

Appendix C - License to occupy for renovation project

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Staffordshire
WS13 6YU

My Ref: BPT/BP/TCR **Your Ref:** Beacon Park Tennis

11 September 2019

Dear Sirs

Land within Beacon Park defined as the tennis courts including access point via Bunkers Hill Car Park, Lichfield, Staffordshire.

Lichfield District Council (“the Council”) is prepared to grant a licence to Beacon Park Tennis (“BPT”) to enable it to enter into occupation of land which is in the ownership of the Council (Title Number 4509 6317, Grid Reference SK113 095) and shown edged red on the attached plan (“the Land”). The licence will be on the following terms and conditions:

1. With effect from the date that this letter is signed and dated on behalf of both parties, the Council licences and permits BPT, its workmen, contractors, agents, surveyors and all other persons authorised by BPT (acting reasonably) to enter onto the Land.
2. BPT shall only be permitted to use the Land for the purposes of completing the works as described as **Beacon Park Tennis Courts Renovation Project and other associated works**. These works are defined at Appendix A, and illustrated on the plan at Appendix B.
3. When exercising the Licence, BPT shall (at its own expense):
 - (1) be responsible for obtaining in advance and then complying with any and all planning and building consents and permits and any other consents or approvals whatsoever as maybe required to lawfully carry out the Works;
 - (2) be responsible for complying with all applicable health and safety requirements and all other laws and other legal requirements that apply to the Works;
 - (3) ensure that its workmen, agents, contractors and whomsoever else it authorises to enter onto the Land (or any part thereof) use reasonable care and skill at all times when carrying out the Works;
 - (4) use its reasonable endeavours when exercising this Licence to minimise both any resulting damage to the Land and also any material disturbance to the Council, visitors and park users, and the owners and occupiers of adjoining or neighbouring land and property;

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- (5)** make good all resulting damage arising from the exercise of this Licence by BPT without delay to the reasonable satisfaction of the Council;
- (6)** ensure that all equipment which is used or installed by it on the Land is well maintained, in good working order at all times and does not create any material hazard or material health and safety risk;
- (7)** not store any dangerous or hazardous materials or substances or gases on the Land at any time pursuant to the carrying out of the Works without first obtaining the Council's written consent (at the Council's absolute discretion);
- (8)** comply diligently and at its own expense with any and all requirements which are notified in writing to BPT by the Council (acting reasonably) for the purpose of averting or preventing or abating any material health and safety risk, nuisance, unreasonable disturbance, or any other material problem which either has arisen or which the Council anticipates (acting reasonably) may arise out of BPT's exercise of the Licence and the carrying out of the Works;
- (9)** at all times while this Licence is in force maintain a public liability indemnity insurance policy ("the Policy") with a reputable insurer in a minimum sum of £5,000,000 per claim and upon reasonable written request provide reasonable documentary evidence to satisfy the Council (acting reasonably) that (firstly) the said policy is in force in relation to the operation of this Licence and that (secondly) BPT is complying with and has complied with the requirements of this clause;
- (10)** not commit any act or omission which may make the Policy void or voidable and comply with the relevant related requirements of its insurer at all times;
- (11)** indemnify the Council from and against all actions, losses, claims, costs, demands, proceedings and any other legal liability which may be brought or made against the Council arising out of the exercise or performance or non-performance by or on behalf of BPT of its obligations and rights under this Licence and also from and against any consequential costs, damages, losses and expenses which are incurred by the Council, provided that this indemnity shall not apply to the extent that any such liability or other matter is a reasonably foreseeable consequence of any negligent act or omission which is committed by or on behalf of the Council and provided further that the Council takes all reasonable steps to mitigate its loss and does not compromise or settle any claim without BPT consent (not to be unreasonably withheld or delayed);
- (12)** co-operate with officers of the Council to ensure that the progress of the project is monitored, reported and understood.

Termination

4. The Licence shall come to a substantive end within 12 weeks of a start on site of the works – the date to be agreed - or upon completion of the Works by BPT, whichever is the earlier. BPT will continue to be allowed access to the Land for the foreseeable future in order to complete low level maintenance and identified snagging works.

5. The Council may serve notice on BPT at any time in order to terminate this Licence with immediate effect if BPT commits a material breach of any of the requirements of this Licence and the Council has served notice on BPT requiring the remedy of the breach in question and BPT has failed to comply with such notice within a reasonable time (which shall be specified by the Council, acting reasonably).

Completion of the Licence

If the terms and conditions of this letter Licence are acceptable to BPT, can you please arrange for the attached duplicate copy of this letter to be signed and dated below by an authorised signatory on behalf of BPT and then return the duplicate copy to the Council by return of post, whereupon I will contact you on behalf of the Council to acknowledge receipt and to confirm the formal completion of the Licence.

Yours faithfully

Karen Cannon
Property Manager

SIGNED by an authorised signatory
for and on behalf of **Lichfield District Council**:

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Authorised Signatory

Date: 2019.

SIGNED by an authorised signatory
for and on behalf of **Beacon Park Tennis**:

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Authorised Signatory

Date: 2019.