

In case of enquiry contact Claire Walden  
Direct Dial 01223 457424  
Fax 01223 457409  
E-mail [claire.walden@cambridge.gov.uk](mailto:claire.walden@cambridge.gov.uk)  
DX 5854 Cambridge

Mr R S Baxter  
Chair of Friends of Midsummer Common  
2 North Terrace  
Cambridge  
CB5 8DJ



**Legal Services**

9 March 2011

Our Ref:CLW/AD/AD/51(CON002954)

Dear Mr Baxter,

**Re: Midsummer Common Community Orchard, Cambridge**

**1. BACKGROUND**

Cambridge City Council ("Council") and Friends of Midsummer Common ("FoMC") wish to help support the community orchard (shown outlined in red on the plan attached to this letter) at Midsummer Common, Cambridge ("Midsummer Common Community Orchard").

FoMC volunteered to carry out the various works set out in the schedule to this letter ("Orchard Works") and the Council is happy to provide its permission for FoMC to do so, on the terms set out in this letter.

**2. LICENCE TO CARRY OUT THE ORCHARD WORKS**

The Council grants FoMC a licence to carry out the Orchard Works at Midsummer Common Community Orchard for a period of five years starting from the date of this letter ("Licence Period") on the terms set out in this letter.

The Council confirms that if FoMC carries out some or all of the Orchard Works then provided it does so in accordance with this letter, FoMC shall not commit any offence under paragraphs 2, 4, 5, 7, 8, 9 and 13 of the Cambridge City Council bylaws dated 23<sup>rd</sup> October 1851, by carrying out the Orchard Works in such manner.

Simon Pugh. Solicitor  
Head of Legal Services  
Cambridge City Council, The Guildhall  
Cambridge, Cambridgeshire, CB2 3QJ.  
Telephone 01223 457000, Facsimile 01223 457409  
Minicom 01223 457050, DX 5854 cambridge



INVESTOR IN PEOPLE

CON002954/119777

Nothing in this letter places FoMC under an obligation to carry out the Orchard Works, but if it does carry out all or any part of the Orchard Works, it must do so on the terms of this letter.

### **3. CARRYING OUT AND COMPLETING THE WORKS**

FoMC agrees that during the Licence Period, it will:

- have regard to any appropriate guidance from the Council's Arboricultural Officer
- carry out the Orchard Works with minimum disturbance or inconvenience to the Council, the owners and occupiers of any neighbouring land, users of Midsummer Common and the public
- effect and maintain with a reputable insurer a policy of insurance providing public liability cover of not less than Five Million Pounds to cover all reasonably foreseeable claims and provide evidence of that insurance to the Council within two weeks of the date of this letter and on or around the anniversary of the date of this letter in each year of the Licence Period
- provide adequate management, supervision and training for all members, staff and volunteers working for or with FoMC in connection with the Orchard Works and comply with all statutory and other legal requirements in relation to the safety and health of FoMC members, staff, volunteers and others
- report any health and safety concerns and/or issues relating to the Orchard Works to the Council's Head of Streets and Open Spaces by telephoning the Customer Services centre on 01223 457000 (or, if out of hours, by telephoning 01223 457457)
- keep the Council updated on the progress of the Orchard Works including through regular attendance at Midsummer Common group meetings chaired and hosted by the Council
- use the Garden Store (see Schedule) for the storage of gardening materials and/or equipment and keep the Garden Store and any equipment and/or materials used in connection with the Orchard Works in good and safe working order
- immediately make good, to the reasonable satisfaction of the Council, any damage to any land or building, plant or machinery which is caused by the carrying out of the Orchard Works by FoMC
- not light or permit to be lit any fires and not use or permit to be used any chemicals which are not available from retail outlets.

### **4. ENDING OF LICENCE**

This Licence will end at the end of the Licence Period or earlier:

- if the Council considers that there has been a breach of the terms of this letter by FoMC and gives to FoMC not less than twenty eight (28) days prior written notice
- if FoMC considers it does not have sufficient numbers of volunteers to carry out the Orchard Works and gives to the Council not less than twenty eight days prior written notice
- at any time and for any reason if the parties agree.

When this licence ends, FoMC must (if the Council reasonably so requires and gives FoMC reasonable prior notice of that requirement) remove the Garden Store and reinstate that part of Midsummer Common Community Orchard on which the Garden Store was placed and make good any damage caused to Midsummer Community Orchard by such removal or reinstatement.

The licence contained in this letter is a non-assignable licence personal to FoMC and nothing in this letter shall be taken to give or grant to FoMC any estate or interest in Midsummer Common Community Orchard.

A person who is not a signatory to this letter shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the letter.

If you agree to the above terms and conditions, please sign both copies of this letter and return one copy to the above address.

Yours faithfully,



Head of Legal Services

I hereby agree to the above terms and conditions.

Signed:.....*RS Baxte*.....

Dated:.....*16 March 2011*.....



## SCHEDULE

The Orchard Works means:

1. The planning, layout, phased planting and general management of a community orchard comprising approximately 20 fruit trees at the Midsummer Common Community Orchard including:

1.1 all or any of the following approved works:

- selection and planting of such suitable local varieties of fruit tree stock as are appropriate for a community orchard
- staking of such tree stock in the early years as may be necessary to protect the trees
- building an espalier fence for some trees
- making and maintaining so long as shall be necessary such temporary stakes, supports and protective fencing as shall be necessary for the protection of trees, shrubs and turf
- watering, pruning, fertilising, feeding and general maintenance of such tree stock
- keeping the area around the tree stock weed-free by regular strimming or the application of mulch
- Work involving hand tools and powered hand tools
- Grass cutting
- Control of brambles by cutting
- Pest and disease control
- Weed control
- Minor repairs to tree guards
- Repairs to tree supports and ties
- Painting and decorating
- Litter collection
- Composting

1.2 all or any of the following works provided that the FoMC obtain the Council's prior approval:

- works requiring vehicular access
- tree felling or removal

2. The installation of a free-standing secure weather-proof metal garden store measuring approximately 2 metres in width and 1 metre in depth and 1.5 metres in height (which, once installed on Midsummer Common in accordance with this letter, does not contravene Section 38 of the Common Act 2005) ("the Garden Store") on a temporary wooden base in such position at Midsummer Common Community Orchard as:

- shown marked with an "X" on the plan attached to this letter or thereabouts, or
- in such other position as the Council shall determine and shall give not less than 28 days prior written notice to FoMC.



Property & Building  
Services

## Midsummer Common - Community Orchard

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