

DATED

LICENCE

relating to

Land at Watling Community Centre, 145 Orange Hill Road, Edgware HA8 0TR

between

Watling Community Association

and

Secretary of State for Housing Communities and Local Government



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

1.1 Definitions:

Building: all that building known as Watling Community Centre, 145 Orange Hill Road, Edgware HA8 0TR.

Common Parts: the roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property.

Crown Body means any Secretary of State or Minister of the Crown, any department, commission or agency of the government of the United Kingdom of Great Britain and Northern Ireland or any devolved body, body, person, commission or agency carrying out the functions of the Crown or any government sponsored body or any local or central government office or department or body carrying out any function of government whether local or central.

Licence Fee: a peppercorn per annum if demanded.

Licence Period: a period of 12 calendar months, from and including 28 September 2020.

Licensor's Property: means each and every part of the Building and the adjoining and neighbouring property in which the Licensor has an interest known as Land at Watling Community Centre, 145 Orange Hill, Edgware, HA8 0TR registered at HM Land Registry with title number AGL278816.

Minimum Licence Period Date: means the date 3 calendar months from and including 28 September 2020.

Necessary Consents: all planning permissions and other consents, licences, permissions, authorisations and approvals required by any competent authority in respect of the relevant Rights or alterations.

Permitted Use: use as a medical testing and/or vaccination centre with associated car parking

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

Property: the part of the Building shown edged red on the Plan.

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding corporation tax income tax or any taxes payable by the Licensor in connection with any dealing with or disposition of the reversion to this agreement

Schedule of Condition: the video schedule of condition agreed between the parties that can be viewed at the following link:

<https://drive.google.com/drive/folders/1URhgsLcg8CkHqsR5bZG3WbOsMup4LGGq?usp=sharing>

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

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this agreement in the title to the Licensor's Property.

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

- 1.2 A reference to this **agreement**, except a reference to the date of this agreement or to the making of this agreement, is a reference to this agreement and any a, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Licensor** includes a reference to the person entitled to the immediate reversion to this agreement. A reference to the **Licensee** includes a reference to its successors in title.
- 1.4 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.5 A reference to the **licence period** is to the Licence Period
- 1.6 A reference to the **end of the licence period** is to the end of the Licence Period however it ends.
- 1.7 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.
- 1.8 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 them and all orders, notices, codes of practice and guidance made under them.

- 1.9 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 orders, notices, codes of practice and guidance made under them.
- 1.10 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.
- 1.11 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.
- 1.12 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 A reference to **writing** and **written** excludes fax and email.
- 1.14 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.18 Unless expressly provided otherwise, the obligations and liabilities of the parties under this agreement are joint and several.
- 1.19 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Licensor.

2. Licence

- 2.1 The Licensor grants a licence to use the Property to the Licensee for the Licence Period subject to the reservation in clause 4.
- 2.2 The licence is made together with the ancillary rights set out in clause 3 subject to the Third Party Rights.
- 2.3 The licence is made with the Licensee paying the following to the Licensor:

- (a) the Licence Fee if demanded; and
- (b) all other sums due under this agreement.

3. Ancillary rights

3.1 The Licensor licences the Licensee the following rights (the **Rights**):

- (a) the right to use and connect into any Service Media that belong to the Licensor and serve the Property;
- (b) the right to pass and repass over and along the Common Parts with or without, plant and machinery for all purposes in connection with the Permitted Use, together with the right so far as reasonably necessary in connection with the Permitted Use to temporarily obstruct or restrict access to the Common Parts including putting in place one way systems or other temporary access control measures to minimise contact between users of the Property;
- (c) The right to erect and display directional and other signage on the Common Parts as reasonably necessary in connection with the Permitted Use or which the Licensee is by law obliged to display;
- (d) the right to park vehicles on any designated parking area within the Licensor's Property for the use of the Licensee's staff, contractors or visitors.

3.2 The Rights are licensed in common with the Licensor and any other person authorised by the Licensor.

3.3 The Licensee shall exercise the Rights in accordance with this agreement and only in connection with the Licensee's use of the Property for the Permitted Use but not for any other purpose.

