

FREETHS

27th June

2018

- (1) J Jelley and Son Limited
- (2) Birstall Parish Council

Licence for Site Compound

Relating to

Proposed New Community Hall Facility at Hallam Fields
Walk, Birstall, Leicester

Ref: 0664/SMA/111928/779
Direct Tel: +44 (0)845 272 5734
Fax No: +44 (0)845 634 2592
Email: simon.abbott@freeths.co.uk
Dated: 12 January 2018

PARTICULARS

Date	27 th June	2018
Owner	J. Jelley and Son Limited (Company Registration Number 00570926) whose registered office is at 370 Loughborough Road, Leicester, LE4 5PR	
Occupier	Birstall Parish Council of Council Offices, Birstall Road, Birstall, Leicester, LE4 4OH	
Site Compound Area	The part of the Owner's Property shown edged red on the Plan	
Date of Commencement	[27 th June] 2018	
Authorised Use	The use of the Site Compound Area for the purpose of a construction site complex in connection with the construction of a Community Meeting Hall by the Occupier on the Occupier's Property to include (but not exclusively) construction site cabin(s), storage units, main and ancillary signboards, hoardings and car parking	
Condition Survey	The Survey annexed to this Licence showing the condition of the Site Compound Area and the adjoining parts of the Owner's Property	
Licence Period	The period from and including the Date of Commencement up until the date this Licence is determined pursuant to clause 2.3	
Occupier's Property	The land on the west side of Loughborough Road, Wanlip, Leicester registered at the Land Registry under Title Number LT459220, part of which is to be acquired by the Occupier pursuant to the terms of a Section 106 Agreement dated 25 March 2003 made between (1) Jelson Limited, (2) The Trustees of Charles Palmer-Tomkinson Children's Settlement, (3) Charles Palmer-Tomkinson, (4) Charnwood Borough Council and (5) Leicestershire County Council	
Owner's Property	Land on the west side of Loughborough Road, Wanlip, Leicester registered at the Land Registry under Title	

Number LT480270

Plan

The Plan annexed to this Licence

THIS LICENCE is made on the date set out in the Particulars

BETWEEN

- (1) the Owner; and
- (2) the Occupier.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The words and expressions set out in the Particulars are defined terms in this Licence
- 1.2 In this Licence the clause headings do not affect its interpretation, references to clauses are to clauses of this Licence, references to the Site Compound Area the Occupier's Property and the Owner's Property includes any part of them and references to the end of the Licence Period are to the date on which this Licence ends.
- 1.3 Any notice under this Licence is to be given in accordance with section 196 Law of Property Act 1925.
- 1.4 The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. LICENCE

- 2.1 In consideration of payment of the sum of £1.00 (paid by the Occupier to the Owner), the Owner grants the Occupier the right during the Licence Period:

- 2.1.1 to use the Site Compound Area; and
- 2.1.2 full rights of pedestrian and vehicular access over the accessway on the Owner's Property as is reasonably required to gain access to and egress from the Site Compound Area

for the Authorised Use.

- 2.2 The Occupier acknowledges that:

- 2.2.1 the Owner is entitled to exclusive control and possession of the Site Compound Area and the Owner (and those authorised by the Owner) may at its own risk enter and remain on the Site Compound Area at any time and for all purposes, subject to causing as little interference with the Occupier's business as possible, without causing any

interference with the Occupier or its employees, agents, workmen and visitors and subject to complying with all health and safety requirements;

2.2.2 nothing in this Licence is intended to create a letting of the Site Compound Area or to confer any rights on the Occupier, whether under common law or any enactment, greater than a bare licence on the terms of this Licence; and

2.2.3 this Licence is personal to the Occupier and is not capable of being assigned.

2.3 The Occupier or Owner may end this Licence at any time by serving not less than one month's prior written notice on the other, provided that if notice has not been given by 30 November 2019, this Licence will automatically end on 31 December 2019.

3. **GENERAL**

3.1 During the Licence Period the Occupier shall procure that the Occupier and its contractors maintain public liability insurance cover in the sum of at least one million pounds (£1,000,000) for any one single event and shall produce evidence of such cover to the Owner on demand.

3.2 The Occupier hereby agrees to keep the Owner fully and effectively indemnified from and against all expenses, costs, claims, damages and any liability whatsoever in respect of injury or death of any person or damage to any property howsoever arising directly or indirectly out of the use of the Site Compound Area or the state or condition of the Site Compound Area or materials or equipment stored by the Occupier or its employees, agents, workmen and visitors on the Site Compound Area or the use of the same or any breach of the Occupier's obligations in this Licence whether arising by accident or by reason of negligence or other acts of the Occupier or its contractors or agents or of any person or persons employed by the Occupier

4. **USE OF THE SITE COMPOUND AREA**

4.1 The Occupier is to cause as little nuisance, annoyance, damage, inconvenience or disturbance as reasonably practicable arising from its use and occupation of the Site Compound Area.

4.2 The Occupier is to obtain all necessary consents and permissions in connection with the use of the Site Compound Area for the Authorised Use PROVIDED ALWAYS that the Owner gives no warranty to the Occupier for that use.

- 4.3 The Occupier is to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Site Compound Area, its use and occupation or the carrying out of any works to the Site Compound Area.
- 4.4 The Occupier is to ensure that the Site Compound Area is kept in a safe, tidy and stable condition at all times and also to ensure that the Site Compound Area is locked and left secure and safe from unauthorised access following the cessation of operations at the end of each working day.
- 4.5 The Occupier is to erect demountable Heras fencing around the Site Compound Area prior to the commencement of the use of the same in order to ensure that no unauthorised person or persons will have access to the Site Compound Area and is to maintain such fencing in good condition throughout the Licence Period.
- 4.6 The Occupier will move such fencing as and when required to do so to allow vehicles access to the shops and buildings on the Owner's Property for the purpose of making deliveries.
- 4.7 The Occupier is not to allow any other party into occupation of the Site Compound Area save for the Occupier's authorised visitors, agents, contractors and employees and persons authorised by the Owner and the Occupier shall indemnify the Owner against the cost and expense of any and all actions taken to evict or remove anyone or thing from the Site Compound Area.
- 4.8 The Occupier acknowledges that any machinery or equipment or other property brought onto the Site Compound Area (by the Occupier or its contractors, agents or employees) and/or left on the Site Compound Area will be entirely at the Occupier's own risk.
- 4.9 The Occupier is to make good to the Owner's reasonable satisfaction any damage caused to the Owner's Property by the Occupier or its contractors, agents or employees.

5. RETURN OF THE SITE COMPOUND AREA

- 5.1 Prior to the expiry of the Licence Period the Occupier is to:
- 5.1.1 ensure that all structures, plant, equipment, materials, machinery and other items are removed and any damage caused to the Owner's Property as a result of the use of the Site Compound Area is made good to the reasonable satisfaction of the Owner;
 - 5.1.2 return the Site Compound Area and adjoining parts of the Owner's Property to the condition recorded in the Condition Survey, such works to be carried out to the Owner's reasonable satisfaction;

SCHEDULE OF CONDITION

Hallam Fields Retail Units Car Park, Hallam Fields Rd, Birstall



Date 3rd June 2018



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1.0 INTRODUCTION

This schedule of condition is to accompany a licence agreement between J Jelley & Sons Ltd (licensor) and The Birstall Parish Council (Licensee) for the construction of the Community Centre Building.

Mr Samuel Daley and Mr Tom Wilson of Jelson Limited made the site inspection on the 6th June 2018. The weather on this day was dull and the temperature was roughly 18 degrees.

