

Dogfen ir Cyhoedd



CYNGOR SIR
YNYS MÔN
ISLE OF ANGLESEY
COUNTY COUNCIL

YMDDIRIEDOLAETH
ELUSENNOL YNYS MON
ISLE OF ANGLESEY
CHARITABLE TRUST

| RHYBUDD O GYFARFOD | | NOTICE OF MEETING |
|--|-------------------------------------|--|
| CYFARFOD ARBENNIG O'R PWYLLGOR GRANTIAU CYFFREDINOL | | SPECIAL MEETING OF THE GENERAL GRANTS COMMITTEE |
| DYDD IAU, 13 HYDREF 2016 at 10.00 o'r gloch y.b. | | THURSDAY, 13 OCTOBER, 2016 at 10.00 a.m. |
| YSTAFELL BWYLLGOR 1, SWYDDFEYDD Y CYNGOR, LLANGFNI | | COMMITTEE ROOM 1, COUNCIL OFFICES, LLANGFNI |
| Swyddog Pwyllgor | Mrs. Mairwen Hughes 01248 752516 | Committee Officer |

AELODAU / MEMBERS:

Cadeirydd yr Ymddiriedolaeth/Chairman of the Trust
Is-Gadeirydd yr Ymddiriedolaeth/Vice-Chairman of the Trust

T. Victor Hughes
T.L.I. Hughes

Lewis Davies (Is-Gadeirydd/Vice Chair)
R Dew
Jeff M. Evans (Cadeirydd/Chair)
Jim Evans
Vaughan Hughes
Victor Hughes
Llinos Medi Huws
Richard Owain Jones
Dylan Rees
Peter S. Rogers

R H A G L E N

1 **DATGANIAD O DDIDDORDEB**

Derbyn unrhyw ddatganiad o ddiddordeb gan unrhyw Aelod neu Swyddog parthed unrhyw eitem o fusnes.

2 **COFNODION** (Tudalennau 1 - 6)

Cyflwyno cofnodion y cyfarfod a gafwyd ar 13 Gorffennaf, 2016.

3 **GRANTIAU BLYNYDDOL 2016/17** (Tudalennau 7 - 26)

Cyflwyno adroddiad gan y Trysorydd mewn perthynas â'r uchod.

Pwyllgor Grantiau Cyffredinol

Cofnodion y cyfarfod a gynhaliwyd ar 13 Gorffennaf 2016

| | |
|----------------------------|--|
| YN BRESENNOL: | Lewis Davies, R Dew, Jim Evans, Vaughan Hughes, Victor Hughes, Llinos Medi Huws, Richard Owain Jones, Jeffrey M.Evans a P S Rogers |
| YN BRESENNOL: | Swyddogion Cyngor Sir Ynys Môn (y cyfeirir atynt yn ôl teitlau eu swyddi CSYM o hyn allan) Rheolwr Gwasanaethau Cyfrifeg (BHO), Swyddog Pwyllgorau (MEH). |
| YMDDIHEURIADAU: | Dylan Rees |
| HEFYD YN BRESENNOL: | Dim |

1 ETHOL CADEIRYDD

Ail etholwyd Mr. Jeff Evans yn Gadeirydd y Pwyllgor Grantiau Cyffredinol.

Diolchodd Mr. Evans i'r Aelodau am eu hyder ynddo.

2 ETHOL IS-GADEIRYDD

Cafodd Mr. Lewis Davies ei ethol yn Is-Gadeirydd y Pwyllgor Grantiau Cyffredinol.

3 Datganiadau o ddiddordeb

Cafwyd datganiad o ddiddordeb gan Mr. Jeff M. Evans mewn perthynas â chais 04 - Clwb Caban Rhoscolyn ac ni chymerodd unrhyw ran yn y drafodaeth ar y cais.

Cafwyd datganiad o ddiddordeb gan Ms. Llinos Medi Huws mewn perthynas â chais 22 - Clwb Gymnasteg Môn ac ni chymerodd unrhyw ran yn y drafodaeth ar y cais.

Cafwyd datganiad o ddiddordeb gan Mr. Richard O. Jones mewn perthynas â chais 03 - Relay for Life Gwynedd & Anglesey ac ni chymerodd unrhyw ran yn y drafodaeth ar y cais.

Cafwyd datganiad o ddiddordeb gan Mr. Peter S. Rogers mewn perthynas â chais 39 - Ffermwyr Ifanc Ynys Môn ac ni chymerodd unrhyw ran yn y drafodaeth ar y cais.

4 COFNODION

Cadarnhawyd cofnodion y cyfarfod a gynhaliwyd ar 8 Gorffennaf, 2015 fel cofnod cywir.

5 GRANTIAU BLYNYDDOL 2016/17

Cyflwynwyd – adroddiad gan y Trysorydd mewn perthynas â'r uchod.

Adroddwyd mai diben yr adroddiad oedd ystyried ceisiadau sy'n berthnasol i Ymddiriedolaeth Elusennol Ynys Môn. Dyrennir arian yn flynyddol drwy Ymddiriedolaeth Elusennol Ynys Môn i'r categorïau canlynol o brosiectau:-

- Cyfleusterau cymunedol a Chwaraeon (prosiectau cyfalaf bach)
- Grantiau Eraill (grantiau bach untro yn bennaf)

Yn ei gyfarfod ar 27 Ionawr, 2016 fe benderfynodd yr Ymddiriedolaeth lawn ddirprwyo cyllideb o £125,000 i'r Pwyllgor ar gyfer y rhaglen grantiau blynyddol. Penderfynodd yr Ymddiriedolaeth lawn hefyd y byddai clustnodi grantiau i sefydliadau unigol yn amodol ar gymeradwyaeth yr Ymddiriedolaeth Elusennol lawn. Yr uchafswm a ganiateir ar gyfer Grantiau Cymunedol ac Adnoddau Chwaraeon yw £8,000 a hyd at 70% o'r gost gymwys. Fodd bynnag, yn ei gyfarfod ar 21 Ebrill, 2011 penderfynodd yr Ymddiriedolaeth lawn roi hyblygrwydd i'r Pwyllgor hwn i gynyddu'r uchafswm a graddfa'r canran o ganlyniad i'r ceisiadau a gafwyd.

Mae Swyddogion perthnasol Cyngor Ynys Môn wedi ystyried a blaenoriaethu'r ceisiadau a gafwyd cyn belled a bo hynny'n bosibl ac yn unol â phenderfyniadau'r Ymddiriedolaeth a'r meini prawf a sefydlwyd yn y blynyddoedd blaenorol. Gwelir argymhellion y Swyddogion yn Atodiad A sydd ynghlwm wrth yr adroddiad. Mae system gyfeirio ar y cyd wedi'i sefydlu ar gyfer y ddau grant sydd wedi'u cyflwyno i'r Pwyllgor hwn ac ar gyfer ceisiadau grant i'r Gronfa Eglwys yng Nghymru. Ystyrir y ceisiadau hyn yn unol â'r 'Meini prawf ar gyfer Dyraniad Grantiau gan Ymddiriedolaeth Elusennol Ynys Môn', copi ohono sydd wedi'i atodi fel Atodiad B i'r adroddiad.

Roedd aelodau o'r Pwyllgor yn bryderus bod ceisiadau am grantiau i weld wedi gostwng hyd at 20% eleni. Nododd y Cadeirydd y byddai'n hoffi gweld mwy o hyrwyddo'r grantiau Ymddiriedolaeth Elusennol a mwy o gymorth yn cael ei roi i sefydliadau er mwyn llenwi'r ceisiadau am grant. Awgrymwyd bod Medrwn Môn yn sefydliad a allai fod ar gael i sefydliadau sydd angen cymorth i lenwi ceisiadau.

CYTUNWYD y dylid trefnu gweithdy er mwyn adolygu'r weithdrefn grantiau flynyddol ac y dylid rhoi cymorth i ymgeiswyr er mwyn symleiddio'r broses o ymgeisio am grant blynyddol gan yr Ymddiriedolaeth Elusennol.

Mae'r ceisiadau a gafwyd a'r symiau a gafodd eu hargymell ar gyfer Cyfleusterau Cymunedol a Chwaraeon – Grantiau Cyfalaf ar gyfer 2016/17 fel a ganlyn:-

01 3D KIDS Er mwyn hwyluso'r gweithgareddau cymdeithasol ar gyfer plant ac oedolion (0-25) a'u teuluoedd.

PENDERFYNWYD:-

- Er bod y Pwyllgor yn cefnogi'r cais am grant, ystyriwyd bod diffyg gwybodaeth yn y cais o ran ar gyfer pa weithgareddau y mae'r sefydliad yn bwriadu defnyddio'r grant;
- Gofyn i'r Swyddog gysylltu â'r ymgeiswyr er mwyn trafod y mater ymhellach;
- Awdurdodi Cadeirydd ac Is-gadeirydd y Pwyllgor hwn i ddyrannu grant o £2,100 os ydynt yn fodlon ag ymateb y sefydliad.

02 Clwb Pêl-droed Hotspurs Ailwampio ardal y cefnogwyr **£3,900**
Caergybi

03 Ras Gyfnewid am Fywyd Costau cynnal y digwyddiad ras gyfnewid a **£1,000**
Gwynedd a Môn gynhelir ar 9 a 10 Gorffennaf. Mae'r arian a gesglir yn cyfrannu at strategaethau ymdopi â chanser, cymorth seicolegol ac ymarferol.

Safodd y Cadeirydd, Mr. Jeff Evans, i lawr fel Cadeirydd y Pwyllgor gan ddatgan diddordeb mewn perthynas â chais rhif 04 fel y nodir isod.

