

THIS LICENCE is dated the 23rd of April 2024 and is made **BETWEEN:**

- (1) Rye Town Council (hereinafter known as the 'Licensor') and
- (2) Rye Community Food and Wildlife Garden (hereinafter known as the 'Licensee')

1. Definitions and Interpretations

In this deed, except where the context otherwise requires, the following terms shall have the following meanings.

'Licence Fee'	means £1.00 per annum exclusive of value added tax, whether demanded or not;
'Licence Period'	means initially from 23rd April 2024 to 22 nd April 2028 (inclusive) – becoming a periodic licence thereafter.
'Permitted Use'	means use as a Community Garden, to specifically exclude the keeping of any animals or livestock;
'Premises'	means the area of land at the Love Lane Allotments site in Rye, East Sussex shown for identification only edged green on the plan attached to this agreement.

2. Grant of licence

- 2.1 The Licensor permits the Licensee to use the Premises on an exclusive basis for the Licence Period for the Permitted Use.
- 2.2 Either party can end this licence at any time by giving the other at least three months' written notice taking effect at the end of a month.
- 2.3 This licence is specific to the Licensee and may not be transferred.

3. Licensee's covenants

- 3.1 The Licensee shall pay the Licence Fee and value added tax in respect of it only if and when the same is formally demanded;
- 3.2 The Licensee shall not do or permit or suffer to be done any of the following:
 - 3.2.1 use the Premises otherwise than for the Permitted Use;
 - 3.2.2 share occupation of the Premises or any part of them;
 - 3.2.3 make any alteration or addition to the Premises without the specific written permission of the Licensor;
 - 3.2.4 put any signs at the Premises without the prior written consent of the Licensor;
 - 3.2.5 cause any nuisance or annoyance to the Licensor or to the owners or occupiers of any neighbouring premises;
 - 3.2.6 use the Premises or any part thereof for the keeping of any animals or livestock;
 - 3.2.7 remove any trees from the Premises without the prior written consent of the Licensor;

3.2.8 undertake any commercial activities.

3.3 The Licensee shall make good any damage caused to the Premises and return the Premises to the Licensor in the same condition or better.

3.4 The Licensee shall pay and discharge or indemnify the Licensor against a fair proportion of all rates (including water rates) taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or of any other description) which are assessed charged or imposed upon the Premises or the owner or occupier and whether of an existing or novel nature.

3.5 The Licensee shall pay or indemnify the Licensor against a fair proportion of all charges incurred relating to water sewage disposal gas electricity telecommunications and any other services supplied to the Premises (including all standing charges and meter rents).

3.6 The Licensee shall pass on any notices or other correspondence received at the Premises and addressed to the Licensor or relevant to the Licensor's interest in the Premises.

3.7 The Licensee shall allow the Licensor (and all others authorised by the Licensor) to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Licensor's interest in the Premises.

3.8 At the end of the Licence Period the Licensee shall vacate the Premises remove all items belonging to it and return possession to the Licensor, unless a further License has been negotiated and duly executed before the determination of this License.

3.9 The Licensee shall have in place at all times a policy of insurance for public liability.

4 Licensor's covenants

4.1 The Licensor shall allow the Licensee access to and egress from the Premises over the Licensor's adjoining land (if applicable).

5 General

5.1 The parties agree that a person who is not a party to this licence has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this licence.

5.2 All notices given under this licence must be in writing and for the purpose of service the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 are incorporated in this licence.

Signed by _____ for and)
on behalf of the Licensor)
)

Signed by _____ for and)
on behalf of the Licensee)
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