

THIS LICENCE is made the 2nd day of August Two Thousand and Six  
BETWEEN:

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury  
Berkshire RG14 5LD ("the Council")
- (2) **THE OLD LONDON APPRENTICE NEWBURY FOOTBALL CLUB** of 2 Hambridge  
Road Newbury Berkshire RG14 5SS ("O. L. A. Newbury Football Club")

1. **Definitions and Interpretations**

In this Licence:

- 1.1. "the Council" means West Berkshire District Council
- 1.2. "Council's Officer" means the Head of Property for the time being of the Council or  
such other person appointed from time to time by the Council to act in his place
- 1.3. "Council's Solicitor" means the Head of Legal and Electoral Services for the time being  
of the Council or such other person as may from time to time be appointed for the  
purposes of this Licence
- 1.4. "Certificates" means any certificates issued by a duly authorised person to confirm  
compliance with standards imposed by the relevant body in relation to the Works, or  
any element(s) of the Works
- 1.5. "Football Ground" means the land edged red on the plan annexed to this Licence,  
situated between Faraday Road and the Kennet and Avon Canal Newbury (comprising  
a football ground with ancillary facilities, including the main spectator stand floodlights  
floodlight pylons) and a clubhouse
- 1.6. "Services" means all pipes sewers drains mains ducts conduits wires cables or  
other conducting media
- 1.7. "Works" means the works to be carried out to the Football Ground as identified in  
Schedule 1 attached to this Licence

- 1<sup>st</sup> OCT. 2006 *CS*  
1.8. "Works Completion Date" means ~~1st September 2006~~
- 1.9. Words importing one gender shall be construed as importing any other gender and words importing the singular include the plural and vice-versa and "person" includes a limited company or a partnership
- 1.10. Clause headings in this Licence are for description only and do not form part of this Licence
- 1.11. Unless otherwise stated any reference to a provision of any legislation or statutory instrument is a reference to that provision as amended repealed extended or re-enacted by any subsequent legislation or statutory instrument
- 1.12. Where in this Licence any matter requires the consent or approval of the Council such consent or approval shall not be unreasonably withheld or delayed

## **2. Recitals**

- 2.1. The Council is the owner of the Football Ground
- 2.2. The Council has agreed to grant a lease of the Football Ground to O. L. A. Newbury Football Club SUBJECT TO O. L. A. Newbury Football Club completing the Works in accordance with the terms set out in this Licence, prior to the grant of the Lease

## **3. Licence**

- 3.1. The Council gives to O. L. A. Newbury Football Club consent in accordance with the terms and conditions of this Licence to enter upon the Football Ground and to remain for the purpose only of carrying out the Works in accordance with the provisions of this Licence
- 3.2. The Council also gives to O. L. A. Newbury Football Club licence to pass and repass with or without vehicles and plant over the public car park coloured brown on the plan annexed to Schedule 2 to this Licence

- 3.3. O. L. A. Newbury Football Club shall not have or be entitled to any tenancy or other estate right title or interest to or in the Football Ground or any part thereof other than the licence granted by this Agreement
- 3.4. The consent granted by this Licence is subject to all subsisting rights of access both vehicular and pedestrian currently enjoyed over the Football Ground and which have not been extinguished at the date of this Licence and the rights of any statutory undertakers or others in respect of any Services for the time being in on or over the Football Ground
- 3.5.1. O. L. A. Newbury Football Club will at its own expense apply for and forthwith take all necessary steps to obtain all requisite licences permissions and Certificates for the purpose of the Works and shall produce copies of the same to the Council
- 3.5.2. O. L. A. Newbury Football Club shall not commence any Works until all requisite licences permissions and Certificates have been obtained

**4. Works**

O. L. A. Newbury Football Club hereby covenants with the Council:

- 4.1.1. To complete the Works to the satisfaction of the Council's Officer on or before the Works Completion Date
- 4.1.2. If the Works are not completed on or before the Works Completion Date, the Council shall be entitled to terminate this Licence (on serving O. L. A. Newbury Football Club with a minimum of 21 days notice in writing) and O. L. A. Newbury Football Club shall remove its property and any equipment from the Football Ground and shall take such other steps specified by the Council to ensure any Works undertaken prior to the expiration of the notice are left in a safe condition
- 4.2. To indemnify and keep indemnified throughout the duration of the Works the Council against all claims in respect of death or injury to persons or damage to property or the

Works and to take out employers liability works and public liability insurance and to have the name of the Council endorsed on each policy as being entitled to benefit from the cover set out in each policy such insurance to be with a reputable insurer previously approved by the Council and in the sum of £10 million in respect of public liability insurance and such other sums as in respect of Works and employers liability insurance shall previously be approved by the Council

- 4.3. To supply to the Council if requested a copy of all insurances which are required under this Licence together with receipts for current premiums
- 4.4. Not do or permit or suffer to be done on the Football Ground anything which might be or become a danger or nuisance to owners or occupiers of adjoining land or to members of the public generally or cause damage to any adjoining land or to any Services or interfere with any right or easement enjoyed under on or over the Football Ground
- 4.5. To permit the Council's Officer together with its agents and workmen to enter the Football Ground for any purpose in connection with this Licence or any Works permitted or required under this Licence
- 4.6. Not to use or occupy the Football Ground or permit the Football Ground to be used or occupied for any purpose other than the carrying out of the Works

**5. Liability and Warranty Excluded**

This Licence and any approval given by or on behalf of O. L. A. Newbury Football Club under this Licence is granted without any liability on the part of the Council

**6. Notices**

- 6.1. Notices under this Agreement shall be in writing and addressed to the Council's Solicitor or O. L. A. Newbury Football Club's Solicitor as the case may be and served at their respective addresses

**7. Third Parties**

- 7.1. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

## **SCHEDULE 1**

### **The Works**

1. Water testing
2. Electrical testing (including electrical appliance testing)
3. Gas boiler and appliance testing
4. Lightning conductor testing
5. Fire alarm and panel testing
6. Fire extinguisher maintenance and testing
7. Fire Escape equipment testing
8. Emergency lighting maintenance and testing
9. Water temperature control valve maintenance
10. Structural stability certification of floodlighting towers and ancillary equipment
11. Re-turfing and ground preparation

