

DATED 21st February 1988

THE ILMINSTER TOWN COUNCIL

and

THE ILMINSTER TOWN ASSOCIATION
FOOTBALL CLUB

counter party

L I C E N C E

for use of Football pitch

Baker & Duke
Solicitors
Ilminster
Somerset

THIS LICENCE is made the *twenty first* day of *February* 1979 BETWEEN
THE ILMINSTER TOWN COUNCIL of Ilminster in the County of Somerset
(hereinafter called "the Council") of the one part and the persons whose
names and addresses and descriptions are set forth in the Schedule hereto
and who sign this Licence on behalf of the Committee of the Ilminster Town
Association Football Club (hereinafter called "the Club") which expression
shall where the context so admits include the survivors or survivor of
them and their successors in title of the other part _____

IT IS HEREBY AGREED as follows:- _____

(1) The Council hereby grants to the club subject to the reservations
and restrictions hereinafter contained the following rights and privileges:-

(a) The right to use the western portion of the recreation ground
belonging to the Council situate in Wharf Lane Ilminster aforesaid which has
heretofore been so used (hereinafter called "the pitch") for the purposes
of playing football matches and practice matches on such days and times as
may be agreed with the Council during the Association Football playing
season as defined by that league or Leagues of Football Clubs in which the
Club participates such use to extend to all members for the time being of the
Club and their agents licensees and invitees _____

(b) The right to erect and maintain throughout the said playing season
but not further or otherwise goalposts corner flags posts and guard rails
protecting the pitch and any other barriers or things necessary for the
playing of Association football provided that the same shall be removed at
the Club's expense at the end of the said playing season _____

(c) The right so far as may be proper and necessary to cut and mow
grass growing on the pitch roll the ground cut out the turf for the purpose
of marking the pitch and cut & replace the turf as may from time to time be
necessary and to do all other things in connection with the preparation of
the ground and the maintenance and improving the same incidental to the
playing of football doing however no unnecessary damage to the ground the
fences or any trees _____

(d) The right (so far as the Council may grant the same) to charge
entrance fees or gate money of a reasonable amount to persons entering the
area of the pitch for the purpose of watching football matches played there _____

(e) The right to hold practices and practice matches on the pitch at all
times that this agreement remains in force and on such part or parts of the
remainder of the Council's said recreation ground as the Council may from
time to time permit throughout that part of the year which does not form
part of the said playing season _____

(f) The right at all times that this agreement remains in force to enter upon the pitch for the purpose of cultivating mowing rolling and preparing the pitch in such ways as may be necessary _____

(g) The right to erect and maintain at all times that this agreement remains in force permanent floodlights of a type and in a position to be approved by the Council provided always that such floodlights shall be erected in a manner which ensures that the light therefrom cannot be directed other than at the playing area of the pitch _____

(h) The right to exclusive use of the two grandstands urinal and sump now on the pitch _____

(i) The rights (so far as the Council may lawfully grant the same) to make voluntary collections of money from persons using the remainder of the said recreation ground in such manner and for such purposes as the Council may from time to time approve _____

(2) THIS Licence is granted on the first day of April 1979 until the same shall be terminated as hereinafter appears _____

(3) IN consideration of the aforesaid Licence granted by the Council the Club jointly and severally agree with the Council as follows:- _____

(a) To pay to the Council in each year that this agreement remains in force such sum as may be agreed between the parties hereto or in default of agreement such sums as may be fixed by the President for the time being of the Somerset Playing Fields Association such payment to be made by the 1st day of May each year _____

(b) Not to assign or part with the benefit of this Licence or part with possession of any land or thing hereby authorised to be used by the Club to any person firm or company other than their successors on the said Committee _____

(c) To comply with the Council's bye laws in respect of the Recreation Ground for the time being enforced and with all requirements and stipulations statutory or otherwise made by any local authority in respect thereof except in so far as the same are varied by or permitted by this Agreement _____

(d) To keep the said grandstands urinal floodlights and posts and other fittings and equipment belonging to the Club and used on or about the pitch in good repair and condition and keep the Council indemnified in respect of all claims damages costs and expenses that may be occasioned to persons or property by reason of the said grandstands urinal floodlights posts fittings or equipment being on the Council's land _____

(e) To keep all parts of the said recreation ground used by the Club tidy and in clean condition and to clear away all papers and rubbish or _____

material left after matches practice matches or practices whether the same is left by the Club and its licencees or otherwise _____

