

Dated: / /2026

BARNTON FOOTBALL CLUB
and
1874 NORTHWICH FOOTBALL CLUB

LICENCE TO USE FACILITIES AT
TOWNFIELD LANE
BARNTON, CHESHIRE CW8 4LH

FOR FOOTBALL SEASONS 2026/2027 to 2040/2041 inclusive

1. Parties

- 1.1 **Barnton Football Club** of Townfield Lane Barnton Cheshire CW8 4LH
- 1.2 **1874 Northwich Football Club** (Community Benefit, Society: Northwich Community Football Club Limited C/N 32017R)

2. Definitions

In this agreement unless the context otherwise requires:-

- 2.1 “the **League**” means The North West Counties Football League, the Midland Football League or any other League in which either team are playing for a given season.
- 2.2 “the **Designated Parts**” means such parts of the Stadium as are designated in Schedule 1 and such other parts as the parties may from time to time agreed in writing.
- 2.3 “the **FA**” means the Football Association.
- 2.4 “the **Facilities**” means the floodlighting system; the public address system and (subject to the Licensee installing any lines required at its cost) the telephone lines.
- 2.5 “**Insured Risks**” means the risk of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage, and bursting and overflowing of water pipes and tanks.
- 2.6 “the **Landlord**” means Barnton Parish Council
- 2.7 “the **Licence**” means the license granted by the Owner in clause 4
- 2.8 “the **Licence Period**” means a period of 15 years to cover seasons 2026-27 to 2040-41 inclusive
- 2.9 “the **Licensed Areas**” means those parts of the Stadium which are licensed for the sale of alcohol pursuant to the Licensing Act 1964.
- 2.10 “the **Licensee**” means 1874 Northwich Football Club.
- 2.11 “**Match Days**” means those dates allocated to the Licensee for the playing of matches pursuant to clause 4.3 and Schedule 2.
- 2.12 “**Overspill Car Parks**” means those additional car parks authorised for use by the landlord and notified as such to the Licensee.
- 2.13. “**Owner’s Match Days**” means those dates allocated to the Owner for the playing of matches
- 2.15 “the **Owner**” means Barnton Football Club

- 2.17 **“the Pitch”** means the playing area at the Stadium.
- 2.18 **“Safety Laws”** means the Health and Safety at Work Etc. Act 1974, the Safety of Sports Grounds Act 1975, the Fire Safety and Safety of Places of Sport Act 1987 and all other statutes, statutory instruments, by-laws, regulations or orders applicable to the Stadium or its use as a sports ground.
- 2.19 **“the Stadium”** means the football stadium and ancillary facilities situated at, and known as Townfield Lane, Barnton, Cheshire, being the land comprised within the number CH578922
- 2.20 **“CPI”** means the Consumer Price Index or any inflationary index that subsequently replaces it.

3. Interpretation

- 3.1 The headings in this agreement are for convenience only and shall not affect its interpretation.
- 3.2 References to clauses and schedules are references to clauses and schedules of this agreement, references to sub-clauses and paragraphs are, unless otherwise stated, references to sub-clauses of the clause or paragraphs of the schedule in which the reference appears and references to “this agreement” include the schedules.
- 3.3 References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time and shall include references to any provisions of which they are re-enactments.
- 3.4 Reference to the “representative” of either party means the party’s officers, employees and agents.

4. Licence to use Designated Parts

- 4.1 The Owner grants to the Licensee the non-exclusive license during the License Period to use the Designated Parts and the Facilities between the Permitted Hours on Match Days for playing:-
- 4.1.1 All its home matches during playing seasons the Licence Period in the following competitions:-
- a) The League or another league due to promotion or relegation
 - b) The League Cup of the League in which the Licensee operates
 - c) Cheshire Senior Cup
 - d) FA Vase/FA Trophy
 - e) FA Cup
- 4.1.2 Friendly Matches, (Option for two pre-season games) dates of which shall be agreed with the owner.

