

Licence to Occupy:

AN AGREEMENT made this 1<sup>st</sup> day of September 2023

## **1 Particulars**

In this Agreement the following expressions shall have the following meaning:

- |     |                |  |
|-----|----------------|--|
| 1.1 | The Licensor   | GJB Estates Retirement Benefits Scheme, Tallboys, Hammerfield Drive, Abinger Hammer, Dorking, Surrey, RH5 6QY                                  |
| 1.2 | The Licensee   | Rickmansworth Waterways Trust, 99 Church Street, Rickmansworth, Herts, WD3 1JJ   |
| 1.3 | The Building   | Land and buildings of which the Premises forms part  |
| 1.4 | The Premises   | The part of the Building being on the ground floor shown for the purpose of identification only edged red on the plan annexed                  |
| 1.5 | Access Ways    | The paths and accessways the use of which is necessary for obtaining access to and access from and to the Premises                             |
| 1.6 | Licence Period | A period of 3 years from the date of this agreement or until the Licensee's rights under Clause 2 are determined in accordance with Clause 4.1 |
| 1.7 | Licence Fee    | £3,500 (THREE THOUSAND FIVE HUNDRED POUNDS) per annum plus VAT.  |

## **2 Licence**

Subject to clauses 3 and 4 the Licensor gives the Licensee the right (in common with the Licensor and all other authorised by the Licensor so far as is not inconsistent with the rights given) to use the Premises during the Licence Period:

- |     |   |
|-----|---|
| 2.1 | For the purpose of Class D 1 of the Town and Country Planning Order 1987                  |
| 2.2 | For the purpose of access to and egress from the Premises over and along the Access Ways. |

## **3 Licensee's Undertakings**

The Licensee agrees and undertakes:

- |       |  |
|-------|--|
| 3.1   | To pay the Licensor  |
| 3.1.1 | the Licence Fee of £3,500 plus Vat per annum in advance on the Quarter days – (namely December 25 <sup>th</sup> , March 25 <sup>th</sup> , June 24 <sup>th</sup> , September 29 <sup>th</sup> – in order to be dictated by the date of the Agreement) the first payment or a due proportion of it apportioned on a day-to-day basis to be made on the date of this agreement |
| 3.1.2 | the costs of the metered Services namely Gas, Electricity and Water  |

- 3.1.3 a fair and reasonable proportion to be determined in the event of there being a dispute by the Licensor's Surveyors whose decision shall be final and binding of the cost of (i) refuse collection the Licensee having use of the refuse collection facility (ii) the upkeep and maintenance of the garden area shown coloured green on the annexed plan and keeping the Access Ways in neat and tidy condition the Licensee having the use and free access of the said garden area shown coloured green
- 3.2 To deposit (already paid) with the Licensor as security for the performance and observance of the undertakings contained in this clause £250 (TWO HUNDRED AND FIFTY POUNDS) such sum to be repayable to the Licensee (less such amount as shall be due to the Licensor in respect of any non-performance or non-observance by the Licensee) within 14 days of the determination of this Licence (or such longer period as may be necessary to ascertain such amount due to the Licensor)
- 3.3 The Licensee shall be responsible for all internal repairs and decorations and the Licensor will be responsible for the cost of any external works which directly affect the premises and pay a fair and reasonable proportion of the costs of any external works which directly affect the Premises to be agreed or failing agreement to be determined by the Licensor's Surveyor whose decision shall be final and binding.
- 3.4 Not to bring any furniture equipment goods or chattels onto the Building or Premises without the consent of the Licensor save as may be necessary for the exercise of the rights given in clause 2
- 3.5 To keep the Premises clean and tidy and clear of rubbish and leave the same in a clean and tidy condition and free of the Licensee's furniture equipment goods and chattels at the end of the Licence Period
- 3.6 Not to obstruct the Access Ways or cause the same to become dirty and untidy nor to leave any rubbish on them
- 3.7 Not to display any signs or notices on the Premises or the Building without the prior written consent of the Licensor
- 3.8 Not to use the Premises or Access Ways in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Building or adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property
- 3.9 Not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Building or which would or might vitiate in whole or in part any insurance effected in respect of the Building from time to time
- 3.10 To identify the Licensor and keep the Licensor indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this licence any breach of any of the Licensee's undertakings contained in this clause or the exercise or purported exercise or any of the rights given in clause 2

- 3.10.1 Not to make any internal non-structural alterations or improvements to the Premises without the consent of the Licensor such consent not to be unreasonably withheld
- 3.10.2 To remove any additions or alterations or improvements made to the Premises at the expiration of this Licence if so requested by the Licensor and to make good any parts of the Premises which may be damaged by such removal.
- 3.11 To observe such rules and regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Premises
- 3.12 Not to do or permit or suffer any person exercising or purporting to exercise the rights given in clause 2 to do any act or thing on or in relation to the Premises which would or might cause the Licensor to be in breach of any planning consent or permission granted in respect of the Premises or Building
- 3.13 To contribute the sum of £NIL towards the Licensor's legal costs and expenses in connection with the granting of this Licence
- 3.14 Not to impede in any way the Licensor or its officers servants or agents in the exercise of the Licensor's rights of possession and control of the Building and every part of the Building
- 3.15 To pay and to indemnify the Licensor against VAT (or any tax of similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Licensee under any terms of or in connection with this Licence

#### **4 General**

- 4.1 The rights granted in clause 2 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 3)
  - 4.1.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in clause 3
  - 4.1.2 on not less than 3 months' notice given by the Licensor or the Licensee to the other party to expire on a Quarter day
- 4.2 The benefit of this licence is personal to the Licensee and not assignable and the rights given in clause 2 may only be exercised by the Licensee and/or the landlords of 99 Church Street
- 4.3 The Licensor gives no warranty that the Premises are legally or physically fit for the purpose specified in clause 2
- 4.4 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 Licensee or any person referred to in clause 4.2 in the exercise or purported exercise of the rights granted by clause 2



- 4.5 All notices given by either party pursuant to the provisions of this agreement shall be in writing and shall be sufficiently served if delivered by hand or sent recorded delivery to the other party at its registered office or last known address
- 5 The licensor agrees that in order to justify the cost of setting up an exhibition by the Licensee that this Licence will be renewed on similar terms save as to rent if the Licensee fully complies with all its terms and provisions together with the terms conditions and provisions of the Management Plan annexed hereto/or which it is proposed that the Licensor will formulate

IN WITNESS whereof the parties hereto have signed this instrument as their deed in the presence of the person mentioned below

THE COMMUNAL SEAL OF GJB ESTATES RBS )  
was hereunto affixed in the presence of )

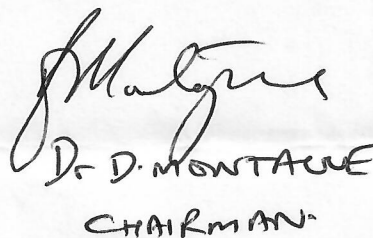
Director



Secretary

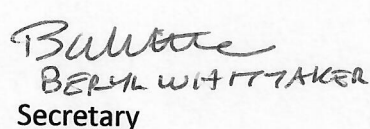


RICKMANSWORTH WATERWAYS TRUST )  
Signed in the presence of )

  
Dr D. MONTAGUE  
CHAIRMAN

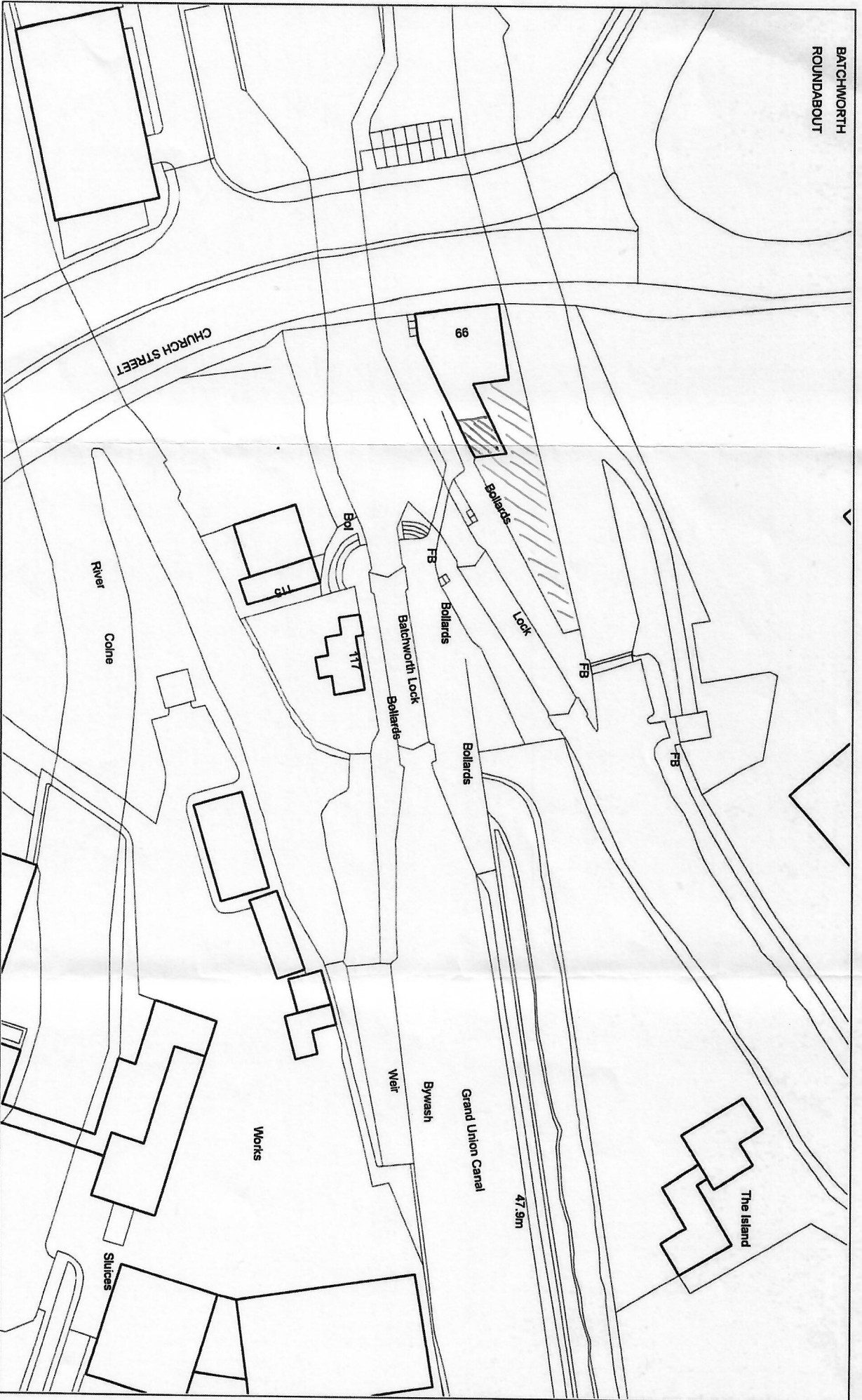
Director

7th SEP 2023

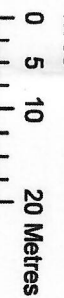
  
BERYL WILTAKER  
Secretary

7/9/2023

BATCHWORTH  
 ROUNDABOUT



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