

LICENSE AGREEMENT

1. This Agreement is made this 1st day of February 2014 between Ian George & Wendy Anne Cole of 6 Western Road, West End, Southampton SO30 3EL ("the Owners") of the one part, and Greenacres Landscaping Services of 73 Blackthorn Road, Merry Oak, Southampton SO19 7LP ("the Licensee") of the other part.
2. The Owners are the owner of all that piece of freehold land shown in red on the attached plan ("the site"). The Owners agree to grant a License to the Licensee to enter upon and use the Workshop/Store building shown edged in blue on the attached plan. The Owners agree that the Licensee, its employees, servants, agents, visitors, customers and any other duly authorised persons may have use of the site's public facilities, car parking and toilets.
3. In consideration of the Licensee agreeing to make the Owner the payments set out in Schedule 1, the Owners grant the Licensee permission to enter upon, use and occupy the licensed land jointly with the Owners. Right of way to the Workshop/Store is granted to the Licensee, its employees, 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. Permission is also granted to allow use of the area in front of the building as far only as both side elevations, and only up to the tarmac roadway on Silverland Stone's yard.
4. The Licensee may (subject to any planning consent) erect and maintain a signboard at the entrance to the site indicating its presence and whereabouts. The size, height, colour and nature of the signboard must first be approved by the Owners.
5. The Licensee will pay for all outgoing and costs relating to the use of or further installation of electricity services and telephone lines. The Licensee will pay all costs and outgoing relating to business rates.
6. The Licensee will pay all costs and outgoing 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.
7. This Agreement is exclusive to the Licensee. 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.
8. 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 Licensees or 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.
9. The Owners accept no liability whatsoever for theft from or damage to any of the Licensee's property on the licensed land. The Owners accept no liability whatsoever for any losses, disruption to business or consequential losses arising from any destructive event on the licensed land. The Licensee agrees to keep the licensed land in reasonable repair.
10. 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 Schedule 1 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 and free of any toxic or hazardous materials.

SCHEDULE 1

The amounts payable under Schedule 1 of the Agreement shall be paid to the Owners in instalments, in advance on the first day of each calendar month, by standing order to the Owners' nominated bank account (NatWest Hedge End, Sort Code 53-50-36, Account 13697404, I G & Mrs W A Cole):

Year 1 - £200 per calendar month
Year 2 - £250 per calendar month

Thereafter the Agreement will be reviewed annually on each anniversary of its inception and will be increased (or decreased) by the percentage difference between the Retail Prices Indices over the previous 12 months. 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: [Redacted] For and on behalf of Greenacres Landscaping Services

Name: [Redacted] Authorised Signatory

Signed: [Redacted] I G Cole (Owner)

[Redacted] W A Cole (Owner)

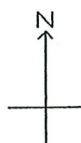
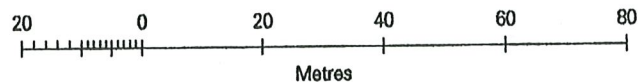


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Centre Coordinates: 448866 120289

National Grid sheet reference at centre of this Siteplan: SU4820

Supplied by: National Map Centre
Serial Number: 04153500

WINCHESTER ROAD
FAIR OAK, EASTLEIGH
HANTS, SO50 7HD

Revenue and Benefits Service Unit
Civic Offices, Leigh Road, Eastleigh
Hampshire, SO50 9YN
Telephone: 023 8068 8076
Fax: 023 8068 8084
www.eastleigh.gov.uk
Email: revbens@eastleigh.gov.uk

NON-DOMESTIC RATES BILL



Account Ref: 701479341
Date of Issue: 26.02.2014

MR STEPHEN BROOKS

73 BLACKTHORN ROAD
MERRYOAK
SOUTHAMPTON
HANTS
SO19 7LP

BILL FOR PERIOD 01.03.2014 to 01.04.2014

Reason for Issue of Bill: Opening Bill

Address to which charge relates:

LOCK UP UNIT AT
WYEVALL GARDEN CENTRE
SO50 7HD

Property Description: STORE AND PREMISES

Rateable Value: 2275

Non-Domestic Rate Charge (including any costs)	£ 0.00
LESS: Payments Received	0.00
Total amount Due:	0.00

The following instalments are due by the dates shown or reminder notices will be issued. Method of Payment: Cash Instalments

Date Due	Amount Due
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