

OCCUPATIONAL LICENCE:

DATE 19 JANUARY 2006

Agreement between

The Old Marston Parish Council (hereinafter called "the Licensor") and

The Marston Saints Football Club (hereinafter called "the Licensee")

1 Definitions

The purpose of this agreement is not to create a lease and will not be subject to the provisions of the Landlord and Tenant Acts in force at the date of this agreement nor subsequently enacted.

In this licence and in the Schedule the following terms shall, except so far as the context otherwise requires, have the following meanings:

"Access ways" means such ramps, paths, entrance halls and corridors, and other means of access in or upon the Property the use of which is necessary for obtaining access to and egress from the Property as the Licensor may from time to time specify by seven days notice to the Licensee.

"Licence Fee" means the sum negotiated between the Licensor and the Licensee as an annual charge as noted in the Licensor's Minute Book following negotiations at the relevant Council meeting.

"Licence Period" means the period from the date of this agreement for twenty five years or until the date on which the Licensee's rights under clause are determined in accordance with clause 6

"Permitted Hours" means the hours described in the Schedule.

"Permitted Use" means as a football pitch and the pavilion for matches, training, changing facilities and administrative and social activities of the Club.

"Property" means the property described in the Schedule and the plan attached.

The Club's license for the sale of alcoholic liquor shall be exercised only between one hour before to three hours after football matches and other activities within the permitted use notified to the Licensor in accordance with Para. 3.1 or subject to written consent from the Licensor issued at least ten days before the event.

2. Licence and Licence Fee

2.1 The licensor hereby grants to the Licensee a licence to use the Property and the facilities or services described in the Schedule (or such other areas and facilities and services as the Licensor may from time to time designate) for the Licence Periods for the Licensee to use during the Permitted Hours for the Permitted Use in common with the Owner and all others authorised by the Owner so far as is not inconsistent with the rights given and also not to prevent the use of the football area by the public when not in use for football organised by the Club.

2.2 This Licence may be varied at any time by agreement in writing between the parties

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- 2.3 The Licence Fee shall be payable on the first day of each year. The first payment shall be paid on signing the agreement. Subsequent payments on the anniversary thereafter. If this Licence is determined by notice in accordance with clause 9 and the notice does not expire on the last day of the year of this agreement the payment for that year shall be a proportion of the Licence Fee.
- 2.4 The Licence Fee shall be £150 for the first year of the Licence and reviewed on each 5th anniversary of the Licence thereafter.

3. Licensee's covenants

The Licensee agrees with the Licensor as follows

- 3.1 To provide on request and update to the Licensor a schedule of matches and other events one month in advance
- 3.2 To permit the Licensor to use the Property on fourteen days notice.
- 3.3 Make available to the Licensees the use of the Property on up to ten specified days, consecutive or separate, in each calendar year
- 3.4 To erect no aerials or external devices and make no alterations to the Property without the Licensor's written consent
- 3.5 To pay the Licence Fee, taxes and suppliers of all services to the building including VAT without any withholdings or reductions whether the same be demanded or not.
- 3.6 To provide and maintain its own equipment which may be kept in the storage facilities in the Property between sessions or in such other area as may be designated by the Licensor for such purpose from time to time.
- 3.7 The Licensee shall in respect of each session be responsible for:
- 3.7.1 unlocking and locking the Property and the gate at the beginning and end of each session
 - 3.7.2 the turning on and off of heating and lighting to the Property
 - 3.7.3 the security of the Property and the re-setting of any alarm systems
 - 3.7.4 the protection of the fabric and contents and safety from damage however slight and
 - 3.7.5 the behaviour of all persons using the Property whatever their capacity and for ensuring the persons leaving the Property during or following each session do so in an orderly manner and in such a way as not to cause nuisance to owners or occupiers of nearby premises.
 - 3.7.6 keeping to a minimum the use of foul language by its members during any session so as not to cause offence to nearby residents
 - 3.7.7 The person unlocking the building for use shall be responsible for ensuring that the fire exits are capable of being used and unobstructed for that event
- 3.8 Not to make any alteration or addition to any part of the Property or to any fixtures and fittings without the written consent of the Licensor.
- 3.9 To ensure that the rights hereunder are exercised not to interfere with or adversely affect the enjoyment of the Property by the Licensor or by others authorised by the Licensor.
- 3.10 Not to assign the benefit of this licence or sub-licence or share possession with anyone of any part of the Property without the licensor's written consent.
- 3.11 To keep the Property and Access ways unobstructed, clean, tidy and clear of rubbish, including the field, arising from the Club's use of the field.
- 3.12 To take reasonable care of the Property and all fixtures and fittings and not remove them or any part of them from the Property without prior written consent of the Licensor.
- 3.13 To make good and pay for or repair all damage (including accidental damage) caused to any part of the Property or to any of the fixtures and fittings by its members, clients or persons in the Property with the Club's consent whether actual or implied.
- 3.14 Not to use or permit to be used the Property except for the Permitted Use.





