

DEVON COUNTY COUNCIL

to

WITHERIDGE PARISH COUNCIL

LICENCE

for

use and occupation of land
comprising part of playing
field of Witheridge Church
of England Primary School

xd.

John W. Ramsden,
Area County Secretary,
Devon County Council,
Civic Centre,
Barnstaple.

THIS LICENCE made the Twelfth day of April One thousand nine hundred and seventy six BETWEEN the DEVON COUNTY COUNCIL of County Hall Exeter (hereinafter called "the Council") of the one part and the WITHERIDGE PARISH COUNCIL (hereinafter called "the Licensee") of the other part

WITNESSETH as follows

1. In consideration of the payment hereinafter covenanted to be made by the Licensee the covenants and conditions herein contained and on the part of the Licensee to be observed and performed and the agreement by the Licensee herein contained the Council hereby grants unto the Licensee the right for the Licensee to use ALL THAT plot of land situate at Witheridge in the County of Devon and being the playing field of the Witheridge Church of England Primary School and shown for the purpose of identification only on the plan annexed hereto and thereon coloured pink for the purpose of providing recreational facilities for members of the Parish of Witheridge only at any time outside of normal school hours and during school hours only with the prior approval of the School Headmaster

2. The right shall be exercised by the Licensee in common with the Council and all other persons now or hereafter authorised by the Council to use any of the facilities or premises affected by this Licence except that no Licence shall be granted for the permitted use save as herein otherwise provided

3. (i) The Council shall not be liable to the Licensee or to any person exercising the rights hereby granted for any personal injury damage loss or inconvenience howsoever or wheresoever caused to them or to any goods or chattles brought by any person upon the land it being the intention of and agreed between the parties hereto that the Licensee and any other person exercising the rights at the invitation of the Licensee shall do so at the risk of the Licensee and accordingly the Licensee agrees to indemnify the Council against all claims (as hereinafter defined) by any lawful visitor to the land who shall have entered thereon for the purpose of using the land (in whole or in part)

(ii) By "claims" in the preceding sub-clause is meant a claim in respect of the condition of the land or for the breach of the statutory common duty of care or for the negligence of the Council or of those for whose negligence the Council could or might otherwise be responsible

4. This Licence shall be an annual Licence commencing on the First day of September in each year but determinable as hereinafter provided

5. The consideration payable for the rights shall be Five pence (5p) per annum payable in advance on the First day of September in each year

6. The Licensee hereby covenants and agrees with the Council as follows

(i) To make the said payment to the Council in accordance with the foregoing provisions whether the same be demanded or not _____

(ii) ~~Not to use~~ the land for any purposes other than community recreation and not to damage the said land or any part thereof _____

(iii) Not to erect or permit to be placed any structure or other obstruction upon any part of the said land _____

(iv) So to conduct activities and ensure that the rights hereby granted are so exercised as not in any way to interfere or adversely affect the enjoyment of the land by the Council or by others authorised by it _____

(v) To use the Licensee's best endeavours to expel any persons trespassing upon the land _____

(vi) To keep the land clean and tidy and clear of litter _____

(vii) To ensure that the rights are exercised by those authorised to exercise them in a reasonable and sportsmanlike manner _____

(viii) Not to permit any entrance to be made to the said land through the Council's adjoining school premises but to ensure that all entrance is made through the land shown coloured blue on the said plan annexed hereto _____

(ix) At the Licensee's own expense to take down the existing fence between the points B - C - D on the said plan and to re-erect the same on the line A - B such re-erected fence to include a ten feet timber field gate in a position to be agreed by the Council and to execute all such fencing works to the reasonable satisfaction of the Council _____

(x) Prior to the commencement of any fencing works referred to in the preceding clause to deposit with the Council the sum of Two Hundred Pounds (£200) such sum to be held in a deposit account and in the joint names of the Council and the Licensee such sum to be returned to the Licensee upon reinstatement to the Council's satisfaction of the boundary B - C - D on the said plan at the termination of this Agreement _____

(xi) Not to sub-licence or part with the rights hereby granted over the said land or any part thereof _____

(xii) Not to assign the benefit of this Licence _____

(xiii) To keep the Council and all those authorised by it to use the land indemnified against all damage loss and injury of every description which may occur to or affect the Council or such other persons as aforesaid or their property and which may arise from or through the exercise of the rights by any authorised person including any persons invited by the Licensee or the non-observance of any of the items in this Licence howsoever expressed or implied _____

(xiv) To permit and allow the Council free of any further monetary or other consideration to use for normal school recreation purposes the area of land shown coloured blue on the said plan and comprised in a Lease dated 24th June 1975 and made between the Council of the one part and the Licensee of the other part _____

(xv) To ensure that any Committee formed for the management of the said land and also the adjoining blue land comprises at least two Managers of the Witheridge Church of England School and also the Head Teacher of the said school as an ex-officio member _____

7. This Licence may be determined by the Council

(a) If at any time any payment due hereunder is unpaid for twenty-eight days after being demanded _____

(b) If the Licensee shall have failed for a period of twenty-eight days to remedy any breach (capable of remedy) of any of the stipulations and conditions herein contained after being required to remedy the same by notice in writing from the Council specifying the breach and requiring the same to be remedied _____

(c) On any breach by the Licensee of the stipulations and conditions herein contained which is in the opinion of the Council incapable of being remedied and is stated so to be in the notice given by the Council _____

(d) Upon either party giving to the other three months' notice in writing to expire at any time _____

8. It is hereby agreed and declared between the parties hereto

(a) That this Agreement constitutes a Licence and confers no tenancy upon the Licensee and that possession of the land is retained by the Council subject however to the rights created by this Licence _____

(b) The Council shall be responsible for the maintenance of the said land to its own required standard as school playing field but that the Licensee may with the consent of the Council improve upon this standard should it so require.

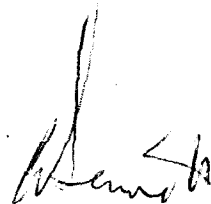
9. The provisions with regard to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to this Licence as if incorporated herein and as if the Council were Lessors and the Licensees were Lessees and it is further agreed that notice shall be deemed to be properly served if served on the Council by notice to the County Secretary at County Hall, Exeter and upon the Licensee if addressed to the Clerk for the time being of the Licensee at his last known address _____

IN WITNESS whereof ALAN EDGAR BENNETT County Secretary and duly authorised Agent of the Council has hereunto set his hand and

being the Chairman for the time being of the Licensee has hereunto set his hand the day and year first before written

SIGNED by the said
ALAN EDGAR BENNETT
in the presence of

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County Secretary

H. C. Body
County Hall, Exeter
(Clerk)