

# **LICENCE**

**relating to the use of cricket pitches on  
Britten's Field and Iminster Education Foundation leased land,  
Iminster, Somerset**

- (1) Iminster Town Council**
- (2) Iminster Cricket Club Ltd**

THIS LICENCE is made

day of

2023

**BETWEEN**

**(1) Ilminster Town Council, Old Magistrates Court, East Street, Ilminster Somerset TA19 0AJ (the Licensor); and**

**(2) Ilminster Cricket Club, The Recreation Ground, The Mead, Ilminster, Somerset TA19 0EY (the Licensee)**

**NOW IT IS AGREED as follows:**

**1. Definitions**

In this licence:

cricket pitches	means the cricket/training pitches forming part of the property and shown edged red on the plan
cricket season	means the period from the 1 <sup>st</sup> weekend of May to 1 <sup>st</sup> weekend of September following, being the part of the season matches are played
legislation	means all European and UK statutes, statutory instruments and any orders, regulations and codes of practice for the time being in force issued by any competent authority in respect of the football pitch and the property
licence	means the licence to use the cricket pitch together with any associated rights confirmed by this Agreement
licence fee	means an initial fee of per annum/match and then as revised pursuant to Clause 6 of this Agreement
licence period	means the period starting on 1 <sup>st</sup> April 2023 until determination pursuant to Clause 8
overlap days	means the days in each year of the Licence Period on which the cricket season, and the football season overlap
permitted use	means the playing of football and training for football
plan	means the plan attached to this Agreement
property	means all that land on the Britten's Field and the Ilminster Education Foundation land on the recreation ground between the Cricket Pavilion and the Tony Rice Bar
public events	means sporting and non-sporting events open to any person

review date	Six months prior to the 5 <sup>th</sup> anniversary of the signing of this Agreement
rights	<p>Means the right:</p> <p>(a) To use the cricket pitches for the Permitted Use during the cricket season (and at such other times and for such other purposes as the Licensor may, at its absolute discretion, agree), subject to:</p> <p>(i) Any public events for which the Licensor may give permission</p> <p>(ii) The provisions of Clause 2.6 below</p> <p>(b) In common with the Licensor and all other persons having a like right, to pass and repass to and from the cricket pitches over the property on foot only for all purposes connected with the use and enjoyment of the cricket pitches</p> <p>(c) subject to the Licensor's prior agreement in writing being obtained and subject to making good any damage caused, to pass and repass to and from the cricket pitches over the property with vehicles for the purposes only of maintaining the cricket pitch</p>

## 2. Agreements, Declarations and Acknowledgements

The parties hereby agree, declare and acknowledge that:

2.1 This Agreement does not confer exclusive possession upon the Licensee and the Rights shall be in common with all others having like rights including, but not limited to, the Licensor.

2.2 This Agreement does not create the relationship of landlord and tenant between the Licensor and the Licensee.

2.3 The Licensee shall not be entitled to an assured tenancy, an assured shorthold tenancy or a statutory periodic tenancy under the Housing Act 1988 (as amended) or a business tenancy under the Landlord and Tenant Act 1954 (as amended) or a farm business tenancy under the Agricultural Tenancies Act 1995 (as amended) or any statutory security of tenure now or upon determination of the licence.

2.4 The cricket pitches are part of the property, and the property is a public field to which members of the public have access and on which Public Events will, from time to time, be held.

2.5 On Britten's Field, the cricket pitch overlaps with the football pitch and therefore cannot be used concurrently with the football pitches.

2.6 The cricket season and the football season overlap and on overlap days during the cricket season, priority for match and training fixtures shall be given to the cricket club and no match and training fixtures shall be scheduled for the football clubs on the overlap days unless prior agreement has been obtained from the cricket club.

### **3. Licence**

3.1 In consideration of the Licence Fee and subject to Clause 4 below, the Licensor grants to the Licensee a non-exclusive licence to exercise the Rights for the Permitted Use.

3.2 The Rights shall be subject to temporary suspension or modification if, in the opinion of the Licensor public safety so requires.

### **4. Covenants by the Licensee**

#### **4.1 Licence Fee**

To pay the Licensor the Licence Fee by 1<sup>st</sup> September in each year of the Licence Period the first payment to be made by 1<sup>st</sup> September 2023 in such manner required by the Licensor and notified to the Licensee.

