

5th June 2018

Peter Pescod,
The West Wing,
Ovington Cottage,
OVINGTON
NE42 6DH

Dear Mr. Pescod,

Licence to Occupy: Part of the North Chapel, Ovingham Cemetery, Tyne Gardens, Ovingham NE42 8AR

On behalf of Ovingham Joint Burial Committee (“the Licensors”) I am instructed to write to you to offer to allow you (“the Licensee”) to occupy and use the Property as licensee on the following instructions:

1. Definitions and interpretation

1.1 In the Licence:

“Date of Entry” means

“Date of Termination” means the date upon which the Licence terminates;

“Interest” means interest on the sum in question at 4% per annum above the Bank of England from time to time from the date that such sum is due for payment or, if there is no such date specified, the date of demand for such sum until such sum is paid;

“Licence” means the licence to occupy the Property constituted by this offer and all duly executed letters following on from it;

“Licence Fee” means the sum of £ per calendar month;

“Parties” means the Licensors and the Licensee;

“Permitted Use” means the storage of furniture, antiques and collectables;

“Drawings” means the drawings annexed to this letter;

“Property” means that part of the North Chapel being the timber-floored area of the chapel shown in the drawings together with the upper storage area over the concrete-floored area of the chapel shown on the drawings;

“Working Day” means any day on which clearing banks in London are open for normal business.

1.2 In the Licence, unless otherwise specified or the context otherwise requires:

1.2.1 Any reference to one gender includes all other genders;

1.2.2 words in the singular only include the plural and *vice versa*;

1.2.3 any reference to the whole is to be treated as including reference to any part of the whole;

1.2.4 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and vice versa;

1.2.5 any reference to a Clause, is to the relevant Clause, of the Licence;

1.2.6 any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision;

1.2.7 any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;

1.2.8 any phrase introduced by the words “including”, “include”, “in particular” or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;

1.2.9 where at any one time there are two or more persons included in the expression “Licensees” obligations contained in the Licence which are expressed to be made by the Licensees are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.

1.3 The headings in the Licence are included for convenience only and are to be ignored in construing the Licence.

2. Licence

- 2.1** Subject to due compliance by the Licensee with his obligations under the Licence, the Licensors will permit the Licensee to occupy and use the Property for the Permitted Use with all necessary non-exclusive rights of access and egress over the concrete-floored area of the Property and access to and egress from the Property from/to the public highway subject to all title conditions and rights of whatever nature affecting it.
- 2.2** The Licensee will occupy the Property as mere Licensee only and acknowledges that possession of the Property is retained by the Licensors subject to the rights created by the Licence.
- 2.3** The Parties agree that the Licence is not a lease and does not confer any tenancy rights on the Licensees.

3. Duration

- 3.1** The Licence will commence on the Date of Entry and will continue from month to month after that until terminated by either Party on delivering to the other Party not less than one month's written notice to the effect that they are terminating the Licence at the expiry of the period specified in the notice.
- 3.2** At the Date of Termination, the Licensee will:
- 3.2.1** remove from the Property with his whole equipment and other items, without the need for any notice from the Licensors, and
- 3.2.2** leave the Property in a condition consistent with full compliance with his obligations under the Licence.

4. Payments

- 4.1** The Licensee will pay the Licence Fee to the Licensors by equal instalments in advance on the first day of each month, the first payment being due on the Date of Entry in respect of the period from the Date of Entry to the next payment date and monthly after that, by banker's order.
- 4.2** The Licensee will also pay for the duration of the Licence:
- 4.2.1** Any additional rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever imposed on or payable in respect of the Property by the Licensor as a result of the Licence.

- 4.2.2** Any additional insurance premium payable under the insurances effected by the Licensors in relation to the Property (including any additional premiums payable by reason of the Permitted Use).
- 4.2.3** All costs incurred by the Licensors in procuring the remedy of any breach of any obligation of the Licensees under the Licence.
- 4.2.4** If any sums due by the Licensees are not paid within ten Working Days after the due date, then the Licensee will pay to the Licensors Interest on the outstanding money.
- 4.2.5** All payment due under the Licence are exclusive of VAT.

5. Use

- 5.1** The Licensee will use the Property for the Permitted Use and for no other purpose.
- 5.2** The Licensors give warranty that:
 - 5.2.1** The Property is suitable for the Permitted Use; or
 - 5.2.2** the Permitted Use is or will remain the permitted use of the Property within the provisions of the planning or other relevant legislation from time to time.
- 5.3** The Licensee will not do or permit to be done upon or in connection with the Property anything which would be a legal nuisance or cause of damage to the Licensors or the other occupiers of any neighbouring premises or both.
- 5.4** The Licensee will comply with:
 - 5.4.1** all statutes, bye-laws and other regulations affecting the Property or the Licensees' use of the Property;
 - 5.4.2** all obligations, restrictions, reservations and other conditions in the titles of the Property; and
 - 5.4.3** all reasonable regulations which may be issued from time to time by the Licensors or their agents in relation to the Property, including in respect of health and safety, risk management and security.

