

**THIS LICENCE** is dated the **31<sup>st</sup> of March 2019** and is made **BETWEEN:**

(1) **Weir Quay Community Watersports Hub Club Limited** (hereinafter known as the 'Hub Club') a private company limited by guarantee, registered number 7455596, Regd. Charity No. 114295, whose registered office is at Hunter's Oak, Trendle Lane, Yelverton, Devon, PL20 7HT and

(2) **The Tamar and Tavy Gig Club** whose office is at Weir Quay, PL20 7BS (hereinafter known as the 'Club')

<b>Background (A) Primary Use</b>	<p>The Hub Club is the freeholder and has the rights to use and licence the use of land located at Weir Quay as shown in the attached Plan.</p> <p>By entering into this licence the Club acknowledges and accepts that the primary uses of the land subject to this licence are, access, recreation &amp; education. The Club accepts that no warranty or guarantee is given as to the level, quality, quantity or fitness for use of the land that is the subject of this licence.</p>
<b>Background (B) Health and Safety</b>	<p>The health, safety and security of all persons present on land over which Hub Club Limited has rights is of fundamental importance.</p> <p>By entering into this licence the Club acknowledges and accepts this fundamental importance and agrees that such concerns may take precedence over the subject matter of this licence.</p>
<b>Background (C)</b>	<p>The Club has represented itself to the Hub Club as competent at carrying out the activities that are the subject matter of this licence and the Hub Club grants this licence in reliance on that understanding.</p>
<b>Background (D) Guiding Principles</b>	<p>It is the intent of the Hub Club to devolve as much management responsibility as is reasonably practicable to the Clubs.</p> <p>This licence provides a framework for the Clubs to jointly manage the Premises.</p>

## 1. Definitions and Interpretations

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

<b>'Contact Details'</b>	<p>Contact for the <b>Hub Club</b> is:</p> <p>Mr Graham Reed, Hunter's Oak, Trendle Lane, Yelverton, Devon, PL20 7HT</p> <p>The primary point of contact for the <b>Club</b> is:</p> <p>Dr David Egerton, Little Lanhargy House, Bray Shop, Cornwall, PL17 8QJ</p> <p>And any change to these details shall be notified in writing without delay.</p>
<b>'Clubs'</b>	<p>Means those clubs licenced by the Hub Club to use the premises.</p>

<b>'Facilities Management Team'</b>	Means those individuals nominated by the Clubs having responsibility for the operations, maintenance and repair of the Premises within the delegated annual budget.
<b>'Fabric'</b>	Means the sub surface of the land including connecting services, the building envelope including doors and window openings, fixed wiring and plumbing.
<b>'Licence Fee'</b>	Means the fees set out in <b>Schedule 1, Part 1</b> , payable as there set out.
<b>'Licence Period'</b>	Means from and including the <b>31st day of March 2019</b> until this licence is terminated in accordance with Clause 2.
<b>'Permitted Use'</b>	The primary uses of the land and buildings subject to this licence are access, recreation & education. This includes the use of that part of the site set aside for boat storage. It includes the use of the boathouse and ergo room and ancillary facilities for the convenience of the Club its members and guests in co-operation with other Clubs.
<b>'Plan'</b>	Means the plan attached to this agreement; <b>Schedule 2 the plan</b>
<b>'Premises'</b>	Means the land shown in the Plan, including parking area, boathouse.
<b>'Primary Use'</b>	see Background (A) above.

The Schedules to this licence form part of this licence.

## **Grant of licence**

1. In consideration of the fee and the obligations on the part of the Club, the Hub Club permits the Club to use the Premises for the Permitted Use for the Licence Period.
2. Use by the Club is limited to members or guests of the Club.
3. The Club can end this licence at any time by giving the Hub Club at least 6 months' notice in writing.
4. This licence may only be amended with the consent of the Hub Club and the Club.
5. The Hub Club may determine this licence at any time with immediate effect by giving the Club notice to that effect if the Club is in repeated and serious breach of any of its obligations in Clause 2 or if the Club becomes insolvent or ceases to trade.
6. This licence is personal to the Club and may not be transferred or sub-licensed.

## **2. Club obligations**

### **Fees and other payments**

1. The Club shall pay the Licence Fee in accordance with the provisions of **Schedule 1, Part 1** without any deduction set off or counterclaim.
2. The annual Licence Fee shall fall due on the first anniversary of the date of the signing and implementation of this licence and on every anniversary thereafter.
3. If the Licence Fee is unpaid for more than one month (whether formally demanded or not) the Club must on demand pay interest at the rate of 2 per cent per annum above the base rate for the time being of Barclays Bank plc calculated on a daily basis on the amount unpaid from the due date until the date on which payment is made.