#### **4.2 Permitted Use**

Not to use the cricket pitches for any purpose other than the Permitted Use unless any use outside of the Permitted Use is agreed in writing by the Licensor upon a request in writing being made to the Licensor by the Licensee.

4.2.2 No sub-letting of the pitch should be undertaken for any purpose unless written permission has been given by the Licensor.

#### **4.3 General Public**

To liaise with members of the general public as necessary to ensure that they do not disrupt the exercise by the Licensee of the Rights.

#### **4.4 Licensor's Rights**

4.4.1 Not in any way to impede the Licensor in the exercise of its rights or interest in the Property and the cricket pitches.

4.4.2 From time to time, the Licensor may allow other groups or individuals to book space for events in consultation with the Licensee.

#### **4.5 Fixtures**

4.5.1 As soon as practicable prior to the commencement of the cricket season in each year of the Licence Period, to provide the Licensor with a list of the dates and indicating morning/afternoon/evening sessions of its match and training fixtures during the season.

4.5.2 During the cricket season, to notify the Licensor as soon as possible prior to any changes to the list supplied by the Licensee pursuant to Clause 4.5.1 above. Notification can be either by social media, or email.

4.5.3 In scheduling match and training fixtures, the cricket club and football club to liaise with each other to ensure that there is no conflict of dates and times and to use its best endeavour to resolve any conflict amicably and without the intervention of the Licensor.

#### 4.6 Equipment

At its own expense, to provide any equipment required to exercise the Rights for the Permitted Use.

#### 4.7 Maintenance and repair

4.7.1 At its own expense, to mark out the cricket pitches in accordance with the requirements of the Football Association.

4.7.2 To keep the cricket pitches clean and tidy and clear of rubbish during and arising from the exercise of the Rights.

4.7.3 At the conclusion of each match and training fixture, to remove and position safely any removable equipment, for example, nets.

4.7.4 Any maintenance that requires restriction of access to an area needs to be requested and agreed with the Licensor before any work can commence.

4.7.5 To respect the areas used, other user groups and the general public. This includes rectifying damage to areas (beyond normal usage), clearing any debris after use and utilizing the waste disposal and toilet facilities provided. Any damage beyond normal usage must be rectified and approved by the Licensor.

4.7.6 All visiting teams to be notified by the Licensee of the location of toilets and litter bins.

#### 4.8 Insurance

4.8.1 To effect and throughout the Licence period keep in force a policy of insurance with an insurance company approved by and to the standard of the English Cricket Board to cover all claims arising from the exercise of the Rights.

4.8.2 To produce to the Licensor on demand a copy of the policy referred to at Clause 4.8.1 above.

4.8.3 Not to do anything which will or may vitiate in whole or in part any insurance effected by the Licensor in respect of the football pitches and the property from time to time provided that this shall only apply in circumstances where the Licensor has made a copy of the insurance policy available to the Licensee.

## 4.9 Health and Safety

4.9.1 To provide the Licensor with copies of its risk assessments for match and training fixtures:

- a. when requested from time to time by the Licensor
- b. on any material amendment being made to the risk assessments.

4.9.2 In complying with its covenant at Clause 4.7.1, to ensure that any line marking materials used conform to the standards prescribed by the English Cricket Board.

4.9.3 Prior to each match and training fixture, to inspect the cricket pitches for dog waste and to dispose of any dog waste in the bins provided on the property.

## 4.10 Nuisance and Annoyance

To exercise the Rights in such a manner as not to do or cause to permit to be done any act or thing on or near the property which may be or become a nuisance or inconvenience or cause damage to the property or annoyance to the Licensor or to any other occupier or user of any part of the property or to members of the public.

## 4.11 Legislation, Rules and Regulations

4.11.1 To comply fully with the legislation so far as the same relates to the exercise of the Rights.

4.11.2 To observe any reasonable rules and regulations made by the Licensor and notified to the Licensee from time to time governing the Licensor's management of the cricket pitches and the property.

