

DATED:

201

Uckfield Town Council

and

The Arundel and Brighton Roman Catholic Diocesan Corporation Limited

Licence for access



DMH Stallard

www.dmhstallard.com

Table of Contents

1.	Interpretation	1
2.	Licence to use	3
3.	Licensee's obligations.....	4
4.	Termination	5
5.	Notices	5
6.	Costs	6
7.	No warranty of condition	6
8.	Limitation of Licensor's liability.....	6
9.	Third party rights.....	7
10.	Governing law.....	7
11.	Jurisdiction	7

THIS LICENCE is made the day of 201

BETWEEN

- (1) UCKFIELD TOWN COUNCIL whose offices are at Council Offices Civic Centre Uckfield East Sussex TN22 1AS (**the Licensor**).
- (2) THE ARUNDEL AND BRIGHTON ROMAN CATHOLIC DIOCESAN CORPORATION LIMITED incorporated and registered in England and Wales with company number 00946255 whose registered office is at Bishops House The Upper Drive Hove East Sussex BN3 6NB at the direction of THE RIGHT REVEREND CHARLES PHILLIP RICHARD MOTH THE REVEREND JONATHAN SEAN MARTIN THE REVEREND CANON KIERON JAMES O'BRIEN and THE REVEREND JONATHAN MICHAEL HOW Clerks in Holy Orders and BERNADETTE ANNE BRITAIN ANTHONY CAMPBELL MICHAEL CHARLES THOMS EDWARD BARTRAM TOTMAN THOMAS WILLIAM ALLEN and CAROLINE JAYNE WALSH all care of Bishop's House The Upper Drive Hove East Sussex BN3 6NB being the trustees of the Arundel and Brighton Diocesan Trust a registered charity with charity number 252878 ("the Trustees") (**the Licensee**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

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.

Licence Fee: one peppercorn (if demanded).

Licence Period: the period from and including 2018 until the date on which this licence is determined in accordance with clause 4.

Licensee's Property: the property at St Philips Roman Catholic Primary School registered at HM Land Registry under title number ESX326734 referred to above and each and every part of it.

Licensor's Property: the property at Victoria Pleasure Ground shown edged red and registered at HM Land Registry under title number ESX298632 referred to above and each and every part of it.

Permitted Route: the pedestrian access 3 metres wide on land forming part of the Licensor's Property which passes between the points marked A and B on Plan 1 and shown coloured blue on Plan 1.

Permitted Use: to pass and repass on foot only over and along the Permitted Route at all times to gain access to and egress from the Licensee's Property for all purposes connected with the use of the Licensee's Property as a school

Plan 1 and Plan 2: the plans so numbered attached to this licence.

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

- 1.2 Clause headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time .
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.8 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and to use best endeavours to prevent that thing being done by another person.
- 1.10 References to clauses are to the clauses of this licence.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. LICENCE TO USE

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to use the Permitted Route for the Permitted Use for the Licence Period under the terms of this written licence in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Permitted Route for the Permitted Use).
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall use the Permitted Route as a licensee and not as of right;
- 2.2.2 the Licensee shall use the Permitted Route as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence; and
- 2.2.3 the Licensor retains control, possession and management of the Permitted Route and the Licensee has no right to exclude the Licensor from the Permitted Route.
- 2.3 This licence is personal to the Licensor and the Licensee and neither of them may assign or otherwise transfer the benefit of it.

3. LICENSEE'S OBLIGATIONS

3.1 The Licensee agrees and undertakes:

3.1.1 to pay to the Licensor the Licence Fee when demanded;

3.1.2 not to use the Permitted Route other than for the Permitted Use;

3.1.3 not to do or permit to be done on the Permitted Route anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;

3.1.4 not to cause or permit to be caused any damage to:

(a) the Licensor's Property or any neighbouring property; or

(b) any property of the owners or occupiers of the Licensor's Property or any neighbouring property.

3.1.5 not to obstruct the Permitted Route or deposit any waste, rubbish, soil or other material on any part of the Licensor's Property or in any other way interfere with, or disturb, the Licensor or any others authorised by the Licensor to use the Permitted Route;

3.1.6 not to authorise any other person to use the Permitted Route except the Licensee's employees or the Licensee's invitees to the Permitted Route;

3.1.7 to keep the gate leading to the Permitted Route closed and locked at the end of each day;

3.1.8 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:

(a) this licence;

(b) any breach of the Licensee's undertakings contained in clause 3; and/or

(c) the exercise of any rights given in clause 2.

4. TERMINATION

4.1 This licence shall end on the earliest of:

4.1.1 Expiry of not less than 28 days written notice given by the Licensor to the Licensee in the event of the Licensee failing to remedy any breach of the terms of this Licence within 14 days written notice of the breach being given to the Licensee;

4.1.2 Expiry of not less than 12 months' written notice given by the Licensor to the Licensee for any reason other than for the Licensee's breach; and

4.1.3 Expiry of not less than one weeks written notice to terminate given by the Licensee to the Licensor.

4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this licence.

5. NOTICES

5.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

5.1.1 to the Licensor at: Council Offices, Civic Centre, Uckfield, East Sussex, TN22 1AS and marked for the attention of the Town Clerk; and

5.1.2 to the Licensee at: Bishop's House, The Upper Drive, Hove, East Sussex, BN3 6NB and marked for the attention of Sarah Kilmartin,
or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice or other communication given in accordance with clause 5.1 will be deemed to have been received:

- 5.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
- 5.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 5.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.
- 5.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. COSTS

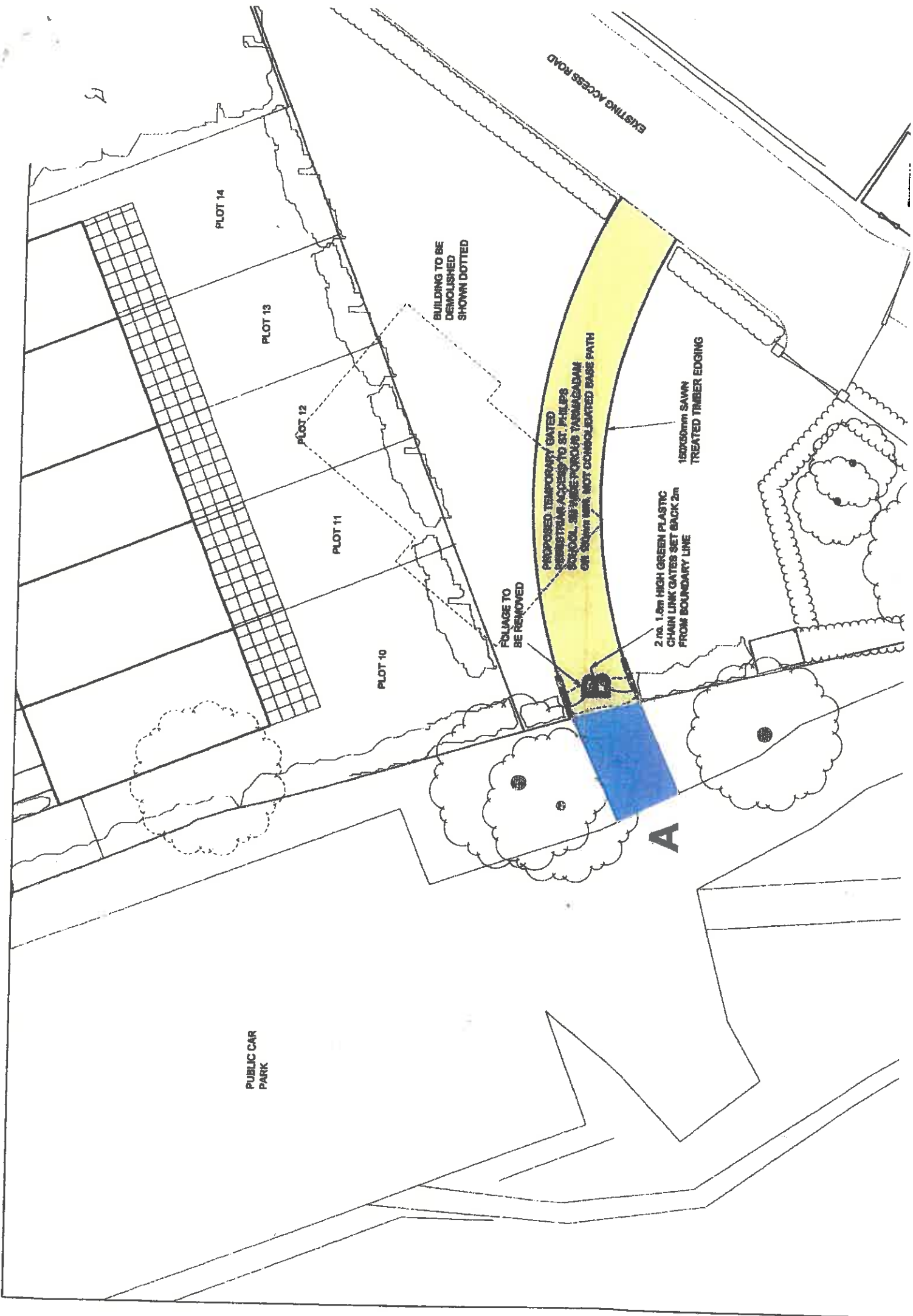
On completion of this Licence, the Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this licence, plus an amount equivalent to VAT on them except to the extent that the Licensor is able to recover that VAT.

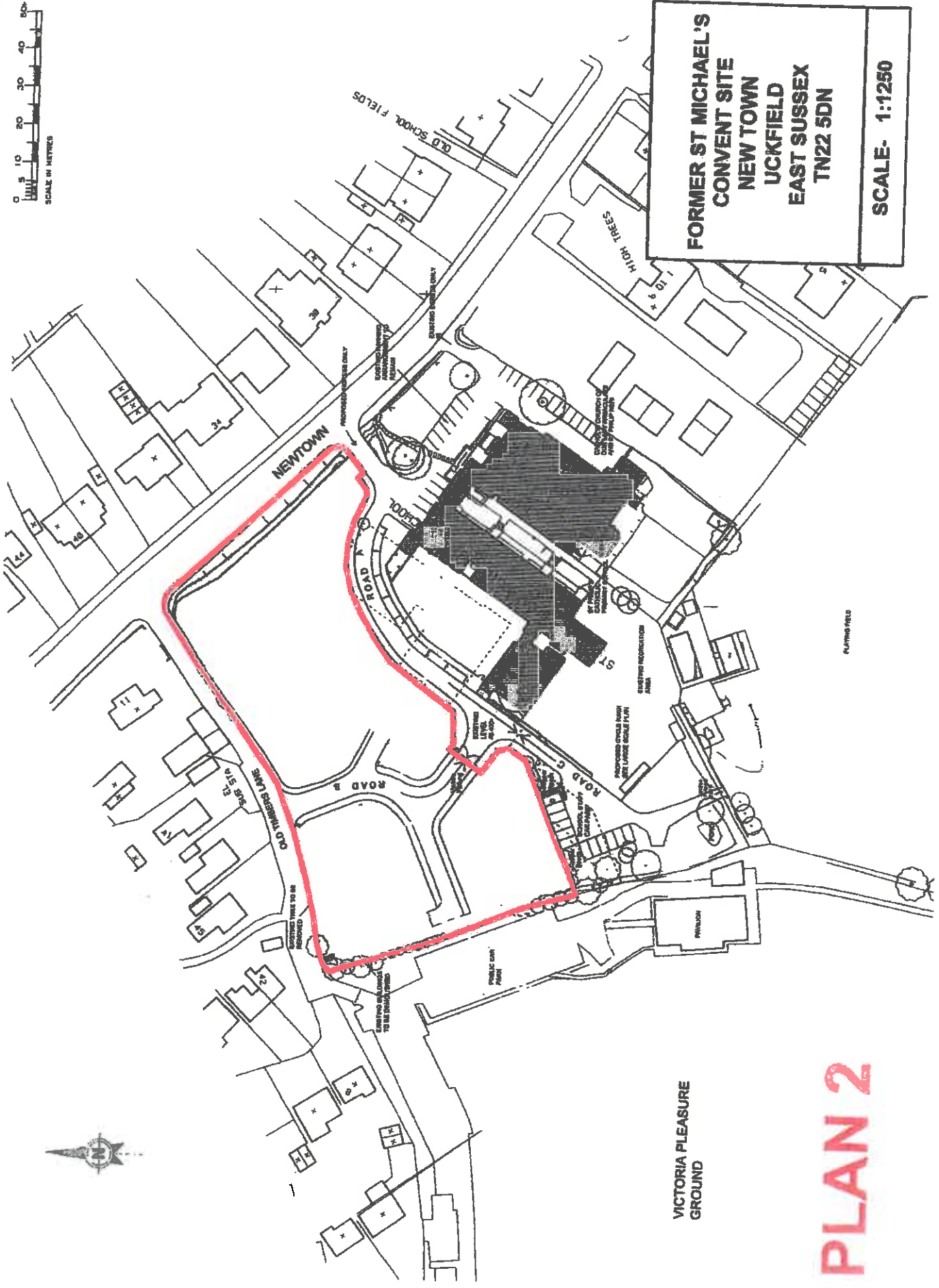
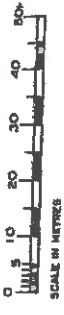
7. NO WARRANTY OF CONDITION

- 7.1 The Licensor gives no warranty that the Permitted Route is in a safe condition and fit for the uses specified in clause 2.
- 7.2 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7.1.
- 7.3 Nothing in this clause shall limit or exclude any liability for fraud.

8. LIMITATION OF LICENSOR'S LIABILITY

- 8.1 Subject to clause 8.2, the Licensor is not liable for:
 - 8.1.1 the death of, or injury to, the Licensee [r the Licensee's employees or the Licensee's invitees to the Permitted Route;





**FORMER ST MICHAEL'S
CONVENT SITE
NEW TOWN
UICKFIELD
EAST SUSSEX
TN22 5DN**

SCALE- 1:1250

VICTORIA PLEASURE
GROUND

PLAN 2

8.1.2 any damage to any property of the Licensee or, that of the Licensee's employees or the Licensee's invitees to the Permitted Route;

8.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route in the exercise or purported exercise of the rights granted by clause 2; or

8.1.4 any loss or damage suffered by the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route as a result of any cause beyond the Licensor's control that prevents the Licensee from using the Permitted Route.

8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

8.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

8.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. GOVERNING LAW

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.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising 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.

Signed by
for and on behalf of
UCKFIELD TOWN
COUNCIL

.....

Signed by _____ for
and on behalf of
THE ARUNDEL AND
BRIGHTON ROMAN
CATHOLIC DIOCESAN
CORPORATION
LIMITED

.....

Signed by _____
for and on behalf of the
Trustees

.....

