

DATED
.....2025

**LICENCE TO USE LAND TO THE EAST OF
WORCESTER ROAD, NEWLAND, MALVERN**

between

MALVERN HILLS TRUST

And

NEWLAND PARISH COUNCIL

THIS LICENCE is dated 2025

PARTIES

(1) **MALVERN HILLS TRUST** of Manor House, Grange Road, Malvern, Worcestershire WR14 3EY
(Licensor).

(2) **NEWLAND PARISH COUNCIL** of
(Licensee).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence

1.1 Definitions:

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Licence Fee: £25.00

Licence Period: the period from and including the date of this licence until the date on which this licence is determined in accordance with clause 4.

Licensor's Property: the land at Newland, Malvern and registered at HM Land Registry under title number WR100174 and each and every part of it.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of public or private nature which shall be required by any Competent Authority for the Permitted Use

Licensed Area: an area measuring 3.4m x 2.0m forming part of the Licensor's Property and shown edged in red on the attached Plan

Permitted Use: as the site of a bus shelter (comprising the installation of a new wooden bus shelter)

Plan: the plan attached to this licence.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 Clause headings shall not affect the interpretation of this licence

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to the statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under the statute or statutory provision.
- 1.8 A reference to writing or written excludes faxes and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and to use best endeavours to prevent that thing being done by another person.
- 1.10 References to clauses are to the clauses of this licence.
- 1.11 Any words following the terms including include in particular for example or any similar expressions shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms.
- 1.12 Unless expressly provided otherwise the obligations and liabilities of the licensee under the licence are joint and several.
- 1.13 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. LICENCE TO USE

- 2.1 Subject to clause 3 and clause 4, and in consideration of the Licence Fee, the Licensor permits the Licensee to use the Licensed Area for the Permitted Use for the Licence Period under the terms of the written licence in common with the licensor and all others authorised by the Licensor (so far as it is not inconsistent with the Licensee's use of the Licensed Area for the Permitted Use).
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall use the Licensed Area as a licensee and not as of right;
 - (b) the Licensee shall use the Licensed Area as a Licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence; and
 - (c) the Licensor retains control, possession and management of the Licensed Area and the Licensee has no right to exclude the Licensor from the Licensed Area.
- 2.3 This licence is personal to the Licensor and the Licensee and neither of them may assign or otherwise transfer the benefit of it.

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay the Licensor the Licence Fee on the date of this licence.
- (b) not to use the Licensed Area other than for the Permitted use.
- (c) not to do or permit to be done on the Licensed Area anything which is illegal or which may be or become a nuisance, annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property (provided that the use of the Licensed Area for the Permitted Use shall not be regarded as a breach of this clause)
- (d) not to do anything that will or might constitute a breach of any Necessary Consents affecting Licensor's Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Licensor's Property from time to time.
- (e) 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:
 - (i) this licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2
- (f) to maintain the bus shelter in good repair and condition at all times and to be responsible for keeping it in a clean and tidy condition both inside and outside
- (g) in the event that the bus shelter is no longer required, to remove the bus shelter and to return the land to grassland.

4. TERMINATION

4.1 The licence shall end on the earliest of:

- (a) the Licensor giving notice to the Licensee to terminate this licence with immediate effect if the Licensee breaches any of the obligations contained in clause 3; and
- (b) expiry of not less than three months' notice to terminate given by either party to the other.

4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this licence.

5. NOTICES

5.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by prepaid first class post or other next working day delivery service to the relevant party as follows:

(a) to the Licensor at: Manor House, Grange Road, Malvern, Worcestershire WR14 3EY and marked for the attention of the Chief Executive Officer; and

(b) to the Licensee at: and marked for the attention of the

or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice or other communication given in accordance with clause 5.1 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting.

5.3 A notice or other communication given under the licence shall not be validly given if sent by e-mail or fax

5.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. NO WARRANTY OF CONDITION

6.1 The Licensor gives no warranty that the Licensed Area is in a safe condition and fit for the uses specified in clause 2

6.2 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 6.1.

6.3 Nothing in this clause shall limit or exclude any liability for fraud

7. LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to clause 7.2, the Licensor is not liable for:

(a) the death of, or injury to, the Licensee or the Licensee's employees or the Licensee's invitees or any other person using the Licensed Area;

(b) any damage to the property of the Licensee or, that of the Licensee's employees or the Licensee's invitees or any other person using the Licensed Area;

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees or the Licensee's invitees or any other person using the Licensed Area in the exercise of purported exercise of the rights granted by clause 2; or

(d) any loss or damage suffered by the Licensee or the Licensee's employees or the Licensee's invitees or any other person using the Licensed Area as a result of any cause beyond the Licensor's control that prevents the Licensee from using the Licensed Area.

7.2 Nothing in clause 7.1 should 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

(d) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. THIRD PARTY RIGHTS

A person who is not 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

9. GOVERNING LAW

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.

10. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims)

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

Signed by
For and on behalf of
MALVERN HILLS TRUST (signature)
..... (print)
The Chief Executive Officer (position of authority held)

Signed by
For and on behalf of
NEWLAND PARISH COUNCIL (signature)
..... (print)
..... (position of authority held)

