

Open Space Act 1906 - Section 10

LICENCE TO INSTALL / MAINTAIN TRAIL MARKERS IN OPEN SPACE

THIS AGREEMENT is made the fifteenth day of August two thousand and twenty-four Between South Gloucestershire Council ("the Council") and ("The Licensee) of ("the Premises")

1. The Licensee has applied to the Council for a licence ("the Licence") to maintain the trail markers adjoining the Premises and forming part of the open space ("the land") referred to in the Schedule hereto (such trail markers being shown on the plan(s) annexed hereto) and the trail markers referred to in the said plan(s).
2. In consideration of the following covenants on behalf of the Licensee the Council as authority pursuant to Open Space Act 1906 agrees to grant the licence upon the following terms and subject to the following conditions.
3. The Licensee covenants:-
 - 3.1 To give notice to the Statutory Undertakers before any works are commenced pursuant to the Licence and to comply fully and effectually with any requirements which they may specify for the protection of their apparatus.
 - 3.2 To ensure that every trail marker to which this Licence relates shall be installed and maintained at his sole expense and shall be managed at all times during the continuance of the Licence and that no such trail marker shall be allowed to obstruct or interfere in any way with or become a source of danger to passage along the open space.
 - 3.3 To indemnify the Council from and against all proceedings costs claims or damage's arising out of injury or damaged caused to any person or the property of any person by anything done in the exercise of the Licence.

- 3.4 Not to dig any holes to a greater depth than 1 foot 6 inches (0.45 metres) in connection with the Licence.
- 3.5 Not to allow any trail marker installed under the Licence to remain in such a situation as to hinder the reasonable use of the open space by any person entitled to the use thereof or so as to be a nuisance or injurious to the owner or the occupier of premises adjacent to the open space or to cause damage or danger to the Statutory Undertakers the Council or their installations, in this respect of minimum width of 6ft (2m) must be kept free of planting.
- 3.6 Not to erect any fence or barrier of any kind along any boundary of the land to which the Licence relates.
- 3.7 Not to remove any soil from the open space to which this Licence relates or otherwise do anything which would interfere with the support given to the rest of the land.
4. If it appears to the Council that any trail marker to which the Licence relates is or is likely to obstruct or interfere in any way with or to become a source of damage or danger to passage along the open space or to the Statutory Undertakers or Authority installations then the Council may without notice to the Licensee alter or remove such trail marker as it shall think fit the cost of such work being charged to the Licensee.
5. Persons authorised by the Council or Statutory Undertakers may at all times enter the part of the land to which the Licence relates without notice to the Licensee in order to carry out works for the purposes of the open space or the undertaking in question.
6. The Licence is granted solely to the Licensee as occupier of the premises and shall not at any time be assigned unless agreed in writing with the Council's representative.
7. This Licence shall remain in force until:-

- 7.1 It is terminated by the Council on:
- (a) 7 days notice in the event of a contravention of any of the terms of the Licence, or
 - (b) 3 months notice if the Council consider it necessary for the purpose of the exercise of their functions as an authority.
- 7.2 When the Licensee ceases to occupy the premises at which time the Licensee shall within one month give notice of such fact to the Council.
- 7.3 By surrender of the Licence on giving the Council [3] months notice.
8. If at any time the Licence ceases in accordance with clause 7 above the Licensee shall if required to do so by the Council at his own expense within such time as specified by the Council remove such notice board or such of them as the Council may specify and if so required by the Council to reinstate the land.
9. The Licensee shall pay to the Council forthwith the sum of £ Nil towards the Council's reasonable expenses incurred in connection with the grant of the Licence and thereafter the sum of £ Nil payable on each anniversary of the date of the Licence towards the Council's reasonable costs in administering the Licence.
10. The Licensee shall be responsible for keeping records of maintenance and inspections.
11. The Licensee shall erect signage to notify the public of the persons to contact in case of any enquiries.

THE SCHEDULE

Location: Emersons Green Village Park

The installation of six trail marker posts with signs enabling the public to follow an audio trail around the site. Locations as shown in the attached map in Appendix 1. Specification of trail marker posts is shown in the image in Appendix 2.