3.4 The Licensee shall comply with all laws relating to the Rights and shall obtain any Necessary Consents required in connection with those rights.

3.5 Except as mentioned in this clause 3, neither the making of this agreement nor anything in it confers any right over the Building or the Licensor's Property nor any other neighbouring property nor is to be taken to show that the Licensee may have any right over any part of the Building or the Licensor's Property or any neighbouring property.

4. Reservations

4.1 Without prejudice to the nature of this agreement the Licensor reserves the right for its servants agents workmen or contractors to enter onto the Property to undertake inspections and to carry out works to the Building or the Licensor's Property where these cannot reasonably be carried on from the Building or the Licensor's Property alone however such entry is strictly subject to:-

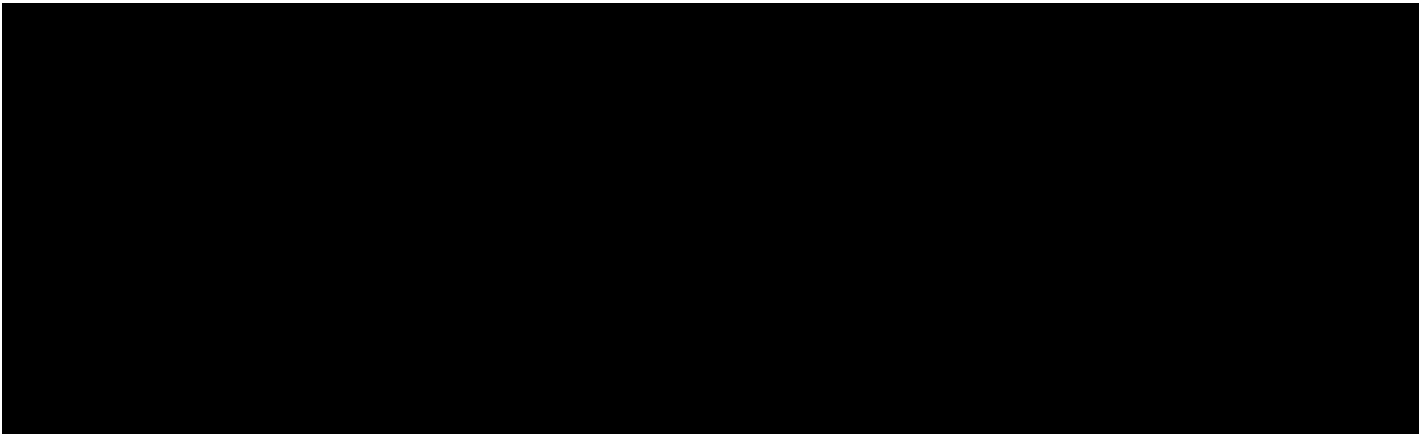
- (a) The Licenser having given the Licensee not less than 48 hours' notice (except in an emergency);
- (b) The Licenser its servants agents workmen or contractors exercising such rights of entry agreeing to comply with all directions of the Licensee required for the safe proper or efficient operation of the Property; and
- (c) The Licenser making good any damage caused to the Property by its entry or the exercise of its rights