04 Clwb Caban Rhoscolyn Offer chwarae awyr agored, offer garddio, **£2,100**
ffrâm ddringo, sleidiau, beics bach, sgwteri, offer chwarae dŵr a thywod a chuddfannau.

05 Grŵp Cymuned a Er mwyn prynu Pabell Fawr a system PA **£1,750**
Charnifal Porthaethwy

| | | | |
|----|--|---|--|
| 06 | Parti Meibion Bara Brith | Cyllid i greu CD | DIM <i>(Heb gyflwyno amcanbrisiau na pholisiau)</i> |
| 07 | Cyngor Cymuned Llanfairmathafarneithaf | Diweddarau system TCC | DIM <i>(Cynllun yn costio dros £30,000 ac nid yw'n gymwys ar gyfer ystyriaeth)</i> |
| 08 | Grŵp Cynefin | Darparu Wardeiniaid Egni Cymunedol | DIM <i>(ddim yn gymwys)</i> |
| 09 | Clwb Pêl-droed Bae Trearddur | Prynu cynhwysydd storio | £1,848 |
| 14 | Bryngwran Cymunedol Cyf. | Ailwampio'r toiledau a'r gegin a dodrefnu'r ystafell amlbwrpas | £3,000 |
| 15 | Adlais | Cymorth i gefnogi cyngerdd 25 mlynedd | DIM <i>(ddim yn gymwys)</i> |
| 16 | Clwb Pêl-droed Llangefni | Offer tuag at adnoddau cynnal a chadw'r Clwb Pêl-droed | £4,271 |
| 17 | Pantri 6 | Cyllid ar gyfer arwyddion, peintio, gostwng nenfwd, inswleiddio, inswleiddio waliau, gwres canolog, Gosod toiledau anabl, gwefan a chyllid ar gyfer un swydd. | £8,000 |
| 18 | Neuadd Goffa Pentraeth | Gostwng y nenfwd a gosod goleuadau newydd. | £3,117 |
| 19 | Neuadd Goffa Bodedern | Ailwampio'r Neuadd gan gynnwys gosod ffenestri/ Boeler/stôf newydd ac ymestyn y maes parcio. | £5,782 |
| 20 | Cyngor Cymuned Llannerch-y-medd | Diogelu'r Lleiniau Garddio Cymunedol yn unol â gofynion lechyd a Diogelwch | £2,100 <i>(yn amodol ar dderbyn ail ddyfynbris)</i> |
| 21 | Clwb Pêl-droed Cemaes | Llifoleuadau | £8,000 <i>(yn amodol ar dderbyn y grant gan Glwb Padrig)</i> |
| 22 | Clwb Gymnasteg Môn | Prynu Offer Diogelwch | £1,000 |
| 23 | Partneriaeth Adfywio Morawelon a Ffordd Llundain (Morlo) | Datblygu gardd/lain garddio ar dir ger Canolfan Gymunedol Gwelfor | £3,753 |

| | | | |
|----|---|--|---|
| 24 | Pwyllgor Montage | Trefnu Gŵyl Ysgrifennu Undydd Ynys Môn | £250 |
| 26 | Cymdeithas Ardaloedd Chwarae Llanfaes | Offer i greu lle chwarae | £7,120 <i>(ar yr amod bod y gymdeithas yn sicrhau les 21 mlynedd ar y tir)</i> |
| 27 | Cyngor Cymuned Bryngwran | Ffens ychwanegol ar gyfer cae chwarae Bryngwran | DIM <i>(Derbyniwyd grant gan yr Ymddiriedolaeth Elusennol yn 2014/15, felly ddim yn gymwys)</i> |
| 28 | Crafty T'arts | Er mwyn prynu cynnyrch storio | £1,042 |
| 29 | Cyngor Cymuned Moelfre | Prynu offer ar gyfer y lle chwarae ac ailwampio'r ardal tennis er mwyn cydymffurfio â'r gofynion lechyd a Diogelwch. | DIM <i>(Ddim yn gymwys gan iddynt dderbyn grant yn 2014/15)</i> |
| 30 | Cronfa Ffenestri Lliw Eglwys Sant Gwenllwyfo | Ariannu cyhoeddiad y llyfr dwyieithog 'Trysorau Cudd' ar hanes gwydr lliw Ffleminaid yn Eglwys Gwennllwyfo. | £3,000 |
| 31 | Cylch Llythrennedd Llanfairpwll | Dathlu pen-blwydd y Gymdeithas yn 40 oed drwy gynnal amrywiaeth o weithgareddau | £1,585 |
| 32 | Cymdeithas Offer Hynafol Môn | Prynu toiled 'portaloo', celfi a ffitiadau ar gyfer ystafell gyfarfod/hyfforddiant | DIM <i>(Wedi cyflwyno cyrifon heb eu harchwilio a heb gyflwyno polisiau)</i> |
| 33 | Cymdeithas Pobl Fyddar Gogledd Cymru | Ailosod Uned Symudol CPFGC er mwyn hwyluso offer cynorthwyol a sesiynau 1:1 yn yr uned | £8,000 |
| 34 | Côr Ieuenctid Môn | Er mwyn ariannu Gweinyddydd / Cydlynnydd rhan-amser | DIM <i>(Ddim yn gymwys gan nad yw'r ymddiriedolaeth yn cefnogi costau cyflogi)</i> |
| 36 | Clwb Hwyllo Brenhinol Môn | Tuag at brynu cwch diogelwch | £8,000 <i>(Yn amodol ar gadarnhad nad yw'r cais wedi derbyn cymorth gan yr Ymddiriedolaeth</i> |

