

Barrowford Parish Council  
55 Gisburn Road  
Barrowford  
Lancashire  
England  
BB9 8ND

Tel (01772) 533864

Email gary.jones@lancashire.gov.uk

Your ref  
Our ref PG/EVP/GAJ/  
Date 27 January 2015

Subject to Contract  
Subject to Approval &  
Without Prejudice

Dear Sir/Madam,

**TERMS & CONDITIONS: LICENCE FOR THE PURPOSES OF PUBLIC ACCESS  
AT LAND FORMING PART OF BARROWFORD PRIMARY SCHOOL RUSHTON  
STREET BARROWFORD LANCASHIRE.**

Further to my attendance at the Parish Council meeting on Wednesday 21<sup>st</sup> January 2015 please find below the general terms and conditions in relation to the proposed licence agreement.

**Terms**

**Licensor** Lancashire County Council  
PO Box 26  
County Hall  
Preston  
Lancashire  
PR1 8RE

**Licensee:** Barrowford Parish Council  
55 Gisburn Road  
Barrowford  
Lancashire  
England  
BB9 8ND

**Land:** All that land shown edged red on the attached plan.

**Gary Jones**  
Principal Estates Surveyor  
Property Group • PO Box 26  
County Hall • Preston • PR1 8RE

<b>Term:</b>	The Licence shall be for a period 5 years from a date to be agreed.
<b>Licence Fee:</b>	One peppercorn, if demanded.
<b>Use:</b>	The Land shall <b>only</b> be used in common with the school for the purposes of public open access which shall be permitted via the Licensee. Public open access shall only be permitted at times when the school children are not present on site.
<b>Termination:</b>	The Licensee shall have the option to terminate this agreement at any time during the term, subject to three months' notice in writing. The licensor shall have the option to terminate the agreement at any time during the term, subject to six months' notice in writing only in the event that the land is required for disposal or development of the school which necessitates the need for total control of the site. However, if any terms of this Licence Agreement are breached, then the Licensor may terminate this Licence with immediate effect.
<b>Confidentiality:</b>	N/A
<b>Surveyors Fees/ Legal Fees:</b>	The licensor is to pay the Licensee's reasonable legal and surveyors costs towards the preparation of this Licence Agreement.
<b>Access:</b>	Access to the Land will only be taken from the existing access points.
<b>Transfer:</b>	The transferring or sub-licensing of this Licence by the Licensee is strictly prohibited.
<b>Indemnity:</b>	The Licensor, their contractors, sub-contractors, and agents hereby indemnify and keep the Licensee fully and effectively indemnified from and against all actions, proceedings, costs, charges, demands and liabilities whatsoever which may be brought against or incurred by the Licensee in relation to and arising out of entry upon and use of the Land.
<b>Public Liability</b>	The Licensor will maintain public liability insurance and shall provide the Licensee with evidence of such insurance upon demand.
<b>Risk Assessment</b>	The Licensor will carry out their own risk assessments as necessary for the proposed use.

**Other Conditions of the Licence:**

1. Access is to be restricted to the Land.
2. The Licensor shall make good at their own expense any accidental or deliberate damage howsoever caused to any part of the Land as a result of use under this licence.
3. The Licensor shall be obliged to maintain the Land in a fit state for the proposed use for the Licensee.
4. The Licensee shall not commit or permit to be carried out on the Land any nuisance or annoyance to either the Licensor or owners of adjoining property.
5. The Licensor shall be responsible for obtaining any approvals required for the proposed use if so required.
6. The Licensor shall keep the Land in a clean and tidy condition at all times during the period of the Licence.
7. The Licensor is to implement and comply with necessary measures under the current Health & Safety legislation and guidance.
8. In the exercise of this Licence, the Licensor will not cause or allow any waste to accumulate.
9. The Licensor shall meet the payment of any additional rates, liabilities, taxes or outgoings which may arise out its use of the Land.

I would be obliged, if you could confirm your agreement to the licence terms. An e-mail to confirm the same will be acceptable. Upon receipt of the same I will obtain the necessary approvals to proceed with the transaction.

Once the final designs are agreed we shall furnish the Parish Council with a copy of the same for their information.

I trust this meets with your requirements however should you have any issues or require clarification of any of the items please do not hesitate to contact me.

Yours faithfully

Gary Jones  
Principal Estates Surveyor