

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_  
1996 **BETWEEN:-** (1) **GILBRAITH SKIP HIRE**  
**LIMITED** whose registered office is at Whalley Road Altham Accrington Lancashire  
("the Owner") and

being the present Trustees of the **BURNLEY PENDLE AND DISTRICT**  
**ANGLERS CLUB** of  
("the Licensees")

**WHEREBY IT IS AGREED** as follows:-


1 **Definitions**

In this document the following expressions have the meanings set out below (unless the context otherwise requires):-

- |     |                        |  |
|-----|------------------------|--|
| 1.1 | 'the Club'             | means Burnley Pendle and District Anglers Club   |
| 1.2 | 'the Licensees'        | means the trustees for the time being of the Club  |
| 1.3 | 'the Plan'             | means the plan attached to this document   |
| 1.4 | 'the Lake'             | means the freshwater for the time being covering the area hatched blue on the Plan and known as Lowerhouse Lake, Rosegrove, Burnley          |
| 1.5 | 'the Premises'         | means the waters, lands, facilities and accesses to which this Licence relates   |
| 1.6 | 'the Fishing Rights'   | means the exclusive right to fish in the Lake by means of rod and line only  |
| 1.7 | 'the Ancillary Rights' | means the various rights particularised in clause 2(1) and 2(2) for the purpose of exercising the Fishing Rights but no further or otherwise |

2 **Licence**

The Owner allows permission for the Licensees (for the benefit of themselves and other members for the time being of the Club) to exercise the Fishing Rights **TOGETHER WITH** the Ancillary Rights over the Premises, namely:-

- 2.1 to use the Lake (or such greater or lesser area as may be available from time to time having regard to the activities of the Owner in excavating and backfilling the land under or adjacent to the Lake)
- 2.2 to obtain access to the Premises in the following manner but by no other means namely via the public footpath leading from Lowerhouse Lane coloured brown on the Plan
- 2.3 to fish only from the permanent fishing platforms provided 

3 **Rights exercisable by the Club**

The Ancillary Rights are to be exercised by the Club in common with the Owner and all other persons authorised by it to use the Premises EXCEPT that no licence may be granted in respect of the Fishing Rights other than this Licence

4 **Duration**

This Licence is to continue for a One year period from and determine in accordance with the provisions herein contained

5 **Consideration**

The Consideration is to be the payment of the sum of **ONE POUND** (£1.00) on the execution hereof and the carrying out by the Club of any reasonable improvement works to be specified by the Owner such works to be financed by the collection of monies from day tickets issued by the Club the price of which shall be approved annually in advance by the Owner

6 **Licensees' Obligations**

The Licensees agree with the Owner on behalf of themselves and every member for the time being of the Club to comply with the conditions specified in the First Schedule

7 **Owner's Obligations**

The Owner agrees with the Licensees to comply with the conditions specified in the Second Schedule

8 **General**

**PROVIDED ALWAYS** and it is hereby agreed that the provisions specified in the Third Schedule apply to the arrangements agreed between the parties

AS WITNESS whereof executed as a Deed by the parties hereto the day and year first before written

SIGNED by HENRY HASLEM )  
GILBRAITH for and on behalf of )  
GILBRAITH SKIP HIRE LIMITED )  
in the presence of:- )

SIGNED AS A DEED by the said )  
 )  
 )  
as Trustees for and on behalf of )  
BURNLEY PENDLE AND )  
DISTRICT ANGLERS CLUB )  
in the presence of:- )



FIRST SCHEDULE  
Licensees' Obligations


**1 Payments**

To pay the consideration on the days and in the manner specified

**2 Outgoings**

To pay all outgoings payable in respect of the Premises but only in so far as the same are attributable to this Licence

**3 Use of Premises**

Not to use the Premises otherwise than for the purposes of the Fishing Rights 

**4 Signs**

To erect and maintain (in a prominent position and in a form to be agreed in advance with the Owners) adequate notices to the public and to members of the Club of the rights and duties prescribed by this Agreement


**5 Damage**

To exercise the Ancillary Rights and to secure that the same are exercised by all members of the Club and lawful visitors to the Premises so as to cause as little damage as possible to the Premises and to pay full compensation for any such damage

**6 No interference with the Owner**

To conduct the activities of the Club so as not to interfere with the use and enjoyment of the Premises by the Owner and others authorised by the Owner and in particular to grant free Fishing Rights over the Premises to the members of the former Committee of the Lowerhouse Wildlife Preservation Society and for one representative of the Owners


**7 Trespassers**

To use their best endeavours to expel any persons poaching or trespassing on the Premises 

**8 Protection**

To protect and preserve the fish in the Lake and to protect and preserve the ducks swans and other birds visiting the Premises

**9 Apparatus**

Not to ~~use or~~ permit to be used for the capture of fish any engine device or apparatus   
other than rods and lines with landing nets as auxiliary to them

**10 Type of boats**

Not without the previous written consent of the Owner to use any boat on the Lake which is propelled otherwise than by oars

**11 Litter**

To keep the Premises clean and tidy and clear of litter and not to pollute the Lake

**12 Exercise of Fishing Rights**

To ensure that the Fishing Rights are exercised in a fair and sportsmanlike manner and only during the proper season

**13 Weeds**

To ensure that in protecting and maintaining the Lake for fishing purposes any removal of weed from the water is carried out only after agreement with the Owners as to the nature and extent of the work to be carried out and by the use of environmentally friendly means and so as to preserve adequate reserves of weed for the ducks and swans now reliant upon them

**14 Persons covered by Licence**

Not to allow the Fishing Rights to be exercised by any person other than by members of the Club (not to exceed [ ] members at any one time)

**15 Membership cards**

To issue each member of the Club a membership card which is to be produced on request to the Owner or its duly authorised representative

**16 Size of fish**

Not to take from the Lake any Trout measuring less than 12 inches in length or any measuring less than [ ] cm in length (the measurements to be made from the snout to the fork of the tail) but immediately on catching such Trout measuring less than the specified length to return the same to the Lake with the least possible injury



**17 Byelaws**

To comply with the fishery byelaws for the time being in force of the Water Authority for the area

**18 Sub-Licence**

Not to sub-licence or part with the Fishing Rights or any part of them

**19 Assignment**

Not to assign the benefit of this Licence EXCEPT for the purpose of vesting the same in the trustees for the time being of the Club

**20 Indemnity**

To indemnify the Owner against all claims proceedings costs and expenses arising from or in connection with the licensing of the Fishing Rights (EXCEPT to the extent that the same is shown to have been caused by the negligence of the Owner or its employee or agent) provided that the Owner may not settle or compromise any such claims or proceedings without the written consent of the Licensees (such consent not to be unreasonably withheld)

**21 Insurance**

To effect adequate insurance cover in a sum approved by the Owner and with an insurance company of repute at the expense of the Licensees by a policy in the joint names of the Owner and the Licensees against public liability and all claims arising from this Licence and on request to produce to the Owner the policy and the last receipt for the premiums paid.

**22 Removal of works**

Within 12 calendar months of the determination of this Licence on receiving a written request from the Owner beforehand to remove all launching places or other works constructed on the Premises by the Club and to leave the Premises clean and tidy to the reasonable satisfaction of the Owner

**23 Lighting of fires**

The lighting of fires is strictly prohibited at all times

**24 Bailiffs**

The Club will provide adequate supervision of the fishing and to protect the fish and the Fishing Rights and to ensure that discarded fishing lines and other tackle are removed from the water and to exercise control of the site overall

**SECOND SCHEDULE**

**Owner's Obligations**

**THIRD SCHEDULE**

**Provisos**

**1 Accidents**

The Owner is not liable to the Licensees nor to the Club nor to its members or visitors for any injury damage loss or inconvenience (whether to persons or property) sustained as a result of entry by them upon the Premises (**EXCEPT** to the extent that the same is sustained as a result of the negligence of the Owner or its employees or agents) it being the intention of and agreed between the parties that the Licensees the Club its members and visitors enter the Premises entirely at their own risk

**2 Reservations**

Despite what is stated in clause 2 the Ancillary Rights do not prevent the Owner or those authorised by it from doing any of the following things:-

- 2.1 excavating or pumping out or removing by suction any part of the lands for the time being adjoining the Lake or under the Lake in the course of its operations as extractors of sand and gravel or in complying with its obligations in relation to its adjoining or adjacent land
- 2.2 crossing the premises in connection with such business or otherwise by boats or vehicles
- 2.3 shooting fowl and taking game and entering upon the Premises for the purpose of sporting viewing and protecting the game and for any other purpose in



connection with the same

**3 Exclusion of members**

The Owner may exclude from the exercise and enjoyment of the Fishing Rights any person who fails to produce his membership card or day ticket to the Owner or its authorised representative when required or who commits a breach of any of the conditions specified in the First Schedule

**4 Licence only**

It is specifically agreed between the parties that this Agreement constitutes a licence and is not intended to confer a lease or tenancy upon the Licensees or the Club or its members and that possession of the Premises is retained by the Owner subject only to the terms of this Licence

**5 Determination by Owner**

5.1 The Owner may forthwith give notice in writing to the Licensees to determine this Licence (but without prejudice to any subsisting right of action of either party under this document) on any of the following events:-

5.1.1 if the Club is dissolved

5.1.2 if the Club, its trustees or committee for the time being make any arrangements with the creditors of the Club

5.1.3 if there is a persistent or continued breach of any other conditions specified herein and in the opinion of the Director of Recreation and Leisure Services the Owner's interest are not being properly protected

5.2 The Owner may at any time give not less than one month's notice to determine this Licence in the event of the Owner entering into a contract to dispose of its interest in the Premises