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| DATED 2019 |
| THE DINAS POWIS BOWLING CLUB LIMITED  and  CHARLOTTE CHURCH AND JONATHAN POWELL |
| CAR PARKING LICENCE  relating to the area known as Dinas Powys Bowling Club car park |

**THIS LICENCE IS DATED 2019**

**Parties**

1. THE DINAS POWIS BOWLING CLUB LIMITED incorporated and registered in England and Wales with company number 00183843 whose registered office is at the Bowling Club, St Andrews Road, The Common, Dinas Powis Glamorgan, CF64 4HB (the **Licensor**).
2. CHARLOTTE CHURCH AND JONATHAN POWELL of The Spinney, Twyncyn, Dinas Powys, Vale of Glamorgan, CF64 4AS (the **Licensee**).

**Agreed Terms**

1. Interpretation

The following definitions and rules of interpretation apply in this Licence.

* 1. Definitions:

**Accessways:** the roads and vehicle ways to access the Car Park.

**Car Park:** the car park shown coloured blue on the Plan.

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Designated Hours:** the hours of 9am to 11am and 3pm to 5pm on Monday to Friday (inclusive) of every week (except bank and public holidays)

**Licence Period:** the period from and including 2019 until the date on which this Licence is determined in accordance with clause 4.

**Necessary Consents:** all planning permissions and all 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 parking of cars or mini buses for those authorised by the Licensee for the purpose of dropping and collecting children attending the Licensee’s school at The Spinney, Dinas Powys.

**Plan:** the plan attached to this Licence.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

* 1. Clause headings shall not affect the interpretation of this Licence.
  2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  5. Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  7. A reference to **writing** or **written** excludes fax and email.
  8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
  9. Any obligation in this Licence on a person to do something includes an obligation to ensure that any person under their control complies with that obligation.
  10. References to clauses are to the clauses of this Licence.
  11. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  12. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.

1. Licence to park
   1. Subject to clause 3 and clause 4, the Licensor permits the Licensee and those authorised by the Licensee to use the Car Park 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 Licensee's use of the Car Park for the Permitted Use) together with access over the Accessways to the Car Park.
   2. The Licensee acknowledges that:
      1. the Licensee shall use the Car Park as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence;
      2. the Licensor retains control, possession and management of the Car Park and the Licensee has no right to exclude the Licensor from the Car Park; and
      3. this Licence is personal to the Licensee and is not assignable and the rights given in clause 2.1 may only be exercised by the Licensee;
2. Licensee's obligations

The Licensee agrees and undertakes:

* 1. To keep the Car Park clean, tidy and clear of rubbish.
  2. Not to use the Car Park other than for the Permitted Use.
  3. Not to make any alteration or addition whatsoever to the Car Park.
  4. Not to display any advertisement, signs or notices at the Car Park.
  5. Not to do on or in the Car Park anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property.
  6. Not to cause or permit to be caused any damage to:
     1. the Car Park or any neighbouring property; or
     2. any property of the owners or other occupiers of the Car Park or any neighbouring property.
  7. Not to obstruct any of the entrances to or exits from the Car Park.
  8. Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Car Park, or any statutory provision, regulation or bye-laws made by a Competent Authority with regard to the parking or use of motor vehicles.
  9. Not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor or any other person in respect of the Car Park or any other property from time to time or cause the premium to increase.
  10. To observe any reasonable rules and regulations which the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Car Park.
  11. To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
      1. this Licence;
      2. any breach of the Licensee's undertakings contained in clause 3; and/or
      3. the exercise of any rights given in clause 2.

1. Termination
   1. This Licence shall end on the earliest of:
      1. 31 July 2020; or
      2. the Licensor giving notice to the Licensee to terminate this Licence with immediate effect if the Licensee breaches any of the obligations contained in clause 3;
   2. Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.
2. Notices
   1. Any notice given under this Licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
      1. to the Licensor at: Pavillion, St Andrews Road, Dinas Powys, CF64; and
      2. to the Licensee at: The Spinney, Twyncyn, Dinas Powys, Vale of Glamorgan, CF64 4AS,

or as otherwise specified by the relevant party by notice in writing to each other party.

* 1. Any notice given in accordance with clause 5.1 will be deemed to have been received:
     1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
     2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
  2. A notice under this Licence shall not be validly given if sent by email.
  3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1. No warranties for use or condition
   1. The Licensor gives no warranty that the Car Park possesses the Necessary Consents for the Permitted Use.
   2. The Licensor gives no warranty that the Car Park is physically fit for the purposes specified in clause 2.
   3. The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this Licence as to any of the matters mentioned in clause 7.1 or clause 7.2.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
2. Limitation of Licensor's liability
   1. Subject to clause 8.2, the Licensor is not liable for:
      1. the death of, or injury to, the Licensee or those using under the Permitted Use;
      2. any theft, damage, destruction or loss of the Car or its contents;
      3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by clause 2; or
      4. any loss or damage suffered by the Licensee as a result of any cause beyond the Licensor's control that prevents the Licensee from using the Car Park.
   2. Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:
      1. death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
      2. any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.
3. Third party rights

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

1. Governing law

This Licence 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.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence 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 it.

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| Signed by |  | ……………….. |
| for and on behalf of  **THE DINAS POWIS BOWLING CLUB LIMITED** |  | Director |
|  | | |
| Signed by **CHARLOTTE CHURCH** |  | ……………….. |

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| Signed by **JONATHAN POWELL** |  | ……………….. |