


LICENCE TO INSTALL AND USE WORKS



PARTICULARS



Date of the Licence	15 th June 2015
Licensor	The Crown Estate Commissioners on behalf of The Queen's Most Excellent Majesty acting in exercise of the powers of the Crown Estate Act 1961
Licensee	Uphill Boat Services Ltd, Uphill Wharf, Weston Super Mare, BS23 4XR
Authorised Position	Moorings on the foreshore below MHW in Uphill Pill, to be determined by Uphill Boat Services Ltd
Commencement Date	1 st July 2015
Licence Fee	 No review.
Payment Date	On completion of this licence and every anniversary of that date while this Licence continues.
Permitted Purpose	For the mooring of craft by customers of Uphill Boat Services Ltd
Rights	The right to use Uphill Pill, for the purpose of 7 moorings
Works	N/A
Term	1 st July 2015 to 30 th June 2020
Notice Period	6 months

The Licensor gives permission to the Licensee to exercise the Rights in accordance with and subject to the Conditions

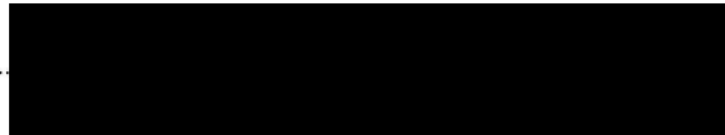
The Licensee accepts this Licence and agrees to comply with the Conditions

Signed by
for and on behalf of
the Licensor

Michael Barry, Knight Frank LLP

Signed by the Licensee

[Signature]



Conditions

1 Commencement and Duration

- 1.1 This Licence will commence on the Commencement Date and will continue until terminated by the Licensor or the Licensee under this Condition 1 or under Condition 13.
- 1.2 Either the Licensor or the Licensee may terminate this Licence at any time by giving prior written notice to the other. The length of the notice given must be at least the length of the Notice Period.
- 1.3 If this Licence is terminated by the Licensor under this Condition 1 then the Licensor shall refund to the Licensee any Licence Fee which has been paid by the Licensee in respect of any period which is after the date of termination.

2 Licence Fee

- 2.1 The Licensee must pay the Licence Fee to the Licensor every year (while this Licence continues) by a single payment in advance on each Payment Date.
- 2.2 If the Commencement Date is before the first Payment Date then on the Date of this Licence the Licensee must also pay to the Licensor the Licence Fee for the period from the Commencement Date up to the first Payment Date.

3 Interest

- 3.1 The Licensor may charge the Licensee interest on any Licence Fee or other sum payable under this Licence which is not paid within 28 days after the date it is due to be paid. The interest will be calculated at the rate of 3% per annum above the base lending rate from time to time of Barclays Bank plc (or any equivalent rate the Licensor reasonably specifies) and charged for the period from the date the sum became due up to the date it is paid.

4 Outgoings

- 4.1 The Licensee must pay all present and future rates, dues, assessments and outgoings payable in respect of the Works and the exercise of the Rights.

5 VAT

- 5.1 The Licence Fee and any other sum payable by the Licensee under this Licence is exclusive of Value Added Tax. VAT is not chargeable at present but may be charged in future if the policy on VAT changes.

6 Works

- 6.1 The Licensee must not carry out any works or install any equipment or structures upon the Authorised Position other than the Works and must not make any alterations or additions to the Works (without first obtaining the licensor's written consent).
- 6.2 The Licensee must not cause any damage to the foreshore, seabed, riverbed or environment in the exercise of the Rights (except in so far as is reasonably necessary to install the Works).
- 6.3 Upon request of the Licensor, on termination of this Licence the Licensee must remove the moorings and restore the Authorised Position (and any adjoining foreshore, seabed or riverbed affected by the removal of the Works) to the Licensor's reasonable satisfaction. If the Licensee fails to comply with this requirement, the Licensor may at any time after termination of this Licence (having given, except in cases of emergency, at least one month's notice of its intention to do so to the Licensee) carry out the works of removal and restoration itself and may destroy remove and/or dispose of the Works as it sees fit. The Licensee must pay to the Licensor on demand the reasonable costs incurred by the Licensor in so doing.

7 Use

- 7.1 The Licensee must not use the Works for any purpose other than the Permitted Purpose.
- 7.2 The Licensee must not use the Works in a way which in the reasonable opinion of the Licensor may be or become a nuisance or damage to the Licensor or the owners occupiers or users of adjoining or neighbouring property.
- 7.3 The Licensee must operate within the terms of the Constitution provided.

8 Licensor's Rights of Control

- 8.1 The Licensor retains all rights of possession and control of the Authorised Position and the Licensee must not in any way impede the Licensor and persons authorised by it in the exercise of these rights except insofar as is necessary for the exercise of the Rights in accordance with these Conditions.

9 Statutory Requirements

- 9.1 Before exercising the Rights the Licensee must obtain all necessary consents required from any government department or agency local authority or other public or competent authority for the exercise of the Rights.
- 9.2 The Licensee must comply in all respects with the provisions of any statute or byelaw and the requirements of any government department or agency, local authority or other public or competent authority that may be applicable to the Works or the exercise of the Rights.

10 Liabilities

- 10.1 The Licensee will be liable to the Licensor and will reimburse the Licensor for the reasonable costs and expenses incurred by the Licensor and any damages which the Licensor becomes liable to pay in connection with the Works, the exercise of the Rights or any breach by the Licensee of these Conditions. The Licensee will not be liable for such costs expenses and damages to the extent that they are incurred due to the fault of the Licensor or its employees agents or contractors.

11 Additional Obligations

- 11.1 The obligations in this Condition 11 only apply where stated to apply in the Particulars.
- 11.2 The Licensee must not use the Works except for mooring such vessel or vessels as are approved in writing by the Licensor.
- 11.3 The Licensee must not allow any leakage or escape of effluent from the Works except at the proper point of discharge.

12 Transfer of Licence

- 12.1 This Licence is personal to the Licensee and is not capable of being transferred to a third party.

13 Termination

- 13.1 The Licensor may terminate this Licence at any time with immediate effect by giving written notice to the Licensee if:
 - 13.1.1 the Licence Fee or any part of it remains unpaid for more than 21 days after the Licensor has given written notice to the Licensee (referring to this Condition 13) that it is due; or
 - 13.1.2 the Licensee commits a material breach of any of these Conditions and either the breach is incapable of remedy or it is capable of remedy and the Licensor has given written notice to the Licensee (referring to this Condition 13) of the breach requiring it

to be remedied within a reasonable time (specified in the notice) and the Licensee has failed so to do.

13.2 The Licensee may terminate this Licence at any time with immediate effect by giving written notice to the Licensor if the Licensor commits a material breach of these Conditions and either the breach is incapable of remedy or it is capable of remedy and the Licensee has given written notice to the Licensor (referring to this Condition 13) of the breach requiring it to be remedied within a reasonable time (specified in the notice) and the Licensor failed so to do.

13.3 After termination under Condition 1 or this Condition 13 the Licensee shall remain liable to the Licensor for any breach of these Conditions by the Licensee occurring prior to the date of termination and for the continuing obligations of the Licensee under Conditions 6.3 and 10.

14 **Miscellaneous**

14.1 In this Licence:

14.1.1 "Conditions" means these Conditions and "Particulars" means the section so headed at the beginning of this Licence;

14.1.2 words and expressions in the left hand column of the Particulars have the meaning given in the right hand column of the Particulars;

14.1.3 any obligation on the Licensee not to do something (or to that effect) includes an obligation not to authorise or allow another person to contravene that obligation;

14.1.4 where the Licensee comprises more than one person the obligations and liabilities of the Licensee shall be joint and several obligations and liabilities of those persons;

14.1.5 the singular includes the plural and vice versa and words importing any gender include every gender;

14.1.6 "person" includes corporate bodies; and

14.1.7 the headings are for reference only and shall not affect the construction or interpretation of these Conditions.

14.2 Any notice to be given to the Licensee under these Conditions shall be valid if sent to the address given in the Particulars or a substitute address notified by the Licensee to the Licensor in writing. Any notice to be given to the Licensor under these Conditions shall be valid if sent to The Crown Estate, c/o Knight Frank, 1st floor, Regent House, 27a Regent Street, Clifton, Bristol BS8 4HR (ref MB) or a substitute address notified by the Licensor to the Licensee.

14.3 This permission is given subject to the public rights of navigation and fishing.

14.4 A person who is not a party to this Licence does not have a right to enforce any of its terms.