| | | Elusennol y llynedd) |
|-----------------------------------|---|--|
| 38 Canolfan Ucheldre | Er mwyn darparu rhaglen canolfan celfyddydau llawn, arddangosfeydd, ffilmiau darllediadau lloeren, gweithdai, clybiau a chymdeithasau | <i>(Nid yw cynlluniau dros £30,000 yn gymwys ar gyfer eu hystyried)</i> |
| 39 Ffermwyr Ifanc Ynys Môn | Ariannu prosiect i wella sgiliau sylfaenol aelodau er mwyn gwella eu cyfleoedd cyflogaeth. | DIM <i>(Ddim yn gymwys gan fod y Gymdeithas eisoes yn derbyn grant blynyddol o £30,000 gan yr Ymddiriedolaeth)</i> |

PENDERFYNWYD cymeradwyo'r symiau a nodir uchod (£x) [ger y symiau arfaethedig]. Ar raddfa gymeradwyo o 70%.

Mr. Jeff M. Evans
Cadeirydd

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| ISLE OF ANGLESEY CHARITABLE TRUST | |
|--|--|
| COMMITTEE: | PWYLLGOR GRANTIAU CYFFREDINOL |
| DATE: | 13 OCTOBER 2016 |
| TITLE OF REPORT: | GRANTIAU BLYNYDDOL 2016/17 |
| PURPOSE OF REPORT: | ADOLYGU GWYBODAETH YCHWANEGOL GOFYNNIR GAN Y PWYLLGOR HWN AR GYFER 2016/17 GRANTIAU |
| REPORT BY: | TRYSORYDD – CYNGOR SIR YNYS MON |
| ACTION: | CYTUNO AR DDYRANNU GRANTIAU SY'N WEDDILL AR GYFER 2016/17 |

- Yn ei gyfarfod ar 13 Gorffennaf 2016, cysidrodd y pwyllgor yma 32 o geisiadau, a gyflwynwyd cyn y dyddiad cau o 6 Mai 2016. Cafodd 16 o'r ceisiadau hyn eu cymeradwyo yn y cyfarfod hwn, gyda chyfanswm o £49,498.00. Cafodd 8 cais eu gwrthod mewn cyfarfod ym mis Gorffennaf am wahanol resymau, a gofynnodd y Pwyllgor am wybodaeth pellach ar yr 8 cais, sydd wedi ei grynhoi yn Atodiad A. Os byddai'r ceisiadau i gyd yn cael eu cymeradwyo, byddai'r cyfanswm yn £28,833.00. Yn ogystal roedd un cais am £7,664.00 oedd heb ei gynnwys yn yr adroddiad gwreiddiol sydd angen ystyriaeth. Mae'r cais hwn wedi ei gynnwys yn Atodiad B. Os bydd yr holl geisiadau yn llwyddiannus cyfanswm y dyraniad fydd £85,995.00 yn erbyn cyfanswm ar gael o £125,000.
- Penderfynodd yr Ymddiriedolaeth lawn, yn eu cyfarfod ar 13 Medi 2016, i ddirprwyo awdurdod i'r Pwyllgor Grantiau Cyffredinol i gymeradwyo ceisiadau Grantiau Bychain, felly dim ond angen nodi cofnodion y Pwyllgor Grantiau Cyffredinol fydd angen i'r Ymddiriedolaeth Elusennol lawn ei wneud wedi hynny. Felly mae gan y Pwyllgor hwn yr awdurdod i gymeradwyo'r Grantiau yn Atodiad A a B.
- Yn Atodiad C1 danghosir copi o'r cynllun eiddo sy'n berthnasol i'r tir sydd ar lês gan Clwb Peldroed Hotspur Caergybi. Mae'r llinell goch yn dangos rhydd-ddaliad y Cyngor, tra bod y llinell glas yn tir mae'r Cyngor yn ei ddal ar brydles. Mae Atodiad C2 yn dangos copio drwydded y clwb.
- Byddai dilyn yr argymhellion uchod yn treulio cyfanswm o £ 85,995.00 i grantiau bach yn 2016/17.

| | ARFAETHEDIG 2016/17 | | GWIR 2015/16 | |
|--|--------------------------------|------------|-------------------------|------------|
| | £ | No. | £ | No. |
| Cytunwyd arnynt yn yn eu cyfarfod ar 13 Gorffennaf, 2016 | 49,498 | 16 | 102,766 | 26 |
| Pwyllgor i benderfynnu ar 13 Hydref 2016 | 36,497 | 9 | | |
| | 85,995 | 25 | 102,766 | 26 |

Bydd swyddogion ar gael yn y cyfarfod i gynghori ar yr argymhellion yn yr Atodiadau.

5. PENDERFYNIADAU SYDD EU HANGEN

- (a) Ystyried cymeradwyo symiau a argymhellwyd yn Atodiad A a B.

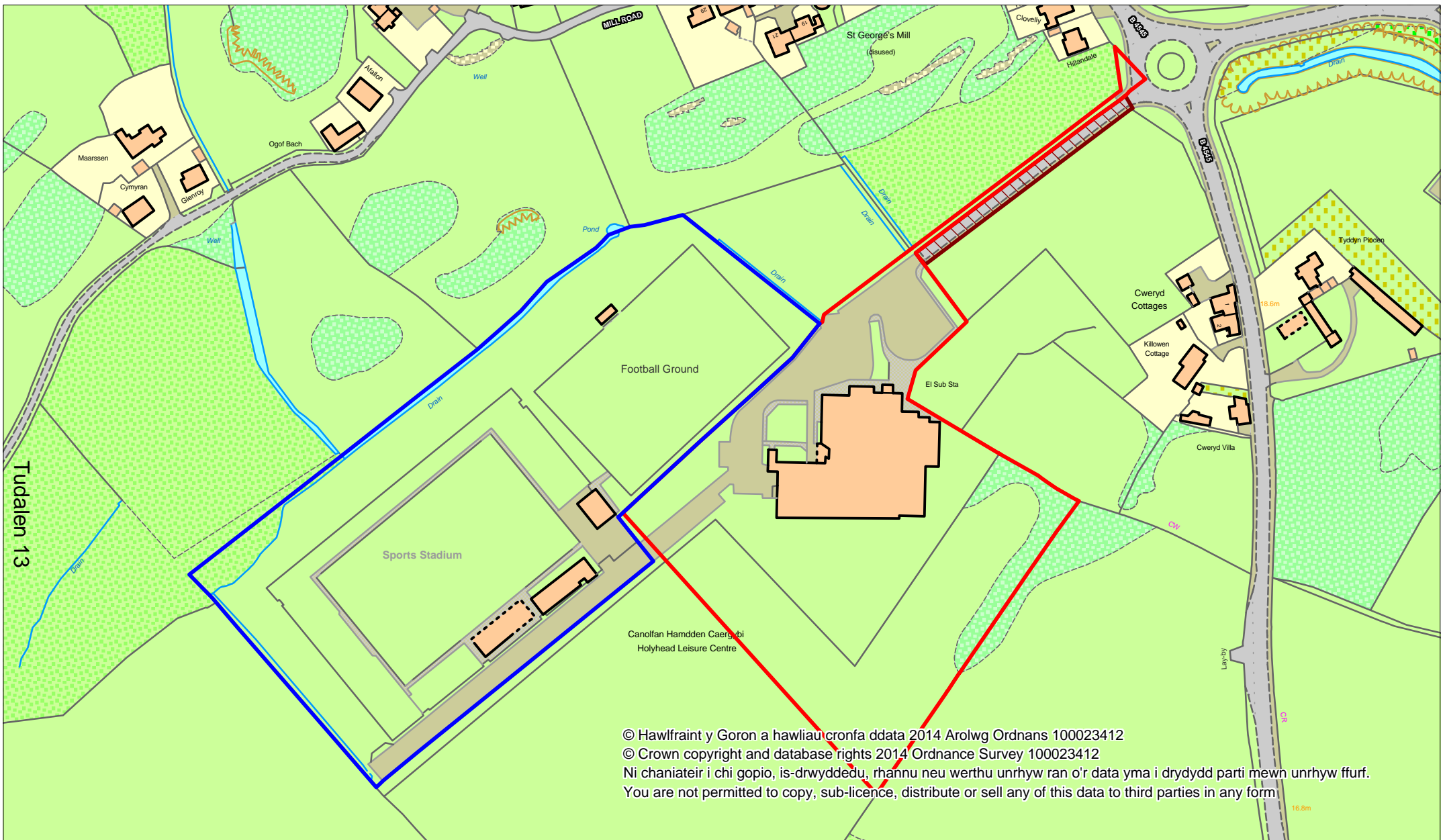
R MARC JONES
TRYSORYDD – YMDDIRIEDOLAETH ELUSENNOL YNYS MÔN

6 HYDREF 2016

| Cyf. Ref. | Enw'r Mudiad Name of Organisation | Gwybodaeth Pellach a Ofynnwyd Additional Information Required | Cost Cost | Cais am Request | Sylwadau Remarks | Swm a Awgrymir Sum Suggested (£) |
|--------------|---|--|--------------|--------------------|---|--|
| 02 | CLWB PÊL-DROED HOTSPUR FOOTBALL CLUB | Gofynnodd y Pwyllgor yma am fwy o wybodaeth ar drefniadau lês y clwb peldroed./ <i>This Committee requested further information on the lease arrangements of the football club.</i> | £5,904 | £5,704 | Gweler Atodiad C. Os yw'r panel yn fodlon efo'r cyntundeb lês, fe argymhellir grant o £3,900 fel y gytunwyd yn y Pwyllgor ar 13 Gorffennaf 2016./ <i>See Appendix C. If the panel is satisfied with the lease agreement, it is recommended to award a grant of £3,900 as was agreed in the Committee on 13 July 2016</i> | £3,900 |
| 06 | PARTI MEIBION BARA BRITH | Gofynnodd y Pwyllgor yma i'r dogfennau oedd ar goll yn y bid gwreiddiol gael eu gyflwyno / <i>This Committee requested that the documents omitted from the original bid to be submitted</i> | £1,000 | £500 | Mae'r cais yma wedi cael ei dynnu'n ôl gan y mudiad./ <i>This application has since been withdrawn by the organisation</i> | DIM NIL |
| 05 | ADLAIS | Gofynnodd y Pwyllgor am y rheswm pam y cafodd y cais ei wrthod./ <i>This Committee requested the reason why this bid was rejected.</i> | £1,500 | £1,500 | Roedd y Cais ar gyfer Cymorth i Adlais gynnal ei cyngerdd dathlu penblwydd yn 25 ^{ain} oed. Nid yw'r Ymddiriedolaeth fel arfer yn cefnogi ceisiadau fel hyn./ <i>The request was to support Adlais stage a concert celebrating their 25th birthday. The Trust does not usually support applications like this.</i> | DIM NIL |

| Cyf. Ref. | Enw'r Mudiad Name of Organisation | Gwybodaeth Pellach a Ofynnwyd Additional Information Required | Cost Cost | Cais am Request | Sylwadau Remarks | Swm a Awgrymir Sum Suggested (£) |
|--------------|---|---|--------------|--------------------|---|--|
| 20 | CYNGOR CYMUNED LLANNERCHYMEDD COMMUNITY COUNCIL | Gofynnodd y Pwyllgor yma am ail amcanbris./ <i>This Committee requested a second quote.</i> | £3,000 | £2,250 | Fe dderbynnwyd ail amcanbris am £2,642, sydd yn llai na'r amcanbris cyntaf. Felly, fe argymhellir grant am 70% o ail amcanbris./ <i>A second quote was received for £2,642, which was less than the first quote. It is therefore recommended to award 70% of the second quote.</i> | £1,850 |
| 26 | CYMDEITHAS CAE CHWARAE LLANFAES PLAY AREAS ASSOCIATION | Gofynnodd y Pwyllgor yma am fwy o wybodaeth ar drefniadau lês y gymdeithas cae chwarae./ <i>This Committee requested further information on the lease arrangements of the play area association</i> | £23,000 | £7,120 | Mae'r gymdeithas wedi penderfynnu addasu y cais ar gyfer prynnu y siglenni yn unig. Oherwydd fod hyn ar gyfer prynnu offer, nid yw'r cytundeb lês yn berthnasol./ <i>The association has decided to alter their application to purchase the swings only. As this is purchasing equipment, the lease agreement is not applicable.</i> | £4,984 |
| 36 | CLWB HWYLIO BREHINOL MÔN ANGLESEY ROYAL SAILING CLUB | Gofynnodd y Pwyllgor yma am sicrhad fod Clwb Hwyllo Brenhinol Môn heb dderbyn grant yn y flwyddyn flaenorol./ <i>This Committee requested confirmation that the Anglesey Royal Sailing Club had not received a grant in the previous year.</i> | £14,400 | £8,000 | Ni dderbynnwyd Clwb Hwyllo Brenhinol Môn grant yn y flwyddyn flaenorol./ <i>The Anglesey Royal Sailing Club has not received a grant in the previous year.</i> | £8,000 |

| Cyf. Ref. | Enw'r Mudiad Name of Organisation | Pwrpas y Cais Purpose of Application | Cost Cost | Cais am Request | Sylwadau Remarks | Swm a Awgrymir Sum Suggested (£) |
|--------------|--------------------------------------|---|--------------|--------------------|---|--|
| 37 | CWMNI CEMAES CYF | I ailosod hen ffenestri, gosod gwydr yn y drysau tân y tu allan, gosod rheiliau ar flaen yr adeiliad i nadu pobl ddisgyn a ffensio. <i>To replace old windows, install fire glass in an exterior door, railings at the front of the building to prevent falls and fencing.</i> | £10,948 | £8,000 | Mae'r cais yma yn cael ei gefnogi. <i>This application is being supported.</i> | £7,664 |



