

Date: 07 December 2023

Title: Report Item 12 – Rude Mechanical Theatre Company

By: S Adeniji (Clerk)

Purpose: To consider an application for a license

Recommendations: a) Approve the granting of a Licence to The Rude Mechanical Theatre Company
b) Decide on an appropriate fee (if any)

Introduction:

1. An application has been made by the Rude Mechanical Theatre Company to use the War Memorial Recreation Ground on the 26th of June 2024. The Cricket Club does not have a match on that day.
2. The company have confirmed that they are comply with the terms of the license as set out in the attached draft license (ANNEX ONE).
3. This is a ticketed event, it is therefore up to the Council to decide on an appropriate fee (if any), although in the past the Rudes have never paid directly as the council usually ask them to donate about £50 to a local charity, after the event.

ANNEX ONE



This Licence is made the 6th December 2023 between East Dean and Friston Parish Council, East Dean & Friston Parish Council, Village Hall, Village Green Lane East Dean East Sussex BN20 0DR (hereinafter called the Licensor) of the one part and The Rude Mechanical Theatre Company, The Peppe Nappa Studio, Unit 8, Commercial Mews South, 42a Commercial Road, Eastbourne, BN22 9QH (hereinafter called the Licensee) of the other Part.

Whereas

1. The Licensor is the owner of the War Memorial Recreation Ground, Gilberts Drive, East Dean (the Licence Area)
2. The Licensee represents the Rude Mechanical Theatre Company and has sought permission from the Licensor to occupy the Licence Area and the Licensor is minded to grant a licence for the same subject to the Conditions below

Conditions

1. In consideration of the conditions appearing hereunder the Licensor hereby permits the Licensee to occupy the Licence Area shown edged red on the attached plan for the Period.
2. The Licensee hereby agrees to comply with the following conditions:
 - a) The Licensee shall be responsible for maintaining the Licence Area to the satisfaction of the Licensor or duly authorised representative of his
 - b) The Licensee shall fully and completely release and indemnify and keep indemnified the Licensor from and against all actions, suits, claims costs, expenses, damages and demands whatsoever arising out of or in connection with the use of the Licence Area and / or the granting of this Licence
 - c) The Licensor shall effect insurance in respect of the risks set out in b) above for a minimum sum of £5,000,000
 - d) The Licensee shall vacate the Licence Area and leave it in a good standard of appearance and repair to the satisfaction of the Licensor upon the expiry or earlier revocation of this Licence
 - e) The Licensee shall vacate the Licence Area and/or allow access it to immediately on request by the Landlord where access is reasonably required.
 - f) The Licensee will inspect the License Area to ensure it is in good order and clear of any debris or other item at the start and end of the Period.

- 3 It is hereby agreed and declared

- a) Subject to the conditions herein the Period shall commence at 3 pm on Wednesday 26th June 2023 and expire at 11 pm on Wednesday 26th June 2023 (the Period)
- b) This Licence is granted to the Licensee and to no other person or body
- c) The Licensor reserves the right to revoke this Licence at any time (provided that where practicable not less than 28 days' notice will be given) and in doing so will not be liable for any consequential costs or losses whatsoever and the Licensee shall have no right of appeal or right to compensation in respect of revocation.
- d) The Licensor does not warrant that any present or future use to which the Licensee puts the License Area is permitted under the provisions of the Town and Country Planning Act or any other legislation
- e) The Licensor does not warrant that the License Area is in a fit or sound condition for the purposes the Licensee wishes.
- f) The Licensee requires the consent of the Licensor to make any alterations to the License Area

Signed by

The Licensor.....

East Dean and Friston Parish Council

DATE

The Licensee

Peter Talbot, Chairman

The Rude Mechanical Theatre Company

DATE



