

THE TRUSTEES OF THE WALBERSWICK
COMMON LANDS CHARITY

- and -

THE PARISH COUNCIL OF WALBERSWICK

L I C E N C E

NORTON, PESKETT & FORWARD,
SOLICITORS, LOWESTOFT.
(REF: DLA/AC)

This

L I C E N C E

is made the

fifteenth

July

One thousand nine hundred and eighty-two

B E T W E E N

THE TRUSTEES OF THE WALBERSWICK COMMON LANDS CHARITY (hereinafter called "the lords") of the one part and THE PARISH COUNCIL OF WALBERSWICK in the County of Suffolk (hereinafter called "the Tenant") of the other part

W H E R E A S the Tenant desires that the Landlords should grant it the hereinafter set forth on condition that the property the subject of such Licence be used for the purposes of a Sports and Recreation Field and the Landlords have agreed to grant this Licence so long as the conditions set forth in the Schedule hereto are fully performed

N O W THIS AGREEMENT W I T N E S S E T H as follows:

1. THE Landlords hereby grant unto the Tenant and all persons authorised by full and free right and liberty to use that portion of the land of the Walberswick Common Lands Charity which is for the purposes of identification shown on the plan annexed hereto and thereon edged with the colour red for use as a Sports and Recreation ground for the purposes of playing football cricket hockey netball or any other sport or recreation which shall from time to time be previously approved in writing by the Landlords

2. I N consideration of the Licence hereby granted the Tenant covenants with the Landlords and their successors in office as follows:

(1) To pay all legal costs and expenses reasonably incurred by the Landlords in the preparation and grant of this Licence

(2) To pay to the Landlords an acknowledgment rent of One Pound on the *1st* day of *August* in each year the first such payment to be made on the *1st* day of *August* *1982*

(3) Not to fence in or enclose the said land in any way

(4) Not to erect any building or structure whether of a permanent or temporary nature upon the land Any goal posts corner flag or the like shall be set

hereto are fully performed
NOW THIS AGREEMENT WITNESSETH as follows:

1. THE Landlords hereby grant unto the Tenant and all persons authorised full and free right and liberty to use that portion of the land of the Walberswick Common Lands Charity which is for the purposes of identification shown on the plan annexed hereto and thereon edged with the colour red for use as a Sports and Recreation ground for the purposes of playing football cricket hockey and any other sport or recreation which shall from time to time be previously approved in writing by the Landlords _____

2. IN consideration of the Licence hereby granted the Tenant covenants the Landlords and their successors in office as follows:

(1) To pay all legal costs and expenses reasonably incurred by the Landlords in the preparation and grant of this Licence _____

(2) To pay to the Landlords an acknowledgment rent of One Pound on the ^{1st} day of August in each year the first such payment to be made on the ^{1st} day of August 1982

(3) Not to fence in or enclose the said land in any way _____

(4) Not to erect any building or structure whether of a permanent nature upon the land Any goal posts corner flag or the like shall be set in a socket installed to the approval of the Landlords so that it shall not project above the level of the land _____

(5) To indemnify the Landlords and each of them and the property of the Walberswick Common Lands Charity from and against all actions proceedings and demands whatsoever which may arise or be brought against the Tenant or his successors in office in respect of any injury to any person or any deprivation of right of pasturage or passage which may arise by virtue of the user of the land in accordance with the terms of this Licence and for this purpose the Tenant shall re-imburse the Landlords the cost of maintaining an insurance in the Sun

Insurance Office or such other office as may be approved by the Landlords from time to time against all risks and all claims for injury to any person or to the health or chattels of any person The premium from time to time payable shall be re-
to the Landlords within thirty days after demand _____

(6) That the Tenant and all persons authorised by it to use the said land shall at all times hereafter observe and perform the conditions set forth in the Schedule hereto _____

3. SO long as the Tenant shall observe the covenants hereinbefore set forth the persons authorised by it to use the said land shall observe and perform the conditions set forth in the Schedule hereto this Licence shall remain in full force and effect for the period of Twenty years next following the date hereof Provided Always that if the Charity Commissioners shall so direct the Landlords shall have the right to terminate this Licence by twelve months' notice in writing and the Landlords shall have the right to terminate this Licence by three months' notice in writing if the said acknowledgment rent shall not be paid within twenty-one days after becoming due or if in the opinion of the majority of the Landlords (meaning persons from time to time holding the office of Trustees of the Walberswick Common Lands Charity) the Walberswick Parish Council for the purpose of which this Licence is granted shall cease to promote the regular playing of the games or recreation hereby contemplated Provided Always that nothing in this Licence contained shall operate to mean or imply any exclusive right of use of the said land by the Tenant or the persons authorised by it it being an express condition of this Licence that members of the public shall at all times enjoy rights of passage and rights of pasturage over the said land and all activities permitted by this Licence shall be carried on subject to such rights of passage and pasturage _____

4. THE expression "the Landlords" shall mean and include the Trustees for the time being of the Walberswick Common Lands Charity and the expression "the Tenant" shall include the members for the time being of the Walberswick Parish Council Any notice requiring to be served on the Landlords shall be sufficiently served if sent by registered post addressed to the Walberswick Common Lands Charity or the Charity Commissioners for England and Wales and any notice requiring to be served upon the Tenant shall be sufficiently served if sent by registered post to the Tenant for the time being of the Walberswick Parish Council at his or her last known address

conditions set forth in the Schedule hereto this Licence shall remain in full force and effect for the period of Twenty years next following the date hereof. Always that if the Charity Commissioners shall so direct the Landlords shall have the right to terminate this Licence by twelve months' notice in writing. Landlords shall have the right to terminate this Licence by three months' notice in writing if the said acknowledgment rent shall not be paid within twenty days after becoming due or if in the opinion of the majority of the Landlords (being persons from time to time holding the office of Trustees of the Walberswick Common Lands Charity) the Walberswick Parish Council for the purpose of which this Licence is granted shall cease to promote the regular playing of the games or sports hereby contemplated. Provided Always that nothing in this Licence shall be construed to operate to mean or imply any exclusive right of use of the said Land by the persons authorised by it it being an express condition of this Licence that the members of the public shall at all times enjoy rights of passage and of pasturage over the said land and all activities permitted by this Licence shall be carried on subject to such rights of passage and pasturage.

4. THE expression "the Landlords" shall mean and include the Trustees for the time being of the Walberswick Common Lands Charity and the expression "the Landlords" shall include the members for the time being of the Walberswick Parish Council. Any notice requiring to be served on the Landlords shall be sufficiently served if sent by registered post addressed to the Walberswick Common Lands Charity, Charity Commissioners for England and Wales and any notice requiring to be served upon the Tenant shall be sufficiently served if sent by registered post addressed to the for the time being of the Walberswick Parish Council at his or her last known address in England.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE SCHEDULE hereinbefore mentioned

1. The Land shall be used for the purposes of games and recreation hereafter expressly licensed by the Landlords and all such games shall be played in an orderly manner.

2. Members of the public shall be permitted to attend the said games free of any charge Provided Always that there shall be no objection to such persons being invited to subscribed towards the support of the Sports Field hereby contemplated

MAILED AND DELIVERED by)
CLARE the)
THE TRUSTEES OF THE)
OF COMMON LANDS CHARITY)
presence of:)

J. L. Clarke

Geoffrey Schmidt
Walberswick Vicarage, Southwold, Suffolk
pleas in Holy Orders.

