

THIS AGREEMENT (LICENSE) is made the day of 2021

BETWEEN FERNDOWN TOWN COUNCIL of Barrington Centre, Pennys Walk, Ferndown, Dorset BH22 9TH acting as Sole Trustee for the Charity known as King George's Field Charity (registered charity number 301136) ("the Licensor") and **FERNDOWN TENNIS CLUB** c/o The George Room, King George V Pavilion, Peter Grant Way, Ferndown, BH22 9EN ("the Licensee") for the agreed non-exclusive use of part of the premises hereafter defined in common with such other licensees or invitees/hirers/users as the Licensor permits as follows:

1. Definitions and Interpretation

In this agreement:

- 1.1 "The Club" means FERNDOWN TENNIS CLUB
whose Chairperson's address is 54 Bracken Road, Ferndown, BH22 9PF
- 1.2 "The Premises" means The George Room and adjacent changing rooms at KGV Pavilion, Peter Grant Way, Ferndown, Dorset, BH22 9EN, the approximate position of which is shown edged in red on the copy plan annexed to this License, or such parts thereof as the Licensor may from time to time direct, together with access to the use of Courts number 1-4 as shown in para 1.5.
- 1.3 "The Licence Period" means from 1 April 2021 to 31 March 2022, subject to the terms and conditions set out in this License unless terminated earlier in accordance with clause 6.
- 1.4 "The License Fee" means the sum of £4,160 per annum for the use of courts 1-4, and principle user status of the George Room and Changing Rooms during the days and times ("Permitted Hours") stated at 1.5 (refer to Schedule 1 for basis of fee):
- 1.5 "Permitted Hours" means;

(i) use of courts

Tuesdays: 18.00 – 21.00 (3 hours), Courts 1-2

20.00 – 21.00 (1 hour), Courts 3-4

Wednesdays and Fridays: 9.30-11.30 (2 hours), Courts 1-4

Sundays: 9.30 – 11.30 (2 hours), Courts 1-4

TOTAL = 32 court hours per week.

(ii) use of changing rooms

Tuesdays: 18.00 – 21.30 (4 hours),

Wednesdays and Fridays: 09.30 – 12.00 midday (5 hours),

Sundays: 09.30 – 12.00 (2 ½ hours),

TOTAL = 11 ½ hours per week.

(iii) use of George Room:

Tuesdays: 18.00 – 10.00 (4 hours),

Wednesdays and Fridays: 09.30 – 12.00 (5 hours),

Sundays: 09.30 – 12.00 (2 ½ hours),

TOTAL = 11 ½ hours per week.

iv) interclub matches

Any matches or meeting of the Club's committee outside the club sessions detailed at 1.5 i) must be booked in advance with the Licensor and will be charged in addition to the Licence Fee at 1.4 and in accordance with the Schedule 1 Basis of Rent.

- 1.6 Words importing one gender shall be construed as importing any other gender.
- 1.7 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.8 Any undertaking by the Licensee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

2. Recital

The Chairperson is the present Chairperson of the Club and is duly authorised in accordance with the rules of the Club's Management Committee to enter into this License.

3. Licence and Licence Fee

- 3.1 Subject to clauses 4 and 5 the Licensor gives the Licensee the right (in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the rights given) for the Licensee and all persons being members of the Club or persons properly authorised by them being their guests or members of visiting teams to use the Premises for the License Period during the days and times detailed at 1.5 i), ii), iii) and iv).
- 3.2 The parties may add further Licence Periods to this Licence for such year(s) and at such Licence Fee as they may from time to time agree in writing.
- 3.3 The Licence Fee shall be payable by equal quarterly instalments on the last day of each quarter (April, July, October, January) the first payment (or a due proportion of it apportioned on a day-to-day basis) to be made on the date of this Agreement and the final payment on 31st January. Court hours for interclub matches will be payable quarterly. If this Licence is determined by notice in accordance with Clause 6 and the notice does not expire on the last day of the quarter the payment for that quarter shall be a proportion of the Licence Fee.

4. Licensee's undertakings

The Licensee agrees with the Licensor as follows:

- 4.1 To pay the License Fee without any withholdings or deductions whether the same be demanded or not;
- 4.2 To use the Premises only for the provision of activity associated with tennis;
- 4.3 To keep the Premises clean and tidy and clear of rubbish;
- 4.4 To provide and maintain its own equipment stored on the premises;
- 4.5 The Licensee shall in respect of Permitted Hours be responsible for:
- 4.5.1 unlocking and locking the Premises;
 - 4.5.2 the security of the Premises;
 - 4.5.3 the behavior of all persons using the Premises whatever their capacity and for ensuring the persons leaving the Premises during or following the Permitted Hours shall do so in a orderly manner and in such a way as not to cause nuisance or annoyance to other users of the Premises or owners or occupiers of nearby premises.

- 4.6 Not to use the Premises in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring or any adjoining property.
- 4.7 Not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises from time to time.
- 4.8 To keep the Licensor and all those authorised by it to use the Premises or any part thereof indemnified against all liability, damage, loss and injury, and costs and expenses of every description which may occur to or affect the Licensor or such other persons as aforesaid or its or their property arising from or through (a) the exercise of the licence by the Licensee or by any persons authorised by the Licensee including any persons invited by the Licensee or (b) the non-observance of any of the terms of this Licence however expressed or implied.
- 4.9 To observe such Rules and Regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the use of the Premises.
- 4.10 Not to impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Premises.
- 4.11 To use its best endeavours amicably and peaceably to share the use of the Premises with such other licensees or invitees whom the Licensor shall from time to time permit to use the Premises and shall not interfere with or otherwise obstruct such a shared use in any way whatsoever.
- 4.12 To make good and pay for all damage (including accidental damage) caused by the Licensee or its guests to the Premises or any of the fixtures, fittings and furniture in the Premises.
- 4.13 To take reasonable care of the Premises including its furnishings, fittings and equipment.
- 4.14 Not to use or permit any of the Premises to be used for an illegal purpose during the permitted periods of use.
- 4.15 Not to cut, maim or injure any of the walls or partitions of the Premises.
- 4.16 Not to store or bring upon the Premises any articles of especially combustible, inflammable or dangerous nature or of an illegal nature.

- 4.17 To comply with all recommendations of the Licensor's insurers as to fire precautions relating to the Premises.
- 4.18 Not to keep in or on the Premises or any part of the Premises any dog or other animal, bird or pet.
- 4.19 To comply with the Lawn Tennis Association ClubSpark gate access and booking system.
- 4.20 To comply that the planning constraint that no floodlit tennis be played after 2100hrs in an evening or before 0900hrs in the morning.
- 4.21 Not to exhibit any advertisement, signboard, nameplate, inscription, flag, banner, placard or poster on any part of the Property except with the prior written consent of the Licensor;
- 4.22 On the termination of this Licence to vacate immediately the Premises and to leave the Premises in a clean and tidy condition and fixture and fittings in good working order.

5.0 General

- 5.1 The rights granted in clause 3 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 4) immediately on notice served by the Licensor at any time following any breach by the Licensee of their undertakings contained in clause 4.
- 5.2 The benefit of this Agreement is personal to the Licensee and not assignable and the rights given in clause 3 may only be exercised by the persons specified in that clause.
- 5.3 The Owner gives no warranty that the Premises are legally or physically fit for any specific purpose.
- 5.4 The Owner shall not be liable for the death or injury to or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any person referred to in clause 3 in the exercise or purported exercise of the rights granted by clause 3.

6. Ending the Licence

- 6.1 THE Licence may be ended:

- a) By the Licensor if at any time the Licence Fee or any other payment hereunder is unpaid for 21 days after becoming due (whether demanded or not);
- b) By either the Licensor or the Licensee giving a calendar months' notice in writing to the other at any time.
- c) If the Licensee shall have failed for a period of 14 days to remedy any breach (capable of remedy) of any of the agreements, stipulations and conditions herein contained after being required to remedy the same by notice in writing from the Licensor specifying the breach and requiring the same to be remedied;
- d) On any breach by the Licensee of the agreements stipulations and conditions herein contained which is in the opinion of the Licensor incapable of being remedied and is stated to be so in the notice given by the Licensor; and
- e) All notices served by either party pursuant to the provisions of this Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Owner specified in clause 1 in the case of a notice to the Owner or to the secretary of the Club at the address of the Club specified in clause 1 in the case of a notice to the Licensee.

6.2 Upon the Licence being ended the Licensee shall immediately vacate the premises.

7. No warranty or liability

7.1 The Licensor gives no warranty that the Premises is legally or physically fit for the Permitted Use.

7.2 The Licensor shall not be liable for the death or injury to any person or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by Clause 3 except where caused by the fault of the Licensor, its servants or agents.

7.3 In the event of the Property or any part thereof being rendered unfit for the purposes of this licence the Licensor shall not be liable to the Licensee for any resulting loss or damage whatsoever.

8. Non-exclusive occupation

It is hereby agreed between the parties that:

- 8.1 this Licence constitutes a licence and confers no tenancy or other interest in land upon the Licensee;
- 8.2 the licence hereby granted shall be exercised by the Licensee in common with the Licensor and all other persons now or hereafter authorised by the Licensor to use any part of the Premises and facilities and services affected by this Licence and the Licensor shall at all times have full and free rights of possession and management and control of the Premises; and
- 8.3 the Licensee shall not at any time or in any manner do any act which may impede the Licensor or any person authorised by the Licensor in the exercise of the Licensor's rights of possession and control of the Premises.

9. Notices

Any notice to be given under this Licence shall either be delivered personally or sent by first class recorded delivery post or fax. The address for service of each party shall be the address stated herein or any other address for service previously notified by one party to the other or (in the absence of any such notification) their last known address. A notice shall be deemed to have been served as follows:-

- 9.1 if personally delivered, at the time of delivery;
- 9.2 if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities; and

In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody office of the postal authority as a prepaid first class recorded delivery letter or that the fax was electronically acknowledged as received as the case may be.

10. Dispute resolution

- 10.1 If at any time hereafter any dispute doubt or question shall arise between the Licensor and the Licensee 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 Property and the dispute, doubt or question remains unresolved within four (4) weeks of the date on which the dispute arose, then either of the parties may serve notice on the other to require the dispute, doubt or question to be referred to an independent chartered surveyor of good repute who shall be nominated without delay by agreement between the parties (such agreement not to be unreasonably withheld or delayed by either of the parties) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination the expert shall be nominated on the joint application of the relevant parties (or if either of them neglects to concur in such application, then on the sole application of the other) by the president or other chief officer or acting chief officer for the time being of the Royal Institute of Chartered Surveyors.

10.2 The following provisions shall apply if an expert is appointed to resolve a dispute, doubt or question between the parties pursuant to clause 10.1:

10.2.1 the expert shall set a strict (but nevertheless fair) timetable, not exceeding two months in its entirety, with which the parties must comply in order to secure a resolution of their dispute without undue delay or expense;

10.2.2 the expert shall invite each of the parties (or their respective agents) to submit written representations to him to explain their respective cases in relation to the dispute;

10.2.3 the costs of the reference to the expert shall be borne equally between the parties, unless the expert directs otherwise;

10.2.4 the expert shall not be fettered or bound by any representations (or comments on the same) made to him by or on behalf of either of the parties;

10.2.5 the decision of the expert shall be final and binding on the parties (in the absence of manifest error or unfairness) provided that the expert provides each of the parties with a detailed statement setting out their reasons for making the decision which they have arrived at;

10.2.6 the expert shall not have exclusive jurisdiction on questions of construction of law.

SCHEDULE 1

Rent

1. BASIS OF FEE

The Fee shall be:

- 1.1 The rent will be based upon the annual court use being 1,664 court hours, as at paragraph 1.4 (a), at an hourly rate of £2.50 per court (inclusive of floodlights). An annual fee would be £4,160 plus interclub matches which will be charged at the hourly rate of £2.50, per court.

AS WITNESS the hands of the parties hereto the day and year before first written

Town Clerk / Administrator Ferndown Town Council
for and on behalf of King George V Field Charity

SIGNATURE _____

NAME _____

Chairperson, Ferndown Tennis Club Management Committee

SIGNATURE _____

NAME _____