

Dated

Between

(1) HORSTED KEYNES PARISH COUNCIL

and

(2) PETER RICHARD VINCE and BARRY JENNINGS

LICENCE TO CONSTRUCT AND USE A BOULES COURT AT HORSTED KEYNES VILLAGE GREEN

Surrey Hills Solicitors LLP  
296 High Street  
Dorking  
Surrey  
RH4 1QT  
HORST01-03  
Final 21.8.17

## BETWEEN

- (1) HORSTED KEYNES PARISH COUNCIL of Rear of Village Hall the Green Horsted Keynes Haywards Heath West Sussex RH17 7AP (Licensor) and
- (2) PETER RICHARD VINCE of Hamewith Barn Birch Grove Horsted Keynes Haywards Heath West Sussex RH17 7BT and BARRY JENNINGS of Pepins Church Lane Horsted Keynes Haywards Heath West Sussex RH17 7AY being the trustees for the Horsted Keynes Boules Group (Licensee)

**1. Definitions**

<b>Land</b>	The Licensor's land known as Horsted Keynes Village Green shown edged red on the Plan
<b>Licence Fee</b>	One peppercorn
<b>Licence Period</b>	The period starting on the date of this licence and ending in accordance with clause 11
<b>Licensed Area</b>	The area shown edged blue on the Plan
<b>Permitted Hours</b>	daylight hours
<b>Permitted Purpose</b>	As a court for playing boules
<b>Plan</b>	The plan appended to this licence
<b>Specification</b>	The specification set out in the Schedule to this licence
<b>VAT</b>	VAT payable under the Value Added Tax Act 1994
<b>Working Days</b>	Mondays to Saturdays

**2. Interpretation**

## 2.1. In this licence:

- 2.1.1. The clause headings are for reference only and do not affect its construction
- 2.1.2. The word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party
- 2.1.3. The word 'include' and 'including' are deemed to be followed by the words 'without limitation'
- 2.1.4. An obligation not to do something includes an obligation not to cause or allow that thing to be done
- 2.1.5. Obligations owed by or to more than one person are owed by or to them jointly and severally, and
- 2.1.6. References to the end of the Licence Period are to its expiry or sooner determination however occurring.

## 2.2. In this licence unless otherwise specified:

- 2.2.1. A reference to legislation is a reference to all legislation having effect in the England at any time during the Licence Period, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notice and byelaws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or court of competent jurisdiction and any approved codes of practice issued by a statutory body, and

2.2.2. Unless otherwise specified, a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time.

### **3. Licence**

- 3.1. In consideration of the Licence Fee and of the Licensee's obligations in this Licence, the Licensor (acting pursuant to Local Government Act 1972 section 111) grants to the Licensee a non-exclusive licence to construct a boules court on and to use the Licensed Area for the Permitted Purpose within the Permitted Hours.
- 3.2. These rights are granted in common with all others entitled to similar rights and on condition that the Licensee does not obstruct or interfere with the rights of the Licensor or any other person so entitled but this shall not prevent the exclusive use of the Licensed Area for matches or match practice.

### **4. Payments**

- 4.1. The Licensee must pay to the Licensor the Licence Fee by annually in advance on the anniversary of this Licence (if demanded).
- 4.2. In addition to the Licence Fee, the Licensee must on demand pay a fair proportion of outgoings of periodically recurring nature incurred in respect of attributable to the Licensed Area.

### **5. Licensee's obligations**

- 5.1. During the Licence Period:
  - 5.1.1. At its own cost and risk to construct the boules court on the Licensed Area in accordance with the Specification and to the Licensor's satisfaction
  - 5.1.2. At its own cost and risk and to the satisfaction of the Licensor, make good any damage caused to any part of the Licensed Area by the exercise of the rights conferred by this licence
  - 5.1.3. Keep the Licensed Area clean and tidy and not place on the Licensed Area anything that might constitute an obstruction or a risk to the health and safety to anyone working at or visiting any of them
  - 5.1.4. Make good the Licensed Area and return the Licensed Area to its pre-existing condition at the end of the Licence Period
  - 5.1.5. Leave the Licensed Area in a clean and tidy condition and free of all the Licensee's equipment, goods and chattels at the end of the Licence Period
  - 5.1.6. Maintain appropriate policies of insurance to cover the risk of damage or injury to any person or property occasioned by the exercise of the rights conferred by this licence in the sum of at least £10 million in respect of any event or series of events and must for this purpose and for the purposes of the indemnity produce a risk assessment within 7 days of the date of this licence for the construction and use of the boules court
  - 5.1.7. Comply with all legislation relating to the Licensed Area and the activities carried out by the Licensee, in particular that relating to health and safety of persons working at or visiting the Licensed Area, and with all regulations made by the Licensor from time to time for the management or operation of the Land, and/or the Licensed Area
  - 5.1.8. Not display any signs or notices at the Licensed Area without the consent of the Licensor
  - 5.1.9. Not do or omit to do anything which might vitiate any insurance in respect of the Licensed Area or the Land

- 5.1.10. Not use the Licensed Area or the Land so as to cause any nuisance, damage, disturbance, annoyance or interference to the owners, occupiers, or users of the Land or any nearby property
- 5.1.11. Not do or omit to do anything which might cause the Licensor to be in breach of the covenant affecting the freehold of the Land under title no WSX316029
- 5.1.12. Carry out and complete within three months of this licence the works set out in the schedule.

