

**THIS LICENCE** is made the    day of        2016

**BETWEEN**

- (1) **DUFFIELD PARISH COUNCIL** of The Weston Centre, Tamworth Street,  
Duffield, Belper, Derbyshire, DE56 4ER (‘the Council’)
- (2) **DUFFIELD DYNAMOES FC** (‘the Licensee’)

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

In this Licence

- 1.1 The ‘Site’ means that part of the Eyes Meadow, Donald Hawley Way, Duffield, Derbyshire which is for the purpose of identification only shown edged red on the plan annexed hereto. Including any building or construction thereon, including Cockpit Lane and the bridge under the railway line, the access road from Makeney Road into and including Donald Hawley Way, and the car park.
- 1.2 ‘The Licensee’ includes the Licensee’s successors in title and where the Licensee comprises more than one person the obligations and liabilities of that party under this Licence shall be joint and several obligations and liabilities of those persons
- 1.3 ‘The Licence Period’ means 3 JULY 2016
- 1.4 "Fee" means £200
- 1.5 Words importing one gender shall be construed as importing any other gender
- 1.6 Words importing the singular shall be construed as importing the plural and vice versa
- 1.7 Any covenant or obligation by the Licensee not to do any act is to be deemed to include an obligation that the Licensee will not allow or suffer or permit any such act

**2. LICENCE**

The Council grants to the Licensee subject to the terms of this Licence the right to use the Site for the Licence period only WHICH INCLUDED THE RIGHT TO MARK OUT PITCHES FOR THE TOURNAMENT

### 3. LICENSEE'S OBLIGATIONS

The Licensee agrees with the Council:

#### 3.1 Prohibitions

Not to:

3.1.1 Arrive earlier than 9 a.m. on 3 JULY 2016 or to leave the Site later than MIDNIGHT ON 3 JULY 2016

3.1.2 Use the Site for any other purpose than provision of the FOOTBALL TOURNAMENT including the selling of hot food and alcoholic drinks and provision of fair rides etc

3.1.3 Commit any nuisance or any act or thing which may be or become a source of danger inconvenience or annoyance to the Council or the owners or occupiers of any neighbouring property

#### 3.2 User

3.2.1 To keep and maintain the Site in a clean and tidy condition and to remove from it all rubbish

3.2.2 To keep the Changing Rooms in a neat and tidy condition. Ensuring that all litter is put in the bins, the building is swept and the kitchenette left clean with all crockery washed and put away and nothing left in the fridge.

3.2.3 To observe all statutory and other provisions, byelaws and regulations for the time being in force and applicable to the Site and to apply for the necessary licences (TENs etc)

3.2.4 To close and lock the Changing Rooms and put on the alarm and lock gates on to the Site on leaving the Site

3.2.5 To pay the Fee within 30 days of demand

#### 3.3 Assignment

Not to assign share or part with the benefit of this Licence or grant any sub-licence

3.4 **Indemnity and Insurance**

To keep the Council fully indemnified against all costs claims expenses demands charges or liability of any description arising out of or in connection with this Licence

3.5 **Licensee's Obligations on Determination of Licence**

Upon the expiration of the Licence Period or sooner determination of this Licence to vacate the Site leaving it in a clean and tidy condition to the satisfaction of the Council

4 **Force Majuere**

Neither party shall be liable in damages for any failure or delay in performance under this Agreement to perform the party's obligations (other than for delay in the payment of money due and payable hereunder) to the extent that such failure or delay is as a result of Acts of God (including but not exclusive to fire, flood, earthquake, storm, hurricane or other natural disaster) and/or any other cause beyond the reasonable control of the party whose performance is affected including any adverse weather conditions which render it unsuitable or unsafe for the event to proceed. Should the Event be so cancelled, postponed or modified the Council will not be liable to pay compensation in respect thereof.

5 **Carrying Out of Works in Default**

If the Licensee shall fail to carry out any of its obligations under this Licence the Council may at its discretion but without being under any obligation to do so carry out any such works or acts and the cost of so doing shall be a debt due from the Licensee to the Council

6 **Notices**

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this

agreement and shall be deemed to have been received by the addressee within 72 hours of posting

AS WITNESS our hands the day and year first above written

**SIGNED** .....

Elisabeth Page

Clerk and RFO -For and on behalf of Duffield Parish Council

**SIGNED** .....

David Abbott

DDFC Chairman