

DATED the 17<sup>th</sup> day of NOVEMBER 2015

(1) THE TRUSTEES OF BRYN RUGBY FOOTBALL CLUB

(2) THE TRUSTEES OF BRYN CRICKET CLUB

(3) BRYN RESIDENTS ACTION GROUP

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LICENCE

relating to

Part of the Playing Fields and Pavilion at Bryn Recreation  
Ground, Bryn, Port Talbot  
in the County Borough of Neath Port Talbot

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Mr. David Michael  
Head of Legal Services  
Neath Port Talbot County Borough Council  
Civic Centre  
Port Talbot  
SA13 1PJ

**WHEREBY IT IS AGREED** as follows

**1. Recital**

This Licence is supplemental to a lease of even date ('the Lease') made between Neath Port Talbot County Borough Council ('the Council') and the Licensor but deemed to be executed prior to this Licence whereby the Council demised to the Licensor for a term of twenty-five years from the date hereof ('the Term') ALL THAT piece or parcel of land containing by admeasurement 2.20 hectares or thereabouts comprising a playing field and pavilion at Bryn Recreation Ground, Bryn, Port Talbot which said piece or parcel of land is shown on the plan annexed to the said Lease and thereon edged in red ('the Premises')

**2. Licence to Use**

2.1 The Licensor in consideration of the grant of the Lease hereby licences and permits the Licensee to use such part of the Premises as it requires for the purposes of hosting the event known as the 'Beast of Bryn' for three consecutive days in each year of the Term such dates to be agreed between the parties or in the absence of agreement as determined and notified to the parties by the Council subject to the payment by the Licensee to the Licensor of a reasonable fee which in any event shall not exceed 110% of the standard charges set by the Landlord from time to time for the similar use for the landlords property

2.2 The various parts of the Premises shall be used substantially in accordance with the uses shown on the plan attached hereto

**3. Licence Period**

This Licence shall last for the duration of the Term created by the Lease subject to earlier termination by the Licensee in accordance with the provisions of clause 5 below

4. **Licencees Obligations**

- 4.1 The Licensee shall indemnify the Licensor against all costs expenses damages loss and injury of every description arising from the Licensee's acts omission or negligence and all liability of the Licensor in relation to third parties arising out of or in connection with any matter involving or relating to this Licence
- 4.2 The Licencee must effect and maintain such insurance in the sum of £10,000,000.00 in respect of the Licensee's liability to indemnify the Licensor under clause 4.1
- 4.1.1 ensure that all insurance must be effected in such insurance office or with such underwriters and through such agency as the Council from time to time by notice to the Licensee requires
- 4.1.2 comply with all requirements and recommendations of the insurers and not to do or omit to do anything that could cause any insurance policy effected in accordance with this Licence to become wholly or partly void or voidable
- 4.1.3 comply with all requirements and recommendations of the fire authority as to fire precautions relating to the Premises
- 4.1.4 immediately give notice to the Council and the Licensor of anything that might affect any insurance policy in effect in accordance with this Licence
- 4.1.5 produce to the Council and the Licensor on demand every insurance policy effected in accordance with this Licence and the receipt for the then current years premium, and if so required must supply the Council and the Licensor with a copy of every such policy
- 4.3 To provide properly appointed stewards to undertake the general management of the Premises at all times when the Premises is being used during the Licence Period
- 4.4 The Licencees must ensure that at the end of each period of use the Premises are cleaned and tidied
- 4.5 The Licencees must make good any damage caused to the Premises and reinstate it to a condition no worse than at the commencement of each period of use pursuant to this Licence
- 4.6 The Licensor shall take all such steps as are required under the Lease in order to ensure so far as is reasonably practicable that the Premises is accessible and in a fit and proper condition at such times as it is required for use by the Licensee under this Licence
5. The Licensee may by the giving of six months' notice in writing to the Licensor terminate this Licence at any time

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