5. Third Party Rights

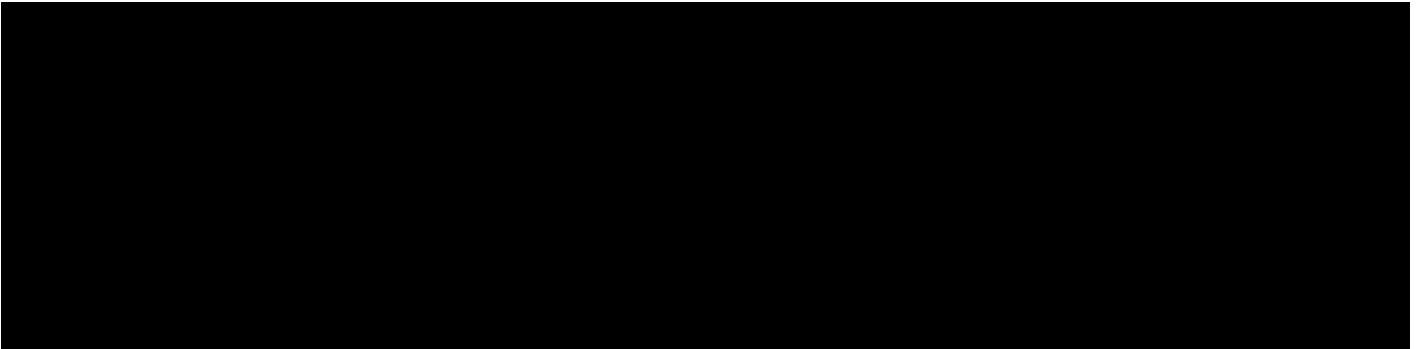
5.1 The Licensee shall comply with all obligations on the Licenser relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this agreement) that may interfere with any Third Party Rights.

5.2 The Licensee shall allow the Licenser and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

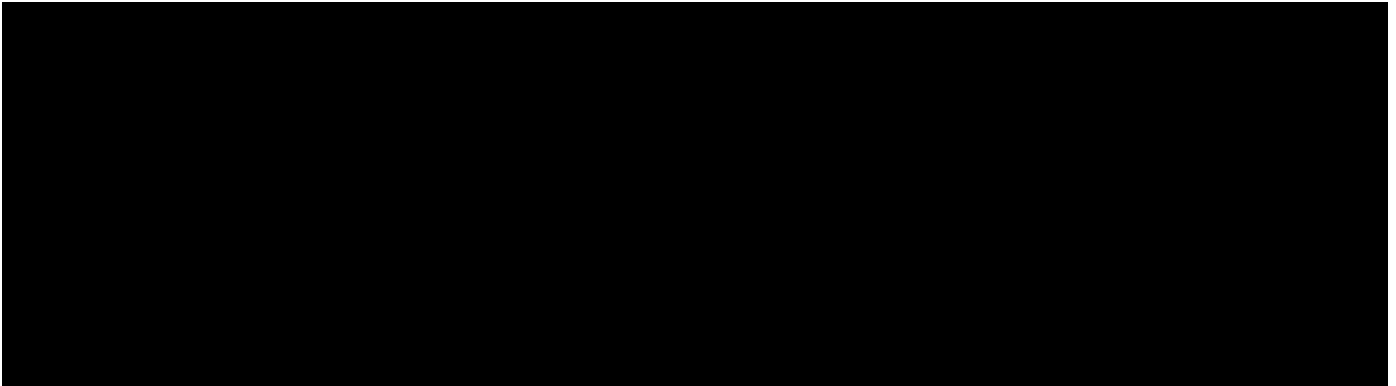
6. Licence Fee and other payments



7. Common items and Rates and Taxes



8. VAT



9. Security

- 9.1 The Licensee will manage security of the Property and will be responsible for the security of anything on the Property
- 9.2 The Licensee will use reasonable endeavours to ensure that any security it undertakes on the Property is integrated with and does not conflict with any existing security arrangements for the Building or the Licensor's Property

10. Use, repairs and alterations

- 10.1 The Licensee shall not use the Property for any purpose other than the Permitted Use.
- 10.2 The Licensee shall not use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Licensor, any other Licensees of the Licensor or any other owner or occupier of neighbouring property PROVIDED THAT this shall not prevent the Licensee from using the Property for the Permitted Use.
- 10.3 The Licensee shall keep the Property clean, tidy and clear of rubbish during the Licence Period
- 10.4 At the end of the Licence Period the Licensee shall:
 - (a) leave the Property, clean, tidy and clear of rubbish and cleaned in accordance with the NHS cleaning standards and C19 guidance for infection prevention and control in healthcare settings as varied from time to time; and
 - (b) reinstate the Property to no less than the standard reflected in the Schedule of Condition PROVIDED THAT the Licensee shall not be required during the licence period or at the end of the Licence Period to make good any damage caused by a risk against which a prudent property owner would have insurance.

