

OFFICIAL

Right to Grow Easy Read Licence

Please ensure you read the full licence before applying.

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This licence is dated [DATE]

Parties

(1) Hull City Council

(2) Company name, with number, registered office address

Or Full name of CIO

PRINCIPAL OFFICE ADDRESS OF CIO

Or Individual name and address (Licensee)

The following definitions and rules of interpretation apply in this licence.

Definitions – See full licence

The Licensee suspending, or threatening to suspend, payment of its debts. Or being or becoming unable to pay its debts as they fall due or admitting inability to pay its debts. Or (being a company) being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

The Licensee, or any person on its behalf. Proposing or take any step with a view to proposing a voluntary arrangement, scheme of arrangement, restructuring plan. Or any other compromise or arrangement with the Licensee's creditors or any class of them.

The making of an application for an administration order. Or the making of an administration order in relation to the Licensee.

The giving of any notice of intention to appoint an administrator. Or the filing at court of any notice of appointment, intention to appoint, an administrator in relation to the Licensee.

The appointment of a receiver or manager. Or an administrative receiver in relation to any Right to Grow Plot or income of the Licensee.

The commencement of a voluntary winding-up in respect of the Licensee. Except a voluntary winding-up to combine or reconstruction of a solvent company. In which a statutory declaration of solvency has been filed with the Registrar of Companies.

The presentation of a petition for a winding-up order. Or the making of a winding-up order in respect of the Licensee.

The striking-off of the Licensee from the Register of Companies. Or the making of an application for the Licensee to removed.

The Licensee otherwise ceasing to exist (or, if a natural person, dying).

The making of an application for a bankruptcy order. A petition for a bankruptcy order or the making of a bankruptcy order against the Licensee.

The making of an application to court. For, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Licensee.

Necessary Consents - all planning permissions and all other consents, licences, permissions. Whether of a public or private nature. Which will be required by any Competent Authority for the Permitted Use.

Permitted Use - to use and maintain the Right to Grow Plot to conserving, protecting and restoring biodiversity. For the benefit of the community and the natural environment, and horticultural production for personal use and consumption only.

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

Right to Grow Plot – Please read full licence.

Licence to occupy

Subject to clause 3 and clause 4. The Council permits the Licensee to occupy the Right to Grow Plot for the Permitted Use for the Licence Period during the Designated Hours. In common with the Council and all others authorised by the Council. (so far as is not inconsistent with the rights given to the Licensee to use the Right to Grow Plot for the Permitted Use). Together with the right for the Licensee. During the Designated Hours such parts of the Accessways. This is to access and egress from the Right to Grow Plot. As will from time to time be designated by the Council for such purpose

The Licensee acknowledges that -

- (a) the Licensee must occupy the Right to Grow Plot as a licensee. And that no relationship of landlord and tenant is created between the Council and the Licensee by this licence
- (b) the Council retains control, possession and management of the Right to Grow Plot. And the Licensee has no right to exclude the Council from the Right to Grow Plot
- (c) the licence to occupy granted by this agreement is personal to the Licensee. And is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee and its employees; and
- (d) without prejudice to its rights under clause 4. The Council must be entitled at any time on giving reasonable notice. To need the Licensee to transfer to alternative space elsewhere within the Council's Holding. Or other land owned by the Council and the Licensee must follow such need.

Licensee's obligations

To pay to the Council the Licence Fee payable without any deduction on the date of this agreement.

To keep the Right to Grow Plot clean, maintained and clear of rubbish.

To keep all the Council's Holding, Accessways and any neighbouring property free from gardening tools and equipment. To ensure that all tools and equipment are appropriately and safely stored. And removed from the Right to Grow Plot outside of the Designated Hours. To keep the Right to Grow Plot maintained. In an appropriate state of cultivation. And fertility to the satisfaction of the Council.

Not to grow any plant species used in or associated with the production of any controlled substances. Also, products including but not limited those specified in Schedule 2. To the Misuse of Drugs Act 1971 and Schedules 1 to 5. (inclusively) to The Misuse of Drugs Regulations 2001 or any other later legislation.

Not to grow any invasive plant species including but not limited. To those listed by the guidance 'Invasive non-native (alien).

Not to use the Right to Grow Plot other than for the Permitted Use.

Not to use the Right to Grow Plot. To trade or business including the sale of produce grown on the Right to Grow Plot.