## **SCHEDULE 2**

### **Plan**



4 4 7 5 0 0

4 4 7 7 5 0

1 6 7 5 0 0

1 6 7 2 5 0

1 6 7 0 0 0

4 4 7 5 0 0

4 4 7 7 5 0

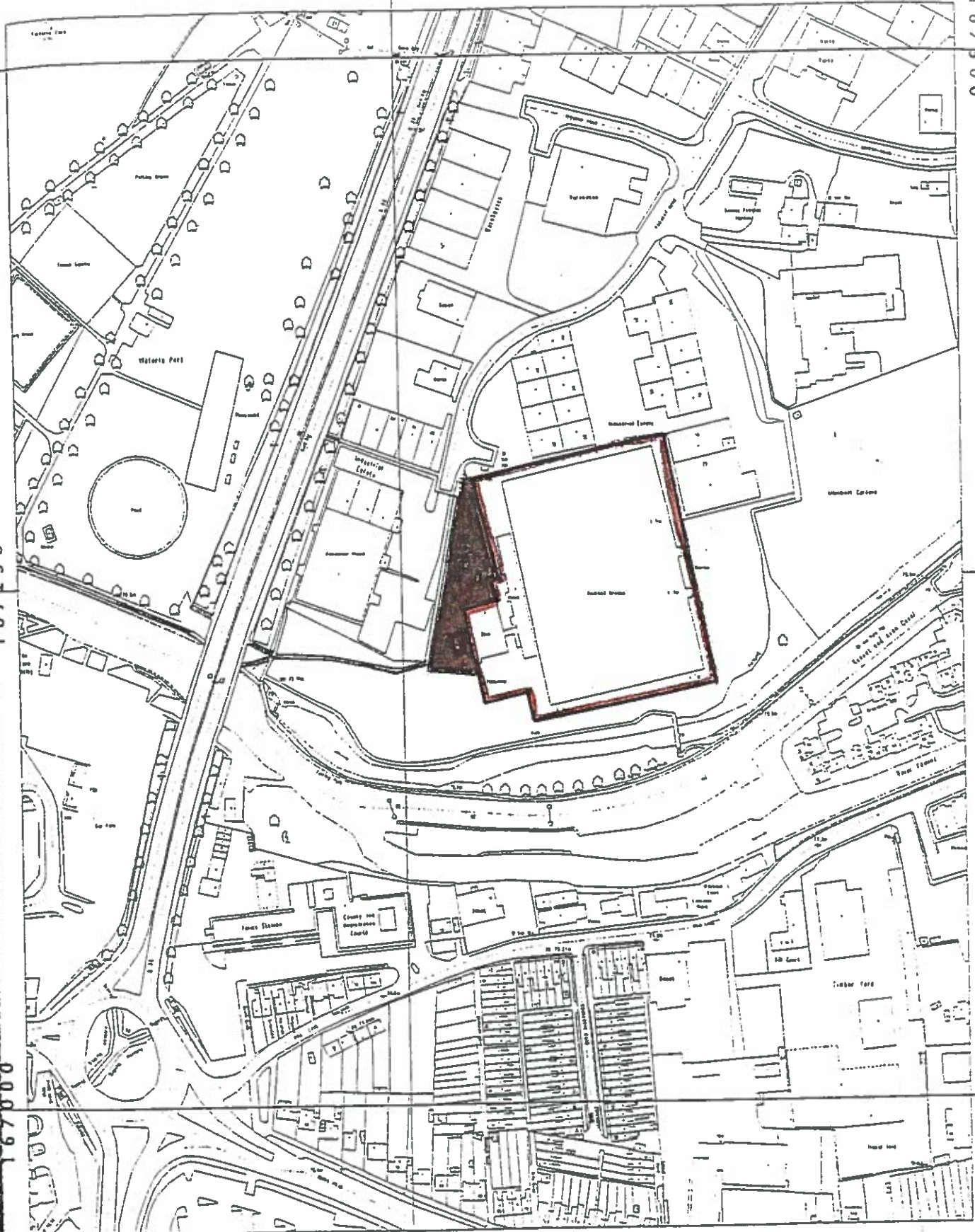
Scale 1: 2500

0 25 50 75 100

Metres

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Newbury District Council LA 078 697

NEWBURY FOOTBALL CLUB





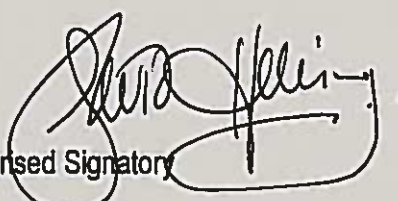
IN WITNESS whereof the parties have executed this document as a deed the day and year first  
before written

SIGNED by )

WEST BERKSHIRE DISTRICT COUNCIL )

in the presence of:- )

Authorised Signatory



Signature of witness: Onll

Name: P D MARKEN

Address: W BDC, COUNCIL OFFICE, MARKET ST. NEWBURY

Occupation: SUPPORT SERVICES ASSISTANT

SIGNED by T. M SKELLY )

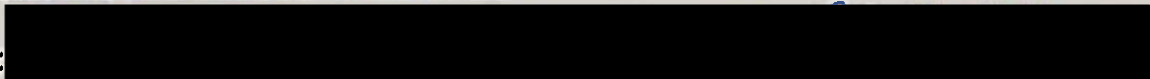
THE OLD LONDON APPRENTICE NEWBURY )

FOOTBALL CLUB in the presence of:- )



Signature of witness: KB Moss

Name: KEITH BRIAN MOSS

Address: 

Occupation: RETIRED

DATED *2nd August* 2006

**WEST BERKSHIRE DISTRICT COUNCIL (1)**

- to -

**THE OLD LONDON APPRENTICE NEWBURY  
FOOTBALL CLUB (2)**

**LICENCE**  
in respect of Licence to Undertake  
Works to Newbury Football Ground  
Newbury  
Berkshire

File Ref: L110060