

## MORAY COUNCIL

### SCHEDULE OF TERMS OF SITE LICENCE

#### - Old Station Yard, Buckie, AB56 1UW

Subjects - the property shown edged in red on the attached plan and measuring some 835m<sup>2</sup>. Subjects consist of a tarmac surfaced roadway, leading to tarmac surfaced public pathway with grass verges.

1. Purpose/Use – the License shall afford the right to Moray Reach Out (herin after referred to as the Licensee) and its contractors/sub-contractors to enter onto and take access over the subjects to reach the adjacent, privately owned rear garden area of 23 East Church Street, Buckie.
2. The Licensee and their contractors are to undertake works to establish a community garden sited within the rear garden area of 23 East Church Street and access is required over the Subjects for personnel, portable tools and plant limited to one of 1.6 ton tracked mini digger and one of 6 ton dumper truck.

The Licensee and their contractors/sub-contractors shall take access through the Subjects only and at no time shall any vehicles, equipment or items associated with the project be parked or sited within the Subjects.

3. The Licensee shall submit Risk Assessment and Method Statements to the Council's Asset Manager (Commercial Buildings). The approval of the Risk Assessment and Method Statements by the Council will be required prior to the Licensee taking occupation of the Subjects.

The Licensee shall ensure that its use of the Subjects does not endanger the public or users of the public pathway and amenity area and shall deploy all necessary health and safety measures.

The Licensee shall site temporary signage within the licence area to provide directions as appropriate to ensure the safe passage of pedestrian and vehicles taking access to the Northern part of Old Station Yard and who wish to access adjacent pathways by way of the licensed area. Signage to also explicitly state the purpose of the licensed access being taken, intended duration of the project and contact details for the site manager.

The Licensee shall ensure that pedestrian and vehicular access is available to the adjoining properties at Old Station Yard and the public pathways within this area at all times throughout the duration of this Agreement and the Licensee will not interfere with the access to and from these properties.

In the event that any closure of the public pathway is required to ensure spublic safety during plant access or egress then this period should be minimised as much as possible and the closure should suitably signed to potential users of the site area, as well as possible diversion routes indicated.

4. Period - The Licence shall have a period of 6 Weeks from 30<sup>th</sup> October 2023 to access the site, undertake the required works and to remove from site all equipment and associated vehicles.

5. Fee – the Licensee shall pay to the Council a sum of £564 (exclusive of any VAT thereon) prior to taking occupation of the Subjects in respect of the period from entry until 10<sup>th</sup> December 2023. If the Council grants written consent for the Licensee to continue occupation of the site beyond 10<sup>th</sup> December 2023, the Licensee shall pay to the Council a sum of £94 (exclusive of any VAT thereon) per week in advance.
6. Administration Fee - The Licensee shall pay Moray Council an administration fee of £150 in respect of the preparation of this Agreement, payable prior to taking occupation of the Subjects
7. The Licensee shall not cause nuisance, damage or annoyance to the adjoining proprietors or to the general public and shall take all reasonable steps to avoid such nuisance, particularly from noise, dust or fumes.
8. Condition - The Licensee shall accept the Subjects in its existing condition and shall be responsible for maintaining the Subjects to no worse condition than at entry, throughout the period of the Licence and including any extension period. Photographs of the Subjects and access route road and pathways shall be taken by the Licensee and lodged with Moray Council's Asset Manager (Commercial Buildings) prior to entry.

Ground protection should be utilised wherever practical, and in particular within any areas where plant may require to turn or manoeuvre and to ensure that any effect on surface condition is minimised.

9. Re-instatement - At the end of the Licence, the Licensee shall be required to remove all materials, vehicles, signage and to reinstate the surface of the Subjects in a clean and tidy condition to the absolute satisfaction of the Council.
10. In the event of further reinstatement works being required to restore the Subjects to its original condition Moray Council shall be entitled to carry out necessary works and reclaim the reasonable cost of such works and professional fees associated therewith from the Licensee. Moray Council will inform the Licensee of the nature and scope of any works before commencing them and provide the Licensee the opportunity to remedy the outstanding restoration items in a reasonable time period to the satisfaction of Moray Council.
11. Regulations - The Licensee shall be responsible for complying at his own expense with the requirements of the Health and Safety at Work Act and any other Acts of Parliament and Regulations made thereunder which affect its use and occupation of the Subjects.
12. Indemnity - The Licensee shall insure the Subjects and indemnify the Council against any claims arising out of its use and occupation of the Subjects.
13. Non Domestic Rates - The Licensee shall be responsible for the payment of any rates for the Subjects.
14. Permissions - Entry to the Subjects is subject to the Licensee obtaining all other relevant permissions and consents.

15. The Licensee agrees, by signing this document, that no prescriptive or heritable rights shall be acquired by the applicant through exercise of this license.

Signed: \_\_\_\_\_  
Moray Council

Signed: \_\_\_\_\_  
For **Moray Reach Out**

Date: \_\_\_\_\_

Date: \_\_\_\_\_