

**Dated**

**January, 2025**

**College of Policing**  
and  
**The Police and Crime Commissioner for Warwickshire**

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**Licence to Occupy**

Relating to Aston Block Conference Room and Offices, Leamington Road, Ryton-on-Dunsmore,  
Warwickshire CV8 3EN

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**THIS LICENCE IS DATED**

January, 2025

**BETWEEN**

- (1) **College of Policing** whose registered office is at Leamington Road, Ryton on Dunsmore, Coventry, Warwickshire, CV8 3EN (the **Licensor**); and
- (2) **The Police & Crime Commissioner for Warwickshire, Warwickshire Police Headquarters, Woodcote Drive, Leek Wootton, Warwickshire, CV35 7QA**

**IT IS HEREBY AGREED**

**1. Interpretation**

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

**1.1 Definitions:**

**Building:** this licence allows the licensee to use the First Floor Conference Room and [FF23] and 2 No offices [ FF21 and FF21] for storage in Aston Block at the College of Policing site at Leamington Road, Ryton upon Dunsmore, Warwickshire, CV8 3EN.

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Licence Fee:** the amount of [£13,297.17] for the 8-month period between 1<sup>st</sup> August 2024 and 31<sup>st</sup> March 2025. From the 1<sup>st</sup> April 2025 the licence period will be a six month term on a perpetual basis until terminated by either party under clause 4. The total fee for the space used will be £10,561.27 for the next 6-month period agreed. All costs are nett VAT.

The cost is calculated annually by the College based on actual utility costs averaged across the site and the hours the site is used by the Licensee.

**Licence Fee Commencement Date:** 01 August, 2024

**Licence Period:** there will be a period of 8 months ending on the 31<sup>st</sup>, March 2025. The licence will thereafter revert to a 6-month term which can be terminated by either party in accordance with clause 4 of this agreement.

The intention of both parties is to allow the licence to perpetuate until such a time this is no longer required by either party.

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** as offices and storage of office materials in accordance within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

The Conference Room is used by a partner organisation [Warwickshire Search & Rescue] twice per month on a Friday evening for up to 15 people between between 19.00 hrs. and 21.00 hrs. The licence will need to ensure the conference room is available for this use throughout the licence period.

**Nett Internal Area – Aston Building** - First Floor Conference Room – approx. 42 sq m [454 sq ft], Room 20 FF – approx. 12 sq m [130 sq ft] and Rooms 20 FF - approx. 12 sq m. [130 sq ft].

**Property:** **Aston Building**, College of Policing, Leamington Road, Ryton upon Dunsmore, CV8 3EN – The First Floor Conference Room identified as Room FF23 and adjacent office rooms 20 FF and 21 FF.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms 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 Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 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.
- 1.12 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.
- 1.13 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 Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule 1.
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- 2.2.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- 2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
- 2.2.4 without prejudice to its rights under clause 4, the Licensor shall be entitled at any time on giving not less than 3 months' notice to require the Licensee to transfer to alternative space elsewhere within the Building and the Licensee shall comply with such requirement.

## **3. Licensee's obligations**

- 3.1 The Licensee agrees and undertakes:
- 3.1.1 to pay to the Licensor the Licence Fee payable £13,297.17 for 8 months duration nett VAT. The first such payment being for the period 1<sup>st</sup>, August 2024 to 31<sup>st</sup>, March 2025.

hereinafter the Licence Fee is fixed for the six-month term as previously agreed between the licensor and licensee.

- 3.1.2 if requested by the Licensor, to pay on written demand the costs incurred by the Licensor in carrying out and completing works to the Property;
- 3.1.3 to keep the Property clean, tidy and clear of rubbish;
- 3.1.4 not to use the Property other than for the Permitted Use;
- 3.1.5 not to make any alteration or addition whatsoever to the Property unless agreed in writing by the Licensor;
- 3.1.6 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building unless agreed with the a representative of the Licensor, except that the Licensee may display any poster, sign notice or nameplate relevant to its business in the Property.
- 3.1.7 not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;
- 3.1.8 not to do anything that will bring the College or its reputation into disrepute.
- 3.1.9 not to cause or permit to be caused any damage to:
  - 3.1.9.1 the Property, Building or any neighbouring property; or
  - 3.1.9.2 any property of the owners or occupiers of the Property, Building or any neighbouring property;
- 3.1.10 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- 3.1.11 not to apply for any planning permission in respect of the Property;
- 3.1.12 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time;
- 3.1.13 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.1.14 to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the

Common Parts including (but not limited to) the Licensor's security and access arrangements for the Building;

- 3.1.15 to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
- 3.1.16 to carry out all necessary assessments required under and to comply with the Health and Safety (Display Screen Equipment) Regulations 1992 and any other Health and Safety Legislation relevant to Licensees use of the Property where the Licensee is required to do so.
- 3.1.17 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:
  - 3.1.17.1 this licence;
  - 3.1.17.2 any breach of the Licensee's undertakings contained in clause 3; and/or
  - 3.1.17.3 the exercise of any rights given in clause 2;
- 3.1.18 not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease;
- 3.1.19 To ensure that all persons in the Building expressly or by implication with the authority of the Licensee carry at all times identification badges issued by the Licensee for inspection by the Licensor at any time and that any such persons who shall work regularly in the Property shall prior to commencing to do so submit themselves for clearance for security purposes by the Licensor in accordance with its security policies for the Building

#### **4. Termination**

- 4.1 This licence shall end on the earliest of:
  - 4.1.1 the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3; and
  - 4.1.2 the expiry of not less than 6 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 or other communication 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 as follows:

5.1.1 to the Licensor at: **The College of Policing**, Leamington Road, Ryton on Dunsmore, CV8 3EN and marked for the attention of the Property Manager [peter.toes@college.pnn.police.uk],

5.1.2 to the Licensee at: **The Police & Crime Commissioner for Warwickshire**, Warwickshire Police Headquarters, PO Box 4, Leek Wootton, Warwickshire, CV35 7QB[or their appointed officer [or their appointed officer]; and

or as otherwise specified by the relevant party by notice in writing to each other party.

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

5.2.1 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

5.2.2 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.

5.3 A notice or other communication given under this licence shall be validly given if sent by e-mail to the Property Manager for the college by the due date.

5.4 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.

## 6. No warranties for use or condition

6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

6.2 The Licensor gives no warranty that the Property 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:

- 7.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- 7.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- 7.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property 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:

- 7.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- 7.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **8. 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.

## **9. 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.

## **10. 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).

## **11. Dispute resolution**

The cost is calculated annually by the Government Property Agency. If there are any disputes with costs this will be referred to the Chief Executive of the Government Property Agency or Royal Institution of Chartered Surveyors for resolution.

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

**SCHEDULE 1**  
**Rights granted to Licensee**

1. The right to access and use the Property.
2. In common with the Licensor and the other rightful occupiers of the Building the use at all times of the Common Parts.
3. The right to a continuous supply of electricity light and central heating to the Property.
4. The right to install and use furniture and equipment for the purposes of the Licensees business
5. The right to install and use IT Equipment, Electronic Communications Equipment, Data and Telephony Lines at the Property and in other designated areas to be agreed in advance with the Licensor for the purposes of the Licensees business
6. The right to use the toilets and welfare facilities at the Building.
7. The right to park vehicles for staff who attend Ryton. This will be on a first come, first used basis.
8. The right to book either conference space, training space or meeting rooms through the College Planning Bookings Team. These to be paid at the going rate at the time of booking.
9. The right to be able to access alternative suitable accommodation if room becomes available for reasons outside of the control of the licensor for example in the case of flood or storm damage.

**SCHEDULE 2  
PLAN OF DEMISED OFFICES**

**Plan A ASTON BLOCK – FIRST FLOOR**

**ASTON BLOCK – FF Training Room, Room 20FF and 21FF**  
[shown in red text below]



Signed by [ ]  
for and on behalf of [College of Policing]

.....  
**Authorised signatory**

Signed by [ ]  
for and on behalf of The Police & Crime  
Commissioner for Warwickshire,  
Warwickshire Police Headquarters,  
Woodcote House, Leek Wootton,  
Warwickshire, CV35 7QA

.....  
**Authorised signatory**