

**LICENCE TO USE LAND AT THE WESTERN CORNER OF THE FIELD  
ADJACENT TO THE VILLAGE HALL, CHEDWORTH**

**This Licence forms the basis of an agreement made on .....  
between the Parish Council of Chedworth ("the Council") as owner of  
the land and the Unincorporated Association known as "the Chedworth  
Diggers" as Licensee for the temporary use of the plot of land  
measuring approximately half an acre and identified in the attached  
plan as a Community Vegetable Garden.**

**This is not a proposal to provide allotments.**

1. The Licence shall be for a term of 364 days commencing on the date recorded above.
2. The Licence fee of £50 for this term shall be paid fully in advance.
3. All outgoing and impositions are to be paid by the Licensee.
4. No Agricultural Licence is to be construed under the Agricultural Holdings Act 1948, Agricultural Holdings Act 1986 and the Agricultural Tenancies Act 1995.
5. The Licence shall be subject to one month's notice in writing by the Council at any time, for any purpose, with or without cause. No compensation is to be payable by the Council except that the Licence fee will be apportioned if appropriate.
6. The land, gate and fencing are to be kept in good condition at all times and to the satisfaction of the Council.
7. The Licensee must not commit any nuisance (including the generation of unpleasant odours) or annoyance to adjacent owners, users of the Public Footpath or residents.
8. The Licensee is to use the land for domestic garden purposes only and not in connection with any business whatsoever.

9. The area under licence is to be cultivated as a single plot.
10. The keeping of any livestock, storing of metal scrap is prohibited.
11. No buildings or structures of a permanent or semi-permanent nature are to be constructed without the permission of the Council.
12. The Council's servants or agents may at any time during the Licence enter on to the land for the purpose of making borings or trial holes or for laying-in across or through the said land any sewers, gas, water or electricity or other services.
13. At the end of the term of this Licence the Licensee will vacate the plot and restore the land to grassland in no worse condition than pertains at the start of the term unless both parties agree to the renewal of the Licence.
14. The Licensee will reimburse the tenant of the adjoining Grass Keep Field for water taken from the trough in that field.
15. The Licensee is to indemnify the Council against any claim arising through the use of the land and against any loss, damage or injury suffered by the Council as a result of such use.
16. The Licensee is to be responsible for providing adequate secure gate and fencing to the entrance, to a specification approved by the Council.
17. The Licensee will take out an insurance policy against third party claims on the land which may arise against the Licensee as a result of its use of the land.
18. The Council will bear no responsibility for any damage, loss or injury to items including but not limited to persons, produce, tools etc incurred on the land.
19. No part of the land is to be sub-let and the benefit of this Licence is not to be assigned.

**Signed:**

**On behalf of Chedworth Parish Council**

**On behalf of the Chedworth Diggers**