**DATED**

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Licence for Works

relating to

**The former Victorian Café, Marine Parade,**

**Weston-super-Mare, Somerset**

Between

**NORTH SOMERSET DISTRICT COUNCIL**

and

[Tenant]

and

[Guarantor

N P Brain

Assistant Director Governance

North Somerset Council

Town Hall, Weston-super-Mare, BS23 1UJ

(Ref acm/LS043971)

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This licence is dated [DATE]

**HM Land Registry**

**Landlord's title number: ST245798**

**Administrative area: North Somerset**

**Tenant's title number: [to be allocated]**

**Administrative area: North Somerset**

Parties

1. **NORTH SOMERSET DISTRICT COUNCIL** of Town Hall, Weston-super-Mare, Somerset BS23 1EL (Landlord)
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Tenant)
3. [[[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] and [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS]] (Tenant's Guarantor)]

BACKGROUND

1. This licence is supplemental and collateral to the Lease.
2. The Landlord is entitled to the immediate reversion to the Lease.
3. The residue of the Term is vested in the Tenant.
4. The Tenant intends to carry out the Works and, under the terms of the Lease, requires the consent of the Landlord to do so.
5. [In the Guarantee Document the Tenant’s Guarantor entered into guarantee and other covenants in respect of the tenant covenants of the Lease.]

Agreed terms

1. Interpretation

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

* 1. Definitions:

1. CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).
2. Collateral Warranty: a warranty substantially in the format attached at Schedule 2 to be provided by the Tenant’s building contractor to the Landlord.
3. Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).
4. [Guarantee Document: a [DESCRIPTION OF RELEVANT DOCUMENT] dated [DATE] and made between [PARTIES].]
5. Lease: a lease of the former Victorian Café, Marine Parade, Weston-super-Mare, Somerset dated [DATE] and made between the Landlord (1) and the Tenant (2) [PARTIES] and all documents supplemental or collateral to that lease.
6. Property: the former Victorian Café, Marine Parade, Weston-super-Mare, Somerset as more particularly described in and demised by the Lease.
7. Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).
8. [Tenant's Guarantor: [[NAME], incorporated in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **OR** [NAME] of [ADDRESS] and [NAME] of [ADDRESS]].]
9. Term: the term of years granted by the Lease.
10. Works: the works to be carried out at the Property which are referred to in the Schedule 1 together with making good any damage to the Property caused by carrying out such works.
    1. References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the Tenant include a reference to its successors in title and assigns.
    2. References to the end of the Term are to the end of the Term however it ends.
    3. The expression tenant covenants has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
    4. Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
    5. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    6. The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
    7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
    8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
    9. Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
    10. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
    11. A reference to writing or written includes fax but not e-mail.
    12. A reference to this licence or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
    13. Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
    14. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
    15. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
11. Consent to carry out the Works
    1. In consideration of the obligations on the Tenant in this licence, the Landlord consents to the Tenant carrying out the Works on the terms set out in this licence and applying for planning permission to carry out the Works.
    2. This consent will cease to be valid if the Works have not been started (in accordance with the terms of this licence) within [three] years from (and including) the date of this licence, unless the Landlord gives the Tenant notice extending the period of validity. If the Landlord does agree to an extension, then this consent will remain valid for the period stated in that notice and the time period stated in clause 4.7(a) will be extended by the same amount. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this licence except clause 2.1 will remain in force.
    3. Nothing in this licence will place the Tenant under an obligation to the Landlord to carry out the Works, but if it does carry them out, it must do so on the terms of this licence.
    4. This consent does not obviate the need for the consent of any person other than the Landlord that may be required to carry out the Works.
12. Starting the Works
    1. The Tenant must not start the Works until it has complied with the requirements of this clause.
    2. The Tenant must obtain all licences and consents that are required for the Works under all laws and by the owner or occupier of any neighbouring land or otherwise.
    3. The Tenant must provide details of the Works to the insurers of the Property and obtain their consent to carrying out the Works.
    4. The Tenant must produce all such licences and consents to the Landlord and obtain the Landlord’s confirmation they are satisfactory to the Landlord such confirmation not to be unreasonably withheld.
    5. The Tenant must give the Landlord [three] copies of the plans and specification for the Works.
    6. The Tenant must notify the Landlord and the insurers of the Property of the date it intends to start carrying out the Works.
    7. The Tenant must procure that the Tenant’s building contractor(s) *[together with the architect/designer/other relevant contractors*] enter into the collateral warranty with the Landlord in substantially the format attached at Schedule 2.
13. Carrying out and completing the Works
    1. The Tenant must carry out the Works:
       1. using good quality, new materials which are fit for the purpose for which they will be used;
       2. in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
       3. to the reasonable satisfaction of the Landlord.
    2. In carrying out the Works the Tenant must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Property.
    3. The Tenant must take all proper steps to ensure that carrying out the Works does not make any of the following unsafe: the structure of the building of which the Property forms part, any plant or machinery at the building of which the Property forms part, any neighbouring land or building.
    4. The Tenant must cause as little disturbance and inconvenience as reasonably possible to the Landlord and the owners and occupiers of the building of which the Property forms part and of any neighbouring land. The Tenant must not infringe any of their rights nor the rights of any other person in relation to the Property.
    5. The Tenant must immediately make good, to the reasonable satisfaction of the Landlord, any damage (including decorative damage) to any land or building or any plant and machinery (other than the Property) which is caused by carrying out the Works.
    6. The Tenant must allow the Landlord and its surveyors access to the Property, both while the Works are being carried out and afterwards, and will give the Landlord the information it reasonably requests to establish that the Works are being and have been carried out in accordance with this licence.
    7. The Tenant must:
       1. complete the Works within **twenty-four** months after the date of this licence; and
       2. notify the Landlord as soon as the Works have been completed, and send the Landlord [three] copies of plans showing the Property as altered by the Works.
    8. The Tenant shall provide the Landlord with a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Works within one month of such documents being issued.
14. The CDM Regulations
    1. By entering into this licence, the Tenant and the Landlord agree that, to the extent that the Landlord may be a client for the purposes of the CDM Regulations, the Tenant is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations.
    2. The Tenant must comply with its obligations as a client for the purposes of the CDM Regulations and must ensure that the principal designer and the principal contractor that it appoints in relation to the Works comply with their respective obligations under the CDM Regulations, including preparing and maintaining the health and safety file for the Works.
    3. The Tenant must ensure that all relevant documents relating to the Works are placed in the health and safety file for the Property by the principal designer or principal contractor in accordance with the CDM Regulations and otherwise comply with its obligations in the Lease relating to those documents and the file.
15. Additional works
    1. If the terms of any planning permission, licence or consent (other than this licence) obtained for the Works, require any other works to be carried out (whether to the Property or to any other land or building) the Tenant must carry out such other works within any time limit imposed by such permission, licence or consent and in any event before the end of the Term.
    2. The terms of this licence, other than clause 2 and clause 4.7(a) will apply to the carrying out of such other works as if they formed part of the Works.
    3. This clause is without prejudice to any requirement on the Tenant to obtain the consent of the Landlord to such other works pursuant to the Lease and the consent of any other person that may be required for such other works.
16. Insurance of the Works
    1. The Landlord will only be obliged to insure the Works if they form part of the Property, and only:
       1. after they have been completed in accordance with this licence;
       2. for the amount for which the Tenant has notified the Landlord that they should be insured; and
       3. otherwise in accordance with the terms of the Lease.
    2. Until the Landlord is obliged to insure the Works they will be at the sole risk of the Tenant.
    3. The Tenant must pay on demand any increase in the insurance premium and the amount of any additional insurance premium for the Property or any neighbouring land of the Landlord or the building of which the Property forms part that arises because of the Works.
17. Fees, rates and taxes

The Tenant must pay all fees, rates, levies and taxes that arise by reason of the Works (including any arising under any laws applying to the Works) whether imposed on the Landlord or the Tenant and must indemnify the Landlord from all liability in relation to such fees, rates, levies and taxes.