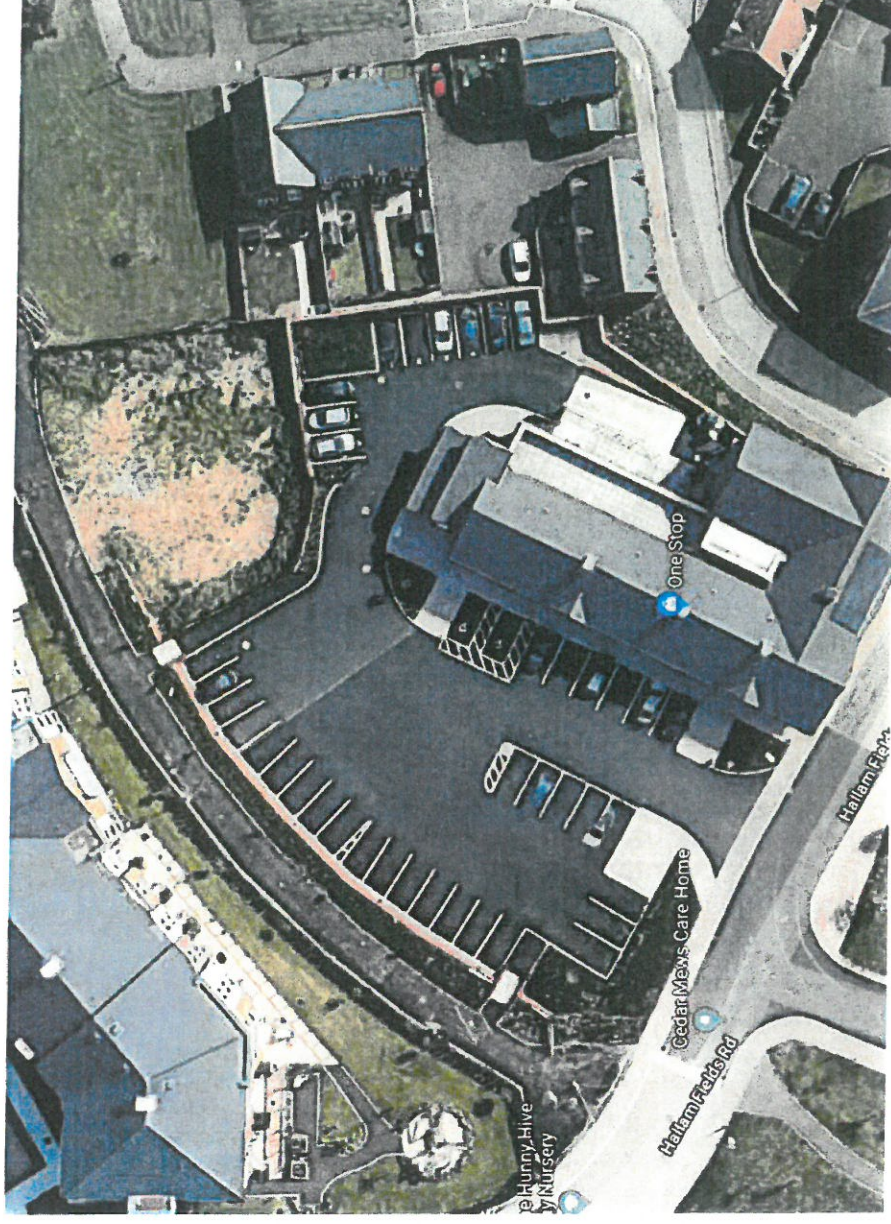
No tests to any of the service, installations, plant or beneath ground drainage were carried out.

The land is used as a parking area for both retail and residential properties. There is also a public right of way along Hallam Walk.

The car park & associated landscaping was installed in 2017.

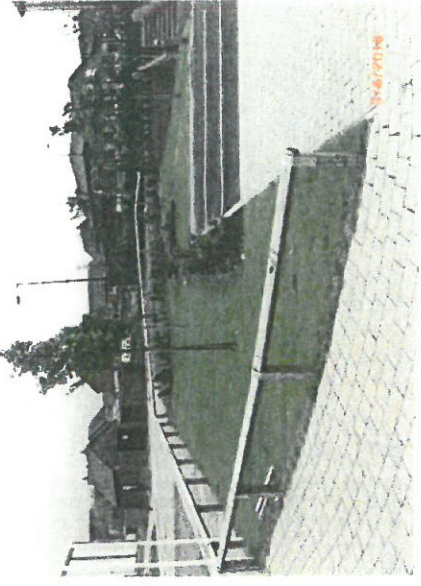
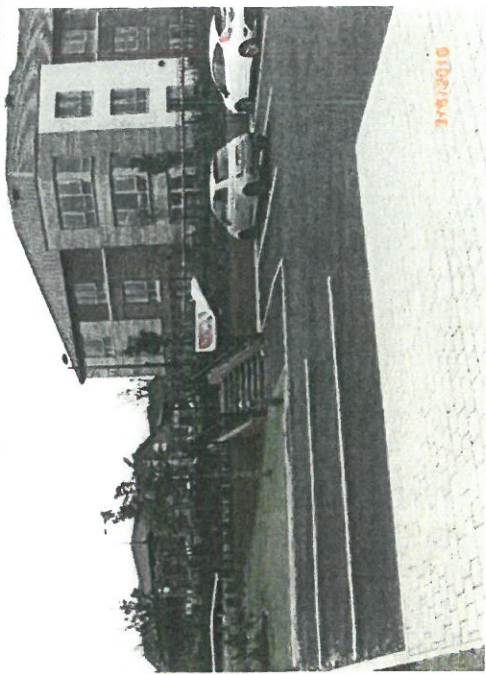
2.0 LOCATION PLAN


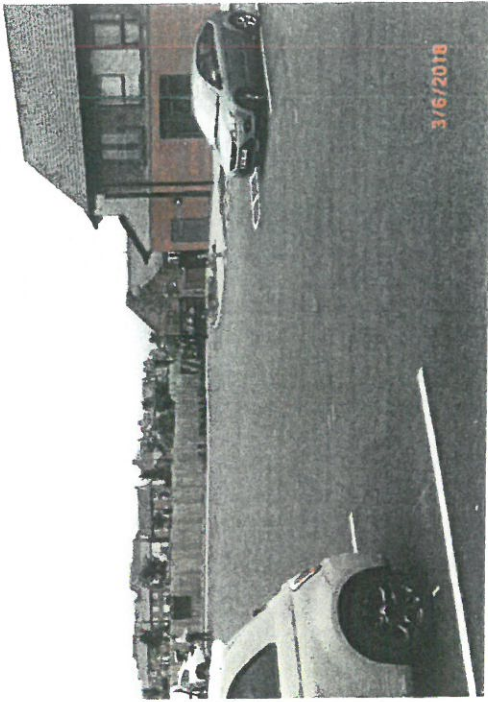
The property is located on Hallam Fields Road Birstall.






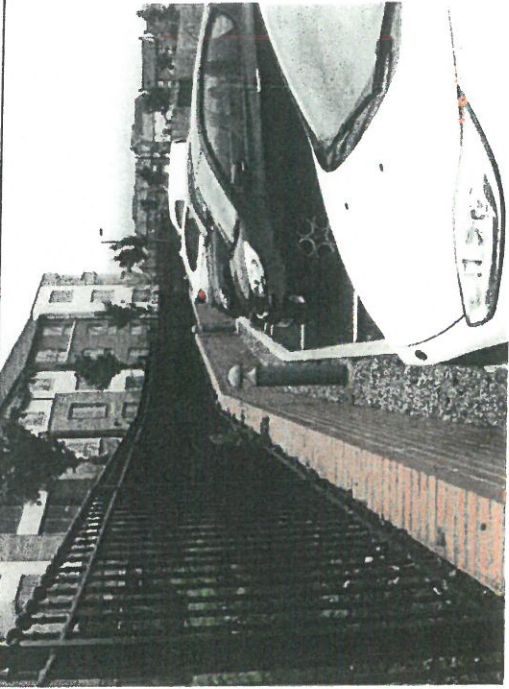
The car park entrance is on the north side of Hallam Fields Road.


