

Licence

Dated:

Parties:

Goldace Developments Limited (1)

The South Hinksey Parish Council (2)

draft

THIS LICENCE is made the day of BETWEEN:

- 1) Goldace Developments Limited of 352b Green Lane, Seven Kings, ILFORD, IG3 9JS (“the Licensors”), and
- 2) The South Hinksey Parish Council (“the Licensee”) of 20a Harley Road, OXFORD, OX2 0HR.

IT IS AGREED that:

1. DEFINITIONS AND INTERPRETATION

In this Licence

- 1.1** “the Allotted Space” means that part of The General Elliot site, Manor Road, South Hinksey, Oxford (OX1 5AS) edged red on the plan annexed to this agreement;
- 1.2** “the Licence Fee” means £100 or such other amount as the Licensor from time to time determines in their absolute discretion;
- 1.3** “the Licence Period” means a period of one year from the date of this Licence;
- 1.4** “the Rights” means the right to use the Allotted Space to use as a car park or for community activities and events.

2. LICENCE

The Licensor grants to the Licensee the Rights (in common with the Licensor and all others authorised by the Licensor so far as is consistent with the Rights) during the Licence Period.

3. LICENCEE’S OBLIGATIONS

The Licensee must:

- 3.1** pay to the Licensor the Licence Fee;
- 3.2** keep clean, tidy and clear of rubbish the Allotted Space;
- 3.3** maintain the reputation of the Licensors’ by selling and provide quality goods or services during any fête held by the Licensee;
- 3.4** insure their own goods or services during any fête if they leave their stock or stalls and other property in the Allotted Space at their own risk whenever the fête is held and will arrange ordinary occupiers insurance

throughout the Licence Period;

- 3.5** not do anything that will or might constitute a breach of any statutory requirement affecting the Allotted Space or that will or partially vitiate any insurance effected in respect of the Allotted Space from time to time;
- 3.6** not use the Allotted Space in such a way to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property;
- 3.7** indemnify the Licensor, and keep the Licensor 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 the Licensee's undertakings contained in this clause, or the exercise or purported exercise of any of the rights in clause 2 of this agreement;
- 3.8** comply with any rules, regulations and bye-laws which the Licensors or any local authority or local fire authority may make governing the use of the Allotted Space or any part thereof and exercise of the Rights and of which the Licensor shall notify the Licensee;
- 3.9** pay to the Licensor on demand, and indemnify the Licensor against, all costs and expenses of professional advisers and agents, including VAT, incurred by the Licensor in connection with the preparation, negotiation and completion of this agreement;
- 3.10** not in any way impede the Licensor, or the Licensors officers, servants or agents, in the exercise of his rights of possession and control of the Allotted Space;
- 3.11** not build any fixed or permanent structure;
- 3.12** provide a key to the Licensor if a fence and gate is installed to secure the Allotted Space.

4. GENERAL

4.1 Determination

The rights granted in clause 2 are to determine without prejudice to the Licensor's rights in respect of any breach of undertakings contained in clause 3

4.1.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of undertakings in clause 3, and

4.1.2 on not less than 2 months notice given by the Licensor or the Licensee to the other party to expire on the last day of a month.

4.2 Assignment prohibited

The benefit of this licence is personal to the Licensee and not assignable, and the rights given in clause 2 may only be exercised by the Licensee.

4.3 Warranty excluded

The Licensor gives no warranty that the Allotted Space is legally fit for the purposes specified clause 2.

4.4 Liability excluded

The Licensor is not to be liable for the death of, injury to the Licensee or any employees and customers, or for damage to any property of theirs, or any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by clause 2.

4.5 Notices

All notices given by either party pursuant to the provisions of this Licence must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day, to the other party at his registered office.

4.6 Legal Fees

It is agreed that the Licensor will pay the Licensees reasonable Legal Fees

and Licence Fee if the Licensor terminates during the Licence Period and refund the Legal Fees and License Fee on a pro rata basis.

4.7 Securing the Allotted Space

It is agreed between the Licensor and Licensee during the Licence Period that the Licensee may secure the Allotted Space with a fence and gate but at the Licensees' own costs.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written

Signed by or on behalf of the Licensor

in the presence of (witness)

Name _____

Address _____

Occupation _____

Signed by or on behalf of the Creditor

in the presence of (witness)

Name _____

Address _____

Occupation _____