

LICENCE AGREEMENT

Date: 2025

- (1) **Warwickshire County Council** of Shire Hall, Warwick, CV34 4RL (“**the County Council**” and “**Licensor**”)
- (2) **The Governing Body of Welford-On-Avon Primary School**, Headland Road, Welford- On-Avon, CV37 8ER (“**the School**” and “**Licensor**”)
- (3) **Welford on Avon Parish Council**, 22 Quiney Lees, Welford on Avon, Warwickshire, CV37 8PU (“**the Parish Council**” and “**Licensee**”)

AGREED TERMS

1. Interpretation

1.1. The following definitions and rules of interpretation apply in this licence

Designated Days of Use	means days during the School Holidays and weekends during the Summer Term
Designated Hours of Use	means between 09:00 hours and sunset on the Designated Days of Use
Licensed Area	means the land edged blue and red on the Plan
Licence Period	means the period from and including 15 th May 2025 until the date on which this licence is determined in accordance with Clause 4.
Licence Fee	means the amount of £1.00 per annum or such other amount as the School in its absolute discretion may from time to time determine on giving two months’ notice

Permitted Use	A play area and recreation ground for children aged under twelve
Plan	means the plan attached to this Licence marked "Licence Plan"
School Holidays	means school holidays outside of term time as published by the School and the County Council excluding all days when the school is open to pupils and inset (teacher training) days
Summer Term	means the summer term dates as published by the School and the County Council

- 1.2. Clause schedule and paragraph headings shall not affect the interpretation of this Licence
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality)
- 1.4. The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless expressly provided otherwise in this licence, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. Unless expressly provided otherwise in this licence, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9. A reference to writing or written includes email
- 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11. References to clauses and Schedules are to the clauses and Schedules of this licence.

- 1.12. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13. Unless expressly provided otherwise, the obligations and liabilities of the Licensors under this licence are joint and several.
- 1.14. A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to Occupy

- 2.1. Subject to Clause 3 and Clause 4 the Licensors permit the Licensee to occupy the Licensed Area for the Permitted Use for the License Period during the Designated Days of Use and Designated Hours of Use in common with the Licensors and all others authorised by the Licensors (so far as is not inconsistent with the rights given to the Licensee to use the Licensed Area for the Permitted use).
- 2.2. The Licensee acknowledges that
- 2.2.1. the Licensee shall occupy the Licensed Area as a licensee and that no relationship of landlord and tenant is created between the Licensors and the Licensee by this licence.
- 2.2.2. the Licensors retain control, possession and management of the Licensed Area and the Licensee has no right to exclude the Licensors from the Licensed Area.
- 2.2.3. the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in Clause 2 may only be exercised by the Licensee.

3. The Licensees Obligations

The Licensee agrees and undertakes

- 3.1. To pay to the School the per annum Licence Fee, without any deduction, in advance of the first day of the Licence Period and then yearly thereafter on or before the anniversary of the commencement of the Licence Period.
- 3.2. To keep the Licensed Area clean, tidy and clear of rubbish and leave it in a clean and tidy condition at the end of each day
- 3.3. To maintain public liability insurance throughout the Licence Period providing coverage of at least £10 million including adequate insurance for any play equipment located within the

Licensed Area and produce a copy of such insurance policy to the Licensors on written request.

- 3.4. To indemnify the Licensors and to keep the Licensors indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liabilities in any way arising from;
 - 3.4.1. this licence;
 - 3.4.2. any breach of the Licensee's undertakings contained in this clause 3;
 - 3.4.3. the exercise of any rights given in clause 2
- 3.5. To conduct a joint inspection of the Licensed Area with a representative of the School prior to the beginning of the Licence Period and prior to each School Holiday and agree a photographic record showing the state of repair of the Licensed Area.
- 3.6. To keep any play equipment in the Licensed Area in reasonable repair and carry out regular inspections of the play equipment in compliance with relevant guidance and regulations.
- 3.7. To establish a clear system for the public to report any concerns, damage or incidents in relation to the Licensed Area such system to include a dedicated phone number and email address, regular monitoring of reports and prompt action to address any issues and a process for communicating actions taken to resolve issues back to the School and the community.
- 3.8. To establish clear protocols to ensure the safety of children using the Licensed Area such as clearly posted rules and emergency contact information and periodic inspection of the Licensed Area to check all is in order.
- 3.9. To ensure that the gate to the Licensed Area from Headland Road is locked at the end of the Designated Hours of Use and the Licensed Area is secured, an inspection having first been carried out to establish that the Licensed Area is unoccupied
- 3.10. Not to use the Licensed Area for anything other than the Permitted Use.
- 3.11. Not to make any alteration or addition whatsoever to the Licensed Area without the prior written consent of the Licensors.
- 3.12. Not to do or permit to be done on the Licensed Area anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensors or to tenants or occupiers of the School or any owner or occupier of neighbouring property.
- 3.13. Not to cause or permit to be caused any damage to the Licensed Area or any neighbouring land or property

