



**TARA GLEN GOLF & COUNTRY CLUB,  
BALLYMONEY, GOREY, CO WEXFORD.**

**Licence Agreement**

THIS LICENCE AGREEMENT is made BETWEEN TARA GLEN GOLF AND COUNTRY CLUB PLC., having its registered office at Ballymoney, Gorey in the County of Wexford [hereinafter called "the Licensor"] of the one part and [hereinafter called "the Licensee"] of the other part.

WHEREAS:-

- [a] The Licensor is the owner of the lands known as Tara Glen, Ballymoney in the County of Wexford [hereinafter called "the property"].
  
- [b] The Licensee wishes to place a Mobile Home [hereinafter called "the Unit"] on the property and has asked the Licensor for the use of space therein which the Licensor has agreed to give on the terms herein contained.

IT IS HEREBY AGREED AS FOLLOWS:-

- 1 The Licensor hereby grants to the Licensee permission to use the portion of the property which is numbered XXXXX on the Site Map which is available for inspection [hereinafter referred to as "the Space" which definition shall also include any substituted space made available to the Licensee pursuant to the provisions contained in this Licence] and to place thereon and connect to the services provided by the Licensor the Unit of a make model and dimensions as specified by the Licensor prior to the execution hereof together in common with the Licensor and all of its Licensees with the use of all of the facilities provided by the Licensor including the entrance to roadways, access to the beaches and strands adjoining the property, play areas and tennis courts, club house and golf course [subject to and in accordance with the Rules and Regulations of Tara Glen Golf & Country Club], open spaces and all other facilities on the property and the use of

the water supply, sewerage, electricity supply and other services provided by the Licensor SUBJECT to the payment of the licence fee, levies and other charges set forth in the First Schedule hereto and to the provisions hereinafter contained.

- 2 The Licensee hereby agrees with the Licensor as follows:-
- a. To pay the said Licence fee and all other levies and charges at the times and in the manner herein provided.
  - b. To use the Unit as a holiday home only for the Licensee, his immediate family and invited guest, and not to use it for any business, profession or other purpose.
  - c. To keep the Space clean and tidy and to make use of the proper rubbish skip provided for the disposal of all rubbish.
  - d. Not to cause any damage to the space.
  - e. Not to impede in any way the Licensor or any of its servants or agents in the exercise by them of the Licensor's rights of possession and control of the Space.
  - f. To give all reasonable assistance to the Licensor and its servants and agents in connection with any alteration of the layout of the Space which the Licensor may consider necessary or beneficial.
  - g. Not to attempt to assign or otherwise deal with or dispose of the rights hereby granted which are acknowledged by the Licensee to be purely personal to him
  - h. Not to hold himself out as being an Agent, tenant or partner of the Licensor nor to hold himself out in any manner whatsoever as representing the Licensor.
  - i. To abide by all reasonable requirements of the Licensor in relation to the Licensee's use of the property the Space the services and facilities in or upon the property AND IN PARTICULAR to comply with and abide by all bye-laws, rules and regulations made by the Licensor from time to time for the proper management and administration of the property the Space and its facilities.
  - j. To pay to the Licensor such sum as the Licensor shall at its sole discretion decide towards the cost of the supply of electricity for light, power and heating purposes and for this purpose the Licensor shall cause an electricity supply meter to be installed in the Unit and the Licensee shall permit the Licensor access to such meter when required and at least twice in each year of the duration of this Licence to take a reading of such meter. The Licensee will pay the accounts which will be furnished to him from time to time by the Licensor within 14 days of the furnishing of such accounts in respect of all electricity

consumed and in addition a sum equal to 10% of the electricity supply account to cover the Licensor's costs of administration, service and expenses incurred in connection with the said supply of electricity. The Licensee shall not interfere in any manner whatsoever with the said electricity meter or any of the services provided or make any alteration in the wiring or equipment of the Unit which would be considered to be a deviation from the standard of electricity usage for such a Unit and in particular not to in any manner overload the electricity supply by the use of any machinery or devices which would cause damage to the electricity supply or create any danger whatsoever by reason of the use thereof.

- k. Not to do, permit or suffer to be done on the property or Space anything which may or might become a nuisance or annoyance to the Licensor its Licensees or occupiers or Licensees of other spaces or owners or occupiers of adjoining property.
- l. To indemnify and keep indemnified the Licensor against all actions, proceedings, claims or demands whatsoever in respect of any injury, loss or damage to any person or property [whether arising by common law or statute] by reason of anything committed or omitted in the property or the Space or in breach of this Licence caused by the Licensee, his family, guest or invitees.
- m. Not to do or permit anything which might cause the Licensor to be held to be in breach of the Planning or Local Authority Regulations in relation to the user of the Property or the Space or any works relating thereto and provide all fire blankets, fire extinguishers and all necessary equipment for the prevention or spread of fire on the Space and not to do anything on the Space which would make voidable the Licensor's fire and other insurance on the Property.
- n. Not to erect or permit or suffer to be erected on the Space or any part thereof any placard, poster or sign whatsoever without the previous approval in writing of the Licensor.
- o. The Licensee shall arrange his own insurance in respect of all liabilities arising from his occupation of the Space including fire insurance and public liability insurance.
- p. Not to make any alterations or additions to the Unit or add any ancillary erections, verandas, or other additions save such as are agreed in writing by the Licensor and to maintain the Unit and all permitted additions, erections and

ancillaries in good order, repair and condition AND for this purpose the Licensor shall have the right to enter upon the property with or without workmen, servants or agents for the purpose of carrying out such repairs and maintenance.

- q. The Licensee's immediate family shall have all the same rights to use the property and the space as the Licensee in accordance with the provisions herein contained and the invited guests of the Licensee shall have the right to enter upon the property and subject to the Rules and Regulations of the Licensor and to make use of the facilities thereon in addition to utilising the Licensees facilities in the Unit SUBJECT to such Rules, Regulations and Bye-Laws as may be pertaining from time to time in relation to the activities and rights of such guests AND the Licensee shall be fully liable under the terms hereof for all activities of his family and invited guests in the same manner as if they were the Licensee. It is hereby expressly declared that any guest of a member of the family of the Licensee shall be deemed to be a guest of the Licensee.
- r. Not to let, sub-let or otherwise alienate the use of the Space at any time whatsoever.
- s. In relation to the development of the property the Licensee shall not object to any buildings, alterations or additions being made to the property or the services thereof or any buildings thereon by the Licensor and shall co-operate with the Licensor where necessary to facilitate the Licensor carrying out any necessary repairs, maintenance, alterations or additions to the services, buildings and facilities o the property.

3 The Licensor agrees with the Licensee as follows:-

- a. To pay all rates assessed on the Space.
- b. That the Licensee shall have access to the Space at all reasonable times.
- c. To keep the Property in good repair and suitable for the use of the Space by the Licensee.

4 The Licensor:-

- a. Will maintain the property and all permanent buildings, facilities and services thereon and the Licensor shall not be liable in the event of the facility having to be closed for whatever reason or the failure or breakdown of any the services on the property howsoever caused BUT SO THAT in the event of such closure, breakdown or failure the Licensor will take all reasonable steps as quickly as is

possible to re-open any such closed buildings and to rectify any failure or breakdown of any such services SO THAT the Licensee shall have no claim for compensation or damages arising or as a result of any such closure, breakdown or failure as aforesaid.

- b. Shall cause Rules, Regulations and Bye-Laws to be made for the purpose of regulating and determining the rights and uses of the property, premises, facilities and lands in the interest of good and proper estate management and for the safety and convenience of other Licensees and permitted users of the property AND the Licensee for himself, his family and all those permitted to use the property by or through the Licensee as hereinbefore provided will ensure that all such persons will comply with each and every bye-law, rule and regulation made by the Licensor and for the time being in force governing the use and conduct of the users of the property and the premises and facilities thereon and which said bye-laws, rules and regulations had been made available to the Licensee prior to the execution hereof and the Licensor hereby reserves the right to alter amend or change any such bye-laws, rules and regulations during the period of this Agreement AND any such alterations, amendments or changes shall be furnished to the Licensee by the Licensor and the Licensee shall be bound by any such changes 7 days from the date of the issuing thereof. The Licensor shall have the option instead of serving copies of any such alterations, amendments or changes to the Licensee to post same on the notice board situate within Tara Glen Golf & Country Club premises and the Licensee shall be deemed to have notice thereof 7 days after the posting of same on the said Notice Board as if same had been personally served upon the Licensee.
  - c. The Licensor shall have the right to refuse admission to any person or persons onto the property without giving reason therefore.
  - d. Will provide a gate to the property which shall be either mechanically or electronically controlled and the Licensee shall be provided with a key or other device necessary for the operation of the lock of the said gate and if the Licensee requires any further key or device he will pay such sum as the Licensor requires therefore.
6. The Licensor shall not be liable for any loss or damage sustained by the Licensee his family, invited guests, permitted invitees or licensees howsoever caused and whether due to the negligence or breach of duty or nuisance on the part of the

Licensor its servants, agents, licensees or invitees whether arising by common law or by statute and the Licensee will indemnify and effectually keep indemnified the Licensor against all claims, actions, proceedings and demands whatsoever in respect of damage or injury to the personal property or person of the Licensee his family, invited guests, permitted invitees or licensees howsoever caused upon the property.

7. Upon payment by the Licensee of the licence fee, levies and other charges specified in the First Schedule hereof at the time or times it should become due the licensee shall be entitled to enjoy all the facilities on the property.
8. The Licensee shall make no objection whatsoever to the formation, establishment and carrying on of the Golf Club known as Tara Glen Golf & Country Club or in relation to any ancillary activity whether social or otherwise carried on by the Club and the Licensor shall have no liability or responsibility in respect of any damage to person or personal property of the Licensee, his family, invited guest, permitted invitees or licensee howsoever caused, including by not limited to negligence, nuisance or breach of duty howsoever arising as a result of the activities of the Club AND FURTHER the Licensee shall not make any objection to the Club applying at any time for registration under the Registration of Clubs Act, 1902 or any amending enactment thereof AND the Licensee shall comply with and obey all rules and regulations of the said Club.
9. The Licensee shall not trade in or sell holiday homes on the property under any circumstances SAVE that the Licensee shall be at liberty to sell his own Unit upon the following conditions:-
  - a. The Licensee shall give the Licensor 28 days notice in writing of his intention to sell his Unit.
  - b. That the Licensor approves the purchaser as a suitable Licensee and
  - c. The purchaser shall execute a Licence Agreement in terms required by the Licensor, and
  - d. The Licensee shall surrender this Licence Agreement to the Licensor, will relinquish all rights conferred under the terms of this Licence, and will relinquish his membership and the membership of his family in any Clubs

or organisations organised upon the property including Tara Glen Golf & Country Club.

- e. If the Licensee is a shareholder in the Licensor Company, he shall transfer his share to the purchaser (at a consideration to be agreed between the Licensee and Purchaser).
  - f. In the event of the Licensee terminating this Licence the Licensee shall not be entitled to a refund of the proportion of the monies paid by the Licensee from the date of the giving up possession to the Licensor up to the date up to which the said monies had been paid.
10. In the event of the failure by the Licensee to pay any sums which are due to be paid by the Licensee on foot of these presents within 14 days upon which they should have become due then any such sums outstanding and due to the Licensor by the Licensee shall bear interest from the day or days on which the same have become due to the date of actual payment thereof [as well as before any Judgment] at a rate of 2.5% per calendar month or part thereof during which same shall remain outstanding or 5% over the annual rate at the time charged by the Associated banks for unsecured personal overdrafts [whichever is the greater] and such interest shall be recoverable in like manner as any arrears are recoverable hereunder.
11. In the event of any breach of the agreement, stipulation or conditions contained in these presents by the Licensee this Licence shall forthwith determine and the Licensee shall hand over vacant possession of the Space subject as is hereinafter provided. The Licensor's right to revoke this Licence hereunder shall be without prejudice and in addition to any claim which may arise by reason of any damage arising from the wrongful act or breach of any condition hereof by the Licensee.
12. In the event of any monies being due by the Licensee to the Licensor on foot of these presents the Licensor shall have a lien upon the Unit and its contents in respect of all such sums due to the Licensor and the Licensor shall be at liberty to prevent the removal from the said lands of the Unit until all sums due to the Licensor by the Licensee shall have been paid.

