



THIS LICENCE is made the 1st day of March,

One Thousand Nine Hundred and Seventy-Seven BETWEEN THE TOWN COUNCIL OF ILMINSTER in the County of Somerset (hereinafter called "the Council") of the one part COLIN JOHN BRAKE of 61 Winterhay Lane Ilminster aforesaid ROY ERNEST MARKS of Kullen Butts Ilminster aforesaid and CHARLES THOMAS CRANTON of 93 Blackdown View Ilminster aforesaid the present Trustees of the Ilminster Cricket and Football Club (hereinafter called respectively "the Trustees" and "the Club" the expression "the Trustees" including the persons for the time being appointed by the Club to be the Trustees hereof) of the other part \_\_\_\_\_

NOW THIS DEED WITNESSETH as follows:- \_\_\_\_\_

1. IN consideration of the covenants provisions and stipulations hereinafter contained and on the part of the Trustees to be performed and observed the Council hereby grants unto the Trustees for a period of three years from the date hereof for the benefit of themselves and all present and future members of the Club for the time being and all persons duly authorised by them the right to use the land (hereinafter called "the Property") forming part of the Recreation Ground at Ilminster in the County of Somerset which property is for the purpose of identification only delineated on the plan annexed hereto and thereon edged red and any buildings thereon for such purposes and in such manner as hereinafter appears together with a right to obtain access thereto on foot only with or without hand carts over the strip of land shown coloured brown on the said plan \_\_\_\_\_

2. THE rights hereby conferred shall be exercised by the Club in common with the Council and all other persons now or hereafter authorised by the Council to use the said property \_\_\_\_\_

3. IT is hereby agreed by the parties hereto that this agreement constitutes a Licence and confers no tenancy upon the Trustees or the Club and that possession of the Property is retained by the Council subject however to the rights created by this Licence. \_\_\_\_\_

4. THE Club may at its own expense and in all respects do any of the following:-

- (a) Erect a Pavilion bar offices dressing room storage shed and any buildings or erection necessary for the purpose of the Club provided always that no such buildings shall be built or erected

except in accordance with plans elevations sections and specifications previously approved in writing by or on behalf of the Council and the Club shall pay all surveyors and other fees and expenses incurred in respect of such approval \_\_\_\_\_

*Under the and under ground subsidence*

(b) Lay and carry a drain or drains and a septic tank from any of the buildings so erected through or under the soil of the Property and through or under the soil of adjoining land belonging to the Council provided that the said drain or drains and septic tank shall be laid carried and constructed in accordance with plans and specifications previously approved in writing by or on behalf of the Council and throughout the period aforesaid but not further or otherwise to discharge through the said drain or drains rain and waste water slops and sewage from the said buildings into the said septic tank and also to carry and lay in or under the said soil from and to the said buildings pipes cables and conduits for the supply of gas water or electricity and any apparatus necessary or convenient to such supply \_\_\_\_\_

*Is this part of the duties of the Trustees? Is it under ground pipes in any way or form?*

*Part of the Trustees*

(c) Lay and thereafter maintain a hardcored and surfaced footpath not exceeding five feet in width in the approximate position shown coloured brown on the said plan \_\_\_\_\_

*Carrying out*

5. THE Trustees for the members of the Club but also so as to make the Trustees personally liable to the Council hereby jointly and severally covenant with the Council to observe and perform the provisions and stipulations contained in the Schedule hereto \_\_\_\_\_

*W.P.*

6. (a) AT the expiration of the period aforesaid or within one month thereafter provided that there shall not be any unsatisfied breach of any stipulation or provision contained herein the Trustees may and if required by the Council shall remove all or any buildings structures or fixtures drain or drains septic tank pipes cables and conduits placed by them on through or under the Property or the adjoining land belonging to the Council unless the Council shall before the expiration of the said term or if this agreement is determined otherwise than by effluxion of time then within two weeks after the Club shall cease to use the Property give notice to the Trustees of its intention to purchase the said buildings structures fixtures drain or drains septic tank pipes cables and conduits or any of them at a price to be agreed between the parties or in default

*Responsibility of Trustees*

*Responsibility of Trustees*

of agreement by the District Valuer PROVIDED ALWAYS that it is hereby expressly agreed that any footpath laid pursuant to the provisions of Clause 4(c) hereof may not be removed by the Trustees or the Club as the termination of this licence and the Council shall not be required to make any payment therefor \_\_\_\_\_

(b) If the Trustees in any year shall give to the Council not less than six months previous notice in writing of their desire that this agreement shall determine on the expiration of six months from the service of such notice provided that the Trustees shall reasonably perform and observe the said stipulations and provisions up to such date the rights conferred by this agreement shall thenceforth cease and determine without prejudice to any claim which the Council may have against the Trustees in respect of any breach of the said stipulations and provisions \_\_\_\_\_

*Note of termination*

(c) Any notice under this agreement shall be in writing and may be served on the person on whom it is to be served personally or by leaving it for him at the Clubhouse in the case of the Trustees or at his last known place of abode or by sending it by Registered Post or the Recorded Delivery Service to such place and in the case of a notice to be served on the Council it may be served in like manner upon any agent of the Council duly authorised in that behalf and in the case of a notice to be served on the Trustees it may be left at or sent to the premises it to be addressed to the Secretary of the Club \_\_\_\_\_

*Reserving of notices*

IN WITNESS whereof the Council has caused its seal to be affixed and the Trustees have hereunto set their hands and seals the day and year first beforewritten \_\_\_\_\_

SCHEDULE hereinbefore referred to

*Responsibility of trustee*

1. To discharge all existing and future rates taxes assessments and outgoings whatsoever imposed on or payable by the owner or occupier of the property or the buildings erected thereon in respect thereof \_\_\_\_\_
2. To keep all buildings erection hedges fences and gates on the Property and any footpath laid pursuant to the provisions of Clause 4(c) hereof always in good repair and condition. and to cleanse repair and maintain all drains ditches septic tank pipes and cables upon or under the Property or laid or carried under the

adjoining land belonging to the Council under Clause 4(b) hereof \_\_\_\_\_

*Sub 1*  
3. Not to sub-licence or part with the rights hereby granted in respect of the Property or any part thereof except for the purpose of transferring the benefit of this agreement to such persons as shall be appointed by the Club from time to time from its bona-fide members to be Trustees for the time being hereof and not at any time during the continuance of this agreement to alter the aims and purposes of the Club as stated by the Club's Rules without the consent in writing of the Council first had obtained and to use the Property and any buildings erected thereon only for the purposes ancillary to the playing of the games of cricket and association football on or over the neighbouring Recreation Grounds or Playing Fields belonging to or controlled by the Council \_\_\_\_\_

*11*  
4. Not at any time during the continuance of this agreement to carry out or permit or suffer to be carried out in or over or under the Property or any part thereof any improvement alteration or addition or any building or other operations or work other than those specified in Clause 4 hereof or permit or suffer to be made any change in use of the Property or any part thereof without the consent in writing of the Council or its duly authorised officer \_\_\_\_\_

*12*  
5. Not to commit or permit or suffer to be committed any waste whether permissive voluntary or ameliorating in or upon the Property \_\_\_\_\_

*13*  
6. To comply with all the requirements by laws and regulations of any public or local authority affecting the Property or the Clubs occupation thereof and at all times hereafter to indemnify and keep indemnified the Council against all actions proceedings costs expenses claims and demands in respect of any such requirement by law or regulation for any failure to comply therewith and further not to do or suffer to be done upon the premises anything which may be or become a nuisance to the Council or other the owners or occupiers for the time being of any neighbouring or adjoining property \_\_\_\_\_

