

DATED

LICENCE

relating to

RENOVATION WORKS AT 33 HIGH STREET, WATLINGTON

between

The Oxfordshire County Council

and

The Watlington Parish Council

**Anita Bradley
Director of Law and Governance
Oxfordshire County Council
Ref: RH/55491**

This licence is dated

Parties

- (1) THE OXFORDSHIRE COUNTY COUNCIL of County Hall, New Road, Oxford OX1 1ND
(Licensor) and
- (2) THE WATLINGTON PARISH COUNCIL of 1 Old School Place, Watlington OX49 5QH
(Licensee)

BACKGROUND

- (A) The Licensor owns the Property on behalf of the Charlotte Coxe Trust (registered charity number 297089).
- (B) The Licensee intends to carry out the Works at the Property and consent for this needs to be obtained in advance from the Licensor.
- (C) The purpose of this licence is to grant the consent.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

Property: 33 High Street, Watlington OX49 5PZ.

Works: the works detailed in the annexed E-mail chain (numbered 1-5 in the e-mail from Andy Rawlings and numbered 1-16 in the e-mail from Matt Reid) together with making good any damage to the Property caused by carrying out such works.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.

2. Consent to carry out the Works

The Licensor consents to the Works being carried out on the terms set out in this licence and grants the Licensee all necessary rights of access to the Property for them to be carried out.

3. Licences and consents

- 3.1 The Licensee acknowledges its obligation to obtain all licences and consents (including planning permissions and building regulations approvals) that were or are required for the Works under any laws.
- 3.2 In particular, the Licensee acknowledges that the Property is Grade 2 Listed and, because of this, Listed Building Consent will be needed for some or all of the Works and they should only be carried out after liaison with South Oxfordshire District Council's Conservation Officers and in compliance with their instructions. The Licensee agrees not to carry out the Works until such liaison has taken place and the Licensee agrees to keep the Licensor updated regarding this.

4. Carrying out and completing the Works

- 4.1 The Licensee warrants that the Works will be carried out at its sole expense as soon as possible after the date of this licence:
- (a) using good quality, new materials which are fit for the purpose for which they were used;
 - (b) by competent and experienced contractors;
 - (c) in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance;
 - (d) in full compliance with listed building and building regulations requirements; and
 - (e) fully (rather than partially) with, in particular, all the work identified as necessary by Andy Rawlings being carried out.
- 4.2 The Licensee warrants that it will comply with the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Property in connection with the Works.
- 4.3 The Licensee agrees immediately to make good, to the reasonable satisfaction of the Licensor, any damage (including decorative damage) which is caused by carrying out the Works.
- 4.4 The Licensee acknowledges that by carrying out and/or completing the Works it does not acquire any legal or equitable interest in the Property.

5. The CDM Regulations

By entering into this licence, the parties agree that, to the extent that the Licensor may be a client for the purposes of the CDM Regulations, the Licensee is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations.

6. Indemnity and guarantee

The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Licensor arising out of or in connection with any breach of the terms of this licence.

7. Governing law

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Signed for and on behalf of)
THE OXFORDSHIRE)
COUNTY COUNCIL)

Signed for and on behalf of **THE**)
WATLINGTON PARISH COUNCIL)