

DATED *2nd September* 2009

COUNTERPART

AGREEMENT

made between

TRUSTEES OF WALBERSWICK COMMON LAND S CHARITY

and

WALBERSWICK PARISH COUNCIL

Relating to Playing Fields
at Walberswick
Suffolk

Margary & Miller
73 High Street
Southwold
Suffolk
IP18 6DS

BETWEEN

BARBARA ANN PRIESTMAN of Creek Cottage, The Green, Walberswick, Suffolk IP18 6TX, NIGEL JOHN HUNT of 11, Church Lane, Walberswick, Suffolk IP18 6UZ CATHERINE MARY GOODCHILD of 7, Church Lane, Walberswick, Suffolk IP18 6UZ JAMES DARKINS of Te Awahou Millfield Road Walberswick, Suffolk IP18 6UD REVEREND BRIAN FISHER of Greengates, Main Street, Walberswick, Suffolk IP18 6UH DAVID CHARLES WEBB of 4, Manor Close, Walberswick, Suffolk IP18 6UQ and KEITH GRAHAM WEBB of Seascape The Green, Walberswick Suffolk IP18 6TP The Trustees of Walberswick Common Lands Charity (hereinafter called "the Licensor") of the one part and WALBERSWICK PARISH COUNCIL care of The Clerk Mischi Verneti of 32 Windsor Road, Reydon, Southwold, Suffolk IP18 6PQ (hereinafter called "the Licensees") of the other part

NOW IT IS AGREED AS FOLLOWS:-

1 Definitions and interpretation

In this Agreement

- 1.1 "the Subject Land" means the land edged red on the plan attached hereto being part of The Common Walberswick Suffolk
- 1.2 "the Licence Period" means a period of ten years from the date hereof
- 1.3 "the Authorised Uses" means the use of the Subject Land for the purposes of sporting and recreational activities and in part as a children's play area
- 1.4 words importing one gender shall be construed as importing any other gender
- 1.5 words importing the singular shall be construed as importing the plural and vice versa
- 1.6 references to persons shall include bodies corporate
- 1.7 the clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation

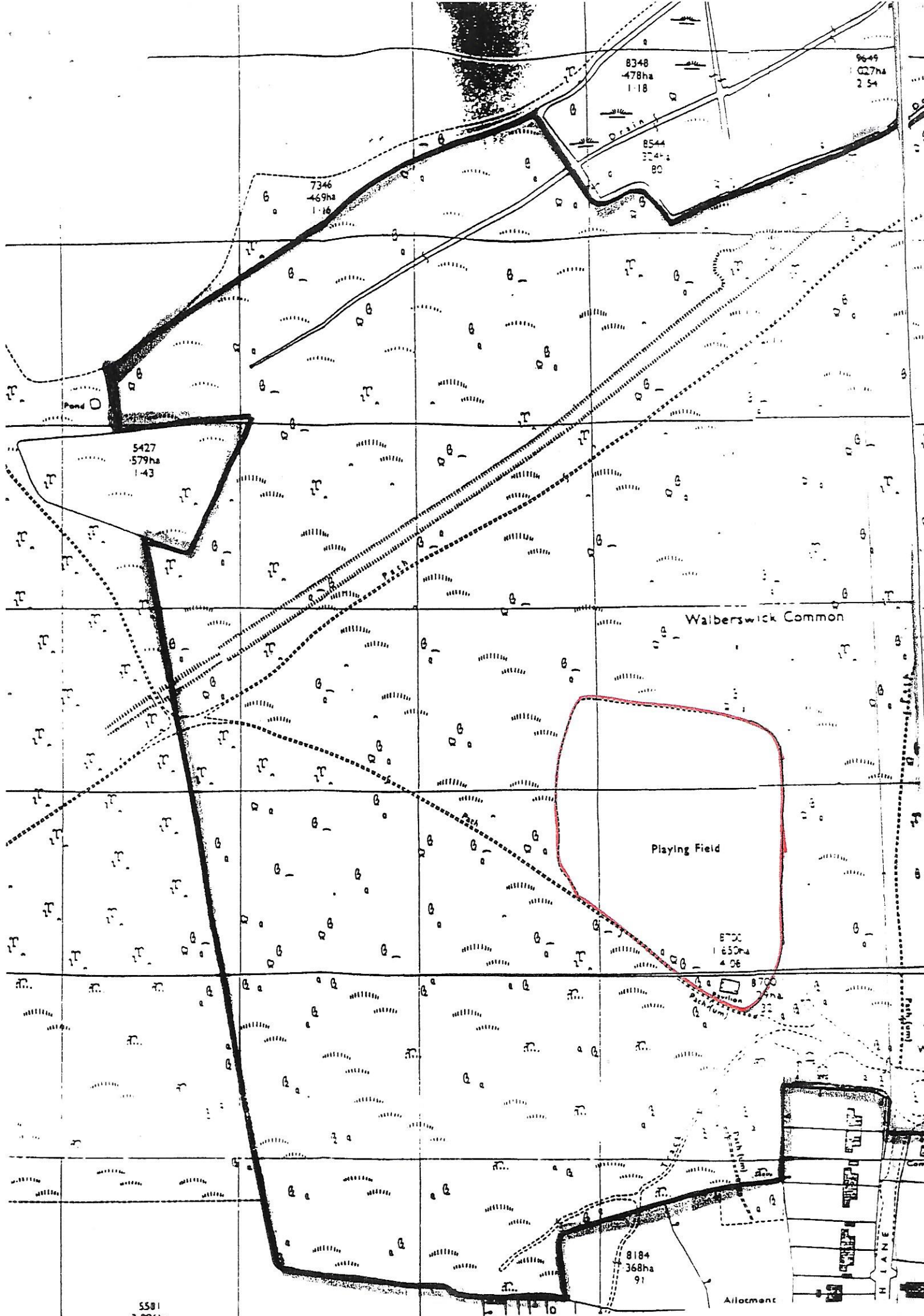
2. Licence

Subject to the provisions hereinafter contained and in consideration of the payment of the licence fee of one pound per annum such sum to be payable on the date hereof and each anniversary of the date hereof during the continuance of this Licence the Licensor gives the Licensees the right for the Licensees and all persons authorised by the Licensor to use the Subject Land for the Authorised Uses for the Licence Period provided that such right and liberty shall not endanger the members of the public and shall be enjoyed in a manner which shall not prejudice any public right of way or otherwise and shall be subject to all other rights whether of the general public or certain inhabitants of Walberswick in respect of the land or in respect of some part thereof

3. Licensees' undertakings

The Licensees agree and undertake:

- 3.1 to maintain the existing football and cricket pitches within the Subject Land



Walberswick Common

Playing Field

8700
1650ha
4-06

8184
368ha
91

5581
3-906ha

Allotment

HIANE

- 3.2 to maintain the existing children's play area and the play equipment thereon within the Subject Land in good and substantial repair and condition
- 3.2 to mow as reasonable all parts of the Subject Land previously mown
- 3.3 to keep the Subject Land clean and tidy and free from deposits of waste rubbish or refuse
- 3.4 not to use the Subject Land otherwise for the Authorised Uses
- 3.5 not to erect any building or other structure including play equipment on the Subject Land or carry out any other development (as such term is defined by the Town & Country Planning Act 1990 Section 55) thereon without the consent in writing of the Licensor
- 3.6 not to cause any nuisance or annoyance to the Licensor or to any neighbouring owners or occupiers
- 3.7 not to assign this Licence
- 3.8 to maintain the existing fencing and gates and pavilion on the Subject Land but not to make any alteration or addition thereto without the previous consent in writing of the Licensors
- 3.9 to keep Licensor fully indemnified against all costs claims expenses demands charges or liability of any description arising out of or in connection with this License
- 3.10 to effect and maintain a policy of insurance with some insurance company approved in writing by Licensor in such sum and in respect of the liability of the Licensees in using the Subject Land under the terms of this License and to produce such evidence of the insurance to Licensor as it shall reasonably require at least once in every year

4. General


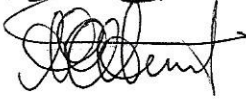
- 4.1 The rights granted in clause 2 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 3)
 - 4.1.1 if the Licensees after receiving notice in writing from the Licensor requiring the Licensees to remedy any breach by the Licensees of the undertakings contained in Clause 3 hereof shall within one month of the receipt thereof fail to the reasonable satisfaction of the Licensor to remedy the said breach or
 - 4.1.2 if either the Licensor or the Licensees exercise the right to terminate this Licence granted under Clause 6 of this Licence
- 4.2 The benefit of this licence is personal to the Licensees given in clause 2 and may only be exercised by the persons specified in that clause
5. The liability of the Licensees in respect of the undertakings in Clause 3 and in respect of any breach of such undertakings shall be joint and several
6. This Licence has been approved and ordered to be executed by a resolution duly passed at a duly constituted meeting of the Trustees of the Licensor and intended to be executed by two of such Trustees upon whom the Trustees acting under Section 82 of the Charities Act 1993 have by a resolution duly passed at a meeting of the Trustees duly convened conferred a general authority to execute in the names and on behalf of the Trustees all assurances and other deeds and instruments:
7. If the Licensor or the Licensees wishes to determine this License at any time after the expiration of 12 months from the date hereof and gives the other party hereto not less than twelve months notice of that wish then on expiry of the notice this License is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued

WITNESS whereof the Licensor and the Licensee have hereunto set their hands and seals the day and year first before
written

SIGNED on behalf of WALBERSWICK PARISH COUNCIL

by the Clerk

in the presence of:-

) 


ALVIN ERNEST HUNT
ST FRANCIS
SEVEN ACRES LANE
WALBERSWICK.

RETIRED ENGINEER.