**Use**

4. The Club shall work cooperatively with other Clubs by forming an appropriate agreement between themselves.
5. The Club will provide sufficient nominated members to form a joint Facilities Management Team with other Clubs; they will manage general repairs, maintenance and appropriate health and safety checks on behalf of, and at the cost of the Hub Club within the budget as delegated by the Hub Club (the delegated budget).
6. The Facilities Management Team shall nominate a single point of contact for members of the Clubs and nominate an individual to report on budget, operational and H&S issues to the Hub Club. Responsibilities of the Facilities Management Team are set out in **Schedule 1 Part 2**.
7. The Club will manage and control the ergo room in the Premises but not unreasonably restrict access by members of the Clubs.
8. The Club shall not do or permit or suffer to be done any of the following:
  1. use the Premises other than for the Permitted Use;
  2. make any alteration or addition to the Fabric of the Premises without prior written consent of the Hub Club;
  3. put up any external permanent signage on the Premises without the prior written consent of the Hub Club;
  4. cause any nuisance or annoyance to the Hub Club, other users of the Premises or to the owners or occupiers of any neighbouring premises; in particular noise will be kept to a minimum;
  5. conduct its operations such that they are a threat to the safety of, or detrimental to the conduct of operations by, other Clubs;
  6. littering;
  7. pollution of water or land; and
  8. store Highly Flammable Liquids inside or adjacent to the boat house.
9. The Club shall keep the Premises clean and tidy and shall at the Hub Club option make good any damage caused or pay compensation for any damage caused to the Premises.
10. Fixtures and fittings installed on the Premises by the Club shall be maintained in a safe condition by the Club and its own cost.
11. The Club shall conduct its activities so as not to interfere with the activities of other member Clubs and show due respect to the belongings of members of the Clubs.
12. The Club shall not leave the Premises unsecured when not in use.
13. The Club and its members and guests will observe no smoking areas.

**Insurance, licences etc.**

14. The Club will take out and keep in force adequate insurance cover with an insurance company of repute against all claims arising from this licence and shall produce to the Hub Club on request a copy of the policy.
15. Following the termination of this licence for any reason the Club shall retain copies of all insurance policies covering the term of this licence for a period of 3 years from the date of termination and shall provide them to the Hub Club on request.
16. The Club and its members and guests must at all times comply with the operational and safety regulations or recommendations of its applicable national governing or authorising body.
17. The Club shall obtain maintain and renew any licence or registration which is required in connection with the Club'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 Club's use of the Premises.
18. If alcohol is supplied at the Premises by the Club it must first obtain at its own cost the appropriate licence pursuant to the Licensing Act 2003 and shall provide copies of its form of application for such licence and the licence itself to the Hub Club on request.

**Risk assessments etc.**

19. The Club shall undertake risk assessments of all activities undertaken on the Premises by the Club and shall ensure that they are repeated, updated and renewed as necessary.
20. The Club shall on request produce copies of its risk assessments to the Hub Club.
21. Following the termination of this licence for any reason the Club shall retain copies of all risk assessments carried out during the term of this licence for a period of 3 years from the date of termination and shall provide them to the Hub Club on request.
22. The Club is responsible for ensuring that any of its electrical equipment used on the Premises is maintained in a safe condition, tested at appropriate intervals and shall produce records of such testing on request.

**Liaison between the Club and the Hub Club.**

23. The Club shall maintain close liaison with the Hub Club and shall notify it of the following events:
  1. any accidents or unusual incidents or occurrences on or near the Premises;
  2. any relevant communications with or investigations by any competent authority;
24. The Club shall, on request, produce and supply to the Hub Club records of usage from time to time in pursuant of its charitable aims and applications for funding.
25. The Club shall pass on any notices or other correspondence received at the Premises and addressed to the Hub Club or relevant to the Hub Club's interest in the Premises.
26. The Club shall allow the Hub Club (and all others authorised by the Hub Club) to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of this licence are being complied with and for any other purposes connected with the Hub Club's interest in the Premises.

**Indemnity**

27. The Club hereby indemnifies the Hub Club against any and all claims proceedings costs damages and expenses arising from or in connection with this licence and including injury to or death of any person or loss or damage to any property (whether arising before or after any termination of this licence) except to the extent that the same is proven to have been caused by the negligence of the Hub Club.

**Other matters**

28. The Club shall be responsible for all items that it stores on the Premises and shall ensure that such items are:
1. adequately insured; and
  2. stored neatly and in a safe manner and within areas agreed.
29. In the event of termination of this licence the Club shall vacate the Premises, remove all items belonging to it and return possession vacant to the Hub Club.

