

Kier Asset Partnership Services,  
4th Floor Cathedral Court,  
1 Vicar Lane,  
Sheffield.  
S1 1HD

**Small Barn, Mill Buildings, Millhouses Park, Abbeydale Road South, Sheffield, S7**  
**Sheffield City Council ["the Council"] and the Friends of Millhouses Park**  
**["the Licensee"]**

1. The Licensee together with their professional advisers will be permitted to enter on to the premises known as the Small Barn, Mill Buildings, Millhouses Park, Abbeydale Road South, Sheffield, S7 and edged red on the attached plan together with a right of access to the demised premises over the land coloured brown.
2. The Licensee and those authorised by them will enter the premises entirely at their own risk for the purpose of undertaking a feasibility study in relation to the use of renewable energy at the site and for other works as previously agreed in writing with the Council's Parks and Countryside Service.
3. The Licensee shall take all necessary precautions to ensure the safety of all persons and property on or in the vicinity of the premises and shall indemnify the Council against all claims arising out of the work and operations to be carried out on the premises.
4. The Licensee shall ensure that there is in force a policy of insurance against third party risks in a previously approved Insurance Office for an amount of not less than £5,000,000 before commencing any works or operations on the premises.
5. The Licence shall be a term of 5 years commencing on a date to be agreed.
6. The Licence fee shall be a peppercorn exclusive of rates, water rates and other outgoings and shall be payable upon the signing hereof. An administration charge of £150 (one hundred and fifty pounds) will also be payable on the signing hereof. The fees are not refundable.
7. If during the term of the Licence the premises become fit for occupation in connection with the proposed use then the Licensee may occupy the premises in accordance with the terms set out below.
8. The Licensee shall be responsible for the payment of any rates, water rates and other outgoings of whatsoever nature which may be levied in connection with the occupation by the Licensee of the premises.
9. The Licensee is to be responsible for the repair and maintenance of the interior of the premises, including the glass woodwork and metalwork in all internal and external door and window openings and for all internal and external decorations

to the premises provided that the Licensee shall not be required to surrender the premises in any better condition than at the date the premises became suitable for occupation.

10. The Licensee shall be responsible for the repair of any damage caused to the premises by any persons other than the Council its employees or agents and the Licensee shall indemnify the Council against any claims of whatsoever nature arising out of the use and occupation of the premises by the Licensee and shall repay to the Council the cost of clearing any blockage in or damage to the drainage system serving the premises caused by the Licensee.
11. The Licensee shall be responsible for any adaptations which may be required to the premises and for obtaining any necessary planning permission, building regulation approval or other consents which may be required including the Council's consent as Licensor to any proposed alterations and the plans and specifications thereof.
12. If the premises become suitable for occupation the Licensee is to use the premises for offices and meeting rooms and for no other purpose whatsoever.
13. The Licensee shall permit the use of the premises by Millhouses Cricket Club, the Community Assembly and other community groups / organisations as agreed previously in writing with the Council.
14. The premises are to be used so as to cause no nuisance or annoyance to adjoining owners or occupiers of adjoining land or premises or to the general public or to the Council.
15. The Licensee shall be responsible for heating and lighting the premises to the satisfaction of the Licensee and shall pay on demand all charges for fuel consumed.
16. The Licensee shall be responsible for the proper and prompt removal of any refuse from the premises and shall not deposit refuse or other items on any shared premises, yards or land adjoining or near to the premises.
17. The premises are to be left in a clean and tidy condition and in accordance with Term 9 of this Licence at the termination of the Licence.

In this connection the Licensee shall remove any temporary shop signs posters fittings and attachments and shall make good any surfaces damaged by such removal.

18. The Licensee shall not part with or share the possession of the premises or any part thereof. It is agreed that this Licence is personal to the Licensee and shall not be capable of assignment.
19. The Licensee shall use any common access roads for the purposes of access and loading and unloading vehicles only and for no other purpose whatsoever and shall not store any goods of any nature on nor cause any obstruction to any

roads, paths, corridors, staircases or pavements adjoining or near to the premises.

20. The Licensee shall not display any signs or advertisements of any nature on the exterior of the premises without the prior written consent of the Council. The consent of the Council to a sign displaying the name or business of the Licensee is not to be unreasonably withheld.
21. The Licensee will permit all prospective occupiers of the premises with the authority of the Council to view and inspect the premises without restriction at all reasonable times of the working day and without payment of compensation for any hindrance of the business of the Licensee.
22. The Licensee shall not use or permit the premises to be used for the playing of any games by means of amusement machines.
23. The Licensee shall if required by the Council remove from the display window any display determined by the Council to be offensive or otherwise unacceptable.
24. The Licensee shall not store or bring upon the premises any articles or substances of a dangerous or explosive or specially inflammable or combustible nature.
25. The Licensee is to comply with the requirements of the Public Health Act, Offices, Shops and Railway Premises Act, Health and Safety at Work etc. Act, and all appropriate Statutes and Local Bye-Laws in force at any time.
26. The Licensee shall co-operate with the Council's Parks and Countryside Service in developing any plans regarding the Small Barn and the surrounding buildings.

Signed .....  
Licensee

Signed .....  
Kier Asset Partnership Services acting on behalf of Sheffield City Council

Date .....