Not to make any alteration or addition to the Right to Grow Plot. Except as permitted by the Permitted Use including –

felling, cutting or pruning trees, planting of trees, shrubs or bushes of any kind, save for food bearing plants not exceeding 2 meters in height, erection of any buildings or structures, and erection of fencing and boundary markers.

To ensure the Licensee's use of the land does not affect sight lines and highway safety.

Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices. At the Right to Grow Plot or elsewhere in the Council's Holding.

Not to do or permit to be done on the Right to Grow Plot. Anything which is illegal, or which may be or become a nuisance. Whether actionable or not, annoyance, inconvenience or disturbance to the Council. Or to tenants or occupiers of the Council's Holding or any owner or occupier of neighbouring property.

Not to cause or permit to be caused any damage to the Right to Grow Plot, Council's Holding or any neighbouring property; or

any property of the owners or occupiers of the Council's Holding or any neighbouring property.

Not to obstruct the Accessways, make them dirty or untidy or leave any rubbish on them.

Not to apply for any planning permission in respect of the Right to Grow Plot.

Not to do anything that will or might constitute a breach of any Necessary Consents. Affecting the Right to Grow Plot or which will or might vitiate in whole or in part any insurance. Effected by the Council in respect of the Right to Grow Plot and Council's Holding from time to time.

To follow all laws and with any recommendations of the Council and any Competent Authority.

To observe any rules and regulations the Council makes and notifies to the Licensee from time to time. Governing the Licensee's use of the Right to Grow Plot and the Accessways.

To leave the Right to Grow Plot in a clean and tidy condition. And to remove the Licensee's furniture equipment and goods from the Right to Grow Plot. At the end of the Licence Period.

To indemnify the Council. And keep the Council protected against. All losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this licence and any breach of the Licensee's undertakings contained in clause 3; and/or

the exercise of any rights given in clause 2.

To pay to the Council interest. On the Licence Fee or other payments at the rate of 4 per cent per annum above the base rate of Barclays Bank. From time to time calculated daily from the due date until payment if the Licensee. Fail to pay the Licence Fee or any other payments due under this licence within 14 days of the due date (if demanded); and to maintain third party and public liability insurance cover. In respect of the execution and use of the Licensee's rights and obligations under this Licence. Whether by the Licensee, its agents or persons under its control with a reputable insurance company for not less than £5,000,000, and against injury or death and loss caused to persons. And damage or destruction caused to property, and to provide to the Council, upon reasonable request. Details of the insurance and evidence that cover is in force. In the absence of change of insurer, policy, conditions or cover, no more than once in any insurance year applicable to the policy.

Termination

The expiry of any notice given by the Council to the Licensee. At any time on breach of any of the Licensee's obligations contained in clause 3. The expiry of not less than 3 months' notice given by the Council to the Licensee or by the Licensee to the

Council; and the expiry of any notice given by the Council to the Licensee. At any time following the occurrence of an Insolvency Event or bankruptcy

Termination of this licence must 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.

Notices

Must be in writing and will 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 postal address (in any other case).

Any notice or other communication given to the Council under or in connection with this licence. Must be in writing and will be given by hand, email or by pre-paid first-class post. Or other next working day delivery service. For the attention of - Open Space Strategic Manager at Parks & Open Spaces Development & Strategy, Kingston Upon Hull City Council, Brunswick House, Strand Close, Hull, HU2 9DB.

If a notice or other communication complies with the criteria in clause 5.1 and 5.2. It will be deemed to have been received

A notice or other communication given under this licence is not valid if sent by e-mail or fax.

No warranties for use or condition

The Council gives no warranty that the Right to Grow Plot possesses the Necessary Consents for the Permitted Use.

The Council gives no warranty that the Right to Grow Plot is physically fit for the purposes specified in clause 2.

The Licensee acknowledges that it does not rely on. And must have no remedies in respect of, any representation or warranty. That may have been made by or on behalf of the Council before the date of this licence. On any of the matters mentioned in clause 6.1 or clause 6.2.

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

Limitation of Council's liability

The Council is not liable for - the death of, or injury to the Licensee, its agents, or invitees or damage to any property of the Licensee or that of the Licensee's agents, or other invitees to the Right to Grow Plot.

Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee. Or the Licensee's agents or other invitees to the Right to Grow Plot.

Death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or

any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

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.

Governing law

This licence and any dispute or claim (including non-contractual disputes or claims). Must be governed by and construed by the law of England and Wales.

Jurisdiction

Each party agrees that the courts of England and Wales. Must have exclusive jurisdiction to settle any dispute or claim. Arising out of or in connection with this licence or its subject matter or formation.

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