1. [Reinstatement
   1. The Landlord may give notice to the Tenant within two months before the end of the Term, requiring the Tenant to remove the Works and reinstate the Property. The notice may require removal and reinstatement in respect of part only of the Works.
   2. If the Landlord gives the Tenant this notice, the Tenant must remove the Works (or the part specified) and reinstate the Property before the end of the Term. But if the notice is given less than three months before the end of the Term or after the end of the Term the removal and reinstatement must be done within three months after the notice is given.
   3. The removal and reinstatement must be done at the Tenant’s cost and to the reasonable satisfaction of the Landlord.
   4. The terms of this licence, other than clause 2 and clause 4.7(a) will apply to such removal and reinstatement.
   5. The Tenant must also make good any damage (including decorative damage) to the Property caused by the removal and reinstatement.
   6. The provisions of this clause will not form part of the hypothetical lease upon which the open market rent of the Property is to be agreed or determined pursuant to **paragraph 3 of Part 3 of Schedule 5** of the Lease.
2. Rent review

Any effect on the rental value of the Property arising in connection with the Works will be disregarded on any rent review under the Lease.

1. The Lease covenants and conditions

The tenant covenants in the Lease will extend to the Works and apply to the Property as altered by the Works.

1. No warranty by the Landlord
   1. No representation or warranty is given or is to be implied by the Landlord entering into this licence or by any step taken by or on behalf of the Landlord, in connection with it as to:
      1. the suitability of the Property [or the building of which it forms part] for the Works; or
      2. whether the Works or any removal or reinstatement of them may be lawfully carried out.
   2. The Tenant acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Landlord before the date of this licence as to any of the matters mentioned in clause 12.1.
   3. Nothing in this clause shall limit or exclude any liability for fraud.
2. [Variations]

[PROVISIONS DEALING WITH THE TERMS OF ANY VARIATIONS TO THE LEASE, INCLUDING REGISTRATION]

1. Costs
   1. Each party shall pay their own costs in connection with this licence.
   2. The Tenant must pay on demand any reasonable costs and disbursements of the Landlord, its solicitors, surveyors managing agents and insurers incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.
   3. The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.
2. The right of re-entry in the Lease

The right of re-entry in the Lease will be exercisable if any covenant or condition of this licence is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs.

1. Indemnity

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

1. [The Tenant’s Guarantor
   1. The Tenant's Guarantor consents to the Tenant entering into this licence.
   2. The consent granted by this licence is granted at the request of the Tenant's Guarantor. In consideration of the consent granted by the Landlord, and subject to clause 17.4, the Tenant's Guarantor agrees that its guarantee and other obligations under the [Lease **OR** Guarantee Document] shall remain fully effective and:
      1. to the extent that any provision of this licence varies the terms of the Lease, shall apply to the Lease as varied; and
      2. subject to clause 17.2(a) shall not be released or diminished by any provision of this licence.
   3. In further consideration of the consent granted by the Landlord, and subject to clause 17.4, the Tenant's Guarantor agrees that its guarantee and other obligations under the [Lease **OR** Guarantee Document] shall extend and apply to the covenants given by, and the obligations on the part of, the Tenant under this licence.
   4. Nothing in this licence shall prevent or limit the operation of section 18 of the Landlord and Tenant (Covenants) Act 1995.]
2. 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.

1. Notices

Any notice given under or in connection with this licence must be in writing and must be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service will be deemed to have been delivered on the [second] working day after posting.