4.11.3 To observe any rules and regulations made the English Cricket Board.

## 5. Covenants by the Licensor

The Licensor covenants with the Licensee:

### 5.1 Public events

To provide the Licensee with as much notice as is reasonably practicable of public events. To liaise with the Licensee to limit the disruption caused by any public events to the exercise of the Rights for the Permitted Use on the understanding that the Licensor shall not be required to provide the Licensee with notice of public events if the public events do not affect the cricket pitches.

### 5.2 Maintenance and repair

5.2.1 To maintain the pitches to a recreation ground standard, to include the regular cutting of the grass, the collection of litter and the annual weed killer application, provided always that should the Licensee require any additional maintenance of the

cricket pitches to be carried out, it shall be permitted to undertake such additional maintenance at its own expense and after consultation with the Licensor.

5.2.2 Any maintenance that requires restriction of access to an area needs to be requested and agreed with the Licensee before any work can commence.

## 6. Licence Fee – Review

6.1 The Licence Fee shall be reviewed by the Licensor on each review date and if the Licensor, acting reasonably, so requires, increased.

6.2 The Licensor shall give the Licensee notice in writing of any proposed increase in the Licence Fee as soon as reasonably practicable following each Review Date.

6.3 The Licensee shall have 14 days from the date of service of the notice referred to at Clause 6.2 above in which to object to the proposed increase and, if the Licensee objects, the Licensor and the Licensee shall endeavour to agree an alternative Licence Fee.

6.4 In default of agreement between the Licensor and Licensee, Clause 12 of this agreement shall take effect.

6.5 If, on the expiry of 14 days from the service of the written notice referred to at Clause 6.2 above, the Licensee has not objected to the increase proposed by the Licensor, the increased Licence Fee shall take effect from the date on which the Licence Fee is next required to be paid.

## 7. Liability and Indemnity

7.1 The Licensee shall indemnify and keep indemnified the Licensor from and against:

7.1.1 all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the exercise of the Rights; and

7.1.2 all actions, proceedings, costs, claims and demands by third parties in respect of any matter contravening the Legislation.

7.2 The Licensor shall not be liable for any damage caused to the cricket pitches or any disruption to the exercise of the Rights for the Permitted Use by the actions or omissions of members of the public.

## 8. Determination

This Agreement shall be determined on the earlier of the following:

8.1 The expiry of any notice given by the Licensor to the Licensee, at any time, of breach of any of the provisions herein by the Licensee.

8.2 By the Licensor on **the expiry of twelve months** from the service of a written

notice by the Licensor on the Licensee that this Agreement is to be determined.

8.3 By the Licensee on **the expiry of twelve months** from the service of a written notice by the Licensee on the Licensor that this Agreement is to be determined.

8.4 **On 31 March 2028.**

## 9. Assignment

The benefit of this Licence is personal to the Licensee and is not assignable, save that an assignment to effect the appointment of new trustees of Ilminster Cricket Club Ltd shall be permitted.

## 10. Notices

All notices given by either party to this Agreement must be in writing and are to be sufficiently served if delivered by email, by hand or sent by registered post or recorded delivery provided that a confirmatory copy sent by email, by hand or sent by registered post or recorded delivery on the same day to the other party at his or her last known address.

## 11. Entire Agreement

This Agreement embodies the entire understanding of the parties relating to the property and the cricket pitches.

## 12. Dispute Resolution

If the Licensor and the Licensee are unable to agree upon any of the terms of this Licence or the determination of any sum or monetary obligation due from one party to the other in connection with the terms of this Licence, the dispute or difference shall be settled by an independent person appointed by agreement between the parties, and his or her decision to be binding on the parties.

## 13. Interpretation

13.1 References to the Licensor and the Licensee shall not include the successors in title of them.

13.2 References to the Licensor and the Licensee shall include, where appropriate, occupiers, tenants, licensees, agents, or employees of the Licensor and the Licensee.

