

**DRAFT  
LEASE OF LAND  
OR  
PERMISSION TO USE**

**LANDOWNER:**

**ORGANISATION:**

**LOCATION:**

**PROJECT:**

**MAIN TERMS & CONDITIONS OF USE**

I confirm my willingness to grant you permission to use the area, shown on the attached plan, for the above purposes on the following terms and conditions: -

1. The agreement shall subsist from 28<sup>th</sup> of February 2011 until 31<sup>st</sup> of December 2012 and monthly thereafter.
2. The rent shall be £1 per month, if asked.
3. The occupier shall use the said ground solely for the purposes of environmental education and/or forest schools initiative purposes for the benefit of nursery school pupils.
4. The occupier shall free and relieve the **Insert Owners Name** 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 **Insert Owners Name** of all claims arising as a result of said works.
5. All Service wayleaves will be identified and protected within the site boundary and the **Insert Owners Name** reserves the rights to grant further wayleaves as landlord.
6. The occupier must ensure all trees are fully protected. This condition applies at all times. No existing plants, shrubbery or trees will be removed or pruned without prior approvals from the **Insert Owners Name**.
7. Details of plant material to be used to be agreed prior to the date of entry and thereafter reviewed on request by either party.
8. No storage of debris, rubble and works materials to be permitted on site without prior permission of **Insert Owners Name**.
9. Spillage of any toxic or contaminated materials must be avoided on site in the event of an accidental spillage the **Insert Owners Name** must be advised immediately.
10. **Insert Owners Name** must be notified of proposed entry date on the site and termination of lease by occupier at least 1 months notice in advance. On termination the site to be fully restored to pre-entry condition and a joint inspection meeting held following reinstatements – contact details below. \*
11. The site must be maintained to the satisfaction of the **Insert Owners Name** in the event of failures the lease will be terminated and reinstatement costs claimed if applicable.
12. All site services must be protected including drainage.
13. All maintenance liabilities within and on the boundaries of the lease will be the responsibility of the occupier and must be of a high standard complying with the surrounds.

14. The **LEASEE** will be responsible for insurance against all aspects of use including but not exclusively, fire, vandalism, personal accidents of Nursery staff and pupils. Insurance documentation to be inspected by the **Insert Owners Representative Name**
15. The occupier should ensure they have a Health and Safety Plan and identify emergency procedures for users of the site.
16. Contact names to be provided to the **Insert Owners Name** and a named deputy in case of emergencies.
17. The occupier shall at the end of this agreement, however determined, without warning or process of law remove from the said ground all items belonging to the occupier and clear the ground of all refuse material.
18. The **Insert Owners Name** shall reserve the right to terminate this agreement in the event of recurring vandalism on the site or other abuses and nuisances arising during the period of the agreement.
19. **This agreement shall be terminable by either party on giving 1 calendar months notice in writing.**
20. It is the responsibility of the occupier for the reinstatement of the area to its former condition to the satisfaction of the **Insert Owners Name**. For the purposes of reinstatement, the occupier must undertake a photographic survey of the site prior to occupation. **A copy of which must be forwarded to Insert Owners Name and will be attached to this agreement.**
21. On termination of this agreement the **Insert Owners Name** shall inspect the occupied area and provide a schedule of required works and estimated cost for reinstatement to the occupier. Thereafter the occupier has **14 days** to reinstate the ground to the satisfaction of the **Insert Owners Name**. If the works are not completed by said date then **Insert Owners Name** shall undertake the necessary reinstatement works and recharge the occupier for all appropriate costs.

**CONTACT DETAILS:**

INSERT CONTACT DETAILS i.e Community group contacts, owners contacts

**Signed on behalf of the  
Insert Owners Name**

.....

I hereby confirm acceptance to the foregoing terms of occupation in respect of the above site.  
(Leasee to sign)

Signature ..... Witness .....

Position ..... Address .....

Address .....  
.....

Date ..... Date .....