- 10.5 The Licensee may without the consent of the Licensors make any alteration or addition to the Property reasonably necessary for the Permitted Use subject to the Licensee obtaining any Necessary Consents and PROVIDED THAT the Licensee shall, at its own cost, remove the Licensee's alterations at the end of the licence period and reinstate the Property to the condition it was in at the date of this agreement, making good any damage caused to the Property by that removal

11. Compensation on vacating

Any right of the Licensee or anyone deriving title under the Licensee to claim compensation from the Licensors on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

12. Compliance with laws

- 12.1 The Licensee shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Licensee;
- (b) the use of all Service Media at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

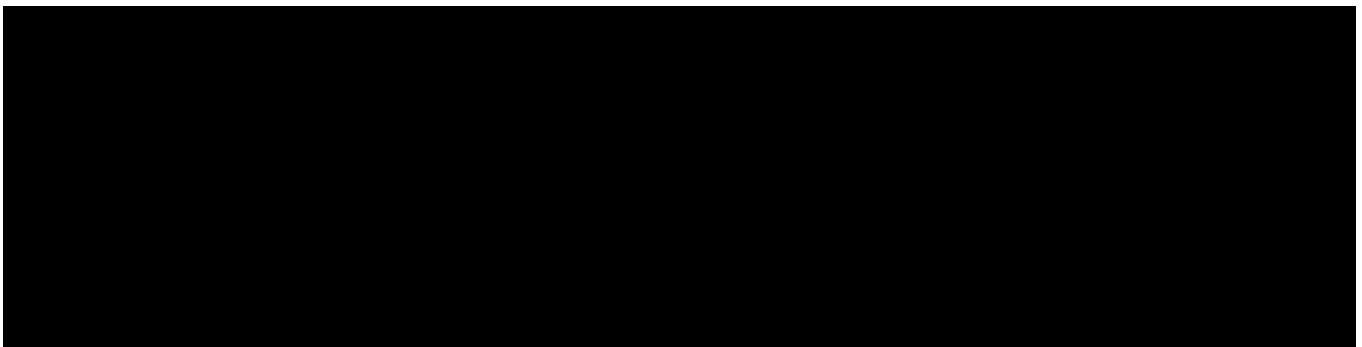
PROVIDED THAT nothing in this clause 12.1 shall oblige the Licensee to comply with any laws to the extent in law or otherwise it is not obliged to do so

- 12.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Licensors' interest in the Property (and whether or not served pursuant to any law), the Licensee shall:

- (a) inform the Licensors and allow the Licensors to copy the relevant document; and
- (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Licensors may reasonably require.

PROVIDED THAT the Licensee is not obliged to disclose inter-governmental communications to the Licensors even if they affect the Property

