

## ISLE OF ANGLESEY CHARITABLE TRUST

<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>

- 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.
- 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.
- 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.
- 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

- 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

<b>Cyf. Ref.</b>	<b>Enw'r Mudiad Name of Organisation</b>	<b>Gwybodaeth Pellach a Ofynnwyd Additional Information Required</b>	<b>Cost Cost</b>	<b>Cais am Request</b>	<b>Sylwadau Remarks</b>	<b>Swm a Awgrymir Sum Suggested (£)</b>
<b>02</b>	<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>
<b>06</b>	<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>
<b>15</b>	<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>

YMDDIRIEDOLAETH ELUSENNOL YNYS MÔN Cyfleusterau Cymunedol - Grantiau Cyfalaf 2016/2017

ATODIAD B

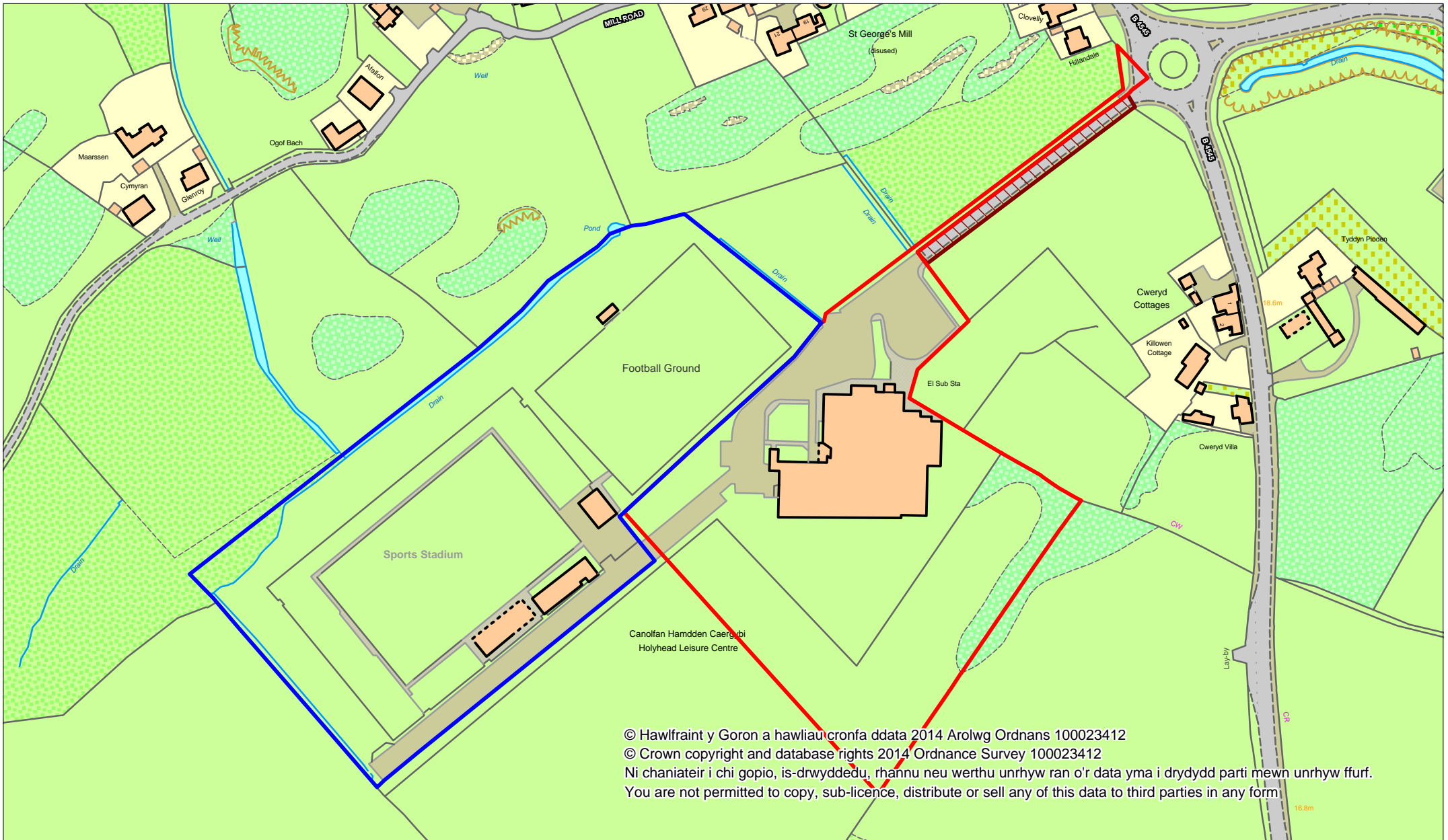
ISLE OF ANGLESEY CHARITABLE TRUST

Community Facilities – Capital Grants 2016/2017

APPENDIX 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	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. <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>	£10,948	£8,000	Mae'r cais yma yn cael ei gefnogi./ <i>This application is being supported.</i>	£7,664





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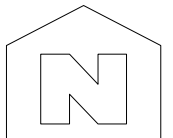


**CYNGOR SIR  
 YNYS MÔN  
 ISLE OF ANGLESEY  
 COUNTY COUNCIL**

**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.

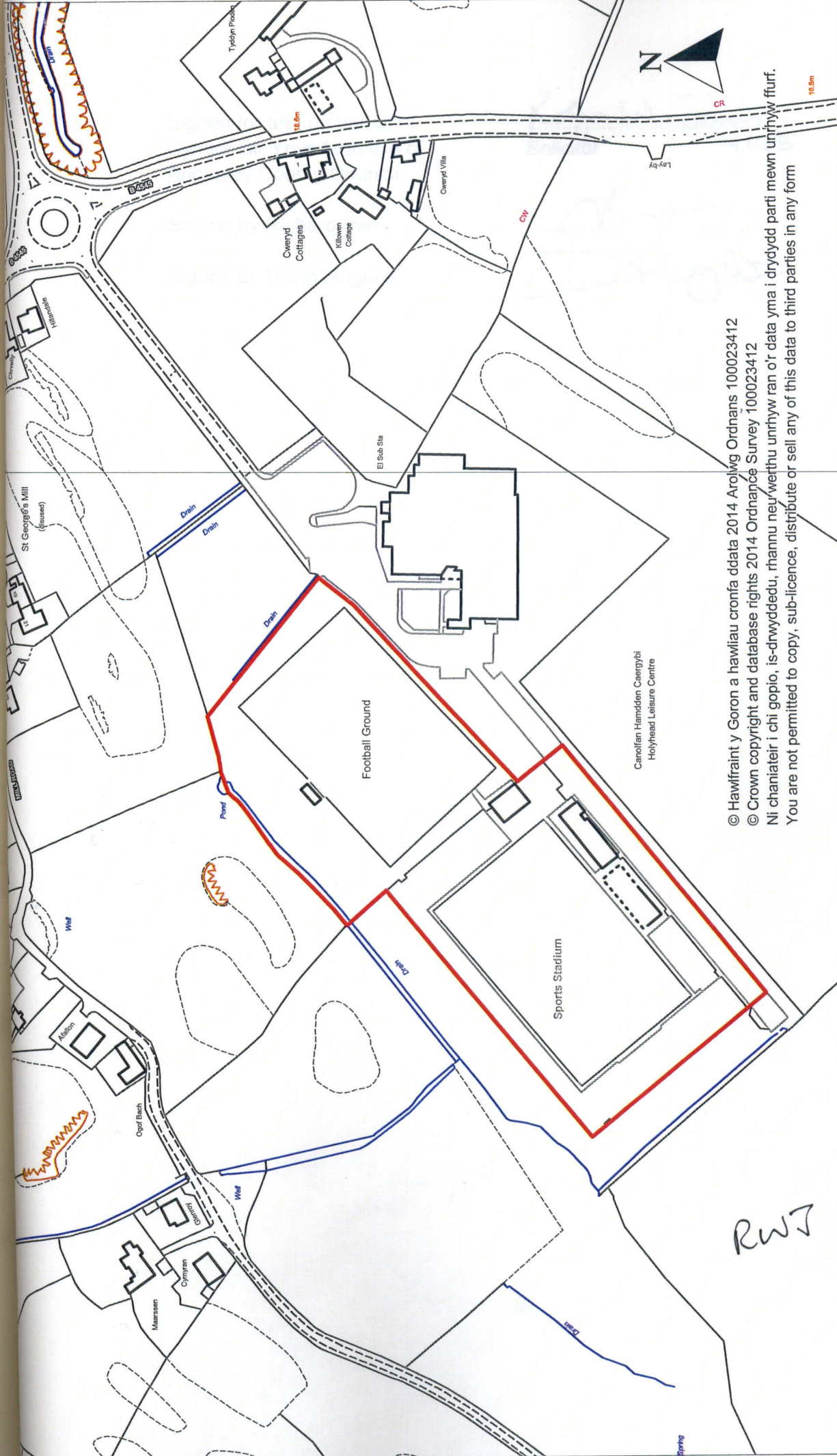


9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

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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RWJ

**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

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]*