*14*  
7. To comply forthwith at the Trustees own expense with any notice sanitary or other notice whether statutory or otherwise lawful served by any local or public authority or any other person or so to do on either the Council or the Trustees in respect of the Property and to keep the Council fully and effectually indemnified against all proceedings costs expenses claims and demands in respect thereof \_\_\_\_\_

NO.	
8	500
	LES

*Unpermitted  
use of  
buildings*

8. Not to use the Property or any part thereof for any immoral or illegal purpose and so to use the Property and cause the same to be used conducted and controlled that nothing shall be done permitted or omitted contrary to any statutory or other provision or regulation for the time being in force relating to the Property and to conform with and perform and observe every requirement of any Licence or registration certificate obtained from the Licensing Justices \_\_\_\_\_

9. On the receipt of notice of the same to give all particulars to the Council forthwith of any permission notice order or proposal for a notice or order made given or issued to the Trustees by any Government Department Local or Public Authority under or by virtue of any statutory powers and if so required by the Council to produce such permission notice order or proposal for a notice or order to Council and also without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Council to make or join the Council in making such objections or representation against or in respect of any such notice order or proposal as aforesaid as the Council shall deem expedient \_\_\_\_\_

*Insurance*

10. During the continuance of this agreement to indemnify the Council against any claim for injury loss or damage suffered by reason of the Clubs occupation and use of the Property or any buildings or structures thereon and to keep in force a policy of insurance for such sum or sums and with such insurers as the Council shall agree in respect of such claims as aforesaid and when called upon to do so to produce to the Council or its duly authorised officer such documentary evidence as the Council shall require in respect of such insurance \_\_\_\_\_

*Costs payable*

11. To pay to the Council all costs and expenses which may be incurred by it in respect of any notice of breach of the stipulations and conditions herein contained or any proceedings taken by the Council in respect thereof \_\_\_\_\_

*alteration  
to buildings*

12. So far as the Trustees are empowered to move alter or otherwise deal with the buildings and erections on the Property they shall do so in a workmanlike manner fully combined with all the regulations and requirements of any competent authority and to the satisfaction of the Council such removal or alteration shall be effected so as not to cause any damage to the premises and forthwith after such

removal or alteration to restore the site of the removed or altered buildings or erections drains septic tank pipes cables or conduits so far as possible to its present condition or in default thereof to pay to the Council proper and adequate compensation for any damage so caused \_\_\_\_\_

13. To relinquish to the Council their right to use the property at the expiration of the period aforesaid and to ensure that the premises are then in a condition consistent with the foregoing provisions \_\_\_\_\_

14. To pay to the Council all reasonable legal or surveyors fees and costs incurred in respect of this Agreement \_\_\_\_\_

SIGNED SEALED AND DELIVERED

by the said COLIN JOHN BRAKE

in the presence of:-

x *Colin John Brake*

Witness x  
Address

*J. Charles*  
"HERNE VIEW"  
STATION RD  
WIMBORNE

Occupation *GARAGE PARTNER*

SIGNED SEALED AND DELIVERED

by the said ROY ERNEST MARKS

in the presence of:-

x *Roy Ernest Marks*

Witness x *R. Brian*  
Address *4 Carpenter House  
The Mead Elmington*

Occupation *Motor Mechanic*

SIGNED SEALED AND DELIVERED

by the said CHARLES THOMAS

CRANTON in the presence of:-

*Charles Thomas Cranton*

*D. M. Tucker*

*10. West Crescent, Elmington, Somerset.*

*Stone Clerk.*

DATED 13th. st. March 1977

(a/k/a)

ILMINSTER TOWN COUNCIL  
- to -  
TRUSTEES OF ILMINSTER  
CRICKET & FOOTBALL CLUB

*Cardiffport* / L I C E N C E

To occupy land and erect a  
Clubhouse at Recreation  
Ground, Ilminster in the  
County of Somerset.

Baker & Duke,  
Solicitors,  
Ilminster,  
Somerset.

