



Forestry England

DATED 31st March 2021

**SECRETARY OF STATE FOR ENVIRONMENT
FOOD AND RURAL AFFAIRS**

and

THE REWILD PROJECT

LICENCE

to

Share the Use of Kensley Shed

at

**Speech House, Coleford,
Gloucestershire**



PARTICULARS

Date	31 st March 2021
Licensor	The Secretary of State for Environment, Food and Rural Affairs c/o the Forestry Commission acting through Forestry England Bank House, Bank Street, Coleford, Gloucestershire GL16 8BA.
Licensee	The Rewild Project c/o [REDACTED]
Premises	Part of the Licensor's building and the surrounding land, known as Kensley Shed, situated at the rear of Speech House, Gloucestershire and as shown in red on the attached plan.
Licence Fee	One Peppercorn (if demanded) per annum
Licence Period	The period from 1 January 2021 – 31 December 2021
Rights	<p>The right to use the Premises to host volunteer/community events, in accordance with Schedule 2, in connection with The Rewild Project Training Permission Agreement dated 23 March 2021.</p> <p>The right to undertake works to repair and refurbish the Premises, in accordance with Schedule 1, said Schedule can be updated and amended throughout the term of this licence. Such works to be periodically inspected and approved by the Licensor's Building Surveyor.</p> <p>To the extent only that is necessary for the exercise of the above rights, the right to pass and repass with or without vehicles to and from Kensley Shed over the Access Route coloured blue on the attached plan</p>
Premises Manager	For the purposes of this Licence the Licensor nominates its Building Surveyor, who at the date of this Licence is [REDACTED] as site manager who will deal with all matters relating to the refurbishment and repair of the Premises.

Where these words and phrases are used in this Licence they shall have the meanings defined above.

THIS LICENCE is made on the Date set out in the Particulars

BETWEEN

- (1) **The Licensor** named in the Particulars (the "**Licensor**"); and
- (2) **The Licensee** named in the Particulars (the "**Licensee**")

IT IS AGREED as follows:

1. THE RIGHTS

- 1.1 The Licensor grants the Licensee the Rights for the Licence Period in accordance with the terms of this Licence.

2. LICENCE

- 2.1 The Licensor permits the Licensee to access the Premises during the Licence Period to the extent necessary to exercise the rights and for no other purpose on the terms set out in this Licence.
- 2.2 For the avoidance of doubt the possession of the Premises remains with the Licensor who will also occupy the Premises and use it in any way that is not detrimental to the Rights granted to the Licensee.

3. LICENSEE'S AGREEMENT

- 3.1 The Licensee agrees with the Licensor:
 - a) To pay to the Licensor the Licence Fee on the Payment Date if demanded.
 - b) To exercise the Rights in accordance with the terms set out in this Licence and if at any time (and for whatever reason) is unable to do so, shall communicate this information to the Licensor forthwith.
 - c) To exercise the Rights hereby granted in a proper peaceful and seemly manner.
 - d) Not to use the Premises for any purpose other than those set out in the Rights.
 - e) Not to use the North East area of the building, listed as "**reserved**" on the attached plan.

- f) To undertake to maintain the Premises in a clean, tidy, safe and hygienic condition.
- g) To contribute a fair proportion to the cost of maintenance and repair of the track serving the premises delineated blue on the attached plan. Said contribution to be proportionate to user.
- h) To pay compensation or make good to the Licensor's satisfaction all damage done to the Licensor's property caused by the exercise of this Licence.
- i) To fully and effectually indemnify the Licensor against all costs, charges, expenses, actions, claims or demands arising from any loss or damage, or injury or death to the Licensee, Licensor employees or any third parties arising from the exercise of this Licence and will at all times during the Licence Period maintain an insurance policy with a reputable insurance company to an amount of not less than [REDACTED] in respect of any one claim. The amount of such insurance shall not limit the liability of the Licensee to the Licensor. The Licensee will produce the said insurance certificate and a receipt for the premium paid on the signing of this Licence.
- j) Not to alter, add to or extend the premises, other than in accordance with Schedule 1, without the prior written consent of the Licensor. Such consent to be completely at the discretion of the Licensor.
- k) To ensure any contractor or volunteer working on the refurbishment works is adequately trained to do so, and undertakes said works in a competent workmanlike manner.
- l) Not to take access, with or without vehicles, onto any land owned by the Licensor except as allowed in the Rights.
- m) Not to do or cause or permit to be done any act or thing on the Licensor's property which may be or become a nuisance or inconvenience or cause damage or annoyance to the Licensor or other users of the Licensor's land or to the owners or occupiers of adjoining or neighbouring premises and at all times to abide by the Forestry Commission Byelaws except as expressly authorised by this Licence.
- n) To observe a speed limit of 15 miles per hour at all times when using the Access Route and not to obstruct the Access Route at any time.