- 3.14. Not to access or permit to be accessed any other part of the School site or buildings outside of the Licensed Area.
- 3.15. Not to apply for planning permission in respect of the Licensed Area
- 3.16. Not to do anything which will or might vitiate in whole or in part any insurance effected by the Licensors in respect of the Licensed Area from time to time.
- 3.17. Not to permit dogs to enter the Licensed Area.
- 3.18. Not to permit any vehicles including bicycles to be ridden on the Licensed Area.
- 3.19. Not to permit glass on the Licensed Area.
- 3.20. Not to permit barbeques or any form of fire on the Licensed Area.
- 3.21. Not to display on the Licensed Area any advertisement, placard, poster, sign or notice other than a sign or signs (not requiring planning permission) providing information for use of the Licensed Area, without the prior written consent of the School.
- 3.22. Not to permit use of the Licensed Area during weather conditions that could result in serious damage to the turf.
- 3.23. To observe any rules and regulations the Licensors makes and notifies to the Licensee in writing from time to time governing the Licensee's use of the Licensed Area.

4. Termination

- 4.1. This licence shall end on the earliest of:
 - 4.1.1. On the Licensor giving notice to Licensee at any time of breach of any of the Licensee's obligations contained in clause 3 or;
 - 4.1.2. The expiry of six months' notice given by the Licensors to the Licensee or by the Licensee to the Licensor
- 4.2. Termination of this Licence shall not affect the rights of any parties in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5. Notice

- 5.1. Any notice given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service to the address of the Clerk to the Parish Council or at its principal place of business.
- 5.2. If a notice complies with the criteria in clause 5.1 it shall be deemed to have been received:

- 5.2.1. if delivered by hand, at the time the notice [or other communication] is left at the proper address; or
- 5.2.2. if sent by pre-paid first-class post or other next working day delivery service, at midday on the second working day after posting.
- 5.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. Costs

All parties are to pay their own costs in connection with the granting of this Licence

7. No Warranties for Use or Condition

- 7.1. The Licensors give no warranty that the Licensed Area is physically fit for the purposes specified in clause 2.
- 7.2. The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensors before the date of this licence as to any of the matters mentioned in clause 7.1
- 7.3. Nothing in this clause shall limit or exclude any liability for fraud

8. Limitation of Licensors Liability

- 8.1. Subject to clause 8.2 the Licensors are not liable for:
 - 8.1.1. the death of, or injury to the Licensee, its employees, customers or invitees to the Licensed Area; or
 - 8.1.2. damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Licensed Area; or
 - 8.1.3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Licensed Area in the exercise or purported exercise of the rights granted by clause 2.
- 8.2. Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

8.2.1. death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

8.2.2. any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability

9. Third Party Rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. Governing Law

This licence any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

11. Jurisdiction

Each party agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence.

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

Schedule

Rights granted to the Licensee

1. The right for the Licensee to use the Licensed Area for the Permitted Use during the Designated Days of Use and the Designated Hours of Use.

