

DATED 1st NOVEMBER 1974

THE PARISH COUNCIL OF THE PARISH OF
BRAISHFIELD

-to-

THE TRUSTEES OF THE BRAISHFIELD 250 PLUS CLUB

Counterpart/

L I C E N C E

-of-

Land at Braishfield, Romsey, Hampshire.

Footner, Taylor & Lawrence,
Romsey,
Hampshire.

Chris

L I C E N C E

made the

FIRST

day of

NOVEMBER

One thousand nine hundred and seventy-four B E T W E E N THE PARISH COUNCIL OF THE PARISH OF BRAISHFIELD in Hampshire (hereinafter called "the Grantors") of the one part and HUBERTUS MARINUS Van ROOIJAN of Taunton Vale Braishfield DAVID EDWARD LEIGH of 10 Addison Close Romsey in Hampshire and WILLIAM FORBES HENDERSON of The Wheatsheaf Braishfield the present Trustees of the Braishfield 250 Plus Club (hereinafter respectively called "the licensees and the association" the expression licensees where the context so admits including the trustees for the time being of the association) of the other part _____

W I T N E S S E T H as follows:-

1. I N consideration of the payments hereinafter covenanted to be made by the licensees and the covenants and conditions hereinafter contained and on the part of the licensees to be observed and performed the grantors hereby grant unto the licensees for the benefit of themselves and all present and future members of the Association for the time being the following rights (herein called "the rights"):-

(i) The right for the association to use the land described in the First Schedule hereto for the purposes specified in the Second Schedule hereto (hereinafter called the permitted use) _____

(ii) The right to erect construct and maintain the following buildings or other facilities that is to say a sports pavilion in accordance with plans and specifications already approved by the Grantors Together with a building for the storage of equipment subject to the prior approval of the plans by the Grantors Together with all necessary rights of drainage services and other appurtenant easements in regard thereto provided that before commencing the erection or construction of any such buildings or facilities the licensees shall obtain all necessary planning approvals and permissions and other permissions consents certificates and licences made requisite by or under statute _____

(iii) The right to obtain access to the said land and building in the following manner and by no other means that is to say on foot only across the Grantors adjoining recreation ground (all of which land and buildings and means of access and other easements aforesaid are hereinafter collectively called "the premises") _____

2. T H E rights shall be exercised by the association in common with the Grantors and all

other persons now or hereafter authorised by the Grantors to use any of the facilities or premises affected by this licence _____

3. (i) The Grantors shall not be liable to the licensees or to the association or its members or any person exercising the rights for any personal injury damage loss or inconvenience howsoever or wheresoever caused to them or to any goods or chattels brought by any person upon the premises it being the intention of and agreed between the parties _____

hereto that the licensees and the association and its members and any other person exercising the rights at the invitation of the licensees or the association shall do so at the risk of the licensees and association; and accordingly the licensees agree to indemnify the Grantors against all claims (as hereinafter defined) by any lawful visitor to the premises who shall have entered thereon for the purpose (in whole or in part) of lawfully visiting the licensees or any of them or the association or who shall have entered thereon with the permission of the licensees or any one of them or of the association _____

(ii) by "Claims" in the preceding sub-clause is meant a claim in respect of the condition of the premises or for breach of the statutory common duty of care or for the negligence of the Grantors or of those for whose negligence the Grantors could or might otherwise be responsible _____

4. THE licensees shall have the right to allow the premises to be used by any other Body or person provided that if on any such occasion it is intended that intoxicating liquors shall be supplied the licensees shall first obtain the consent of the Grantors _____

5. THIS Licence shall be for a period from the *FIRST* day of *NOVEMBER* One thousand nine hundred and seventy-four until determined by notice in manner hereinafter provided _____

6. THE consideration payable for the rights shall be at the rate of One pound per annum for the first five years of the period of this licence should it so long continue payable in advance on the *FIRST* day of *NOVEMBER* in each year the first payment (if not already made) to be made on the signing hereof and for any period in excess of five years at a rate to be agreed from time to time between the parties or in default of agreement in accordance with the provision of Clause 12 hereof _____

7. THE Licensees for the members of the association but so not as to make the licensees personally liable to the Grantors hereby jointly and severally covenant with the Grantors as follows:-

(1) To make the said payments in accordance with the foregoing provisions whether the same be demanded or not _____

(2) To pay all rates and taxes of an annual or recurring nature payable in _____

respect of the premises whether chargeable on the owner or the occupier so far as such rates are attributable to the rights the rates to be apportioned if necessary by accountants appointed by the Grantors _____

(3) Not to use the premises for any purposes other than the permitted use and not to do any damage to the premises or any part thereof _____

(4) To exercise the rights hereby granted and to secure that the same shall be exercised by all members of the association in such manner as to do as little damage as possible and to make adequate compensation for any damage nevertheless caused _____

