

**HILL AND MOOR PARISH COUNCIL
VILLAGE GREEN CAR PARK
LICENCE AGREEMENT**

Agreed terms

1. Preamble

- 1.1 In this agreement, the Hill and Moor Parish Council ["the Licensor"] permits you ["the Licensee"] to use the car parking spaces at the Lower Moor village green ["the Car Park"].
- 1.2 References in this licence to "Licensee" include any person you allow onto the Car Park pursuant to this Licence.
- 1.3 The date and duration of this Licence will be agreed between the Licensor and Licensee when the booking is taken.
- 1.4 The cost of this parking licence is £30 per day or part thereof ["the Licence Fee"].

2. Licence to park

- 2.1 Subject to clause 3 and **Error! Bookmark not defined.**⁴, the Licensor permits the Licensee to use the Car Park for parking private motor cars, on the date and for the duration agreed when the booking was taken.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall use the Car Park as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
 - (b) the Licensor retains control, possession and management of the Car Park and the Licensee has no right to exclude the Licensor from the Car Park;
 - (c) this licence is personal to the Licensee and is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee.

3. Licensee's obligations

The Licensee agrees and undertakes:

- 3.1 To pay to the Licensor the Licence Fee in advance of the agreed commencement date.
- 3.2 To ensure that all security barriers or gates at the entrances to and exits from the Car Park are operated correctly, closed and locked after use.

- 3.3 To hand the key to the security barrier to the individual identified when the booking was taken, at the time and location identified by the Licensor.
- 3.4 Not to park on any grassed area, or anywhere other than the hard standing on the Car Park itself.
- 3.5 To keep the Car Park clean, tidy and clear of rubbish.
- 3.6 Not to use the Car Park other than for parking private motor vehicles on the date and for the duration agreed.
- 3.7 Not to do on or in the Car Park anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property or any person using the Village Green.
- 3.8 Not to cause or permit to be caused any damage to the Car Park or any fixtures or items on the Car Park or the Village Green.
- 3.9 Not to obstruct any of the entrances to or exits from the Car Park or the Village Green.
- 3.10 Not to take into or keep on or in the Car Park any motor fuel or lubricating oil except that inside the fuel tank and engine of the Car.
- 3.11 Not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor or any other person in respect of the Car Park] or Village Green or any other property from time to time or cause the premium to increase.
- 3.12 To observe any rules and regulations which the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Car Park.
- 3.13 To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (a) this licence;
 - (b) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (c) the exercise of any rights given in clause 2.

4. Limitation of Licensor's liability

- 4.1 Subject to clause 4.2, the Licensor is not liable for:
 - (a) the death of, or injury to, the Licensee or anyone using the Car Park pursuant to this licence;

- (b) any theft, damage, destruction or loss of any car or its contents or other property;
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by clause 2; or
- (d) any loss or damage suffered by the Licensee as a result of any cause beyond the Licensor's control that prevents the Licensee from using the Car Park or any difficulty or interruption in obtaining access to the Car Park by reason of temporary works of repair, maintenance or renewal of the Car Park or Village Green.

4.2 Nothing in clause 4.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

5. Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

This licence has been entered into on the date it is returned to the Licensor.