

DATED

20 March 2018

LICENCE TO ASSIGN

RELATING TO

17 LOWER FORE STREET SALTASH CORNWALL PL12 6JQ

SALTASH TOWN COUNCIL

And

SUSAN ELIZABETH HOOPER and ARTHUR HEARL

And

SALTASH HERITAGE

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THIS AGREEMENT is dated **19 APRIL 2018** 202

PARTIES

- (1) **SALTASH TOWN COUNCIL** of The Guildhall 12 Lower Fore Street Saltash Cornwall PL12 6JX (**Landlord**);
- (2) **SUSAN ELIZABETH HOOPER** of 1 Down Close Burraton Coombe Saltash Cornwall PL12 4PZ and **ARTHUR HEARL** of 1 Tower View Saltash Cornwall PL12 4NR as Trustees of Saltash Heritage (**Tenant**); and
- (3) **SALTASH HERITAGE** incorporated in England and Wales (Company Registration Number CE038425) whose registered office is situate at 17 Lower Fore Street Saltash Cornwall PL12 6JQ (**Assignee**)

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Lease: a lease of The Property dated 19th April 2018 made between (1) the Landlord and (2) Susan Elizabeth Hooper John Samuel Northey and Arthur Hearl as trustees of Saltash Heritage and all documents supplemental or collateral to that lease.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: 17 Lower Fore Street Saltash PL12 6JQ as demised by the Lease.

1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. References to the **Assignee** include a reference to its successors in title and assigns,

1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.

- 1.4 References to **completion of the assignment** (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.6 **A person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless otherwise specified, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 A reference to **this licence** or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.16 Unless the context otherwise requires, references to clauses and the Schedules are to the clauses and the Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

1.17 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.

1.18 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. CONSENT TO ASSIGN

2.1 Subject to clause 2.2, the Landlord consents to the Tenant assigning the Lease to the Assignee.

2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.

2.3 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.

2.4 Any sum which becomes due under the Lease after completion of the assignment, but which relates to any period before completion of the assignment shall be payable in full by the Assignee.

2.5 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. OBLIGATIONS RELATING TO THE ASSIGNMENT

3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.

3.2 Immediately following completion of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.

3.3 Within one month after completion of the assignment, the Assignee shall:

- (a) notify the Landlord of completion;
- (b) send the Landlord a certified copy of the assignment; and
- (c) pay the Landlord's registration fee of £50 plus value added tax.

4. COSTS

On completion of this licence the Tenant shall pay the costs and disbursements of the Landlord's solicitors and its managing agents in connection with this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and

to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

5. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached as well as if any of the events stated in the provision for re-entry in the Lease occurs.

6. INDEMNITY

The Tenant and the Assignee shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of their respective obligations in this licence.

7. NOTICES

7.1 Any notice given to a party under or in connection with 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, at the address given for that party in this licence or as otherwise notified in writing to each other party.

7.2 A notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or
- (b) 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 or at the time recorded by the delivery service.

7.3 A notice given under this licence is not valid if sent by fax or email.

7.4 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.

8. LIABILITY

8.1 The obligations of each of the Tenant and the Assignee in this licence are owed to the Landlord.

8.2 Where a party to this licence comprises more than one person, then those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this licence or the assignment. The party to whom those obligations and liabilities are owed 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 them.

9. THIRD PARTY RIGHTS

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. REGISTRATION AT THE LAND REGISTRY

The Assignee shall:

- (a) apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;
- (b) ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month after the registration has been completed.

11. GOVERNING LAW

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

12. JURISDICTION

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by SALTASH
TOWN COUNCIL in the presence of:

..... *

SIGNATURE OF WITNESS

.....
NAME

.....
ADDRESS

.....
OCCUPATION OF WITNESS

Executed as a deed by a SUSAN
ELIZABETH HOOPER in the
presence of:

.....

SIGNATURE OF WITNESS

.....
NAME

.....
ADDRESS

.....
OCCUPATION OF WITNESS

Executed as a deed by ARTHUR
HEARL in the presence of:

.....

SIGNATURE OF WITNESS

.....
NAME

.....
ADDRESS

.....
OCCUPATION OF WITNESS

Executed as a deed by
SALTASH HERITAGE Charitable
Incorporated Organisation
Acting by
in the presence of:

.....
SIGNATURE OF WITNESS

.....
NAME

.....
ADDRESS

.....
OCCUPATION OF WITNESS