NOVEMBER 2026

LICENCE TO OCCUPY AGREEMENT
Between
Central Swindon North Parish Council ("the Council")

and

Rodbourne Cheney Baptist Church ("the Licensee")

1. Parties
This Licence to Occupy is made between Central Swindon North Parish Council and Rodbourne Cheney Baptist Church.

2. Premises
The Council grants the Licensee a non-exclusive licence to occupy and use the community hub/changing rooms at Pembroke Gardens, Swindon. This agreement creates a licence only and not a tenancy.

3. Purpose
The premises may only be used for youth work, community programmes, church outreach, meetings, family support activities and associated charitable purposes.

4. Term
The Licence begins 30th November 2026 and continues until the prepaid allocation of 1,136 hours has been used or the agreement is terminated.

5. Licence Fee
The Licensee shall make a capital contribution of £25,000, treated as a prepaid licence fee at the standard rate of £22 per hour, providing 1,136 prepaid hours.

Hours are deducted monthly based on actual use. Additional hours are charged at the prevailing standard rate.

6. Guaranteed Access
The Council guarantees the Licensee priority use of agreed core weekly time slots, to be listed in a schedule. These slots shall not be withdrawn except by agreement or in an emergency. Temporary cancellations shall, where possible, be replaced with equivalent times.

7. Right of First Refusal
If the Council proposes any permanent change affecting the agreed use of the Premises, it shall first consult the Licensee and offer alternative arrangements before reallocating the agreed time slots. Changes cannot be made without the approval of BOTH parties.

8. Annual Review
The parties shall meet annually to review usage and operational matters. The review shall not reduce or remove the remaining prepaid hours.

9. Building Closure
If the Premises are unavailable because of repairs, maintenance or closure by the Council, no prepaid hours shall be deducted and the unused hours shall be extended until they can reasonably be used. The Council should make best endevours to find suitable alternative accommodation at the Moredon Community Centre.

10. Storage
The Licensee may use agreed secure storage areas for equipment. Items remain at the Licensee's risk.

11. Responsibilities
The Council remains responsible for the structure, utilities and major maintenance. The Licensee is responsible for good order during its occupation, safeguarding, insurance, health and safety and leaving the Premises clean and secure.

The Council reserves the right to charge a £50 (with RPI) charge for additional cleaning if required.

12. Insurance
The Council shall maintain public liability insurance of at least £5 million which will cover the activities of the licensee provided the licensee conducts only the agreed Youth work provided as part of this agreement.

13. Dispute Resolution
Before termination (except in cases of serious misconduct or immediate safety concerns), the parties shall meet in good faith. If unresolved within 28 days, the dispute shall be referred to independent mediation before either party exercises any right of termination.

14. Termination

Either party may terminate this Licence Agreement by giving the other party not less than **six (6) months' prior written notice** of its intention to do so.

Central Swindon North Parish Council ("the Council") shall only be entitled to terminate this Licence Agreement where the Licensee has committed a breach of its obligations under this Agreement, as set out.

In the event of termination by the Council, the Council shall, in respect of any unused hours for which payment has been received in advance, either:

(a) refund to the Licensee the proportionate value of such unused prepaid hours; or

(b) where reasonably practicable and subject to availability, permit the Licensee to utilise the equivalent number of prepaid hours at an alternative facility operated or managed by the Council, at no additional charge.

Grounds for Termination Due to Breach

For the purposes of this Agreement, a breach by the Licensee shall include, but shall not be limited to, any of the following:

Unauthorised Use: Use of the licensed premises for any purpose other than those expressly permitted under this Agreement, without the prior written consent of the Council.

Negligence or Damage: Any negligent act or omission by the Licensee, its employees, representatives, contractors or authorised users resulting in damage to the premises, building, fixtures, fittings or associated facilities.

Non-Payment: Failure by the Licensee to pay any fees, charges or other sums properly due and payable under the terms of this Agreement within the prescribed payment period.

Reputational Damage: Any act or omission by the Licensee which causes, or may reasonably be considered likely to cause, material reputational damage to, or bring into disrepute, either the Council or the Licensee's organisation.

15. No Tenancy

Nothing in this Agreement creates a tenancy or exclusive possession. The Council retains overall control of the Premises.

16. Governing Law

This Agreement is governed by the laws of England and Wales.

Signatures

For Central Swindon North Parish Council

Name: ANDREW REEVES
Position: CLERK TO THE COUNCIL
Signature: Andy C Reeves
Date: 091026

For Rodbourne Cheney Baptist Church

Name: Rev James D Reeves
Position: Minister
Signature: MR JAMES REEVES
MR JAMES REEVES (Oct 15, 2026 06:41:43 GMT+1)
Date: 051026

RCBC CSNPC Licence to Occupy FINAL

Final Audit Report 2026-10-15

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