HEADS OF TERMS

LICENCE TO FISH AT LAKE VIEW BEREAVEMENT CENTRE

1.0 The Licensed Area

The Licensed Area comprises the lake and the associated areas of lake bank situated within the grounds of Lake View Bereavement Centre, Mepal, Cambridgeshire, as shown edged red on the attached Site Plan (the "Licensed Area").

The Licensed Area forms part of land owned and managed by East Cambridgeshire District Council. The Council shall at all times retain ownership, possession, management and overall control of the lake and surrounding land.

The Licence shall grant only those rights of access necessary to exercise the permitted fishing rights. All access routes, designated parking areas, fishing areas and restricted areas shall be agreed in writing and shown on the relevant plans.

Nothing in these Heads of Terms and any subsequent Licence shall grant the Licensee exclusive possession of the lake or any part of the Council's land, nor shall it create a tenancy or other estate or interest in land.

The Council, its employees, contractors, visitors and other authorised persons shall continue to be entitled to access and use the Licensed Area.

These Heads of Terms and any subsequent Licence shall be conditional upon approval in accordance with the Council's Constitution, Scheme of Delegation, and any other applicable governance or valuation requirements.

2.0 Licensor

East Cambridgeshire District Council

Registered office and correspondence address:

The Grange
Nutholt Lane
Ely
Cambridgeshire
CB7 4EE

3.0 Licensee

Name of fishing club or organisation:
[insert full legal name]

Company or registration number, if applicable:
[insert details]

Correspondence address:
[insert address]

Email:
[insert email address]

Telephone:
[insert telephone number]

4.0 Licensor's Solicitors

Organisation:
[To be confirmed]

Address:
[insert address]

Contact name:
[To be confirmed]

Email:
[insert email address]

Telephone:
[insert telephone number]

5.0 Licensor's Agent

East Cambridgeshire District Council

Address:
The Grange, Nutholt Lane, Ely, Cambridgeshire, CB7 4EE

Contact name:
Spencer Clarke, Open Spaces and Facilities Manager

Email:
spencer.clarke@eastcambs.gov.uk

Telephone:
07899 067366

6.0 Authorised Licensee Signatories

The Licensee shall provide the full names and positions of those authorised to sign the Licence on behalf of the organisation before the Licence is completed:

[Name and position]

[Name and position]

7.0 Type of Agreement

The proposed arrangement shall be documented as a Licence to Fish, subject to final legal and property advice.

The Licence is personal to the Licensee and constitutes permission to undertake the permitted fishing activities only. It does not amount to a licence of the lake as a whole, and the Licensee shall have no right to exclude the Licensor or any person authorised by the Licensor from the Licensed Area.

The Licence shall grant the Licensee permission to undertake controlled recreational fishing from the approved fishing positions and to exercise the associated rights of access specified in the Licence.

The Licence shall not grant exclusive possession of the lake, lake bank or any other part of Lake View Bereavement Centre.

The Licensor shall retain possession, ownership, management and control of the Licensed Area and shall remain entitled to access, manage and use it at all times.

Nothing contained in these Heads of Terms or the subsequent Licence is intended to create a landlord and tenant relationship, tenancy, lease or other estate or interest in land.

8.0 Permitted Use

The Licensee shall be permitted to use the approved fishing positions and associated access areas solely for controlled recreational fishing through a fishing club administered and managed by the Licensee and for no other purpose.

The maximum number of registered club members shall not exceed 50 members. Fishing shall be restricted to registered members, approved guests

where expressly authorised and any other persons approved in writing by the Licensor. No day tickets shall be issued or sold without the Licensor's prior written consent.

Fishing shall only take place on agreed days and during agreed hours. These arrangements may be varied by the Licensor to accommodate funeral services, memorial events, grounds maintenance, environmental management, health and safety requirements and the wider operational needs of Lake View Bereavement Centre.

The peaceful, dignified and sensitive operation of Lake View Bereavement Centre shall take priority over fishing activities at all times.

Fishing must not take place in areas clearly visible from the chapel or any other location identified as sensitive by the Licensor. Fishing shall be restricted to the approved areas shown on the Site Plan.

All fishing shall operate on a strict catch-and-release basis unless otherwise agreed in writing. No fish may be removed from the Licensed Area without the Licensor's prior written consent.

The Licensee shall:

- actively monitor fish populations and the ecological condition of the lake;
- cooperate with any fish stock, water quality, topographical or ecological surveys commissioned by the Licensor;
- take reasonable and proportionate action to prevent overstocking;
- obtain the Licensor's prior written consent before introducing, removing or relocating fish;
- ensure that all anglers hold a valid Environment Agency rod licence where required;
- comply with all applicable legislation and Environment Agency requirements;
- protect habitats, wildlife, water quality and the surrounding landscape; and
- ensure fishing activities do not cause nuisance, disturbance or distress to visitors, employees, funeral parties, neighbouring occupiers or other authorised users of the site.

