

BRISTOL ROAD PLAYING FIELDS

APPLICATION FOR LICENCE AUTHORISING DIRECT ACCESS TO THE FIELD

PURPOSE OF REPORT:

To consider offering a licence to authorise direct access to the Bristol Road Playing Field from house numbers: 10, 12, 14, 16, 18, 20, 22, 24, 32, 34, 38 Bristol Road, Portishead.

BACKGROUND:

Members may be aware that several Bristol Road residents were granted licences authorising direct access from their premises to the Bristol Road Playing Fields some years ago. Existing licences expire March 2020. The licence was originally drawn up by the then Council Solicitor, Max Alden. It stated:

The Licence to be granted for a period of five years for non-vehicular access only, with proper gates to be provided and all alterations to the Council's fence to be carried out in a professional manner. No dogs are to be allowed onto the field and householders are to bear all costs, including the Council's legal expenses. The licence is not transferrable. The Council reserve the right to determine the Licence on one month's notice.

PROPOSAL:

It is proposed to write to all properties with direct access to the playing fields to offer them a new license substantially in the form set out in the schedule below. For those properties requesting a license that it be granted for a further period of 5 years.

RECOMMENDATION:

To grant licences authorising direct access to Bristol Road Playing Fields to the registered person named on the electoral role as of 1st June 2020 to numbers 4, 6, 10, 12, 14, 16, 18, 20, 22, 24, 32, 34, 38 Bristol Road, Portishead, where such licenses are requested by those persons.

By: SS
03/06/20

Schedule – draft license agreement to be granted upon request

LICENSE TO ACCESS THE BRISTOL ROAD PLAYING FIELD

Dated: (to be dated by Portishead Town Council upon Execution)

The Parties to this Agreement are:

Portishead Town Council, of The Folk Hall, 95 High Street, Portishead, BS20 6PR as the Licensor; and

Mr/Mrs XX, of X Bristol Road, Portishead, BS20 6QA as the Licensee

The Access License and the parties agree that:

1. The Licensor grants the Licensee the right of pedestrian access to the Bristol Road Playing Field from the rear of the Licensee's property for a period of 5 years to 31 March 2025, under the following terms.
2. This License provides a non-exclusive right for non-vehicular access only, via a single gate in the boundary fence to the playing field. The gate to be installed and maintained in proper working order by the Licensee (at its own cost), including a closure mechanism (that may include a lock) to keep the gate closed when not in use.
3. No other alterations to the Council's boundary fence, in which the gate is installed, shall be made without the written permission of the Licensor.
4. No dogs are to be allowed onto the field.
5. The fence marks the boundary of the Licensee's property with the playing field and no items are to be placed, rubbish left (including grass cuttings and other garden waste) on the playing field side of the boundary. The Licensee may plant flowers or shrubs on the playing field side of the boundary provided that such planting does not extend more than 2 feet from the boundary fence. Any planting is acknowledged to be on Town Council owned land, gives no right of ownership and must be removed (at the expense of the Licensee) upon expiry or termination of the Access License (unless replaced by a new license).
6. This License is personal to the occupier of the Licensee's property and is not transferable.
7. The Licensee reserves the right to terminate this license on one month's written notice.
8. The costs of any infringement of this License (including and remediation costs and legal expenses incurred by the Licensor) shall be borne by the Licensee.
9. Consideration for the grant of this License shall be one peppercorn, to be payable if requested by the Licensor at any time during the duration of the License.

Signed in Agreement:

By the Licensee: I acknowledge that a licence allowing direct access to the Bristol Road Playing Field is granted to me on the terms detailed above.

Signed: Date:

By the Licensor: I grant the Licensee a licence allowing direct access to the Bristol Road Playing Field on the terms detailed above

Signed: Date:

For and on behalf of Portishead Town Council