## **6. Assignment or sharing**

- 6.1. This licence is personal to the Licensee and to members of the Licensee's organisation and the Licensee must not assign or purport to assign or deal with it in any way. The rights given in clause 3 may only be exercised by the Licensee, its employees and lawful visitors.

## **7. Breach of Licensee's obligations**

- 7.1. If the Licensor gives written notice to the Licensee identifying a breach of the Licensee's obligations under this licence then the Licensee must within 2 Working Days (or immediately in case of emergency) take all steps required to remedy that breach. In case of default the Licensor may take all steps properly required to remedy the breach notified to the Licensee and all liability incurred by the Licensor will be recoverable from the Licensee as a debt.

## **8. VAT**

- 8.1. Any obligation of the Licensee to pay any sum under this licence includes an obligation to pay any VAT properly payable in respect of the supply to which payment of that sum relates
- 8.2. Any obligation of the Licensee to repay or reimburse the Licensor in respect of any expenditure incurred by the Licensor includes an obligation to repay or reimburse any VAT forming part of that expenditure.

## **9. Interest**

- 9.1. If the Licensee fails to pay any sum due under this licence within 10 Working Days after the due date (whether formally demanded or not) then the Licensee must pay to the Licensor interest on the sum at the rate of 4% above the Bank of England base rate for the period commencing on the due date and the date of payment (after as well as before any judgement).

## **10. Indemnity**

- 10.1. The Licensee must indemnify and keep the Licensor indemnified against all liability arising directly or indirectly from the use of the Licensed Area, the exercise of any of the rights under this licence and any breach of the Licensee's obligations under this licence.

## **11. Termination**

- 11.1. This licence will automatically terminate at the end of the Licence Period
- 11.2. If the Licensor considers the Licensee to be in material breach of any of its obligations under this licence then the Licensor may give written notice terminating this licence with immediate effect. On service of that notice, the Licensee must immediately cease exercising the rights and comply with clause 5.1.4 and 5.1.5
- 11.3. Either party may terminate this Licence upon giving to the other not less than 12 months' written notice
- 11.4. This licence will automatically terminate if:

- 11.4.1. the Licensee being an individual becomes subject to a bankruptcy order, or
- 11.4.2. The Licensee being a company or limited liability partnership enters into liquidation whether compulsory or voluntary but not if the liquidation is for amalgamation or reconstruction of a solvent entity or enters into administration or has a receiver appointed over all or any parts of its assets, or
- 11.4.3. The Licensee enters into or makes proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of its creditors, or
- 11.4.4. The Licensee becomes subject to any procedure for the taking control of its goods by another, or
- 11.4.5. The Licensee ceases to operate for a period of 6 months
- 11.5. Termination of this licence will not release the Licensee from its obligation to pay the Licence Fee and any other sums due under this licence up to the end of the Licence Period.

## **12. Warranty**

- 12.1. The Licensor gives no warranty that the Licensed Area is fit for the purpose specified in this licence.

## **13. Notices**

- 13.1. Any notice will be properly served if delivered personally or sent by recorded delivery post to the recipient at the address given in this licence

## **14. Limitation of liability**

- 14.1. The Licensor will not be liable to the Licensee or any other person for any damage or liability caused, nor for any death of or injury to the Licensee, nor for any damage to any property, provided that nothing in this clause shall exclude or limit liability for death or personal injury caused by negligence.

## **15. No tenancy**

- 15.1. The Licensee acknowledges that this licence does not confer a right to exclusive possession in respect of any part of the Licensed Area or the Land. Nothing in this licence is intended to create a tenancy and at the end of the Licence Period the Licensee will have no right to remain at or to operate from the Licensed Area.

## **16. Severance**

- 16.1. If any provision of this licence (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this licence shall not be affected.

## **17. Third parties**

- 17.1. Nothing in this licence is intended to confer any right on any person pursuant to the contracts (Rights of Third Parties) Act 1999.

## **18. Effect of this licence**

- 18.1. This licence supersedes all previous arrangements or licences oral or written and includes all the terms of the licence.

## **19. Costs**

19.1. The Licensee shall contribute £200 towards the Licensor's costs of preparing and completing this licence.

**20. Jurisdiction**

20.1. This licence is governed by the law of England and is subject to the jurisdiction of the courts of England and Wales.

Signed on behalf of the Licensor

Signed on behalf of the Licensee

**Schedule**

- An area of 3 m x 9 m
- The surface to comprise not more than 150 mm in depth of crushed stone topped by coarse sand and gravel and compacted and enclosed with a 150 mm gravel board flush with the surrounding ground level

All as shown on the Plan