

"This **Licence** is entered into between **Landowners name**, on behalf of **Name & Address** ("the Licensor") and ("the licensee") **Name & Address of Community Organisation**

IN CONSIDERATION of the License Fee the Licensor hereby grants and the Licence hereby accepts a Licence of the Site to endure for the Term subject to and in terms of the Conditions of the Licence.

In this Licence the following expressions shall have the following meanings:-

"Site"	means: Land at Site location/address , as outlined in red on the attached plan.
"Commencement Date"	means: XXXXXX
"Conditions of Licence"	means the Standard Conditions and any other special conditions are detailed
"Full Term"	means the period of 6 months from commencement date.
"Licence Fee"	Council's concessionary rental Policy (
"Standard Conditions"	means the Standard Conditions pertaining to this Licence as set out and specified in Part 1 of the said Schedule.
"Term"	means the Initial Term up to a maximum of 364 days and thereafter until this Licence is terminated by either party in accordance with Condition 3 of the Standard Conditions.

Part 1 Standard Conditions

1. RIGHTS

1.1 During the Term the Licensee shall have access to the site at all reasonable times in order and only in to :-

- (a) Use as a **State Specific Use** by the licensee and for no other purpose without the express written permission of the Licensor.
- (b) Comply with its obligations hereunder.

Provided that the licensee will make good any damage caused to the site in exercise of these rights.

1.2 Assignment

The Licensee shall not be entitled to assign this licence without the Licensor's prior written consent.

1.3. Obligations

The Licensee shall:-

- (a) during the term pay all general rates and other taxes or charges levied on the site and the use thereof and maintain and pay premiums for third party liability insurance cover in respect of the Site;
- (b) on completion of the 'Full term' of the licence, **Insert date**, immediately remove any plant or equipment and return to the Site to its condition at the Commencement Date to the reasonable satisfaction of the landlord; any cost will be met by the Licensee.
- (c) pay the Licence Fee to the Licensor in advance by standing order whether demanded or not;
- (d) in relation to the Site notify the Licensor forthwith in writing giving full particulars of any notice served upon the Licensee or any offer or inquiry made to them;
- (e) The occupier shall free and relieve the landlord and their agents of all liabilities for any accidents or damage caused through or by, the occupier's use and occupation of the ground. Public Safety for the above area will be the occupier's responsibility in all matters relating to the application and use. The occupier shall free and relieve the landlord and their agent of all claims arising from the **Specified use**;
- (f) at the Licensee's cost comply with all statutory requirements or requirements of the Licensor's insurers relatives to the use of the Site as a **specified use**;
- (g) pay for all electricity and other services and utilities in relation tot the use of the site as a **specified use**;
- (h) the Licensee shall maintain and keep all boundary walls and fence pertaining to the Site in good order and condition and keep the Site in a neat and tidy condition to the reasonable satisfaction of the Licensor.
- (i) All Service wayleaves will be identified and protected within the site boundary and the **xxxxxxxxxx** reserves the rights to grant further wayleaves as landlord.
- (j) All site services must be protected including drainage.

2. DETERMINATION

2.1 The Licensor shall have the right to determine to this Licence as follows:-

- (a) forthwith by written notice to the Licensee if the Licensee shall allow any payment due under the License to be in arrears for 28 days (whether demanded or not) or in any other respect fail to comply with any of its obligations or other provisions incumbent on it under this Licence.
- (b) at the expiry of the initial Term by serving one month prior written notice on the Licensee, failing which the Licence will continue until terminated by service of two months prior written notice at any time after the expiry of the Initial Term;
- (c) on giving not less than two months prior written notice to the Licensee in the event of the Licensor proposing to sell or otherwise deal with its interest on the Site.

(d) on giving not less than one months' prior written notice to the Licensee in the event of the use of the Site being viewed as a nuisance or detrimental to the environmental quality and amenity of the surrounding properties.

2.2 The Licensee shall have the right to determine the Licence at prior to the expiry date, **Insert date**, by serving one months' prior written notice on the Licensor (subject to the provision of Conditions 3.1 above).

3. GENERAL

3.1 This License shall be governed and construed in accordance with Scots law and the Parties submit to the non-exclusive jurisdiction of the Scottish Courts.

3.2 The parties to this Licence by entering into the Licence certify that there are no missives of let (constituting a lease) to which this Licence gives effect.

Dated

SIGNED.....

(Signature for Licensee)

(Witness Signature)

.....

.....

(Full name of Party signing)

(Full name of Witness)

.....

(Capacity of part signing
e.g. Director)

(Address of Witness)

.....

.....

.....

Dated

SIGNED

(Signature for Licensor)

(Witness Signature)

(Full name of Party Signing)

(Full name of Witness)

(Capacity of Party Signing)

(Address of witness)