- 4.2 The Licensee is to have the right to charge members of the public (other than the Owner's representatives) for admission to the Stadium on Match Days to view the Match and to retain all gate receipts for its own use and benefit.
- 4.3 The protocol set out in Schedule 2 is to be followed by the parties when allocating those dates during the License Period which are to be designated as Match Days.
- 4.4 The parties agree that for the avoidance of doubt the Owner and its duly authorised representatives are to have unrestricted access to the Designated Part for the performance of their duties in the Stadium on Match Days.
- 4.5 The Club playing in the Higher League shall have priority in the event of the parties hereto both having fixtures scheduled for the same date. If both Clubs are playing in the same League then the Owners fixtures shall have priority
- 4.6 The Licensee will not be permitted to use the Training Pitch except on Match Days.
- 4.7 The Licensee will be permitted to house up to 2 containers in a mutually agreed location on the site. This to be at the Licensee's cost

5. Fees payable and conditions completed by the Licensee

5.1 In consideration of the grant of the Licence, the Licensee must:

5.1.2 Pay the Owner the following sums:

Behind-closed-doors Friendlies
Friendlies (up to 2 pre-season)
Fees per league game
Fee per cup game
Additional games by agreement



5.1.3 Pay the Owner the following other sums:

50% contribution to be invoiced for expenses relating to professional work undertaken in closed-season pitch preparation by outside contractors on the playing surface and to the cost of fertiliser for the aforementioned as agreed between the licensee and the owner.

50% contribution to the costs of any special project to improve the ground facilities subject only to prior specific agreement in advance between Licensee and Owner.

5.1.4 Review of Rent:

The above Licence Payments (as set out in 5.1.2) are to be reviewed on the Review Dates. This will be by way of a review in line with inflation every second year of the Licence Period and a full review every fifth year (the new rates to apply to every game in the subsequent playing seasons). For the avoidance of doubt, the Review Dates will be as set out below:

June 2028 – Inflationary Review
June 2030 – Inflationary Review
June 2031 – Full Review of Payments

June 2032 – Inflationary Review
June 2034 – Inflationary Review
June 2035 – Full Review of Payments
June 2036 – Inflationary Review
June 2038 – Inflationary Review

Inflationary Review

The Indexed Rent for a review will be determined by multiplying the Base Rent by the All Items index value of the CPI for the month that falls two months before the month in which the review dates falls then dividing it by the All Items index value of the month that falls two months before the Base Month.

The calculation is given below:

Indexed Rent (I)

Base Rent (B)

All Items Index value two months before base month (x)

All Items Index value two months before review date (y)

$$I = B \times (y / x)$$

Full Review of Payments

This is a negotiated settlement on the fifth and tenth year of the licence to reflect all current situations at that date.

- 5.1.5 The payments for the seasons referred to in this clause will be paid directly to the Barnton FC bank account on or before the 3rd day of the following month and shall be for all games played the previous month, e.g. on or before 3rd September the payment shall be made for all games played in August this to be in line with the details indicated in clause 5.1.2
- 5.2 The owner will provide the Licensee with a non-VAT invoice for every monthly payment

6. Licensee's Works

- 6.1 The Licensee is to be held responsible for, and to carry out any Works at its own cost and expense as may be required by any such higher standards as may be required by any higher League if the Licensee is promoted. If the Owner and Licensee are in the same League and any Works are required, the liability will be shared equally between them
- 6.2 The Licensee undertakes with the Owner to carry out any Works carried out to be:
- 6.2.1 In a workman like manner using good quality materials
- 6.2.2 In accordance with any planning, building control or other requisite consents to the standards imposed by and accordance with Safety Laws.
- 6.3 The Owner undertakes with the Licensee upon reasonable advance notice the Licensee and its contractors access to the Stadium between the hours of 8.00am and 6.00pm on weekdays and as such other times on weekdays and at weekends as the

Licensee may reasonably require in order to carry out any works, and enable representatives or any competent statutory authority to inspect-as required.

- 6.4 For the avoidance of doubt at the end of the License Period or upon the earlier termination of this agreement any improvement works carried out by the Licensee is to pass to the Owner.

7. Advertising Boards

- 7.1 The Owner retains the right to sell the advertising space on any advertising station around the perimeter of the Pitch or elsewhere in the Stadium during the Licence Period.
- 7.2 Licensee may sell advertising space on advertising stations and locations around the Stadium with the Owners consent (such consent not to be unreasonably withheld)
- 7.3 Licensee must dismantle and remove any such board or display at the end of the License Period subject to making good any damage to the Stadium caused thereby.

