

SUPPLEMENTARY ITEM

WINGERWORTH LIDO

ASSET MANAGEMENT BOARD (AMB) DOCUMENTS

Lease Agreement with Clay Cross and District Angling Association (CCDAA) – dated 30 August 2006 (includes page 6 of Lease that was missing from the original pack)

THIS DEED made the day of 30th August 2006
BETWEEN (1) NORTH EAST DERBYSHIRE DISTRICT COUNCIL of
Council House Saltergate Chesterfield Derbyshire S40 1LF (hereinafter
called "the Council") and (2) [REDACTED]

[REDACTED] and [REDACTED]
[REDACTED] ("the Tenants" being the present trustees
of the Clay Cross and District Angling Association)

WITNESSES as follows:

1 Definitions

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

- 1.1 "the Plan" means the plan enclosed with this document
- 1.2 "the Lido" means so much of the Lido as flows through the Council's
property known between the points marked A and B and shown
coloured red on the Plan
- 1.3 "the Club" means the Clay Cross and District Angling Association
- 1.4 "the Fishing Rights" means the exclusive right to fish in the Lido

2 Demise

In consideration of the Tenants' covenants the Council grants to the
Tenants on behalf of themselves and the other members for the time
being of the Club and their lawful visitors the Fishing Rights -
TOGETHER with the right of access from and to the public highway
shown on the Plan and of passing along the banks of the Lido
between the points marked A and B on the Plan for the purpose of the
Fishing Rights but not for any other purpose TO HOLD the same to
the Tenants for the term of 5 years from the 1st day of December
2005 paying during the tenancy annually (and proportionately for any
fraction of a year) the rent of £400 plus value added tax

3 Tenants' Covenants

The Tenants jointly and severally covenant with the Council that they and every member for the time being of the Club will comply with the conditions specified in the First Schedule

4 Council's Covenants

The Council covenants with the Tenants to comply with the conditions specified in the second schedule

5 General

PROVIDED ALWAYS and it is agreed that the provisions specified in the third schedule apply to the arrangements agreed between the parties

6 Successors

The expressions Council and Tenants where the context so admits include their respective successors in title (which in the case of the Tenants means the trustees for the time being of the Club)

7 I/WE certify that there is no agreement for Lease (or Tack) to which this Lease (or Tack) gives effect

IN WITNESS whereof the Council has caused its Common Seal and the Trustees have set their hands the day and year first before written

FIRST SCHEDULE
Tenants' Obligations

1 Rent

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

2 Rates

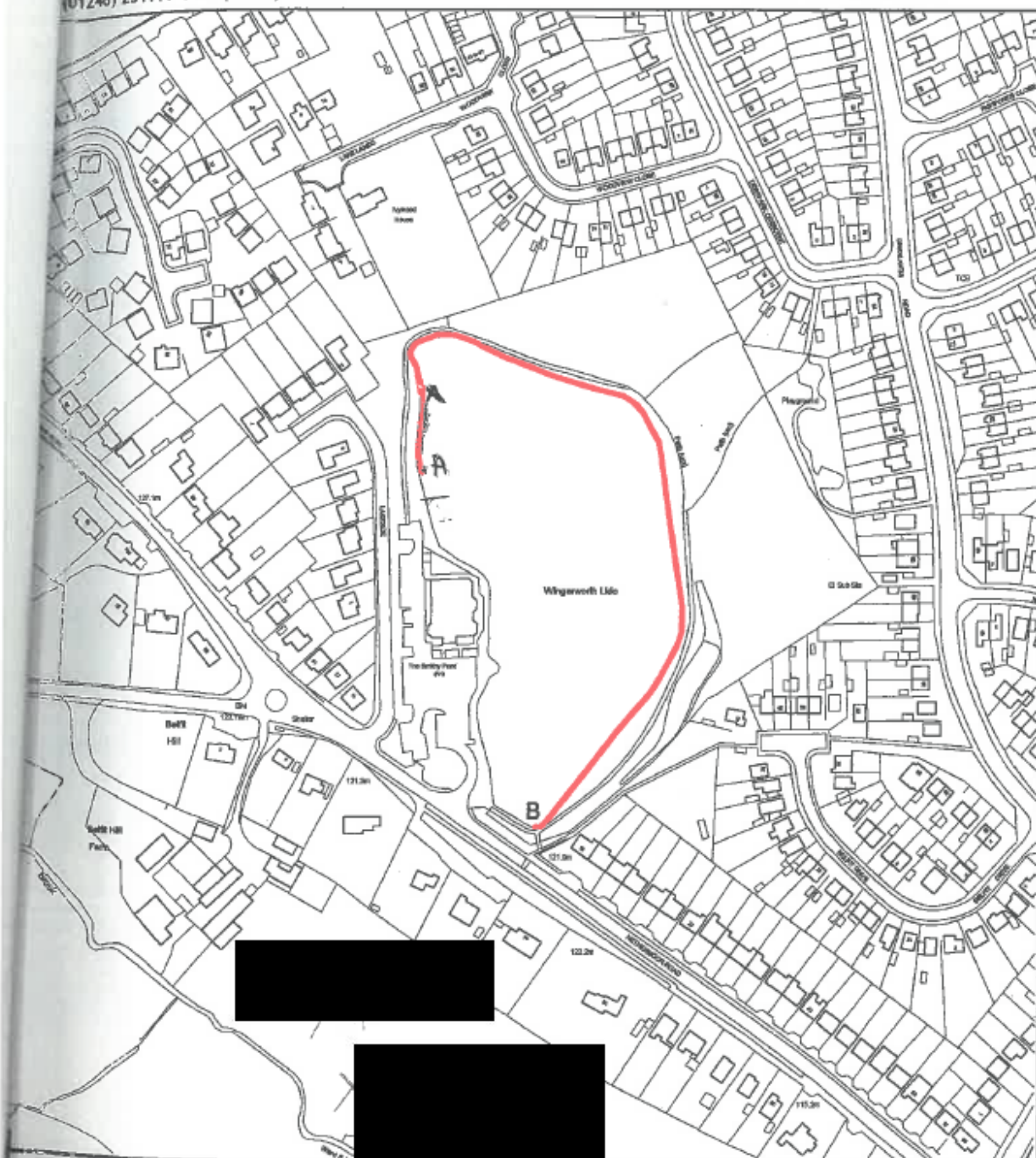
To pay all rates taxes and outgoings in respect of the Fishing Rights

3 Fish Stocks

To protect and preserve the fish in the Lido including spawn and young fish and to restock the Lido as deemed necessary

B.Sc., M.A., M.R.T.P.I.
Planning & Development
NORTH EAST DERBYSHIRE DISTRICT COUNCIL
COUNCIL HOUSE, SALTERGATE,
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North East
Derbyshire
District Council



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NORTH EAST DERBYSHIRE DISTRICT COUNCIL

Version No. 10010005 2008

Scale 1 : 2500



Plan No. 20347

FISHING RIGHTS ON WINGERWORTH LIDO

4 Protect Banks

To exercise the Fishing Rights and to use their best endeavours to ensure that the same are exercised by all members of the Club so as not to cause damage to the banks of the Lido and to the Council and other holding lands on or adjoining such banks and to pay full compensation for any damage caused by such exercise

5 Exercise of Rights

To exercise the Fishing Rights and to use their best endeavours to ensure that the same are exercised by all members of the Club in a fair and sportsmanlike manner by fair rod and line angling

6 Nets

Not to attempt to capture or permit the capture of fish by netting except for the removal of coarse fish or for the sole purpose of procuring fish baits. Not to use or permit to be used for the capture of fish any engine device or apparatus other than rods and lines with ordinary landing nets as auxiliary to them

7 Fishing by Members

Not to permit the Fishing Rights to be exercised by any persons other than registered members of the Club not at any one time exceeding 50 in number and to issue to each member a membership card which if required must be produced to the Council or its authorised representative or with the Councils written consent upon terms that the Council considers appropriate to members of the general public

8 Bailiffs

To employ at the Tenants' expense at least one full time competent bailiff to supervise the Lido and protect the fish in it and to expel all persons poaching or trespassing on the Lido for the purpose of fishing

9 Claim by Third Party

To give immediate notice to the Council if any third party under a claim of right or otherwise attempts to take fish from the Lido and to permit the Council at its own expense to use the name of the Tenants in any proceedings against any unauthorised person attempting to capture fish in the Lido

10 Assignment

Not to assign underlet or transfer the Fishing Rights or any part of them (except for the purpose of vesting the same in the trustees for the time being of the Club) or to grant licences to fish in the Lido except to members of the Club

11 Byelaws

To comply with the fishery byelaws for the time being in force of the Environment Agency for the area

12 Match Fishing

Charity fishing matches are permitted, however there is to be no more than 5 per year and non charitable fishing matches are not to be carried out or permitted on the Lido whatsoever

13 Indemnity

To indemnify the Council against all claims proceedings costs and expenses arising from or in connection with the grant of the Fishing Rights (EXCEPT to the extent that the same is shown to have been caused by the negligence of the Council or its employees or agents) - PROVIDED that the Council may not settle or compromise any such claims or proceedings without the written consent of the Tenants (such consent not to be unreasonably withheld)

14 Yield Up

At the end or sooner determination of the tenancy peaceably to yield up the Fishing Rights to the Council

15 Payment of Costs

To pay the Council's reasonable legal costs incurred in connection with the preparation of this lease and its Counterpart and all matters connected herewith

16 Keep Clear

To ensure that the part of the Lido to be fished is kept clear of weeds and plants some all such as are necessary for the proper maintenance and health of fish and after having obtained the prior written approval of the councils Deputy Chief Executive (Service Delivery) for the time being.

17 Daylight Hours Only

To permit fishing only during the hours of daylight

18 Fishing from Reed Beds

To only fish in the area of reed beds from stands built by the Club to the entire satisfaction of the Council's Deputy Chief Executive (Service Delivery) for the time being

19 Not to permit harm or injury or interference with birds wildfowl or other wildlife present or resident in the Lido

20 To notify forthwith the council's Deputy Chief Executive (Service Delivery) for the time being of any damaged missing or defective equipment whether life saving or otherwise

SECOND SCHEDULE
Council's Obligations

1 Banks

To keep the banks of the Lido in good condition and on receiving written notice from the Tenants immediately to make good any

damage to the banks (unless caused by the Tenants) and to cut and trim the trees and bushes growing on the banks

2 Grating

To permit the Tenants to fix such gratings in the Lido as may be reasonably necessary for the protection of the fish in it

3 Pollution

To use its best endeavours to prevent the Lido from being drawn off raised lowered or polluted so as to materially affect the proper exercise of the Fishing Rights

4 No interference

If the Tenants and the members of the Club comply with the conditions specified in the first schedule to permit them peaceably to enjoy the Fishing Rights during the tenancy without any interference by the Council or any person rightfully claiming under or in trust for it

THIRD SCHEDULE

Provisos

1 Accidents

The Council will be liable for any injury sustained by the Tenants despite paragraph 13 of the first schedule (whether to persons or property) due to giving way of the banks of the Lido but only if he has received prior written notice that the same were unsafe and for 90 days after the date of that notice failed to repair the same

2 Determination by Council

The Council may by 3 months notice in writing to the Tenants determine the tenancy (but without prejudice to any subsisting right of action of either party under this document) in any of the following events:

2.1 if the rent is 21 days in arrear

2.2 if the Club is dissolved

- 2.3 if the Club, its trustees or committee for the time being make any arrangements with the creditors of the Club
- 2.4 if any member or lawful visitor of the Club commits a breach of any of the conditions numbered specified in the first schedule
- 2.5 if there is a persistent or continued breach of any other condition specified in the first schedule

3 Determination by either Party

Either party may determine the grant of the Fishing Rights at the end of the third upon giving 6 months previous notice in writing to the other (but without prejudice to any subsisting right of action of either party under this document)

4 Exclusion of Members

The Council may exclude from the exercise and enjoyment of the Fishing Rights any person who fails to produce his membership card or other authority as a visitor of the Club to the Council or his authorised representative when required or who commits a breach of any of the conditions specified in the first schedule PROVIDED that such exclusion will not remain in force for more than 28 days in respect of each such failure or breach

5 Repair and Renovation Work

- 5.1 The Council reserves the right to carry out repair and renovation work to the banks and walls of the Lido irrespective of water levels being reduced thereby
- 5.2 The Council further reserves the right to request that fishing shall cease during any period of water levels being reduced as referred to in paragraph 5.1 to this Schedule and the Club shall comply forthwith with such request
- 5.3 The Council also reserves the right to inspect the inlets and outflows of the Lido and to carry out all necessary works consequent thereon

6 Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to any notices to be served under this document

7 Arbitration

- 7.1 If any dispute arises between the parties in relation to this document the same is to be referred for determination by a single arbitrator under the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment for the time being in force
- 7.2 The arbitrator is to be agreed to in writing by the parties or failing such agreement within one month is to be nominated by the President for the time being of the Salmon and Trout Association

SIGNED AS A DEED by the said)

in the presence of:)

Witness Signature

Witness Name:

Witness Address:

Witness Occupati

SIGNED AS A DEED by the said)

in the presence of

Witness Signature

Witness Name:

Witness Address:

Witness Occupation

3-12-04

Dated 30th August 2006 2006

NORTH EAST DERBYSHIRE
DISTRICT COUNCIL


to

CLAY CROSS AND DISTRICT
ANGLING ASSOCIATION

Counterpart
LEASE

Lease of Fishing Rights
at Wingerworth Lido

File Ref: Win 26/2


Head of Legal and Democratic
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North East Derbyshire District
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