

## **A Licence is made this day between**

## **New Alresford Town Council (NATC) and**

### **Alresford Town Football Club (Adult and Youth)**

Whereas the Council has agreed to give such licence and permission on the following terms :-

Now it is hereby Agreed as follows :-

1. The NATC GRANTS and the ATFC TAKES all that property in the grounds of Arlebury Park and Stratton Bates comprising four football pitches, two pitches at each location, and a border of width 2 meter around the outside of each of the pitches. Also a football shed (Southern boundary of Arlebury Park Football Pitch) and a football garage (eastern boundary of Arlebury Park). Also, all floodlighting, ancillary equipment and railings. AFTC shall have, in accordance with section 1(i), (ii) and (iii), exclusive use of the football pitches for the purpose of playing the game of football and other football playing activities including the coaching and instruction of the game of football.

- (i) The right for Alresford Town Football Club to use the pitches for football matches and training between 9.30am and 10.30pm during the football season, to begin no earlier than the 1<sup>st</sup> September and finish no later than the last day in April, unless the Council has given permission.
- (ii) The right to use the Stratton Bates and Arlebury Park changing room facilities.
- (iii) The right to use the football floodlights at Arlebury Park.
- (iv) The times and dates in Sub Paragraph (i) may be varied outside the football season for training purposes.

AFTC shall make available for use, by members of the public who are paying a hire fee, pitches at all times other than where an official football match or training session is in progress. The administration of the hire of the football pitches shall be managed by Alresford Town Football Club and all hire fees shall remain their property.

- (1) The Licence shall run from 1<sup>st</sup> April, 2007 to 31<sup>st</sup> March, 2032.
- (2) ATFC is responsible for providing playable football pitches including rolling, painting and cleaning.
- (3) ATFC is responsible for ensuring that the Football Shed, Football Garage and Football Pitches are kept in good condition and agree to undertake the re-seeding and grass fertilisation of all pitches when necessary.
- (4) ATFC is responsible for the upkeep and general maintenance of the Football Floodlights to include all major refurbishment and lamp replacements when necessary.
- (5) When requested by ATFC, NATC will act as the purchasing agent for ATFC. All invoices approved by ATFC will be paid by NATC and ATFC will reimburse NATC for the purchase cost. NATC will need to charge VAT if it becomes VAT registered.

2. ATFC undertakes as follows :-

- (1) To pay to the NATC, as an acknowledgement that the use of the football pitches is by way of a 25 year licence not otherwise in respect of maintenance, the annual sum of £50.00 (per location) which will be increased by £50 every 5 years as follows:-

	Arlebury Park	Stratton Bates
April 2007/11	£ 50	£ 50
April 2012/16	£100	£100
April 2017/22	£150	£150
April 2022/26	£200	£200
April 2027/32	£250	£250

- (2) To effect, maintain and make available for inspection annually, to a representative of NATC, a policy of insurance, which covers both its members and members of the public using the pitches.
- (3) Not to use the pitches for any purpose other than the permitted use as stated in Clause 1 above and to take reasonable care to avoid damage to the pitches beyond that incurred by normal use.
- (4) To be responsible for the provision and erection of football posts and sockets at the commencement of the season and the dismantling of same at the end of the season. ATFC will be responsible for the maintenance and repair and immediate remove and replacement of any defective equipment.
- (5) To be responsible for the rolling and marking of the pitches and the removal of dog litter and other debris on the pitches.

3. If the ATFC are found by NATC to be deficient in the performance of their obligations, including obligations to pay any sum or sums of money, as set out above, the NATC may serve written notice to rectify and if after a reasonable period of time (a minimum of 21 days) defects have not been corrected and ATFC has not disputed the alleged deficiency, NATC reserve the right to revoke the terms of the licence in order to ensure the football facilities do not fall into disrepair. Should a technical dispute occur, the parties are to appoint a Football Foundation approved, independent advisor, to determine the scope and extent of the alleged deficiency. In default of agreement either party can request that the Football Foundation makes the appointment. The advisor's determination will be final and binding on the parties, and the ATFC will have a reasonable time after the determination in order to remedy any deficiency found.

4. ATFC paying the rent and complying with the covenants shall be entitled to full and quiet enjoyment of the premises and be indemnified by NATC against any claims on the premises by any third parties.

Note: This agreement does not cover the use of electricity provided by Arlebury Park Club. The terms of such use are to be negotiated direct.

Signed: .....  
(For Alresford Town Football Club)

Date: 29-3-07

Position: *[Signature]*

Signed .....  
(For New Alresford)

Date: 29/3/07

Position: *Chair of Revolving NATC Committee*