



Northumberland County Council

This Licence is made the 26th day of August 2022, between Northumberland County Council of County Hall, Morpeth, Northumberland, NE61 2EF (the Licensor) and Ashington Town Council, Town Hall, 65 Station Road, Ashington, Northumberland, NE63 8RX (the Licensee).

The Licensor grants to the Licensee licence to access and use part of Northumberland County Council owned land at Hirst Park in Ashington as shown for the purpose of identification only edged in black on the attached plan for the installation of the statue and panels (The Licence Area). This licence is subject to the terms and conditions set out below.

Terms and Conditions

1. £nil Licence Fee is payable by the Licensee exclusive of VAT and rates
2. At all times during the licence period to indemnify the Licensor from and against all actions, proceedings, costs, expenses, claims and demands arising out of or in connection with the Licence.
3. To obtain its own insurances necessary for its occupation and use of the Property
4. To use the property to install one statue of Jack Charlton at their own expense, with the Licensor to approve the design & size of the statue before installation along with 4 panels for the interpretation boards
5. The Licensors also consents to the Licensee installing 2 finger posts, one next to the statue thanking the contributors and one next to the panels with a QR code for more information. Along with installing planting surrounding The Licence Area, as confirmed on the attached plan POE_266_003_A.
6. To take all necessary steps to ensure that no litter or refuse of any nature is deposited on the Property or on any land in the vicinity thereof and it is kept in a neat and tidy condition. The Licensee is to undertake monthly safety inspections of the statue and panels
7. The Licensee is to maintain the statue, panels, finger posts & planting at their own expense and to ensure that they are kept in good repair and condition & to repair any malicious damage.
8. The Licensee is responsible for securing any necessary statutory consents including planning permission and fulfilling any conditions attached.
9. Any damage caused to the Licensor's property to be remedied by the Licensee as soon as possible, to the Licensor's absolute satisfaction. Any work required will be at the expense of the Licensee
10. Not to do or suffer to be done at the Property anything which may be a nuisance or annoyance or inconvenience to the Licensor, the public or the owners or occupiers of any neighbouring property

11. Not to carry out any alterations or additions to the Property without the Licensor's prior written consent.
12. Not to display any advertisement at the property, other than the 4 panels & 2 finger posts to compliment the statue
13. The Licence is personal to the Licensee and cannot be transferred to a third party
14. The Licensee is not to permit or conduct any commercial sale or auction or otherwise on the property
15. The Licensee to be responsible for complying with all requirements of the Health & Safety Legislation and the Fire Precautions and to bear the cost of any such compliance
16. This Agreement can be terminated at any time by either party giving the other no less than 1 months written notice or immediately in the event that the Licensee breaches any condition of this Licence
17. Upon expiry of the Licence the Licensee must remove the statue, 4 panels, 2 finger posts & planting at their own expense (subject to the Licensors discretion) and make good any land and service connections and any damage caused to the Licensors land or buildings in so doing. The Licensee is to retain maintenance responsibility for the statue, panels, finger posts & planting until they have all been physically removed from the site
18. The Licensee shall not be entitled to compensation in respect of any claim whatsoever on the expiration or revocation of the licence
19. The Licensor is not responsible for any loss or damage suffered by the Licensee as a result of the condition or use of the property
20. No warranty is given as to the condition of the premises and the Licensee must satisfy itself as to the same and its suitability for use and without prejudice to the generality of the foregoing. In carrying out any works at the premises the Licensee shall act with all due caution and take all appropriate health and safety advice before commencing any such works. The Licensee is responsible for checking and ensuring that planning permission for the proposed use exists and for obtaining Building Regulations approval if required
21. Nothing contained in this Licence shall be construed as creating a legal demise or any greater interest than a contractual Licence on the terms contained in this Licence
22. The Licensor is entitled to exclusive possession and control of the whole and every part of the Property and may enter upon the Property or any part of them (causing as little interference as possible with the use of the Licensee) at all times and for all purposes without any interference whatsoever by the Licensee or the Licensee's employees, agents, visitors, licensees or invitees
23. The Licensee appreciates that it will not obtain any security of tenure under

Part II of the Landlord and Tenant Act 1954 by virtue of this Licence

Signed by

for the County Council of Northumberland
in the presence of

Witness: Name:

Address:

Occupation:

Signed by the Said (Licensee)

in the presence of

Witness: Name:

Address:

Occupation: