

**LICENCE AGREEMENT FOR USE OF SPORTS FACILITIES ON
GARDINER RECREATION GROUND**

THIS AGREEMENT is made on the day of November 2024

BETWEEN:

1) Goring-on-Thames Parish Council, Old School Room, Station Road, Goring,
Reading, RG8 9LU

2) Goring Gap Croquet and Bowls Club

Hereinafter referred to as the 'Parties'

WHEREAS:

Goring-on-Thames Parish Council grants a temporary licence for Goring Gap Croquet and Bowls Club to use the Facilities (in common with others authorised by it insofar as this is not inconsistent with the permission hereby given) in accordance with the terms agreed and set out below.

Definitions

“Authorised Member” means a member of Goring-on-Thames Parish Council with authority to enter into this Agreement and bind Goring-on-Thames Parish Council. This being the Parish Clerk.

“The Council” means Goring-on-Thames Parish Council

“Facilities” means:

The croquet/bowls Green at Gardiner Recreation Ground;
The Gardiner pavilion’s shared changing and toilet facilities;
The Gardiner pavilion’s shared kitchen and clubroom;
The Gardiner pavilion’s shared storage facility for items as agreed with the Authorised Member.

“The Licensee” means Goring Gap Croquet and Bowls Club

“Location map” means the map attached to this agreement.

“Term” means the length of the licence which is 1 year from 1st April 2024, with an option to renew annually.

Agreement

1. The Parties will enter into the Agreement from the date hereof.
2. The Council permits the Licensee to use the Facilities for the duration of the term for the purposes set out below.
3. The Agreement constitutes a licence for the temporary use of the Facilities and shall not confer on the Licensee any security of tenure within the contemplation of statute or otherwise.
4. The Licensee shall not sub-let from this licence the whole or any part of the Facilities unless with prior written authorisation from the Authorised Member for the Council.
5. The Licensee agrees to return the Facilities to the Council upon the expiry of each period of use specified in Clause 8 below and at the expiry of the Term.
6. An annual meeting between the Council and the Licensee will be held to enable any issues to be raised.

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Use of Facilities

7. The Licensee shall use the Facilities for the purposes of matches, maintenance, friendlies, practise, education, or club meetings.
8. The Facilities shall only be used by the Licensee as specified in Table 1 (any additional use can only be given by written authorisation from the Authorised Member at the Council):

Table 1.

i. Green	Potential usage from 7am to 10pm Monday to Sunday throughout the year, but not to preclude usage by others - see clause 21. Watering for Green maintenance may continue at other times.
ii. Pavilion changing rooms, toilet and kitchen	Use of two changing rooms, one for each sex. Use of showers, toilet, kitchen and clubroom.
iii. Pavilion storage facility	Storage of one Masport Olympic Golf 50cm 10 blade cylinder mower.
iv Pavilion storage location to be agreed	Croquet: Mallets (up to 12) up to 36" high, Hoops (12) heavy with long spikes, centre posts (2), balls (4 sets), buckets (2), oddments. Bowls: Woods (6 sets), buckets (3), pushers (2). Maintenance: Strimmer (battery), Blower (battery), broom, lawn rake, shovel, lawn swisher (8' pole), grass seed etc

9. Whilst using the Facilities the Licensee shall not cause (or allow others to cause) nuisance or annoyance to any other persons using the Facilities and/or nearby residents.
10. Whilst using the Facilities the Licensee shall not cause (or allow others to cause) vehicles dropping off, or collecting, players and/or spectators to cause obstruction to other road users, and to this end shall provide one or more traffic marshals to mitigate any such problems when a large attendance is expected.
11. Whilst using the Facilities the Licensee shall not cause (or allow others to cause) the parked vehicles of players and/or spectators to obstruct highways or pavements or impede access to properties of nearby residents, and to this end shall provide one or more traffic marshals to mitigate significant parking issues when a large attendance is expected.
12. There will be no smoking in the Pavilion, or within the boundary to the Green.
13. Children and young people under the age of 18 must be supervised.
14. The Licensee shall take reasonable steps to ensure the Facilities are left clean and tidy and litter free after use.
15. Appropriate regular maintenance of the Pavilion shall be undertaken by the Council.
16. The Council shall be responsible for weekly cleaning of the Pavilion, for insuring the Facilities and ensuring appropriate Health and Safety procedures are in place (eg regular Legionella testing, fire and smoke alarms, fire drills etc), and that the Licensee are made aware of such procedures.
17. Grass cutting and maintenance to improve the playing surface will be the responsibility of the Licensee.
18. The Council will maintain the fixed boundary of the Green (wire fence on two sides, low wooden fence on two sides), its trees overhanging the ground, and the paved areas within the boundary.
19. The Licensee will be the primary croquet/bowls user of the Facilities, although they will be available for booking by other croquet/bowls clubs. the Licensee, as the primary user in the croquet/bowls season will have precedence in terms of advance bookings over other hirers. For the purpose of protecting the quality of the Green the Council will ensure that certain conditions (to be proposed by the Licensee) are included in any agreement with other clubs.
20. The Licensee may erect signage forbidding those without suitable footwear from walking on the Green.
21. The Licensee shall provide an online means for others to book to use the Green.
22. Before 1 May each year the Licensee will provide evidence of the number of members and of measures taken to improve diversity as per the Equalities Act 2010 together with evidence of measures taken to promote accessibility.

