

DATED

LICENCE TO OCCUPY ON SHORT TERM BASIS

relating to the area for the beach furniture concession at _____

between

BOURNEMOUTH CHRISTCHURCH and POOLE COUNCIL

and

[]

Bournemouth Christchurch and Poole Council
Civic Centre
Bourne Avenue
Bournemouth
BH2 6DY

The draft licence may be subject to amendment as necessary to reflect the successful tender, the actual design and site

Parties

- (1) **BOURNEMOUTH CHRISTCHURCH and POOLE COUNCIL** of the Civic Centre, Bournemouth Dorset BH2 6DY (**Licensor**)
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**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.

Lease: the lease dated 20th March 1903 between Sir George Augustus Elliot Gervis Meyrick and the Mayor Alderman and Burgesses of this County Borough of Bournemouth

Licence Fee: the amount of [AMOUNT] POUNDS per annum plus VAT.

Licence Period: the period from and including [DATE] until the date on which this licence is determined in accordance with clause 5.

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

Operational Period: 1st April to 30th September in each year.

Permitted Use: as a beach furniture concession within Use Class Sui Generis of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

Plan: the plan attached to this licence marked "Plan".

Property: the land at _____ as shown edged red on the Plan or such other space as allocated to the Licensee from time to time under clause 2.2(d).

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Term: a 3-year period commencing 1st April 2024 and terminating 30th September 2026

VAT: value added tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph 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 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- 1.14 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 OCCUPY

- 2.1 Subject to clause 4 and clause 5, the Licenser permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Designated Periods in common with the Licenser and all others authorised by the Licenser (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use).
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licenser and the Licensee by this licence;
 - (b) the Licenser retains control, possession and management of the Property and the Licensee has no right to exclude the Licenser from the Property;
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
 - (d) without prejudice to its rights under clause 5, the Licenser shall be entitled at any time on giving not less than 14 day's notice to require the Licensee to transfer to alternative space elsewhere on the Seafront and the Licensee shall comply with such requirement.

3. LICENCE FEE

The Licensee agrees and undertakes to pay to the Licenser the Licence Fee payable without any deduction in advance in three equal instalments on 1st April, 1st June and 1st August in each year and shall be responsible for paying all business rates affecting the Property.

4. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- 4.1 to manage a range of high-quality beach furniture for hire, to include deckchairs, sunbeds and parasols
- 4.2 the initial inventory of equipment will be provided by BCP Council. Any additional equipment supplied by the operator must be discussed and approved with BCP prior to implementation.
- 4.3 The operator must ensure that all equipment is inspected for safety prior to hiring and is liable for any damages or injuries through use of equipment
- 4.4 to keep the Property clean, tidy and clear of rubbish;
- 4.5 All equipment must be stored securely on the beach overnight or removed from site at the operator's expense. All beach storage must adhere to BCP Council's Planning Regulations.
- 4.6 All equipment described in the initial inventory must be returned to BCP at the end of each seasonal period for offsite storage. Any missing or damaged equipment will be charged to the operator aside from those items deemed unsuitable for use through fair wear and tear.
- 4.7 Any additional equipment purchased by the operator will be stored off site at the end of the season at the operators expense.
- 4.8 The operator will be responsible for maintaining, repairing and replacing, when necessary, all equipment during the term of the agreement
- 4.9 not to use the Property other than for the Permitted Use
- 4.10 not to make any alteration or addition whatsoever to the Property;
- 4.11 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Licensors such consent not to be unreasonably withheld or delayed;
- 4.12 the operator shall facilitate the collection of hire charges through their own devices. All hire charges should be reasonable and fair and approved by BCP Council prior to operation.

4.13 not to do or permit to be done on the Property 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 in particular to ensure:

a) that the Licensee will provide all energy supplies for the concession at its own cost which should be super silent diesel generators and any related cables must be suitably ramped or safely attached at a minimum height of 5.8 metres so not to restrict vehicular access over the area concerned, and any ground level cables must have cable protection and where accessible by members of the public they must have appropriate cable ramps installed to the satisfaction of the Licensor;

b) that all generators shall be switched off within 15 minutes of the closure of the Concession on each evening during the Licence Period;

c) that generators which are not fully sound proofed shall be boxed to reduce noise levels;

d) that all flammable substances (such as diesel) are safely removed and disposed of from the Property;

e) that the use of any public address microphones shall be used for safety instructions only;

f) that all noise levels are kept to a minimum volume (such maximum level of volume to be determined by the Licensor from time to time);

g) that suitable arrangements are made to the satisfaction of the Licensor for the collection and disposal of refuse generated by the Licensee;

h) that it will be responsible for the removal and disposal of any grey water which must not be discharged into the surface water drains, and the Licensee

