



MINISTRY OF DEFENCE

# Defence Infrastructure Organisation

Licence dated

.....  
("Effective Date")

for the installation of a fence and creation of a wild flower meadow

on land at Bradenstoke, Lyneham, Wiltshire

between

Secretary of State for Defence

and

Lyneham and Bradenstoke Parish Council

(the "Licence")

## **Recitals**

- a)The Licensor is the owner of the freehold estate in the Property
- b)The Licensee has requested the right to inter alia install and maintain a fence and create and maintain a wild flower meadow at the Property
- c)The Licensor has agreed to grant such rights subject to the terms and conditions in this Licence.

**It is agreed as follows:**

### **1.0 Definitions and Interpretation**

<b>Property:</b>	<b>Land at Bradenstoke, Lyneham, Wiltshire as indicated on the attached Plan.</b>
<b>Licensor:</b>	<b>The Secretary of State for Defence, c/o DIO Land Management Services, IDL 421, Zone 1, Floor 1, Ramillies Bldg, Marlborough Lines, Monxton Road, Andover SP11 8HJ</b>
<b>Licensee:</b>	<b>Lyneham and Bradenstoke Parish Council, c/o The Parish Clerk, Ivy House, 72 The Green, Poulshot, Devizes, SN10 1RT</b>
<b>Licence period</b>	<b>means the period as described in section 6.4 below.</b>
<b>Works:</b>	<b>The Licensee's civil works necessary to exercise any or all of the rights granted in this Licence, subject to the previous written approval of the Licensor.</b>

1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 The Schedules form part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedules.

1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this Licence ; reference to paragraphs are to paragraphs of the relevant Schedule.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.9 A reference to writing or written includes faxes but not email.

1.10 Any obligation in this Licence on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation to use all reasonable endeavours to prevent that thing being done by another person.

1.11 Any phrase introduced by the terms “including”, “include”, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.12 not used

1.13 not used

The Licensor hereby grants to the Licensee the right to install the fence and create the wild flower meadow and carry out the Works all subject to the following terms and conditions.

## **2.0 The Licensee’s rights:**

The Licensee and its contractors staff or volunteer workers shall have the following rights:

2.1 to execute Works at the Property in connection with the exercise of any of the rights granted;

2.2 to erect a fence along or within all or parts of the unfenced boundaries of the Property and keep it installed, use and operate it and create a wild flower meadow on the Property;

2.3 to inspect the Property;

2.4 to repair and maintain the fence and the vegetation on the Property;

2.5 to remove the fence;

2.6 to enter the Property from time to time to exercise any of the above rights.

## **3.0 The Licensee shall have the following responsibilities and obligations:**

3.1 to give as much written notice as reasonably possible (which shall be no less than 7 days’ notice) of the intention to enter the Property to exercise the Licensee’s rights under this Licence except in an emergency where as much notice as is reasonably practicable shall be given; 3.2 to obtain any consents required for the Works from any statutory or other bodies prior to commencing the Works, including the Licensor’s approval of the proposed fence and associated Works;

3.3 to carry out the installation of the fence and execute any Works in a good and workmanlike manner and taking all reasonable precautions to avoid obstruction to or interference with the use of the Property and ensuring that any underground services are not damaged during execution of the Works;

3.4 to install the fence and execute any Works so as not to interfere with any normal foreseeable use of the Property as at the date of installation;

3.5 to maintain the fence in good repair and to keep the Property in a tidy condition consistent with use as a wild flower meadow;

3.6 to reinstate to its former condition any damage to the Property caused as a result of the works and as far as is reasonably practicable, any ground on the property which the Licensee breaks open;

3.7 The Licensee will not encourage public access to the Property.

## **4.0 Liability and Insurance**

4.1 The Licensee agrees to effect insurance with a reputable insurance company against and be responsible for any claims made against the Licensor (up to a maximum limit of £5,000,000 per claim and without limit as to the total number of incidents covered) if a claim is made against the Licensor as a result of the grant of this Licence or execution of any works by the Licensee provided that:

4.1.1 the Licensor did not cause or contribute towards the claim;

4.1.2 the Licensor gives the Licensee immediate notice of any claim;

4.1.3 the Licensor does not settle any part of any such claim without the Licensee's written permission (which shall not be unreasonably withheld or delayed).

4.2 the Licensee does not exclude or restrict its liability for death or personal injury caused by its negligence or that of its employees, subcontractors, agents or volunteer workers acting in the course of their employment, agency or assistance to the Licensee.

**5.0 The Licensor shall have the following responsibilities:**

5.1 The Licensor may not, without the Licensee's prior written consent, which is not to be unreasonably withheld or delayed, place, build or plant anything on the Property which denies the Licensee reasonable access to the Property or will interfere with the fence.

**6.0 Ending this Licence**

6.1 The Licensee may end this Licence by giving the Licensor not less than three months' written notice at any time.

6.2 The Licensor may end this Licence by giving not less than three months' prior written notice if the Licensor intends to redevelop all or part of the Property and could not reasonably do so unless the Licence is ended, or if the Property is required for the Licensor's operational purposes.

6.3 The Licensor may end this Licence by giving the Licensee not less than three months' written notice if the Licence ought to come to an end as a result of substantial breaches by the Licensee of its obligations under the Licence.

6.4 This Licence shall commence on the Effective Date and shall remain in force until terminated by either party.

6.5 Upon termination of this Licence for any reason the fence will at the Licensor's option be removed in its entirety by the Licensee, (in which case any damage to the Property remaining after its removal shall be made good by the Licensee to the Licensor's reasonable satisfaction), or ownership of the fence in its entirety will transfer to the Licensor.

**7.0 Licence Only**

The parties acknowledge that:

7.1 no relationship of landlord and tenant is created between the Licensor and the Licensee by this

Licence;

7.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclusive possession nor to exclude the Licensor from the Property;

7.3 the Licensee's rights granted by this Licence are personal to the Licensee and are not assignable and the Licensee's rights may only be exercised by the Licensee, its employees, contractors, agents and volunteer workers; and

7.4 this Licence confers no easement.

**8.0 Notices**

8.1 Any notices required to be sent to either party are to be sent to them at the addresses stated in the Definitions.

**9.0 General**

9.1 This Licence will be governed by the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

Signed on behalf of the Licensor: \_\_\_\_\_

Witnessed:.....Name of witness.....

Address

Signed on behalf of the Licensee: \_\_\_\_\_

Witnessed:.....Name of witness .....

Address

# Location Plan (not to scale)

CLASSIFICATION



CLASSIFICATION



Defence  
Infrastructure  
Organisation

## Location

Bradenstoke wild flower meadow

## Legend

Name :

Date : 28<sup>th</sup> January 2022



Map Centre Coordinates:  
401,191 179,560

This map has been produced  
using a web-based application,  
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