(5) So to conduct their activities and to ensure that the rights hereby granted are so exercised as not in any way to interfere with or adversely affect the enjoyment of the premises by the Grantors or by others authorised by them or of the

Grantors adjoining recreation ground _____

(6) To use their best endeavours to expel any persons trespassing on the premises

(7) To keep the premises in good repair and condition and in a clean and tidy state

(8) To ensure that the rights are exercised by those authorised to exercise them in a reasonable and responsible manner _____

(9) Not to allow the rights to be exercised by any person other than by members of the association PROVIDED ALWAYS that nothing in this sub-clause shall prevent the association and the licensees from inviting other associations to take part in their activities so long as the premises are not overcrowded and the general provisions of this licence are observed _____

(10) To issue to each member of the association a card or certificate of membership or some other written form of authority which is to be produced if and whenever required by the Grantors or their duly authorised agents _____

(11) Not to sub-licence or part with the rights hereby granted over the premises or any part thereof _____

(12) Not to assign the benefit of this licence _____

(13) To keep the Grantors and all those authorised by them to use the premises indemnified against all damage loss and injury of every description which may occur to or affect the Grantors or such other person as aforesaid or their property and which may arise from or through the exercise of the rights by any authorised person including any persons invited by the licensees or the non-observance of any of the items of this licence however expressed or implied _____

(14) Effectively to insure the licensees and the association and all its members and all their lawful visitors against all claims arising from the exercise of the rights or from any negligence or default (including any breach or non-observance of any of the terms of this licence however expressed or implied) in connection with the rights or with the premises or any activity thereon (whether authorised or not) so as fully to satisfy all claims for which the licensees or the association or other persons as aforesaid may be liable under this licence and on demand to produce the policy and the last receipt to the Grantors and to use their best endeavours to secure that the interest of the Grantors be endorsed on such policy _____

(15) To keep the premises comprehensively insured to the full value thereof and to produce to the Grantors on request the Policy of insurance and the receipt for the last premium and to arrange for the interest of the Grantors to be endorsed on such Policy.

(16) To keep the Grantors fully indemnified against all claims demands and liabilities in relation to:-

(a) the grant to be made by the Hampshire and Isle of Wight Playing Fields Association towards the cost of the erection of the Pavilion

(b) the loan from the National Playing Fields Association

(c) the loan from the Football Association

(17) To demolish within Twenty-four months of the completion of the new Pavilion the existing Pavilion and to remove the materials from the recreation ground and to

restore the site to the reasonable satisfaction of the Grantors or their duly authorised Surveyor

(18) Not to permit the sale on or from the premises of any intoxicating liquor

(19) Not to allow or permit any motor vehicle to be parked adjacent to the premises except as may be reasonably necessary during the construction of the Pavilion

8. THIS licence may be determined forthwith by notice given by the Grantors

(a) If at any time any payment due hereunder is unpaid for Twenty-eight days after becoming due (whether demanded or not)

(b) If the licensees shall have failed for a period of Twenty-eight days to remedy any breach (capable of remedy) of any of the stipulations and conditions herein contained after being required to remedy the same by notice in writing from the Grantors specifying the breach and requiring the same to be remedied

(c) On any breach by the licensees of the stipulations and conditions herein contained which is in the opinion of an independent arbitrator appointed by the Chairman of the Parish Councils' Association incapable of being remedied and is stated so to be in the notice given by the Grantors

(d) If an effective resolution be passed for the winding up of the association or if the association shall be wound up

(e) If at any time during the continuance of this licence the Grantors wish to develop or use the adjoining land or any part thereof for a purpose other than a recreation ground subject to the payment of such compensation as shall be determined by an arbitrator appointed in accordance with Clause 8.(c)

9. IT IS HEREBY AGREED between the parties that this agreement constitutes a licence and confers no tenancy upon the licensees and that possession and ownership of the premises is retained by the Grantors subject however to the rights created by this licence

10. IF at any time this licence is terminated by reason of Clause 8.(e) hereof and at the time of such termination the Licensees shall have fulfilled all their obligations hereunder including in particular the repayment of the loans and the grant if the latter of any part thereof becomes repayable then the Grantors will permit the Licensees to remove the Pavilion from the land if a suitable alternative site is available within the area served by the Grantors

11. 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 and as if the Grantors were lessors and the Licensees were lessees _____

12. IF at any time hereafter any dispute doubt or question shall arise between the Grantors and the Licensees touching the construction meaning or effect of this licence or any clause or thing herein contained or their respective rights or liabilities under these presents or otherwise in relation to the premises then every such dispute doubt or question shall be referred to arbitration as provided in Clause 8.(c) and shall be deemed to be a submission to arbitration within the Arbitration

Act 1950 or any statutory modification or re-enactment thereof for the time being in force _____

13. THE costs charges and expenses in connection with this licence and the duplicate thereof including any stamp duty shall be paid by the Licensees _____