acknowledges that a charge per drain for blocked drains will be applicable and payable to the Licensor should this be breached;

i) that it will liaise with the Licensor at all times regarding use of the Property and noise levels and the Licensee shall close down immediately any equipment that in the opinion of the Licensor constitutes a noise nuisance;

j) that no loudspeaker shall be used by or on behalf of the Licensee for the purpose of advertising the concession in any street or public place within the Borough of Bournemouth, Christchurch or Poole or from any aircraft boat or other craft;

k) that no music of any kind whatsoever shall be allowed on any day;

l) that all generators and other equipment that may cause noise nuisance are situated as far away as possible from local residents' property (such distance to be determined by the Licensor from time to time);

m) that there will be no movement of vehicles on or off Bournemouth Promenade outside of the designated vehicle access times (these being 06:00 to 10:00 hours and 18:00 to 23:00 hours each day) subject to the Licensor reserving the right to change these times for any health and safety matters (as determined by the Licensor from time to time) in connection with the operation;

n) that no gambling machines or similar devices will be permitted on any part of the Property;

4.14 not to cause or permit to be caused any damage to:

- (i) the Property, or any neighbouring property; or
- (ii) any property of the owners or occupiers of the Property, or any neighbouring property;

4.15 not to obstruct the beach, make it dirty or untidy or leave any rubbish on them;

4.16 not to apply for any planning permission in respect of the Property;

4.17 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property from time to time;

4.18 to comply with all laws relating to use of the Property including but not limited to planning laws and UK Health & Safety regulations and licensing as the Licensor and Fire Authority may require, including all guidelines as set out in the HSE Event Safety 'Purple Guide' and with any recommendations of the relevant suppliers

relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property (if any);

- 4.19 to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property;
- 4.20 to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period (however so it ends) and make good any damage caused to the Property to the reasonable satisfaction of the Licensor and in the event that the Licensee fails to comply with the terms of this clause 4.12 the Licensor shall carry out the necessary works and the Licensee shall be liable for the Licensor's costs;
- 4.21 to operate the beach furniture concession for a minimum period of 10 am to 5pm and maximum period of 9am to 9pm during the Designated Periods provided that the Licensee shall not be required to keep the concession open during adverse weather conditions;
- 4.22 to ensure that there is no sale of products or catering at the Property
- 4.23 that the Licensor may in its absolute discretion prohibit the use on the Property of any device apparatus or exhibit and may stop any activities being undertaken on the Property within reason and the Licensee shall forthwith at its own expense remove any such thing to which objection may be so taken;
- 4.24 that it shall ensure that the concession will hold adequate fire equipment, and staff must be trained to use this equipment in case of fire;
- 4.25 that it shall ensure that all electrical installations and equipment shall comply with the requirements of the Electricity at Work Regulations (1989) and the Licensee will provide the Licensor with an electrical certificate supplied by an independent authorised contractor following installation;
- 4.26 that it shall ensure that distribution panels should be appropriately positioned and protected so that they are unable to be accessed by unauthorised persons but still allowing emergency isolation in the event of an emergency by authorised persons;
- 4.27 that it shall ensure that a suitably qualified person will test the total electrical installation of the Event, and the Licensee shall provide all test certificates to the Licensor on demand to show compliance with all relevant laws and statutes;

- 4.28 that it will permit the Chief Constable of the Dorset and Bournemouth Constabulary, the Chief Fire Officer of the Dorset Fire Service and the Licensor or representative to enter upon the Property at all times during the operation of the concession;
- 4.29 that the Licensee is responsible for all staff conduct, public handling of exhibits, consequential and injury loss;
- 4.30 that it will liaise with the Fire Authority and the Police Authority on all aspects of crowd and traffic management and comply with such conditions relating to public health and safety fire prevention providing adequate means of escape in case of fire and first aid as the Licensor, the Fire Authority and the Police Authority may require;
- 4.31 that it will at their own expense provide and maintain adequate safe and secure lighting during the times that the concession is open to the public;
- 4.32 that no roving advertising or sales is allowed;
- 4.33 that the Licensor does not recognise Showman's rights;
- 4.34 that no touting of any kind shall be permitted;
- 4.35 that no car parking shall be permitted on the Property and any ancillary vehicles must be off the Property by 10 am daily;
- 4.36 that no balloons are to be sold, given away or used to decorate attractions;
- 4.37 that no posters or other advertisements in connection with the concession shall be affixed in any part of the boroughs of Bournemouth, Christchurch and Poole except upon authorised bill boards or hoardings and subject to the consent of the owners thereof;
- 4.38 that it shall ensure that clear pricing for the beach furniture will be displayed at the Property;
- 4.39 that the Licensee is responsible for all equipment brought onto the Property and for ensuring all insurances are obtained and contractual obligations are met;
- 4.40 to be responsible for all on site security and agrees no camping/overnight stays are not permitted on the Property;

