

LICENCE TO OCCUPY and USE
Common Land known as Saxtead Little Green.
(See map on page 5)

[Dated _____]

(Add date when signed by all parties and provide Licensees with a copy)

Saxtead Parish Council c/o The Chairperson to the Parish Council, Mr George Cullingford, Todd's Farm, Saxtead, Woodbridge, Suffolk IP13 9RB

Dear Sirs/Madames

Licence to Occupy and Use – Common Land known as Saxtead Little Green herein after referred to as The Property.

Saxtead Parish Council acting as the responsible local authority offers a license to permit the Licensees to occupy and use the Property known as **Common Land at Saxtead Little Green.**

Definitions and interpretation

1.1 In the Licence:

Date of Entry is [_____]. Insert date;

Date of Termination is [_____] Insert date.

Licence means the licence to occupy and use the Property common land known as Saxtead Little Green.

"Licensees" are

[_____ Name/s

_____]

(Insert name and address of the Licensees.)

Licensor is for the purpose of this document Saxtead Parish Council. The responsible officer and Chairman to the Parish Council being Mr George Cullingford, Todd's Farm, Saxtead, Woodbridge, Suffolk IP13 9RB and is the person with whom contact should be made.

Permitted Use means either (Delete (a) (b) as appropriate OR (c) as specified)

(a) The grazing of () (Insert number) sheep or other livestock (Please specify) (_____).

(b) The harvesting and removal of hay.

OR (c) a use as agreed formally by the Parish Council which must be defined and agreed before the event by a resolution of the Parish Council. An alternative use must benefit the community and the Property.

Property means the common land defined as Saxtead Little Green as shown on the attached Plan at page 5 of this document.

Schedule of Condition means the land must be returned to the condition as found without damage to the surface, biodiversity as appropriate to permit the continued use as common land. Any trees and planting associated with the common land must be protected from damage throughout the license period. Access to the seating area and the dog waste bin must be maintained. Any additional use (c) above may be subject to a formal inspection before the event to ensure the outcome benefits the Property for its purpose as common land.

The Licenses must notify the Licensor should the Property not be in a condition that was appropriate for its use as common land. Any discrepancies will be agreed by a formal audit of condition and a Schedule of Condition prepared. The Licensor will take any remedial action to ensure the Property is handed to the Licenses as common land before the **Date of Entry** is confirmed. The Licenses must not compromise the future use as common land.

Licence Fee a peppercorn

1.2 In the Licence, unless otherwise specified

1.2.1 any reference to one gender includes all other genders;

1.2.2 words in the singular only include the plural and *vice versa*;

2. **Licence**

2.1 Subject to due compliance by the Licensees with their obligations under the Licence and payment of the Licence Fee the Licensors will permit the Licensees to occupy and use the Property for the Permitted Use only

2.2 The Licensees will occupy the Property as mere licensee only and acknowledge that possession of the Property is retained by the Licensors subject to the rights created by the Licence.

2.3 The Parties agree that the Licence is not a lease and does not confer any tenancy rights on the Licensees.

3. **Duration**

3.1 The Licence will commence on the **Date of Entry** given above and will continue until:

3.1.1 the **Date of Termination** given above;

3.1.2 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 this Licence; or

3.1.3 the expiry of not less than 14 days' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

4. At the **Date of Termination**, the Licensees will:

4.1.1 remove from the Property with their whole equipment and other items, without the need for any notice from the Licensors, and

4.1.2 leave the Property in a condition consistent with full compliance with their obligations under the Licence.

5. Use

- 5.1 The Licensees will use the Property for the Permitted Use and for no other purpose.
- 5.2 The Licensors give no warranty that:
- 5.2.1 The Property is suitable for the Permitted Use.
- 5.3 The Licensees will not do or permit anything in connection with the Property which would be a legal nuisance or cause of damage to the Licensors or the other occupiers of any neighbouring premises or both.
- 5.4 The Licensees will comply with:
- 5.4.1 all statutes, bye-laws and other regulations affecting the Property or the Licensees' use of the Property;
- 5.4.2 all obligations, restrictions, reservations and other conditions in the titles of the Property; and
- 5.4.3 all reasonable requests which may be issued from time to time by the Licensors in relation to the Property, including health and safety, risk management and security.

6. Indemnity and insurance

- 6.1 The Licensees will indemnify and keep indemnified the Licensors on demand from all liability in respect of:
- 6.1.1 any injury to or death of any person;
- 6.1.2 damage or loss which may be suffered by any persons by reason of or arising out of the use of the Property by the Licensees;
- 6.1.3 any breach by the Licensees of their obligations under the Licence; and
- 6.2 The Licensees will take out insurance cover:
- 6.2.1 such as is necessary to give full indemnification to the Licensors.
- 6.2.2 against public liability in at least the sum of £5 million for each and every claim.
- and, in both cases, **will produce written evidence of such insurance to the Licensors on demand.**
- 6.3 The Licensees will not do anything which makes void any insurance policy for the Property effected by the Licensors

7. Condition

- 7.1 The Licensees accept the Property in its present condition as evidenced by the **Schedule of Condition** as being fit in all respects for the Permitted Use. The Licensees must not over-graze the land if the specified use is related to livestock.
- 7.2 The Licensees will:
- 7.2.1 leave the Property in such condition at the **Date of Termination**;
- all to the satisfaction of the Licensors (acting reasonably).
- 7.3 The Licensors will have no liability to repair, maintain, renew or replace the Property.

8. **Alterations**

8.1 The Licensees will not carry out any alterations or additions to the Property without the prior written approval of the Licensors which will not be unreasonably withheld. Where practical the provision temporary fence will be permitted to secure livestock provided that such fencing does not cause risk to others who are entitled under common law rights to have access to the Property. An electrified fence is not permitted.

8.2 To the extent requested by the Licensors, the Licensees will remove any alterations and additions carried out by them and reinstate the Property at the **Date of Termination** to the condition it was in before such alterations and/or additions were made.

9. **Access**

When taking access to the Property, the Licensors will, ensure that any other parties exercising rights of access to the common land will not be inhibited and cause minimum interference as is reasonably practicable with the Licensees' use of the Property and

9.1 Make good to the Licensor's satisfaction (acting reasonably) any damage caused to the Property by the Licensees' fixtures and fittings.

10. **No Liability**

The Licensors are not liable to the Licensees for any loss, injury or damage which the Licensees may sustain from a deficiency in any part of the Property or the death of or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensees in the exercise or purported exercise of the rights conferred on the Licensees under the Licence.

11. **This license is signed:-**

A RESOLUTION was passed by the Parish Council on (_____) (*insert date*) which approved the offer of a License for (_____) (*state approved purpose*) to the parties mention above and are signatories below.

On behalf of the Licensor by Mr George Cullingford, Chairman of the Parish Council

Sign_____

Date_____

Signed by the Licenses

Name/s_____

Sign_____

Sign_____

Address_____

Date_____

