



**THIS LICENCE** is dated

2022

#### **PARTIES**

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY (**Council**).
- (2) [**LICENSEE'S NAME IN FULL**] of [Licensee's postal address in full] (**Licensee**); *if individual*
- [**COMPANY NAME IN FULL** (company registration number xxxx), the registered office of which is at [ ](**Licensee**); *if limited company*

#### **TERMS OF LICENCE**

**Land:** the land at St Anthonys Garden, Penzance as shown edged red on the attached plan.

**Licence Period:** 5 April 2022 to 4 April 2023 inclusive of these dates.

**Licence Fee:** £[ ].

**Permitted Use:** Between the hours of 6.00 am to 10.00 pm only to position one stall on the Land for the sale of [ ]. The stall must be removed from the Land at the end of each day and is not to return before 6.00 am on any following day.

**Trading Points:** the stall may move to different sites on the Land as the tide changes but the moves must be made in such way that no hazard or annoyance is caused to other users of the Land.

#### **1. LICENCE**

- 1.1 The Council permits the Licensee to occupy the Land during the Licence Period on the terms of this licence in common with the Council and all others authorised by the Council (so far as is not inconsistent with the Licensee's use of the Land in accordance with this licence).
- 1.2 The Council and the Licensee acknowledge that:
- (a) the Licensee shall occupy the Land as a licensee and that no relationship of landlord and tenant is created;
  - (b) the Council retains possession, control and management of the Land and the Licensee has no right to exclude the Council;
  - (c) this licence is personal to the Licensee and is not assignable;
  - (d) the Council does not undertake to repeat this licence for another period.
- 1.3 The Council gives no warranty that the Land is or will remain fit for the purpose of this licence.

#### **2. PAYMENTS**

- 1.1 The Licence Fee is payable in advance in one instalments each year. The Licensee shall pay the Council 100% of the Licence Fee on or before 5<sup>th</sup> April 2022 before trading can commence. The Licensee shall pay all rates, taxes, water rates and outgoing in respect of the Land.
- 1.2 The licensee is responsible for paying for a regulatory compliance check on commencement of the licence.

**3. MAINTENANCE OF LAND**

- 3.1 The Licensee shall not pollute the Land.
- 3.2 The licensee shall carry an oil spill kit at all times.
- 3.3 The Licensee shall remove all litter arising from the Permitted Use at the end of each day.
- 3.4 In addition the Licensee shall endeavour to clear litter from the Land within a 10 metre radius of any Trading Point.
- 3.5 The Licensee shall keep all walls, fences, gates, ditches and watercourses in no worse condition than at the date of this licence.
- 3.6 The Licensee shall not be permitted to erect or cause or suffer to be erected any building on the Land.
- 3.7 At the end of the Licence Period (or earlier termination) the Licensee shall leave the Land clean and tidy and remove all waste, stock, equipment and goods.

**4. USE OF LAND**

- 4.1 The Land shall be used for the Permitted Use only and for no other purpose whatsoever.
- 4.2 The Licensee shall not do or permit to be done anything on the Land that is illegal or that may be or become a nuisance (whether actionable or not), cause damage, annoyance or inconvenience to the Council, any other user of the Land or any owner or occupier of neighbouring property.
- 4.3 The Licensee shall comply with all Acts of Parliament, regulations, bye-laws and other requirements of the Council or other competent authority in respect of the Land and/or the Permitted Use.
- 4.4 The Licensee shall not sell or permit to be sold alcohol in any form.
- 4.5 The Licensee agrees not to obstruct any public or private right of way or any access by any member of the public or any other party to the land and not to erect any signs and notices.

**5. INSURANCE**

The Licensee shall maintain public liability insurance for a minimum amount of £5 million and provide proof of the policy to the Council within 14 days of a request.

**6. TERMINATION**

- 6.1 This licence shall terminate immediately upon notice by the Council if:
  - (a) at any time any payment due under this licence is unpaid after becoming due (whether demanded or not);
  - (b) The licensee is not present and trading at all times as agreed within reason;
  - (c) the Licensee has failed to remedy a breach capable of remedy of this licence within 5 working days of written notice by the Council specifying the breach and requiring remedy;
  - (d) the Licensee has breached the terms of this licence which are incapable of being remedied in the reasonable opinion of the Council.
- 6.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this agreement.

**7. INDEMNITY**

The Licensee shall keep the Council indemnified against all liabilities, expenses, costs (including but not limited to any solicitors or other professional costs and expenses), claims, damage and losses suffered or incurred by the Council arising out of or in connection with the use of the Land, or any breach of this licence.

