

THE COUNCIL OF THE CITY OF YORK

AND

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GARDEN LICENCE

Relating to

Land at .....

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The Council of the City of York  
The Guildhall  
York  
YO1 9QN

**THIS AGREEMENT** is made the \_\_\_\_\_ day of

Two thousand and ..... **B E T W E E N THE COUNCIL OF CITY OF YORK** (hereinafter called "the Council") of the Guildhall York YO1 9QN(hereinafter called "the Licensee") of the other part

**WHEREBY IT IS AGREED** as follows:-

1 **THE** Council (so far as it lawfully can or may) subject to the conditions contained in this agreement hereby grants the Licensee right leave and licence to use **ALL THAT** plot of land (hereinafter called "the Land") at .....

aforsaid containing an area of .....square metres or thereabouts which for the purpose of identification only is delineated and verged red on the plan annexed hereto as garden ground but for no other purpose whatsoever for a period of one year from the .....

and thereafter from year to year until determined as hereinafter provided **PAYING** therefor the yearly sum of £1 if demanded

**THE** Licensee hereby agrees to observe and perform the conditions and stipulations following:-

- a) Maintain any boundaries of the Land to the reasonable satisfaction of the Council
- b) To use the Land as a garden only and not for any trade or business or any other activity or purpose
- d) To keep the Land in a clean and tidy condition and clear of rubbish to the satisfaction of the Council
- e) Not to keep any animals on the Land including but not limited to poultry pigs rabbits pigeons ducks dogs or other livestock

- f) Not to remove any trees, shrubs or soil from the Land and not to do anything to materially alter the level of the Land
- g) To be responsible for the maintenance of all trees and shrubs upon the Land and no felling or major pruning is permitted without prior written consent of the Council
- g) Not to erect any hut tool shed greenhouse fencing or other structure thereon without the prior written consent of the Council
- h) Not to part with or share possession of the Land
- i) Not to do or permit to be done on the Land nor place anything on the land which is alleged or which may become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Council or any owner or occupier of neighbouring property or land
- j) Upon the determination of this Agreement to yield up the Land in a neat and tidy condition to the satisfaction of the Council
- k) To inform the Council of change of address or other material change.
- l) To take the Land as it stands and to use it at the Licensee's own risk
- m) In the case of any damage caused by the Licensee, invitees etc to the Land forthwith to make good the same and should the necessary work not be undertaken or not be completed to the satisfaction to the Council then the Council may undertake the necessary work and the licensee shall be responsible for any of the costs incurred by the Council
- n) To observe any rules and regulations the Council makes and notifies to the Licensee from time to time governing the Licensee's use of the Land

- o) To permit the Council or owners or occupiers of adjoining land to lay such sewers drains pipes and cables in through and under the land as they may require, those exercising this right to make good afterwards.
- p) Not to apply for any Planning Permission in respect of the Land
- q) To indemnify the Council against any claim whatsoever arising from the granting of the privileges herein
- r) To arrange appropriate public liability insurance to the value of £million and to provide evidence to the Council of the policy
- o) to send all correspondence relating to this Agreement to the Head of Parks and Open Spaces, City of York Council, 18 Back Swinegate, York YO1 8AD

3 **THIS** Agreement shall be determined:-

- 1) By either party giving to the other one calendar month's notice in writing expiring at any time
- 2) Forthwith if the Licensee gives up occupation the Land or on breach of any condition

4 **IT is hereby AGREED and DECLARED** as follows:-

- 1) That the Licensee shall use the land as a private garden and this Agreement is not intended to create an agricultural smallholding or allotment tenancy
- 2) The Licensee shall not be entitled to any compensation for disturbance or loss which may result from the determination of this Agreement whether by the Licensee or the Council
- 3) Upon the determination of this Agreement the Licensee may remove plants grown on the Land

4) Upon the determination of this Agreement the Licensee shall remove any structure, equipment and goods on the Land at his/ her own expense

5) If the determination of this Agreement arises under Clause 3 sub-clause 2 hereof then the Council will allow the Licensee 28 days to remove plants and structures

6) 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

This Licence has been entered into on the date stated at the beginning of it

**SIGNED** by

Authorised signatory for the Council of the City of York

**SIGNED** by the said .....

In the presence of

Witness