No other commercial, recreational or organised activity shall be permitted without the Licensor's prior written consent.

9.0 Fishing Areas and Swims

Fishing may only take place from the approved fishing positions or swims shown on the attached Site Plan.

No new fishing positions or swims may be created without the Licensor's prior written consent.

The Licensee must not enlarge, excavate, surface, construct, reinforce or otherwise alter a fishing position without prior written approval.

The Licensor may temporarily or permanently close any fishing position where required for:

- funeral or memorial activities;
- environmental or habitat protection;
- water quality management;
- grounds maintenance;
- tree management;
- public safety;
- operational requirements; or
- any other reasonable management purpose.

The allocation or use of an approved fishing position shall not give the Licensee or any individual member any right of exclusive possession over that position or any surrounding land.

10.0 Licence Period

The Licence shall commence on 1 March 2027 and shall initially operate for a six-month trial period.

The arrangement shall be formally reviewed by the Licensor before the end of the initial six-month trial period.

Continuation beyond the trial period shall be subject to the Licensee having satisfactorily complied with the terms of the Licence and the Licensor being satisfied that fishing activities remain compatible with the operational, environmental and sensitive nature of Lake View Bereavement Centre.

Subject to a satisfactory review, the Licence may continue for a period of up to five years calculated from the original commencement date.

The operation of the Licence shall be reviewed annually throughout that period.

The annual review shall consider:

- compliance with the Licence;
- conduct and management of club members and guests;
- impact upon funeral and memorial services and visitors;
- health and safety performance;
- environmental and ecological management;
- fish stocks and lake condition;
- maintenance of approved fishing areas;
- insurance requirements; and
- payment of the Licence Fee and other sums due.

Subject to satisfactory performance, the Licensor's operational requirements, appropriate property and legal advice and all necessary Council approvals, the parties may agree a further Licence period of up to five years, giving a maximum overall period of ten years from the original commencement date.

The Licensee shall have no automatic right to renewal or extension. Any continuation shall be subject to written agreement and any revised terms, including the Licence Fee, required by the Licensor.

An annual review shall not itself constitute the granting, renewal or extension of the Licence.

11.0 Termination and Suspension

Either party may terminate the Licence by giving the other party not less than three months' written notice.

The Licensor may immediately suspend any or all fishing rights or terminate the Licence on shorter notice where:

- there is a serious or repeated breach of the Licence;
- the Licence Fee or other sums remain unpaid;
- fishing activities interfere with funeral or memorial services or visitors;
- the Licensee or its members cause nuisance, damage or environmental harm;
- there is a health and safety concern;
- the Licensee fails to maintain the required insurance;
- continued fishing would adversely affect the operation, reputation, environment or peaceful character of Lake View Bereavement Centre; or

- the lake or surrounding land is required for another operational, statutory or strategic purpose.

Where reasonably practicable, the Licensor will provide the Licensee with an opportunity to remedy a breach before terminating the Licence.

12.0 Licence Fee

The Licence Fee shall be É[insert amount] per annum, exclusive of VAT if applicable.

The Licence Fee shall be payable [monthly/quarterly/annually] in advance by standing order or another payment method approved by the Licensor.

13.0 Deposit

A deposit of É[insert amount], if required, shall be paid to and held by the Licensor for the duration of the Licence.

The Licensor may use all or part of the deposit to meet costs arising from:

damage caused by the Licensee, its members or guests;

removal of litter, equipment or unauthorised structures;

reinstatement of the Licensed Area;

unpaid Licence Fee or other sums;

failure to comply with the Licensee's maintenance responsibilities; or

any other breach of the Licence.

Any remaining balance shall be returned following the end of the Licence, subject to the Licensee having complied with all obligations.

14.0 VAT

VAT shall be payable where legally applicable. The Licensor's VAT position in respect of the Licence shall be confirmed before completion of the Licence.

15.0 Licence Fee Review

If the Licence continues beyond the initial trial period, the Licence Fee shall be reviewed annually, subject to the Licensor's property and legal advice.

16.0 Rates, Utilities and Other Outgoings

The Licensee shall be responsible for any non-domestic rates, utilities, charges, licences and other outgoings arising directly from its activities or exercise of the rights granted under the Licence, where applicable.

The Licensee shall also pay the Licensor for any services specifically provided to the Licensee or its members, where agreed in advance.

17.0 Access and Maintenance Contributions

The Licensee shall pay a fair and reasonable contribution towards any additional maintenance or repair costs arising from its use of:

- access roads;
- tracks;
- gates;
- parking areas;
- footpaths;
- lake banks; or
- other shared areas.

Any contribution shall be payable within 14 days of a written demand supported by reasonable details of the relevant costs.

18.0 Insurance

The Licensee shall arrange and maintain insurance appropriate to its activities and exercise of the rights granted under the Licence, including:

Ÿpublic liability insurance;
Ÿinsurance for the Licensee's equipment and contents; and
Ÿany other cover reasonably required by the Licensor.

The Licensee shall maintain Public Liability Insurance of not less than £10 million for any one occurrence.

Evidence of current insurance cover must be provided to the Licensor before access is granted and on each renewal date.

19.0 Maintenance and Environmental Responsibilities

The Licensee shall keep the approved fishing areas, swims and any areas used by its members clean, safe and free from litter.

The Licensee shall ensure that:

- all fishing equipment, waste and materials are removed after use;
- no fishing line, hooks, bait containers or other potentially harmful items are left on site;
- no damage is caused to trees, plants, habitats, lake banks or watercourses;
- any incidents, environmental concerns, pollution, fish distress, dead fish, unsafe trees or maintenance issues are promptly reported to the Licensor;
- invasive species are not introduced or spread; and
- members follow any biosecurity or equipment-cleaning measures specified by the Licensor.

The Licensee may undertake minor pruning or cutting back immediately around approved fishing positions only where the work has been agreed in writing by the Licensor.

The Licensee must not:

- fell or materially prune any tree;
- remove deadwood or habitat features;
- use pesticides, herbicides or chemicals;
- dredge, excavate or reshape the banks;
- remove aquatic vegetation;
- disturb nesting birds or protected species; or
- carry out any activity likely to harm wildlife or habitats.

The Licensed Area forms part of an environmentally sensitive setting and shall be managed so as to protect biodiversity, preserve habitats and limit environmental harm.

Risk Assessments and Safety

The Licensee shall provide the Council with an annual risk assessment covering water safety, fishing activities, access routes and emergency procedures. Any accidents, incidents or near misses occurring on the site shall be reported to the Council within 24 hours.

20.0 Alterations and Improvements

No alteration, construction or improvement may be carried out without the Licensor's prior written consent.

This includes:

- creating or enlarging fishing positions;
- installing platforms, pegs or shelters;
- erecting fencing or gates;
- installing storage facilities;
- installing signs;
- constructing or surfacing parking areas;
- carrying out bank stabilisation; and
- installing lighting, CCTV or other equipment.

The Licensee shall reinstate the Licensed Area at the end of the Licence if reasonably required by the Licensor.

No otter fencing, wildlife-exclusion fencing or similar barrier may be installed without the Licensor's prior written consent and any necessary ecological and planning approvals.

Any proposed parking area and the specification of associated works must be approved in writing before works commence.

21.0 Licensed Rights

Subject to the Licence and the Site Plan, the Licensee shall be permitted:

- to access the approved fishing areas on foot;
- to use any designated vehicular access route where expressly authorised;
- to use the designated parking area during permitted fishing times; and
- to fish from the approved fishing positions in accordance with the Licence.

All rights granted are personal permissions only and shall not confer exclusive possession of any part of the Licensed Area.

The rights shall be exercised in common with the Licensor, its employees, contractors, visitors and other authorised users.

The Licensor shall retain unrestricted rights of access to and management of the lake and surrounding land at all times.

22.0 Rights Reserved

The Licensor retains possession and overall control of the Licensed Area at all times.

The Licensor reserves the right to:

- use and manage the Licensed Area and surrounding land at all times;
- enter the Licensed Area for inspection, maintenance, surveys, emergency response, environmental management and operational purposes;
- allow access to employees, contractors, emergency services and other authorised persons;
- temporarily restrict or prohibit fishing;
- change access routes or parking arrangements;
- close areas because of unsafe trees, unstable banks, flooding, poor water quality, habitat protection or other safety concerns;
- hold services, ceremonies and events in the grounds;
- carry out landscaping, ecological, maintenance or development works; and
- introduce further reasonable site rules.

No compensation shall be payable for temporary restrictions reasonably imposed for safety, environmental or operational reasons.

23.0 Transfer and Sharing of Licence

The Licence shall be personal to the Licensee and shall not be assigned, transferred or otherwise made available to another club, organisation, syndicate or commercial operator without the Licensor's prior written consent.

The Licensee shall not purport to grant any tenancy, sub-licence or other right over the lake or surrounding land.

24.0 Planning and Statutory Compliance

The Licensee shall comply with all planning, environmental, health and safety, fisheries and other legal requirements relating to its activities and exercise of the rights granted under the Licence.

The Licensee shall not make a planning application, apply for a change of use or contact a statutory authority on behalf of the Licensor without prior written consent.

Any approved application shall be made at the Licensee's cost and, where required, in the Licensor's name.

The Licensor gives no warranty that the permitted use is authorised under planning legislation or any other statutory regime.

25.0 Inspections and Monitoring

The Licensor or its designated representative may inspect the Licensed Area at any reasonable time.

A formal joint inspection shall take place at least once during the initial trial period and, if the arrangement continues, at least annually thereafter.

The Licensee shall cooperate with:

- fish stock surveys;
- ecological assessments;
- water quality testing;
- tree inspections;
- health and safety inspections;
- insurance inspections; and
- any other reasonable monitoring required by the Licensor.

Where remedial actions are identified, the responsible party shall complete them within an agreed timescale.

The Licensee shall provide the Licensor with an up-to-date membership list and reasonable information about fishing activity, incidents and environmental observations when requested.

26.0 Costs

Each party shall bear its own legal and professional costs relating to the negotiation and completion of the Licence.

Where the Licensee withdraws after approving these Heads of Terms or instructing the Licensor to proceed with legal documentation, the Licensee shall contribute up to £1,000 plus VAT towards the Licensor's reasonable abortive professional costs.

27.0 Conditions

These Heads of Terms are subject to:

- contract;

- satisfactory references;
- confirmation of the Licensee's legal status;
- satisfactory insurance;
- satisfactory fish stock, ecological, water quality, topographical and health and safety information;
- approval of the relevant management criteria;
- the Council's procurement, property and governance requirements; and
- any necessary Council or committee approval.

These Heads of Terms are not intended themselves to grant any right to fish, enter or use the lake or surrounding land, nor to create any tenancy, lease, licence or other estate or interest in land.

No rights shall arise until the formal Licence has been approved by the Council and executed by the parties.

Before the Licence is entered into, a fish survey shall be undertaken to assess the condition, density and regeneration of the fish stock, together with such topographical, ecological, water quality and other surveys as the Council considers necessary.

28.0 General Exceptions and Reservations

The formal Licence shall contain the Licensor's usual exceptions, reservations and controls.

These shall include the Licensor's continuing right to possess, access, use and manage the lake and adjoining land; protect existing rights; permit access and use by others; and impose reasonable operational, environmental and safety controls.

These Heads of Terms record the principal terms currently under discussion. They are not exhaustive and may be amended or supplemented following advice from the Council's Property Services team and legal advisers.

Nothing in these Heads of Terms grants the prospective Licensee any exclusive possession or proprietary interest in the lake or surrounding land.

No person may rely upon these Heads of Terms as granting any right to enter, occupy, fish or otherwise use the Licensed Area.

29.0 Schedules

The following schedules are intended to accompany these Heads of Terms and/or form part of the formal Licence, as applicable, subject to final approval by the Licensor and its legal advisers.

Schedule 1 MSite Plan

To be provided and approved by the Licensor.

The Site Plan shall include:

- the lake boundary;
- Jishing areas;
- excluded areas;
- access routes; and
- car parking locations.

Schedule 2 - Fishing Positions Plan

To be agreed between the Licensor and the Licensee prior to commencement of the Licence.

A marked plan showing:

- Ÿ numbered pegs/swims, to be agreed; and
- Ÿ the maximum number of anglers permitted at any one time, to be agreed.

Schedule 3 MAccess and Parking Plan

To be agreed between the Licensor and the Licensee prior to commencement of the Licence, with the Licensee responsible for identifying and managing a suitable parking area, subject to the Licensor's approval.

The plan shall show:

- permitted routes;
- vehicle restrictions; and
- parking areas.

Schedule 4 MEcological and Fish Stocking Rules

This schedule shall consolidate all fish stocking and environmental requirements into one annex for ease of reference and enforcement.

Schedule 5 – Health & Safety Requirements

This schedule shall include:

- emergency contacts;
- first aid arrangements;
- incident reporting procedures; and
- water safety requirements.

Signatures

Signed on behalf of East Cambridgeshire District Council:

Signature: _____

Name: _____

Position: _____

Date: _____

Signed on behalf of the prospective Licensee:

Signature: _____

Name: _____

Position: _____

Date: _____

Enclosures:

- Site Plan
- Plan showing approved fishing positions
- Access and parking plan
- Lake and fishing risk assessment
- Site rules
- Environmental and biosecurity requirements