

Dated 2018

BARROWDEN PARISH COUNCIL as Sole Trustee (The Trustee)
of the
BARROWDEN VILLAGE GREENS & RECREATION GROUND CHARITY

(The Licensor)

Robert White and Deborah Catherine Rossell

on behalf of

WAKERLEY & BARROWDEN CRICKET CLUB

(The Licensees)

•LICENCE

For the non-exclusive occupation of approximately
4.28 acres of land at the northern end of the
Barrowden Recreation Ground

THIS LICENCE is made the day of 2018 between

- (1) Barrowden Parish Council of Village Hall Wakerley Road Barrowden Rutland LE15 8EP in its capacity as The Trustee of the Barrowden Village Greens & Recreation Ground Charity ("the Licensor"); and
- (2) Robert White and Deborah Catherine Rossell, on behalf of Wakerley & Barrowden Cricket Club ("the Licensees")

DEFINITIONS

Access Track	The access track giving access to the Property, the location and extent of which is shown indicated blue on the Plan
Licence Fee	The annual sum of £5.00
Licensed Use	Use of the Property as a cricket field and associated cricket club activities
Plan	The Plan attached hereto
Property	Barrowden Recreation Ground delineated edged red on the plan extending to approximately 4.28 acres TOGETHER WITH ancillary buildings and the right of access on foot and with vehicles over the Access Track

1. **DURATION OF LICENCE**

This Agreement shall take effect from the date hereof for a period of 5 years ending at midnight on the day of 2023.

2. **LICENCE FEE**

The Licensees agree to pay to the Licensor the following sums:-

- 2.1 The Licence fee payable on the date hereof and each anniversary of the creation of this Licence;
- 2.2 All and any other sums due from the Licensees to the Licensor;
- 2.3 Interest on all and any sums due from the Licensees to the Licensor under this Agreement and howsoever arising.

3. **LICENSEES' OBLIGATIONS**

- 3.1 To pay the Licence fee and all other sums due from the Licensees to the Licensor under this Agreement;
- 3.2 To pay all charges for water, electricity, gas and telephone (if any) and all other outgoings (if any) in respect of the Property including all rates;

- 3.3 To maintain full insurance cover on the Property in the joint names of the Licensee and the Licensor and its use thereof by the Licensees in respect of all risks and liabilities to third parties and to furnish whenever requested a copy of such insurance for inspection by the Licensor and to indemnify and keep fully indemnified the Licensor against all loss, damage, claims, proceedings and expenses arising out of the Licensees' use of the Property or any part thereof and any breach by the Licensees of any of its obligations contained in this Agreement;
- 3.4 Not to use the Property otherwise than for the Licensed Use;
- 3.5 Not to do or permit to be done on the Property anything which in the opinion of the Licensor causes or is likely to be a cause of nuisance, damage, annoyance, disturbance or inconvenience to the Licensor or the owners or occupiers from time to time of any neighbouring or adjoining premises, properties or lands;
- 3.6 To keep the Property clean and tidy and make good any damage which may be caused by the use of the Property by the Licensees save by insured risks to the Property during the subsistence of this Agreement and, at the termination of this Agreement, to leave the Property clear and in a generally clean and tidy condition with the removal, if so requested by the Licensor, of all any buildings or structures from the Property and all such damage arising from the vacation of the Property to be made good by the Licensee;
- 3.7 To comply with all statutes in force from time to time and the requirements of any competent authority relating to the Property which may arise by reason of the Licensee's use of the land and whether in compliance with the Licensed Use or otherwise or anything done by the Licensees thereon. Such obligations shall not extend to making alterations to or renewing or repairing parts of the Property and, where such works are required by a competent authority and the Licensor and the Licensees cannot agree on how they will be funded or undertaken, then either party may terminate this Licence;
- 3.8 To give to the Licensor full particulars of any Notice affecting the Property forthwith upon receipt of the same;
- 3.9 Not to share or part with the occupation of the whole or any part of the Property, it being agreed and declared that this Licence is personal to the Licensees and is not assignable as to the whole or any part or parts;
- 3.10 To cut, mow, cultivate and generally keep free of weeds the grass and green sward at the Property and to be responsible for keeping the Property clear and free from any invasive species of plant.

4. LICENSOR'S OBLIGATIONS

- 4.1 To keep in good repair all boundary walls, gates or stiles for which the Licensor hereby agrees to be responsible;
- 4.2 To allow the Licensees when necessary and on reasonable prior notice, with full details being given to the Licensor, to maintain the track giving access to the cricket pitch;

5. **GENERAL**

- 5.1 The benefit of this Agreement is personal to the Licensees which shall not assign, charge, dispose, sub-let or otherwise deal with any part or parts of the whole;
- 5.2 For the avoidance of doubt it is expressly declared that this Agreement shall and is intended to create a non-exclusive licence and not a tenancy and that no relationship of Landlord and Tenant is created by this Agreement;
- 5.3 The Licensor shall have the right to terminate this Licence at any time if the Licensees fail to hold an Annual General Meeting and provide a copy of the agenda and minutes to the Licensor;
- 5.4 The Licensees shall inform the Clerk to the Parish Council of the date of the Annual General Meeting and provide the Clerk with a copy of the agenda not later than two weeks before the meeting;
- 5.5 Either party may terminate this Licence on 3 months' written notice to the other party.

Signed by and on behalf of
BARROWDEN PARISH COUNCIL (the Licensor)
Acting as Sole Trustee of the Barrowden Recreation Ground
and Village Greens Trust

in the presence of

Witness signature :

Name :

Address :

Occupation :

Signed by and on behalf of
WAKERLEY & BARROWDEN CRICKET CLUB

Robert White
Deborah Catherine Rossell Licensees

in the presence of

Witness signature :

Name :

Address :

Occupation :