

# Public Document Pack



CYNGOR SIR  
YNYS MÔN  
ISLE OF ANGLESEY  
COUNTY COUNCIL

YMDDIRIEDOLAETH  
ELUSENNOL YNYS MON  
ISLE OF ANGLESEY  
CHARITABLE TRUST

RHYBUDD O GYFARFOD		NOTICE OF MEETING
CYFARFOD ARBENNIG O'R PWYLLGOR GRANTIAU CYFFREDINOL		SPECIAL MEETING OF THE GENERAL GRANTS COMMITTEE
DYDD IAU, 13 HYDREF, 2016 at 10.00 o'r gloch y.b.		THURSDAY, 13 OCTOBER 2016 at 10.00 am
YSTAFELL BWYLLGOR 1, SWYDDFEYDD Y CYNGOR, LLANGFNI		COMMITTEE ROOM 1, COUNCIL OFFICES, LLANGFNI
Swyddog Pwyllgor	Mrs. Mairwen Hughes 01248 752516	Committee Officer

## AELODAU / MEMBERS:

Cadeirydd yr Ymddiriedolaeth/Chairman of the Trust –  
T. Victor Hughes

Is-Gadeirydd yr Ymddiriedolaeth/Vice-Chairman of the  
Trust – T.LI. Hughes

Lewis Davies (Is-Gadeirydd/Vice-Chair)

R Dew

Jeff M. Evans (Cadeirydd/Chair)

Jim Evans

Vaughan Hughes

Victor Hughes

Llinos Medi Huws

Richard Owain Jones

Dylan Rees

Peter S. Rogers

## **A G E N D A**

**1     DECLARATION OF INTEREST**

To receive any declaration of interest by any Member or Officer in respect of any item of business.

**2     MINUTES (Pages 1 - 16)**

To submit the minutes of the meeting held on 13 July, 2016.

**3     ANNUAL GRANTS 2016/17 (Pages 17 - 36)**

To submit a report by the Treasurer in relation to the above.

## General Grants Committee

### Minutes of the meeting held on 13 July 2016

<b>PRESENT:</b>	Lewis Davies, R Dew, Jim Evans, Vaughan Hughes, Victor Hughes, Llinos Medi Huws, Richard Owain Jones, Jeffrey M.Evans and P S Rogers
<b>IN ATTENDANCE:</b>	<b>Officers from the Isle of Anglesey County Council (herein referred to by their IOACC job titles)</b>  Accountancy Services Manager (BHO), Committee Officer (MEH).
<b>APOLOGIES:</b>	Dylan Rees
<b>ALSO PRESENT:</b>	None

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#### **1 ELECTION OF CHAIRPERSON**

Mr. Jeff Evans was re-elected Chairperson for the General Grants Committee.

Mr. Evans thanked the Members for their confidence in him.

#### **2 ELECTION OF VICE-CHAIRPERSON**

Mr. Lewis Davies was elected Vice-Chairperson for the General Grants Committee.

#### **3 Declaration of Interest**

Mr. Jeff M. Evans declared an interest in respect of application 04 – Clwb Caban Rhoscolyn and took no part in the discussion of the application.

Ms. Llinos Medi Huws declared an interest in respect of application 22 – Anglesey Gymnastics Club and took no part in the discussion of the application.

Mr. Richard O. Jones declared an interest in respect of application 03 – Relay for Life Gwynedd & Anglesey and took no part in the discussion of the application.

Mr. Peter S. Rogers declared an interest in respect of application 39 – Ynys Môn Young Farmers and took no part in the discussion of the application.

#### **4 MINUTES**

The minutes of the meeting held on 8 July, 2015 were confirmed.

#### **5 ANNUAL GRANTS 2016/17**

Submitted – a report by the Treasurer in relation to the above.

It was reported that the purpose of the report was to consider applications relevant to the Isle of Anglesey Charitable Trust. Allocations are made annually for the Isle of Anglesey Charitable Trust to the following categories of projects :-

- Community and Sporting Facilities (small capital projects)

- Other Grants (mainly one-off small grants)

At its meeting on 27 January, 2016 the full Trust resolved to delegate a budget of £125,000 to this Committee for the annual grants programme. The full Trust also resolved that the allocation of grants to individual organisations would be subject to the approval of the full Charitable Trust. The grant limit in respect of Community and Sporting Facilities Grants is £8,000 and up to 70% of the eligible cost. However, in its meeting on the 21 April, 2011, the full Trust resolved to provide flexibility to this Committee to increase the upper limit and percentage rate of support in light of applications received.

