

LICENCE TO USE LAND AT RUNCORN ROAD RECREATION GROUND, RUNCORN ROAD, BARNTON.

(Draft – Community Use Agreement)

1. Parties

This Licence is made between:

- (1) BARNTON PARISH COUNCIL (“the Licensor”), and
- (2) Restore Habitat UK (“the Licensee”).

2. The Land

The Licensor permits the Licensee to use and manage the area of land shown edged in red on the attached plan (“the Licensed Area”).

For the avoidance of doubt, the Licensed Area excludes the designated play area and any other land retained by the Licensor.

The Licensor shall retain control of the remaining land but shall not permit third-party use of the Licensed Area where such use would interfere with the Licensee’s permitted use and management.

3. Purpose of Use

The Land may be used for community orchard development, habitat restoration, biodiversity enhancement, education, wellbeing activities, and associated community and fundraising purposes.

4. Term

This Licence shall run for a term of 25 years from the commencement date unless terminated in accordance with clause 10.

This Licence is intended to support the long-term establishment and management of the project.

4A. Future Lease Intention

The Parties acknowledge and agree that this Licence is intended as a precursor to the granting of a formal lease of the Licensed Area.

The Licensor agrees, subject to satisfactory progression of the project, to enter into good faith discussions with the Licensee for the grant of a long-term lease of the Licensed Area on terms to be agreed.

Such agreement shall not be unreasonably withheld or delayed where the Licensee demonstrates appropriate management, community benefit, and compliance with the terms of this Licence.

5. Licence Fee

The Licensee shall pay a peppercorn fee of £1 per year upon request.

6. Access and Use

The Licensor retains the right to access the Land at all reasonable times.

The Licensor shall not permit third-party use of the Licensed Area (as defined in clause 2) where such use would interfere with the Licensee's use, management, or development of that area.

7. Management, Maintenance and Improvements

The Licensee shall:

- Maintain the Land in a safe, clean, and tidy condition
- Manage vegetation and planting responsibly
- Comply with all relevant laws and regulations

The Licensee may install planting, pathways, fencing, and habitat features as reasonably required for the permitted use.

The Licensee shall notify the Licensor in advance of any structures or significant alterations to the Land.

All planting and ecological improvements shall remain in situ for the duration of the Licence.

8. Insurance and Risk

The Licensee shall:

- Maintain public liability insurance of not less than £5 million

- Provide evidence of such insurance upon request
- Provide a risk assessment on an annual basis

The Licensee uses the Land at their own risk.

9. Indemnity

The Licensee indemnifies the Licensor against claims, costs, and liabilities arising directly from the Licensee's activities on the Land.

10. Termination

The Licensor may terminate this Licence only in the event of a material breach of its terms by the Licensee, subject to a minimum of 90 days' written notice and failure by the Licensee to remedy such breach within that period.

11. Partnerships and Delivery

The Licensee may work with partners, volunteers, and community organisations in delivering the permitted use of the Land.

12. Grant Funding

The Licensor grants consent for the Licensee to apply for and receive grant funding in connection with the permitted use of the Land, provided such activities are in accordance with this Licence.

13. Complaints and Community Relations

Any complaints or concerns relating to the use of the Licensed Area should in the first instance be directed to the Licensee, who shall use reasonable endeavours to address such concerns.

Complaints must relate to demonstrable issues of safety, unlawful activity, or statutory nuisance and shall not be based solely on personal preference or objection to the intended community use.

14. Notices

Any notice under this Licence must be in writing and delivered by hand or email to the addresses stated above.

15. Governing Law

This Licence shall be governed by and interpreted in accordance with the laws of England and Wales.

16. Signatures

Signed for and on behalf of the Licensor:

Name: _____

Signature: _____

Date: _____

Signed for and on behalf of the Licensee:

Name: _____

Signature: _____

Date: _____

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