8. Match Days

- 8.1 A representative of the Licensee shall be designated as a Stadium Manager on each Match Day and will have overall responsibility for the health and safety of all persons present at the Stadium on Match Days and his/her decision on all issues of health and safety will be final and binding.
- 8.2 The Licensee shall provide on each Match Day sufficient stewards as may be required taking account of information and advice from the Owner to carry out effective management of the Stadium, spectator safety and control and car parking at the Stadium, and the Overspill Car Parks.
- 8.3 The Licensee is to have operational management and control of the Designated Areas during Permitted Hours.
- 8.4 The Licensee is to mark the pitch, operate the Stadium's turnstile, tannoy, kitchen (including hot beverages) and hospitality on Match Days and provide stewarding
- 8.5 The Licensee to provide food and beverages for players, officials, match officials, and the visiting team including their official. Licensee to keep all revenue returned from kitchen including hot beverages.
- 8.6 The owner will be responsible for providing cold beverage facility, this to include alcoholic and non-alcoholic options. Facility to be made available from 1hr before kick-off and for the duration of the game and post-match as required. Additional hours by request
- 8.7 The Owner's Representatives will use their best endeavours to ensure that the presence of their respective representatives at the Stadium on Match Days does not materially interfere with the performance of the Licensee's duties.

9. Pitch Maintenance

- 9.1 The Licensee shall be responsible for the preparation of the Pitch for licensee's Match Days (ie, line marking, flags). The Owner is responsible for all general pitch maintenance.
- 9.2 At the time of drafting, the Licensee's volunteer undertakes general pitch maintenance. It is intended that a similar cooperative relationship will exist throughout the Licence Period at any time where the Licensee has a suitable and willing volunteer. It is not however a Licensee obligation to provide such volunteer.

10. Owner's Obligations

- 10.1 Subject to clause 6.1, to maintain the Designated Parts in a state and condition which complies in all material respects with Safety Laws and the requirements of the League.
- 10.2 To supply heat, light and hot water to such of the Designated Parts as are required for use as changing and hospitality rooms to a standard commensurate with their use for such purpose but so that the Owner is not to be liable for any interruption in supply attributable to circumstances beyond its reasonable control.
- 10.3 To effect insurance against: -
- 10.3.1 Public and occupier's liability in the sum of £5,000,000.00 in respect of any one claim for bodily injury or disease or damage to the Property.
- 10.4 If at any time during the subsistence of this agreement the Stadium is damaged, is destroyed by one or more of the insured risks and payment of the insurance money is not wholly or partly refused because of any act of default of the Licensee, or anyone at the Stadium expressly or by implication with its authority, to use its reasonable endeavours to re-build, repair or reinstate the Stadium as soon as possible.
- 10.5 Allow the Licensee to retain any profit made arising from the sale of the kitchen catering facility including hot beverages supplies and on Match Days, advertising and sponsorship.

11. The Licensee's Obligations

- 11.1 To fulfil all payment obligations on the due dates as set down in clause 5.
- 11.2 To maintain public liability insurance in respect of its use and occupation of the Designated Parts on Match Days in the minimum insured of £5,000,000.00 in respect of any one claim for bodily injury or disease and damage and to supply to Owner upon written request with a copy of the Licensees insurance policy and premium receipt or other evidence that the policy is in force.
- 11.3 To admit spectators to the Stadium on Match Days upon and subject to their leagues, any FA's requirements and where appropriate, instructions from the Owner.
- 11.4 Not the use or permit the Designated Parts to be used for any purpose other than the playing and viewing of Matches and any hospitality ancillary thereto.

- 11.5 To supply sufficient suitably trained personnel staff to cover the areas of responsibility during Permitted Hours on Match Days.
- 11.6 Not to do or permit any act or thing on the Designated Parts which may be or might constitute a breach of Safety Laws.
- 11.7 Not to cause or permit damage to be caused to the Stadium by the Licensee or its representatives or any person expressly or by implication at the Stadium with its authority and to make good immediately at its expense any damage caused.
- 11.8 Not to obstruct the access to any fire equipment or the means of escape from the Stadium or any part of it or lock any fire door or escape exit whilst the Designated Parts are being used on Match Days.
- 11.9 Not to do or permit any act or thing on the Designated Parts which may or might violate the whole or part of any insurance affected by the Owner in respect of the stadium.
- 11.10 Not to do or permit any act or thing on the Designated parts which may be or become a nuisance for the owner or occupier of any land adjoining or in the neighbourhood of the stadium.
- 11.11 To observe such reasonable rules and regulations governing the use of the Designated Parts as the Owner may make and of which the Owner notifies the Licensee in writing from time to time.
- 11.12 Not to impede the Owner or its representatives in the exercise of their right to management and control of the Reserved Parts and the Licensed Areas.
- 11.13 To ensure changing rooms, toilets and all other facilities are cleaned and left in a tidy manner at the conclusion of any Licensee Match Day

12. Non-assignment

- 12.1 This benefit of this agreement is personal to the Licensee who may not assign or transfer this agreement or benefit of it to hold it in trust for any other person or sub-let the rights granted by it.

13. Termination

- 13.1 Either Party shall be entitled forthwith to terminate this agreement by notice in writing if:-
 - 13.1.1 The other goes into liquidation
 - 13.1.2 The other makes any voluntary arrangement with its creditors or becomes subject to an administration order.
 - 13.1.3 The other ceases or threatens to cease to carry on business

- 13.1.4 In the circumstances referred to in clause 2.2 if at the material time there is no prospect or reasonable prospect of the Designated Parts being fit for use before the end of the License period.
- 13.1.5 By giving 12 months' notice in writing unless the notice is served after the end of December in any given year, in which case the notice will run to the end of the following season.
- 13.2 The Owner may terminate this agreement if The Licensee breaches any of the provisions of this agreement and (in case of any such breach which is capable or remedy) fails to remedy the same within 30 days of receipt of a written notice from the Owner giving full particulars of the breach and requiring it to be remedied.
- 13.3. Any waiver by either party of any breach of any provision of this agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.4 The right to terminate this agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other antecedent breach of this agreement.

15. Confidentiality

- 15.1 Subject to Clause 15.2 each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing this agreement which relates to:
 - 15.1.1 The provision or subject matter of this agreement
 - 15.1.2 The other party or its affairs
- 15.2 Either party may disclose information which would otherwise be confidential if and to the extent:
 - 15.2.1 Required by law; and/or
 - 15.2.2 Disclosed to the professional advisors, auditors, bankers or each party of each party under terms of confidentiality; and/or
 - 15.2.3 The other party has given prior consent to the disclosure; and/or
 - 15.2.4 Such disclosure is requested by the FA or any other governing body whose rules either party may be subject to from time to time.
- 15.3 The restrictions contained in this clause shall continue to apply after the termination of the agreement without limit in time.

16. Announcements

Neither party is to issue any press release or make other official statement or announcement about licensee's use of the stadium without the prior written approval of the other.

17. Suspension of Obligations

If the Stadium is destroyed or damaged by fire or any other Insured Risks so that the Designated Parts or any material party of them are unfit to use by the Licensee then any future

obligations of the Owner and the Licensee (other than the obligation to lay out any insurance monies in the repair or reinstatement of the Designated Parts) will be suspended with immediate effect until such time as the Designated Parts are rendered fit for use again but without prejudice to any liability of either part to the other for any antecedent breach of contract.

18. Consultation and dispute resolution

- 18.1 Each party shall appoint by notice in writing to the other a director or senior employee (in this clause 20 "the project representative") with responsibility for coordinating the use of the Designated Parts by the Licensee on Match Days.
- 18.2 The Project Representatives are to convene meetings at not less than monthly intervals or at such other shorter intervals as mutually agreed to take place at the Stadium or at some alternative location agreed between them.
- 18.3 The parties are to use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this agreement or any breach of it. If any such dispute cannot be settled amicably through ordinary negotiations by the project representatives, the dispute shall be referred to the chairman of each party who will meet in good faith in order to try and resolve the dispute.
- 18.4 If any dispute or difference arising out of, or in connection with this agreement is not resolved through the procedures referred to in clause 20, the dispute or difference is to be referred to arbitration pursuant to the Arbitration Act 1966 by a single arbitrator to be agreed upon by the parties, or, in default of agreement, appointed (in the case of any dispute or difference under Schedule 2) by the FA or (in any other case) by the president for the time being in the Chartered Institute of Arbitrators.