Where applicable

Streetcare Admin section:

Planting Licence Reference: 83/ 85-231

Kirona reference:

Licensee printed name EMERSONS GREEN FRIENDS OF EMERSONS GREEN PARK

Contact details. 23 HAM FARM LANE, EMERSONS GREEN, BRISTOL BS16 7BW

SIGNED

C.A. Sunderland

C.A. SUNDERLAND (CHAIR)

for and on behalf of the Licensee

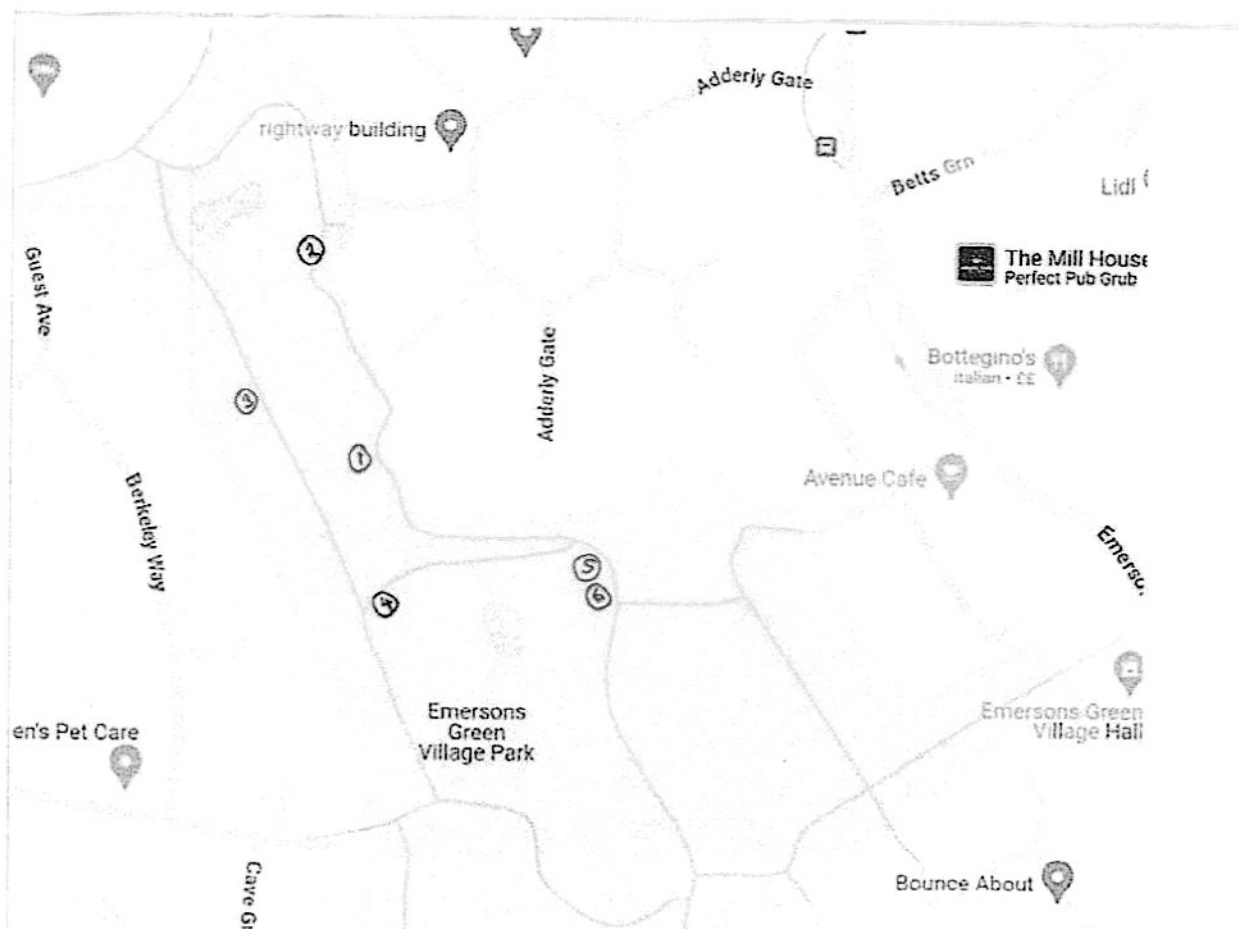
Approved by Street Care Inspector/Officer: Kirsty Newberry

K.Newberry

15/08/2024

for and on behalf of the Council, Place Services

Appendix 1 – Map of trail marker locations



Proposed Earth Trail Stations

- ① just in front of hedging
- ② near to middle of three trees
- ③ on North side of bank
- ④ as indicated
- ⑤ part of driveway garden
- ⑥ near existing Willow down sign