



Wigan[♥]
Council

Request

We would be grateful if you would forward copies of all agreements made by yourselves and Aspull bowling club so that we can understand the problem as the majority of bowling clubs can manage with one green.

Response

[Please see attached](#)

Dated 9th March 2015

The Wigan Borough Council (1)

and

Aspull Bowling Club (2)

**Licence to enter on land off Woods Rd Aspull
For use and maintenance of two Bowling Greens**

Property Division
Wigan Borough Council
Civic Centre
Wigan
WN1 1AZ
Ref:

THIS AGREEMENT is made the

day of

2014

BETWEEN:

(1) Wigan Borough Council of Town Hall, Library Street, Wigan, WN1 1YN ("the Council") (Licensor) and

(2) Aspull Bowling Club (Licensee)

NOW IT IS AGREED as follows:

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this agreement.

Designated Hours: Daylight Hours, 7 Days a week.

Licence Fee: £1

Licence Period: 12 months from the date of this Licence.

Maintenance: The Licensee is to adhere to the maintenance regime attached to this Licence (Appendix 2).

Necessary Consents: All planning permissions and other consents, licences, permissions, certificates, authorisations and approvals whether of a public, or private nature which shall be required by any competent authority for the Permitted Use.

Permitted Use: The Licensee to be allowed to enter onto the Property for the purpose of using and maintaining the Bowling Greens and ancillary areas.

Property: Land – shown edged-red on the attached plan.

1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3. A reference to a person includes an individual, corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.

1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5. References to clauses and schedules are to the clauses and schedules of this licence references to paragraphs are to paragraphs of the relevant schedule.

1.6. Any obligation in this agreement on a person to do any act or thing includes an obligation to procure that it be done and any obligation on the person not to do any act or thing includes an obligation not to allow that act or thing to be done

and to use its best endeavours to prevent such act or thing being done by a third party.

- 1.7. Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 1.8. Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.
- 1.9. Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

2. Background

- 2.1. The Council does not own the freehold interest in the Land edged-red on the attached plan (Appendix 1) as per the Bye Laws made 10th March 1902.
- 2.2. The Council has a management agreement over the Land edged red on the attached plan (Appendix 1) as per the Bye Laws made by The Urban District Council of Aspull dated 10th March 1902.
- 2.3. The Council has agreed that the Licensee may enter onto the Land edged red on the attached plan (Appendix 1) for the purpose of the Permitted Use.

3. Licence to Occupy

- 3.1. Subject to Clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use).
- 3.2. The Licensee acknowledges that:
 - (a) The Licensee shall occupy the Property as a Licensee and that no relationship of the landlord and tenant is created between the Licensor and the Licensee by this agreement.
 - (b) The Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property.
 - (c) The licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in Clause 3 may only be exercised by the Licensee and its employees.

4. Obligations of The Licensee

The Licensee agrees with the Council that it shall undertake to:

- 4.1. To pay the Licenser the Licence Fee if demanded.
- 4.2. To view and inspect the Property and to carry out any risk assessment that the Licensee deems necessary to determine that the Property is fit for the Permitted Use.
- 4.3. To keep the property clean, tidy and clear of rubbish and ensure proper Maintenance of the bowling green surface and areas in accordance with the Maintenance Schedule provided at Appendix 2.
- 4.4. Not to use the Property other than for the Permitted Use, in accordance with the method statement and risk assessments prepared.
- 4.5. Not to make any alterations or addition whatsoever to the property.
- 4.6. Not to do or permit to be done any thing which is illegal or which may be or become a nuisance (whether actionable or not), damage, cause annoyance, inconvenience, or disturbance to the Licenser or any owner or occupier of neighbouring property.
- 4.7. To observe any reasonable rules and regulations the Licenser makes and notifies to the Licensee from time to time governing the Licensees use of the property.
- 4.8. To make good any damage caused to the Land managed by the Council and leave the property in substantially the same state of repair as on the date of commencement.

5. Indemnity and insurance

- 5.1. The Licensee shall indemnify and keep indemnified the Council against: all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising from:
 - (a) this licence
 - (b) any breach of the Licensees undertakings contained in Clause 4
 - (c) the exercise of any rights given in Clause 3

6. No Warranties for use or Condition

- 6.1 The Licenser gives no warranty that the Property has the necessary consents for the Permitted Use.
- 6.2 The Licenser gives no warranty that the Property is physically fit for the Permitted Use specified in Clause 1.

7. Limitation of Liability of Licensor

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7.1. Subject to Clause 7.2 The Licensor is not liable for:

- (a) The death of, or injury to the Licensee, its employees, customers, or invitees to the property; or
- (b) damage to any property of the Licensee or that of the employees of the Licensee, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Licensee, or employees of the Licensee, customers or other invitees to the Property in exercise, or purported exercise of the rights granted by Clause 3

7.2. Nothing in Clause 7.1 shall limit or exclude liability of the Licensor for:

- (a) Death or personal injury or damage to property caused by the negligence on the part of the Licensor or its employees or agents; or
- (b) Any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. Contracts (Rights of Third Parties) Act 1999

The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

9. Governing Law and Jurisdiction

This agreement and any dispute or claim arising out of, or in connection with it, or its subject matter, or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this agreement, or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of this agreement.

Signed on behalf of the Council:
By:
Date:

Signed for and on behalf of Licensee:
By:
Date:

05/03/2015		Maintenance Regime Item list													
Short Description Only:	Ref:	1	2	3	4	5	6	7	8	9	10	11	12	13	Tot.
Regime: G - Grass Bowring Green (GR15A)															
C410304	Supply and apply fertiliser														2
C410110	Supply and apply water absorbing agents - Bowring Green Parks Standard														1
C421530	Supply and apply moss killer - Bowring Green														1
C421705	Return bowring green ditches to 100% weed free condition - Bowring Green														8
C435105	Cut grass to between 3-4mm and remove arisings - Bowring Green Parks														50
C437205	Cut grass to 5mm and remove arisings - Bowring Green Parks Standard														2
C437305	Cut grass to 6mm and remove arisings - Bowring Green Parks Standard														3
C441104	Trim lawn edge with long handle shears & remove														8
C445210	Scarfify - Lawn and remove arisings														1
C445308	Spike with hand machine														1
C447905	Supply approved material and top up bowring green ditches - Bowring Green Parks														1
C449405	Supply and apply approved top dressing material (100kg per 120m ²) - Bowring Green Parks Standard														1

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