

FORSTERS

DATED

2022

(1) ROTHERFIELD FARMS LLP

(2) THE PARISH COUNCIL OF THE PARISH OF EAST TISTED

LICENCE

for the benefit of East Tisted Village Hall



LICENCE dated this day of

2022

BETWEEN

- (1) **ROTHERFIELD FARMS LLP** a limited liability company incorporated and registered in England and Wales with company number OC403387 whose registered office is at The Estate Office, Rotherfield Park Estate, East Tisted, Alton, Hampshire GU34 3QN ("**the Licensor**")
- (2) **THE PARISH COUNCIL OF THE PARISH OF EAST TISTED** c/o Old Station House, Station Road, East Tisted, Alton Hampshire GU34 3QU ("**the Licensee**")

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this licence unless the context requires otherwise the following words and expressions shall have the following meanings:

- Licensee’s Land:** the land and buildings known as East Tisted Village Hall edged in blue on the Plan
- Licence Period:** the period 10 years from and including the date of this licence and thereafter from year to year until determined in accordance with clause 5.1
- Licensor’s Land:** the land registered at H M Land Registry as part of title number HP511320 and edged in red on the Plan
- Plan:** the plan annexed to this licence
- Rights:** means the rights granted by clause 2
- Works:** the matters referred to in clause 2.1 – 2.2.

1.2 Where any party to this licence for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

1.3 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa

1.4 References to any numbered clause without any further description shall be interpreted as a reference to the clause of this licence numbered in that manner

1.5 The clause headings do not form part of this licence and shall be ignored in its construction

1.6 Nothing in this licence shall construe a relationship of Landlord and Tenant and at no time will the Licensee have exclusive possession of any part of the Licensor's Land (and for the avoidance of doubt the parties agree that this Licence shall terminate and regulate any rights which may have been acquired by the Licensee over the Licensor's Land at any time before the date of this Licence).

1.7 Any reference to a colour or letter is to one on the Plan

2. **GRANT OF RIGHTS**

In consideration of the agreements on the Licensee's part contained in this licence, the Licensor grants to the Licensee the following rights for the Licence Period:

2.1 to install an oil tank upon the Licensor's Land in the position marked by an 'x' on the Plan in order to supply oil to the Licensee's Land;

2.2 to store materials (of a type and substance which cannot cause pollution, contamination or any other nuisance or danger to the Licensor's Land or surrounding land) in and keep a shed shown edged and coloured in purple on the plan;

2.3 to park private motor vehicles only on the land shown edged and coloured in turquoise on the plan; and

2.4 full and free access where practicable with all necessary workmen and vehicles, machinery and apparatus in accordance with clause 4.4 over the part of the Licensor's Land coloured pink on the Plan in connection with this clause 2 (which for the avoidance of doubt includes for the purpose of maintenance and repair of the oil tank and the shed).

3. **RIGHTS RESERVED FOR BENEFIT OF LICENSOR'S LAND**

There is reserved out of this licence for the benefit of each and every part of the Licensor's Land the right for the Licensor without affecting the obligations of the Licensee contained in clause 4 to carry out all or any of those obligations but without any requirement on the part of the Licensor to do so.

4. **LICENSEE'S AGREEMENTS**

The Licensee agrees with the Licensor to observe and perform the requirements of this clause 4:

4.1 before entry is made on to the Licensor's Land for the purpose of carrying out the Works, the Licensee must obtain the prior agreement in writing of the Licensor to the date of entry for commencement of the Works which consent must not be unreasonably withheld or delayed;

- 4.2 the Licensee must comply with all regulations and subordinate legislation in respect of the Works to include obtaining appropriate consent from the relevant authority for the Works and subsequent building regulation approval for the completed Works, along with the necessary permit for the Works;
- 4.3 the Licensee must at all times maintain the Works in good repair and working order and prevent damage to the Licensor's Land at all times and in the event that damage is caused, will fully indemnify the Licensor against any expenses, costs, claims, damages or liabilities whatsoever and howsoever incurred and will pay reasonable compensation to the Licensor;
- 4.4 once the Works have been completed, entry to the Licensor's Land for the purpose of accessing the Works shall be, where possible, between the hours of 05:00 and 23:00 in order to avoid disruption to the residents in the area except in case of emergency when access shall be at anytime;
- 4.5 the Licensee must, at their own cost and at the request of the Licensor (upon prior reasonable notice where possible except in the case of emergency), move the Works to an alternative location decided by Licensor at any time during the Licence Period and on as many occasions as is requested by the Licensor causing as little damage as possible to the Licensor's Land, making good any damage caused and paying reasonable compensation where any damage cannot be made good;
- 4.6 the Licensee must maintain insurance for the Works and for its use of the Property pursuant to clause 2.3 and clause 2.4 at a level and on terms approved by the Licensor and:
- (a) ensure that the Licensor is noted on the insurance policy as an interested party;
 - (b) ensure that the insurance policy includes public liability, employers' liability and environmental liability;
 - (c) upon request, provide the Licensor with a copy of the insurance policy; and
 - (d) where requested by the Licensor, amend the policy to ensure it meets with the reasonable requirements of the Licensor;
- 4.7 the Licensee must pay to the Licensor on demand the costs incurred by him in carrying out any obligation of the Licensee under this licence where the Licensee is in default;
- 4.8 this licence is personal to the Licensee and the Licensee must not assign, sub-licence, part with or share the benefit of this licence EXCEPT THAT the Licensor acknowledges that the Village Hall Management Committee will also benefit from the Rights as an occupier of the Village Hall; and

4.9 on the termination of this licence at the Licensee's expense, the Licensee must remove the Works from the Licensor's Land to the Licensor's reasonable satisfaction, causing as little damage as possible to the Licensor's Land, making good any damage caused and paying reasonable compensation for any damage which cannot be made good.

5. **GENERAL**

5.1 The rights granted by this licence are to determine (but without affecting the Licensor's rights in respect of any breach of clause 4):

- (a) immediately on notice given by the Licensor to the Licensee at any time following any breach by the Licensee of clause 4; and
- (b) by either party giving to the other not less than six months' notice in writing at any time during the Licence Period.

5.2 Neither the Licensor nor any occupier for the time being of the Licensor's Land shall be liable for any loss or damage to the Works provided that such damage is cause unintentionally or unknowingly. The Licensor shall be liable for any damage caused intentionally or due to the negligence of the Licensor or its agents and contractors.

5.3 All notices given by either party under this licence must be in writing and are to be sufficiently served if delivered by hand or sent by first class post properly stamped and correctly addressed to the other party at his last known address.

IN WITNESS whereof the parties hereto have executed this agreement the day and year first above written

Executed for and on behalf of)
ROTHERFIELD FARMS LLP by)
ARTHUR JERVOISE TRAFFORD SCOTT)
Member

a member, in the presence of:

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Witness

Name of witness (in BLOCK CAPITALS):
Address:

EXECUTED as a deed by THE PARISH)
COUNCIL OF THE PARISH OF EAST)
TISTED)
acting by two members)
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Member
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Member
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