13.3 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

13.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

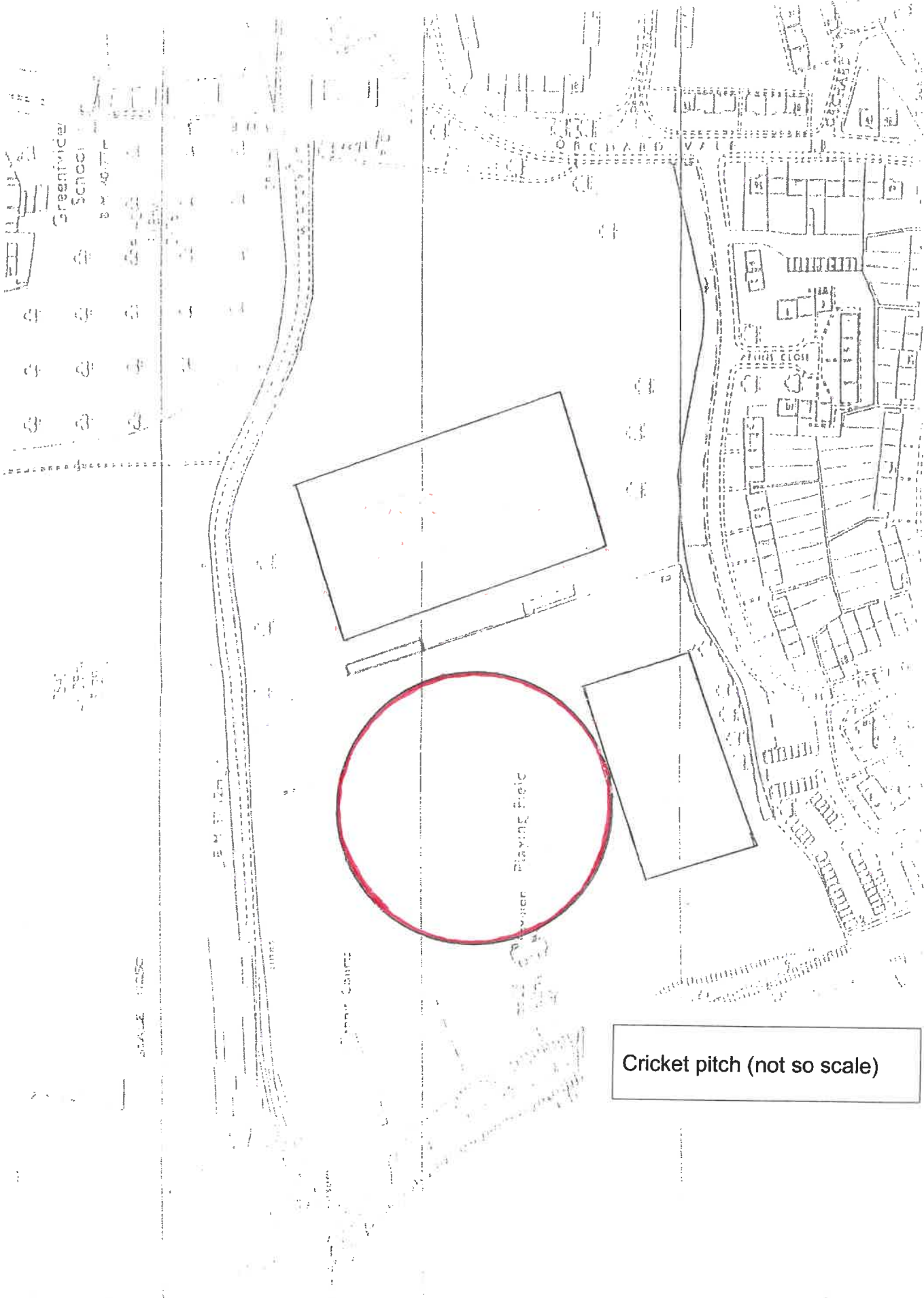


As WITNESS the hands and parties hereto the day and year first above written:

SIGNED as a Deed by two members of ILMINSTER TOWN COUNCIL in the presence of:	
Sign in Box:	
Print Name:	
Witness Signature:	
Witness Name:	
Witness Address:	
Witness Occupation:	
SIGNED as a Deed by two members of ILMINSTER TOWN COUNCIL in the presence of:	
Sign in Box:	
Print Name:	
Witness Signature:	
Witness Name:	
Witness Address:	
Witness Occupation:	

