

Open Space Act 1906 - Section 10
LICENCE TO MAINTAIN / PLANT IN OPEN SPACE

THIS AGREEMENT is made the Sixteenth day of February Two Thousand and Twenty Three between South Gloucestershire Council ("the Council") and the Friends of Emersons Green Park ("The Licensee) in relation to Emersons Green Park ("the Premises")

1. The Licensee has applied to the Council for a licence ("the Licence") to maintain an area of the Premises forming part of the highway or open space ("the land") referred to in the Schedule hereto (such verge being shown on the plan(s) annexed hereto) and the willow structure and shrubs, plants or grass 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 willow structure, shrubs, plants or grass 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 willow structure, shrubs, plants or grass shall be allowed to obstruct or interfere in any way with or become a source of danger to passage along the highway.
 - 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 willow structure, shrubs, plants or grass 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 willow structure, shrubs, plants or grass 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 shrubs, plants or grass 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 willow structure, shrubs,

plants or grass 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 inspection of the willow structures, shrubs, plants or grass, and shall send these to the Council for archiving.
11. The Licensee shall erect signage adjacent to the willow structures, shrubs, plants or grass to notify the public of the persons to contact in case of any issues relating from the shrubs, plants or grass.

THE SCHEDULE

Location: Emersons Green Park

What is being given permission for: Three willow domes and a willow fence, which connects the willow domes; wildflower planting.

Planting Licence Reference: 83/211

Approved by Kirsty Newberry, Streetcare Officer – managed through Open Spaces Team

C.A. Sunderland

SIGNED

[please insert signature here]

for and on behalf of the Licensee

FRIENDS OF EMERSONS GREEN PARK
[please insert name/ role/ organisation]

SIGNED

K.Newberry

for and on behalf of the Council

Kirsty Newberry
Open Spaces Volunteer Groups Support Officer
Community Spaces Team
Department of Place

LOCATION
(area marked in red)

