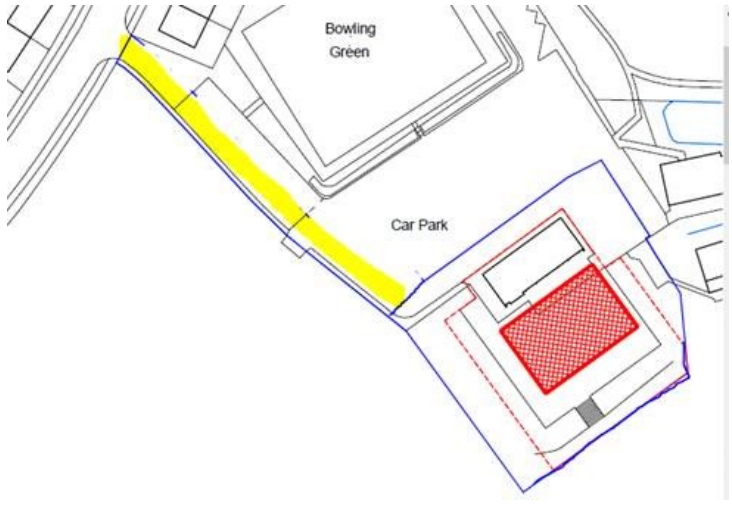


HEADS OF TERMS

Subject to Contract, DDDC approval and POS advertising consultation

	LICENCE	Licence for the the demolition of existing pavilion and construction of community sports pavilion
1.	Licensors	<p>Derbyshire Dales District Council Matlock Town Hall Matlock Derbyshire DE4 3NN</p> <p>Contact details:</p> <p>Client Department – Becky Bryan, DDDC becky.bryan@derbyshiredales.gov.uk</p> <p>Surveyor – Carolyn Lucas, DDDC carolyn.lucas@derbyshiredales.gov.uk</p> <p>Solicitor - Christie Limb, DDDC christie.limb@derbyshiredales.gov.uk</p>
2.	Licensee	<p>Ashbourne Recreation Ground Sports & Community Partnership (ARGSCP)</p> <p>CE013930/Charity No 1178134 Registered Address: 7 Northwood Rise, Ashbourne, DE6 1BF</p> <p>Contact details:</p> <p>David Wood Secretary Ashbourne Recreation Ground Sports and Community Partnership</p> <p>melaniewood65@gmail.com</p> <p>Telephone</p> <p>Solicitor contact details:</p> <p>Richard Alan Kerry JC Lawyers 44a St John Street Ashbourne DE6 1GH</p>

3.	Property	<p>Marked on attached plan</p>  <p>[Plan to follow]</p> <p>Access to area through Cokayne car park - marked in yellow</p> <p>Licensed Area – outlined in blue (subject to further discussion including the contractor)</p>
4.	Fee	£1pa payable on demand
5.	Purpose	<p>Authorise ARGSCP together with their agents and contractors acting on their behalf to enter the land to use as a compound for works -</p> <ul style="list-style-type: none"> - to demolish existing pavilion as per Schedule of Works Ref _____ (Appendix 1) - to build a general purpose community sports pavilion including changing rooms, WCs, hall, kitchen, office, terrace, store rooms in accordance with Planning Application No. 2019/00409/FUL as per Schedule of Works Ref _____ (Appendix 2)
6.	Commencement Date	On signing of Lease
7.	Period	Licence terminates 5 years from commencement or on completion of new pavilion whichever is earlier
8.	Licensee's Obligations	<p>To demolish existing pavilion and construct a general purpose community sports pavilion as per Planning Application No. 2019/00409/FUL at their own cost and any associated costs in relation to the demolition and construction</p> <p>To complete the pavilion within 5 years of the licence commencement.</p> <p>Access to the site is permitted between 7.30am and 6pm Monday to Friday or such other time, with the agreement of the District Council, for construction projects of a similar nature.</p> <p>During demolition and reconstruction to keep the site fully secure (with safety Heras or other suitable fencing) and clean and tidy with no litter, waste or similar items to be left on it.</p> <p>Weight limit of 10 tonnes per vehicle or such other weight as is deemed appropriate in the circumstances provided this does not cause damage to the existing surface or exceed the weights permitted on the public highway.</p> <p>The Licensee will obtain and comply with all statutory obligations and consents in connection with their use of the Land and to comply with all relevant legislation</p>

		<p>including but not limited to Health & Safety Regulations and Environmental & Wildlife regulations.</p> <p>The Licensee to be responsible for obtaining any consents and compliances prior to the works commencing.</p> <p>Not to store noxious or dangerous materials.</p> <p>Skips are to be secured so as not to become a fire/arson risk.</p> <p>The Licensee is responsible for ensuring adequate investigations are made in relation to ground conditions, other services and potential hazards.</p> <p>Any damage to or loss of property caused by the works or contractor's shall be reinstated, repaired, made good or made safe at the Licensee's expense to the reasonable satisfaction of the Council and/or owners or occupiers of any neighbouring land affected. This should be evidenced by a Photographic Schedule of Condition provided before works commence.</p> <p>The Licensee shall not cause nuisance, annoyance or damage to any of the neighbouring or adjoining land or the owners, occupiers or tenants.</p> <p>At the end of the licence period, or if it terminates earlier, the site compound will be removed immediately and made good any damage to leave the site in its existing condition. If the site is not reinstated to the satisfaction of the Estates manager the work will be undertaken and recovered as a debt including a management charge of 10% of the cost of the works. Schedule of condition attached.</p> <p>The Licence is personal to the Licensee and is not assignable.</p> <p>The Licensor accepts no responsibility whatsoever for vehicles parked or equipment on the site or any personal losses or damage incurred.</p> <p>Adequate access must be provided for emergency vehicles to access the site and recreation ground to the rear.</p> <p>Access to be taken from the right of way and this is to be kept clean and useable by the public at all times.</p> <p>To ensure there is adequate provision of contractor's parking on the licensed site to ensure that the DDDC car park remains available for regular users.</p>
9.	Indemnity	The Licensee will indemnify the Council against all third party claims which might devolve upon it as a direct consequence of the use of this area subject an agreed limit of liability.
10.	Insurance	Licensee must carry adequate insurance to a minimum of £10 million pounds
11.	Legal & Surveying Costs	Each party to pay their own costs.