



## Decision Application

### LICENCE FOR OCCUPATION OF CAR PARK AT STRATFORD POLICE STATION

<b>Application Date:</b>	08.09.2016	<b>Name of Applicant:</b>	Neil Hewison
<b>Application Decision Reference: WPCC20011</b>			
<b>1. Summary of the application</b>			
Use of Stratford Police Station car park by contractor carrying out extensive works to a neighbouring property.			
<b>2. Background information:</b>			
<p>The staff car park to the north of Stratford Police Station adjoins the neighbouring property known as 7/8 Rother Street, which is about to undergo extensive conversion works. The contractor carrying out these works has requested access through the Police car park to facilitate crane access and also to use the car park as a site compound for a period of 58 weeks.</p> <p>In return they will provide the Police with an alternative parking area for the duration of their occupation, they will completely resurface the parking area and reinstate the fence once works are complete. They will also pay the Police a licence fee of £5,800. The licence is proposed to commence from 8<sup>th</sup> September or as soon as the licence is completed.</p>			
<b>3. Whether additional information/report is attached to support this decision application</b>			
Plan of Stratford Police Station outlining proposed parking and access.			
<b>List of additional information/report</b>			
a) Copy of signed Memorandum of Licence			

**4. Expected benefits (non financial)**

To enable as little disruption to the Police Station whilst the conversion works to the neighbouring property are completed.

**5. Impact of not approving the application**

**6. Costs**

Nil

**7. Savings:**

The contractors will pay a licence fee of £5,800 to the Police.

**8. Equality and Diversity Implications:**

None

**9. Treasurer's comments**

The income was not included in the 2016/17 or 2017/18 revenue budget. It has been in received in 2016/17.

**10. Legal/Monitoring Officer comments**

The provisions of the Licence have been reviewed and approved by Annette Thomas (Senior Solicitor and Team Leader (Property), Warwickshire Legal Services.

**Decision of the Police and Crime Commissioner**

Agreed.

**PCC Signature:**



**Date of Decision:**

19/6/17.

Licence dated 30<sup>th</sup> September 2016

Premises: Land at Rother Street, Stratford-Upon-Avon CV37 6LU

We confirm, by way of this document (which together with the plan attached shall constitute 'the Licence'), that the Office of the Police & Crime Commissioner for Warwickshire ('the Licensor') is prepared to grant Lindum Group Limited ('the Licensee') temporary access over its land shown edged red and coloured yellow on the attached plan and also to store materials and to operate equipment on the area edged in red only ('the Rights'), subject to the following conditions:-

1. The Rights shall be exercisable only in so far as they relate to works being carried out by the Licensee under planning permission reference 15/02847/FUL at 7/8 Rother Street, Stratford-upon-Avon CV37 6LU ('the Project').
2. The Licence shall be for a period of 58 weeks from 3<sup>rd</sup> October 2016 or such later date as agreed between the parties in writing ('the Licence Period') unless the Licence is terminated earlier either by agreement, with 4 weeks' notice at any time by the Licensor, or due to a breach by the Licensee of any of its obligations under this Licence. The Licence Period may be extended by a period to be agreed between the parties and at the full discretion of the Licensor should the Project overrun.
3. The Rights permit the Licensee to site and operate a crane, to off-load deliveries and to store materials within the area edged red on the attached plan. For the avoidance of doubt, no such activities are permitted within the area coloured yellow, the areas hatched, the area coloured green, nor anywhere else indicated on the attached plan or within the ownership of the Licensor. The area coloured yellow on the attached plan is expressly referenced within this Licence to facilitate access only.
4. Save in respect of the storage of materials, the hours of use shall be limited to 8am until 6pm Monday to Friday, 8am to 1pm Saturdays, with no use on Sundays/public holidays, and must at all times be in accordance with any direction from the Local Planning Authority.
5. The Licensee shall be responsible for ensuring that the area edged red on the attached plan is adequately and safely fenced off throughout the Licence Period. To enable this it is agreed that the Licensee may remove the existing fence around the areas edged red and coloured green on the attached plan provided that said fence shall be reinstated or replaced to at least the same specification, to be approved by the Licensor, at the end of the Licence Period and in accordance with paragraph 11 below.
6. In consideration of the Licensor granting this Licence, the Licensee has agreed to provide the Licensor with a minimum of 16 allocated parking spaces (19 if feasible) within the area coloured pink on the attached plan throughout the Licence Period and until such time as the areas edged red and coloured green are fully reinstated as an operational car park. Access ramps and gates shall be installed by the Licensee where required to facilitate the Licensor's access off the area coloured yellow to the area coloured pink on the attached plan for parking purposes. The Licensor understands, further to a letter dated 8<sup>th</sup> August and other assurances from the Licensee, that Stratford Town Trust, who owns said area, has no objection to the Licensor using same and will occupy said area on this basis. Should

Stratford Town Trust withdraw its permission then the Licensor accordingly reserves the right to terminate the Licence, and with immediate effect if necessary to ensure that it has access to a suitable operational car park at all times. In addition, the Licensor shall also use its own land coloured green for parking 4 cars during the Licence Period, and the Licensee shall ensure that this is made possible by putting access ramps and any other practical arrangements in place if required.