13. In the event of the failure by the Licensee to pay all such sums as are due to the Licensor within 14 days after the same shall have become due then the Licensor shall be entitled to serve a Notice upon the Licensee containing a demand for payment of all sums due and in default of payment within 7 days from the date of such Notice the Licensor shall be entitled to sell the Unit by public auction through an Agent of the Licensor and the Licensor shall give a good and valid receipt for payment of the purchase price thereof to the purchaser and the Licensee hereby agrees to be bound by any agreement for sale entered into on perusal hereof. Upon the purchase monies arising out of such sale being paid to the Licensor the Licensor shall deduct therefrom all monies due to it including all fees and expenses incurred in connection with the sale of all sums due by the Licensee to the Licensor and any balance remaining shall be paid to the Licensee within 7 days from the demand for payment being received by the Licensor from the Licensee but the Licensee shall not be entitled to claim any interest or compensation whatsoever AND the Company shall not be liable for any loss or damage to the Unit whatsoever arising.
14. In the event of this Licence being terminated in accordance with the provisions hereinbefore contained if the Licensor so demands the Licensee shall remove the Unit from the Space at the Licensee's expense and in the event of the Licensee failing to so remove the Unit within 14 days from the date of the termination of this Licence the Licensor shall be at liberty to so remove the Unit and to store it but shall not be in any manner responsible for any loss or damage to the Unit during or in the course of such removal and storage thereof howsoever arising.
15. In relation to Notices to the Licensee the following provisions shall apply:-
  - a. All Notices under the terms of this Licence shall be deemed to have been served upon the Licensee if it is sent by prepaid ordinary post to the last known address of the Licensee and a copy thereof should be delivered to the Unit and in the event of it not being possible to deliver the copy thereof to the Unit the same may be affixed to a door thereof. Any Notices posted as hereinbefore provided shall be deemed to have been delivered with 24 hours of its being posted.



- b. In relation to the demands for payment of any sums due under these presents same shall be served in accordance with the provision of sub-clause [a] of this clause.
16. It is hereby agreed that the Licensor shall be entitled to the change of the location of the Space provided that it shall give the Licensee not less than two weeks notice [expiring on any day] of its intention to do so and provided also that any Space so substituted for the Space up to then used by the Licensee shall be no smaller and no less suitable than the former space.
17. It is hereby agreed that the Property or any part or parts thereof are rendered uninhabitable by reason of fire or other cause of which the Licensee has no control and not being due to the negligence of the Licensee, their servants or agents the payment of the licence fee for the Space will be suspended in whole or in part as may be fair and reasonable until the same is restored to a condition that will make it again usable by the Licensee. The decision of the Licensor as to whether the Property is in a restored condition shall be final and binding on both parties.
18. The Licensor will not accept any liability for furniture, records, accounts, cash or other property of the Licensee or of the customers of the Licensee which may be destroyed in the Property through fire or other disaster.
19. In the event of the Licensor requiring the termination of this Licence then it shall be so terminated by the Licensor giving to the Licensee not less than two weeks notice [expiring on any day] of its intention to determine this Licence and in such event the Licensee shall not be entitled to a refund of the proportion of the monies paid by the Licensee from the date of the giving up possession to the Licensor up to the date up to which the said monies had been paid.
20. The Licensor may terminate this Licence and re-enter upon the Space in the event of the said licence fee or any part thereof or any other monies which may be the liability of the Licensee in respect of the user of the Space including all services thereto being in arrears for 7 days whether demanded or not or in the

event of the Licensee failing to observe any of the stipulations on his part herein contained.

21. The Licensee hereby confirms that he enters upon these presents and his occupation of the Space by way of Licence only and no relationship of Landlord and Tenant exists between the parties hereto notwithstanding anything hereinbefore contained or implied. The Licensee shall notify the Licensor of any changes in the Licensee's address within 14 days of such change being effected.
22. In the event of there being any conflict between the terms of this Licence and the Bye-Laws, Rules and Regulations issued by the Licensor then the Bye-Laws, Rules and Regulations shall prevail.
23. The Licensee hereby acknowledges that he does not enjoy any legal estate in this Space.
24. In this Agreement the masculine shall include the feminine and the plural where the context so admits or requires.

#### **FIRST SCHEDULE**

The amount payable to the Licensor by the Licensee in respect of the license fee shall initially be determined by the Board of Directors of the Licensor and ratified or altered by the Shareholders at the next A.G.M. of the Licensor. In addition the Shareholders may vote to introduce levies and other charges to fund any additional expenditure.

IN WITNESS whereof this Agreement has been signed on behalf of the Licensor and the Licensee has signed his name hereto the day and year first herein WRITTEN.

SIGNED on behalf of the Licensor in the presence of:-

SIGNED by the Licensee in the presence of:-