

THIS AGREEMENT is made the day of twenty ten (2011)
BETWEEN

HARBOROUGH DISTRICT COUNCIL.....
("the Owner").....and
GREAT GLEN COMMUNITY WILDSpace c/o 6 The Nook, Great Glen, Leicester
.....
("the Licensee")

The Agreement provides as follows:

1. Definitions

- 1.1 'The Site' means the area of land shown edged red on the attached plan.
- 1.2 'The Access' means the points marked in blue on the map.
- 1.3 'The Owner' means Harborough District Council.
- 1.4 'Green Light Trust' means the institution of that name which is an environmental and educational charity which provides a range of support services to Community WildSpace Steering Groups.
- 1.5 'The Steering Group' means the steering group of Great Glen Community WildSpace
- 1.6 'The Licence Period' means the period of 10 years commencing on.....
..... 2010 subject to earlier determination in accordance with clause 5.

2. Licence The Owner grants to the Licensee and all persons authorised by the Licensee in common with the Owner and anyone authorised by the Owner (whether expressly or by implication):

- 2.1 The right to access the Site for the purpose of planting maintaining and managing a wild space, meadow, stream banks and trees thereon with a view to creating and maintaining a recreational and educational wild space for the benefit of the Community and enhancement of the natural environment.
- 2.2 The right to use the Access on foot.
- 2.3 The right to use the Access with vehicles machinery and equipment so far as necessary for the proper maintenance and management of the Site.

3. The Owner's obligations

- 3.1 The Owner provides right of access to the Site for the purpose of planting maintaining and managing a wild space, meadow, stream banks and trees thereon with a view to creating and maintaining a recreational and educational wild space for the benefit of the community and the enhancement of the natural environment.
- 3.2 The Owner will not obstruct the Access nor carry out any operation on the Site which interferes with the rights hereby granted
- 3.3 The Owner will notify the Licensee of the dates, times and purposes of any operations to be carried out on the Land by itself or its agents. Excluding routine Maintenance and any watercourse clearance work.
- 3.4 The Owner will continue to be responsible for the inspection and any maintenance work on the trees on site except those which have been planted by the Licensee and are covered by clause 4.8
- 3.5 The Owner will continue to cut on a regular basis any amenity grass area specified in the management plan.

4. The Licensee's obligations

- 4.1 The Licensee will manage the Site in the manner herein set out and in accordance with any current Green Light Trust code of practice and the steering group's management plans
- 4.2 The Licensee will maintain public liability insurance in a minimum sum of FIVE MILLION POUNDS (£5,000,000) for any single loss and to produce evidence thereof to the Owner on reasonable written request but not more than once in any twelve month period
- 4.3 The Licensee will not carry out any operation upon the Site that causes nuisance or damage to the Owner's Land or to the Owner or any adjoining owner or occupier
- 4.4 The Licensee will notify the Owner of the dates, times and purposes of any operations to be carried out on the Land by itself or its agents.
- 4.5 The Licensee will indemnify and keep indemnified the Owner from and against all legal liability in respect of loss damage actions proceedings suits claims demands costs damages liability and expenses in respect of any injury to or the death of any person or destruction of or damage to any property (whether movable or immovable) by reason of or arising out of the rights hereby granted or the breach of any of the Licensee's obligations in this Licence
- 4.6 The Licensee will provide to the Owner a copy of its management plan for the site and any subsequent amendments
- 4.7 The Licensee will not obstruct the Access and will make good any damage caused to the Access by the exercise of the rights granted in this Licence
- 4.8 The Licensee will remove all machinery and equipment from the Site when not in use thereon
- 4.9 The Licensee will provide risk assessments and method statements for all activities undertaken on the site including evidence that persons are competent to use equipment and hold suitable insurance for the activity
- 4.10 The licensee will ensure that access is maintained to the site at all times ensuring that plants are cut back from entrances and no activity prevents public access unless permission has been obtained from the Owner in advance
- 4.11 The Licensee will ensure that the Site is properly maintained and kept free from rubbish and notwithstanding the generality of the forgoing to ensure that all trees planted by the Licensee are inspected annually by a suitably qualified person and any works of maintenance recommended or required following any and every inspection are promptly undertaken to maintain the trees in a healthy and safe condition
- 4.12 The Licensee will comply with the provisions of all statutes and regulations for the time being in force and requirements of any insurers or of any competent authority relating to the Site and its use.

5. Termination

- 5.1 Either the Owner or the Licensee may terminate this Agreement on any anniversary of this Agreement by serving upon the other at least one month's prior written notice of their intention to do so.
- 5.2 The Owner may terminate this Agreement immediately in the event that the Licensee is in breach of any of the terms of this Licence

6. Disputes

As owners of the Public Open Space, Harborough District Council will have the final decision in the event of any dispute arising.

7. Further agreements and provisions

- 7.1 The rights granted to the Licensee are personal to the Licensee and are not assignable and it is expressly agreed between the parties that this Licence does not confer exclusive possession on the Licensee and creates no tenancy or lease whatsoever
- 7.2 The termination of this licence does not cancel any outstanding obligation which either party owes to the other

This agreement shall be operative for ten years after signing

THE COMMON SEAL of
THE DISTRICT COUNCIL OF HARBOROUGH
Was hereunto affixed
In the presence of:

Signature

Name

..... Chairman of the Council

..... Head of Legal Services

..... Great Glen Parish Council

..... Great Glen Countryside and Wildlife
Society

Dated this day of 2011