(f) Not to alter the site construction elevation appearance or use of the said grandstand urinal floodlights posts pitch or any other part of the Recreation Ground or fittings and equipment thereon without previous consent in writing of the Council _____

(g) At the termination of this Agreement to remove the grandstands urinal goalposts guard rails floodlights and posts for floodlights and all other equipment and fittings belonging to the Club from the Council's said recreation ground and to reinstate and make good all damage occasioned to the said recreation ground by the erection of the same _____

(h) To make good at their own expense all damage caused to the pitch recreation ground or any fixtures thereto occasioned or caused by any act or omission deed or thing done by the Club its Agents Licencees or invitees whether the said damage shall be full or not _____

(i) That the end of the said playing season in each year to remove at their own expense all Goal posts posts and guard rails erected and maintained on or around the pitch _____

(j) Throughout the said playing season to maintain the pitch in good condition making good any damage caused to the same and to any part of the said recreation ground at their own expense _____

(k) Not to do or cause or suffer to be done anything on any part of the said recreation ground which shall be or grow to become a nuisance or annoyance to the said Council the users of the said recreation ground or others the owners or occupiers of the time being of the neighbouring properties and particular not to allow suffer or permit the said floodlights to cause an annoyance to any such people _____

(l) To indemnify the Council against any liability claims damages costs or expenses occasioned to any person or persons playing or watching any of the said matches practise matches or practises or arising otherwise from the Clubs use of the said land under this Licence and to insure against all liabilities for an adequate sum to an Insurance Company approved by the Council and to produce the policy and/or the receipt in respect of the payment of the premium when requested by the Council _____

(4) The Council hereby covenants that the Club observing and performing the covenants hereinbefore contained and in particular observing the covenants as to payment of the appropriate fee the Club shall peacefully hold and enjoy the use of the said land and the buildings and fittings without any interruption by the Council or any person rightfully claiming under or on behalf of the Council _____

(a) To cut treat and maintain when the Council in its absolute discretion thinks fit such parts of the said recreation ground laid to grass as are not to be so cut treated or maintained by the Club hereunder and are used by the Club in accordance with this Licence

(5) THIS Agreement shall be terminated by either of the parties hereto giving to the other at least one months notice in writing expiring on the 1st of June in any year terminating the same and that at the expiration of the said notice the licence shall cease but without prejudice to the right of the Council under the licence which may have accrued prior to such determination

(6) IF at any time during or at the end of the said season it appears to the Council or their Surveyor acting on their behalf that damage has been caused to the turf of the Recreation ground on parts other than that of the playing pitch then after due notice has been given in writing to the Club they shall make good the damage at the Clubs expense

(7) IN the event of the said committee of the Club becoming dissolved or ceasing to function the Council shall be entitled to take possession of the grandstands urinal floodlights posts and other properties of the Club and dispose of the same and reimburse themselves any expense incurred in connection therewith accounting for any paying to the Club any balance of proceeds thereof

(8) ANY notice required to be served hereunder upon the Club shall be deemed to be properly served by posting to or leaving the same with the Secretary for the time being of the Club at his last known place of abode

(9) THE cost of this Agreement and any stamp duty thereon shall be borne by the club

AS WITNESS whereof the parties hereto have hereunto set their hands the day and year first above written.

SCHEDULE

<u>Name</u>	<u>Address</u>
CAROLE ANN RICE	4, Walrona Court, Ilminster in the County of Somerset
HENRY MUIR McHALLAN VASS	45 Blackdown View, Ilminster in the County of Somerset
LEONARD STEPHENS	28 Herne Rise, Ilminster in the County of Somerset

SIGNED on behalf of The
ILMINSTER TOWN COUNCIL by

Councillor

Clerk

H. J. Brantley
[Signature]
[Signature]

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SIGNED by the said
CAROLE ANN RICE in the
presence of:-

M.H. GROVES
5 SUMMERCLIFF PARK CLOSE
ILMINSTER SOM.

[Signature]
R. J. Rice

[Signature]
M. J. Jones

as
res:-

SIGNED by the said
HENRY MUIR McHALLAN VASS
in the presence of:-

E. P. MURPHY
LORD WALSON
STATION RD
ILMINSTER

[Signature]
H. J. Vass

[Signature]
E. P. Murphy

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es
is

SIGNED by the said
LEONARD STEPHENS in the
presence of:-

[Signature]
DENARO
WATER'S ST.
DEAUNINGTON ST. MARY

[Signature]
L. Stephens

[Signature]
D. E. Hatley

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