The relevant Officers from within the Isle of Anglesey County Council have considered and prioritised the applications received as far as possible and consistent with the Trust's decisions and criteria established in previous years. The Officers' recommendations are shown in Appendix A attached to the report. A joint referencing system has been employed for both grants put forward to this Committee and for grant applications to the Welsh Church Fund. These applications are considered in accordance with the 'Criteria for the Allocation of Grants from the Isle of Anglesey Charitable Trust', a copy of which was attached as Appendix B to the report.

Members of the Committee were concerned that grant applications seemed to have decreased this year by up to 20%. The Chair stated that he would like to see the Charitable Trusts' grants been promoted more and that assistance and guidance been afforded to organisations when filling applications for grants. It was suggested that Medrwn Môn is an organisation that could be available to organisations to give assistance in filling in applications.

It was **AGREED** that a workshop be arranged to review the annual grants procedure and that support be given to applicant to simplify the process for applying for annual grant allocation from the Charitable Trust.

**The applications received and sums recommend for Community and Sporting Facilities – Capital Grants for 2016/17 are as follows :-**

<b>01</b>	3D KIDS	To facilitate social activities for Children & adults (0-25) and their families
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**It was RESOLVED :-**

- **That whilst the Committee supported the grant application it was considered that there was a lack of information within the application as to what activities the organisation intend to use the grant;**
- **To request the Officer's to contact the applicants and to discuss matter further;**
- **To authorise the Chair and Vice-Chair of this Committee to allocate a grant of £2,100 if they are satisfied with the response of the organisation.**

<b>02</b>	Hotspur Football Club	Refurbish spectator area	<b>£3,900</b>
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<b>03</b>	Relay for Life Gwynedd & Anglesey	Costs for hosting the relay event which takes place on the 9 <sup>th</sup> and 10 <sup>th</sup> July. The funds raised contribute to coping with cancer strategies, psychologic and practical support	<b>£1,000</b>
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The Chair, Mr. Jeff Evans stood down as Chair of the Committee as he declared an interest with regard to application 04 as noted below.

<b>04</b>	Clwb Caban Rhoscolyn	Outside play equipment, gardening equipment, climbing frame, slides, trickes, scooters, water and sand play and dens.	<b>£2,100</b>
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<b>05</b>	Menai Bridge Community and Carnival Group	To purchase marquee and P.A. system.	<b>£1,750</b>
<b>06</b>	Parti Meibion Bara Brith	Funding to create a CD	<b>NIL</b> <i>(Have not submitted estimates or policies)</i>
<b>07</b>	Llanfairmathafarneithaf Community Council	Upgrade CCTV system	<b>NIL</b> <i>(Scheme in excess of £30,000 are not eligible for consideration)</i>
<b>08</b>	Grŵp Cynefin	Provide Community Energy Wardens	<b>NIL</b> <i>(not eligible)</i>
<b>09</b>	Trearddur Bay United Football Club	Purchase storage container	<b>£1,848</b>
<b>14</b>	Bryngwran Cymunedol Ltd.	Refurbish toilet and kitchen and to furnish utility room	<b>£3,000</b>
<b>15</b>	Adlais	Support to fund a 25 year anniversary concert	<b>NIL</b> <i>(not eligible)</i>
<b>16</b>	Llangefni Football Club	Equipment towards maintenance facilities of the Football Club	<b>£4,271</b>
<b>17</b>	Pantri 6	Funding for signage, painting, lowering ceiling, insulation, insulate walls, central heating, install disabled toilet, web page and salary for one post.	<b>£8,000</b>
<b>18</b>	Pentraeth Memorial Hall	Lower ceiling and install new lighting.	<b>£3,117</b>
<b>19</b>	Bodedern Memorial Hall	Refurbishments to the Hall to include replacement windows/boiler/stove and extend the parking ground.	<b>£5,782</b>
<b>20</b>	Llannerchymedd Community Council	Make safe the Community Allotments in accordance with lease requirements and Health & Safety conditions.	<b>£2,100</b> <i>(subject to a second estimate been received)</i>
<b>21</b>	Cemaes Football Club	Floodlights	<b>£8,000</b> <i>(subject to securing the grant award from Clwb Padrig)</i>
<b>22</b>	Anglesey Gymnastics Club	Purchase safety equipment	<b>£1,000</b>
<b>23</b>	Morawelon and London Road Regeneration Partnership (Morlo)	To develop a Community garden/allotment on land attached to Gwelfor	<b>£3,753</b>

	Community Centre.	
24	Montage Committee	To organise one day Ynys Môn Writing Festival
		£250
26	Llanfaes Play Areas Association	Equipment to create play area
		£7,120
		<i>(subject to the association securing a 21 year lease on the land)</i>
27	Bryngwran Community Council	Additional fencing for the Bryngwran playing field.
		NIL
		<i>(Received a grant from the Charitable Trust in 2014/15, therefore not eligible)</i>
28	Crafty T'arts	To purchase storage products
		£1,042
29	Moelfre Community Council	Purchase equipment for the play area and renew the tennis area in order to comply with Health & Safety requirements.
		NIL
		<i>(Not eligible as they received a grant in 2014/15)</i>
30	Saint Gwenllwyfo Church Stained Glass Fund	To fund the publication of a bilingual book 'Trysorau Cudd' hidden treasures of Môn on the history of the 16 <sup>th</sup> Century Flemish stained glass at the Saint Gwenllwyfo Church.
		£3,000
31	Llanfairpwll Literacy Circle	Celebrate the 40 <sup>th</sup> anniversary of the Association by holding various activities
		£1,585
32	Anglesey Vintage Equipment Society	To purchase 'portaloo' also furniture and fittings for meeting/training room
		NIL
		<i>(Have submitted un-audited accounts and not submitted policies)</i>
33	North Wales Deaf Association	To refit the NWDA Mobile Unit in order to facilitate assistive equipment and 1:1 sessions in the unit.
		£8,000
34	Côr Ieuenctid Môn	For the purpose of funding a part-time Administrator Co-ordinator.
		NIL
		<i>(Not eligible as the Trust does not support salary costs)</i>
36	Anglesey Royal Sailing Club	Towards the purchase of a safety boat
		£8,000
		<i>(subject to clarification that the application has not received support from the</i>

		<b>Charitable Trust last year)</b>
<b>38</b> Ucheldre Centre	To provide a full arts centre programme of events, exhibitions, films, satellite broadcasts, workshops, clubs and societies.	<b>NIL</b>  <i>(Schemes in excess of £30,000 are not eligible for consideration)</i>
<b>39</b> Ynys Môn Young Farmers	To fund a project to improve baseline skills of members in order to better their opportunities in terms of employment.	<b>NIL</b>  <i>(Not eligible as the Association is currently receiving a grant of £30,000 annually from the Trust)</i>

**RESOLVED** to approve the amounts, as listed above (£x) [adjacent to the recommended sums], being at a grant rate of 70%.

**Mr. Jeff M. Evans  
Chair**

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<b>ISLE OF ANGLESEY CHARITABLE TRUST</b>	
<b>COMMITTEE:</b>	<b>GENERAL GRANTS COMMITTEE</b>
<b>DATE:</b>	<b>13 OCTOBER 2016</b>
<b>TITLE OF REPORT:</b>	<b>ANNUAL GRANTS 2016/17</b>
<b>PURPOSE OF REPORT:</b>	<b>TO REVIEW THE ADDITIONAL INFORMATION REQUESTED BY THIS COMMITTEE FOR 2016/17 GRANTS</b>
<b>REPORT BY:</b>	<b>TREASURER – ISLE OF ANGLESEY CHARITABLE TRUST</b>
<b>ACTION:</b>	<b>TO AGREE THE ALLOCATION OF THE REMAINING GRANTS FOR 2016/17</b>

1. At its meeting on July 13 2016, this committee considered 32 grant applications that were submitted before the deadline of 6 May 2016. In total, 16 of these applications were approved at that meeting, totaling £49,498.00. 8 of the applications were rejected in July’s meeting for various reasons, and the Committee requested further information for 8 of the applications, which are summarised in Appendix A. If these were all approved, they would total £28,833.00. There was also one application for £7,664.00 that was omitted from the original report that needs to be considered. This application can also be seen in Appendix B. If all the recommended applications are successful the total allocation will be £85,995.00 against the total sum available of £125,000.
2. At its meeting on 13 September 2016, the full Trust resolved to delegate authority to the General Grants Committee to approve Small Grants applications and therefore the full Charitable Trust will only need to note the minutes of the General Grant Committee thereafter. This Committee therefore has the authority to approve the Grants in Appendix A and B.
3. Appendix C1 shows the property plan relating to the land leased by Holyhead Hotspur Football club. The red line shows the Council’s freehold, while the blue line is the land that the Council holds on lease. Appendix C2 is a copy of the club’s license.
4. Following the recommendations the Trust would spend a total of £85,995.00 for smaller grants in 2016/17.

	<b>PROPOSED 2016/17</b>		<b>ACTUAL 2015/16</b>	
	<b>£</b>	<b>No.</b>	<b>£</b>	<b>No.</b>
Agreed in at its meeting on July 13 2016	49,498	16	102,766	26
Committee to decide on 13 October 2016	36,497	9		
	<b>85,995</b>	<b>25</b>	<b>102,766</b>	<b>26</b>

Officers will be available at the meeting to advice on the recommendations in the Appendices.

**5. DECISIONS REQUIRED**

- (a) To consider approving the amounts recommended in Appendix A and B.

**R MARC JONES**  
**TREASURER – ISLE OF ANGLESEY CHARITABLE TRUST**

**6 OCTOBER 2016**

Cyf. Ref.	Enw'r Mudiad Name of Organisation	Gwybodaeth Pellach a Ofynnwyd Additional Information Required	Cost Cost	Cais am Request	Sylwadau Remarks	Swm a Awgrymir Sum Suggested (£)
01	3D KIDS	Gofynnodd y Pwyllgor yma am fwy o wybodaeth ar beth yn union geith y Grant ei wario arno./ <i>This Committee requested further information on what exactly the Grant would be spent on</i>	Heb ei Nodi Not Stated	£3,000	<ul style="list-style-type: none"> <li>• Trip wedi ei drefni l fferm Hufen la yn Sir Gaer –bws 57 set wedi ei drefnu;</li> <li>• Gweithdy Gwaith Coed;</li> <li>• Gweithgareddau Coginio;</li> <li>• Gweithdy Cerddoriaeth;</li> <li>• Parti Nadolig hefo Sion corn;</li> <li>• Noson ddawns/graddio yn arbennig l blant gyda anabledd;</li> <li>• Diwrnod Hwyl – yn cynnwys chwaraeon a cherddoriaeth./</li>   <li>• <i>Trip has been provisionally booked to Cheshire ice cream farm - 57 seat coach provisionally booked;</i></li> <li>• <i>Woodwork workshop</i></li> <li>• <i>Cooking activities</i></li> <li>• <i>Music workshop</i></li> <li>• <i>Christmas party with Father Christmas</i></li> <li>• <i>Prom night/graduation-specifically for Children with disabilities</i></li> <li>• <i>Fun Day - to include sports, music</i></li> </ul>	£2,100

Cyf. Ref.	Enw'r Mudiad Name of Organisation	Gwybodaeth Pellach a Ofynnwyd Additional Information Required	Cost Cost	Cais am Request	Sylwadau Remarks	Swm a Awgrymir Sum Suggested (£)
02	<b>CLWB PÊL-DROED HOTSPUR FOOTBALL CLUB</b>	Gofynnodd y Pwyllgor yma am fwy o wybodaeth ar drefniadau lês y clwb peldroed./  <i>This Committee requested further information on the lease arrangements of the football club.</i>	£5,904	£5,704	Gweler Atodiad C. Os yw'r panel yn fodlon efo'r cyntundeb lês, fe argymhellir grant o £3,900 fel y gytunwyd yn y Pwyllgor ar 13 Gorffennaf 2016./ <i>See Appendix C. If the panel is satisfied with the lease agreement, it is recommended to award a grant of £3,900 as was agreed in the Committee on 13 July 2016</i>	<b>£3,900</b>
06	<b>PARTI MEIBION BARA BRITH</b>	Gofynnodd y Pwyllgor yma i'r dogfennau oedd ar goll yn y bid gwreiddiol gael eu gyflwyno / <i>This Committee requested that the documents omitted from the original bid to be submitted</i>	£1,000	£500	Mae'r cais yma wedi cael ei dynnu'n ôl gan y mudiad./ <i>This application has since been withdrawn by the organisation</i>	<b>DIM NIL</b>
15	<b>ADLAIS</b>	Gofynnodd y Pwyllgor am y rheswm pam y cafodd y cais ei wrthod./ <i>This Committee requested the reason why this bid was rejected.</i>	£1,500	£1,500	Roedd y Cais ar gyfer Cymorth i Adlais gynnal ei cyngerdd dathlu penblwydd yn 25 <sup>ain</sup> oed. Nid yw'r Ymddiriedolaeth fel arfer yn cefnogi ceisiadau fel hyn./ <i>The request was to support Adlais stage a concert celebrating their 25<sup>th</sup> birthday. The Trust does not usually support applications like this.</i>	<b>DIM NIL</b>

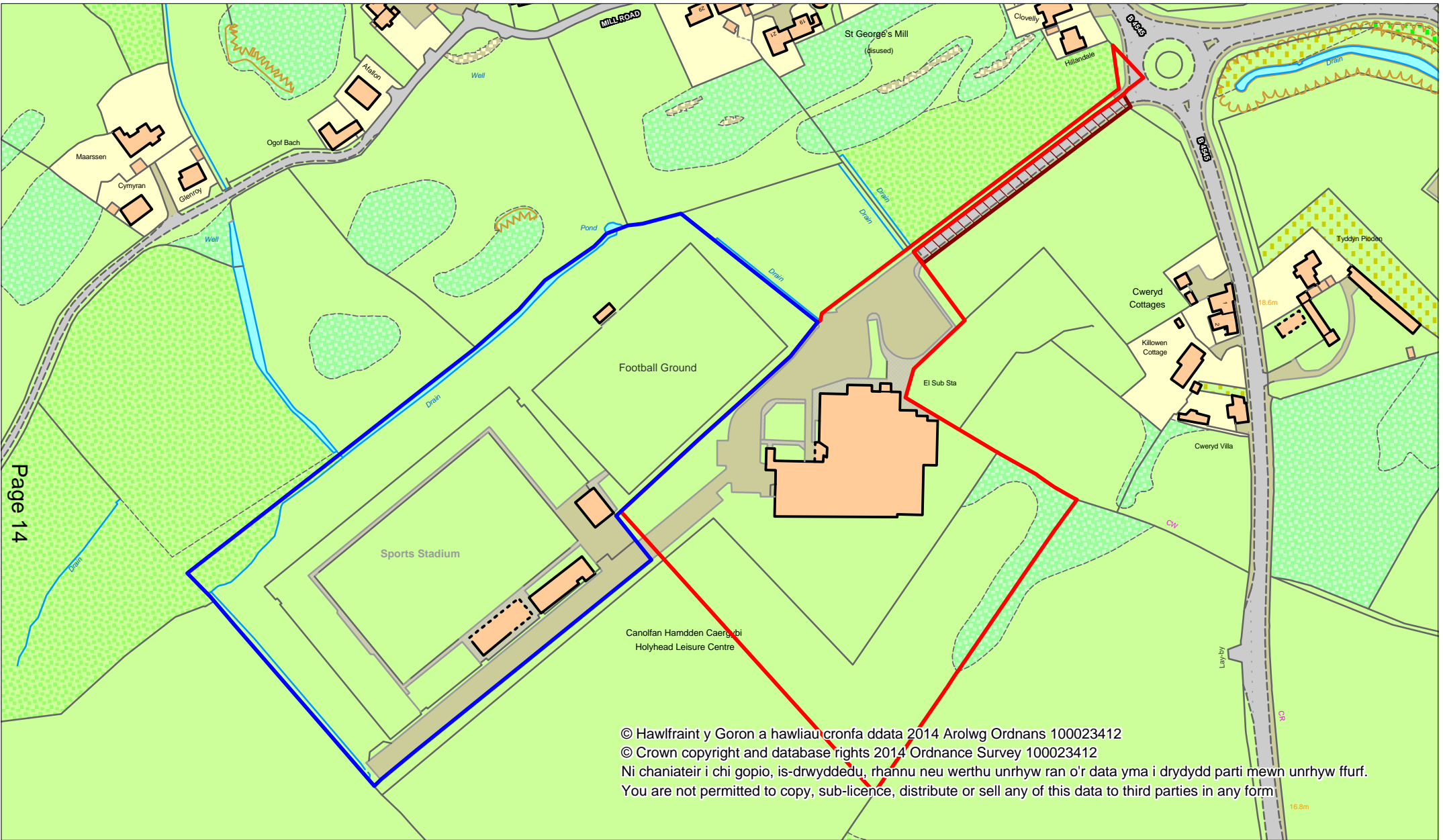
Cyf. Ref.	Enw'r Mudiad Name of Organisation	Gwybodaeth Pellach a Ofynnwyd Additional Information Required	Cost Cost	Cais am Request	Sylwadau Remarks	Swm a Awgrymir Sum Suggested (£)
17	PANTRI 6	<p>Gofynnodd y Pwyllgor yma am fwy o wybodaeth ar beth yn union geith y Grant ei wario arno./</p> <p><i>This Committee requested further information on what exactly the Grant would be spent on</i></p>	£115,000	£8,000	<p>Cyllid ar gyfer arwyddion, gostwng y nenfwd, paentio, inswleiddio, inswleiddio waliau, gwres canolog, gosod toiled i'r anabl, tudalen we a chyflog am un swydd. Ni all yr union wariant o £8,000 gael ei benderfynu oherwydd ei fod yn rhan o'r prosiect llawn.</p> <p>Canolfan galw i mewn ar gyfer y di-waith a'r enillwyr cyflog isel gyda mynediad i gyfrifiaduron i gynorthwyo gyda cais am fudd-daliadau a chwilio am swyddi.</p> <p>Mae'r cwmni wedi sicrhau grantiau o <b>£105,000</b> tuag at y cynllun./</p> <p><i>Funding for signage, painting, lower ceiling, insulation, insulate walls, central heating, install disabled toilet, web page and salary for one. The exact spend of the £8,000 cannot be determined as it will be part of the whole project.</i></p> <p><i>A drop in Centre for unemployed and low paid earners with access to computers to assist with benefit claims and job search. The company have secured grants totalling <b>£105,000</b> towards the project. .</i></p>	<p><b>£8,000</b></p> <p><b>Gydag amod o dderbyn y grant gan Magnox a gwybodaeth y lês/</b></p> <p><b><i>With the condition of securing the grant award from Magnox and information regarding the lease</i></b></p>



Cyf. Ref.	Enw'r Mudiad Name of Organisation	Gwybodaeth Pellach a Ofynnwyd Additional Information Required	Cost Cost	Cais am Request	Sylwadau Remarks	Swm a Awgrymir Sum Suggested (£)
20	<b>CYNGOR CYMUNED LLANNERCHYMEDD COMMUNITY COUNCIL</b>	Gofynnodd y Pwyllgor yma am ail amcanbris./  <i>This Committee requested a second quote.</i>	£3,000	£2,250	Fe dderbynnwyd ail amcanbris am £2,642, sydd yn llai na'r amcanbris cyntaf. Felly, fe argymhellir grant am 70% o ail amcanbris./  <i>A second quote was received for £2,642, which was less than the first quote. It is therefore recommended to award 70% of the second quote.</i>	<b>£1,850</b>
26	<b>CYMDEITHAS CAE CHWARAE LLANFAES PLAY AREAS ASSOCIATION</b>	Gofynnodd y Pwyllgor yma am fwy o wybodaeth ar drefniadau lês y gymdeithas cae chwarae./  <i>This Committee requested further information on the lease arrangements of the play area association</i>	£23,000	£7,120	Mae'r gymdeithas wedi penderfynnu addasu y cais ar gyfer prynnu y siglenni yn unig. Oherwydd fod hyn ar gyfer prynnu offer, nid yw'r cytundeb lês yn berthnasol./  <i>The association has decided to alter their application to purchase the swings only. As this is purchasing equipment, the lease agreement is not applicable.</i>	<b>£4,984</b>
36	<b>CLWB HWYLIO BREHINOL MÔN ANGLESEY ROYAL SAILING CLUB</b>	Gofynnodd y Pwyllgor yma am sicrhad fod Clwb Hwyllo Brenhinol Môn heb dderbyn grant yn y flwyddyn flaenorol./  <i>This Committee requested confirmation that the Anglesey Royal Sailing Club had not received a grant in the previous year.</i>	£14,400	£8,000	Ni dderbynnwyd Clwb Hwyllo Brenhinol Môn grant yn y flwyddyn flaenorol./  <i>The Anglesey Royal Sailing Club has not received a grant in the previous year.</i>	<b>£8,000</b>

Cyf. Ref.	Enw'r Mudiad Name of Organisation	Pwrpas y Cais Purpose of Application	Cost Cost	Cais am Request	Sylwadau Remarks	Swm a Awgrymir Sum Suggested (£)
37	CWMNI CEMAES CYF	<p>I ailosod hen ffenestri, gosod gwydr yn y drysau tân y tu allan, gosod rheiliau ar flaen yr adeiliad i nadu pobl ddisgyn a ffensio./</p> <p><i>To replace old windows, install fire glass in an exterior door, railings at the front of the building to prevent falls and fencing.</i></p>	£10,948	£8,000	<p>Mae'r cais yma yn cael ei gefnogi./</p> <p><i>This application is being supported.</i></p>	£7,664





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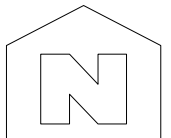


CYNGOR SIR  
 YNYS MÔN  
 ISLE OF ANGLESEY  
 COUNTY COUNCIL

CYNGOR SIR YNYS MÔN  
 ISLE OF ANGLESEY COUNTY COUNCIL  
 Swyddfa'r Sir  
 LLANGEFNI  
 Ynys Môn - Anglesey  
 LL77 7TW

Holyhead Leisure Centre Football Facilities

1 : 2500





DATED

30<sup>th</sup> Jrc

2016

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LICENCE TO

occupy the football facilities at Holyhead Leisure Centre

between

**CYNGOR SIR YNYS MON/ISLE OF ANGLESEY COUNTY COUNCIL**

and

**HOLYHEAD HOTSPUR FOOTBALL CLUB**



THIS LICENCE is dated

30<sup>th</sup> June 2011

## PARTIES

- (1) **CYNGOR SIR YNYS MON/ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices Llangefni Ynys Mon LL77 7TW (**Licensor**).
- (2) **Richard Parry** of 27 Tanybryn Road, Holyhead LL65 1AR and **David Hughes** of 10 Queens Park Court, Holyhead, Anglesey. LL651RB acting as agents of the members of Holyhead Hotspur Football Club (**Licensee**).

## AGREED TERMS

### 1. INTERPRETATION

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

**Centre:** all that land and buildings known as Holyhead Leisure Centre or such reduced or extended area as the Licensor may from time to time designate as comprising the Centre.

**Club:** Holyhead Hotspur Football Club and including its members and employees from time to time

**Common Parts:** such roads and paths and other means of access in the Centre the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

**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.

**Landlord:** the landlord from time to time under the Lease.

**Lease:** a lease dated 1<sup>st</sup> June 2006 made between Anglesey Aluminium Metal Limited (1) and Cyngor Sir Ynys Mon/Isle of Anglesey County Council.

**Licence Fee:** the amount of £1000 (One Thousand Pounds) per annum.

**Licence Period:** the period from and including the date of this licence 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:** for sports and recreation only.

**Plan:** the plan attached to this licence marked "Plan".

**Property:** the land and buildings at Holyhead Leisure Centre Anglesey shown edged red on the Plan excluding the storage shed beneath the main spectator stand.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

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

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.



- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 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 preceding those terms.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities of the Licensee under this agreement are joint and several.

## **2. LICENCE TO OCCUPY**

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee and the Club to occupy the Property for the Permitted Use for the Licence Period 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) together with the rights mentioned in the Schedule.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of 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 2 may only be exercised by the members of, visitors to and people employed on behalf of, the Club; and

## **3. LICENSEE'S OBLIGATIONS**

The Licensee agrees and undertakes:

- (a) to pay:



- (i) to the Licensor the Licence Fee payable without any deduction in advance on the 1<sup>st</sup> day of April of each year the first such payment being £1,000.00 made on the date of this Licence for a period beginning on 1<sup>st</sup> April 2016 to 31<sup>st</sup> May 2017 with such VAT as may be payable on the Licence Fee;
  - (ii) business rates; and
  - (iii) to the relevant suppliers all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (b) to keep the Property insured against loss or damage by the usual risks for its full reinstatement cost (taking inflation of building costs into account), including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;
- (c) to note the interest of the Licensor on the insurance policy and supply copies of the insurance policy and cover note to the Licensor within one month following each and every receipt of the same;
- (d) to give the Licensor notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (e) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor anything as a result of which any increased or additional insurance premium may become payable;
- (f) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (g) give the Licensor immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (h) pay the Licensor an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Licensee, the Club, their workers,



contractors or agents or any person at the Property with the actual or implied authority of any of them

- (i) to keep the Property clean, tidy and clear of rubbish and in good and tenable repair and condition;
- (j) not to use the Property other than for the Permitted Use;
- (k) not to make any alteration or addition whatsoever to the Property without the consent of the Licensor and the Landlord;
- (l) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Centre without the prior written consent of the Licensor;
- (m) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- (n) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (o) not to apply for any planning permission in respect of the Property;
- (p) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Centre from time to time;
- (q) The Licensee shall not arrange any commercial recording filming or television of any activity, or play records radios or music or similar activities on the Property without the consent of the Licensor.
- (r) The Licensee shall not perform any work in breach of copyright on the Property.
- (s) The Licensee shall not conduct or allow to be conducted any lotteries games of chance sweepstakes betting or similar activities on the Property without the consent of the Licensor.
- (t) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (u) to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;



- (v) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
- (w) 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:
  - (i) this licence;
  - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (iii) the exercise of any rights given in clause 2;
- (x) not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and
- (y) to pay to the Licensor interest on the Licence Fee or other payments at the rate of four per cent per annum above the base rate of Natwest Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence by due date (whether formally demanded or not).

#### **4. TERMINATION**

- 4.1 The licence to occupy granted by this agreement shall end on the earliest of:
- (a) 31<sup>st</sup> May 2017
  - (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.
- 4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

#### **5. COSTS**

The Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses (together with VAT and disbursements) of the Licensor (including such costs and expenses of their professional advisors) in relation to the negotiation and completion of this licence.



**6. NO WARRANTIES FOR USE OR CONDITION**

6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

6.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

**7. LIMITATION OF LICENSOR'S LIABILITY**

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 Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by 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. RIGHTS OF THIRD PARTIES**

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**9. GOVERNING LAW AND JURISDICTION**

9.1 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.



9.2 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 licence or its subject matter or formation (including non-contractual disputes or claims).

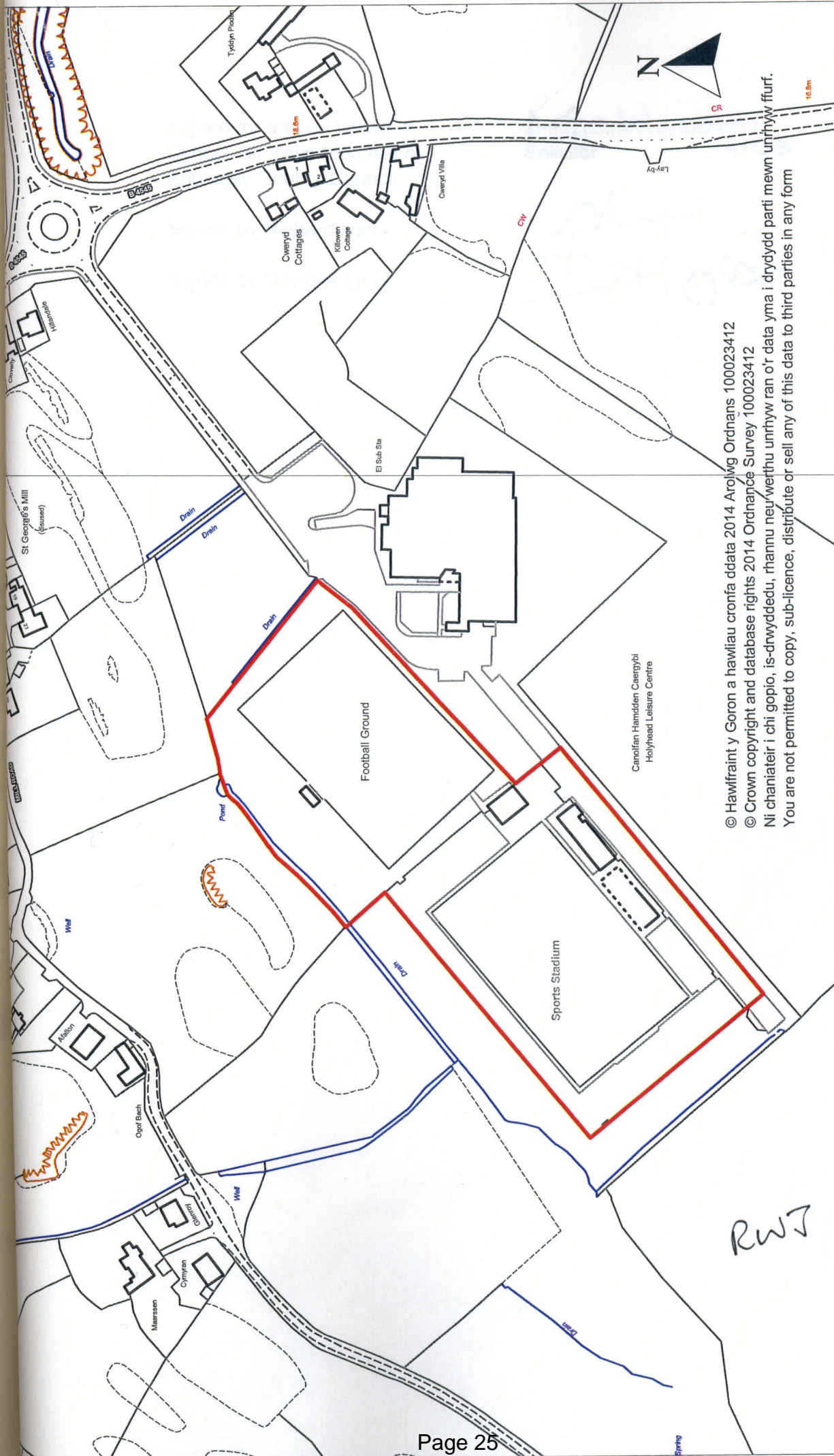
This licence has been entered into on the date stated at the beginning of it.



**Schedule    Rights granted to Licensee**

1.    The right for the Licensee to use:
  - 1.1    Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
  - 1.2    The Service Media serving the Property.





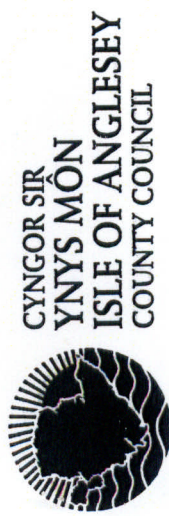
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RWT

CYNGOR SIR YNYS MÔN  
 ISLE OF ANGLESEY COUNTY COUNCIL

Swyddfa'r Sir  
 LLANGEFNI  
 Ynys Môn - Anglesey  
 LL77 7TW

Football facilities at the Leisure Centre, Kingsland, Holyhead, Anglesey  
 Premises Licence to Holyhead Hotspur Football Club





Signed for and on behalf of  
Cyngor Sir Ynys Mon/Isle of  
Anglesey County Council

Signed by Richard Parry

Signed by David Hughes

*Robyn W. Jones*  
Solicitor 4165

*[Signature]*

*[Signature]*