**8. MISCELLANEOUS**

- 8.1 The Council enters into this licence solely in its capacity as a landowner in respect of the property and not in any other capacity. Nothing in this licence shall restrict that Council’s powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.
- 8.2 The Council gives no warranty that the Land may be used for or is suitable for the Permitted Use.
- 8.3 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 8.4 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.5 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).
- 8.6 In this licence where the term Licensee includes two or more persons all covenants and agreements by them are joint and several.

Signed by THE CORNWALL COUNCIL

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Authorised Officer

*Individual*

Signed by [licensee’s name printed in full .....  
in capitals]

[or]

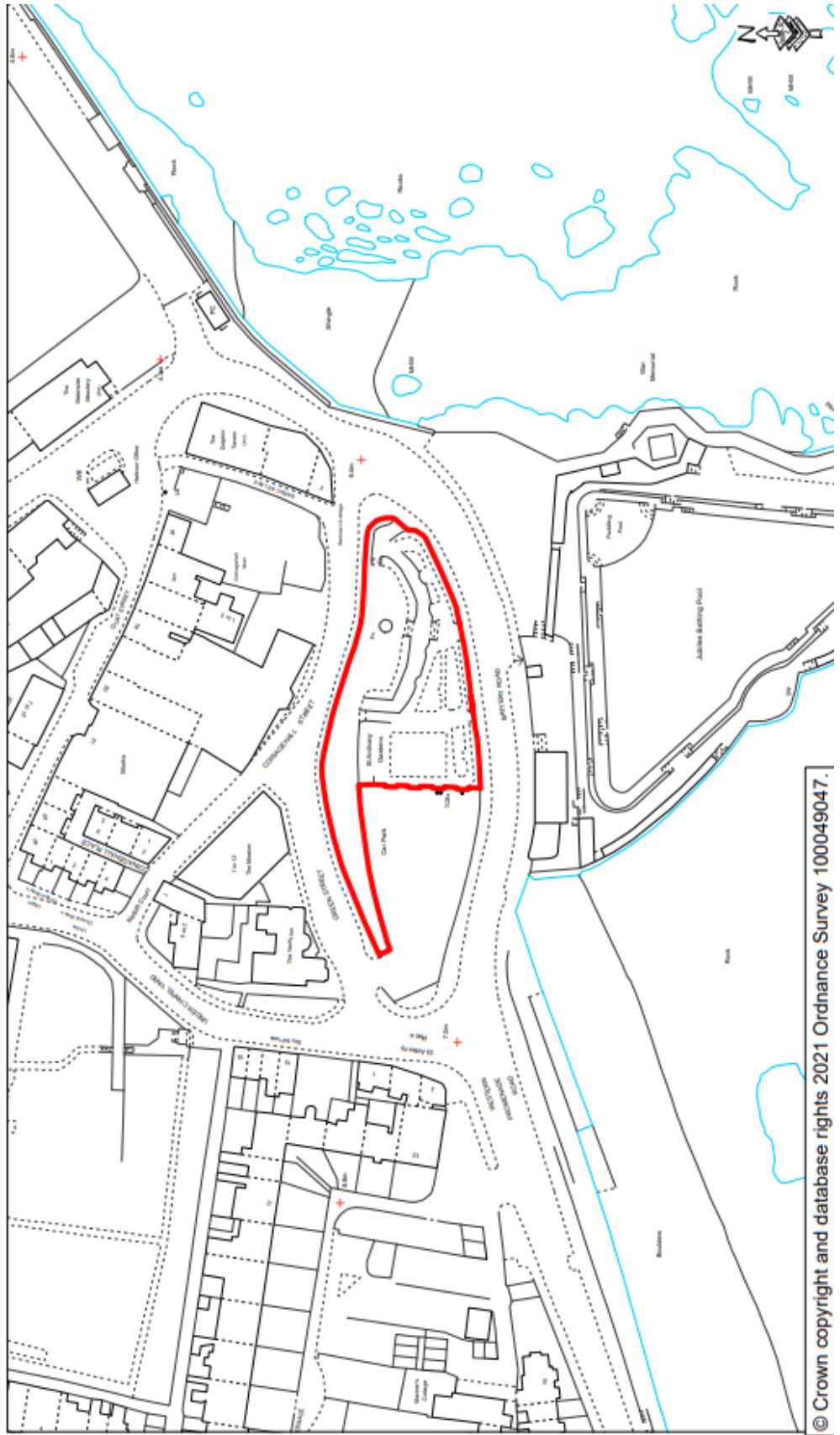
*Limited Company*

Signed for and on behalf of the  
Licensee .....  
by Director



St Anthony's Gardens, Penzance

Scale 1:1,250 Paper Size: A4



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