

THIS LICENCE is dated the  
BETWEEN:

and is made

## 1. Definitions and Interpretations

In this licence, except where the context otherwise requires, the following terms shall have the following meanings.

**'Fishing Rights'** means the right to fish in the River using rod and line only but not including any right to carry any fish away;

**'Licence Fee'** means £3200 per year

**'Licence Period'** means from 01/04/2025 to 31/03/2028 (inclusive)

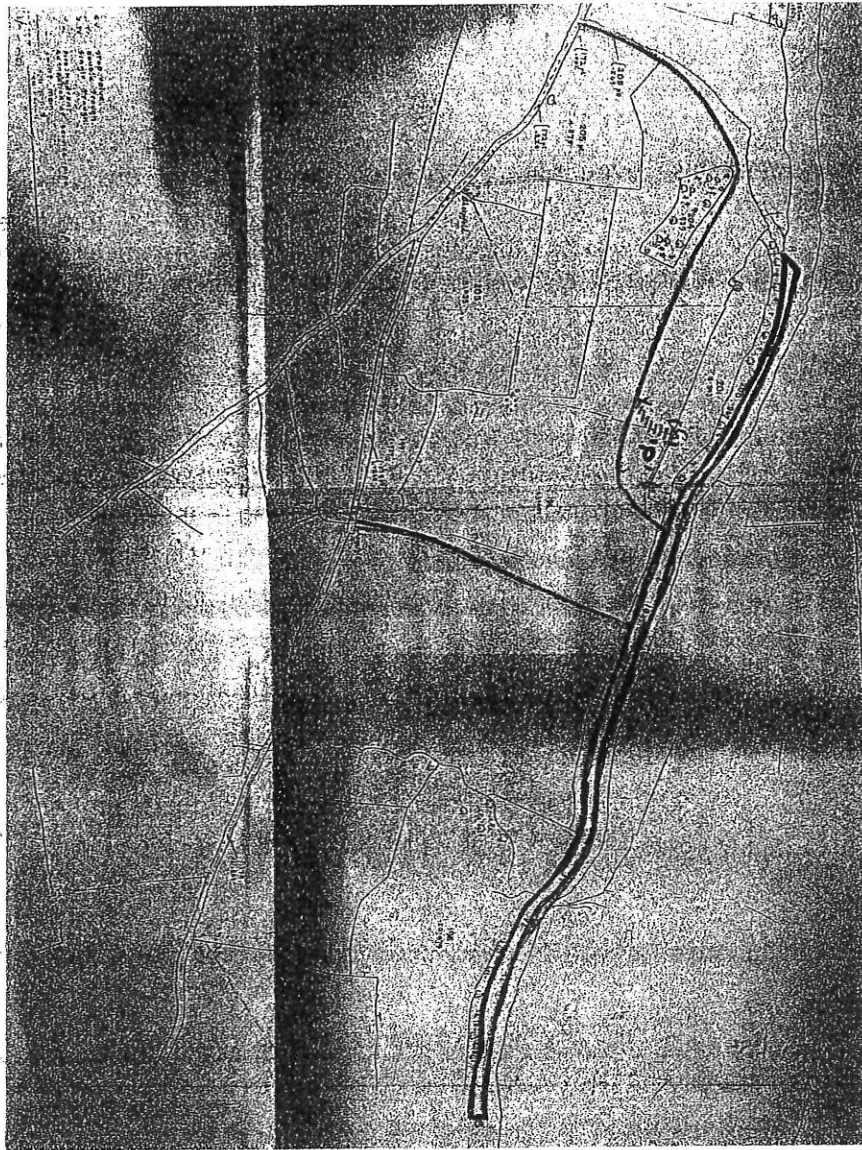
**'Licensor's Premises'** means the Licensor's premises on the River Wharfe in the Parish of Thorpe.;

**'Parking Area'** means the parking area on the Licensor's Premises [Marked 'P' on the plan attached to this licence] and signposted.

**'River'** means the stretch of the river Wharfe at the Licensor's Premises between points A and B on the plan attached to this licence.

## 2. Grant of Fishing Licence

1. The Licensor permits the Licensee (on behalf of themselves and the other members for the time being of the Club and all those authorised by the Club) to exercise the Fishing Rights.
2. The Licensor also grants the following rights to the Licensee to be exercised in connection with the exercise of the Fishing Rights:
  1. the right to enter and pass over the Licensor's Premises by foot over the route(s) designated by the Licensor in order to gain access to the river and exercise the Fishing Rights;
  2. the right to enter and pass over the Licensor's Premises with or without vehicles over the route designated by the Licensor in order to gain access to and egress from the Parking Area;
  3. the right to park up to four vehicles in the Parking Area.



