

LICENCE AGREEMENT FOR EXCLUSIVE USE

This Licence Agreement ("Agreement") is made between:

1. Central Swindon North Parish Council of Moredon Sports Hub, Swindon, SN2 2QJ ("the Council");

and

2. The Play Den Nursery of Unit 17b, Headlands Trading Estate, Swindon, Wiltshire, SN2 7JQ ("the Licensee").

1. Premises

The Council grants the Licensee exclusive use of the nursery accommodation, office space, one 89m² Portakabin unit with three toilet spaces, and partial kitchen hire within the Moredon Sports Hub site ("the Premises").

2. Term

The Agreement shall commence on 1st September 2026 and continue for a fixed term of twelve (12) years unless terminated earlier in accordance with

3. Exclusive Use

The Licensee shall have exclusive occupation and use of the Premises for the purpose of operating an early years childcare, wraparound care and nursery provision. The Council shall provide the Licensee with keys and alarm codes for access and independent security management.

4. Annual Charges

Payment should be made to the Council on the first of every month in advance. The annual charges payable by the Licensee are as follows:

Business Rates Contribution:

- Nursery Room: 45.8m² @ £32.50/m² = £1,489
- Proposed Nursery Addition: 89.0m² @ £32.50/m² = £2,900
- Office: 9.5m² @ £32.50/m² = £309

Total Rateable Value Allocation = £4,698

NNDR Calculation:

£4,698 × 0.499 multiplier = £2,344 per annum

Utilities Contribution:

£6,918 per annum (estimated based on two cabins and forecast supplier rates)

Market Rent:

£8,317 per annum

Total Annual Cost:

£17,579 per annum (£1,465 per calendar month) subject to RPI/Utility rises annually.

5. Payment Terms

Payments shall be made monthly in advance by bank transfer on or before the first day of each calendar month.

6. Rent Reviews and Increases

There shall be no increases to the Market Rent element of the Agreement other than annual adjustments in line with the Retail Price Index (RPI). Utility charges may increase only in accordance with the actual increases imposed by the Council's utility suppliers.

7. Use of Premises

The Licensee shall:

- a) Use the Premises solely for lawful nursery and early years educational purposes;
- b) Comply with all applicable legislation, safeguarding requirements, OFSTED requirements, health and safety regulations, and licensing obligations;
- c) Keep the Premises in a clean & orderly condition;
- d) Not make structural alterations without the prior written consent of the Council.

8. Security

The Licensee shall be responsible for securing the Premises at the end of each day, including locking all access points and correctly setting the alarm system. Alarm codes must NOT be shared with unauthorised persons.

9. Repairs and Maintenance

The Council shall remain responsible for structural repairs and maintenance to the building fabric. The Licensee shall be responsible for maintaining the interior areas in good order and for any damage caused by its staff, contractors, children, or visitors.

10. Insurance

The Licensee shall maintain adequate public liability insurance and employer's liability insurance throughout the term of this Agreement and shall provide copies upon request.

11. Compliance

The Licensee shall comply with all fire regulations, safeguarding legislation, health and safety requirements, data protection obligations, and all statutory obligations relating to the operation of a nursery business.

12. Assignment and Subletting

The Licensee shall not assign, transfer, sublet, or otherwise part with possession of the Premises without the prior written consent of the Council. The service will not operate any later than 21.00GMT/BST or before 06.30GMT/BST.

13. Termination

Either party may terminate this Agreement by providing not less than four (4) months' written notice to the other party.

The Council may terminate this Agreement immediately in the event of:

- a) Serious breach of this Agreement;
- b) Illegal or unsafe use of the Premises;
- c) Loss of required registrations or licences necessary to operate the nursery;
- d) Non-payment of sums due exceeding TWO months rental.

The Licensee may terminate immediately where the Premises become unusable due to serious damage, legal restriction, or prolonged utility failure or any factor which seriously impedes the ability to carry out the service.

14. Notices

Any notice under this Agreement shall be in writing and delivered by hand, recorded post, or email to the addresses of the parties stated in this Agreement, or to such other address as may later be notified in writing.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, representations, or agreements relating to the Premises.

16. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

SIGNATURES

For and on behalf of Central Swindon North Parish Council

Name: _____

Position: _____

Signature: _____

Date: _____

For and on behalf of The Play Den Nursery SWINDON

Name: _____

Position: _____

Signature: _____

Date: _____