

LICENSE AGREEMENT

1. This Agreement is made this 1st day of January 2022 between Ian George & Wendy Anne Cole of 6 Western Road, West End, Southampton SO30 3EL ("the Owners") of the one part, and THT Limited of 24 Elmsleigh Gardens, Southampton SO16 3GF ("the Licensee")
 2. The Owners are the owner of all that piece of freehold land shown in red on the attached plan ("the site")
 3. The Owners agree to grant a License to the Licensee to enter upon and use the three conservatory buildings. The Owners agree that the Licensee and its customers may have use of the site's public facilities, car parking and toilets.
 4. In consideration of the Licensee agreeing to make the Owner the payment of £500 on the first day of each calendar month, the Owners grant the Licensee permission to enter upon the site and occupy the three conservatory buildings jointly with the Owners. Right of way to enter upon the site is granted to the Licensee, its servants, agents, visitors and customers and others duly authorised provided that nothing expressed or implied in this Agreement shall entitle the Licensee to exclusive possession of the licensed land.
 5. The Owners reserve the right to review the rental payment at the beginning of February each year in accordance with the percentage change in the All Items Retail Prices Index over the previous February as published by the Office for National Statistics. In practice the figures are usually published 2 months in arrears, so any increase or decrease in the rental payment will be adjusted by a balancing backdated payment.
 6. The Licensee may (subject to any necessary planning consent) erect and maintain a signboard at the entrance to the site indicating its presence and whereabouts.
 7. The Licensee will pay for all outgoings and costs relating to the use of or further installation of electricity services and telephone lines. Business rates are not currently chargeable to the conservatory buildings but the Licensee would become liable should regulations change.
 8. The Licensee will pay all costs and outgoings relating to public and other legal liabilities (including employees) for damage or injury of any kind arising on the licensed land and shall maintain a policy of insurance with an insurance company of repute.
 9. This Agreement is exclusive to the Licensee and shall only be capable of assignment to THT Limited of 24 Elmsleigh Gardens, Southampton SO16 3GF. The Licensee has no right to grant any other sub-license or any other agreement relating to the licensed land.
- It is agreed between the Owners and the Licensee that this Agreement confers no tenancy upon the Licensee and that possession of the licensed land is retained by the Owners.
10. The Licensee will not do, or allow anything to be done, which in the reasonable opinion of the Owners causes nuisance or annoyance to the Owners, other tenants and their customers and authorised visitors to the site, or permit any activity which is detrimental to the interests of the Owners or adjoining properties.

11. The Owners accept no liability whatsoever for theft from or damage to any of the Licensee's property on the licensed land.

12. Either party shall have the right by giving not less than 14 days notice in writing to the other to determine this Agreement upon the occurrence of any of the following events:

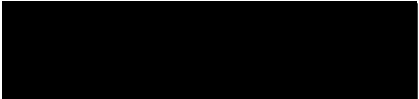
- (a) The commission by either party of a breach of its obligations stated in the Agreement which has not been remedied within 14 days after written notice has been given to it by the other requiring that it may be remedied.
- (b) The liquidation or bankruptcy of either party whether voluntary or compulsory unless pursuant to and followed by a reconstruction or amalgamation
- (c) The making of either party of any composition or arrangements with its creditors
- (d) The appointment of a Receiver of the whole or any part of the assets of either party
- (e) The Owners have the right to determine the Agreement in the event of failure by the Licensee to make the payments stated in paragraph 4 overleaf within 28 days of them being due.

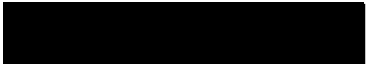
If this Agreement shall determine for any reason whatsoever:

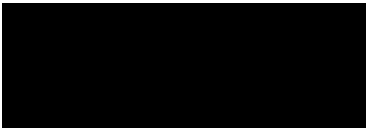
(i) the Owner shall continue to permit the Licensee to enter upon the site for a reasonable time being not more than 21 days thereafter so as to permit the Licensee to remove the property of the Licensee from the site, and

(ii) The Licensee shall leave the licensed land properly cleared and in a clean and tidy condition.

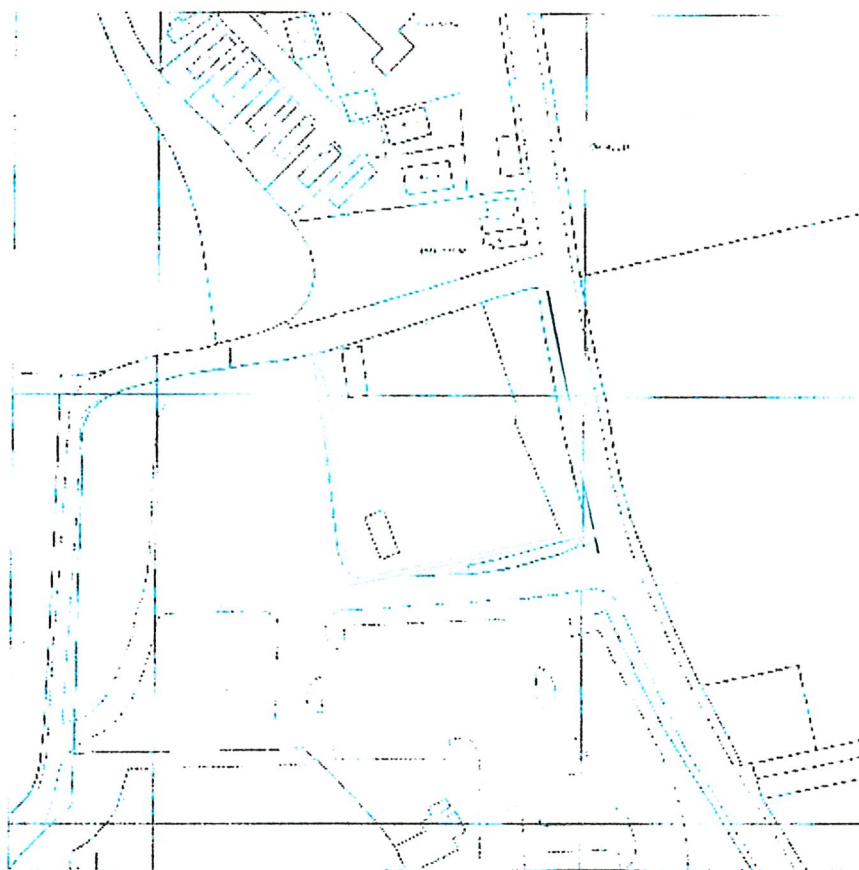
Either party may determine the Agreement by giving the other 6 months' notice in writing or making payment in lieu of notice provided none of clauses (a) to (e) have occurred.

Signed:  For and on behalf THT Limited

Name: 
Authorised Signator(y)/(ies)

Signed:  I G Cole (Owner)

..... W A Cole (Owner)



Produced 25 Apr 2005 from Ordnance Survey copyright data and incorporating a revision to data available at 24th Apr. © Crown Copyright 2005.

Reproduction in whole or in part is prohibited without the authorisation of Ordnance Survey.

Ordnance Survey and the OS symbol are registered trade marks and Ordnance Survey is a trade name of Ordnance Survey, the national mapping agency of Great Britain.

Part or all of this Siteplan is enlarged from mapping produced at one or more of the following scales 1:1250, 1:2500, 1:10000.



1:1

Ordnance Survey 1:1250 120000

National Grid coordinates of the centre of the feature: SU4000

Supplied by: National Map Centre
Serial Number: 01163900

WILKINSON ROAD
FAIR GAP, EASTLEIGH
LEAMS ROAD 7/5