

DATED _____ 2024

BETWEEN

(1) WOODCHURCH PARISH COUNCIL

and

(2) Woodchurch HUB CIC

LICENCE TO OCCUPY

relating to

premises known as 'The Hub' office space and conveniences at Front Road,
Woodchurch

Wellers Law Group LLP
65 Leadenhall Street
London
EC3A 2AD
Reference: 53122.001

CONTENTS

1. DEFINITIONS	1
2. ITERPRETATION.....	1
3. GRANT OF LICENCE	2
4. OBLIGATIONS OF LICENSEE.....	2
5. NO TENANCY	4
6. DETERMINATION	4
7. INTEREST	4
8. VAT	5
9. RENT REVIEW.....	5
10. NOTICES	5
11. GOVERNING LAW AND JURISDICTION	5

THIS LICENCE is made on _____ 2024

BETWEEN:

- (1) **WOODCHURCH PARISH COUNCIL** of The HUB, Front Road, Woodchurch ("Licensor"); and
- (2) **WOODCHURCH HUB CIC** of Front Road, Woodchurch, Ashford, England TN26 3PA ("Licensee").

IT IS AGREED:

1. DEFINITIONS

In this licence except where a different interpretation is necessary in the context the words and expressions set out below shall have the following meanings:

"Lands" means the land legally described as the freehold land shown edged in red on the attached plan filed at the Land Registry under Title number K304275 and being known as land lying to the east of Front Road, Woodchurch. Ashford

"Licence Fee" means an initial sum of £1 plus VAT per annum and then reviewed in accordance with clause 9;

"Licence Period" means a periodic licence for an initial five year period and then on a year-to-year basis until the Licensor or the Licensee terminates the tenancy in accordance with clause 6 subject always to the rights in clause 5 below;

"Permitted Use" means use as an office with associated retail and public conveniences.

"Plans" means the plans annexed to this licence;

"Property" means the two rateable hereditaments defined as office space and public conveniences at The Former Public Conveniences, The Green, Woodchurch, Kent, TN26 3PA or such other part of the Building as the Licensor may specify from time to time pursuant to clause 5.2;

"VAT" means value added tax or tax of a similar nature which may be substituted for it or levied in addition to it; and

"Working Day" means any day in which the Licensee operates.

2. INTERPRETATION

- 2.1. The clause, paragraph, schedule and annexure headings and the table of contents used in this licence are inserted for ease of reference only and shall not affect construction.
- 2.2. The schedules and annexures to this licence are incorporated into this licence. References in this licence and the schedules to the parties, schedules, annexures and clauses are references respectively to the parties, schedules and annexures to and clauses of this licence.
- 2.3. References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.

- 2.4. Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part of the whole.
- 2.5. All agreements and obligations by any party contained in this licence (whether or not expressed to be covenants) shall be deemed to be and shall be construed as covenants by such party.
- 2.6. If any condition or covenant contained in this licence requires a party to it not to do an act or thing it shall be a breach of any such condition or covenant to permit or suffer such act or thing to be done.
- 2.7. Where a party consists of more than one person covenants and obligations of that party shall be deemed to be made jointly and severally.
- 2.8. References to statutory provisions, enactments or EC Directives shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive (whether before or after the date of this agreement), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision, enactment or EC Directive, except where expressly stated to the contrary.
- 2.9. If any provision of this licence is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this licence will remain in full force and effect and will not in any way be impaired.
- 2.10. This licence does not confer any rights on any person or party other than the parties to this licence pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 2.11. A reference to a fair proportion means a fair proportion determined by the Licensor acting reasonably.

3. GRANT OF LICENCE

- 3.1. In consideration of the obligations undertaken by the Licensee in this licence the Licensor grants to the Licensee the personal right throughout the Licence Period to use the Property in accordance with the provisions of this licence.
- 3.2. The Licensor grants the Licensee the right to use the common parts of the Property and Lands on the attached Plan in common with the other occupiers of the Lands and Property and those authorised by the Licensor.

4. OBLIGATIONS OF LICENSEE

- 4.1. The Licensee shall pay the whole of the Licence Fee to the Licensor on or before the 31st August every year for the Licence Period upon receipt of an invoice by the Licensor.
- 4.2. The Licensee shall perform and observe all regulations and requirements of any local or public authority in respect of the use and occupation of the Property.
- 4.3. The Licensee shall be responsible for and shall indemnify the Licensor in respect of the costs of all utilities costs and meter charges during the subsistence of this Licence.

- 4.4. To pay for directly all business rates and any other outgoings relating to the Property.
- 4.5. The Licensee shall not do anything upon the Property which may:
- 4.5.1. invalidate any insurance of the Property or the Building whether effected by the Licensor or any other person; or
 - 4.5.2. increase any insurance premium payable in respect of the Property or the Lands.
- 4.6 The Licensee shall not share or part with occupation of the whole or any part or parts of the Property or deal or purport to deal in any way with the benefit of this licence. <<Needs Clarity regarding the use by Citizens Advice and Social Prescribers – though these are operating as part of the function of The HUB>>
- 4.7 The Licensee shall not cause any nuisance or annoyance to the owner occupier or user of any part of the Property or Lands or of any other property provided that use by the Licensee of the Property for the use set out in clause 4.8 will not be deemed to be a breach of this clause.
- 4.8 The Licensee shall not use the Property for any purpose other than for the Permitted Use subject always to such reasonable conditions and requirements given in writing to the Licensee in respect of the same as the Licensor acting reasonably shall require.
- 4.9 The Property is to be used solely by the Licensee for the benefit of the Woodchurch Parish community and other local communities ~~within a ten-minute drive by car from the Property.~~
- 4.10 The Licensee will carry on business under the name of Woodchurch HUB CIC and will not change such name without the prior written consent of the Licensor, such consent not to be unreasonably withheld. The Licensee will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continually occupy and utilise the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Licensee.
- 4.11 The Property includes office space and an attached lavatory for use by the general public which will be kept ~~clean~~ stocked and in good condition. ~~General cleaning and sanitary waste removal will remain the responsibility of the Licensor.~~
- 4.12 The Licensee shall not permit any sale by auction (other than remote or online auctions) ~~or public meeting to be held upon the Property~~ nor allow the Property to be used for any illegal or immoral purpose. <<The HUB is open to the public at all times during operational hours and is sometimes used as a place for the public to meet>>
- 4.13 The Licensee shall not impede or interfere with the Licensor's rights of possession and control of the Property.
- 4.14 The Licensee shall keep the interior of the Property clean tidy and clear of rubbish and make good any damage caused to the Property during the Licence Period and shall return the Property to the Licensor at the end of the Licence Period in no worse state and condition as existed at the commencement of the Licence Period.
- 4.15 The Licensee shall not make any alterations or additions to the Property.
- 4.16 In respect of any alteration to which the Licensor may have consented to the Licensee shall remove and reinstate all such alterations to the satisfaction of the Licensor at the expiry or sooner determination of this Licence.

- 4.17 The Licensee shall indemnify and keep indemnified the Licensor against all actions claims proper costs damages demands proper expenses losses proceedings or other liability arising in any way from any breach of the provisions of this licence.
- 4.18 The Licensee shall observe such rules and regulations as the Licensor may from time to time make with regard to the use and management of the Building (and which do not conflict with the provisions of this licence) and which are notified in writing to the Licensee.
- 4.19 The Licensee shall at all times maintain public liability insurance in a sum of not less than £5,000,000 and shall on request produce evidence of the same to the Licensor.
- 4.20 The Licensee shall at the expiry or sooner determination of this licence promptly:
- 4.20.1 vacate the Property having removed all of the Licensee's belongings;
- 4.20.2 leave the Property clean, tidy and free from all rubbish; and
- 4.20.3 return any keys to the Property to the Licensor.
- 4.21 The Licensee shall be responsible for the security of the Property and its contents during the Licence Period and the Licensor shall bear no responsibility in this regard. <<**This may be a challenge to guarantee as the Licensor also had keys and uses the building on a regular basis and has, at times, left The HUB building unlocked during Parish Council meetings**>>
- 4.22 The Licensee shall on demand provide the Licensor with details of all security and key codes for any alarm system for the Property and of any changes to them during the Licence Period.
- 4.23 The Licensee shall not impede the Licensor or its employees or agents in the exercise of its rights of possession and control of the Property.

5. NO TENANCY

It is agreed and declared that:

- 5.1. The Licensee is not entitled to exclusive possession of the Property and as such the Licensor shall be entitled to show parties interested in taking a lease of the Property around the Property on giving prior notice to the Licensee; and
- 5.2. this licence is personal to the Licensee and the Licensee has no right to assign part with or share the benefit of this licence or occupation of the Property.

6. DETERMINATION

- 6.1. This licence shall be for an initial five year period and then continue periodically until it is terminated in accordance with any of the following:
- 6.1.1. 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 this lease.
- 6.1.2. the expiry of not less than 8 weeks' notice to terminate given by the Licensor to the Licensee in the event that the Licensee is in breach of its obligations as detailed in Section 4.

6.1.3. in the event that the Licensee ceases to exist as constituted at the date of this Licence or in the reasonable opinion of the Licensor becomes moribund.

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

6.3. On the date of termination the Licensee shall have removed all chattels and fittings from the Property making good any damage caused and ensure the Property is returned Licensor with vacant possession.

7. INTEREST

Any amount payable by the Licensee under this licence and not paid within five Working Days of the date on which it became due shall bear interest (as well after as before any judgment) at 4% per cent per annum above the base lending rate from time to time of HSBC Bank Plc from the date on which such amount became due until the date on which it is paid.

8. VAT

All sums of whatever nature which are payable by the Licensee under this licence and which are now or shall at any time after the date of this licence become subject to VAT shall be deemed to be exclusive of VAT and the Licensee shall in addition to such sums pay any VAT payable or chargeable on them.

9. RENT REVIEW

9.1. If the Licence Period of this Licence is greater than five years, the Licensor and the Licensee will review the Licence Fee after each five-year period, following which the new annual fee will become effective at the commencement of the following five-year period.

10. NOTICES

10.1. Any notice or other communication to be given under or in relation to this licence shall be in writing and may be sent to the registered office for the time being of the party to whom it is addressed.

10.2. Any notice or other communication shall be deemed to have been duly given:

10.2.1. if sent by personal delivery upon delivery at the address of the relevant party;

10.2.2. if sent by first class post two Working Days after the date on which it is posted.

11. GOVERNING LAW AND JURISDICTION

This licence is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this licence.

THIS LICENCE is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this licence.

Signed by for and on behalf of **WOODCHURCH
PARISH COUNCIL**

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By two Councillors

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in the presence of a Clerk

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Signed by []

for and on behalf of **WOODCHURCH HUB CIC**
in the presence of:

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Signature of Witness

Name of Witness

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Address of Witness

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