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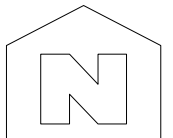


**CYNGOR SIR
 YNYS MÔN
 ISLE OF ANGLESEY
 COUNTY COUNCIL**

**CYNGOR SIR YNYS MÔN
 ISLE OF ANGLESEY COUNTY COUNCIL
 Swyddfa'r Sir
 LLANGEFNI
 Ynys Môn - Anglesey
 LL77 7TW**

Holyhead Leisure Centre Football Facilities

1 : 2500



DATED

30th Jrc

2016

LICENCE TO

occupy the football facilities at Holyhead Leisure Centre

between

CYNGOR SIR YNYS MON/ISLE OF ANGLESEY COUNTY COUNCIL

and

HOLYHEAD HOTSPUR FOOTBALL CLUB

THIS LICENCE is dated

30th June 2011

PARTIES

- (1) **CYNGOR SIR YNYS MON/ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices Llangefni Ynys Mon LL77 7TW (**Licensor**).
- (2) **Richard Parry** of 27 Tanybryn Road, Holyhead LL65 1AR and **David Hughes** of 10 Queens Park Court, Holyhead, Anglesey. LL651RB acting as agents of the members of Holyhead Hotspur Football Club (**Licensee**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Centre: all that land and buildings known as Holyhead Leisure Centre or such reduced or extended area as the Licensor may from time to time designate as comprising the Centre.

Club: Holyhead Hotspur Football Club and including its members and employees from time to time

Common Parts: such roads and paths and other means of access in the Centre the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Landlord: the landlord from time to time under the Lease.

Lease: a lease dated 1st June 2006 made between Anglesey Aluminium Metal Limited (1) and Cyngor Sir Ynys Mon/Isle of Anglesey County Council.

Licence Fee: the amount of £1000 (One Thousand Pounds) per annum.

Licence Period: the period from and including the date of this licence until the date on which this licence is determined in accordance with clause 4.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals

whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: for sports and recreation only.

Plan: the plan attached to this licence marked "Plan".

Property: the land and buildings at Holyhead Leisure Centre Anglesey shown edged red on the Plan excluding the storage shed beneath the main spectator stand.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.

- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities of the Licensee under this agreement are joint and several.

2. LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee and the Club to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;
 - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the members of, visitors to and people employed on behalf of, the Club; and

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay:

- (i) to the Licensor the Licence Fee payable without any deduction in advance on the 1st day of April of each year the first such payment being £1,000.00 made on the date of this Licence for a period beginning on 1st April 2016 to 31st May 2017 with such VAT as may be payable on the Licence Fee;
 - (ii) business rates; and
 - (iii) to the relevant suppliers all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (b) to keep the Property insured against loss or damage by the usual risks for its full reinstatement cost (taking inflation of building costs into account), including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;
- (c) to note the interest of the Licensor on the insurance policy and supply copies of the insurance policy and cover note to the Licensor within one month following each and every receipt of the same;
- (d) to give the Licensor notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (e) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor anything as a result of which any increased or additional insurance premium may become payable;
- (f) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (g) give the Licensor immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (h) pay the Licensor an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Licensee, the Club, their workers,

contractors or agents or any person at the Property with the actual or implied authority of any of them

- (i) to keep the Property clean, tidy and clear of rubbish and in good and tenable repair and condition;
- (j) not to use the Property other than for the Permitted Use;
- (k) not to make any alteration or addition whatsoever to the Property without the consent of the Licensor and the Landlord;
- (l) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Centre without the prior written consent of the Licensor;
- (m) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- (n) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (o) not to apply for any planning permission in respect of the Property;
- (p) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Centre from time to time;
- (q) The Licensee shall not arrange any commercial recording filming or television of any activity, or play records radios or music or similar activities on the Property without the consent of the Licensor.
- (r) The Licensee shall not perform any work in breach of copyright on the Property.
- (s) The Licensee shall not conduct or allow to be conducted any lotteries games of chance sweepstakes betting or similar activities on the Property without the consent of the Licensor.
- (t) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (u) to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;

- (v) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
- (w) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2;
- (x) not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and
- (y) to pay to the Licensor interest on the Licence Fee or other payments at the rate of four per cent per annum above the base rate of Natwest Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence by due date (whether formally demanded or not).

4. TERMINATION

- 4.1 The licence to occupy granted by this agreement shall end on the earliest of:
 - (a) 31st May 2017
 - (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.
- 4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

5. COSTS

The Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses (together with VAT and disbursements) of the Licensor (including such costs and expenses of their professional advisors) in relation to the negotiation and completion of this licence.

