

HOTs for Licence for Playing Fields – Subject to Contract

- Licensor - The Mayor and Burgesses of the London Borough of Havering Town Hall, Romford RM1 3BD
- Licensee - Unity Schools Partnership , Unity SP Offices, Park Road, Haverhill, Suffolk, CB9 7YD. Company Number 07400386.
- Licensor Solicitors:- Ibe Onyiriuka, Legal and Governance, London Borough of Havering, E: ibe.onyiriuka@onesource.co.uk
- Licensee solicitors - Womble Bond Dickinson LLP of St Ann's Wharf, 112 Quayside, Newcastle upon Tyne, NE1 3DX (marked for the attention of John Booth: John.booth@wbd-uk.com)
- Property - the Westlands Playing Fields under title numbers NGL60228 and EGL566527
- Term - 30 years
- Licence fee – Peppercorn
- Permitted Use - for the purposes of educational and recreational purposes.
- Timings - Monday to Friday, up to 6pm, during school term times only for a minimum of 5 hours per week/term. Out of school/holiday use will attract a charge based on the Licensor's charges at the time.
- Licensee is not entitled to use the outside toilets.
- Pitch marking:-the licensor will provide the following at no charge to the licensee – marking of the fields for 11-a-side and mini soccer, javelin, rounders/softball, running track and shot put, plus grass and hedge cutting services. Anything else that the licensee requires will be subject to payment following provision of a quotation.
- Insurance – The Licensee will take our Risk Protection Agreement insurance with the SofS.
- Termination – on 12 months' notice on the part of the Licensee, for serious breach of conditions in the licence, or cessation of the licence period or termination of the Licensee's Funding Agreement.
- The licensee will share the fields and sports facilities with the Council and other schools and clubs that pre-book space with the Council's Parks Services.
- The licensee will comply with the Council's health and safety, security and key holder requirements.
- The licensee will not commit or allow any nuisance on the land and will indemnify the Council against all and any claims whatsoever emanating from the licensee's use of the land.
- The license is personal to the licensee-no assignment, subletting or sharing occupation allowed.
- The licensee to notify the Council, in advance, of its requirements for pitches and sports equipment. Notice must be given annually the year prior, and termly at least 10 days prior to the preceding term.
- In the event that the Council require part of the playing fields for proposed future development, the Council, as licensor, reserves the right to restrict the licensee's activities to those areas of the land outside the development area, and the licensor will use best endeavours to ensure that the licensee's needs are met within the land remaining.