

# Cambridge Biomedical Campus

## Event Licence

Date	[DATE OF THIS LICENCE]
Event	[SPECIFY EVENT]
Event Date	[DATE OF THE EVENT]
Event Hours	[TIMES] on the Event Date.
Owner (as licensor)	[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS].
You (as licensee)	[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] [OR] [NAME] of [ADDRESS].
Land	The land forming part of the Site and shown edged [COLOUR] on the plan attached to this licence.
Site	Cambridge Biomedical Campus, Francis Crick Avenue, Cambridge.
Licence Fee	The amount of £[AMOUNT] ([AMOUNT IN WORDS]).
Licence Fee Payment Date	[DATE]
Deposit	The amount of £1,000 (one thousand pounds).
Deposit Payment Date	[DATE]

This licence records the terms of your licence to occupy the Land (in common with the Owner and all others authorised by the Owner) during the Event Hours on the Event Date for the Event.

You acknowledge that:

- you shall occupy the Land as a licensee and that no relationship of landlord and tenant is created between the Owner and you;

- the Owner retains control, possession and management of the Land and you have no right to exclude the Owner from the Land;
- this licence is personal to you and is not assignable; and
- the Owner shall be entitled at any time on giving not less than one working days' notice to require you to transfer to such alternative land within the Site and you shall comply with such requirement.

The Owner permits you during your occupation of the Land to use such unbuilt parts of the Site for the purpose of access to and egress from the Land as shall from time to time be designated by the Owner for such purpose.

You agree on behalf of yourself, your employees, your customers, your invitees, and attendees (where appropriate) to comply with the following obligations:

You must

- pay the Licence Fee to the Owner on the Licence Fee Payment Date together with any value added tax as may be chargeable on the Licence Fee;
- pay the Deposit to the Owner on the Deposit Payment Date together with any value added tax as may be chargeable on the Deposit;
- pay to the Owner interest on the Licence Fee or other payments due (whether formally demanded or not) under this licence at the rate of 4 per cent per annum above the base rate of Royal Bank of Scotland plc from time to time calculated on a daily basis from the due date until the date of payment;
- keep the Site clean, tidy, and clear of rubbish;
- comply with any legal requirements (e.g. health & safety, risk assessments) and the Owner's reasonable regulations relating to the use of the Land and the Site;
- make sure that everyone attending the Event complies with the road signs/markings at the Site;
- ensure an exclusion of 2 metres around each piece of sculpture, statue, or other public artwork present on the Land;
- provide adequate temporary toilet and refuse collection facilities at the Land during your occupation;
- agree with the Owner a process for setting up and dismantling any equipment, apparatus or fittings of any kind on the Land prior to the setting up and dismantling of any such equipment, apparatus or fittings;
- provide the Owner or the Owner's nominated agent with a health and safety risk assessment for the Owner's approval together with any other documentation that the Owner or its nominated agent requests in relation to the Event not less than five working days before the Event Date; and
- maintain public liability insurance with a reputable insurance provider for at least five million pounds for the duration of your occupation, and provide copies of such insurance to the Owner at the Owner's request;

You must not

- allow anyone else to use or occupy the Land;
- display any sign, advertisement, nameplate, inscription, flag, banner, placard, poster, or notices on the Land without the Owner's permission, which the Owner may withhold in its absolute discretion;
- make any changes to the Land without the Owner's permission, which the Owner may withhold in its absolute discretion;
- use the Land at any time other than during the Event Hours and on the Event Date;
- use the Land for any purpose other than the Event;
- make any alteration or addition to the Land;
- use the Land, or permit the Land to be used, in any way that is illegal or which annoys, disturbs or causes nuisance or inconvenience to anyone including the tenants or occupiers from time to time at the Site or any neighbouring property or interferes with the day to day running of the Site;
- cause or permit to be caused any damage to the Land, Site or any neighbouring property, or any property of the owners or occupiers of the Site or any neighbouring property;
- apply for planning permission in respect of the Land or the Site;
- do anything that will or might constitute a breach of any planning permissions or consents relating to the Site or which or might vitiate in whole or in part any insurance effected by the Owner in respect of the Land or Site from time to time; and
- park, or permit to be parked, vehicles on the Land or Site.

During the Event you are responsible for the Land, for how it is used, and for others you allow into the Land. You must indemnify the Owner (which means to compensate fully) against all losses, claims, demands, actions, proceedings, costs, expenses or other liability that the Owner may suffer as a result (whether or not you are complying with the terms of this licence) of your occupation of the Land.

The Owner will not be liable to you, your employees, your customers, your invitees, or attendees to the Event for any loss or damage to property, for death or personal injuries to anyone (unless that has been caused by the Owner's negligence) or for any claims or damages you incur as a result of entering into this licence.

The Owner may end the licence to occupy granted by this licence immediately if you do not comply with this licence or you use the Land in a way that the Owner considers to be prejudicial to the other occupiers of the Site, or detracts from the character or quality of the Site. Termination shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before termination.

Any notice (such as a notice to end this licence) must be in writing. The Owner may give notice to you at your address or at the Land. You should send your notices to the Owner by delivering it to the Owner's agent, CBC Estate Management Company, C/O [The Control Tower, 29 Queen Street, Kings Hill, West Malling, Kent, ME19 4RL].

At the end of the licence you must remove anything that you put on the Land and clear away all of your rubbish (whether that is on the Land or not) and return the Land to its original condition but the Owner agrees that you shall not be required to put the Land into any better state of repair or condition than it was in at the date of this licence as evidenced by the attached schedule of condition.

Any sums payable by you to the Owner under this licence may be deducted from the Deposit. The Deposit (less any sums deducted from the Deposit) will be paid back to you within [21 days] of your vacation of the Land.

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

SIGNED for and on behalf of the Owner

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SIGNED by/for and on behalf of You

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Please give the full name of the person signing.....

If you are signing on behalf of a company or someone else, please state your position (eg director, secretary, partner)

## **Annex A**

Plan of the Land

**Annex B**

Schedule of Condition