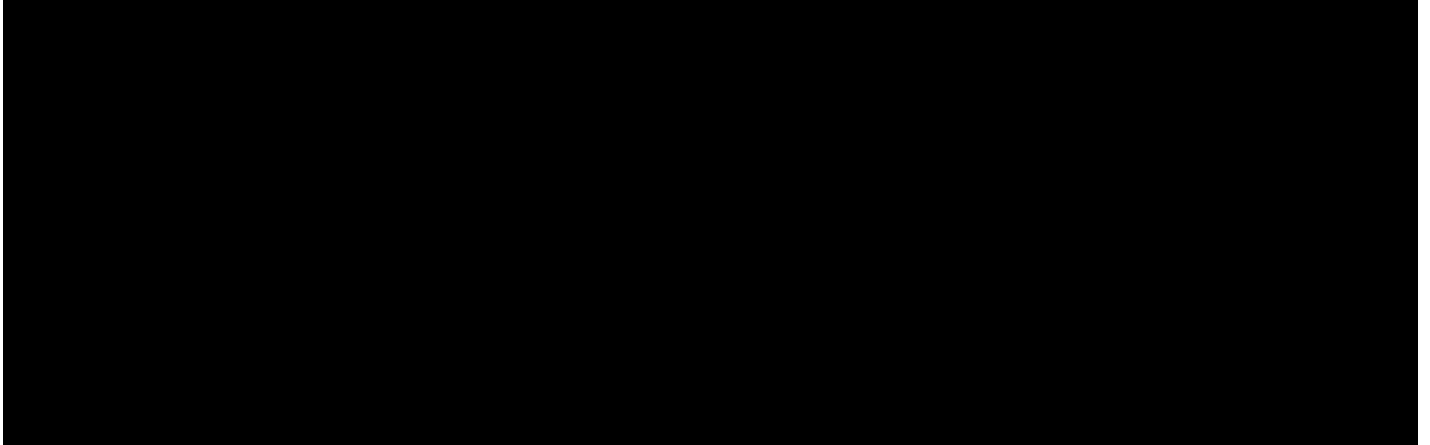
13. Prohibition of dealings



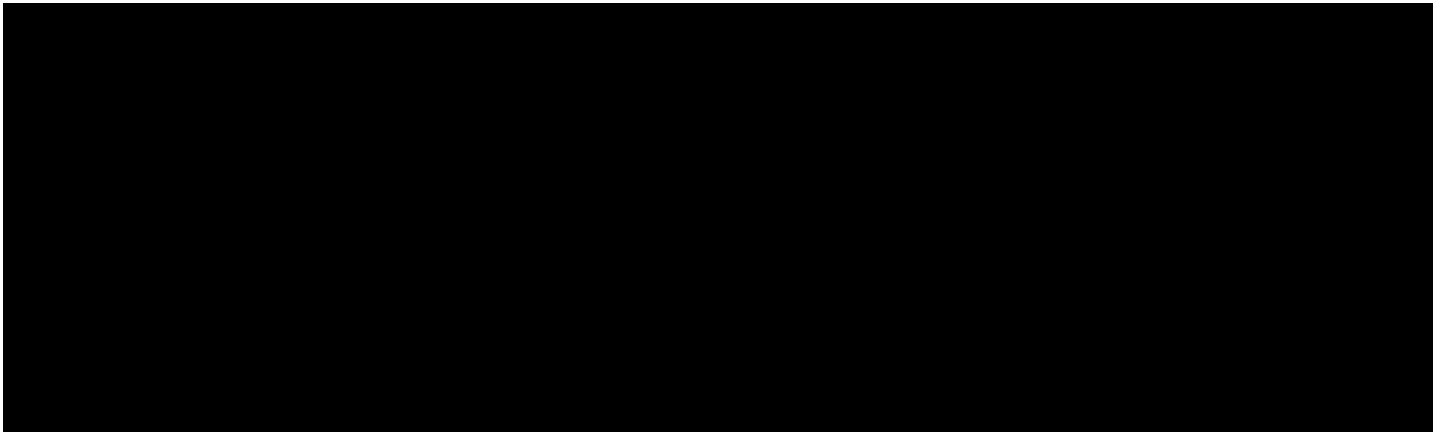
14. Returning the Property to the Licensor

- 14.1 At the end of the Licence Period, the Licensee shall return the Property to the Licensor in the repair and condition required by this agreement and remove from the Property all chattels belonging to or used by the Licensee.