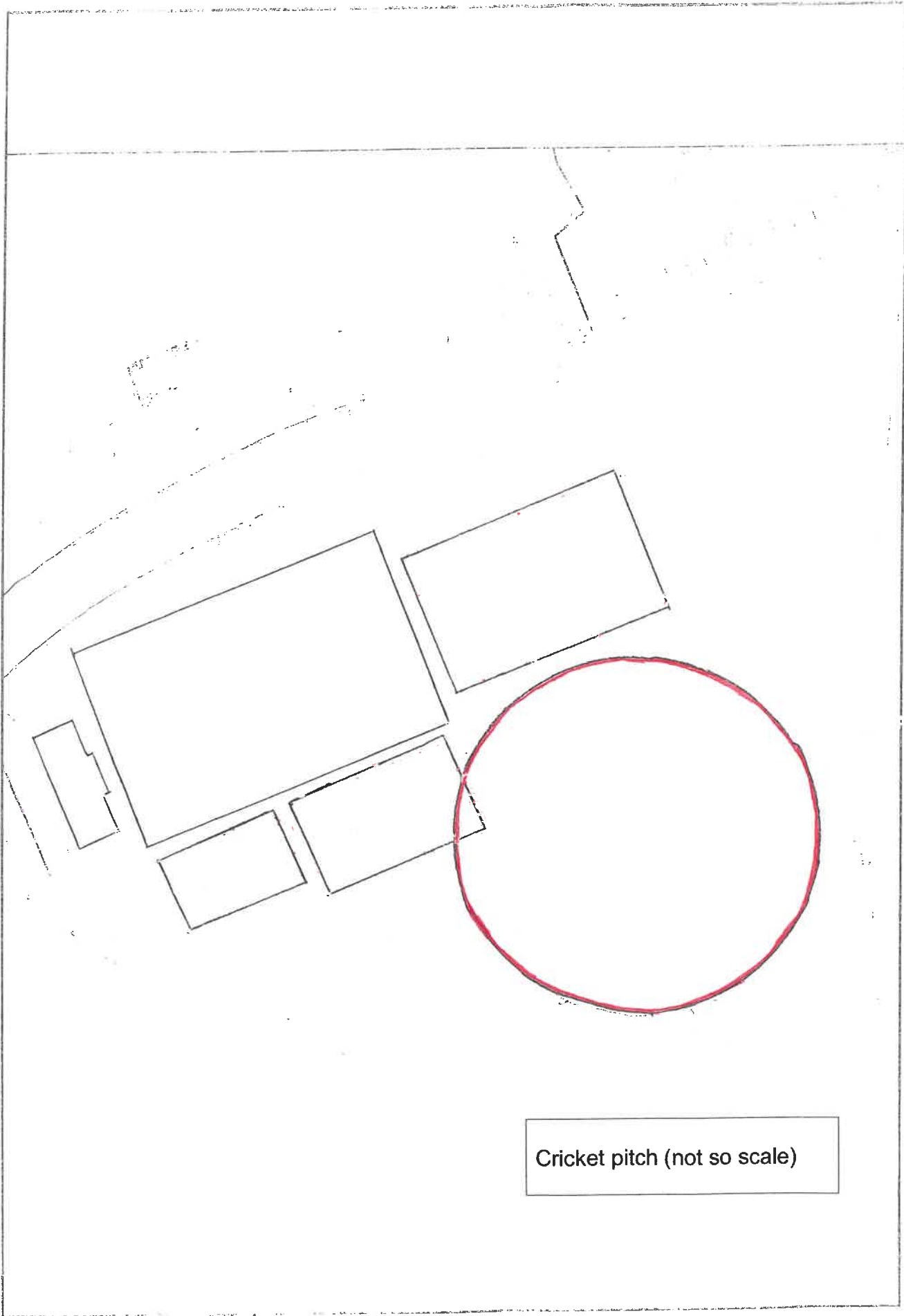
SIGNED as a Deed by two members of ILMINSTER CRICKET CLUB LTD in the presence of:	
Sign in Box:	
Print Name:	
Witness Signature:	
Witness Name:	
Witness Address:	
Witness Occupation:	

SIGNED as a Deed by two members of ILMINSTER CRICKET CLUB LTD in the presence of:	
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Witness Name:	
Witness Address:	
Witness Occupation:	



Cricket pitch (not so scale)





Cricket pitch (not so scale)