- o) Not to do or permit anything on the Licensor's land which may cause or may increase the risk of fire and to take all practicable and proper precautions to minimise the risk of fire.
- p) Not to keep any highly inflammable or explosive substance at the Premises.
- q) To ensure all gates and barriers serving the Premises are correctly locked after use.
- r) To comply with all directions or instructions given by the Licensor or his authorised representative.
- s) To ensure the access hatched blue on the attached plan remains unobstructed at all times.
- t) To report any site problems, accidents or near misses to the Licensor within 24 hours of the occurrence.
- u) The Licensee is to pay all outgoings of whatever nature in relation to the Premises as a result of their use of the property including business rates (if applicable), and utility costs (including standing charges and taxes payable on utility costs) and the servicing and emptying of the septic tank at no less frequent interval than once a year.
- v) The Licensee is not to use the Premises to host courses or events other than those specified in Schedule 2.

4. MUTUAL AGREEMENTS

4.1 The Licensor and Licensee agree as follows:

- a) That this Licence shall not confer on the Licensee any right to exclusive occupation of the Site.
- b) This Licence does not form a tenancy under the Landlord and Tenant Act 1927 or 1954, nor give you exclusive use of the land.
- c) That the Licensor's Building Surveyor will conduct routine inspections of the Premises and carry out regular checks on standards of property maintenance and

refurbishment and for the purpose of ascertaining whether all or any of the provisions of this Licence are being observed and performed by the Licensee.

- d) That the responsibility for ensuring that the Premises are safe and fit for use by the Licensee will rest with the Licensee. The Licensee must notify, report and record all events (deaths, injuries, diseases and dangerous occurrences) which are covered by RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995).
- e) In the event of any Government regulation or departmental order coming into operation or of any Act of God, strike, lockout or other occurrence of a serious nature (other than financial difficulties) beyond the control of either the Licensor or the Licensee taking place affecting either party's ability to perform its obligations under this Licence, the affected party shall as soon as possible after the occurrence advise the other party in writing.
- f) In the event that the existence of this Licence removes exempt rateable value status or instigates the payment of any other taxes, the Licensee will be liable for the whole amount of Rates or other taxes which will be due for the Premises.
- g) The Licensor will ensure that all the Licensor's local staff are notified of this Licence.
- h) This Licence shall not be amended, modified, varied or supplemented in any manner whatsoever without the prior written consent of the Licensor.
- i) This Licence shall be governed and construed in all respects in accordance with the law of England and Wales.

5. PERSONAL LICENCE

- 5.1 This Licence and the benefit thereof is personal to the Licensee alone and the Licensee shall not assign, sublet or part with possession of the same.