1. Liability
   1. The obligations of the Tenant in this licence are owed to the Landlord and are made in consideration of the consent granted by **clause 2.1**.
   2. Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this licence. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of those persons.
2. Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

1. Details of the Works

[DESCRIPTION OF THE WORKS] as such works are shown on the plans and specification [annexed to this licence] [bound together and marked Bundle of agreed plans and specification for works to be carried out at [DESCRIPTION OF PROPERTY] and initialled on behalf of the Landlord and Tenant for the purposes of identification.]

1. Collateral Warranty Format

**DATED**

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Contractor's collateral warranty to landlord,

relating to a project at

the former Victorian Café, Marine Parade, Weston-super-Mare, Somerset

among

[Contractor]

and

[NORTH SOMERSET DISTRICT COUNCIL]

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This is dated [DATE]

Parties

1. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Contractor)
2. **NORTH SOMERSET DISTRICT COUNCIL** of Town Hall, Weston-super-Mare, Somerset BS23 1EL (Beneficiary)

BACKGROUND

1. The Beneficiary is the freehold owner of the Property as defined in the Lease.
2. The Employer [THE TENANT] has engaged the Contractor to carry out [design and] construction work.
3. The Employer requires the Contractor to enter into a collateral warranty in favour of the Beneficiary.
4. The Contractor has agreed to enter into this agreement with the Beneficiary for the benefit of the Beneficiary.

Agreed terms

1. Interpretation

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

* 1. Definitions:

1. Building Contract: an agreement in writing dated [DATE] between the Employer and the Contractor.
2. Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
3. Contractor: [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].
4. Construction Products Regulations: UK Construction Products Regulation 2011 and the Construction Products Regulations 2013 (SI 2013/1387).
5. Deleterious: any materials that do not comply with the guidelines and recommendations of the British Council for Offices' publication Good Practice in the Selection of Construction Materials (as it may be updated from time to time), or any other material that does not comply with any current relevant British Standard, relevant code of practice and good building practice current at the relevant time or is otherwise generally known or considered in the construction industry at the relevant time as:
   1. posing a threat to the health and safety of any person; or
   2. posing a threat to the durability, structural stability, performance or physical integrity of the Works or any part or component of the Works; or
   3. having been supplied or placed on the market in breach of the Construction Products Regulations.
6. Employer: [FULL COMPANY NAME of TENANT] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].
7. Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
8. Lease: a lease of the Property [dated] between North Somerset District Council (“the Beneficiary” herein) (1) and [the Tenant] [“the Employer”) herein
9. Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Contract Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Contract Works.
10. Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Works.
11. Property: the former Victorian Café, Marine Parade, Weston-super-Mare, Somerset more particularly described in the Lease.
12. Contract Works: the [design,] construction and completion of the building works referred to in the Contract, carried out by the Contractor under the Contract.
13. UK Construction Products Regulation 2011: the UK version of Regulation (EU) No 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018.
14. Works: the [design,] construction and completion of the building works referred to in the Building Contract, carried out by or on behalf of the Contractor under the Building Contract.
    1. Clause headings shall not affect the interpretation of this agreement.
    2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
    4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
    5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
    6. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
    7. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
    8. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time.
    9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
    10. A reference to writing or written excludes fax and email.
    11. [A reference to a document is a reference to that document as varied from time to time.]
    12. [Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.]
    13. References to clauses are to the clauses of this agreement.
    14. Unless otherwise expressly provided, the obligations and liabilities of the persons forming the [PARTIES] under this agreement are joint and several.
    15. Any words following the terms including**,** include**,** in particular**,** for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
15. Consideration

In consideration of the payment of £1 by the Beneficiary to the Contractor, receipt of which the Contractor acknowledges, the Contractor has agreed to enter into this agreement with the Beneficiary.

1. Comply with Contract
   1. The Contractor warrants to the Beneficiary that:
      1. it has complied, and shall continue to comply, with its obligations under the Contract, including its obligations to:
         1. carry out and complete the Contract Works properly; and
         2. use workmanship and materials of the quality and standard specified in the Contract;
      2. [without affecting clause 3.1(a), and to the extent that it takes responsibility for the same under the Contract, it:
         1. has designed, or will design, the Contract Works; and
         2. has selected, or will select, goods, materials, plant and equipment for incorporation in the Contract Works,

with all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the [Contract] Works; and]

* + 1. it [has used all the reasonable skill, care and diligence to be expected of a qualified and experienced architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the [Contract] Works to **OR** has not and will] not specify or use anything in the Contract Works, which, at the time of specification [or use], is Deleterious.
  1. In complying with clause 3.1, the Contractor shall owe no greater obligations to the Beneficiary under this agreement than it owes to the Contractor under the Contract. In proceedings for breach of clause 3.1, the Contractor may:
     1. rely on any limit of liability or other term of the Contract; and
     2. raise equivalent rights of defence as it would have had, if the Beneficiary had been named as a joint employer, with the Contractor, under the Contract (for this purpose not taking into account any set-off or counterclaim against the Contractor under the Contract).
  2. Without affecting clause 3.2, in proceedings for breach of clause 3.1, the Contractor's liability shall be limited to:
     1. the reasonable cost of repair, renewal and/or reinstatement of the Works and the Property, to the extent that:
        1. the Beneficiary incurs that cost; or
        2. the Beneficiary is or will be liable for that cost, including (without limitation) under a service charge or other obligation to pay those costs, whether directly or indirectly; and
     2. £[SUM], for the Beneficiary's other costs and losses.
  3. The Contractor's duties or liabilities under this agreement shall not be negated, diminished or otherwise affected by:
     1. any approval or inspection of:
        1. the Property; or
        2. the Works; or
        3. the Contract Works; or
        4. any designs or specifications for the Property or the Works; or
     2. any testing of any work, goods, materials, plant or equipment; or
     3. any omission to approve, inspect or test,

by or on behalf of the Beneficiary or the Contractor.

* 1. Nothing in this agreement shall in any way limit or affect any other rights or remedies (whether under contract, at law, in equity or otherwise) which the Beneficiary would have against the Contractor in the absence of this agreement.

1. No instructions to Contractor by Beneficiary

The Beneficiary may not give instructions to the Contractor under this agreement.

1. Copyright
   1. The Contractor grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Contractor for any purpose relating to the Works and the Property, including any of the Permitted Uses.
   2. This licence allows the Beneficiary to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.
   3. This licence carries the right to grant sub-licences and is transferable to third parties without the consent of the Contractor.
   4. The Contractor shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
   5. The Beneficiary may request a copy or copies of (some or all of) the Material from the Contractor. On the Beneficiary's payment of the Contractor's reasonable charges for providing the copy (or copies), the Contractor shall provide the copy (or copies) to the Beneficiary.
2. [Professional indemnity insurance
   1. The Contractor shall maintain professional indemnity insurance for an amount of at least £5 million for any one occurrence or series of occurrences arising out of any one event, provided that such insurance is available at commercially reasonable rates and terms. The Contractor shall maintain that professional indemnity insurance:
      1. with reputable insurers lawfully carrying on insurance business in the UK;
      2. on customary and usual terms and conditions prevailing for the time being in the insurance market; and
      3. on terms that:
         1. do not require the Contractor to discharge any liability before being entitled to recover from the insurers; and
         2. would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.
   2. Any increased or additional premium required by insurers because of the Contractor's claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.
   3. The Contractor shall immediately inform the Beneficiary if the Contractor's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Contractor and the Beneficiary can discuss how best to protect the respective positions of the Beneficiary and the Contractor regarding the Works and the Property, without that insurance.
   4. Whenever the Beneficiary reasonably requests, the Contractor shall send the Beneficiary evidence that the Contractor's professional indemnity insurance is in force, including, if required by the Beneficiary, an original letter from the Contractor's insurers or brokers confirming:
      1. the Contractor's then current professional indemnity insurance; and
      2. that the premiums for that insurance have been paid in full at the date of that letter.]
3. Liability period

The Beneficiary may not commence any legal action against the Contractor under this agreement after [six **OR** 12] years from the date of [practical completion **OR** making good of defects] of all of the Works.

