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**Please note this is an example licence agreement and the terms for each licence may change according to the event. This is example is being provided to give guidance to event organisers as to their responsibilities:**

Down District Council

and

***'Name of Event Organiser'***

**Licence Agreement**

Re: Use of Castlewellan Mountain Bike Trails for ***'Name of Event'*** Mountain Bike Event

This licence made this day of 2014 between Down District Council of Downshire Civic Centre, Downshire Estate, Ardglass Road, Downpatrick, Co. Down, BT30 6RA (hereinafter called 'the Council') of the part and

***Insert Event Organiser Details*** of the other part.

Whereby it is agreed as follows:-

1. The Council so far as it can legally do so licenses the Licensee to use the Castlewellan Mountain Bike Trails as identified in the event management plan on ***'date(s) of event'***

2. The Licensee shall be responsible for and indemnify the Council against all claims for injury or death to any person or persons or damage to or loss of property including Council property however so arising in connection with the Event and shall enter into a policy to the sum of £5,000,000 (Five Million Pounds Sterling) for any one incident with an approved Insurance Company to cover the liability of the Licensee under this clause and to produce evidence of such insurance a minimum of 6 weeks prior to the event taking place to the Mourne Mountain Bike Ranger

3. The Licensee shall be responsible for and shall indemnify the Council against any damage which may be caused as a result of the Licensee's use of the Site, including damage caused to the Site or walls, buildings, erections or structures thereon or adjacent thereto or the property on the Site belonging the Council howsoever arising out the Licence and permission herby granted

4. The Licensee shall pay to the Council as an acknowledgement of the Licence and permission hereby granted a site fee of ***£xx.xx (agreed charge*)** **+ Nominal fee PP (if required)** to be payable in advance of going onto the Site without prejudice to any claim which may be made by the Council arising out of Clause 3 above.

5. The Licensee shall pay to the Council an ‘Event Bond’ fee of £x.xx (agreed bond) to be payable to the council in advance of going onto the Site. The council will return the ‘Event Bond’ fee within 28 working days of the License completion subject to all terms conditions of the Licence have been adhered to.

6. The Licensee shall at its own expense provide such stewards and attendants as may be reasonably necessary for the safe conduct of the Event, and to control any vehicular and pedestrian traffic using the Site. Barriers shall be erected to separate pedestrians and any vehicles entering or leaving the Site and stewards shall ensure that these are in place and at all times adhered to. The Licensee shall also provide site security for the duration of the use of the Site and shall obey the reasonable instruction of any Council employee on duty.

7. All tents, marquees, stages or other temporary structures erected by the Licensee within the area specified shall be erected maintained and operated to the entire satisfaction in all respects of the duly authorised Officer of the Council

8. The Licensee shall provide certification from a suitably competent person, such certification to be to the satisfaction of the Council that any tent, marquee, stages or any temporary structure are structurally safe and is properly erected in a safe manner.

9. The Licensee shall ensure that only experienced staff operate any mechanical equipment on the Site and shall ensure that any employee operating any mechanical equipment are competent and have a relevant licence.

10. The Licensee shall provide certification from a suitably competent person, such certification to be to the satisfaction of the Council, that all electrical or gas equipment has been safely installed and is in safe working order.

11. The Licensee shall ensure the electrical safety of all equipment being used on the Site and that adequate guarding is placed around any generators or electrical equipment.

12. The Licensee shall ensure that all lighting and speaker equipment are adequately secured with safety chains or other similar equipment

13. The Licensee shall take all necessary steps to ensure that all Health and Safety requirements are complied with and that all equipment on the Site has been recently certified by a competent Authority to be safe, such certification to be in compliance with Health and Safety legislation, and that modifications to the equipment have not been made since the last Certificate.

14. The Council does not make any warranty as to the suitability of the Site for the Event and shall not be liable should the Event be cancelled or postponed as a result of any act of a third party or any other statutory agency. The Licensee shall ensure that all relevant tests are carried out prior to using the Site to ensure the ground is suitable for the weight of equipment being used.

15. The Licensee shall use its best endeavours to ensure that none of its uses of the Site would be such as to be reasonably considered indecent or a nuisance or danger to members of the public using the Site or to the Council's employees. The Licensee shall immediately cease any activity when instructed to do so by the duly authorised Officer of the Council where, acting reasonably, he considers the activity to be indecent, dangerous or a nuisance as aforesaid.

16. If in the opinion of duly authorised Officer of the Council (acting in accordance with the Council's guidance and policy in relation to noise control) there is undue noise from the loud speakers or other sources at the Event, the Licensee shall on request from the Director or his officer on duty comply with his requirements for abatement of noise.