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Signed on behalf of Warwickshire County Council

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Print name and position

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Signed on behalf of Welford-on-Avon Primary School

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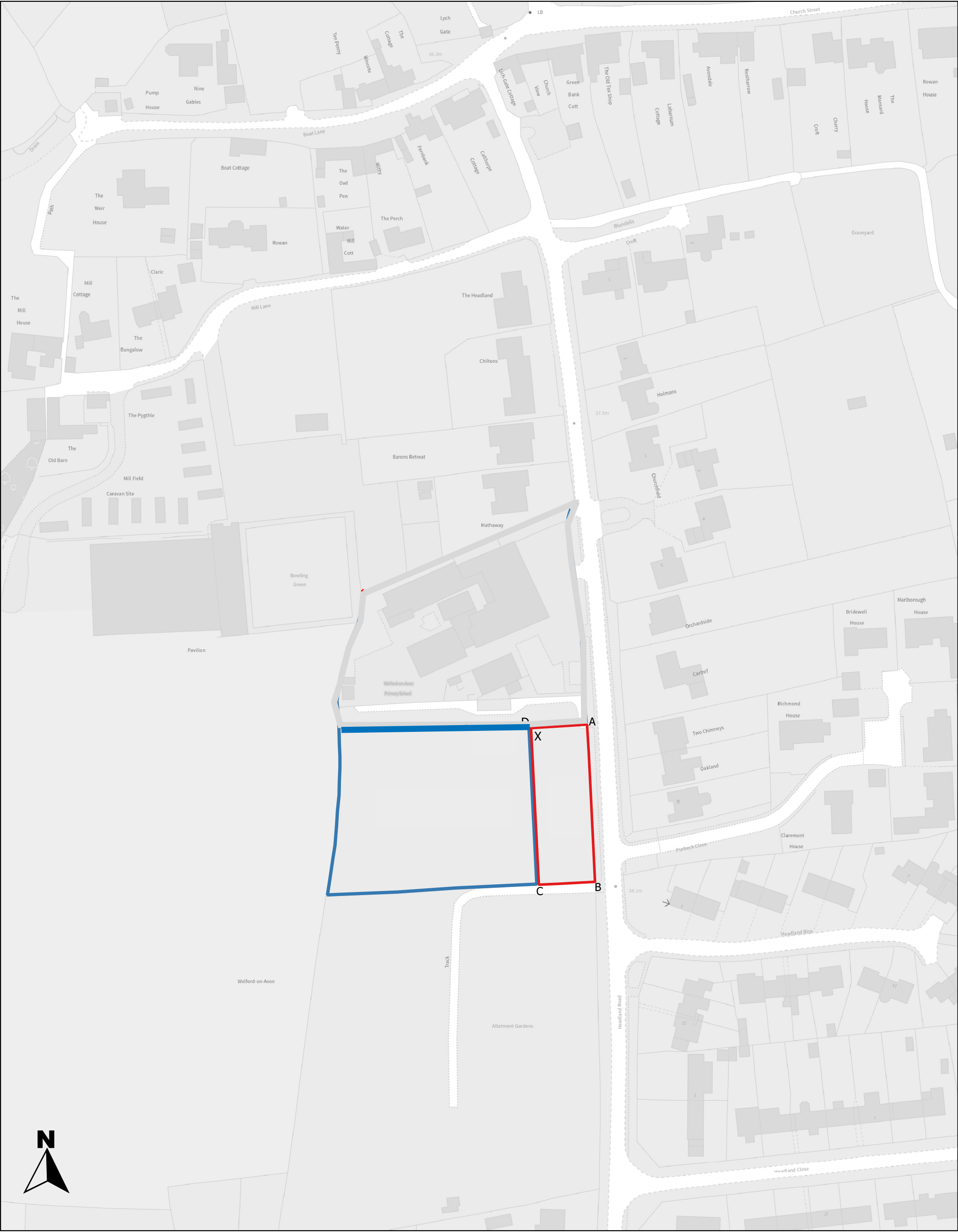
Print name and position

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Signed on behalf of Welford-on-Avon Parish Council

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Print name and position



WELFORD ON AVON Licence Plan	<div><div></div> Retained Land</div> <div><div></div> Licensed Area</div>	Property Management, Resources Directorate Warwickshire County Council, Shire Hall Warwick CV34 4RL © Crown Copyright and database right 2023. Ordnance survey 100019520	 Warwickshire County Council Resources Directorate Shire Hall Warwick CV34 4RP
		Operator: GJOH3	
		Date: 19/05/2023	
Scale: 1:1250 at A3			