

Please contact: [REDACTED]

Your ref:

Our ref: GM/113/DHI120418

Date: 1 May 2018

Mr Paul D P Scally
Chairman
Gillingham Football Club Ltd
Priestfield Stadium
Redfern Avenue
Gillingham
Kent
ME7 4DD

Valuation & Asset Management
Business Support Department
Gun Wharf
Dock Road, Chatham
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(DX140142 CHATHAM 8)
Telephone: 01634 306000
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Licence for Football Pitches

e-mail: [REDACTED]@medway.gov.uk

Dear Mr Scally

Southern Plateau, Beechings Cross, Gillingham.

I refer to your request for the use of football training facilities on the Southern Plateau at Medway Council's Beechings Cross site as shown edged red on the attached plan (the Site).

I confirm that Medway Council (Licensor) is prepared to grant Gillingham Football Club Ltd (Licensee) a licence to use the football pitches and facilities on the Site on the following terms and conditions:

1. The Licence is for a period of one year commencing from 1 June 2018 and terminating on 31 May 2019 (the Licence Period).
2. The Licensee to pay the Licensor a Licence fee of one peppercorn if demanded.
3. The Licensee is to only use the Site for football training for members of the Licensee including supervised football matches by the Licensee.
4. Except with the prior written consent of the council, during the licence period the Licensee shall not use the Site other than during:
 - Weekdays (but excluding Wednesday afternoons throughout the licence and Tuesday afternoons in May.)
 - Weekends when the pitches are not already in use. (The pitches are in use for league games and setting up/clearing away between 12 noon to 6PM on Saturdays and 9.00AM until 1.30PM on Sundays.)
5. The Licensee and Licensor agree the further terms and conditions and benefits and obligations set out in the Schedule attached to this Licence.
6. The Licensor will maintain the football pitches on the Site in good condition and repair in keeping with the best principles and practices of good groundsmanship.
7. Any damage resulting from the Licensee's use of the Site including the football pitches and facilities on the Site is to be made good to the satisfaction of the Licensor at the cost of the Licensee.
8. The Licensee is to be permitted to carry out improvements on the site provided that it:
 - Does this in conjunction with the council and the council's maintenance contractor.

- Obtains and maintains all necessary consents.
 - Completes the improvements to the council's satisfaction.
 - If required re-instates the improvements at the end of the licence.
 - Pays any additional outgoings in respect of the improvements.
9. Subject to obtaining Medway Council's written consent and all other necessary consents, the licensee to be granted permission to install an irrigation system at its own cost on the basis that it must carry out the works to the council's complete satisfaction, pay all additional outgoings and if required by the council remove the system and re-instate the Site to the council's satisfaction at the end of the licence.
 10. Subject to obtaining Medway Council's written consent, planning permission and all other necessary consents, the licensee to be granted permission to install permanent/temporary flood lighting at its own cost on the basis that it must carry out the works to the council's complete satisfaction, pay all additional outgoings and if required by the council remove the system and re-instate the Site to the council's satisfaction at the end of the licence
 11. The Licensee will have use of the changing rooms, toilets and car park (shown coloured blue on the attached plan) in common with the Licensor for the duration of the Licence Period.
 12. The Licensor takes no responsibility for football players, management and staff from accessing the Site and the Licensee will indemnify the Licensor against all claims costs and actions in respect of the Site including the use of the football pitches and facilities.
 13. The Licensee is to indemnify the Licensor against all claims costs and actions arising from the use of the Site and shall hold and maintain Public Liability Insurance with a reputable insurance company for at least £5 million per claim.
 14. The Licensee, its members and all persons authorised by the Licensee shall not cause a nuisance or annoyance to the Licensor, its neighbours or members of the public.

If the above terms and conditions are acceptable please sign and date the declaration on the 2 copies provided and return them to me.

Yours sincerely,



PA

Valuation & Asset Management Surveyor

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I confirm the above terms and conditions of the Licence are agreed.

Signe [REDACTED]
 (For and on behalf of Gillingham Football Club Ltd)

Print name..... PAUL D. P. SCALLY

Signed..... [REDACTED]
 (For and on behalf of Medway Council)

Print name..... Penny HOLMES

Date..... 1 May 2018

Schedule

For the Purposes of this Schedule only the Licensor shall be referred to as Medway Council and the Licensee as GFC.

1. Medway Council to be branded on all Home blue/black team shirts and replicas, worn by first team and all other teams under control of GFC including Ladies and Junior Centre of Excellence teams.
2. Medway Council to be branded on all team training wear worn by coaching staff at all levels.
3. Medway Council to be referred to "The Official Club Sponsor" for the Licence Period. Medway Council logo to be printed written on all corporate stationary reflecting status.
4. Priestfield Stadium to be referred as, "The Medway Priestfield Stadium" for the Licence Period.
5. Medway Council to be allocated one full page in match day programme.
6. Medway Council to be allocated 4 pitch side 20 foot advertising hoardings.
7. Medway Council to receive 50 complimentary match day tickets for community use for all league games at the Medway Priestfield Stadium.
8. Medway Council to be able to invite up to 4 VIP guests into the Boardroom for home league games, dress code essential.
9. "MEDWAY COUNCIL" to be displayed on all TV interview back drops.
10. "Medway Council" to be displayed on GFC Website as the Main Sponsor and on all home match day programmes.
11. Medway Council to be allowed to use the GFC logo or badge on promotional activity subject to approval from GFC, such approval not to be unreasonably withheld or delayed.
12. GFC will accommodate current, committed and contractual use of the Site agreed by Medway Council with third parties.
13. GFC will continue to pay rent and service charges for the Northern Plateau and pavilion.
14. Medway Council to maintain the dressing room areas.

15. Medway Council and GFC to enter into constructive discussions regarding a long term agreement to enhance and progress the facilities at Beechings Cross to the benefit of both parties.
16. GFC to be allowed to work with Medway Council marketing team to promote both parties association and products to the Medway Community.
17. GFC staff and players to be available to attend promotional activities with Medway Council to further the standing in the Community of both organizations, subject to availability.