- 4.41 that the Licensee will be responsible for providing an overall manager who will be the main point for contact for the Licensor who shall be responsible for actioning any requests made by the Licensor;
- 4.42 that it shall ensure that the decoration of the beach furniture must be of a good standard. The Licensor reserves the right to remove the concession if it is not up to standard
- 4.43 that the Licensee is responsible for the siting and removal of the beach furniture subject to the direction of the Licensor;
- 4.44 that the Licensor shall not be held liable or responsible for any injury to the Licensee or their employees, agents, guests or visitors while within the Property or the confines of the space allocated to the Licensee except in respect of death or personal injury caused by the Licensor's negligence;
- 4.45 that the Licensor shall not be liable for any loss or damage to any goods from any cause whatsoever while the same are in transit to or from the Property or while they are at the Property;
- 4.46 that the Licensee will provide appropriate procedure manuals, risk assessments and other health and safety documentation as appropriate to the Licensor prior to operation;
- 4.47 that if the Licensee is bringing any third parties onto the Property that public liability insurance to a minimum value of £10 million and their safety manual/risk assessments must be provided to the Licensor prior to operation;
- 4.48 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 4; and/or
 - (iii) the exercise of any rights given in clause 2;
- 4.49 notwithstanding clause 4.43 the Licensee shall be responsible for and keep the Licensor indemnified against all damage of any description which may occur to the Property or any part thereof arising directly or indirectly out of or on account of the grant of this Licence by the Licensor or the exercise (whether negligent or not) of the rights granted to the Licensee or any person employed by the Licensee.

- 4.50 without prejudice to the Licensees' liability under clause 4.43 and 4.44 hereof the Licensee shall effect and maintain an insurance policy against all risks including Public Liability in an amount not less than Ten Million Pounds (£10,000,000) in respect of any one event or series of events arising from any one event, unlimited during the periods of the use of the Property by the Licensee and in terms to be approved by the Licensor with an Insurer of repute AND effect and maintain an adequate policy of Employers Liability Insurance in an amount not less than Ten Million Pounds (£10,000,000) and that such policies of insurance to be submitted to and approved by the Licensor at least one month before the use of the Property;
- 4.51 not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and
- 4.52 to pay to the Licensor interest on the Licence Fee or other payments at the rate of 4 per cent per annum above the base rate of HSBC Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within 14 days of the due date (whether formally demanded or not).
- 4.53 The Council reserves the right to amend the demised area due changes in beach profile caused by adverse weather or tidal conditions.
- 4.54 The Council reserves the right to amend the demised area to accommodate special events on the beach, such event dates to be notified to the operator in writing 14 days in advance of each event.

5. TERMINATION

- 5.1 This licence shall end on the earliest of:
- (a) 30th September 2026; and
 - (b) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 4, 13, 17 or 18; and
 - (c) the expiry of not less than 1 months' notice given by the Licensor to the Licensee
- 5.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6. NOTICES

- 6.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 6.2 If a notice complies with the criteria in clause 6.1, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 6.3 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.
- 6.4 A notice or other communication given under this licence is not valid if sent by e-mail or fax.

7. COSTS

On completion of this Licence, the Licensee shall pay to the Licensor on a full indemnity basis all reasonable and proper costs, fees, charges and expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this licence, plus an amount equivalent to VAT on them except to the extent that the Licensor is able to recover that VAT.

8. NO WARRANTIES FOR USE OR CONDITION

- 8.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 8.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.
- 8.3 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 8.1 or clause 8.2.

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

9. LIMITATION OF LICENSOR'S LIABILITY

9.1 Subject to clause 9.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

9.2 Nothing in clause 9.1 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.

10. THIRD PARTY RIGHTS

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

11. GOVERNING LAW

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12. JURISDICTION

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

13. FREEDOM OF INFORMATION AND OTHER LEGISLATION

13.1 Human Rights Act and Discrimination

- (a) The Licensee will comply for the purposes of this Licence with the Equality Act 2010 (as amended and superseded from time to time) and any relevant codes of practice and best practice guidance issued by the Government and the appropriate agencies.
- (b) The Licensee will for the purposes of this Licence act as if the Licensee were a public authority for the purposes of the Human Rights Act 1998.
- (c) The Licensee will comply with the Licensor's equal opportunities policies (available from the Licensor on request) for the purposes of this Licence.
- (d) The Licensee will make best efforts to secure compliance with these provisions by its employees, agents and sub-contractors employed for the purposes of this Licence.

13.2 Freedom of Information and Environmental Information

- (a) The Licensor has obligations and duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (each as amended and superseded from time to time).
- (b) The Licensee will facilitate the Licensor's compliance with the Licensor's obligations under these provisions and comply (at its own cost) with any reasonable request from the Licensor for that purpose. The Licensee understands and agrees that the Licensor may be required to provide information relating to this Licence or the Licensee to a third party in order to comply with its obligations under these provisions.