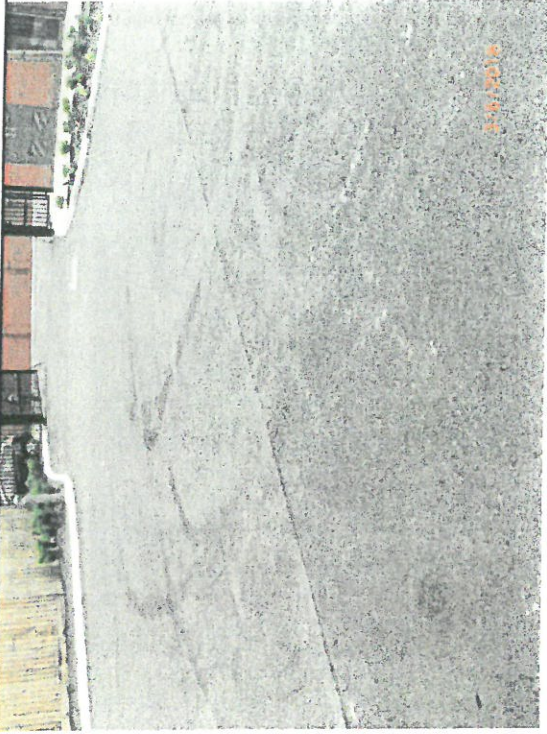
3.0 PHOTOGRAPHIC SCHEDULE

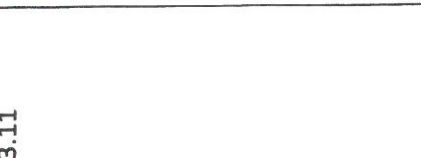
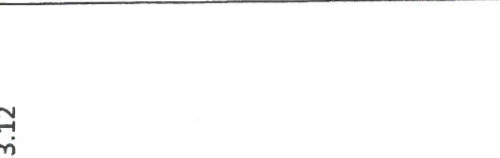
Item Number	Location	Condition	Picture
3.1.	Front wooden knee high fence	Good condition, newly fitted.	
3.2	Left side parking spaces and grass area	Fresh tarmac, planting well maintained.	