6. Indemnity and Insurance

6.1 The Licensees will indemnify and keep indemnified the Licensors on demand from all liability in respect of:

6.1.1 any injury to or death of any person;

6.1.2 damage or loss which may be suffered by any persons by reason of or arising out of the use of the Property by the Licensees;

6.1.3 any breach by the Licensee of his obligations under the Licence.

6.2 The Licensee will not do anything which vitiates or makes void or voidable any insurance policy for the Property effected by the Licensors, or causes monies otherwise payable under such policy to be irrecoverable or refused or withheld, or an increased premium or loading to be payable in respect of such policy.

6.3 Should the use or non-use of the Property cause any increase in the cost of insuring any adjacent premises of the Licensors the Licensees will on demand from time to time pay to the Licensors the amount of any such increase.

7. Alienation

7.1 The Licence is personal to the Licensee and the Licensee will not (either wholly or partially) assign, sub-let, part with or share occupation or otherwise deal in any way with their interest in the Licence save that the Licensor will not unreasonably refuse its consent to the substitution as Licensee by a limited company controlled by the Licensee.

7.2 The Licensors will be entitled to assign their interest under the Licence.

8. Condition

8.1 The Licensee will:

8.1.1 at his own cost, undertake works of repair to the Property and work to divide that part of the Property which the Licensee may use pursuant to the Licence and that part which will continue to be used by the Licensor such work and areas being detailed on the drawings agreed between the Parties and annexed hereto and

8.1.2 leave the Property in such condition at the Date of Termination;

All to the satisfaction of the Licensors (acting reasonably).

8.2 The Licensors will continue to maintain and keep in repair the exterior of the Property to the extent that they have up to the date hereof.

9. Alterations

9.1 The Licensee will not carry out alterations or additions to the Property without the prior written approval of the Licensors (which will not be unreasonably withheld or delayed in respect of internal non-structural alterations only).

9.2 To the extent requested by the Licensors, the Licensee will remove any alterations and additions carried out by them save for the agreed works referred to in Clause 8.1 above and reinstate the Property at the Date of Termination to the condition they were in before such alterations and/or additions were made.

10. Access

When taking access to the Property, the Licensors will, and will procure that any other Parties exercising such rights of access will:

10.1 cause minimum interference reasonably practicable with the Licensees' use of the Property, and

10.2 make good to the Licensees' satisfaction (acting reasonably) any damage caused to the Property and the Licensees' fixtures and fittings.

11. Early Termination

If:

11.1 any sums due under the Licence (including the Licence Fee) or any part of them are not paid on the due dates, or

11.2 the Licensee fails to implement any of their other obligations under the Licence, or

11.3 the Licensee or any successor agreed by the Licensors:

11.3.1 goes into liquidation, receivership or administration;

11.3.2 signs a trust deed for creditors, are sequestrated or enter into a voluntary arrangement;

11.3.3 becomes insolvent or apparently insolvent; or

11.3.4 is wound up or dissolved.

Then in each case, the Licensors may, at their option, at any time by notice in writing to the Licensee terminate the Licence with effect from the date specified in the notice but reserving to the Licensors their right of action in respect of any antecedent breach of the Licensee's obligations.

12. Notices

12.1 Any notice, demand, request or certificate required under the Licence must be in writing and may be delivered personally, sent by post to the relevant Party using the relevant details specified in Clause 12.3.

12.2 Any notice, demand, request or certificate will be deemed to be received:

12.2.1 If delivered personally, (with proof of delivery) at the time of delivery; and

12.2.2 if sent by recorded delivery post, 48 hours after the date of posting; and
Provided that if, in the case of a personal delivery, such delivery occurs outwith normal business hours on a Working Day or on a day which is not a Working Day, delivery will be deemed to occur on the next Working Day.

12.3 The details referred to in Clause 12.1 are:

Ovingham Joint Burial Committee

Address: Wylam Parish Council,
Wylam Institute,
Church Road,
WYLAM
Northumberland
NE41 8AP

For the attention of Diana M. Carney, Clerk to the Committee

Peter Richard Pescod

Address: The West Wing,
Ovington Cottage,
OVINGTON
Northumberland
NE42 6DH

Or other such address or person as may be notified in writing from time to time by the relevant Party to the other Party for the purposes of this Clause.

13. No Liability

The Licensors are not liable to the Licensee for any loss, injury or damage which the Licensee may sustain from a deficiency in any part of the Property or the death or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights conferred on the Licensee under the Licence.

14. Formal Documentation

14.1 This letter, together with the drawings endorsed by the Parties, constitutes the entire agreement between the Parties.

15. Costs

15.1 Each of the Parties will bear their own costs and expenses in connection with the preparation and completion of the Licence.

Signed
Clerk, Ovingham Joint Burial Committee

Signed
Chairman, Ovingham Joint Burial Committee

Signed
Peter Richard Pescod

Dated:

