

Mulbarton Village Hall Management Committee.

It is important and relevant to this document that a history of the Mulbarton Social Club is understood. When Mulbarton Parish Council constructed the new Village Hall it was decided that the inclusion of a bar would generate income for the day to day upkeep of the Village Hall, for future facilities, and, when these needs were fulfilled to support other Village organisations. To alleviate unavoidable administrative problems the Village Hall Management Committee formed a separate committee to oversee the running of the bar. This committee became known as the "Mulbarton Social Club Committee" The rules of this committee were then formulated as a necessary part of the legal requirement of the Registration Certificate granted by the Licensing Justices.

OCCUPATION LICENCE.

This Licence is made the 1st day of March One Thousand nine hundred and ninety four between Mulbarton Village Hall Management Committee of the Mulbarton Village Hall ( herein after called the Grantor) and the Mulbarton Social Club Committee (hereinafter called the Licensee)

WHEREAS

- (1) The Grantor is the tenant in possession of Mulbarton Village Hall and it is prepared to permit the Licensee to have such use as is hereinafter mentioned of the premises and facilities and services hereinafter referred to and upon such terms as are hereinafter contained but not so as to grant the Licensee exclusive possession of any part of the said premises from 11am till 11pm weekdays and Saturdays and 12noon till 3pm and 7pm till 10.30pm Sundays plus any licensed extensions.
- (2) The Licensee is desirous that he shall have such use of the premises and facilities and services upon the said terms.

WHEREBY IT IS AGREED as follows:

1. In consideration of the payments hereinafter agreed to be made by the Licensee and the agreements stipulations and conditions herein after contained and on the part of the Licensee to be observed and performed the Grantor hereby grants unto the Licensee the right to use the premises and facilities and services more particularly described in the Schedule hereto or such other premises and facilities and services as the Grantor may from time to time designate and so that the terms of this Licence shall apply in all respects to any such premises and facilities and services so designated for the purposes hereinafter authorised.
  2. The right hereby granted shall be exercised by the Licensee in common with the Grantor and all other persons now or hereafter authorised by the Grantor to use any part of the said premises and facilities and services affected by this Licence and the Grantor shall at all times have full and free rights of possession and management and control of the premises.
  3. Subject to the right of determination set out in Clause 7, this Licence shall subsist from 1st March until. sine die.  
1994.
  4. On the first day of each month the Licensee shall pay the Grantor a licence fee of £700.00. If this Licence is determined by notice in accordance with Clause 7, and the notice does not expire on the last day of the month the payment for that month shall be a proportion of the said charge.
- \* The Licence fee is expressed as a fixed annual sum to be reviewed on the 1st of April each year.

5. The Licensee agrees with the Grantor as follows:
- (1) To make the said payments in accordance with the foregoing provisions and without any deductions whether the same be demanded or not.
  - (2) To meet the costs and expenses incurred in keeping the said premises and fixtures and fittings in good repair and maintenance and decoration.
  - (3) not to make any alteration to any part of the said premises or to any fixtures or fittings therein contained without the express consent of the Grantor.
  - (4) not to use the said premises except for the purposes of and in connection with the provision of a Social Club.
  - (5) so to conduct its activities and to ensure that the said right is so exercised as not in any way to interfere with or adversely affect the enjoyment of the said premises by the Grantor or by others authorised by the Grantor.
  - (6) not to sub-licence or part with the said right over the said premises or any part of the said premises.
  - (7) not to assign the benefit of this Licence.
  - (8) to take reasonable care of the said premises and all fixtures and fittings therein contained and not remove them or any part of them from the said premises except with the express consent of the Grantor except those owned by the Licensee.
  - (9) to make good and pay for all damage ( including accidental damage) caused to any part of the said premises or to any of the fixtures and fittings therein contained by its members employees, servants, agents or similar persons.
  - (10) not to do or permit or suffer to be done anything by reason of which any insurance effected on the premises by the Grantor may be rendered void or voidable or the rate of premium of such insurance increased.
  - (11) not to use or permit the said premises to be used for any illegal purpose.
  - (12) not to store or bring onto the said premises any articles of a specially combustible inflammable or dangerous nature or of any illegal nature.
  - (13) not to impede in any way the officers, servants or agents of the Grantor in the exercise of the Grantor's rights of possession and control of the said premises.
  - (14) on the termination of this Agreement to immediately vacate the said premises and to leave the said premises in a clean and tidy condition.
  - (15) to keep the Grantor and all those authorised by it to use the said premises or any part thereof indemnified against all damage, loss and injury of every description which may occur to or effect the Grantor or such other persons as aforesaid or its or their property arising from or through (a) the exercise of the said right by the Licensee or by any person authorised by the Licensee including any person authorised by the Licensee including any persons invited by the Licensee or (b) the non observance of any of the terms of this Licence however expressed or implied.
  - (16) To pay any surplus profits to the Treasurer of the Grantor by deed of covenant.

17) May admit up to TWO members of the Grantors Committee as representatives of the Licensees Committee.

6. The Grantor agrees with the Licensee as follows:

- (1) to pay all rates, taxes, assessments and outgoings of the said premises but the Licensee to pay any business rate that may be levied.
- (2) to provide adequate heating and lighting in the said premises, the cost of which is included in aforementioned licence fee.
- (3) not to do anything in or upon the said premises which may be or become a nuisance to the Licensee or its members, employees, servants or agents or similar persons.

7. This Licence to be determined by:

(a) The Grantor by one month's notice:

- (1) If at any time any payment due hereunder is unpaid for 28 days after becoming due whether demanded or not.
- (2) If the Licensee shall have failed for a period of 28 days to remedy any breach capable of remedy of any of the agreements stipulations and conditions herein contained after being required to remedy the same by notice in writing from the Grantor specifying the breach and requiring the same to be remedied.
- (3) On any breach by the Licensee of the agreements stipulations and conditions herein contained which is in the opinion of the Grantor incapable of being remedied and is stated to be so in the notice given by the Grantor.

(b) By either party giving to th other not less than six months notice in writing to that effect.

8. It is hereby agreed between the parties that this agreement constitutes a Licence and confers no tenancy upon the Licensee and that possession of the said premises is retained by the Grantor subject however to the right created by this Licence.

9. The provisons with regard to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to this Licence as if incorporated herein and as if the Grantor were a lessor and the Licensee were a lessee.

10. If at any time hereafter any dispute, doubt or question shall arise between the Grantor and the Licensee touching the construction meaning or effect of this Licence or any clause or thing herein contained or their respective rights or liabilities under these presents or otherwise in relation to the said premises then every such dispute, doubt or question shall be referred to the arbitration or decision of an independent person to be determined by the parties and this Clause shall be deemed to be a submission to arbitration within the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.

AS WITNESS the hands of the parties hereto the day and year first before written

THE SCHEDULE before referred to:

[Redacted signature]

*Chairman*  
*MULBARRON*  
*SOCIAL CLUB*

[Redacted signature]

WITNESS:-

[Redacted signature]

*CHAIRMAN VILLAGE HALL MANAGEMENT*  
*COMMITTEE*