7. The Licensor understands that the Licensee will need to remove a section of wall between points A and B on the attached plan in order to facilitate the Project and accordingly gives its consent to this provided that said wall shall be rebuilt to at least the same specification, to be approved by the Licensor, at the end of the Licence Period.
8. The Licensee shall pay a Licence Fee of £5,800 (Five Thousand Eight Hundred Pounds) as full consideration for the period of 58 weeks, which shall be payable upon commencement or as at the date of this letter, whichever is sooner. If the Licence Period is extended by agreement beyond 58 weeks then the Licensee will make additional payments to the Licensor of £250 per week unless otherwise agreed between the parties. In the event that the Licensor terminates this Licence before 58 weeks have elapsed and if the reason for termination is not due to a breach by the Licensee of any of its obligations under the Licence then the Licensor agrees that it shall reimburse a portion of the Licence Fee to the Licensee if requested. In calculating said portion to be reimbursed the Licensor shall assume a licence period of 58 weeks or part thereof with a fee payable by a licensee to a licensor of £100 per week or part thereof, and shall accordingly reimburse any amount already paid by the Licensee in excess of this sum.
9. The Licensee must keep all police access routes together with access to the emergency fuelling location clear and free from obstruction at all times. For the avoidance of doubt, these include all areas hatched brown and black on the attached plan, and the Licensee shall be required to actively patrol these areas if it believes that its staff, suppliers, contractors or visitors are stopping, parking, unloading, loitering or otherwise causing obstruction within these areas. Causing any such obstruction is not acceptable at any time and must be dealt with expediently by the Licensee.
10. The Licence will automatically terminate at the end of the Licence Period unless it is terminated earlier due to any breach by the Licensee of its obligations in this Licence, or unless the Licensor serves notice to terminate in accordance with paragraphs 2 and 6.
11. Save for paragraphs 5 and 7 above, the Licensee will leave the Premises in at least the same condition as at the start of the Licence Period. For the avoidance of doubt the condition of the land subject to the Licence at the commencement of the Licence Period is as evidenced by the attached Schedule of Condition agreed between the parties and in addition the Licensee has also confirmed that new and properly laid tarmacadam will be applied to the areas edged red and coloured green where required due to damage caused by the Licensee, prior to the end of the Licence Period to leave a smart and tidy finish. White lining to the areas coloured green and edged red will also be undertaken by the Licensee in locations to be stipulated by the Licensor.
12. In respect of workmanship and materials for the remedial works which are to be undertaken by the Licensee pursuant to this Licence, the Licensee shall ensure that such materials and workmanship shall be fit for purpose. In respect of the design for the remedial works the licensee shall use the level of skill and care that would be expected of an appropriately

qualified and experienced designer (i.e. in respect of design the licensee shall use reasonable skill and care).

13. The Licensee shall ensure that adequate insurance (including public liability insurance) acceptable to the Licensor is in place and can be produced upon request in respect of the Licensee's use of the Premises pursuant to this Licence but the Licensor accepts that the cars parked in accordance with paragraph 6 are being parked at its own risk and that the Licensee will not be responsible for insuring the vehicles beyond the risks assumed by the Licensee as Building Contractors unless it is due to an act or default caused by the Licensee, or anyone authorised by the Licensee to be on the Premises.
14. The Licensee will be responsible for securing any planning permission(s) and all other consents, licences, certificates, authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the use granted by this Licence ('Necessary Consents').
  - 14.1 The Licensee shall use reasonable endeavours not to do or permit to be done on the Premises anything which is illegal or may be or become a nuisance, annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of a neighbouring property.
  - 14.2 The Licensee shall use reasonable endeavours not to cause or permit to be caused any damage to the Premises or any neighbouring property.
  - 14.3 The Licensee shall use reasonable endeavours not to do anything that will or might constitute a breach of any Necessary Consent(s) affecting the Premises or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Premises.
  - 14.4 The Licensee will comply with all laws and any recommendations in respect of the relevant supplies of gas, electricity, water, sewage, telecommunications and data and other services and utilities to and from the Premises.
  - 14.5 The Licensee will indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, expenses or other liability in any way owing from this Licence and the rights granted in this Licence.
15. This Licence gives no warranty that the Premises possesses the Necessary Consent(s) for the use referred to in paragraph 3 and it gives no warranty that the Premises are physically fit for the use and rights granted under this Licence.
16. The Licensee shall occupy the Premises as a Licensee and no relationship of landlord and tenant is created by this Licence.
17. The Licensee may not assign the rights granted under this Licence which are personal to the Licensee.
18. Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which expired at or before the date of termination.

18.1. Subject to paragraph 18.2, the Licensor is not liable for:

- (a) The death of, or injury to the Licensee, its employees, customers or invitees to the Premises; or
- (b) Damage to any property of the Licensee or that of the Licensee's employees, customer or other invitees to the Premises; or
- (c) any losses, claims, demand, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees, customers or other invitees to the Premises in the exercise or purported exercise of the rights granted by this Licence.

18.2. Nothing in paragraph 18.1 shall limit or exclude the Licensor's liability for any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

- 19. A person who is not a part to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of this Licence.
- 20. All notices given by either party under this Licence must be in writing and delivered either by hand or sent special delivery to the other party's last known address.

*Russ Jackson*

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Signed for and on behalf of the Warwickshire Police and Crime Commissioner as Licensor

*[Signature]* 30/9/2016

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Authorised signatory for Lindum Group Limited