



Gamesley Community Group CIO

07425 223678 

Helen@the-bureau.org.uk 

www.Gamesleycommunitygroup.org 

GAMESLEY COMMUNITY CENTRE - SPORTS GROUND LICENCE

THIS LICENCE is made **BETWEEN:**

(1) **The Gamesley Community Group**, a Charitable Incorporated Organisation, whose registered address is: 24 Wessington Bank, Gamesley, Derbyshire SK13 OA, and registered with The Charity Commission, registration number: 1208809 (hereinafter known as the 'Licensor') and

(2) **the person(s) or organisation entering into this licence** (known as the 'Licensee')

Definitions and Interpretations

In this licence, except where the context otherwise requires, the following terms shall have the following meanings.

Grant of licence

The Licensor permits the Licensee to use the Premises for the Licence Period for the Permitted Use.

Either party can end this licence at any time by giving the other at least 1 months' notice taking effect at the end of a month.

The Licensor may determine this Licence at any time with immediate effect by giving the Licensee notice to that effect if the Licensee is in breach of any of its obligations in clause 3.

This licence is personal to the Licensee and may not be transferred.

The Licensee shall pay the Licence Fee (and value added tax) in respect of it in advance and without any deduction set off or counterclaim:

The full amount due for the Licence period on the date of this Licence.

OR

On receipt of an invoice, shall pay a proportionate part of the Licence Fee in respect of the period from and including the first day of the Licence Period to and including the last day of the current month.

The Licensee shall not do or permit or suffer to be done any of the following:

- use the Premises otherwise than for the Permitted Use,
- use the Premises outside the Permitted Hours or otherwise than on the Permitted Days.
- share occupation of the Premises or any part of them.
- make any alteration or addition to the Premises.
- put any signs at the Premises without the prior written consent of the Licensor.
- cause any nuisance or annoyance to the Licensor or to the owners or occupiers of any neighbouring premises.

The Licensee shall:

- comply with the Licensor's terms and conditions of hire, and its hire policy both of which can be found at www.gamesleycommunitygroup.org. If there is any conflict between these terms and those in the Licensor's terms and conditions of hire and its hire policy, then the terms herein shall prevail.
- not use the Premises for any unlawful purposes.
- keep the Premises clean and tidy and make good any damage caused
- ensure all players, coaches, and spectators use the facilities responsibly and respectfully
- be aged 18 or over and accept responsibility for the behaviour and safety of all participants and spectators
- ensure that no vehicles, bikes, glass bottles, BBQs, fireworks or similar items are permitted on or around the pitch
- ensure appropriate footwear is used for the pitches (and ensure no studded boots are worn inside the community centre)

If the Licence Fee is unpaid for more than 7 days (whether formally demanded or not) the Licensee must on demand pay interest at the rate of 5% per annum above the base rate for the time being of Barclays Bank plc calculated on a daily basis on the amount unpaid or refused from the due date until the date on which payment is made.

The Licensee shall obtain maintain and renew any licence or registration which is required in connection with the Licensee's use of the Premises and shall comply with the terms and conditions of the licence or registration and all laws and regulations relevant to the Licensee's use of the Premises.

The Licensee shall insure for an adequate sum against liability incurred as occupier of the Premises to anyone entering the Premises and shall produce to the Licensor on demand evidence of the terms of the policy and payment of the premium.

Cancellations and pitch conditions

The Licensor will inspect the pitch 12 hours (minimum) before the booking to assess suitability of play. If the pitch is deemed unplayable due to waterlogging, ice, or other safety concerns, the Licensor reserves the right to cancel or postpone the booking.

Where cancellation is due to pitch conditions, a full refund or rebooking will be offered.

Licensees wishing to cancel a booking must give at least 48 hours' notice. Refunds will not be given for late cancellations.

Liability and insurance

The Licensee is responsible for ensuring that all participants are fit to play.

The Licensee is advised to hold appropriate insurance.

The Licensor accepts no liability for injury to participants or spectators, except where caused by negligence.

Licensor's covenants

The Licensor shall allow the Licensee (and its employees and visitors) access to and egress from the Premises over the Licensor's adjoining premises (if applicable).

The Licensor may provide further services and such other services as it considers appropriate and the cost of any such services shall be included in the Licence Fee.

General

The parties agree that a person who is not a party to this licence has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this licence.

All notices given under this licence must be in writing and for the purpose of service the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 are incorporated in this licence.