

Some information relating to the licence for the Community Gardens in Pannett Park

Licence Period: for the period of one year

Rights: the right to plant flowers plants vegetables shrubs and **trees** in or on the Premises in accordance with the terms set out in the Licence

Licence

The Licensor permits the Licensee to enter onto the Premises to the extent necessary to exercise the Rights and for no other purposes during the Licence Period on the terms set out in this Licence.

For the avoidance of doubt full occupation and possession of the Premises remains with the Licensor subject only to the Rights granted by this Licence to the Licensee.

For the avoidance of doubt any plants flowers vegetables shrubs trees or any other article planted or placed in or on the Premises will become and remain the property of the Licensor at the termination (for whatever reason) of this Licence.

Licensee's Agreements

The Licensee agrees with the Licensor:-

Maintenance

Not to remove or alter any fence hedge or other boundary on the Premises.
To ensure that the Premises is planted in a proper manner to a design and using plants previously approved by the Licensor's Parks & Country side Department and that the Premises is not used for any trade or business but only as a community garden and for no other purpose whatsoever

To ensure that at all times the Premises and the Licensor's adjoining land is kept in a clean and tidy condition and not to deposit or permit to be deposited rubbish of any kind whatsoever on the Premises or the Licensor's adjoining land or any land paths or roads adjoining the Premises

Not to cause any obstruction to the Licensor or its invitees or any member of the public using Pannett Park

To ensure that the Premises is at all times kept free from all weeds and other noxious growths and to deliver up the Premises in the same state and condition at the end of this Licence

Not to fell or cut or permit to be felled or cut any timber or trees on the Premises nor to take sell or carry away any minerals gravel sand clay chalk soil plants vegetables flowers shrubs turf or other things from the Premises without the Licensor's prior written consent

On determination of this Licence to pay to the Licensor such sum as the Licensor shall reasonably incur in remedying any breach of the Licensee's covenants in this Licence

Not without the prior written consent of the Parks & Countryside Department of the Licensor to erect any notice advertisement or plaque on the Premises other than any name plaque of standard design which might be supplied to the Licensee by the Licensor and to ensure that any notice advertisement or plaque erected with consent is kept in a good state of repair and condition

Not to bring onto the Premises or the Licensor's adjoining land or to connect to or use a water butt or hosepipe but to water the Premises using a watering can only

Not to bring on to the Premises or to use any chemicals or weed-killers on the Premises other than those that might (at its discretion) be supplied by the Licensor

Not to bring on to the Premises or to use any manure other than any that might (at its discretion) be supplied by the Licensor

Buildings

The Licensee shall not be permitted to erect or construct any permanent or temporary buildings on the Premises.

Indemnity

To indemnify and keep the Licensor indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the exercise by the Licensee of the Rights

Nuisance

Not to do or cause or permit to be done any act or thing on or near the Premises or on or near the Licensor's adjoining land which may be or become a nuisance or inconvenience or cause damage or annoyance to the Licensor or owners or occupiers of adjacent land or members of the public.

Use of Premises

Access

Access to the Premises shall be on foot only across the pathway shown marked blue on the attached plan.

Inspection

The Premises will be subject to inspection by the Licensor from time to time to ensure that the Licence terms have been complied with. If any non-compliance is noted the Licensee will be required to take immediate remedial action as directed by the Licensor.

Use

The Licensee shall use the Premises for the exercise of the Rights and for no other purpose whatsoever.

Termination

The Rights and this Licence will terminate immediately on the happening at any time of any of the following events:-

By not less than two weeks prior written notice being given by either party to the other for any reason whatsoever.

Where the Licensee commits any breach or persistent breaches of the terms of this License and the Licensor having given written notice to the Licensee of such breach or breaches the Licensee fails within such period as the Licensor may specify to rectify such breach or breaches