Changes to Facilities

23. Should the relevant sport's governing body require modifications to the Facilities to meet particular standards (eg to play in a different league) the Council will work with the Licensee to attempt to reach those standards subject to available budget.

Payment

24. The Licensee agrees to pay the Council the annual hire charge in accordance with the Council's current scale of charges (reviewed annually). Unless payment by instalment has been agreed in advance, all hire fees shall be paid in full by 30 September each year.
25. The Licensee agrees to pay the cost of the metered water used on its ground, the water bills being split with the Cricket Club in a proportion agreed between them. If no agreement can be made the Council will decide on the allocation based on submissions from both clubs
26. Any additional sublets must be agreed with the Authorised Member for the Council prior to the event and invoiced accordingly.

Damage

27. The Licensee must immediately report by email to the Authorised Member for the Council, any new material disrepair or defect in respect of the Facilities, fixture or fittings, thereon/therein and/or any articles of equipment used belonging to the Council arising from Licensee usage.
28. At the conclusion of each period of use, the Licensee must ensure that the Facilities are left in a clean, tidy state and condition.
29. At the conclusion of each playing season, the Licensee must ensure that any material or equipment stored in the pavilion, including its storage facility, is stored compactly to give maximum space to those using the pavilion outside of the bowls/croquet playing seasons.
30. The Licensee will be liable to the Council for any damage and/or breakages and/or loss caused to the Facilities or its contents and equipment by the Licensee's usage during the Term. The Licensee agrees to indemnify the Council for such damage upon demand, the cost of such damage to be assessed by a loss adjuster or surveyor if not agreed, with their decision being final and binding.

Safety

31. Fire doors are indicated by green escape signs. All fire doors located in and around the Facilities shall be left clear at all times, free from any obstructions. Fire doors must only be used in cases of emergency.
32. The Licensee shall bring first aid kits to the Facilities during every period of use.
33. The Council will provide a Facility Emergency Action Plan to the Licensee to follow in the case of emergencies and the Licensee shall report any emergencies to the Authorised Member as soon as is practicable.

Indemnity/liability

34. Throughout the duration of the Term the Licensee must keep in force a policy/policies of insurance to cover its members, agents, representatives and any other persons connected with the Licensee, for all potential claims arising from the use of the Facilities (including bodily injury and damage to property). the Licensee must provide up to date copies of such insurance policies to the Council at the start of every season.
35. The Licensee must not omit or do anything which could cause any insurance policy in relation to the Facilities to become wholly or partially void or do or omit anything by reason of which additional insurance premiums may become payable.
36. The Council will not be responsible for the loss of / damage to any personal property at the Facilities.
37. The Council will only be responsible for the loss of / damage to the Licensee's property at the Facilities if caused by a break in or by the Council's negligence.
38. It is the responsibility of the Licensee to ensure that all persons connected with the Licensee using the Facilities, vacate the Facilities at the end of the periods of use set out in clause 8, switching off light and appliances and ensuring doors are shut and secured.
39. The Licensee must comply in all respects with any rules, regulations and legal requirements applicable to the Facilities or the exercise of this Agreement, and must use all endeavours to ensure that all persons connected with the Licensee comply with the same.

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40. The Council does not accept any responsibility or liability for any unforeseen situations or circumstances which might be contemplated by the expression 'force majeure'.
41. In the event of the Facilities being rendered unfit for use by the Licensee, the Council shall be under no liability for any resulting loss whatsoever. The Council will endeavour to give reasonable advance notice insofar as is practically possible, and will make a proportionate refund of fees

Re-entry

42. The Council and its agents at all reasonable times upon giving reasonable notice (except in emergencies), reserve the right to attend the Facilities for the purpose of cleaning, repairing, maintaining the Facilities, or for compliance with any obligation set out in these terms and conditions.

Breach

43. In case of a material breach of any of the terms of the agreement the Council will consult with the Licensee to endeavour to resolve the issue in a mutually acceptable manner, but the Council shall be entitled to immediately terminate the agreement and recover possession of the facilities.
44. The Council reserves the right to temporarily or permanently exclude from the Facilities any individual persons connected with the Licensee in the event of their breach of the terms of the Agreement.

Termination

45. The Licensee shall have the right to terminate the Agreement before the expiry of the Term, subject to giving at least three months written notice.

Rights of Third Parties

46. A person who is not a party to the Agreement has no right to enforce any term of this agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this agreement.

Appendix P

Location Map



Appendix P

By signing this Agreement you are stating that you have read, understood and agree to the terms contained herein.

Signed on behalf of Goring-on-Thames Parish Council by Sarah Edmunds, Parish Clerk

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In the presence of:

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Signature of Witness.

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Name of Witness

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Address of Witness

Signed on behalf of Goring Gap Croquet and Bowls Club by

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In the presence of:

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Signature of Witness.

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Name of Witness

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Address of Witness