IN WITNESS whereof two members of the Parish Council of Braishfield and the Licensees have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

ALL THAT piece or parcel of land situate at Braishfield in Hampshire as the same is for the purpose of identification only more particularly delineated and described in the plan annexed hereto and thereon coloured red _____

THE SECOND SCHEDULE hereinbefore referred to

The land described in the First Schedule hereto and any building erected thereon shall be used as a sports pavilion and purposes ancillary thereto or for such other purposes as the Grantors may from time to time permit and for no other purpose _____

SIGNED SEALED AND DELIVERED by)
the said HUBERTUS MARINUS VAN)
ROOIJAN in the presence of:-)

Hubertus Rooijan *B. Wood* *John Toorjin*

18 MITCHELLS CLOSE
ROMSEY HANTS
LOAD ASSEMBLER

SIGNED SEALED AND DELIVERED by)
the said DAVID EDWARD LEIGH)
in the presence of:-)

David Leigh

55 STRING RD.,
BOURNEMOUTH.

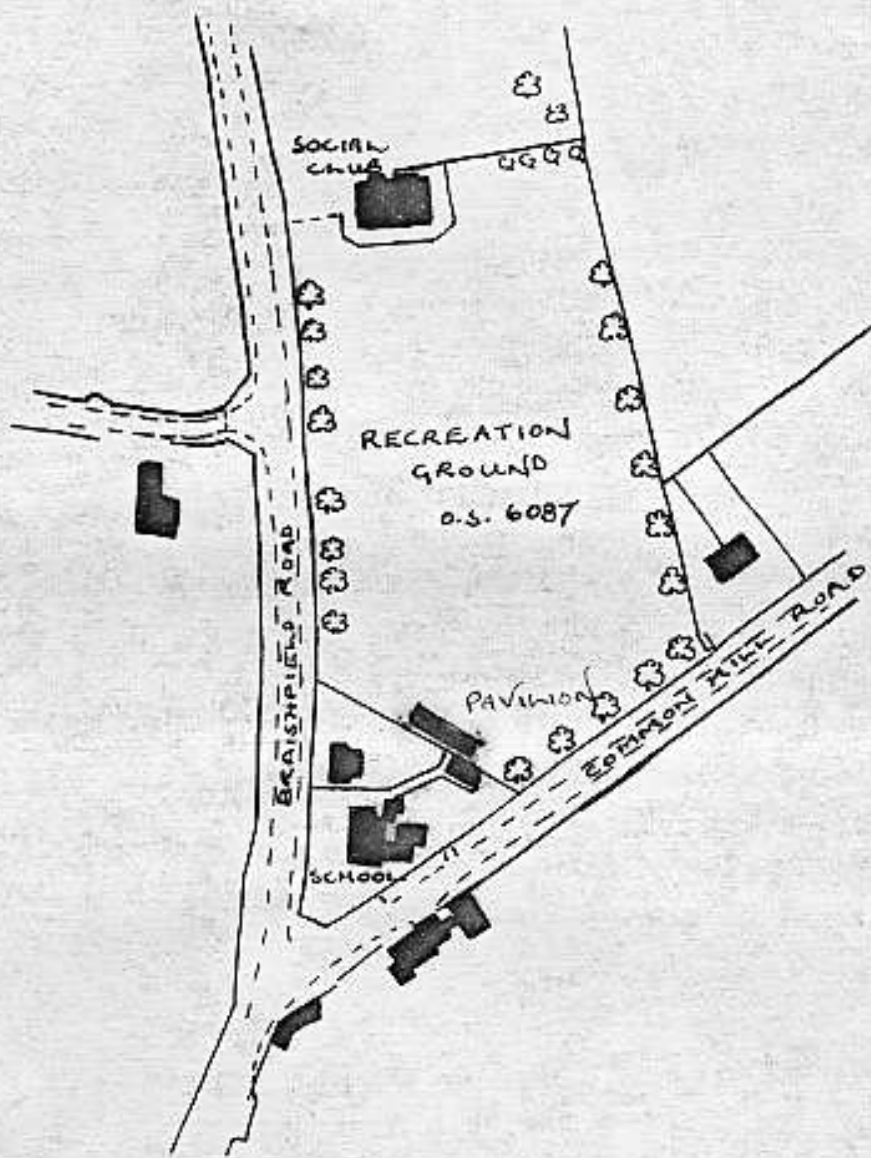
Asst. Manager,
Building Society.

SIGNED SEALED AND DELIVERED by)
the said WILLIAM FORBES HENDERSON)
in the presence of:-)

William Forbes Henderson *W. Henderson*

19, Hornbeam Close
Lutter
CONTRACT CLEANING

RECREATION GROUND
BRAISHFIELD
1974



JAMES HARRIS & SON
CHARTERED SURVEYORS
WINCHESTER.

N.G. PLAN SU 3724

SCALE 1/2500

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