

PARTIES

- 1) Glapthorn Parish Council of _____ (**Licensor**).
- (2) Glapthorn Playing Fields Association, Charity Registration Number _____, of _____ (**Licensee**).

AGREED TERMS

1. INTERPRETATION

1.1 The definition and rules of interpretation in this clause apply in this agreement.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

License fee: the amount of £1.00 POUNDS per calendar month.

License fee commencement date: from and including the date of this Licence.

License Period: the period from and including the date of this licence until the end of a twenty five year term or until the date on which this Licence is terminated in accordance with clause 5.1.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Uses: subject to the obligations stated in Clause 3, as a Community Recreational Facility, Playing Field, Sports Pitch and Car Park.

Plan: the plan attached to this Licence marked "Plan".

Property: the land to the rear of Benefield Road Glapthorn shown coloured red on the attached Plan.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 Clause, Annex, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural in and in the plural include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.8 A reference to **writing** or **written** excludes faxes and email.
- 1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.10 References to clauses, Annexes and Schedules are to the clauses, Annexes and Schedules of this Licence; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.12 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several.

2. LICENCE TO MANAGE

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is consistent with the rights given to the Licensee to use the Property for the Permitted Use).
- 2.2 The Licensee acknowledges that:
 - (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the licensor and the Licensee by this agreement;
 - (b) the Licensor retains control and possession of the Property and the Licensee has no right to exclude the Licensor from the Property.

3. LICENSOR'S OBLIGATIONS

- 3.1 The Licensor shall ensure at the commencement of this licence that the all the land, equipment and facilities are provided in good order and that all the provisions of the planning approval (East Northamptonshire Council reference 19/00055/FUL) have been met to the satisfaction of East Northamptonshire Council or any successor Local Planning Authority.

4. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay:

- (i) To the Licensor the Licence Fee payable without any deduction in

advance on the first day of each year and proportionately for any period of less than a year the first such payment being for the period from the Licence Fee Commencement Date to the end of the year following such date together with such VAT as may be payable on the Licence Fee; and

(ii) To the relevant suppliers all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property (if any);

- (b) to keep the Property clean, tidy and clear of rubbish;
- (c) not to use the Property other than for the Permitted Use;
- (d) not to make any alteration or addition whatsoever to the Property without the Licensor's prior written consent;
- (e) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Licensor;
- (f) not to do or permit to be done on the Property anything which is illegal, immoral or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- (g) not to apply for any planning permission in respect of the Property without the Licensor's prior written approval;
- (h) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property from time to time;
- (i) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property (if any);
- (j) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property;
- (k) to leave the property in a clean and tidy condition and to remove the Licensee's furniture, equipment and goods from the Property at the end of the Licence Period;
- (l) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this licence;
 - (ii) any breach of the licensee's undertakings contained in clause 3;
 - and/or
 - (iii) the exercise of any rights given in clause 2;
- (m) to pay to the Licensor interest on the Licence fee or other payments at the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other

- payments due under this Licence within 28 days of the due date (whether formally demanded or not).
- (n) to be responsible for maintaining the land referred to in this Licence and any equipment or buildings on the land of a temporary or permanent nature and to be responsible for the costs thereof.
 - (o) to promote and facilitate use, without charge, of the recreational field and any play-ground facilities for informal recreational and community use by residents of Glapthorn Parish.
 - (p) to make the playing field, car park and other facilities available to Glapthorn School at a charge to be determined by the Licensee.
 - (q) to make the playing field and other facilities available for organised sports activities at a charge to be determined by the Licensee.
 - (r) to maintain the playing field to a suitable standard to allow organised team games by the school or sports clubs.
 - (s) to be responsible at the licensee's expense for ensuring all conditions specified in the planning permission (East Northamptonshire Council reference 19/00055/FUL) continue to be met to the satisfaction of East Northamptonshire Council or any successor Local Planning Authority.
 - (t) to ensure the car park is available
 - i. to parents when delivering or collecting pupils from the school
 - ii. for occasional visitors to the school
 - iii. without charge, for users of the recreational facilities on the site, and
 - iv. without charge, for visitors to Glapthorn and Glapthorn residents using the local rights of way.
 - (u) to take such management and practical measures as necessary to ensure the car park
 - i. is maintained to a standard appropriate to the prescribed uses
 - ii. is not available for over night parking by any users, and
 - iii. is not used at anytime by employees of the school.
 - (v) to submit an annual statement of accounts to the Parish Council within 3 months of the end of each financial year together with a financial forecast of the following year.
 - (v) to demonstrate annually to Glapthorn Parish Council that, together with any other fund raising actions by the Licensee, the income raised from charges for the playing field and any other facilities are sufficient to meet all the costs associated with the licence and the obligations required under the licence.

5. TERMINATION

5.1 The licence to occupy granted by this agreement shall end on the earliest of:

- (a) the expiry of the licence period specified in clause 1.1.
- (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.

(c) The expiry of not less than 12 months' notice given by the licensee to the Licensor.

5.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

6. NOTICES

6.1 Any notice required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

(a) To the Licensor at: _____ and marked for the attention of **The Clerk to Glapthorn Parish Council** .

(b) To the Licensee at: _____ marked for the attention of _____ .
or as otherwise specified by the relevant party by notice in writing to each **other party**.

6.2 Any notice shall be deemed to be duly received:

(a) if delivered personally, when left at the address and for the contact referred to in this clause; or

(b) if sent by per-paid first-class post or recorded delivery, at 9.00am on the second working day after posting; or

(c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

6.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

6.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

7. NO WARRANTIES FOR USE OR CONDITION

7.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

7.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

8. LIMITATION OF LICENSOR'S LIABILITY

8.1 Subject to clause 7.2 the Licensor is not liable for:

(a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or

(b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or

- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

8.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

10. GOVERNING LAW AND JURISDICTION

10.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including noncontractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of Licensor Position

Signed by
For and on behalf of Licensee Position: