

Dated

24th October

2024

APHUT Limited

and

The Secretary of State for the Home Department acting through Border
Force

Licence

Re: 10 Car Parking Spaces at World Business Centre Car Park Newall Road
London Heathrow Airport Hounslow

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Particulars

Date: *24th October* 2024

Licensors: APHUT Limited a Company incorporated in Jersey with Company Registration Number 100711 whose registered office is at IFC5 St Helier Jersey JE1 1ST

Licensee: The Secretary of State for the Home Department whose registered office is at 2 Marsham Street, London SW1P 4DF

Parking Spaces : 10 Car Parking Spaces located within the Car Park as shall be allocated by the Licensor from time to time .

Car Park : 

Commencement Date: [*1st December*] 2024

Licence Fee: 

Licence Period: The period of one year commencing on the Commencement Date and expiring on and including [*30th November*] 2025

This Licence is made on the date and between the parties specified in the Particulars.

1. Interpretation

1.1. Particulars

In this Licence the words and expressions contained in the Particulars have the meanings specified in the Particulars but as further defined (if applicable) in clause 1.2 and elsewhere in this Licence.

1.2. Definitions

In this Licence (unless the context otherwise requires) the following words and expressions have the following meanings:

Interest Interest at the Interest Rate (both before and after judgment) accruing on a daily basis;

Interest Rate the base rate from time to time of Barclays Bank plc [REDACTED]

Law Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant party is bound to comply.

Licensor's Expenses solicitors' counsels' surveyors' and other consultants' and professionals' reasonable and proper fees and costs bailiffs' fees and management charges including all proper disbursements;

Outgoings all present and future rates taxes duties charges assessments impositions taxes fees and any reasonable other outgoings

VAT Value Added Tax or any tax or duty of a similar nature substituted for or in addition to it.

1.3. Miscellaneous

In this Licence:

1.3.1. **Licensor** includes any person in whom the Licensor's interest in this Licence is from time to time vested;

1.3.2. an obligation owed by more than one person is owed by them jointly and severally;

1.3.3. a reference to the Licensee includes a reference to each person comprising the Licensee;

1.3.4. an obligation by the Licensee includes an obligation to ensure that all employees and persons under the control of the Licensee comply with and do not breach the obligation;

1.3.5. all notices must be in writing;

1.3.6. headings to clauses in this Licence do not affect its construction;

- 1.3.7. any payment or other consideration to be provided to the Licensor is exclusive of VAT;
- 1.3.8. words importing the singular include the plural and vice versa and one gender includes all other genders;
- 1.3.9. "includes" and "including" are not interpreted restrictively.
- 1.3.10. Unless the context requires otherwise, references:
- (a) to persons include firms, companies and corporations and vice versa; and
 - (b) to a schedule or clause are references respectively to a schedule or to a clause of this Agreement;
- 1.3.11. A reference to:
- (a) any statute or statutory section shall be taken to include a reference to any statutory amendment, modification or re-enactment of it for the time being in force;
 - (b) any statute or statutory section or generally to statutes or legislation shall be taken to include every instrument, order, direction, regulation bye-law, permission, licence, consent, condition, scheme or other such matter made under or pursuant to it or them.

2. Licence

The Licensor gives the Licensee the following rights during the Licence Period subject to the provisions of this Licence:

- 2.1. The right (save where the Car Park is closed due to an emergency) for the Licensee to park private motor vehicles and motor cycles in the Parking Spaces for staff parking only at the Licensee's own risk for the Licence Period. The Licensee acknowledges that the Car Park is used by other users and third parties and the Licensee shall not enjoy exclusive possession or occupation of any specific parking spaces within the Car Park
- 2.2. the non-exclusive right of access (both vehicular and pedestrian) over the roads and paths serving the Parking Spaces for the purpose of gaining access to and from the Parking Spaces and the adopted highways serving the Car Park (save where the same are closed due to an emergency.)

The above rights being subject to:

When requested by the Licensor the Licensee providing the Licensor with the vehicle registration numbers to be registered on the ANPR system to monitor the number of cars at the Car Park

3. Obligations By The Licensee

The Licensee agrees with the Licensor that the Licensee will:

- 3.1. Pay the Licence Fee together with VAT by equal monthly payments in advance on the 1st of every month (Payment Day(s)) the Initial payment duly apportioned for the Licence Period from the date of this Licence up to the next following Payment Day to be made on the date hereof and if the Licensor so requires pay the Licence Fee and any VAT by banker's standing order direct debit or automated credit;
- 3.2. Comply with all reasonable regulations the Licensor makes for the use of the Car Park and the Parking Space notified to the Licensee in writing or apparent from signboards displayed at the Car Park;
- 3.3. Not obstruct free movement of traffic using the Car Park ;
- 3.4. If the Licence Fee or any other sum due under this Licence is unpaid for a period of more than 7 days pay to the Licensor on demand interest on the payment from and including the due date until payment and this provision applies whether the Licence Fee is formally demanded or not;
- 3.5. Not cause damage to mark or deposit rubbish on the Car Park and the Parking Spaces
- 3.6. Keep the Parking Spaces clean and tidy and clear up any spillages ;
- 3.7. Not bring any flammable or hazardous substances on to the Car Park or Parking Spaces or keep such substances in motor vehicles except in the fuel tank and engine of a vehicle;
- 3.8. Not do anything which makes void or voidable or increases the insurance premium of any Insurance policy affecting the Car Park
- 3.9. Not repair or maintain any vehicle in the Car Park or in the Car Parking Spaces except for emergency repairs to rectify a breakdown and (subject to that) remove immediately from the Car Park any broken down or abandoned vehicle;
- 3.10. Not knowingly do or allow to be done anything that may be or become a nuisance or annoyance or cause damage to the Car Park or the Parking Spaces or to the Licensor or any other person using the Car Park or the means of access to it or egress from it or the occupiers of adjoining property or the licencees of adjoining car parking spaces
- 3.11. Not allow any animal to be left in a parked vehicle by any person exercising the rights granted by this Licence;
- 3.12. Not do anything which is in breach of any Law and to comply with all applicable Laws;
- 3.13. Not allow any vehicles to be driven in the Car Park or on the roads serving the Car Park faster than any displayed maximum speed limit restrictions and ensure the requirements of all signs displayed are observed.
- 3.14. Indemnify the Licensor against all proper actions proceedings costs claims demands losses expenses and liabilities including Licensor's Expenses incurred charged or payable by the Licensor arising from a breach of the obligations of the Licensee in this Licence except to the extent the loss is recovered from the Licensor's insurers;
- 3.15. Pay any VAT chargeable on any payment due under or in connection with this Licence on the date that the payment or other consideration is due;
- 3.16. Not allow any motor car to remain stationary in the Car Park with the engine running.

- 3.17 Not directly cause any land, roads or pavements abutting or within the Car Park to be untidy or dirty
- 3.18 Not to display any signage placards notices or advertisements within the Car Park or on the Parking Spaces
- 3.19 Not make any alterations or additions to the Car Park or parking Spaces
- 3.20 To pay all Outgoings assessed in respect of the Parking Spaces
- 3.21 Not to use more than 10 Parking Spaces within the Car Park at any particular time

4. General

- 4.1. The Licensor may terminate this Licence immediately upon written notice if the Licensee materially breaches an obligation in this Licence and fails to remedy the breach (if it is capable of remedy) within 7 days of the Licensor requiring in writing the Licensee to do so or in the event of any act of insolvency occurring in relation to the Licensee.
- 4.2. Any termination of this Licence is without prejudice to any then accrued claims of either party against the other.
- 4.3. It is not the intention of the parties to this Licence to create a tenancy.
- 4.4. This licence is personal to the Licensee and the Licensee may not assign sub-licence or share occupation or part with the possession of its interest in this Licence.
- 4.5. The Licensor has no responsibility for security of vehicles at the Car Park and they are used at the Licensee's and relevant owners risk. The Licensor has no responsibility for policing the Parking Spaces.
- 4.6. The rules about serving notices in section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) apply to any notice given under this Licence and in addition any notice affecting a vehicle or its owner is validly served if affixed to the vehicle's windscreen.
- 4.7. So far as allowed by Law, the Licensor is not responsible for damage to persons or property at the Car Park.
- 4.8. It is not intended that any person shall be entitled to enforce any provisions of this Licence who would not have been so entitled but for enactment of the Contracts (Rights of Third Parties) Act 1999.
- 4.9. The Licensor has the right to allocate the same number of spaces to alternative locations elsewhere within the Car Park at any time on reasonable notice.
- 4.10. The Licensor shall be entitled to determine this Licence at any time by giving not less than one month's notice in writing to the Licensee and upon expiry of such notice this Licence shall cease and determine (subject to clause 4.2) and the Licensee shall vacate the Parking Spaces making good any damage.
- 4.11. If at any time during the Licence Period, the Licensor disposes of its interest in the Car Park to a third party;

- 4.11.1. The Licensor must give written notice to the Licensee as soon as reasonably practicable following such disposal; and
- 4.11.2. the Licensee may terminate this Licence at any time following receipt of such notification by giving the Licensor not less than 7 days written notice, incurring no additional costs or fees for doing so.
- 4.11.3. If the Licensee exercises its right under clause 4.11.2, the Licensor shall refund to the Licensee within 7 working days any Licence Fee paid in respect of the period from and including the date of termination to and including the day immediately prior to the next Payment Day.

5. Governing Law and Jurisdiction

- 5.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 5.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

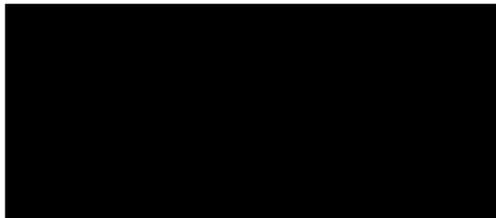
6. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

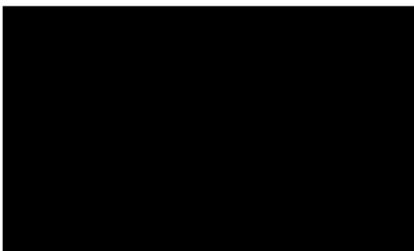
As witness the duly authorised signatories of the parties on the date set out at the beginning of this Licence

Signed by an authorised
person from
APHUT Limited

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Signed by an authorised
person from
The Secretary of State for the Home Department



Site Plan

