

Dated

Between

(1) KIRKBYMOORSIDE TOWN COUNCIL and

(2)

being the trustees of Kirkbymoorside Club

Licence to use the pavilion at Kirkbymoorside
Sportsfield New Road Kirkbymoorside York YO62 6DY

Wellers Hedleys Solicitors

6 Bishopsmead Parade

East Horsley

Surrey KT24 6SR

IRD/27865-1

[5.7.16 v2](#) ~~[27.5.15 v1](#)~~

DATE:

PARTIES

(1) KIRKBYMOORSIDE TOWN COUNCIL of The Shambles Crown Square Kirkbymoorside York YO62 6AY) (Licensor)

(2) . of and
of being two of the trustees of the Kirkbymoorside Club (Licensee)

1 Definitions

'Building'

the Licensor's building known as The Pavilion, Kirkbymoorside Sportsfield, Kirkbymoorside, New Road Kirkbymoorside York YO62 6DJ hatched black on the Plan

'the Car Park'

the car park shown edged yellow on the Plan

'the Club'

the Kirkbymoorside Club

'Cricket Season'

the period from 1 April to ~~September~~ 31 August inclusive

'Football Season'

the period from 1 September to 31 May inclusive

'Licence Area'

the area of the Sportsfield shown edged blue on the Plan

'Licence Fee'

the annual sum of £1 plus any VAT payable on that sum ~~as may be varied under clause 4.3~~

'Licence Period'

the period starting today and (unless terminated under clause ~~11.411.4~~) ending on

Field Cod

'Permitted Hours'

[] (whichever shall be the earlier) on Mondays to Saturdays inclusive and [] (whichever shall be the earlier) on Sundays during the or as specified in a written notice given by the Licensor to the Licensee at any time during the Licence Period

'Permitted Use'

Use as a clubhouse in connection with the playing and watching of and the administration of the Club [and for recreational purposes within the meaning of section 19\(1\)\(a\), \(b\) and \(d\) of the Local Government \(Miscellaneous Provisions\) Act 1976](#)

'The Plan'

the plan annexed to this Licence

'Sportsfield'

Kirkbymoorside Sportsfield shown edged red on the Plan

'Utilities'

electricity, electronic communications, gas, sewage disposal, telephone and water supply

'VAT'

value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT)

'Working Day'

any day that is not a Saturday, a Sunday, Christmas Day, Good Friday or a statutory bank holiday

Interpretation

2 In this Licence:

- 2.1.1 the clause headings are for reference only and do not affect its construction
- 2.1.2 the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party
- 2.1.3 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'
- 2.1.4 the word 'today' refers to the date of this Licence
- 2.1.5 an obligation not to do something includes an obligation not to cause or allow that thing to be done
- 2.1.6 obligations owed by or to more than one person are owed by or to them jointly and severally, and
- 2.1.7 references to the end of the Licence Period are to its expiry or sooner determination

2.2 In this Licence unless otherwise specified:

- 2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Licence Period, including directives,

decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and

- 2.2.2 unless otherwise specified, a reference to particular legislation is a reference to that legislation as amended, consolidated or re enacted from time to time and all subordinate legislation made under it from time to time

3 Licence

- 3.1 In consideration of the Licence Fee and of the Licensee's obligations in this Licence, the Licensor grants to the Licensee a non-exclusive licence to use the Licence Area for the Permitted Use within the Permitted Hours
- 3.2 The Licensor also grants to the Licensee all rights of access within the Permitted Hours over the Building and the routes over the paths and roads on the Sportsfield reasonably required for the exercise of the rights conferred by this Licence
- 3.3 The Licensor also grants to the Licensee the right to use the Car Park
- 3.4 These rights are granted in common with all others entitled to similar rights and on condition that the Licensee does not obstruct or interfere with the rights of the Licensor or any other person so entitled

4 Payments

- 4.1 The Licensee must pay to the Licensor the Licence Fee ~~by monthly instalments in advance on the 1st day of each month~~ annually in advance (if demanded)
- 4.2 In addition to the Licence Fee, the Licensee must on demand pay a fair proportion of:
- 4.2.1 the cost of Utilities supplied to and consumed within the Licence Area
- 4.2.2 the cost incurred by the Licensor in insuring the Building and its contents against damage or destruction caused by an event covered by a commercial all risks insurance policy maintained by the Licensor and/or the Licensor's landlord, and
- 4.2.3 other rates and outgoings of a periodically recurring nature incurred in respect of or attributable to the Licence Area
- ~~4.3 The Licence Fee shall increase on and from 1 January in each year of the Licence Period by the change in the Consumer Price Index as published by the Office for National Statistics (or such index replacing the same) as assessed for the previous 12~~

~~months' period with a base date of September 2014. The first such change shall take effect from 1 January 2016. If there is no increase or there is a decrease in the CPI then the Licence Fee shall remain the same as for the previous 12 months' period.~~

5 Licensee's obligations

5.1 During the Licence Period, the Licensee must:

- 5.1.1 at its own cost and to the satisfaction of the Licensor, make good any damage (which may include replacement) caused to any part of the Licence Area by the exercise of the rights conferred by this Licence
- 5.1.2 keep the interior of the Building in a good state of decorative repair
- 5.1.3 make safe and hygienic provision for the storage and disposal of waste and recycling materials and in particular the disposal of waste oils and fats
- 5.1.4 keep the Licence Area clean and tidy and not place on the Licence Area or in the Building or the Sportsfield anything that might constitute an obstruction or a risk to the health and safety of anyone working at or visiting the Licence Area
- 5.1.5 leave the Licence Area in a clean and tidy condition and free of all the Licensee's furniture, equipment, goods and chattels at the end of the Licence Period
- 5.1.6 maintain appropriate policies of insurance to cover any damage caused to the Licence Area and the risk of damage or injury to any person or property occasioned by the exercise of the rights conferred by this licence
- 5.1.7 comply with all legislation relating to the Licence Area and to the health and safety of persons working at or visiting the Licence Area and with all regulations made by the Licensor from time to time for the management and operation of the Building or the Sportsfield
- 5.1.8 comply with all legislation relating to the Permitted Use in particular that relating to food hygiene, health and safety, the protection of children and environmental protection
- 5.1.9 not display any signs or notices at the Licence Area without the consent of the Licensor other than those required by legislation
- 5.1.10 not do or omit to do anything which might vitiate any insurance in respect of Licence Area
- 5.1.11 not use the Licence Area or the access ways or the Car Park referred to in clause 3 so as to cause any nuisance, damage, disturbance, annoyance or interference to the owners, occupiers or users of the Building or Sportsfield or any nearby property

- 5.1.12 ensure that the Building is kept secure [by locking doors and windows](#) when the Licence Area is not in use
- 5.1.13 provide to the Licenser details of two persons who may be contacted when the Licence Area is not in use
- 5.1.14 not make copies of any keys without the consent of the Licenser
- 5.1.15 inform the Licenser of any potential or actual breach of the Licensee's obligations and in particular send to the Licenser copies of any formal or informal notices received from regulatory bodies
- 5.1.16 provide to the Licenser on demand such financial information including copies of the Licensee's formal accounts to assure the Licenser that the Licensee can meet its obligations under this licence
- 5.1.17 co-operate with those others entitled to use the Licence Area particularly the relevant clubs on match days and training sessions during the Cricket Season and the Football Season
- 5.1.18 provide to the Licenser such information as it reasonably requires to enable it to comply with its statutory functions

6 Assignment or sharing

This Licence is personal to the Licensee and the Licensee must not assign or purport to assign or deal with it in any way. The rights given in clause 3.2 may only be exercised by the Licensee and its employees and customers [and invitees](#)

7 Breach of Licensee's obligations

If the Licenser gives written notice to the Licensee identifying a breach of the Licensee's obligations under this Licence then the Licensee must within [15 Working dDays](#) (or immediately in case of emergency) take all steps required to remedy that breach. In case of default the Licenser may take all steps properly required to remedy the breach notified to the Licensee, and all liability incurred by the Licenser will be recoverable from the Licensee as a debt

8 VAT

- 8.1 Any obligation of the Licensee to pay any sum under this Licence includes an obligation to pay any VAT properly payable in respect of the supply to which payment of that sum relates

- 8.2 Any obligation of the Licensee to repay to or reimburse the Licensors in respect of any expenditure incurred by the Licensors includes an obligation to repay or reimburse any VAT forming part of that expenditure

9 Interest

If the Licensee fails to pay any sum due under this Licence within 10 Working Days after the due date (whether formally demanded or not) then the Licensee must pay to the Licensors interest on the sum at a rate of 4% above the base rate of Bank of England Rate for the period commencing on the due date and ending on the date of payment (after as well as before any judgment)

10 Indemnity

The Licensee must indemnify and keep the Licensors indemnified against all liability arising directly or indirectly from the use of the Licence Area, the exercise of any rights under this Licence, and any breach of the Licensee's obligations under this Licence

11 Termination

- 11.1 This Licence will automatically terminate at the end of the Licence Period
- 11.2 Clause 11.1 is subject to clauses 11.3 and 11.4 Licence
- 11.3 The insolvency of the Licensee or of a director of the Licensee or the Licensee's or any director's entering into an arrangement with its or his or her creditors or the conviction of the Licensee or any director or senior employee for an offence involving dishonesty shall be a breach of a material obligation under this Licence
- 11.4 If the Licensors reasonably considers the Licensee to be in material breach of any of its obligations under this Licence then the Licensors may give written notice terminating this Licence with immediate effect. On service of that notice, the Licensee must immediately cease trading and comply with clause 5
- 11.5 Termination of this Licence will not release the Licensee from its obligation to pay the Licence Fee and any other sums due under this Licence up to the end of the Licence Period
- 11.6 At the termination of this Licence the Licensee must hand back to the Licensors all keys relating to the Licence Area

12 No warranty

The Licensor gives no warranty that the Licence Area is fit for the purposes specified in this Licence

13 Service of notices

Any notice will be properly served if delivered personally to the recipient or (in the case of notice served on the Licensee) if left at the Licence Area

14 Limitation of liability

The Licensor will not be liable to the Licensee or any other person for any damage or liability caused by any stoppage or defect in any plant or machinery or any interruption to services or Utilities serving the Licence Area, nor for any death of or injury to the Licensee, nor for any damage to any property, provided that nothing in this clause shall exclude or limit liability for death or personal injury caused by negligence

15 No tenancy

The Licensee acknowledges that this Licence does not confer a right of exclusive possession in respect of any part of the Licence Area. Nothing in this Licence is intended to create a tenancy and at the end of the Licence Period the Licensee will have no right to remain at or trade from the Licence Area

16 Severance

If any provision of this Licence (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Licence shall not be affected

17 Third parties

Nothing in this Licence is intended to confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999

Signed:

(By or on behalf of the Licensor)

Signed:

(By or on behalf of the Licensee)