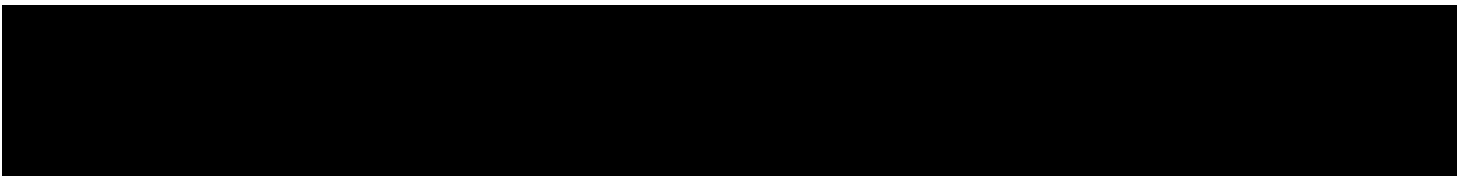
15. Indemnity



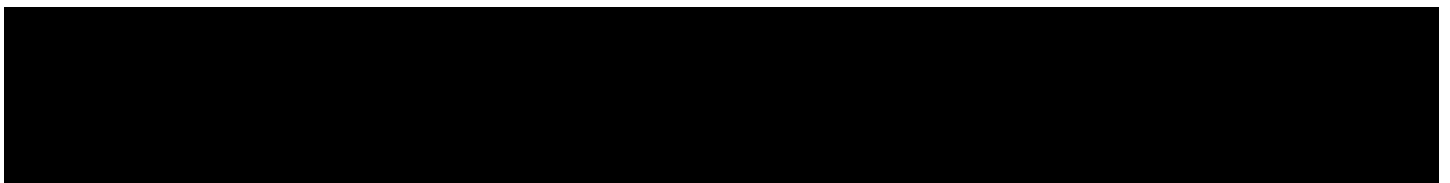
16. Right to Determine

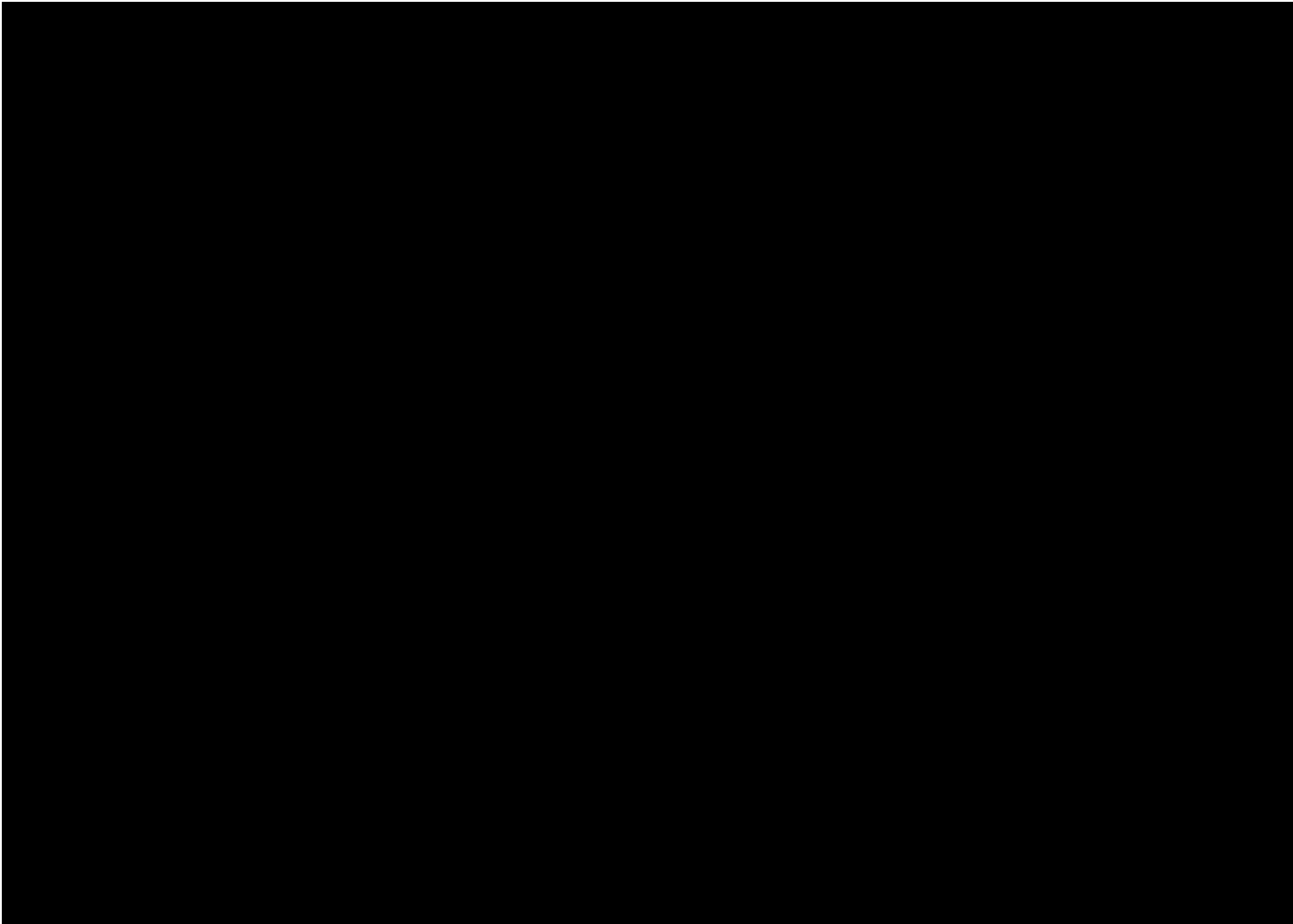


17. Entire agreement

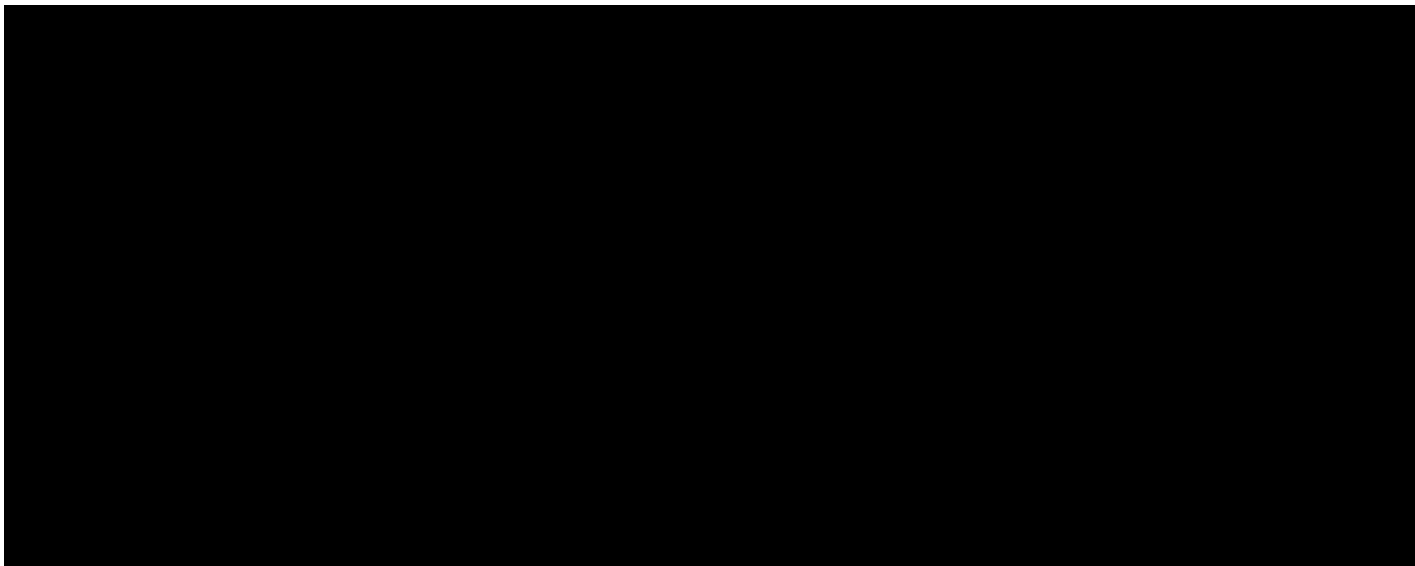


18. Notices, consents and approvals





19. EXCLUSION OF SECTIONS 24 TO 28 OF THE LTA 1954



20. Rights of third parties

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

21. Governing law

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.

22. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by: [REDACTED] (Centre Manager)

For and on behalf of the Licensor

Signed by:

For and on behalf of the Licensee