

LICENCE AGREEMENT

THIS AGREEMENT

is made on **[date]**

BETWEEN:

1. **Melbourn Parish Council, of 30 High Street, Melbourn, South Cambs, SG8 6DZ** ("the Council"); and
 2. **Scouts, 1st Orwell, Royston Hertfordshire** ("the Licensee").
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1. BACKGROUND

- 1.1 The Council is the freehold owner of the land known as **Old Recreation Ground** shown edged red on the plan at Schedule 1 ("the Land").
 - 1.2 The Licensee wishes to erect a storage facility ("the Unit") on part of the Land and to use it for the permitted purposes set out in this Agreement.
 - 1.3 The Council has agreed to grant a personal licence for such use, subject to the terms of this Agreement.
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2. NATURE OF AGREEMENT

- 2.1 This Agreement creates a **licence only** and **does not create a lease or tenancy**.
 - 2.2 The Licensee has **no exclusive possession** of the Land.
 - 2.3 This Agreement confers **no legal or equitable interest** in the Land.
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3. LICENCE AREA

- 3.1 The licence **relates** only to the area shown hatched blue on the plan at Schedule 1 ("the Licence Area").
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4. TERM

- 4.1 The licence **shall** commence on **[start date]** and shall continue for a period of **50 years**, **unless** terminated earlier in accordance with this Agreement.
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5. RENT

- 5.1 The Licensee shall pay to the Council a rent of **one peppercorn per year (if demanded)**.
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6. PERMITTED USE

- 6.1 The Unit shall be used **only** for the purposes of Scouting storage operated by or on behalf of **1st Orwell Scouts**, including:
- Meeting point for Squirrels, Beavers, Cub Scouts, Scouts, Explorer Scouts, and adult volunteers;
 - storage of scouting equipment and materials;
 - training, educational, recreational, and community activities **consistent** with the values and policies of The Scout Association.
- 6.2 The Unit shall not be used:
- for residential purposes;
 - for commercial activities or private events **unrelated** to Scouting;
 - for any activity that causes nuisance, **danger**, or **unreasonable** disturbance to adjoining land or residents;
 - for any unlawful purpose.
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7. CONSTRUCTION OF THE HUT

- 7.1 The Licensee may erect a single Unit on the **Licence Area** subject to:
- a maximum **size** of **[insert dimensions or floor area]**;
 - the design, materials, colour, and siting being approved by relevant Planning Authority prior to construction;
 - **compliance with all planning permissions**, building regulations, and statutory requirements.
- 7.2 The Licensee **shall** be responsible for all costs associated with the construction of the Unit.
- 7.3 The Unit **shall** remain the property of the Licensee unless otherwise agreed in writing.
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8. MAINTENANCE AND REPAIR

- 8.1 The Licensee shall:
- **keep** the Unit in good and safe condition;
 - keep the Licence Area clean and tidy;
 - promptly repair any damage caused to the Land.
- 8.2 The Council shall have no responsibility for repair or maintenance of the Unit.
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9. INSURANCE AND LIABILITY

- 9.1 The Licensee shall maintain throughout the term of this Agreement:
- public liability insurance with a minimum cover of **£10 million** per claim; and
 - such other insurance as is required or recommended by The Scout Association from time to time.
- 9.2 Evidence of insurance shall be provided to the Council on request.
- 9.3 The Licensee uses the Land and the Unit entirely at its own risk.
- 9.4 The Licensee shall indemnify and keep indemnified the Council against all claims, demands, losses, or liabilities arising from the use of the Land or Unit by the Licensee, its members, leaders, or visitors.
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10. ALTERATIONS

- 10.1 The Licensee shall not alter or extend the Unit without the prior written consent of the Council.
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11. ASSIGNMENT AND SHARING

- 11.1 This licence is personal to the Licensee and may not be assigned or transferred.
- 11.2 The Licensee may permit use of the Unit by other Scout groups or sections within the local scouting district or county, provided such use is consistent with Clause 6 and remains under the overall control of the Licensee.
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12. ACCESS

- 12.1 The Council reserves the right to access the Licence Area on reasonable notice for inspection or maintenance of the Land.
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13. TERMINATION

- 13.1 Either party may terminate this Agreement by giving **3 months** written notice.
- 13.2 The Council may terminate immediately if the Licensee:
- breaches this Agreement;
 - uses the Unit for unauthorised purposes;
 - fails to maintain insurance.
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14. REMOVAL OF UNIT

14.1 Upon termination, the Licensee shall:

- remove the Unit and all belongings; and
- reinstate the Land to the Council's reasonable satisfaction.

Or

- agree transfer of ownership to The Council.

14.2 If the Licensee fails to do so, the Council may remove the Unit and recover its costs from the Licensee.

16. GOVERNING LAW

16.1 This Agreement shall be governed by and construed in accordance with the law of **England and Wales**.

17. EXECUTION

Signed for and on behalf of the Council:

Signature: _____

Name: _____

Position: _____

Date: _____

Signed by the Licensee:

Signature: _____

Name: _____

Date: _____

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SCHEDULE 1 – PLAN

(Plan showing the Land edged red and the Licence Area hatched blue)

