

SHORT FORM LICENCE AGREEMENT- USE FOR 1-4 WEEKS ACCESS ONLY- PLAN AND WORKS DESCRIPTION TO BE ATTACHED

LICENSOR	NOTTINGHAM PARK ESTATE LIMITED (Company No.1951920) whose registered office is at 7a Lenton Road, The Park, Nottingham NG7 1DP	
LICENSEE of	
LICENCE PERIOD	Means a period of 2 weeks from and including the Commencement Date	
ADDITIONAL LICENCE PERIOD	Means a period of 1 week from the expiry of the Licence Period or any prior Additional Period as agreed by the parties	
AGREED USE	To have access to and from the Licensed Areas through the Estate to enable the Licensees or their Workmen only with the Permitted Vehicles via the Permitted Routes to carry out the Development Works to the Development Property including the right to place skips or other waste receptacles in Area A and/; or to park Permitted Vehicles in Area B only and to store in a proper and secure manner all equipment, tools and building materials within the Licensed Areas	
AGREED WORKING TIMES	means the hours of 0800 - 1800 on Mondays to Fridays and 0800 - 1300 on Saturdays. (Bank Holidays are specifically excluded)	
AREA A	Means the areas designated as 'Area A' shown for identification purposes only coloured GREEN on the Plan	
AREA B	the area designated as 'Area B' show for identification purposes only coloured BLUE on the Plan (if any)	
ESTATE	All those roads services conduits and other areas contained in a Conveyance dated 14 March 1986 made between the Chancellor Masters and Scholars of the University of Oxford (1) and The Nottingham Park Estate Limited (2) and situate within the Nottingham Park Estate in the City of Nottingham	
ESTATE ROADS	Means the roads byways and footpaths within the Estate	
DEVELOPMENT PROPERTY	
PERMITTED ROUTES	The Permitted Vehicles will only enter the Estate, the Development Property and the Licensed Areas via the roadway coloured YELLOW and will exit the Estate only via the roadway coloured BROWN on the Plan.	
PERMITTED VEHICLES	means lorries or other vehicles used for the purpose of the Development Works with a maximum number of six wheels and a maximum weight limit of 16 tonnes (including contents)	
WORKS	means any activities (including any movement of materials, plant, machinery and Permitted Vehicles) in connection with the Development Works	
DEVELOPMENT WORKS	The works set out and described on the attached form only.	
LICENCE DISTANCE	The distance of..... which length is to be used to determine the Licence Fee or Additional Licence Fee as show in table 1.	
LICENCE FEE	The Initial Licence Fee and any Additional Licence Fee (if any) payable by reference to the Licence Distance as set out in Table 1 of this Agreement	
LICENSED AREAS	Means Area A and/ or Area B	
WORKMEN	All agents employees contractors subcontractors and workmen instructed or engaged by the licensee to carry out the Development Works	
PLAN	The plan attached to this Licence Agreement showing the Licence Areas and Permitted Routes	
SIGNATURE OF LICENSOR	SIGNATURE DATE
SIGNATURE OF LICENSEE (S)	SIGNATURE DATE
COMMENCEMENT DATE	

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1. PERMISSION

- 1.1 In consideration of the Licence Fee and the strict performance of the Licensees' undertakings and obligations as set out in this licence, the Licensor grants to the Licensees the permission during the Licence Period to have the non-exclusive and temporary use of Licensed Areas for the Agreed Use and non-exclusive access for the Permitted Vehicles over the Permitted Routes for the sole purpose of facilitating the Development Works provided always that the Licensor gives no warranty that the Licensed Areas Permitted Routes all or any part of the Estate may lawfully be used or are physically fit for the Agreed Use.
- 1.2 This consent will cease to be valid if the Development Works have not been started (in accordance with this licence) within 30 days from (and including) the Commencement Date. If this consent ceases to be valid all the terms of this licence except clause 1.1 will remain in force.
- 1.3 The Licensees must comply with the terms of this licence and carry out the Works in accordance with this licence once they have been started but the Licensee acknowledges that the consent in this licence does not obviate the need for the consent of any other person other than the Licensor, that may be required to carry out the Development Works.

2. LICENSEE'S UNDERTAKINGS

The Licensee agrees and irrevocably undertakes (and where there are two or more Licensee's such obligation is joint and several) to the Licensor as follows (with each of the following undertakings being separate and enforceable as such):

- 2.1 Prior to the commencement of any Development Works the Licensee shall take all steps and co-operate fully with the Licensor to facilitate the preparation and agreement of a pre-commencement condition report of the Estate and Licensed Areas which shall, once agreed, be signed by both parties and be evidence of the condition of the Licensed Areas and the Estate (or parts thereof as showing in the pre-commencement condition report) in the event of any dispute arising between the parties in the future.
- 2.2 To pay to the Licensor the Licence Fee payable on the Commencement Date and the Additional Fee on or before the first date of the Additional Period (if any)
- 2.3 To erect and maintain a "Heras" fence measuringm (length) xm (width) at the kerb edge of the footpath along the boundary of the Development Property to create an enclosed 'Area A'
- 2.4 To erect appropriate and clear signage at all Licensed Areas in a position approved in writing by the Licensor and (where suitable) on the Estate Roads (without causing any obstruction) to advise and warn road users of the road and traffic hazard or any route deviation arising from the exercise of the permissions and rights in this licence to the Licensor's reasonable satisfaction
- 2.5 If required by the Licensor at any time during the Licence Period to maintain a footpath of at least 1 metre in width in front of all or part of the Licence Area
- 2.6 At all times during the Licence Period to keep the Estate Roads clear of any debris or waste materials arising from the Development Works and/or use of the Licensed Area
- 2.7 To dismantle and remove the temporary fencing erected to enclose Area A and to leave the Licensed Areas in a clean and tidy condition and making good to the reasonable satisfaction of the Licensor any damage to the whole or any part of the Estate occasioned by such removal and with vacant possession and free of the Licensees' tools materials equipment goods chattels and any waste materials arising out of the Development Works at the end of the Licence Period or earlier determination
- 2.8 To make good any damage to the Licensed Areas or any part of the Estate (including any signage equipment and fixtures belonging to the Licensor on the Estate) as a result of the Works or the exercise or the purported exercise of the permissions granted by this licence at the determination of this licence (whenever and howsoever it occurs) to the reasonable satisfaction of the Licensor.
- 2.9 In the event that the Licensed Areas or any part or parts of the Estate are not available for the use of the Licensor or anyone claiming under them or the other users or occupiers of the Estate due to the failure of the Licensees to comply with clauses 2.6 and 2.7 above by the end of the Licence Period to pay the Licensor a further sum of £100 together with VAT if applicable for every week following the end of the Licence Period (or any extension of it) that the Licensed Areas are not useable for this reason and such payment shall be without prejudice to any other rights or remedies available to the Licensor
- 2.10 Not to make any alteration or addition whatsoever (save as required under the terms of this licence) or cause or permit any damage to the Licence Areas or any part of the Estate including but not limited to any damage howsoever caused to any plant, brush, shrub, tree building or structure whether temporary or permanent on the Estate or part thereof.
- 2.11 Not to use the Licensed Areas for any use save for the Agreed Use nor to use the Permitted Routes or any part of them as a turning area or other than in a manner as provided for under this licence.
- 2.12 Not to cause or permit or suffer to be caused any nuisance or damage to the Licensed Areas or any part of the Estate and to cause as little disruption to the users and occupiers of the Estate as is practicable
- 2.13 Not to obstruct or allow or suffer to be obstructed any part of the Estate Roads (save to the extent permitted in this licence)
- 2.14 Not to block or allow or suffer to be blocked or obstructed the drains pipes sewers or other water channels on the Estate with mud silt debris or other building or waste materials arising out of the Development Works

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- 2.15 Not to use allow or suffer to be used any other vehicles in connection with the Development Works save for the Permitted Vehicles.
- 2.16 Not to use allow or suffer to be used any other route or access to the Development Property for the purposes of the Development Works save for the Permitted Routes.
- 2.17 Not to make allow or suffer any deliveries of materials machinery or skips or make removals of waste material from the Development Property or the Licensed Areas at any time save for the Agreed Working Times
- 2.18 Not to do or allow or suffer to be done any Works at any time save for the Agreed Working Times
- 2.19 To carry out or procure that any other contractor, servant or third party carrying out the Works on behalf of or for the Licensees, that such Works are carried out in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance so far as such Works fall within the terms of this licence.
- 2.20 To allow the Licensor and its surveyors or others so appointed, access to the Licenced Areas while the Works are being carried out or otherwise during the period of this licence (and any Additional Licence Period) and to provide to the Licensor all information and copies of any insurance documentation, certificates of accreditation or other documents that the Licensor reasonably requests to establish that the Works are being and have been carried out in accordance with the terms of this licence.
- 2.21 The Licensees shall take all proper steps to ensure that the carrying out of the Works does not make the Licenced Areas, or any other parts of the Estate or any land or buildings neighbouring the Development Property unsafe.
- 2.22 Not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Estate which would or might vitiate in whole or in part any insurance effected in respect of the Estate from time to time
- 2.23 In carrying out the Works the Licensees will comply with all laws and the terms of all other consents and licences, the requirements and recommendations of all relevant statutory undertakers, planners and building control officers, utility providers (if applicable) and those insurers of the Development Property, the Licensor or the Estate (provided that the Licensor shall confirm the recommendations and requirements of it or the insurers of the Estate to the Licensees in writing).
- 2.24 Not to impede in any way the Licensor or its servants or agents in the exercise of the Licensor's right of possession and control of the Estate or any part thereof
- 2.25 Not to do allow or permit any part of the Estate or the Estate Roads to be used as a turning area for the Permitted Vehicles.
- 2.26 Only to allow Permitted Vehicles to be loaded or unloaded in Area A and not elsewhere on any part of the Estate
- 2.27 Not to allow or permit more than one Permitted Vehicle to be waiting on any part of the Estate at any one time and where a Permitted Vehicle is waiting or stationary within the Estate to ensure that the Permitted Vehicle is not left idling and that its engine is switched off so as not to cause a nuisance to other users owners or occupiers of the Estate.

3. INSURANCE OBLIGATIONS

The Licensees are to obtain or procure that their contractors, servants or others carrying out the Works from time to time have all suitable skills to carry out the Works or part thereof in which they are engaged and that suitable insurance to cover the risks of third party liability, property damage or destruction, personal injury and other risks from time to time notified to the Licensees by the Licensor are in place. In the event that the Licensor requests a copy of any such insurance policy or certificate of qualification as referred to above at clause 4.1, the Licensees shall provide the same to the Licensor within 5 working days of request.

4. BREACH

- 4.1 Upon the Licensor giving written notice to the Licensees ("the Licensor's Notice") specifying any material breaches of the terms and conditions in this licence the Licensees shall immediately cease to commit or permit or suffer to continue the activity constituting the breach stated in the Licensor's notice and shall diligently rectify such breach within 24 hours of receipt of the Licensor's Notice
- 4.2 If the Licensees do not comply with Clause 4.1 within the specified time the Licensees will not hinder or obstruct the Licensor should the Licensor take any action to remedy or rectify such breaches and the Licensees will pay the Licensor as a debt on demand a sum of £100 for each and every breach stated in the Licensor's Notice not remedied by the specified time together with the costs incurred the Licensor in remedying such breaches including any contractors surveyors or agents fees on an indemnity basis (without prejudice to any other rights or remedies available to the Licensor) and the Licensor shall not be liable to compensate the Licensees for any loss suffered as a result of remedying such breaches

5. INDEMNITY

The Licensee will indemnify and keep the Licensor indemnified from and against any act loss damage action claim liability or injury suffered by the Licensor or any other person arising from the exercise of the rights permitted by the Licence or as a result of the non-observance or non-performance of the terms and conditions in this Licence and further the Licensees undertakes to comply with all planning and building regulation requirements of the local authority or other statutory body and other laws applicable to the Development Works and to indemnify the Licensor from any breach of the same.

6. GENERAL

- 6.1 This licence shall determine on the earlier of:

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- 6.1.1 immediately on written notice given by the Licensor at any time following any material breach by the Licensees of its undertakings contained in Clause 2. hereof and the Licensees shall within 3 days of such notice vacate the Licensed Areas in the accordance with the terms of Clauses 2.6 and 2.7 hereof but such determination shall be without prejudice to the Licensor's rights or remedies in respect of any antecedent breach or breaches of the Licensees' undertakings hereunder
- 6.1.2 The expiry of the Licence Period (or any agreed continuation of it)
- 6.2 The Licensees acknowledge that they do not rely on, and will 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
- 6.3 In so far as the Licensor is legal able to do so the Licensor shall not be liable for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Licensees or any employee contractor subcontractor agent or invitee of the Licensees in the exercise or purported exercise of the permissions hereby granted save where caused by the Licensor's wilful default
- 6.3.1 The Licensees shall pay on demand any further reasonable costs and disbursements of the Licensor, its solicitors, surveyors, and insurers incurred in connection with the Works or any removal of them and reinstatement of the Estate or in making good any damage to any land or building, plant or machinery (other than the Development Property) which is caused by the use of the Licenced Area's or the Permitted Routes under the terms of this licence
- 6.3.2 The obligations in this licence extend to costs and disbursements accessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Licensor is able to recover that value added tax.

7. NO RELATIONSHIP OF LANDLORD AND TENANT

The Licensor and the Licensees hereby further agree and declare as follows:

- 7.1 that it is not the intention of either of them to create between them a relationship of landlord and tenant
- 7.2 that legal possession and control of the Estate and every part of it shall at all times remain vested in the Licensor and the Licensees shall not hereby acquire any estate or interest therein

8. INDEMNITY

The Licensees shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Licensor arising out of or in connection with any breach of the terms of this licence.

9. NOTICES

Any notice given under or in connection with this licence must be in writing and must be delivered by hand or sent by pre-paid first class post or other next working day delivery service. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service will be deemed to have been delivered on the second working day after posting.

10. LIABILITY

- 10.1 The obligations of the Licensees in this licence are owed to the Licensor and are made in consideration of the consent granted by clause 1.1.
- 10.2 Where the Licensees comprise more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Licensee arising under this licence. The Licensor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of those persons.

11. 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 and 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).

12. CONTRACT (RIGHTS OF THIRD PARTIES) RIGHTS ACT 1999

A person who is not a party to this licence has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence

13. COSTS

On completion of this licence (the date hereof) the Licensee shall pay to the Licensor's its administration expenses of £40 plus VAT in connection with this licence

TABLE 1

	INITIAL LICENCE FEES AND ADDITIONAL LICENCE FEES			
LICENCE DISTANCE	<5m	<10m	<20	>20m
Initial Licence Fee	£50	£100	£150	£150 + £50 for each additional 20m part
Additional Licence Fee	£35	£35	£35	£35+£20 each additional 20m or part