

LICENCE TO OCCUPY

DATE: 10th May 2024

- (1) **Kent County Council** of Sessions House, County Hall, Maidstone ME14 1XQ ("**Licensor**");
- (2) **Baldev Chattha** of 356 Singlewell Road, Gravesend DA11 7RZ (Custom CIC ("**Licensee**").

1. DEFINITIONS

- "**Premises**" Old Southfield School Site adjacent to 354 Singlewell Road, Gravesend DA11 7RZ
- "**Licence Area**" Premises, as shown edged red on the attached plan
- "**Licence Fee**" Peppercorn (£1 per annum)
- "**Licence Period**" The period starting on the date of this licence, 10th May 2024 and be determined in a year.
- "**Permitted Hours**" No restriction.
- "**Plan**" The plan annexed to this licence.
- "**Purpose**" To use and maintain said Premises by the Licensee
- "**VAT**" Value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT);

2. INTERPRETATION

2.1 In this licence:

- 2.1.1 The word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party;
- 2.1.2 The words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.1.3 Obligations owed by or to more than one person are owed by or to them jointly and severally; and
- 2.1.4 An obligation not to do something includes an obligation not to cause or allow that thing to be done;

2.2 In this licence unless otherwise specified:

- 2.2.1 A reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Licence Period, including directives, decisions and regulations of Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body; and
- 2.2.2 Unless otherwise specified, a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time.

3. LICENCE

- 3.1 In consideration of the Licence Fee and of the Licensee's obligations in this licence, the Licensor grants to the Licensee a non-exclusive licence to use and maintain the Premises on the land edged red on the attached plan TQ6571/25A for the duration of the Licence Period.

3.2 The Licensor also grants to the Licensee all rights of access within the Permitted by Kent County Council rights conferred by this licence. These rights are granted in common with all others entitled to similar rights and on condition that the Licensee does not obstruct or interfere with the rights of the Licensor or any other person so entitled.

3.3 Once the licence has been brought to an end by either party, all items are to be removed from the Licence Area

4. **PAYMENTS**

4.1 The Licensee will pay any Licence Fee on the first day of the Licence Period and thereafter.

5. **LICENSEE'S OBLIGATIONS**

5.1 During the Licence Period, the Licensee must:

5.1.1 At its own cost and to the satisfaction of the Licensor, make good any damage caused to any part of the Licence Area by the exercise of the rights conferred by this licence;

5.1.2 Keep the Licence Area clean and tidy and not introduce anything that might constitute an obstruction or a risk to the health and safety of anyone working at or visiting the Licence Area;

5.1.3 Leave the Licence Area in a clean and tidy condition and free of all the Licensee's furniture, equipment, goods and chattels at the end of the Licence Period;

5.1.4 Comply with all legislation relating to the use of the Licence Area and to the health and safety of persons working at or visiting the Licence Area and with all regulations made by the Licensor from time to time for the management and operation of the Licence Area;

5.1.5 Comply with the prohibition on smoking at the Licence Area;

5.1.6 Not display any signs or notices at the Licence Area without the consent of the Licensor;

5.1.7 Not do or omit to do anything which might vitiate any insurance in respect of the Licence Area; and

5.1.8 To maintain or repair and secure the Licence Area at the Licensee's own cost.

6. **ASSIGNMENT OR SHARING**

This licence is personal to the Licensee and the Licensee must not assign or purport to assign or deal with it in any way. The rights given in clause 3.2 may only be exercised by the Licensee and its employees and customers.

7. **BREACH OF LICENSEE'S OBLIGATIONS**

If the Licensor gives written notice to the Licensee identifying a breach of the Licensee's obligations under this licence then the Licensee must as soon as reasonably possible take all steps required to remedy that breach. In case of default the Licensor may take all steps properly required to remedy the breach notified to the Licensee, and all liability incurred by the Licensor will be recoverable from the Licensee as a debt.

8. **VAT**

8.1 Any obligation of the Licensee to pay any sum under this licence includes an obligation to pay any VAT properly payable in respect of the supply to which payment of that sum relates.

8.2 Any obligation of the Licensee to repay to or reimburse the Licensor in respect of any expenditure incurred by the Licensor includes an obligation to repay or reimburse any VAT forming part of that expenditure and to assume responsibility for any costs arising during the occupancy period.

9. **TERMINATION**

- 9.1 This licence may be terminated by either party by giving ninety days prior written notice.
- 9.2 Termination of this licence will not release the Licensee from its obligation to pay the Licence Fee and any other sums due under this licence up to the end of the Licence Period.

10. **LIMITATION OF LIABILITY**

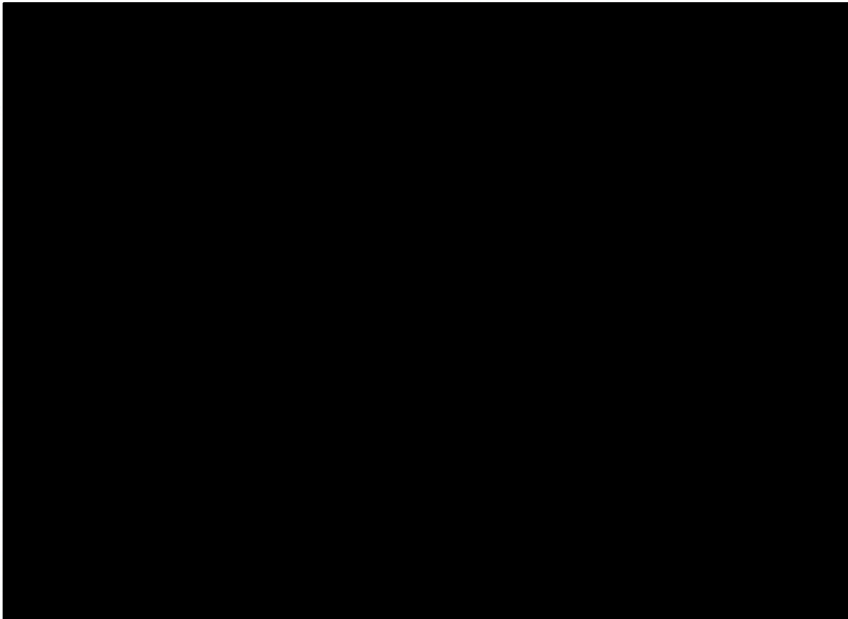
The Licensor will not be liable to the Licensee or any other person for any damage or liability caused by any stoppage or any interruption to services or utilities serving the Licence Area, nor for any death of or injury to the Licensee, nor for any damage to any property, provided that nothing in this clause shall exclude or limit liability for death or personal injury caused by negligence.

11. **NO TENANCY**

The Licensee acknowledges that this licence does not confer a right of exclusive possession in respect of any part of the Licence Area. Nothing in this licence is intended to create a tenancy and at the end of the Licence Period, the Licensee will have no right to remain at the Licence Area.

12. **THIRD PARTIES**

Nothing in this licence is intended to confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.



Appendix 1

