



# LULWORTH

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**DATED**

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**LICENCE**

Between

WELD ENTERPRISES LTD

**LICENSOR**

and

**[REGISTERED COMPANY NAME]**

**LICENSEE**

THIS LICENCE is dated **[DO NOT DATE]**

## **PARTIES**

- (1) WELD ENTERPRISES LTD incorporated and registered in England and Wales with company number 843286 whose registered office is at The Estate Office, Lulworth Castle, Wareham, Dorset, BH20 5QS (**Licensor**).
- (2) **[REGISTERED COMPANY NAME]** incorporated and registered in England and Wales with company number **[INSERT NUMBER]** whose registered office is at **[INSERT ADDRESS]**(**Licensee**).

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this licence.

#### **1.1 Definitions:**

**Accessway:** the roads and paths on the Lulworth Estate that are public rights of way or by way of consent from the Lulworth Estate open to public access.

**Ancillary Rights:** the following ancillary rights so far as necessary to exercise the Activity Rights and not for any other purpose:

- (a) the right to enter on and pass over the Accessway with or without vehicles, provided that vehicles are confined to the Parking Area only; and
- (b) the right to use the Parking Area for parking vehicles, provided that parked vehicles are confined to the Parking Area only and a valid commercial parking ticket is displayed at all times.
- (c) Ancillary Rights (a) and (b) above are granted to the following vehicles with registration numbers:  
**[NUMBER PLATE]**  
**[NUMBER PLATE]**  
**[NUMBER PLATE]**
- (d) For the avoidance of doubt, the Licence Fee does not include consideration for the use of car parking space within the Parking Area, either a Standard Parking Ticket or a Commercial Parking Ticket will need to be displayed at all times to avoid a Parking Charge Notice.

**ACTIVITY AREA:** the areas on the Lulworth Estate that are open without charge to general public access.

**Activity Rights:** the right to undertake **[DESCRIPTION OF BUSINESS ACTIVITY]** on the Activity Area for quiet non-adventurous enjoyment only.

**Commercial Parking Ticket:** a ticket that is available for purchase from the Licensor for a period and at a tariff as agreed between the Licensor and the Licensee, consent granted by the Licensor at its complete discretion.

**Designated Hours:** the hours of 9.00am to 5.00pm Monday through Friday and the hours of 10.00am to 5.00pm Saturday, Sunday or such other hours or days as the Licensor in its absolute discretion may determine on notice to the Licensee.

**Licence Fee:** the amount of [CONSIDERATION].

**Licence Period:** the period from the 1<sup>st</sup> January 2018 to 31<sup>st</sup> December 2018 until the date on which this licence is determined in accordance with clause 5.

**Parking Area:** the: Lulworth Cove, Durdle Door and Lulworth Castle car parks.

**Parking Charge Notice:** the charge that is payable by the Licensee to the Licensor if a valid Standard Parking Ticket or Commercial Parking Ticket is not viewable when using the Parking Area.

**Standard Parking Ticket:** a ticket that is available from the car park machines within the Parking Area that permit the parking of vehicles on the payment of a tariff, the maximum period of stay offered is one day.

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

- 1.2 Clause headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all byelaws, orders, notices, codes of practice and guidance made under it.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all byelaws, orders, notices, codes of practice and guidance made from time to time under them.

- 1.8 Any obligation on the Licensee not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 A reference to **writing** or **written** excludes e-mail.
- 1.10 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.11 Unless the context otherwise requires, a reference to the **Activity Rights** or **Ancillary Rights, Activity Area, Parking Area** or **Accessway** is to the whole and any part of them.
- 1.12 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.

## **2. ACTIVITY LICENCE**

- 2.1 Subject to clause 4 and clause 5, the Licensor permits the Licensee to exercise the Activity Rights in the Activity Area for the Licence Period during the Designated Hours in common with the Licensor, the general public and all others authorised by the Licensor, together with the Ancillary Rights.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall exercise the Activity Rights and the Ancillary Rights as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
  - (b) the Licensee shall exercise the Activity Rights and the Ancillary Rights as a licensee and not as of right;
  - (c) this licence is personal to the Licensee and is not assignable and the rights given in clause 2.1 and clause 3.1 may only be exercised by the Licensee; and
  - (d) the Licensor retains control, possession and management of the Activity Rights, the Activity Areas, Parking Area and Accessway and the Licensee has no right to exclude the Licensor from exercising or using any of them.

## **3. ANCILLARY RIGHTS**

- 3.1 The Licensor permits the Licensee to exercise the Ancillary Rights.
- 3.2 The Ancillary Rights are granted in common with the Licensor, THE GENERAL PUBLIC and all others authorised by the Licensor.

#### **4. LICENSEE'S OBLIGATIONS**

The Licensee agrees and undertakes:

- 4.1 To pay to the Licensor on completion of this licence the Licence Fee, payable without any deduction together with such VAT as may be payable on the Licence Fee.
  
- 4.2 To exercise the Activity Rights:
  - (a) safely and in a proper professional manner;
  - (b) in accordance with all laws and byelaws in force from time to time;
  - (c) without prejudice to the general obligation in clause 4.2(b):
    - (i) not using any adventurous activity equipment such as kayaks, paddle boards, or coasteering equipment, or aerial photography drones or equipment as auxilliary to them; and
    - (ii) not causing any pollution;
  - (d) Only accompanied by dogs if they are kept under control and on a lead
  - (e) in accordance with the reasonable requirements of the Licensor notified to the Licensee from time to time;
  - (f) only during the Designated Hours and at no other times;
  
- 4.3 Not to exercise the Ancillary Rights other than so far as is necessary to exercise the Activity Rights.
  
