

DATED the

28<sup>th</sup> day of November

2016

**NEATH PORT TALBOT COUNTY  
BOROUGH COUNCIL**

- to -

**BRYN RESIDENTS ACTION GROUP**

**LICENCE**

**relating to Bryn Recreation Ground  
Maesteg Road Bryn Port Talbot**

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

THIS LICENCE is made the 28<sup>th</sup> day of November 2016

**BETWEEN**

(1) 'The Licensor'

**NEATH PORT TALBOT COUNTY  
BOROUGH COUNCIL** of Civic  
Centre Port Talbot SA13 1PJ

(2) 'The Licensee'

**BRYN RESIDENTS ACTION  
GROUP** (a charitable incorporated  
organisation registered under number  
1158947) [REDACTED]  
[REDACTED]

**WHEREBY IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

In this Licence the following terms shall have the following meanings:-

- 1.1 'the Playground' means that part of the Bryn Recreation Ground Maesteg Road Bryn Port Talbot shown edged in red on the Plan
- 1.2 'the Licence Period' means the period of ten years commencing on the date of this Licence or until the licence is determined under Clause 7
- 1.3 'the Plan' means the plan annexed hereto
- 1.4 'the Equipment' means trim track play equipment, benches and removable goal posts
- 1.5 'the Works' means the works set out in the Schedule to this Licence

1.6 Words importing one gender include all other genders and words importing the singular include the plural and vice versa and words importing persons include bodies corporate

1.7 The clause sub-titles are not part of this Licence

## **2. Licence to Use**

In consideration of the obligations on the part of the Licensee herein contained the Licensor licences and permits the Licensee:

2.1 to place the Equipment in the Playground as indicated with a blue colouring on the Plan and thereafter to enter the Playground for the purpose of carrying out the works for the duration of the Licence Period

2.2 to obtain access to the Playground on foot and with any vehicles required to install the Equipment and carry out the Works over and along the accessway shown coloured green on the Plan

## **3. Licensee's Obligations**

The Licensee agrees with Licensor to observe and perform the following obligations:

3.1 To keep the Licensor indemnified against all costs expenses damage loss and injury of every description which may occur as a result of the use of the Playground under this Licence and which may affect the Licensor or other persons or their property and which may arise from or through the

exercise of the rights granted by this Licence or the non-observance of any obligations in this Licence however expressed or implied

- 3.2 To put in place and maintain a policy of public liability insurance in a sum of £5,000,000.00 in respect of each and every claim with an insurance company approved by the Licensor and shall produce to the Licensor the policy and receipt of the premium on demand
- 3.3 As soon as reasonably practicable to make good any damage caused to the Playground directly arising out of or resulting from the use of the Playground under this Licence
- 3.4 Not to use the Playground for any purpose other than for the purpose mentioned in Clause 2
- 3.5 To ensure that at the end of the Licence Period if requested to do so by the Licensor that the Equipment is removed from the Playground and that the Playground is left in a clean and tidy condition
- 3.6 Not to cause a nuisance annoyance disturbance or inconvenience to other users of the Park or to the owners or occupiers of adjacent or neighbouring premises PROVIDED THAT the proper and reasonable exercise of the rights granted by this Licence shall not be deemed to be a breach by of this clause
- 3.7 To comply with the requirements of any statute or regulation or any government department or other public or competent authority relating to the use permitted by this Licence

3.8 To carry out the Works in accordance with the Schedule throughout the Licence Period

**4. Right of Entry**

The Licensor retains possession of the Park and is entitled to enter it at any time PROVIDED THAT it does not interfere with the lawful exercise of the rights granted by Clause 2 of this Licence

**5. Transfer**

The Licence is personal to the Licensee and cannot be transferred

**6. Licensor as a Local Authority**

For the avoidance of doubt nothing contained or implied in this Licence shall prejudice or affect the Licensor's rights powers duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Licensor under all public and private statutes by-laws orders and regulations may be as fully and effectively exercised in relation to the Playground and otherwise as if it were not the owner of the Playground and this Licence has not been entered into by it

**7. THIS LICENCE may be determined as follows:-**

7.1 Forthwith by notice given by the Licensor if the Licensee shall have failed for a period of twenty-eight day to remedy any breach (whether capable of remedy or not) of any of the stipulations and

conditions herein contained after being required to remedy the same by notice in writing from the Licensor specifying the breach and requiring the same to be remedied

7.2 At any time by not less than 6 months' notice given by either the Licensor or the Licensee to the other party

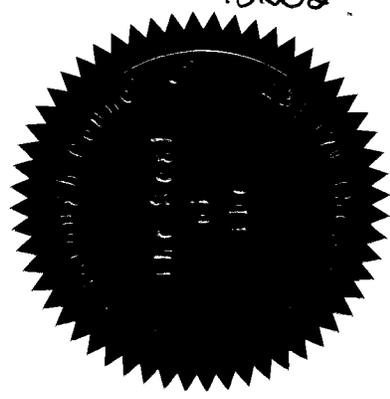
IN WITNESS whereof the Council has caused its common seal to be affixed and the Licensee has executed this Licence as his deed the day and year first before written

#### **THE SCHEDULE**

1. The Licensee shall undertake an annual ROSPA safety inspection in respect of the surface of the Playground and the Equipment and provide a copy of this report to the Licensor
2. The Licensee shall ensure that the Playground is clear of litter and debris
3. The Licensee shall carry out a weekly visual inspection of both the surface of the Playground and the Equipment . Each inspection shall be recorded and the information made available to Council on request
4. The Licensee shall ensure that the surface of the Playground meets the required safety standard at all time during the Licence Period

For the avoidance of doubt the Licensor will continue to cut the grass in the Playground at the Licensor's expense.

