

LICENCE between
BRAMSHOTT & LIPHOOK PARISH COUNCIL
and
LIPHOOK UNITED FOOTBALL CLUB
concerning the use of
The Bramshott War Memorial Recreation Ground

THIS LICENCE is made on 5th day of March 2023 between BRAMSHOTT & LIPHOOK PARISH COUNCIL as trustees (hereinafter called "the Trustees") of the land known as THE BRAMSHOTT WAR MEMORIAL RECREATION GROUND (hereinafter referred to as "the Ground") of the one part and of Liphook United Football Club (hereinafter respectively referred to as "the committee" and "the club" the expression "Committee" where the context so admits includes members of the committee for the time being of the Club and the expression "Club" includes members for the time being of the Club of the other part)

WITNESSETH as follows:

1. In consideration of the Licence Fee and covenants and conditions hereinafter contained and on the part of the Committee to be observed and performed the Trustees hereby grant unto the Committee for the benefit of themselves and all present and future members of the Club the right
 - i) To use the premises ("the pavilion") on the Ground in the position where the same is currently sited and
 - ii) To use the pitch at the Ground for football between 2nd or 3rd week in July and 2nd or 3rd week in May and at the times set out in the schedule hereto on the terms and conditions hereinafter contained and on the areas set out on the plan annexed hereto
 - iii) To use part of the ground for pre-season football training from 1 July – 31 July on the days at the times set out in the Schedule hereto on the terms and conditions hereinafter contained and on the areas set out on the plan annexed hereto
2. This Licence shall be exclusive to the Club.
3. The Club shall pay to the Trustees such annual Licence fee as shall from time to time be determined by the Trustees.
4. Save as referred to in the proviso to clause 6 hereof the permitted use of the Ground shall be for football practice games or matches and football training weather permitting subject to the agreement by the Grounds Manager (not unreasonably withheld) and the permitted use of the pavilion shall be as a club-house bar and changing rooms for the Club and all persons being members of the Club or persons authorised by them being their guests or members of visiting teams and for social use by members of the Club or anyone else authorised by the Club.
5. This Licence shall be for a period of 15 years from 5th day of November 2022
6. The Committee for and on behalf of the members of the club hereby covenant with the Trustees as follow:
 - i) To pay the annual Licence fee made up of a ground rent, fee and labour costs as set out annually in arrears
 - ii) To pay all rates and taxes of an annual recurring nature payable in respect of the premises whether chargeable on the owner or occupier
 - iii) To pay to the suppliers of electricity, water and sewerage charges in connection with the use of the pavilion

- iv) Not to use the pavilion or Ground for any purpose other than the permitted use and not to damage the Ground or any part thereof
 - v) To exercise the rights hereby granted and to secure that the same shall be exercised by all members of the Club in such manner as to do as little damage as possible and make adequate compensation for any damage nevertheless caused
 - vi) To ensure that all rights are exercised in a reasonable manner by those authorised to exercise them
 - vii) Not to sublicense or part with the rights hereby granted over the Ground or any part thereof or assign the benefit of this Licence
 - viii) To provide at their own expense all necessary insurances against and indemnify the Trustees in respect of any liability or consequential loss arising from the occupation or use of the pavilion or Ground and to produce evidence of such insurance to the Trustees on demand
 - ix) To keep the pavilion in a reasonable and safe condition and to allow representatives of the Trustees on reasonable prior notice (Except in case of Emergency) to enter the pavilion and to check the utility meters or carry out works to the services provided to the pavilion
 - x) Not to fix erect dig attach exhibit modify replace build on or amend any part of the pavilion or Ground or to allow any works without the prior permission in writing from the Trustees and to comply at all times and in all aspects with the Town and County Planning Act
 - xi) To comply with Any Act or Acts of Parliament now or hereinafter to be passed and bylaws and regulations thereunder in respect of the pavilion or Ground
7. It is hereby agreed and declared between the parties hereto that:
- i) The liability of the Committee and the Club in respect of clauses 3 to 6 and in respect of any breach shall be joint only and not several
 - ii) The liability of the Committee and the Club in respect of any such breach shall be limited in amount to the reasonable realisable value of the assets of the Club for the time being vested in them and nothing contained in this Licence shall entitle the Trustees to pursue exercise or enforce any right or remedy in respect of any breach against the personal estate property effects or assets for the time being vested in the members of the Club or Committee which are not assets of the Club
8. This Licence may be terminated by three months notice given by the Trustees at any time
- i) If the Committee shall have failed for a period of 90 days to remedy any breach (capable of remedy) of any stipulations and conditions herein contained after being required to remedy the same in writing from the Trustees specifying the breach and requiring the same to be remedied
 - ii) On any breach by the Committee of the stipulations and conditions herein contained which in the reasonable opinion of the Trustees is incapable of being remedied and it is stated so to be in the notice given by the Trustees
 - iii) If an effective resolution be passed for the winding up of the Club
9. The licence may be determined by twelve months notice given by the Committee at any time subject to the full annual payment of the Licence Fee and all outgoings.

10. It is hereby agreed between the parties that this agreement constitutes a Licence and confers no tenancy upon the Committee or the Club.
11. It is hereby agreed between the parties that nothing in this Licence shall prevent members of the public from using the pitches for general recreational purposes at such times as the Club is not exercising its rights under clause 4 hereof.
12. The provisions with regard to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to this Licence as if incorporated herein as if the Trustees were lessors and the Committee were lessees. If at any time hereafter any dispute doubt or question arises between the Trustees and the Committee relating to the construction meaning or effect of the Licence or any clause or thing therein contained or their respective rights of liabilities under these presents or otherwise in relation to the premises then every dispute or question that is unable to be settled between the two parties shall be referred to the arbitration or decision of two independent persons one to be appointed by each party and this clause shall be deemed to be a submission to arbitration in accordance with the Arbitration Act 1996 or any statutory modifications or reenactment thereof for the time being in force.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written

THE SCHEDULE

(Hours of use of the Ground)

One session of play to use the Senior Pitch and Youth Pitches on Saturday and Sunday each weekend between the hours of 9.00am – 5.00pm subject to a fixtures list being provided to the Trustees by the Club.

Sessions of training on Monday – Friday between the hours of 6.00 – 9.00pm, using footwear that has no studs.

One session of play on Monday – Friday between the hours of 6.00 – 9.00pm for occasional rearranged or friendly midweek match.

SIGNED AND DELIVERED AS A DEED

by two members

Of Bramshott and Liphook Parish Council

In the presence of:

Member

Member

Witness Signature

Witness name

Address

Occupation

SIGNED AND DELIVERED AS A DEED

By two duly authorised officers

Of Liphook United Football Club

In the presence of:

Witness Signature

Witness name

Address

Occupation