



New Council Offices Working Group

Report to Council March 2024

1 Work required to modify the East Wing for GPC

1.1 Specification

The WG's report to the February 2024 Council showed a diagram of the proposed layout in the East Wing of the Goring Community Centre (GCC) and gave a draft specification of the conversion work required. In brief the East Wing ceiling will be lowered and insulated, the external walls insulated, a partition wall inserted, and electric sockets, ceiling lights and electric heating all installed. Work is expected to start in June and, if all goes well, Council should be able to move to its new home during August or September.

In further discussions with the GCC Trustees the WG has clarified that:

- a) To provide more uniform illumination the LED ceiling lights will be placed further away from the walls than shown in the above diagram. (The exact locations to be agreed with the contractor.)
- b) It is necessary to remove the existing radiators and pipes and appropriate to provide electric heating as suggested (also more sustainable than gas).
- c) A fire risk assessment will be carried out and recommendations followed by GCC Trustees.
- d) The Trustees will manage the conversion and consult the Working Group on any significant decisions that may arise that will affect the outcome.
- e) Council will organise an internet connection/contract and associated wifi coverage in the East Wing.
- f) Council will organise, and pay for, double/secondary glazing of the two windows. (see estimates in closed session).

The Working Group believe that the work to be carried out by the Trustees' contractor will result in an Office and Meeting Room suitable for Council use.

2 License for use of East Wing

The formal basis for Council's office to be relocated Council is the attached "Licence for use of East Wing". The WG believe the terms in this License are fair and reasonable to both parties and recommends that Council pass the following resolution

Resolution

Council resolves to accept the terms of the "License for use of East Wing" and that it be signed on behalf of the Council.

LICENCE FOR USE OF EAST WING

at

Goring Community Centre, Station Road, Goring, Reading RG8 9HB

between

Mary Carr and John Boler

as trustees for THE GORING AND DISTRICT COMMUNITY CENTRE TRUST

and

Andrew Smith and Jim Emerson

as Councillors for GORING-ON-THAMES PARISH COUNCIL

This licence is dated

Parties

- (1) Mary Carr and John Boler as Trustees for the Goring and District Community Centre Trust care of The Goring Community Centre, Station Road, Goring, Reading RG8 9HB (Licensor)
- (2) Andrew Smith and Jim Emerson as Councillors of Goring-on-Thames Parish Council (Licensee)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Building: the Licensor's premises at The Goring Community Centre, Station Road, Goring, Reading RG8 9HB

East Wing: the area on the ground floor of the Building shown in red on the attached plan and known as the East Wing.

Common Parts: the entrance halls, corridors, and other parts of the Building that provide access to the East Wing along with toilet and kitchen facilities.

Permitted Use: as the Goring-on-Thames Parish Council office and meeting room with desks for the Clerk and other Parish Council employees and to store records and equipment, and to hold public and private meetings with Councillors and parishioners along with any other reasonable ancillary use.

Licence Fee A one-off fee of £1 is payable until the Council first occupies the East Wing. From the date of first occupation the fee is £7,000 per annum fixed for 2 and thereafter reviewed annually on 1 October and revised by the same percentage increase as the Trustees' rent to OCC is revised.

Licence Period: the period from and including the date of this agreement until the date on which this licence is determined in accordance with clause 4.

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

1.3 **A working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to occupy

2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the East Wing for the Permitted Use during the Licence Period in common with the Licensor and all others authorised by the Licensor together with the right to use the Common Parts.

2.2 The Licensee acknowledges that:

(a) the Licensee shall occupy the East Wing as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;

(b) the Licensor retains control, possession and management of the East Wing and the Licensee has no right to exclude the Licensor's staff or authorised representative from the East Wing as long as 24-hours notice of any unaccompanied visit is given other than in emergencies;

(c) the licence to occupy granted by this agreement is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees.

3. Licensee's obligations

The Licensee agrees and undertakes:

(a) to pay the Licensor the Licence Fee in equal payments quarterly in advance on 1 January, 1 April, 1 July and 1 October each year;

(b) to pay monthly for electricity used in the East Wing, as recorded in an electricity sub-meter installed for the purpose, the method of payment to be agreed from time to time between the Licensee's Responsible Financial Officer and the Licensor;

(c) To arrange for double/secondary glazing for the external windows of the East Wing at the Licensee's cost.

(d) to keep the East Wing clean, tidy and clear of rubbish;

(e) not to use the East Wing other than for the Permitted Use;

(f) not to make any alteration or addition whatsoever to the East Wing;

(g) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices outside the East Wing and its access corridor or elsewhere in the Building without the prior written consent of the Licensor;

(h) not to do or permit to be done on or at the East Wing or in the Common Parts anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;

(i) not to cause or permit to be caused any damage to:

(i) the East Wing, the Building or any neighbouring property; or

(ii) any property of the owners or occupiers of the East Wing, the Building or any neighbouring property;

- (j) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (k) to ensure that it is insured against liability to third parties for all of its activities in the East Wing and the Common Parts in the sum of at least £2,000,000 in respect of any individual claim at all times and to produce proof of this to the Licensor on demand and to comply at all times with the requirements of the insurers;
- (l) not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the East Wing or Building from time to time;
- (m) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the East Wing;
- (n) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the East Wing and the Common Parts;
- (o) to take responsibility for the conduct of the Licensee's staff at the Building and any others allowed into the Building by the Licensee's staff;
- (p) to keep the East Wing in a clean and tidy condition at all times and to remove the Licensee's furniture equipment and goods from the East Wing at the end of the Licence Period if the License is not being renewed; and
- (q) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2.

4. Termination

4.1 This licence shall end on the earliest of:

- (a) The date which is 12 years from the date of this agreement;
- (b) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3; and
- (c) the expiry of not less than 18 months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination

5. Notices

5.1 Any notice given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party.

5.2 Any notice given in accordance with clause 5.1 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

6. No warranties for use or condition

6.1 The Licensor gives no warranty that the East Wing can lawfully be used for the Permitted Use.

6.2 The Licensor gives no warranty that the East Wing is physically fit for the purposes specified in clause 2.

6.3 The Licensee acknowledges that it does not rely on, and shall 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 Licensor before the date of this licence as to any of the matters mentioned in clause 6.1 or clause 6.2.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

7. Limitation of Licensor's liability

7.1 Subject to clause 7.2, the Licensor is not liable for:

(a) the death of, or injury to the Licensee's employees, customers or invitees to the Property; or

(b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee's employees, customers or other invitees to the Building in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

(a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

(b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. 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.

This licence has been entered into on the date stated at the beginning of it.

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Mary Carr and John Boler
(Trustees)

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Andrew Smith and Jim Emerson
(Councillors, Goring-on-Thames Parish Council)

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Councillors' signatures witnessed by Sarah Edmunds
(Parish Clerk and Responsible Financial Officer, Goring-on-Thames Parish Council)

