

FAREHAM

BOROUGH COUNCIL

LICENCE - GRAZING LAND AT REAR OF MANCROFT AVENUE

Terms of Licence

1. Fareham Borough Council (hereinafter called "the Council") hereby grants a licence to XXXXX of XXXXX (hereinafter called "the Licensee") for the period from and including 01/10/2020 to expire on 30/09/2023 for the purpose of grazing two ponies on the land coloured pink on the attached plan at the above location.
2. The Licence fee for 01/10/20 to 30/09/21 will be £XXX, 01/10/21 to 30/09/22 will be £XXX and 01/10/22 to 30/09/23 will be £XXX exclusive of any other charges and outgoings and shall be payable half yearly in advance.
3. The Licensee may use the land for the grazing of two ponies and for no other purpose whatsoever.
4. The Licensee shall maintain in good condition stock-proof fencing (no barbed wire) to the satisfaction of the Estates Manager along the boundaries of the land subject of the licence and shall make good any damage caused to the land or hedges as a result of the exercise of the rights granted by the Licence.
5. No structure of a permanent nature shall be constructed on the land.
6. The Licensee shall keep the site in a clean and tidy condition at all times, and shall not cause any damage to the surface of the land, or any pollution to any ditches or watercourse thereon, or any damage to such fixtures, etc., as may be on the land. Droppings should be lifted daily and removed from the site on a regular basis.
7. An adequate supply of water should be provided at all times.
8. The Council will not accept any responsibility or liability arising from injury or accident to or loss of livestock.
9. The Licensee shall not grant any sub-licence of the land or any part thereof, or otherwise part with possession of the land.
10. The Licensee shall indemnify the Council in respect of all actions, claims or demands which may be made against the Council arising out of the exercise by the Licensee of the rights hereby granted. A proper insurance policy shall be obtained and produced to the Council, and the amount insured thereunder shall be £3,000,000 in respect of any one claim.
11. If the Council shall require the whole or any part of the land for any purpose whatsoever, they shall have the right to determine the Licence by giving one month's notice in writing

to the Licensee. A proportionate part of the fee which has been paid in respect of the Licence will in such case be refunded.

12. In the event of any of the terms of the Licence not being observed, the Council may by written notice determine it forthwith.
13. It is fully understood by the Licensee as is hereby admitted that upon termination of the Licence there will save as mentioned in Clause 10 above be no entitlement to any compensation whatsoever.
14. The rights hereby granted are subject to entry upon the land by the Council's officers and servants and any other duly authorised person.
15. The Licensee shall take promptly, and shall pay the full costs of, any legal action required to recover possession of the land from any unauthorised occupier.
16. The Licensee shall be responsible for arranging, and shall pay the full costs of, the immediate cleaning and securing of the land following the departure of any unauthorised occupier to return the land to fully usable grazing land.

Signature of Licensee

Date

Signature of Witness

Address
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Occupation

Signed on behalf of the Council

Head of Property
Fareham Borough Council

Date