19. Whole Agreement

- 19.1 This agreement constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties, assurances and agreements of any nature, whether in writing or oral, relating to such subject matter.
- 19.2 No additions to, or variations from this agreement shall be binding unless made in writing.
- 19.3 This Licence / agreement supersedes any previously agreed licence between Barnton FC and any other part

20. Counterparts

This agreement may be executed in two counterparts which shall together constitute an agreement. Either part may enter into this agreement by signing any such counterpart.

21. Notices

- 21.1 A notice under this agreement must be in writing and, unless the receiving part (or its authorised agent) acknowledges receipt, is valid if, and only if,
- 21.1.1 It is given by hand, sent by registered post or recorded delivery, or sent by email provided a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day; and
 - 21.1.2 It is served at the address of the receiving party at the head of this agreement or such other address as either part may notify the other as its address for service for purpose of this agreement.
- 21.2 Unless it is through the post undelivered, a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever or whether or not it is received.

22. Rights of Third Parties

No term of this agreement is enforceable pursuant to the Contracts (rights of third parties) Act 1999 by any person who is not a party to it.

23 Exclusion of Landlord and Tenant Act 1954

The Licensee acknowledges that it has no statutory rights either express or implied pursuant to the Landlord and Tenant Act 1954 or other relevant legislation

24 Cooperation

The Licensee and the Owner agree to cooperate fully at all times and provide 3 representatives for a monthly meeting to ensure that the ground share operates efficiently and to also address areas of concern and non-conformity. The Owner is to convene any such meetings.

25 Sponsorship

The Licensee may agree sponsorships and retain 100% of the income generated thereby. The Licensee shall be responsible for all costs and arrangements for any such sponsorships

26. Dealings with Landlord

- 26.1 The Owner shall be responsible for all correspondence with the Landlord
- 26.2 The Owner and the Licensee shall use their best endeavours to enforce and implement the instructions and any other reasonable requirements of the Landlord
- 26.3 The Owner and the Licensee shall arrange to meet with the Landlord at the first mutually convenient opportunity after the end of each season to review the preceding season and highlight any issues, concerns or complaints
- 26.4 Should the Landlord report any significant and continued breached of the obligations within this Licence then the Landlord can request that the Owner to terminate this Licence

27. Testimonial

This agreement has been entered into by the parties on the above date

SCHEDULE 1

Designated Parts

The pitch and trainers' boxes (dugouts)

Training pitch (on Match Days only)

Terraces

Stands

Toilet facilities for spectators

Turnstiles

Players and match officials dressing/changing rooms

Medical Treatment room

Press facilities

Kitchen Facility

Club House

Boardroom

Stadium control room

Car parking areas at the Stadium

SCHEDULE 2

Protocol for allocating Match Days

1. The Owner's matches in the League, League cup competition, any FA competition or Cheshire Senior Cup shall take precedence over the Licensee's matches in the same competition. It is the Licensee's responsibility to rearrange such fixtures.
2. The Licensee may play FA Cup, FA Trophy or FA Vase fixtures on a Friday evening or Sunday afternoon, subject to the Pitch being fit for play and the Stadium being available, on a weekend in which the Owner has scheduled a home fixture.
3. If a Licensee's league match is postponed because of:
 - a) Inclement weather, or
 - b) The Owner's commitment in an FA competition, League cup competition or Cheshire Senior Cup,the Licensee's fixture is to be re-arranged for a date when the Stadium is not required for use by the Owner.
4. Unless the Licensee gives more than 5 days prior written notice to the Owner to the contrary, the kick off time of each Match is to be as follows:
 - a) Weekend afternoons: 3.00pm
 - b) On a weekday other than a Bank Holiday: 7.45pm
 - c) On a Bank Holiday: 3.00pm

	For the Owner BARNTON FC	For the Licensee 1874 NORTHWICH
Signed by		
Name		
Date		
Duly authorised signature on behalf of		
Witness Signature		
Witness Name		
Date		
Witness Address		