3. The Fishing Rights and the rights referred to in clause 2.2 are to be exercised in common with the Licensor and the Licensor may authorise in writing the right for two persons at all times to fish by rod and line only in the said portion of the said river in accordance with the rules for the time being of the Club. The Licensor shall not grant any other person a licence or any other right in respect of the Fishing Rights.
4. The Licensor grants the Licensee permission to fix such devices in the river as may be necessary or desirable for the proper protection and preservation of the fish therein, and to erect and maintain not more than three notices in terms to be approved by the Licensor (such approval not to be unreasonably withheld) on the land of the Licensor to warn off any potential trespassers and to protect the Licensee's rights granted hereunder. The Licensor shall not be under any obligation to apprehend trespassers and shall incur no liability whatsoever for any acts committed by such trespassers (whether such acts be as aforementioned or otherwise) or for any consequences thereof.
5. The Licensor agrees not to grant permission for skin diving, boating, canoeing, paddle boarding or swimming in the said part of the River Wharfe.
6. This licence is personal to the Licensee and may not be transferred, except to vest it in any trustees for the time being of the Club.
7. The Licensor may determine this licence at any time by giving the Licensee notice to that effect if the Licensee is in persistent breach of any of its obligations in clause 3.

### 3. Licensee's Covenants

1. The covenants in this clause 3 are given by the Licensee on behalf of themselves and the other members for the time being of the Club and all those authorised by the Club to exercise the Fishing Rights.
2. The Licensee shall pay the Licence Fee on the date of completion of this licence.
3. The Licensee shall issue each member of the Club with a membership card which must be produced to the Licensor on request when the member is on the Licensor's Premises.
4. The Licensee shall exercise the Fishing Rights:
  1. in a fair and sportsmanlike manner and only during proper seasons;
  2. in accordance with all laws and byelaws in force from time to time.
5. The Licensee shall not do or permit or suffer to be done any of the following:
  1. allow any other person to exercise the Fishing Rights other than a member for the time being of the Club and any person authorised by the Club in accordance with its rules;
  2. exercise the Fishing Rights or the rights granted in clause 2.2 in a way that interferes with the rights of the Licensor or any persons authorised by the Licensor;
  3. cause any nuisance or annoyance to the Licensor, its tenants, or licensees or to the owners or occupiers of any neighbouring premises;
  4. make any alteration or addition to the Licensor's Premises;
  5. put any signs at the Licensor's Premises other than in accordance with clause 2.4;
  6. leave any rubbish or other materials on the Licensor's Premises or in the River;
6. The Licensee shall prevent any damage to the Licensor's Premises and any other property and shall make good any damage caused or pay full compensation for any loss suffered.
7. The Licensee shall obtain maintain and renew any licence or registration which is required in connection with the Licensee's exercise of the Fishing Rights and shall comply with the terms and conditions of the licence or registration.
8. The Licensee shall insure for an adequate sum against liability incurred in relation to the exercise of the Fishing Rights, including public liability insurance, and shall produce to the Licensor on demand evidence of the terms of the policy and payment of the premium.
9. The Licensee shall indemnify the Licensor against all losses, claims, damages, proceedings, actions, costs, expenses or other liability arising from this licence provided that the Licensor may not settle or compromise any such claims or proceedings without the written consent of the Licensee (such consent not to be unreasonably withheld or delayed).

### 4. General

1. The Licensor is not liable for any death, personal injury, damage to property or other loss incurred by the Licensee, the Club, its members or any person under the Licensee's control except where the same results from the negligence of the Licensor or its employees or agents.

2. The Licensor may exclude from the Licensor's Premises any person who does not produce a valid Club membership card or other documentation confirming their status as an authorised visitor of the Club.
3. The liability of the Licensee (here meaning any trustees to whom this licence has been lawfully assigned) is to be limited to the realisable value of the assets of the Club that are for the time being vested in the trustees.
4. The parties agree that a person who is not a party to this licence has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this licence.
5. All notices given under this licence must be in writing and for the purpose of service the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 are incorporated in this licence.

Signed by and for and  
on behalf of the Licensor

Signed by and for  
on behalf of the Licensee

Witnessed by

Witnessed by