

**THIS LICENCE** is dated ..... and is made **BETWEEN:**

(1) **The Ivers Parish Council** of 45B High Street, Iver, Bucks, SL0 9ND (hereinafter known as the 'Licensor'); and

(2) **\*\*\*redacted\*\*\*\*** (hereinafter known as the 'Licensee').

(each a **Party** and together the **Parties**)

**1. Definitions and Interpretations**

In this Licence, except where the context otherwise requires, the following terms shall have the following meanings.

<b>'Access'</b>	The access created at the rear boundary of the Property between the Property and the Premises (shown in Annex 2 for identification purposes only).
<b>'Licence Fee'</b>	£100.
<b>'Licence Fee Date'</b>	The date of this Licence
<b>'Licence Period'</b>	The period from and including the date of this Licence until the date at which this Licence is terminated in accordance with clause 2.2.
<b>'Permitted Days'</b>	Monday to Sunday.
<b>'Permitted Hours'</b>	07:00 am to 21:00 pm.
<b>'Permitted Use'</b>	Using the Access of the Property during the Permitted Hours only to: a) enter the Premises from the Property for the purpose of exercising only; and b) enter the Property from the Premises.
<b>'Premises'</b>	Means Iver Recreational Ground (shown [edged green] for identification purposes only on the plan in Annex 1) with title number BM355953 and part of BM354957.
<b>'Property'</b>	Means the property at <b>*** redacted****</b> (shown [edged and filled red on the plan at Annex 1 for identification purposes only) with title number

**2. Grant of licence**

2.1 The Licensor permits the Licensee to use the Access during the Licence Period for the Permitted Use.

2.2 Either Party can end this Licence at any time by giving the other at least 7 days' notice and no compensation, refund or part-refund of the Licence Fee shall be payable.

- 2.3 The Licensee acknowledges that:
  - 2.3.1 no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence;
  - 2.3.2 The Licensor retains control, possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises; and
  - 2.3.3 This Licence is personal to the Licensee and may not be transferred.

### 3. Licensee's covenants

- 3.1 The Licensee shall pay the Licence Fee to the Licensor for the Licence Period at the Licence Fee Date.
- 3.2 The Licensee shall not do or permit or suffer to be done any of the following:
  - 3.2.1 use the Access otherwise than for the Permitted Use;
  - 3.2.2 enter the Premises outside the Permitted Hours or otherwise than on the Permitted Days;
  - 3.2.3 share the Access to the Premises or any part of it with any person who is not a Party to this Licence;
  - 3.2.4 make any alteration or addition to the Premises;
  - 3.2.5 put any signs at the Premises or at the boundary at which the Access is erected without the prior written consent of the Licensor; or
  - 3.2.6 cause any nuisance or annoyance to the Licensor or to the owners or occupiers of any neighbouring premises in exercising the rights granted by this Licence.
- 3.3 The Licensee shall:
  - 3.3.1 ensure the Access is properly secured when not in use and at all times outside the Permitted Hours;
  - 3.3.2 ensure the boundary at which the Access is erected is clean and tidy at all times; and
  - 3.3.3 make good any damage caused to the Premises by the Licensee in the exercising of its rights under this Licence.
- 3.4 The Licensee shall obtain maintain and renew any licence or registration which is required in connection with the Licensee's use of the Premises and shall comply with the terms and conditions of the licence or registration and all laws and regulations relevant to the Licensee's use of Access and the Premises.

### 4. Licensor's covenants

The Licensor shall allow the Licensee access to and egress from the Premises for the Permitted Use.

**5. General**

- 5.1 The Parties agree that a person who is not a Party to this licence has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this licence.
- 5.2 All notices given under this Licence must be in writing and for the purpose of service the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 are incorporated in this Licence.
- 5.3 No variation of this Licence shall be effective unless it is agreed in writing and signed by the Parties (or their authorised representatives).
- 5.4 If any provision or part-provision of this Licence becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 5.5 This Agreement and any dispute or clam arising our of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales.
- 5.6 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Licence has been entered into on the date stated at the beginning of it.

Signed by ..... for and

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on behalf of the Licensor

Signed by \*\*\*redacted\*\*\* for and  
on behalf of the Licensee

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# Annex 1

Map showing Iver Rec and licensee property

## Annex 2

[INSERT PHOTOGRAPH OF ACCESS GATE]