
Fwd: Ten Year Licence

Alan Williams <alanwilliams38@btinternet.com>
To: E Williams <info@llanbrynsports.org>

3 August 2022 at 13:15

Emir

I attach a Draft of the above for your comments. It does not include the Plan or the Signature page at this stage. Wyn and I would prefer to see this first going to the Council Meeting the first Monday in September unless there is a significant problem beforehand.

Regards
Alan

Sent from my iPad

Begin forwarded message:

From: Alan Williams <alanwilliams38@btinternet.com>
Date: 1 August 2022 at 14:54:21 BST
To: Alan Williams <alanwilliams38@btinternet.com>

THE GRANTING OF A TEN YEAR LICENCE
BETWEEN LLANGENNECH COMMUNITY COUNCIL AND
LLANGENNECH AND BRYN SPORTS ASSOCIATION.

IN RESPECT OF THE FOOTBALL PITCH AT THE RECREATION GROUND, LLANGENNECH.

LICENCE AGREEMENT.

THIS AGREEMENT is made theday of Two Thousand and Twenty Two BETWEEN LLANGENNECH COMMUNITY COUNCIL c/o the the Clerk of the Council, [45 Penderi Road, Bryn, Llanelli, Carmarthenshire](#) (hereinafter called the Licensor) and the Llangennech and Bryn Sports Association of:

.....
(hereinafter referred to as the Licensee)

NOW IT IS AGREED AS FOLLOWS:

In this Agreement :

1.1 "The Premises" means the premises described in the Schedule, and shown edged red on the attached plan.

1.2 "The Licence" means the licence granted by this Agreement in accordance with Clause 2 of this Agreement.

1.3 "The Licensor" includes the successors in title for the Licensor to the premises and any other person who is at the time entitled to possession of the Premises upon termination of this Agreement.

1.4 "The Licensee" includes the Licensees successors in title.

1.5 "The Rent" means a peppercorn.

1.6 Any undertaking by the Licensee not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person.

2. The Licence.

The Licence grants to the Licensee a a right to occupy the "premises" for the purpose specified in Clause 4 hereof for a period of ten years commencing on

.....
3. The rent is one peppercorn

4. The Licensees' Obligations:

4.1 To pay the rent in accordance with Clause 3 of this Agreement and to indemnify the "Licensor" against Value Added Tax or any Tax chargeable in respect of the Rent or any other payment made by the "Licensee" under any of the terms or in connection with this Agreement or in respect of any payment made by the "Licensor" where the "Licensee" agrees to reimburse the Licensor for such payment.

4.2 (a) The "Licensee" shall continue to undertake grounds maintenance of the "Premises" in accord with the separate arrangements made with the "Licensor" and for ensuring that ground surface conditions are maintained and safe for purpose. The "Licensee" shall ensure that the "Licensor" is indemnified against any risks arising from any matters relating to the surface condition and use of the "Premises" and shall report any matters of concern to the "Licensor".

(b) The "Licensee", as representative of all Sporting Clubs, shall endeavour to advise and avoid surface damage to the adjoining Cricket Outfield caused by any unreasonable overspill of "foot traffic" of players and spectators.

(c) The "Licensee" shall remove all portable equipment from the "Premises" when not in use, including portable floodlighting, for storage and "charging" to other locations within the direct control of the "Licensee". Such equipment, when to be used and afterwards when not in use, shall be carried from and to the car parking area thus preventing vehicular access onto the playing surfaces for this purpose.

5. User of the "Premises"

5.1. Not for any purpose other than the playing of Sport. No structures shall be erected at the "Premises" which shall remain in its existing unfenced open condition.

The "Licensee" shall ensure that all users carry adequate Insurances in respect of injury to any person including players, spectators and any other persons present and shall indemnify the "Licensor" against all risks and claims, and present proof of such cover when requested.

6. Prohibitions.

6.1 The "Licensee" shall ensure that the "Premises" remain available to all Sports Clubs in accordance with the policies of the "Licensor" regarding sharing and scheduling use and payment of season fees/charges. Nothing in this Agreement shall be construed as affecting or varying the established practices in force between the individual Sports Clubs and the "Licensor" in these regards.

6.2 The "Licensee" is exclusively responsible for arranging grounds maintenance of the "Premises" in accord with its separate Agreement with the "Licensor" including retention of relevant documents/ accounts for submission to the "Licensor" when requested.

6.3 The "Licensee" will benefit from the continuing liaison with the Pavilion Caretaker and the Park Groundsman who has a daily brief for all security matters at the Park and will assist when necessary.

6.4 Not to assign underlet or part with the possession or occupation of the "Premises" or any part of the "Premises" without the specific consent of the "Licensor" in writing.

6.5 Not to do on the "Premises" any act or thing by reason of which the "Licensor" may under any Statute imposed on it become liable for any penalty damages compensation or expenses.

7. Licensor's Obligations.

7.1 The "Licensor" agrees to permit the "Licensee" peaceable and quietly to occupy the "Premises" for the purpose specified in Clause 5.1 hereof without any interruption or disturbance from or by the "Licensor" or any person person claiming under or in trust for the "Licensor".

8. Re- entry

If and whenever during the currency of this Licence there is a breach by the "Licensee" of any undertaking or other term of this Agreement the "Licensor" may re-enter the "Premises" and then the Licence will cease but without prejudice to any rights or remedies which might have accrued in respect of any breach or undertaking or other term of the Agreement.

9. Disputes.

Any dispute as to use of the "Premises" between the "Licensee" and the "Licensor" to be resolved by the "Licensor" whose decision shall be binding on the "Licensee" but not without first having joint discussions in an attempt to amicably resolve such disputes including reference to independent advice if necessary.