THIS AGREEMENT is made on [*date*]

**PARTIES**

1. **HATFIELD TOWN COUNCIL** of Birchwood Leisure Centre, Longmead, Hatfield Hertfordshire AL10 0AN (**Owner**) and
2. (1)

THE PARTIES AGREE:

1. **Definitions and interpretation**

**Definitions**

In this Agreement:

**Accessways**

means the roads, paths, entrance halls, corridors, lifts and staircases of the Building the use of which is reasonably required to enter and exit the Premises;

**Building**

means the land and buildings at Roe Hill Hall, Briars Lane, Hatfield, Herts AL10 8EY shown for the purpose of identification only edged green on the plan attached to this Agreement;

**Designated Hours**

means 8:30 to 16:00 on Mondays to Fridays inclusive, bank and other public holidays excepted, or such other hours as the Owner from time to time in his absolute discretion determines on notice to the Licensee;

**Insurance Policy**

means the Owner’s insurance policy in relation to the Building, a summary of the risks covered by and details of the insurer’s requirements under which are attached to this Agreement;

**Licence Fee**

means [*£*] a month;

**Licence Period**

means the period commencing on 2 September 2021 and ending on 31 May 2024

**Premises**

means the part of the Building shown **[**for the purpose of identification only edged red on the plan attached to this Agreement;

**VAT**

means value added tax or any other tax of a similar nature3.

**Interpretation**

Where the Owner or the Licensee consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those persons jointly and severally.

Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.

References to losses are references to liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings.

The clause headings do not form part of this Agreement and shall be ignored in its interpretation.

Any reference in this Agreement to a clause or paragraph without further designation is to be construed as a reference to the clause or paragraph of this Agreement so numbered.

**[6]**

1. **Nature of the agreement**

This Agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties.

The permission granted by this Agreement is personal to the Licensee.

1. **Licence to occupy**
2. The Owner gives the Licensee the right, for the Licence Period on payment of the Licence Fee and on the terms of this Agreement and during the Designated Hours, in common with the Owner and all others authorised by the Owner so far as is not inconsistent with the rights given, to use the Premises and the Accessways for entering and exiting the Premises and the use of the fields and halls including changing rooms for the purposes of running a football academy.
3. **Payment**

The Licensee must pay to the Owner:

the Licence Fee (together with any VAT) in advance on the first day of each month, 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

on demand a fair and reasonable proportion (together with any VAT), apportioned in respect of the Licence Period on a day-to-day basis, of all rates, water and sewerage charges incurred and all gas and electricity and telecommunications, internet, data communications and other services consumed on or supplied in respect of the Building; and

a deposit of [*£1,000*] before taking occupation which the Owner must return on vacation of the Premises by the Licensee at the determination of this Agreement subject to deduction of a reasonable amount to compensate the Owner for any damage or loss occurring through breach of this Agreement.

1. **Licensee’s obligations**

The Licensee must:

5.1 not bring any furniture, equipment or other goods or belongings onto the Building without the consent of the Owner except as is necessary for the exercise of the rights given in clause 3;

5.2 keep the Premises clean and tidy and clear of rubbish and leave them in a clean and tidy condition and free of the Licensee’s furniture, equipment or other goods or belongings at the end of the Licence Period;

5.3 not make any alterations or additions to the Premises;

5.4 not use the Premises as sleeping accommodation;

5.5 not obstruct the Accessways, or make them dirty or untidy, or leave any rubbish on them;

5.6 not use the Premises or the Accessways in such a way as to cause any damage to the Building or adjoining or neighbouring property or any nuisance, damage, disturbance, annoyance, inconvenience or interference to any other occupiers of the Building or to the owners, occupiers or users of any adjoining or neighbouring property;

5.7 not do or permit any act constituting a breach of a statutory requirement or that would invalidate or increase the premium payable under the Insurance Policy;

5.8 indemnify the Owner against any losses resulting from the exercise of the Licensee’s rights or any breach of the Licensee’s obligations under this Agreement;

5.9 not in any way impede the Owner (or those representing him) in the exercise of his rights of possession and control of the Premises;

5.10 not display any signs or notices at the Premises without the prior written consent of the Owner;

5.11 observe any rules and regulations the Owner makes and notifies to the Licensee from time to time, governing the Licensee’s use of the Premises or the Accessways;

5.12 observe any rules and regulations of the Football Association and to comply with the safeguarding policies of the Football Association at all times; and

5.13 supply the Owner with a copy of the Licensee’s safeguarding policy upon request by the Owner;

5.14 pay to the Owner all costs and expenses of professional advisers and agents (including any VAT) incurred by the Owner in connection with the preparation, negotiation and completion of this Agreement.

**[7]**

1. **Termination**

The rights granted by clause 3 will determine immediately:

on notice to that effect given by the Owner to the Licensee if any of the sums referred to in clause 4 are not paid on the day they become due or if the Licensee is in material breach of any of the other terms of this Agreement; or

if the Premises become incapable of use for the purposes specified in clause 3 because of damage or destruction to the Building unless that damage or destruction has been caused by the Licensee or someone for whom he is responsible; or

on the Licensee, being an individual, becoming subject to a bankruptcy order; or

on the Licensee, being a company or limited liability partnership or other form of partnership, entering into liquidation—but not if the liquidation is for amalgamation or reconstruction of a solvent entity—or having a receiver appointed over all or any part of its assets or, where appropriate, being struck off the register; or

on the Licensee entering into or making a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors9; or

on the Licensee becoming subject to any procedure for the taking of control of his goods by another;

* 1. on the Licensee becoming subject to any disciplinary sanctions from the Football Association.
1. **General**

All notices given by either party under the terms of this Agreement must be in writing and are to be sufficiently served if delivered by hand or sent by first class post properly stamped and correctly addressed to the other party at his registered office or, if an individual, at his last known address and, if sent by post, unless returned undelivered, will be deemed to have been served within 2 working days after posting whether or not in fact received.

If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

The Owner and the Licensee agree that this Agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 199910.

**EXECUTED AS A DEED** by the parties on the date above written

The Common seal of **HATFIELD TOWN COUNCIL**

Was hereunto affixed in the presence of:

Town Clerk

Signed as a deed by

In the presence of:

Executed as a deed by

acting by [a director and its secretary] [ two directors]

[*annex plan and summary of owner’s insurance cover*]