6. NO WARRANTIES FOR USE OR CONDITION

6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

6.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

7. LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9. GOVERNING LAW AND JURISDICTION

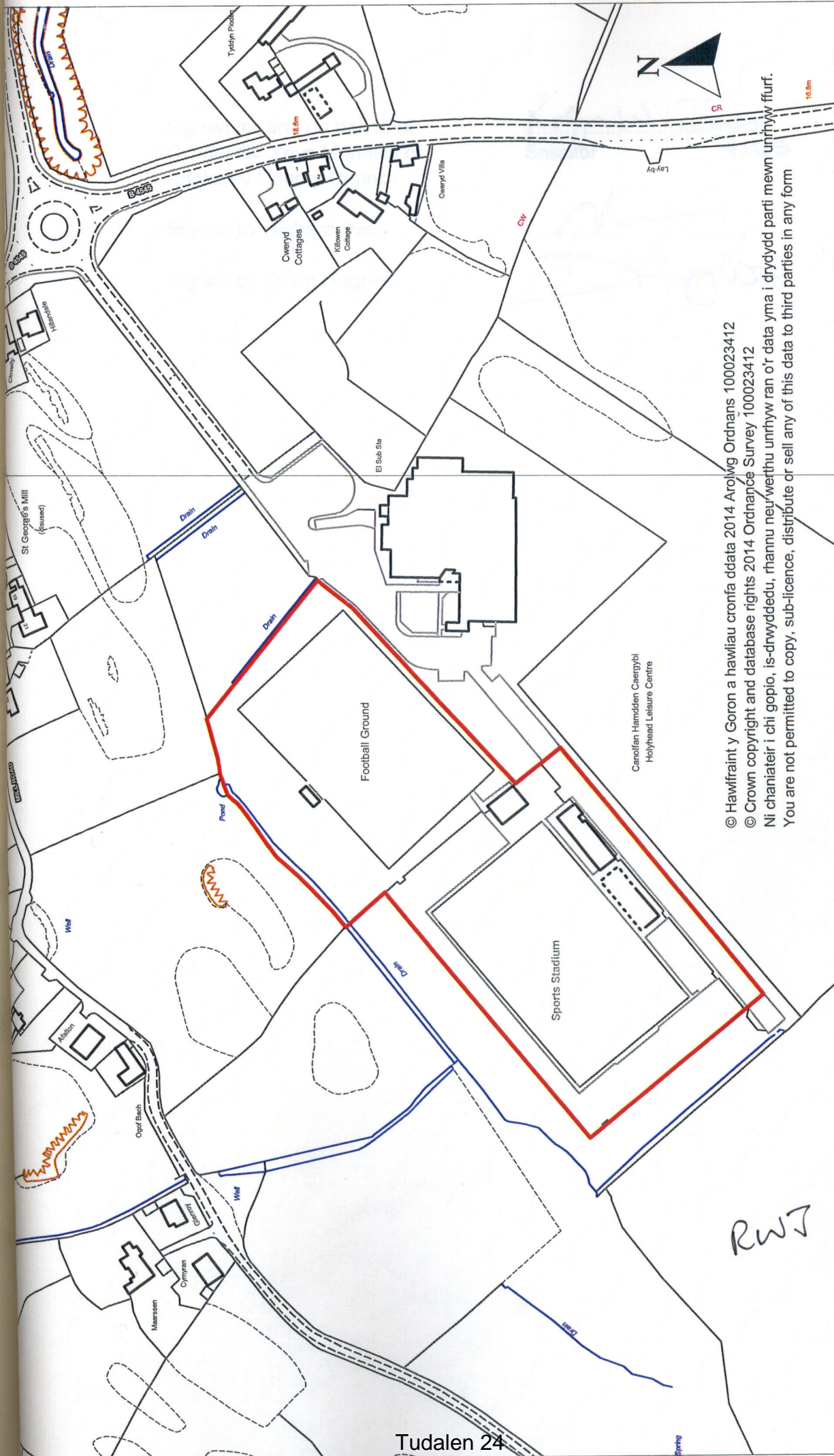
9.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Schedule Rights granted to Licensee

1. The right for the Licensee to use:
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 The Service Media serving the Property.



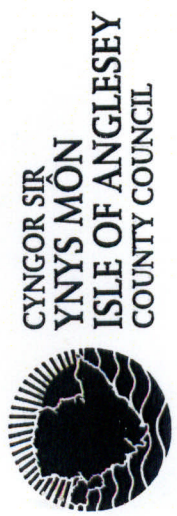
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RWT

CYNGOR SIR YNYS MÔN
 ISLE OF ANGLESEY COUNTY COUNCIL

Swyddfa'r Sir
 LLANGEFNI
 Ynys Môn - Anglesey
 LL77 7TW

Football facilities at the Leisure Centre, Kingsland, Holyhead, Anglesey
 Premises Licence to Holyhead Hotspur Football Club



Signed for and on behalf of
Cyngor Sir Ynys Mon/Isle of
Anglesey County Council

Signed by Richard Parry

Signed by David Hughes

Robyn W. Jones
Solicitor 4165

[Signature]

[Signature]

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