- 3.15 Not to do or permit to be done anything which would or might constitute a breach of any statutory requirement, bye-law or regulation affecting the Property which would or might vitiate in whole or part any insurance effected on the Property by the Licensor from time to time or increase the rate of premium of such insurance.
- 3.16 Not to use or permit the Property to be used for any illegal purposes.
- 3.17 Not to store or bring or permit to be brought onto the Property any articles of an inflammable, dangerous or illegal nature.
- 3.18 Not to impede in any way the officers, servants or agents of the Licensor in the exercise of the Licensor's rights of possession and control of the Property.
- 3.19 To keep the Licensor and those on the property when in use by the club whether by invitation or not indemnified by insurance approved by the Licensor against all liability arising from or through the exercise of the Licence
- 3.20 Not to exhibit any advertisement, signboard, nameplate, inscription, flag, banner, placard or poster on any part of the Property except with the prior written consent of the Licensor.
- 3.21 On the termination of this Licence to vacate immediately the Property and to leave the Property in a clean and tidy condition and in a good state of repair.

4. **Stored equipment**

The Licensor accepts no responsibility for any stored equipment or other property brought on to or left at the Property by the Club or its invitees. All liability for loss or damage is hereby excluded. All outdoor equipment and property (other than stored equipment and goal posts) must be removed at the end of each session.

5. **Licensor's covenants**

The Licensor agrees with the Licensee as follows:

- 5.1 To repair, maintain and insure the structure of the Property.
- 5.2 To mow the area as is suitable for use as a recreation ground and permits the Club to maintain the pitch to a higher standard at its own expense

6. **Determination**

The rights granted in clause 2.1 are to determined

- 6.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of any of his undertakings contained in clause 3,
- 6.2 immediately on notice given by the Licensor if the Licensee enters into any voluntary arrangement with its creditors or being an individual (and if more than one, any of them) the Licensee is adjudicated bankrupt or an interim receiver or receiver of his assets (or any part of them) is appointed or the Licensee being a company goes into liquidation or has an administrator, administrative receiver or receiver appointed or has an administration order made in respect of it and
- 6.3 on not less than 28 days' notice in writing given by the Licensee to the Licensor

7. **No warranty or liability**

- 7.1 The Licensor gives no warranty that the Property is legally or physically fit for the Permitted Use.
- 7.2 The Licensor shall not be liable for the death or injury to any person or for damage to any

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property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by clause 2 except where caused by the fault of the Licensor, its servants or agents.

8. Non-exclusive occupation

It is hereby agreed between the parties that:

- 8.1 This Licence constitutes a licence and confers no tenancy or other interest in land upon the Licensee.
- 8.2 The licence hereby granted shall be exercised by the Licensee in common with the Licensor and all other persons now or hereafter authorised by the Licensor to use any part of the Property and facilities and services affected by this Licence and the Licensor shall at all times have full and free rights of possession and management and control of the Property those taking such use shall make a reasonable contribution to the Club in respect of the building's running costs
- 8.3 The Licensee shall not at any time or in any manner do any act, which may impede the Licensor, or any person authorised by the Licensor in the exercise of the Licensor's rights of possession and control of the Property.
- 8.4 The Licensor shall at all times hold access keys and entry codes

9. Notices

Any notice to be given under this Licence shall either be delivered personally to the Clerk of the Council or the Chairman or Secretary of the Club or sent by first class recorded delivery post or fax. The address for service of each party shall be the address stated herein or any other address or service previously notified by one party to the other or (in the absence of such notification) their last known address. A notice shall be deemed to have been served as follows:

- 9.1 If personally delivered, at the time of delivery If sent by fax at the time of transmission
- 9.2 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody office of the postal authority as a prepaid first class recorded delivery letter or that the fax was electronically acknowledged as received as the case may be.

10. Arbitration

If at any time hereafter any dispute, doubt or question shall arise between the Licensor and the Licensee touching the construction, meaning or effect of this License or any clause therein contained or their respective rights or liabilities under these presents or otherwise in relation to the Property, then every such dispute, doubt or question shall be referred to the arbitration. The Arbitrator shall be nominated by the President for the time being of the Chartered Institute of Arbitrators, whose decision shall be final

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THE SCHEDULE

1. Property

- 1.1 The area of land known which is known as the football pitch as shown on the site plan of the Playing Field.
- 1.2 The building, which will be known as the Pavilion, is to be constructed adjacent to the football pitch

2. Available facilities and services

- 2.1 The licensor further permits the use of other parts of. Playing Field as necessary provided that these needs are negotiated annually.
- 2.2 The Licensee may store ground or property maintenance equipment in the store provided that there is sufficient space and with the approval of the Grounds Supervisor.

3. Permitted hours

The Licensor grants the use of the Property between the hours of 9am and 10pm daily when used for Club events

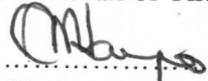
4. Insured risks

- 4.1 The Licensor undertakes to insure the Property as referred to in Clause 5
- 4.2 The Licensee will be responsible for insuring against personal injury, which may be caused to players or officials on the Field of Play.

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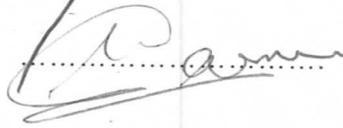
WITNESS thereof this Licence has been executed and has been delivered upon its date

SIGNED on behalf of **The Old Marston Parish Council**

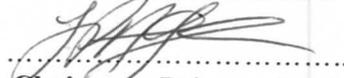

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Chairman. Being authorised by Council

In the presence of
Clerk


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SIGNED on behalf of **The Marston Saints Football Club**


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Chairman. Being authorised by the Club Committee

In the presence of
Secretary


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