1. Assignment
   1. The Beneficiary may assign the benefit of this agreement without the consent of the Contractor:
      1. on two occasions to any person with an interest in the Works; and
      2. without counting as an assignment under clause 8.1(a) an assignment to its successor in function.
   2. The Beneficiary shall notify the Contractor of any assignment.
   3. The Contractor shall not contend that any person to whom the benefit of this agreement is assigned under clause 8.1 may not recover any sum under this agreement because that person is an assignee only or otherwise is not the original Beneficiary or because the loss or damage suffered has been suffered by such person only and not by the original Beneficiary, or because such loss is different from that which would have been suffered by the original Beneficiary.
2. Notices
   1. A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party.
   2. This clause 9.2 sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the address;
      2. if sent by pre-paid first class post or other next working day delivery service providing proof of postage or delivery, at 11.00am on the second Business Day after posting;
      3. if sent by pre-paid airmail providing proof of postage, at 11.00am on the fifth Business Day after posting.
   3. If deemed receipt under clause 9.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 9.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
   4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
3. Third party rights

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

1. Governing law

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

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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|  |
| Executed as a deed by [NAME OF CONTRACTOR]  acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary] |  | ....................  [SIGNATURE OF FIRST DIRECTOR]  Director  ....................  [SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  [Director OR Secretary] |
| OR |
| Executed as a deed by [NAME OF CONTRACTOR]  acting by [NAME OF DIRECTOR] a director, in the presence of:  ....................  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ....................  [SIGNATURE OF DIRECTOR]  Director |
|  |
|  |
| Executed as a deed by  Affixing the COMMON SEAL of NORTH SOMERSET DISTRICT COUNCIL  In the presence of  Assistant Director Governance/Solicitor of the Council  Name .................... |  | ....................  [ |

|  |  |  |
| --- | --- | --- |
| Executed as a Deed by affixing  The Common Seal of  NORTH SOMERSET DISTRICT COUNCIL  In the presence of:  Assistant Director Governance/  Solicitor of the Council  Name………………………….. |  |  |
|  |  |  |
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|  |  |  |
| Executed as deed by [NAME OF **Tenant**] acting by [NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary] |  | ………………  [SIGNATURE OF FIRST DIRECTOR]  Director  ………………  [SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  Director OR Secretary |
|  |  |  |
| OR | | |
| Executed as deed by [NAME OF **Tenant**] acting by [NAME OF DIRECTOR] a director, in the presence of:  ……………………  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF DIRECTOR]  Director |
| Executed as deed by [NAME OF **Tenant's Guarantor**] acting by [NAME OF FIRST DIRECTOR], and [NAME OF SECOND DIRECTOR/SECRETARY] |  | ……………….  Director  ……………….  Director/Secretary |
| OR |  |  |
| Signed as deed by [NAME OF **Tenant's Guarantor**] in the presence of [NAME OF WITNESS] |  | ……………….  [SIGNATURE OF **Tenant's Guarantor**]  ……………….  [SIGNATURE OF WITNESS]  ……………….  ……………….  [ADDRESS OF WITNESS] |
| Signed as deed by [NAME OF **Tenant's Guarantor**] in the presence of [NAME OF WITNESS] |  | ……………….  [SIGNATURE OF **Tenant's Guarantor**]  ……………….  [SIGNATURE OF WITNESS]  ……………….  ……………….  [ADDRESS OF WITNESS] |

1. BUNDLE OF AGREED PLANS AND SPECIFICATION FOR WORKS TO BE CARRIED OUT AT [DESCRIPTION OF THE PROPERTY]

**Date:**

**Landlord:**      [NAME OF LANDLORD]      (initialled) .................................

**Tenant:**      [NAME OF TENANT]      (initialled) .................................

**Lease:**      [DESCRIPTION OF LEASE]