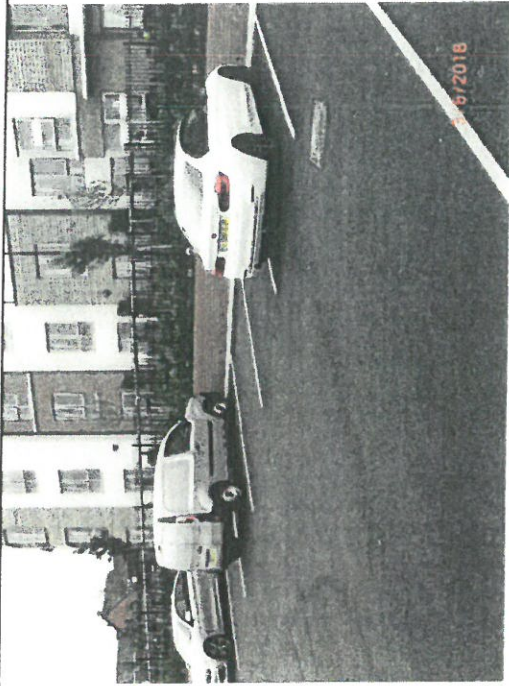
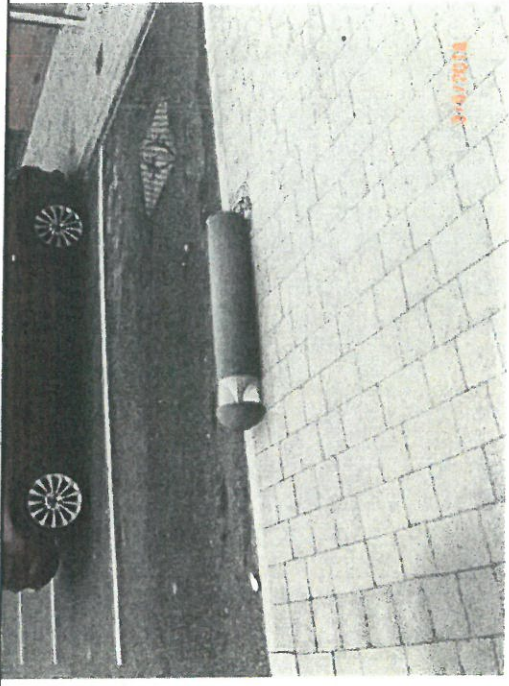
Item Number	Location	Condition	Picture
3.3	Front of shops.	Car park clean and tidy.	
3.4	Main carpark area	Tarmac in good condition.	



Item Number	Location	Condition	Picture
3.5	Back wall and fence	Wall in good condition, no cracks.	
3.6	Stairwell	Stairwell and railings in good conditions.	



Item Number	Location	Condition	Picture
3.7	Right side entrance planting	Newly fitted fence and healthy greenery.	
3.8	Back wall looking into carpark	Good Condition brick wall and fencing, no damage. Bollard concrete showing at base.	


Item Number	Location	Condition	Picture
3.9	Main Parking Area	Very good, clean, few if any marks to tarmac.	
3.10	Entrance to Flat Car park	Very good, clean, few if any marks to tarmac.	

Item Number	Location	Condition	Picture
3.11	Access to Hallam Walk at fronting the Community site.	Good, some mortar splashes and white staining to brickwork.	
3.12	Footpath from Hallam Walk fronting the Community Site.	Very good.	

Item Number	Location	Condition	Picture
3.13	Car park to Hallam Walk.	Car park in good condition, lines clearly marked.	
3.14	Bollard in front of One Stop.	Impact damage and on floor.	

Item Number	Location	Condition	Picture
3.15	Light bollard at rear of carpark.	Good, bark missing at the base of the bollard.	
3.16	Hand rail to rear of carpark	Good condition, no dents, good paintwork.	

Item Number	Location	Condition	Picture
3.17	Upper footpath	Good condition	
3.18	Hallam Walk footpath	In good condition.	

Item Number	Location	Condition	Picture
3.19	Proposed Site	Overgrown, as shown. Edging to tarmac in good condition.	

4.0 ATTESTATION

We hereby certify that this schedule is a true record of the condition of the premises.

5.0 DECLARATION

Signed on behalf of the Licensee

Birstall Parish Council

Representative Name

Date

A. Marshall

COUNCILLOR ANN MARSHALL

11 JUNE 2018

Signed on behalf of the Licensor

J Jelley & Sons Ltd

Representative Name

Date

5.1.3 (if requested by the Owner to do so) remove all or part of the fencing referred to in clause 4.5.

5.2 At the end of the Licence Period the Occupier is to return the Site Compound Area to the Owner with vacant possession.

6. **COSTS**

The Occupier is to pay to the Owner a fair and reasonable proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning the car park, parking spaces and services situated on the Owner's Property.

7. **SIGNING**

The parties to this Licence have signed it on the date set out in the Particulars.

A handwritten signature in black ink, appearing to read 'B. M. Delahay', is written over a large, circular, light-colored stamp or watermark.

Signed for and on behalf of the Owner:

Signed for and on behalf of the Occupier: