

## ARBORETUM AT NEWTON ST CYRES

### **Licence**

Licensor: Dr J Quicke

Licensee: Newton St Cyres Parish Council

The Licensee can delegate work and activities to another body such as "The Friends of the Arboretum", but such a body would have no rights under this Licence.

Land to be included: the area known as the Arboretum in Newton St Cyres (excluding the summer house) as shown outlined in red on the attached plan.

Term: annual. Fee: £10 pa.

Termination of agreement: 6 months notice for either party.

The Licensor may determine this License by immediate written notice in the event of wilful or unnecessary damage to any property associated with the arboretum.

The Licensee must indemnify the Licensor against all costs, proceedings, claims, demands, losses, damages or liabilities caused by or incurred as a result of the operation of this licence or the Licensee's use and enjoyment of the land, whether the damage is caused to the Licensor, his property or persons on or connected with it, the Licensee or any other person, matter or thing, except any obligation or liability imposed on the Licensor by law that cannot be borne by the Licensee.

Licensee obligations: Cut paths. Pay for summer house to be fenced off.

Licensor is allowed to stop access for essential land management activities if required eg tree felling, cutting tracks with a tractor, tree surgery, shooting etc. Licensor will give at least 1 week's notice unless emergency.

Allowable activities: walking, resting and relaxation, exercising dogs,

Not allowable activities: Fires of any kind (unless a specific request from the Licensee is agreed by the Licensor), parties (unless a specific request is agreed by an officer of the Friends of Newton Arboretum); barbeques and motorised vehicles not permitted.

Insurance: Licensee to have adequate public liability and other insurance in place.

Licensor or Licensee (or their representatives) to inspect trees annually for health and safety purposes and if necessary get quotations for tree surgery, which the licensee will pay for.

The licensee is at liberty to get a second opinion on the need for tree surgery and it's cost. Should agreement not be reached, this licence will terminate immediately.

All tree felling and tree and shrub planting (but not bulbs, small annual plants or wild flowers) must be agreed by the Licensor in writing before work commences, unless emergency action is required on the grounds of safety.

No compensation payable by Licensor for Licensee's improvements.

Access is not exclusive to the Licensee.

Access is restricted to the hours of daylight.

At the end of the Licence period:

The Licensor will not be responsible for any grant monies which may need to be repaid to grant giving or other bodies in the event of the Licence period being terminated for whatever reason or at whatever time.

Items brought in by the Licensee including plants, trees, garden furniture, stone, fence and track making materials and any other items or things may be removed by the Licensee at their expense at the end of the Licence period provided the land is made good after their removal and left in a similar condition to that at the start of the Licence period.

Any items left for more than 6 months after the Licence Period ends will become the property of the Licensor, and no compensation will be payable to the Licensee for them.

Review: An annual meeting will be held between representatives of the Licensor and the Licensee to review arrangements

Signed by the Licensor..... 

Status..... LAND OWNER

Date..... 14-9-2016

Signed on behalf of the Licensee..... 

Status..... Chairman

Date..... 6/10/16