

**THIS LICENCE** is made the

day of

2018

**BETWEEN:**

- (1) **EPPING FOREST DISTRICT COUNCIL** of Civic Offices, High Street Epping, Essex CM16 4BZ ('the Licensor'), and
- (2) **LOUGHTON TOWN COUNCIL** of Loughton Library and Town Hall, Traps Hill, Loughton, Essex IG10 1HD ('the Licensee').

**NOW IT IS AGREED as follows:**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 'The Event' and 'the Events' means the event or events specified in the Schedule of Events
- 1.2 'The Licence Fee' means a peppercorn
- 1.3 'The Licence Period' means the date specified in the Schedule of Events on which a particular Event takes place.
- 1.4 References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.5 'Jessel Drive Green' means that part of Jessel Drive Green, Debden, Loughton near to the flat area opposite the Cottage Loaf Public House indicated on Plan No.1 annexed hereto
- 1.6 'The Permitted Hours' means the hours between 8am and 6pm on the date of the Event.
- 1.7. "The Permitted Use" means the Event specified in the Schedule of Events which is to take place on a particular date at the specified location of the Premises
- 1.8 'The Premises' means Jessel Drive Green Debden, Loughton being the location of a particular Event as specified in the schedule: and 'the Open Area' means the whole of the open area or areas in the Licensor's ownership of which the Premises comprise part.
- 1.9 'The Rights' means right to use the Premises for the Permitted Use
- 1.10 'Schedule of Events means the Schedule of Events in this Licence.
- 1.11 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.12 Any agreement by the Licensee not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Licensee is aware that the thing is being done

1.13 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

## **2. LICENCE**

The Licensor grants to the Licensee the Rights (in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the Rights) during the Permitted Hours during the Licence Period.

## **3 LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Licensor as follows:

### **3.1 Licence fee**

The Licensee must pay to the Licensor the Licence Fee on demand

### **3.2 VAT**

All VAT incurred in relation to any costs that the Licensee is obliged to pay or in respect of which it is required to indemnify the Licensor under the terms of this Licence, save where such VAT is recoverable or available for set-off by the Licensor as input tax.

### **3.3 State of Premises**

3.3.1 The Licensee must keep the Premises and Open Area clean and tidy and clear of rubbish arising from the exercise or purported exercise of the Rights and leave the Premises and Open Area in a condition satisfactory to the Licensor at the end of the day of each Event.

3.3.2 The Licensee must not nor allow or permit any person attending the Event to:

3.3.2.1 interfere with, damage, or remove any part of the Premises or Open Area including trees, shrubs, flora, fauna, flower beds lawns and grass areas at the Premises or Open Areas

3.3.2.2 mark any tree or otherwise leave any permanent marks

3.3.3 Immediately upon the occurrence of any damage to the Premises or Open Area (including any damage to grassed areas caused by delivery vehicles pursuant to clause 3.8.3) or any erections or other property of any kind on them, or injury to any person on the Premises or Open Areas, in any way attributable to the exercise or purported exercise of the Rights, the Licensee must make good the same, or pay to the Licensor or the person injured full compensation in money for such damage.

### **3.4 Statutory obligations**

The Licensee must comply in all respects with the requirements of all statutes applicable to the exercise of the Rights

### **3.5 Rules and regulations**

The Licensee must comply with all requests made by the Director of Housing or other representative in connection with this licence and organise and manage the Events to the satisfaction of the Director of Housing or other representative of the Council.

### **3.6 Licensor's rights**

3.6.1 The Licensee must not impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Premises.

3.6.2 The Licensee must permit the Licensor or its officers, servants or agents to enter and view the exercise of the Rights.

### **3.7 Assignment**

The Licensee must not assign or sublicense the whole or any part of the Rights which are personal to the Licensee.

### **3.8 Nuisance**

3.8.1 The Licensee must not do anything on the premises or permit or allow anything to be done nor exercise the Rights

3.8.1.1 in such a way as to cause damage to the Premises or Open Area or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or the owners or occupiers of adjacent or neighbouring premises, or

3.8.1.2 which would enclose any area such that it becomes inaccessible to a representative of the Council or to the public or

3.8.2 The Licensee must not make use or permit or allow to be used any loudspeaker or public address system at any Event outside the Permitted Hours.

3.8.3 The Licensee must not drive or park or permit or allow any vehicle to be driven or parked on the Premises or the Open Areas EXCEPT for delivery vehicles for the purpose of loading and unloading equipment in connection with the Events.

### **3.9 Permissions and notices**

The Licensee must obtain all planning or other permissions, licences and consents from all appropriate authorities and serve or display all notices that may be required to exercise the Rights on, at or from the Premises.

### **3.10 Risk Assessment**

The Licensee will provide the Licensor a copy of the risk assessment at least seven days prior to each Event and will comply with any reasonable requirements of the Licensor in respect of the risks that may affect any Event.

### **3.11 Children's Safeguarding**

The Licensee shall make arrangements, supervise children and undertake safeguarding children's risks and comply with the Safeguarding Vulnerable Groups Act 2006.

### **3.12 Equipment**

The Licensee must ensure that all equipment used at or in connection with the Permitted Use has been safety checked, is in good repair and complies with and is operated in accordance with good industry standards.

### **3.13 Health and Safety**

To comply with and ensure that all persons attending the Event comply with Health and Safety legislation relevant to the Event.

### **3.14 Indemnities**

Except to the extent that the Licensor may be indemnified by insurance the Licensee must keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or any persons at the Premises expressly or impliedly with its authority or the exercise or purported exercise of the Rights, or any breach or non-observance by the Licensee of the obligations, conditions or other provisions of this Licence.

### **3.15 Liability insurance**

The Licensee must effect and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Rights in the amount of £5 million in respect of any one claim for bodily injury or disease or damage to property, and must make available to the Licensor or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

**4 TERMINATION**

Following any breach by the Licensee of the obligations contained in clause 3 the Licensor may serve notice on the Licensee terminating the Licence in respect of any or all Events (without prejudice to the Licensor's rights in respect of any breach of the Licensee's obligations contained in clause 3)

**5 MISCELLANEOUS**

**5.1 Exclusion of warranty as to use**

Nothing in this Licence is to imply or warrant that the Premises may lawfully be used, or are physically suitable for the exercise of the Rights.

**5.2 Exclusion of third party rights**

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

**5.3 Exclusion of Licensor's liability**

The Licensor shall not be liable for the death of, or injury to, the Licensee or its employees and invitees or for damage to any property of theirs, or for any losses, or other liability, incurred by them, or in the exercise or purported exercise of the Rights except where such death or injury is due to the negligence of the Licensor.

**5.4 Notices**

All notices served by either party pursuant to the provisions of this Licence shall be in writing, and shall be sufficiently served if delivered by hand, or sent by recorded delivery to the address of the Licensor or Licensee specified in this Licence

AS WITNESS the hands of .....on behalf of Epping Forest District Council and **ENID WALSH** on behalf of Loughton Town Council

## SCHEDULE OF EVENTS

Date	Location	Event
15 July 2018 Set up - 8.30am – 12pm Event - 12.00 noon – 4.30pm Clear Away 4.30 – 6.30pm	Jessel Drive Green, Debden, Loughton	(1) Community Fun Day organised by the Loughton Town Council (2) 'The Big Bounce' organised by the Red Balloon Foundation and Epping Forest Community Church and Restore (including inflatables and soft play and Restore) (3) Arena Displays – dance, choirs, rock band and similar with sound system (4) Craft and community stalls, food and refreshments stalls (5) Kite Flying and Workshop (6) Climbing Wall (7) Hamster balls (8) 2 x children's funfair rides

Signed by

For and on behalf of the Licensor

Signed .....

Dated .....

WITNESS

Name (in Block Capitals) .....

Signed:

Address

AND BY **ENID WALSH**

for and on behalf of the Licensee

Signed .....

Dated .....

WITNESS

Name (in Block Capitals) .....

Signed:

Address

Dated

2018

Epping Forest District Council

and

Loughton Town Council

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Licence to use Jessel Drive Green Open Space,  
Debden for Events

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C. O'Boyle,  
Epping Forest District Council,  
Civic Offices,  
High Street  
Epping,  
Essex CM16 4BZ  
DG/RR/CM/462