- 4.4 Not to allow any other person to exercise the Activity Rights or the Ancillary Rights.
  
- 4.5 Not to exercise the Activity Rights or Ancillary Rights in any way that interferes with the concurrent rights of the Licensor or any persons authorised by the Licensor.
  
- 4.6 Not to obstruct the Activity Area or any access to or over them, and not to obstruct the Accessway, or Parking Area, and not in any other way to interfere with the use of any of them by the Licensor or by any persons authorised by the Licensor or by any persons acting under any lawful authority including any persons exercising private or public rights of way.
  
- 4.7 Not to do or permit to be done on or in Activity Area (or anywhere on the Licensor's land) anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor, its tenants, visitors, occupiers or licensees or to any owner or occupier of neighbouring property.

- 4.8 Not to undertake any adventurous activities including coasteering, kayaking, paddleboarding, paragliding.
- 4.9 To prevent any damage to:
- (a) the Activity Area, Parking Area or any other land, buildings or other property of the Licensor, its tenants, occupiers or licensees;
  - (b) any neighbouring land, buildings or other property; or
  - (c) any trees, hedges, bushes or other plants on the Activity Area or on any other part of the Licensor's land and shall not without the Licensor's prior written consent cut, lop, remove or fell any of them.
- 4.10 Should any damage be caused by the Licensee or any person under its control, to immediately report any such damage to the Licensor and pay full compensation for any loss suffered in respect of any such damage.
- 4.11 To keep the Activity Area and Parking Area tidy and clear of rubbish as far as is practicable and not to deposit any waste, rubbish, or other material on them or in the Activity Area or on any other part of the Licensor's land or neighbouring land.
- 4.12 Not to make any alteration or addition whatsoever to the Activity Area or Parking Area.
- 4.13 Not to display any advertisement, signs or notices on the Activity Area or Parking Area.
- 4.14 Not to transact any payments to clients or members of the general public whilst on the Lulworth Estate.
- 4.15 To immediately notify the Licensor of any persons that the Licensor reasonably believes to be trespassing on the Activity Area or to be carrying out any adventurous activity without the Licensor's authority.
- 4.16 To maintain insurance in respect of all liability, including public liability insurance, in relation to the exercise of the Activity Rights and Ancillary Rights, with an insurance company approved by the Licensor to provide cover in respect of each and every claim of not less than five million pounds or such higher sum as the Licensor may from time to time direct in writing, and to show the Licensor the policy on demand.
- 4.17 The Licensee confirms that insurance in respect of all liability, including public liability insurance, in relation to the exercise of the Activity Rights and Ancillary Rights is provided by **[NAME OF INSURER]** under the Policy Number:**[POLICY NUMBER]**.

- 4.18 To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- (a) this licence;
  - (b) any breach of the Licensee's undertakings contained in clause 4; and/or
  - (c) the exercise of any rights given in clause 2 or clause 3.
- 4.19 To be responsible for the preparation of risk assessments to cover health, safety and fire regulations for the Activity Rights.
- 4.20 At the end of the Licence Period to leave the Activity Area and Parking Area as far as is practicable clear of rubbish and to remove all personal property from them. If any property is not removed at the end of the Licence Period, the Licensor may dispose of it in any manner that it deems fit without incurring any liability whatsoever to the Licensee.

## **5. TERMINATION**

- 5.1 This licence shall end on the earliest of:
- (a) 31<sup>st</sup> December 2018; or
  - (b) the Licensor giving notice to the Licensee to terminate this licence with immediate effect if the Licensee breaches any of the obligations contained in clause 4.
  - (c) The Licensor giving notice verbal or written to terminate this licence with immediate effect for any reason.
- 5.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

## **6. NOTICES**

Any notice from the Licensee given under this licence must be in writing and must be given in accordance with section 196 of the Law of Property Act 1925 as if such notice were required to be given under that Act.

## **7. NO WARRANTY OF CONDITION**

- 7.1 The Licensor gives no warranty that the Activity Area, Parking Area or Accessway are in a safe condition and fit for the uses specified in clause 2 or clause 3.
- 7.2 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently)

that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7.1.

7.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **8. LIMITATION OF LICENSOR'S LIABILITY**

8.1 Subject to clause 8.2, the Licensor is not liable for:

- (a) the death of, or injury to, the Licensee or any person under its control;
- (b) any damage to any property of the Licensee or any person under its control;
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any person under its control in the exercise or purported exercise of the rights granted by clause 2 or clause 3; or
- (d) any loss or damage suffered by the Licensee or any person under its control as a result of any cause beyond the Licensor's control that prevents the Licensee from exercising the rights granted by clause 2 or clause 3.

8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **9. THIRD PARTY RIGHTS**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **10. GOVERNING LAW**

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 and Wales.

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

Signed by James Weld  
for and on behalf of  
Weld Enterprises Ltd  
(as Licensor)

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Signed by **[NAME OF SIGNOR]**  
for and on behalf of  
**[COMPANY NAME]**  
(as Licensee)

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**Licence Notes**

- 1) Please complete in block capitals and black pen the fields left blank within the square brackets.
- 2) Please do not date the agreement; this will be completed when countersigned on behalf of Weld Enterprises Ltd.