

DATED 20. MARCH

2019

ROSSENDALE BOROUGH COUNCIL

and

THE OFFICERS OF NEWCHURCH VILLAGE COMMUNITY ASSOCIATION

LICENCE

Re: The Community Garden, Bolton Street, Newchurch, Rossendale,
Lancashire

Clare Birtwistle
Legal Services Manager (Monitoring Officer)
Rossendale Borough Council
The Business Centre
Futures Park
Newchurch Road
Bacup
Lancashire
OL13 0BB

Terms and Conditions of a Licence to do works at the Community Garden, Bolton Street, Newchurch, Rossendale, Lancashire.

Licensor: Rossendale Borough Council of The Business Centre, Futures Park, Bacup, Lancashire, OL13 0BB

Licensee: Danny Allen of 14 Heightside Avenue, Newchurch, Rossendale, Lancashire, BB4 9HA, and Simone Cordelia Cudworth of 3 Bolton Street, Newchurch, Rossendale, Lancashire, BB4 9ER ("the Officers") being the duly authorised officers of the Newchurch Village Community Association, 3 Bolton Street, Newchurch, Rossendale, Lancashire, BB4 9ER ("the Group").

Land: The area known as the Community Garden, Bolton Street, Newchurch, Rossendale, Lancashire, as shown edged red on the attached plan.

Term: A period of two years from 14th March 2019 subject to termination by the Licensee or Licensor giving 4 weeks written notice at any time and in any event the licence shall terminate 14th March 2021.

Licence Fee: The Licensees will pay the Licensor £1 if demanded.

Permitted Use: For grass cutting, tree pruning, weed clearing, path clearing and other soft landscaping works on the Land by the Licensee and the Licensees agents, servants and contractors and members of local community groups or schools.

Conditions:


1. Access is to be restricted to the Land only.
2. The Licensee shall use the Land only for the purposes of the Permitted Use and for no other purpose whatsoever.
3. The Licensee shall make good at their own expense to the reasonable satisfaction of the Licensor in all respect all damage occasioned to the Land or any other adjoining Licensor's land occasioned by or arising out of the use of the site by the Licensee.
4. The Licensee shall ensure that if any children (being under the age of 18 years) are working on the Land they will be supervised by a responsible and properly authorised adult.

5. Any ground works of any description to be carried out on the Land or any other adjoining Licensor's land shall be approved by the Licensor.
6. The Licensee shall not do or cause, permit or suffer to be done on the site any act, deed, omission or thing that would or might constitute a nuisance to either the Licensor or owners of adjoining property.
7. The Licensee shall take all reasonable precautions to prevent damage to any adjacent buildings, footpaths, roads, streets and structures and shall keep any adjacent footpaths, roads, and streets free from mud, soil or other deposits that may be caused as a result of occupation and use of the Land.
8. The Licensee shall not do or bring or cause to permit to be done or brought any act matter or thing upon the Land or any part thereof by reason or in consequence of which the rights of the Licensor under any policy of insurance in respect of the Land or any adjoining or neighbouring premises would or might be prejudicially affected provided that any such matters are not caused by any act or neglect or omission of the parts of the Licensor or its servants.
9. The Licensee shall not prevent the Licensor, its servants, agents and employees at any time from entering the Land for the purpose of ascertaining whether all or any of the terms and conditions of this Licence are being observed and performed.
10. The benefit of this Licence shall be personal to the Licensee and the rights granted shall not be assignable or capable of being made or subject to sub-lease.
11. This permission constitutes a Licence and the Licensor shall retain possession of the Land and nothing herein contained shall be construed as granting any interest in the Land to the Licensee or the Licensee or creating any tenancy of the Land subject however to the right hereby granted.
12. If the Licensee commits any breach of their obligations or fails to observe any condition or agreement contained in this Licence, then the Licensor may determine the Licence by giving the Licensee seven (7) working days notice in writing and the Licensee shall indemnify the Licensor in respect of any expenditure which the Licensor may be put to as a result of the Licensee's non-compliance with any obligations hereunder.
13. The Licensee must provide evidence of public liability insurance in the sum of at least five million pounds and also indemnifies the Council, and will keep the Council indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Licence, any breach of any of the Licensee's undertakings contained in this licence.

14. The Licensee must insure the structures erected on the Land and contents of any structures with a reputable insurance company and shall comply with all requirements of such insurance company in relation to storage and use of flammable materials.

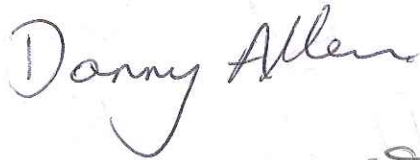
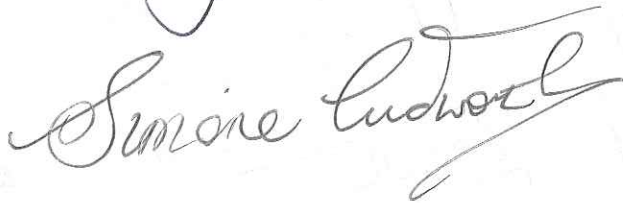
SIGNED

for and on behalf of the Council

A handwritten signature in cursive script, appearing to read "Admister".

SIGNED

for and on behalf of the Licensee

A handwritten signature in cursive script, reading "Danny Allen".A handwritten signature in cursive script, reading "Simone Ludwicz".

**Red edged plan showing the Community Garden, Bolton Street,
Newchurch, Rossendale, Lancashire**