**3. Hub Club's obligations**

1. The Hub Club shall provide the following services, the costs of which are included in the Licence Fee
  1. payment of maintenance and service charges relating to the Premises (water, power, insurance and if applicable phone) rates and other building and ground fees as arising from time to time.
  2. maintain the Fabric of the Premises in a sound condition;
  3. improve the quality of facilities as funds allow;
  4. public liability and buildings / Premises insurance;
  5. corporate health and safety plan setting out responsibilities therein;
  6. delegated operational budget to the Facilities Management Team to fund ongoing maintenance work, including work on the Fabric and any services enjoyed by Clubs;
  7. site operation manual setting out the operation and maintenance of the Fabric of the Premises;
  8. shall undertake operations such that they are not a threat to the safety of, or detrimental to the use of the Premises by the Club;
  9. a risk assessment for the Premises;
  10. produce annual accounts and make them available to the Club;
  11. manage and maintain relevant agreements with other statutory authorities; and
  12. such other services as are appropriate.

**4. General**

1. The Hub Club is not liable to the Club or its members or guests for any injury damage loss or inconvenience (whether to persons or property) sustained as a result of entry by them onto the Premises, except to the extent that the same is sustained as a result of the negligence of Hub Club or its servants and agents.
2. Upon the termination of this licence for any reason:
  1. any sum owing by the club or Hub Club to the other under any of the provisions of this licence shall be immediately payable;

2. any provision of this licence which is expressed to continue in force after termination shall continue in full force and effect;
3. save in respect of accrued rights neither the Club or the Hub Club shall be under any further obligation to the other.
3. The Club and the Hub Club agree that this agreement constitutes a licence and that it is not intended to confer a lease or tenancy of the licenced Premises.
4. The Club and the Hub Club agree that this licence does not constitute a partnership between them.
5. This licence is subject to any public or private rights over the Premises.
6. The Club and the Hub Club 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.
7. This licence constitutes the entire agreement between the Club and the Hub Club.
8. All notices given under this licence must be in writing or by email.
9. English law shall apply to the whole of this licence. Clause headings of this licence shall not be taken into account in its construction.
10. The Club and Hub Club shall provide each other relevant copies of the minutes authorising the signing of this licence.

Signed by **Graham Reed** for and on behalf of Weir Quay Community Watersports Hub Club Limited, duly authorised.

\_\_\_\_\_ dated \_\_\_\_\_

Signed by **David Egerton** for and on behalf of the Tamar and Tavy Gig Club duly authorised by any committee member so authorised by their club.

\_\_\_\_\_ dated \_\_\_\_\_

## SCHEDULE 1

<b>Part 1, Annual Fee</b>	<ul style="list-style-type: none"> <li>• The Annual Fee means the licence fee payable at the start of the first year of this licence and at the start of each subsequent year as amended.</li> <li>• The Annual Fee for year one from 31/03/2019 to 30/03/2020 will be £2,083.33 plus VAT</li> <li>• Payment of the Annual Fee will be by BACS to the Hub Club and may be in full or in 12 equal instalments in advance due on the first day of each month.</li> <li>• VAT will be applied at the rate prevailing at the time</li> <li>• Amendments to the annual licence fee for the following year must be agreed in a minute at the Hub Club AGM and no later than 4 months prior to the start of the new licence year.</li> </ul>
<b>Part 2, Facilities Management Team</b>	<p>The responsibilities of the Facilities Management Team:</p> <ul style="list-style-type: none"> <li>• Maintain a boathouse first aid kit</li> <li>• A fire risk assessment and appropriate operational procedures and checks</li> <li>• A legionella assessment and appropriate operational procedures and checks</li> <li>• Tree safety management procedure</li> <li>• Premises Emergency Action Plan</li> <li>• COSHH procedures and safe operation</li> <li>• Emergency lighting checks</li> <li>• Risk assessments for use of the Premises</li> <li>• Keep the Premises in a clean safe condition including waste removal recycling and pest control</li> <li>• Grounds and habitat maintenance – hedges, grass cutting dinghy park etc.</li> <li>• Organise regular contract maintenance, repair or services such as septic tank emptying and waste removal</li> <li>• Appropriate tests and certifications for safe use of the Premises, for example but not limited to a 5 yearly fixed wiring test, portable appliance tests</li> <li>• Advise the Hub club of any significant risk or costs</li> <li>• Be a point of contact for all concerns arising from members in their use of the Premises</li> <li>• Provide robust means of allowing access to the Premises by members of the Clubs members and control of illegal entry</li> <li>• Maintain a Premises calendar to facilitate joint use of the Premises</li> <li>• Out of hours key holder response in an emergency</li> <li>• Organise appropriate work parties</li> <li>• Monitoring and reporting on spend against delegated budget</li> </ul> <p>And any other such duties deemed appropriate in pursuant of the Guiding Principles</p>

**SCHEDULE 2 – THE PLAN**