

LICENCE TO OCCUPY

**For the purpose of holding [summary of proposal]**

1. North Somerset Council (“The Council”) hereby authorises, by way of a licence only, to [name and address] (“The Licensee”) to occupy the site known as Beach lawn 7 (“The Site”) strictly for the purposes of [activity name] “The Event” for the entertainment of the general public (“The Use”) and for no other use or purpose whatsoever, in a position to be agreed with the Council’s Officers, for the following periods only: 1 July 2019- 31 August 2019 10:00 – 18:00 (“the licence period”).
2. The Licensee acknowledges that its occupation of The Site and this document constitutes a licence only and nothing herein shall create, or be deemed to create, the relationship of Landlord and Tenant between the parties hereto.
3. Prior to entry upon The Site, the Licensee will take out adequate insurance to a minimum of £5M cover and will ensure that any person engaged in carrying out The Use is adequately insured to the same sum in respect of the death of, or injury to, persons or damage to any property or potential accidents, proceedings, costs, claims, demands and liabilities arising at any time in connection with The Use of The Site.
4. The Licensee hereby undertakes to keep the Council fully indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability arising in any way from the Licensee’s occupation of The Site.
5. The Council shall not be liable for the death or injury to persons or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs, or expenses or any other liability incurred by The Licensee’s Use of The Site.
6. The Licensee hereby undertakes not to do anything which might constitute a breach of any statutory requirement affecting The Site or which might vitiate, in whole or in part, any insurance affected in respect of The Site.
7. It is hereby acknowledged by The Licensee that The Site, including any buildings, foundations, drainage or other services are not warranted by the Council as being fit for the purpose for which The Licensee intends to use them, or for any particular purpose, and The Use will be at The Licensee’s own risk. The Council will not be responsible for any loss, injury, damage or expense which may be suffered or sustained by The Licensee in the event that the Premises, the foundation, drainage or other services prove defective or unfit for the purpose for which they are used or intended to be used.
8. Prior to commencement of The Use, The Licensee will present a Risk Assessment to the satisfaction and approval of the Council in respect of The Use and, if requested, provide copies of any relevant insurance policy in respect of The Use.
9. The Licensee will comply with the provisions of all relevant Acts of Parliament and the regulations and requirements of all Local or other Authorities in relation to The Use of The Site.
10. The Licensee acknowledges that the launching of sky lanterns or balloons (or similar) is not permitted and they will not include as part of their event or use of land.
11. The Council will charge a site fee of [£xxxx] for the event. The Licensee will provide North Somerset Council with payment in advance of occupation.
12. The Use is to operate as a maximum, strictly between the hours of 10:00 – 18:00
13. The Council reserves the right to immediately terminate this Licence for any reason whatsoever, without notice and with no liability for any damage, loss of income or costs incurred by The Licensee as a result of such termination.
14. On expiry, or termination of this agreement, The Site will be immediately vacated by The Licensee, leaving the area in clean, clear and tidy condition and making good any damage caused by The Licensee’s Use and occupation of The Site.

**Event Organiser**

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| **Name** |  |
| **Signature** |  |
| **Date** |  |

**On behalf of North Somerset Council**

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| **Name** |  |
| **Signature** |  |
| **Date** |  |