13662



THE COMMON SEAL OF )  
NEATH PORT TALBOT )  
COUNTY BOROUGH COUNCIL )  
was hereunto affixed in the presence of: )



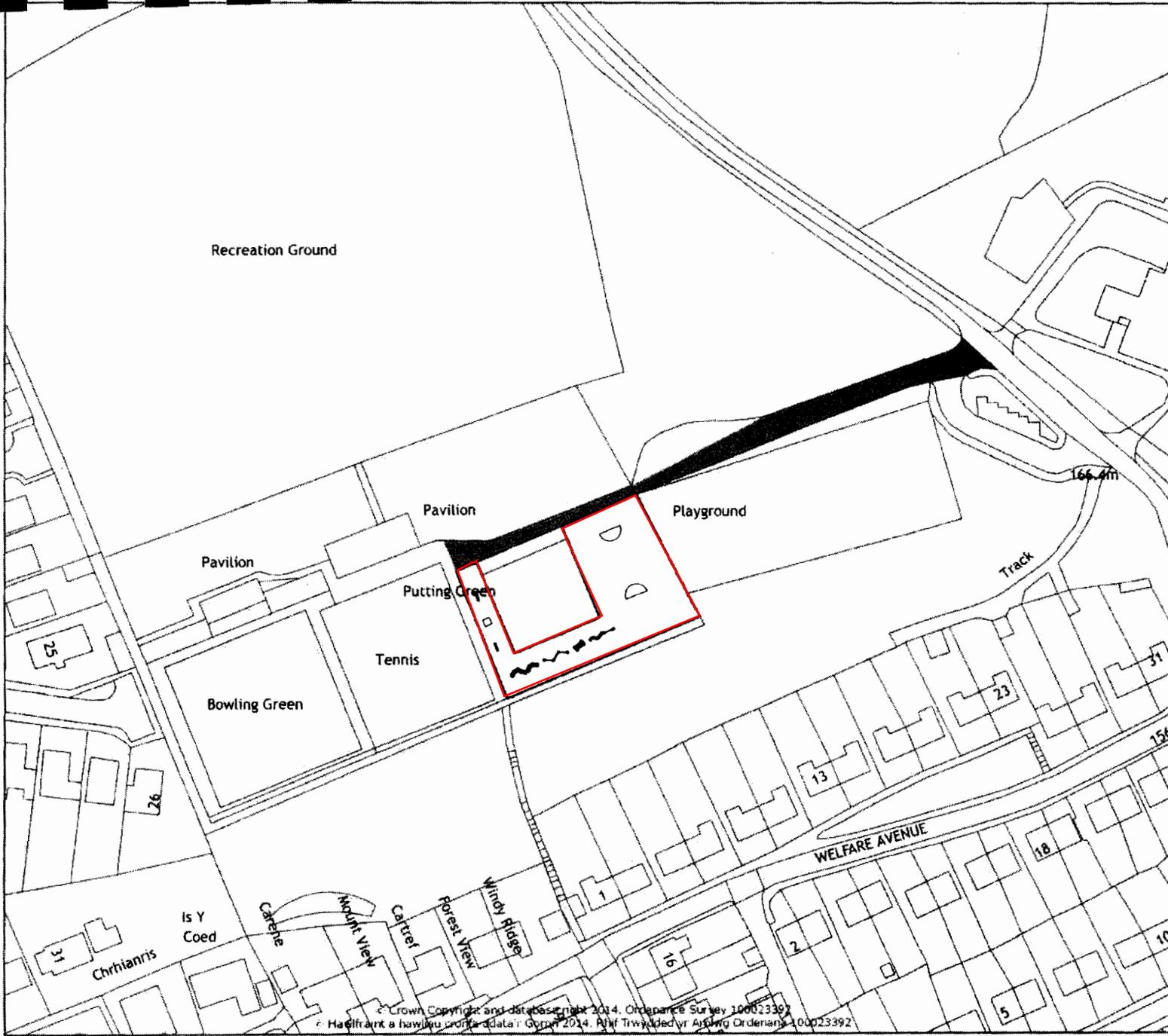
**EXECUTED AS A DEED**  
by **BRYN RESIDENTS ACTION**  
**GROUP** and signed by two trustees  
of the charity



) **Trustee**



**Trustee**



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NOTES

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*[Handwritten signature]*  
 OFFICER

 North Port Talbot  
 Castell-nedd Port Talbot  
Unit 10, The Quays, Brunel Way, Baglan Energy Park, Neath SA11 2GG

**PROPERTY & REGENERATION**  
 Gareth Nutt B.Sc. (hons), M.Sc, DMS, FRICS  
 Corporate Director of Environment  
 THE QUAYS, BRUNEL WAY, BAGLAN ENERGY PARK  
 NEATH SA11 2GG  
[www.npt.gov.uk](http://www.npt.gov.uk)

Project

Drawing Title  
 Play area at  
 Bryn Recreation Ground  
 Bryn

	Scales	A4 @ 1:1250
	Drawing No.	16-0790
	Rev.	