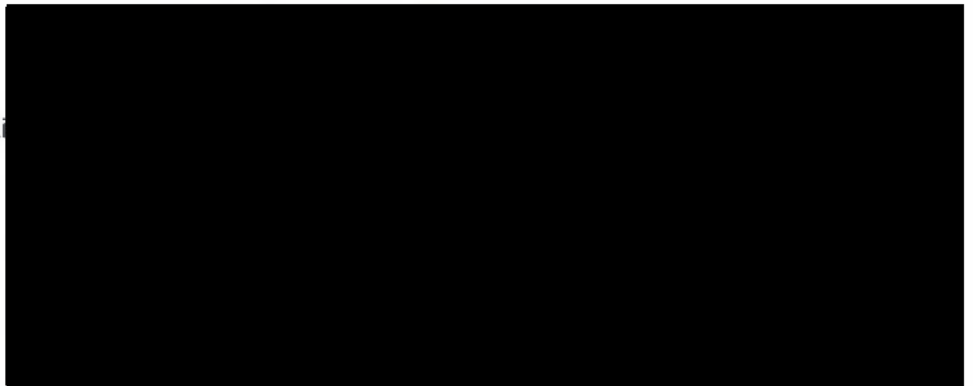
6. TERMINATION

- 6.1 The following provisions shall apply to the termination of this Licence:
 - a) The Licensor may determine this Licence at any time by giving to the Licensee not less than ONE months notice in writing.
 - b) The Licensor may determine this Licence at any time by giving to the Licensee not less than fourteen days notice in writing if, in the reasonable opinion of the Licensor, the Licensee has not performed its obligations pursuant to the terms of this Licence or for whatever reason, an appropriate working relationship cannot or has not been established or, for whatever reason, has irretrievably broken

down between the Licensor and the Licensee. No refund of the Licence Fee will be made.

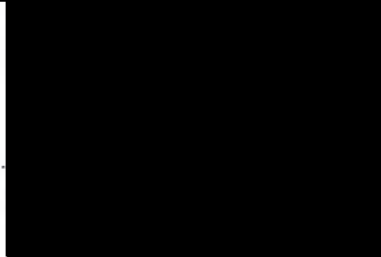
- c) On the termination of this Licence howsoever occasioned the Licensee must leave the Premises and immediate surrounds thereof clear of any of the Licensee's belongings and in a clean and tidy condition to the satisfaction of the Licensor.

SIGNED by/on behalf of the L



SIGNED by/on behalf of the Licensee

SIGNATURE
SCOTT BAINE



Schedule 1: Refurbishment Works Permitted by the Licensor

1. Internal refurbishment, including workshop area and mess facilities.
2. Installation of no more than two wood burners in accordance with HETAS code of working practice. One of these is allowed to be used for cooking.
3. Straw bale wall section
4. Creation of covered wood storage areas.
5. Constructing coppiced round wood structures as part of the craft skills training to subsequently be used as additional work spaces.

No works under this schedule shall be undertaken unless The Rewild Project have got written consent from Forestry England's Building Surveyor. It is the responsibility of The Rewild Project that should any structures be erected under Schedule 1 or the training courses in Schedule 2 that the Licensee will be required to have the locations agreed with the Licensor prior to erection and it will be the Licensee's responsibility to obtain the necessary planning consents, should they be required.

Schedule 2: Volunteer/community events and craft skills training courses permitted by the Licensor

1. Green woodwork training
 - a. Building round wood structures

Please see comments on Schedule 1 with regards to Licensor Consent and Planning Permission

2. Edible Forest Skills
 - a. Growing your own mushroom
 - b. Outside cooking – under the Forestry Commission guidance provided by Forestry England’s Foresters Forest

3. Heritage Craft Skills
 - a. Natural Textile Dye/Printing and spinning/ carding wool
 - b. Tanning sheep skins and squirrel skins
 - c. Pottery / Ceramics
 - d. Wood carving skills

For activities 3.a and 3.b a COSHH assessment is required to be submitted to the Licensor and agreed prior to the activities being undertaken.

For activity 3.c it is agreed that there will be no firing of ceramics on site.



WEST ENGLAND FOREST DISTRICT

SUBJECT Kensley Shed

Scale 1:1,250

Map Nos SO6212

1:2500 edn 2017

Nat Grid Ref SO6267 1278

1:50,000 162

County Gloucestershire

File No L 5 / 7 / 125



Prepared by: D.L.H Date 17/07/2018

FORESTRY COMMISSION

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Forestry Commission

Any linear measurements shown are in METERS

