

DATED

10 December 2021

LICENCE TO OCCUPY

RELATING TO

LAND AND CAR PARKING SPACES AT SEASCALE CAR PARK, SEASCALE,
CUMBRIA

BETWEEN

SEASCALE PARISH COUNCIL

AND

SELLAFIELD LIMITED



VI3248247

THIS LICENCE is dated 10 December 2021

PARTIES

- (1) SEASCALE PARISH COUNCIL of [REDACTED] (Licensor).
- (2) SELLAFIELD LIMITED incorporated and registered in England and Wales with company number 01002607 whose registered office is at Hinton House, Birchwood Park Avenue, Risley, Warrington, WA3 6GR (Licensee).

RECITAL

The Licensee has occupied the Property under the terms of a licence between the Licensor and Licensee dated 29 March 2018 (and subject to extensions). The parties wish to enter into a new, longer term, licence to reduce the administrative burden.

For the avoidance of doubt the licence between the Licensor and Licensee dated 29 March 2018 shall terminate on the License Fee Commencement Date and any further occupation of the Property by the Licensee shall be under the terms of this Licence.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Common Area: such roads, paths, entrance halls, corridors and other means of access on the Licensor's adjacent land or property the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Licence Fee: the amount of [REDACTED] per six months, and for the final payment during the term, a pro-rated sum.

Licence Fee Commencement Date: 2/4/2021

Licence Period: the period from and including 2/4/2021 until the date on which this licence is determined in accordance with clause 4.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: the use of the Property for car parking on Monday – Friday (inclusive) of each week.

Plan: the plan attached to this licence marked "Plan".

Property: the land and 45 car parking spaces at Seascale Park, Seascale, Cumbria, CA20 1PZ as more particularly shown edged red on the Plan to this licence.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to prevent such act or thing being done by a third party.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence; references to paragraphs are to paragraphs of the relevant Schedule.

- 1.12 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights described in the Schedule at Part 1.

- 2.2 The Licensee acknowledges that:

- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;
- (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property
- (c) the Licensor agrees not to use the Property for the parking of cars or other vehicles; and
- (d) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee, its employees and its contractors.

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay to the Licensor the Licence Fee (which includes costs for the use of electricity, rates and taxes) (due within 30 days of presentation of a valid invoice from the Licensor to the Licensee) payable without any deduction on the date of this Licence and, providing the Licence has not been terminated in accordance with clause 4, at six month intervals ;
- (b) not to use the Property other than for the Permitted Use;
- (c) not to make any alteration or addition whatsoever to the Property;
- (d) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed;
- (e) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;

- (f) not to cause or permit to be caused any damage to:
 - (i) the Property or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Property or any neighbouring property;
- (g) not to obstruct the Common Area, make it dirty or untidy or leave any rubbish on it;
- (h) not to apply for any planning permission in respect of the Property;
- (i) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property from time to time;
- (j) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Area; and

4. TERMINATION

- 4.1 The licence to occupy granted by this agreement shall end on the earliest of:
- (a) 2nd October 2024 ; or
 - (b) on giving the Licensor not less than 3 months' notice in writing; or
 - (c) the expiry of any notice given by the Licensor to the Licensee at any time of any material breach by the Licensee of any of the Licensee's obligations contained in clause 3. Provided that the Licensor shall not be entitled to take any action in respect of non-payment of the Licence Fee within 30 days of presentation of a valid invoice to the Licensee.
- 4.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this agreement.

5. NOTICES

- 5.1 Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:
- (a) to the Licensor at: [REDACTED]
[REDACTED]
 - (b) to the Licensee at: **FAO Head of Property, West Cumbria House,
Lillyhall Business Park, Workington, CA14 4HB,**

or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

5.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

5.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

6. LICENSOR'S OBLIGATIONS

The Licensor agrees and undertakes to distinctively mark 45 car parking bays at the Property and provide the Licensee with 45 parking permits at the commencement of this Licence.

7. COSTS

The Licensee and the Licensor shall each pay their own legal or other costs, fees, charges and expenses in relation to the negotiation and completion of this licence.

8. LIMITATION OF LIABILITY

Either party's maximum aggregate liability under this agreement shall be capped at the amount of the License Fee paid by the Licensee to the Licensor in the 12 months prior to the event giving rise to the liability.

9. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

10. GOVERNING LAW AND JURISDICTION

This licence 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.

This licence has been entered into on the date stated at the beginning of it.

SCHEDULE

PART 1

LICENSEE RIGHTS ASSOCIATED WITH THE PROPERTY

1. The right for the Licensee to use such parts of the Common Areas for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.

SCHEDULE

PART 2

PLAN



Signed
For and on behalf of **SEASCALE
PARISH COUNCIL**

[Redacted]
[Position
PARISH Clerk]

Signed
for and on behalf of **SELLAFIELD
LIMITED**

[Redacted]
Director