17. The Licensee shall in the exercise of this Licence and permission hereby granted carry out all instructions of the duly authorised Officer of the Council for the protection of the Site or the persons using same.

18. The Licensee shall at its own expense obtain all necessary licences, consents and approvals which may be required by the Licensee in connection with the Event and shall be solely responsible for and indemnify the Council against all claims arising in this regard.

19. The Licensee shall remove all waste paper and other litter from the Site before leaving the Site and shall keep the Site clean and tidy to the satisfaction of the duly authorised Officer of the Council. The sale of glass bottled beverages or alcohol shall not be permitted on the Site, nor shall they be permitted to be brought on to the Site by members of the public attending the Event.

20. The Licensee shall take all necessary precautions against fire and shall comply with all the requirements of the Northern Ireland Fire and Rescue Service in this respect.

21. The Licensee shall fully consult with the Police Service of Northern Ireland (PSNI) in relation to all traffic matters and shall ensure that any reasonable request of the PSNI in this regard is complied with.

22. The Licensee shall not be entitled to or make any claim against the Council for loss or damage which the Licensee may sustain in relation to the Event or where the Licensee is deprived of the use of the Site.

23. The Licensee shall be responsible for the provision of all services to include water and electricity and shall pay the supplier for all charges and shall fully indemnify the Council in connection with the same.

24. On expiration or sooner determination of this Licence and upon the expiry of each permitted Event the Licensee shall forthwith remove all tents, marquees or other erections and equipment from the Site and restore the Site to the condition in which it was taken over by the Licensee, the work or restoration to be carried out to the satisfaction of the duly authorised Officer of the Council. If the Licensee shall neglect or fail to remove the erections or restore the Site aforesaid, the Council may remove the same and restore the Site and all expenses which the Council may be put to in such removal and restoration as certified by the Director shall be paid by the Licensee to the Council on demand.

25. The Licensee shall use the Site for the purpose aforesaid and for no other purpose whatsoever.

26. The Licensee shall not permit any permanent signs, notices, posters or other fixtures or fittings to be attached to any part of the perimeter walls, fences or any other part of the Site at any time without written agreement from the Council.

27. The Council shall with the prior approval of the Licensee (which shall not be unreasonably withheld or delayed) be at the liberty to use the Trail in so far as this does not prevent or inhibit the Licensee from using the Trail for the purposes permitted by this Licence.

28. The Licence is personal to the Licensee and is not transferrable.

29. If through circumstances beyond the control of the Council it becomes impracticable to fulfil the purpose of this Licence it is cancelled. The Council has no liability to pay compensation to the Licensee for any resulting loss.

30. The Licensee must ensure that no damage is caused to trees, root systems and underground structures (if any).

31. The Licensee shall not use paint or other permanent markers

32. The Licensee shall identify all water courses and shall take responsibility to avoid pollution to these.

33. The Licensee must include a link to the online ‘MountainBikeNI.com Events Survey’ measuring socio-economic impact of events to all participants in a post event communication.

34. The Licensee shall not make adaptations to the official trails or any features on the official trails without prior permission from the Council.

**The following clauses may be included if permission is granted by council to construct informal trails:**

35. Should the Licensor provide permission for the creation of temporary informal trails, The Licensee shall be responsible for and indemnify the Council against all claims for injury or death to any person or persons or damage to or loss of property including Council property however so arising in connection with the construction of informal trails, the Event and the remediation of informal trails and shall enter into a policy to the sum of £5,000,000 (Five Million Pounds Sterling) for any one incident with an approved Insurance Company to cover the liability of the Licensee under this clause and to produce evidence of such insurance a minimum of 6 weeks prior to the event taking place to the Mourne Mountain Bike Ranger

36. Should the Licensor provide permission for the creation of temporary informal trails, the Licensee shall ensure that any temporary structures or temporary informal trails built for the purposes of the Event shall be unusable to unauthorised users at all times and shall be removed within the period covered by their insurance as provided for in the event management plans.

37. Should the Licensor provide permission for the creation of temporary informal trails, the Licensee must ensure that any informal trails created as a function of the event are re-instated to their previous condition and to the satisfaction of the duly authorised Officer of the Council by a pre agreed date. If the Licensee shall neglect or fail to remove the temporary informal trails or restore the Site aforesaid, the Council may remove the same and restore the Site and all expenses which the Council may be put to in such removal and restoration as certified by the Director shall be paid by the Licensee to the Council on demand. These expenses may be excess of ‘event bond’ outlined in Clause 5.