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13.3 Audit Requirements

The Licensee will note the Licensor's current and future obligations under the Audit Commission Act 1998 (as amended and superseded from time to time) and will facilitate the Licensor's compliance with the Licensor's obligations under these provisions and comply (at its own cost) with any reasonable request from the Licensor for that purpose. If either the Licensor's internal or external auditors or if the Local Government Ombudsman will wish to investigate the Licence, then the Licensee will provide such information, access and co-operation as those persons may reasonably require.

13.4 Whistle Blowing

The Licensee will ensure it maintains effective whistle blowing policies whereby the Licensees employees may raise in confidence without fear of victimisation discrimination or disadvantage concerns about possible malpractice.

14. DISPUTE RESOLUTION

- 14.1 A dispute relating to the provisions of this Licence which cannot be resolved in the first instance between the Licensee's representative and the Licensor's representative within a month shall be referred to the Licensor's Service Director of Destination and Culture
- 14.2 Nothing in this clause shall prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other party of any proprietary interest or any breach of that party's obligations.
- 14.3 If any dispute cannot be resolved between the Licensee and the Licensor within a month of referral as set out in clause 13.1 then at the instance of the Licensee or the Licensor it will be referred to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- 14.4 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this clause. The initiating party shall send a copy of such request to CEDR.
- 14.5 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.

- 14.6 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

15. ENTIRE AGREEMENT

This Licence constitutes the Entire Agreement between the parties relating to the subject matter of the Licence. The Licence supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

16. FORCE MAJEURE

Neither party shall be liable for breach of its obligations under the Licence to the extent that any such breach is caused by any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the party), lightning strike, earthquake, pandemic outbreak of infectious virus, war, military operations, act of terrorism or riot, but nonetheless each party shall use all reasonable endeavours to perform its obligations under the Contract.

17. PREVENTION OF CORRUPTION

- 17.1 The Licensor may terminate this Licence and recover all its loss if the Licensee should do any of the following things:
- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Licensor contract (even if the Licensee does not know what has been done); or
 - (b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
 - (c) commit any fraud in connection with this or any other Licensor contract whether alone or in conjunction with council Members, contractors, suppliers, or employees. Any clause limiting the Licensee's liability shall not apply to this clause.

18. HEALTH & SAFETY

- 18.1 Each party shall promptly notify the other of any health and safety hazards, which may arise in connection with the performance of the Agreement as soon as they become aware of them.
- 18.2 While on the Licensor's Premises, the Licensee shall comply with any health and safety measures implemented by the Licensor in respect of Staff and other persons working on those Premises.

- 18.3 The Licensee shall notify the Licensor immediately in the event of any incident occurring in the performance of the Agreement where that incident causes any personal injury or damage to property and if requested by the Licensor shall provide a copy of the incident investigation report.
- 18.4 The Licensee shall comply with the requirements of the Health and Safety at Work etc. Act 1974, its subordinate regulatory framework and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons who may be affected by the operation of undertakings entered into contractually with the Licensor or under license to the Licensor.
- 18.5 The Licensee shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) and any safe systems of work or health and safety assessments and procedures are made available to the Licensor on request.
- 18.6 The Licensee shall provide copies of risk assessments (or a summary of the said documents if they are unable to be released for any justifiable reason) as and when required by the Licensor.

19. PERFORMANCE LICENCES AND COPYRIGHT

- 19.1 The Licensee is responsible for obtaining a Licence from the PRS For Music Limited to cover the performance of all musical work in the repertoire of that Society.
- 19.2 The Licensee is responsible for ensuring that it does not infringe a copyright or any other intellectual property right effective during the operation. The Licensor shall not have any liability for any such infringement by the Licensee.
- 19.3 The Licensee shall at all times whether during or after termination or expiry of this Licence indemnify and keep indemnified the Licensor against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Licensor or their officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action against the Licensor as a result of any failure by the Licensee to comply with its obligations under this clause.
- 19.4 The Licensee shall at all times whether during or after termination or expiry of this Licence indemnify and keep indemnified the Licensor against any material adverse reputational damage as a result of any failure by the Licensee to comply with its obligations under this clause.

20. THE LICENSOR'S OBLIGATIONS AS LOCAL AUTHORITY

Nothing contained in this Licence will prejudice, override, modify or in any other way affect the rights, powers, duties and obligations of the Licensor in the exercise of its statutory powers as a local authority.

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

Signed on behalf of Bournemouth Christchurch and Poole Council by

Authorised Signatory:

Name:

Position:

Signed on behalf of []

Authorised Signatory:

Name:

Position: