

**Colin Broughton**

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**From:** Rupert Thompson [rupert.thompson@talktalk.net]  
**Sent:** 14 February 2012 19:19  
**To:** 'Claire Barnes'  
**Cc:** 'D'Olley, Christopher'; Annette Thomas; Colin Broughton  
**Subject:** FW: 001821ACT - Licence to Hungerford Town Council  
**Attachments:** 43501 - draft licence - 31.01.12.doc

Claire,

This is the draft licence that Annette Thomas produced. Once Chris has got confirmation of the arrangements discussed with Leadbitters this afternoon can he drop it into the schedule and then our solicitor can review the document and ensure it is OK and get it to WBC (Colin Broughton and Annette Thomas), for their approval.

In so far as it is possible, can all parties move this along at reasonable pace so we do not delay Leadbitters.

Our solicitor obviously needs to draft a similar licence as between Hungerford Town Council and Leadbitters but should not be difficult given this template. We will need to add some more specific detail on payment terms etc and again move with due speed.

Regards  
Rupert

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**From:** Hannah Stanley [mailto:HStanley@westberks.gov.uk]  
**Sent:** 03 February 2012 09:53  
**To:** rupert.thompson@talktalk.net  
**Cc:** Annette Thomas; Colin Broughton  
**Subject:** 001821ACT - Licence to Hungerford Town Council

**Sent on behalf of Annette Thomas**

Dear Mr Thompson,

At the request of Colin Broughton (Senior Estates Officer) I have been requested to produce a draft Licence, in the terms attached to this email. I have drafted the Licence on the basis that the Leadbitter Licence (in its final agreed form) will be annexed to the attached Licence.

I understand the Town Council has agreed to pay the District Council's reasonable professional fees. I quantify the legal fees to be £350.00 (no VAT), depending on the amount of time expended on this matter.

I am instructed Mr Broughton's fees are £150.00 plus VAT.

Could you or Carter Jonas please confirm when the Leadbitter Licence is in its final form in order that the attached Licence can be engrossed and forwarded to the Town Council for signature.

Yours sincerely,

**Annette Thomas**  
**Principal Solicitor (Property)**

✉ Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14 5LD

✉ DX 30825 Newbury

15/02/2012

01635 519341 (external)    2341 (internal)    F 01635 519431

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Thursday afternoon I therefore authorised Chris D'Olley of Carter Jonas to negotiate the details of the lease with Leadbitters on the basis that we have received the in principle permission we sought from WBC. Carter Jonas are suitably qualified and very experienced in such matters.

- Chris will negotiate on the basis of seeking normal commercial fees, which we are obliged to do under our remit as a public body. He will thus seek comparables and present these to Leadbitters as the basis for the discussion. Chris has been asked to listen carefully to any counterpoints Leadbitters make and then present a recommendation back to myself, Claire and Martin for discussion with the F and GP committee – we will be open to justifiable adjustments from a commercial rental rate if we believe these can in turn be justified to our ratepayers. We are mindful that there are some strong objections to the site from some local residents which means our decisions may be subject to close scrutiny and challenge, and may be publicised in the local newspaper so it is particularly important that we, and WBC, are seen to be acting appropriately throughout.
- On the latter point, I was concerned that Paul Hewer, one of our local District Councillors, rang Claire suggesting a meeting with her and various representatives from WBC to 'sort things out'. This is inappropriate at two levels – Paul is an employee of Sovereign Housing who are contracting Leadbitters so there would be seen to be a clear conflict of interest. Secondly, there is a clearly defined procedure in place by HTC to grant a lease to Leadbitters and intervention by WBC before it has even started would not only be seen as premature but potentially inappropriate and in any event impractical, as the lease can only be granted by HTC.

Colin, I hope that you are happy for us to proceed on this basis of understanding, but if not, could I ask you to respond as quickly as possible and certainly by Friday 27<sup>th</sup> to advise us if we have misinterpreted the legal position and need to delay negotiations whilst we seek independent clarification of our legal position from a third party.

Yours sincerely  
Rupert Thompson

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**From:** Claire Barnes [mailto:claire.barnes@hungerford-tc.gov.uk]  
**Sent:** 18 January 2012 12:41  
**To:** rupert.thompson@rylandthompson.com  
**Cc:** martin crane41@sky.com  
**Subject:** FW: Compound @ The Priory, Hungerford

Dear Rupert

See below for completeness however I think Chris D'Olley has now answered the question. I have since spoken with Paul Hewer who said he would arrange a meeting with him, David Holtby, Keith Chopping, Colin Broughton and us to thrash out as Paul and David are very keen for it go ahead.

Would you agree this is the best option please?

Claire Barnes  
 Town Clerk  
 Hungerford Town Council  
 01488 686195

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**From:** Claire Barnes  
**Sent:** 18 January 2012 10:50  
**To:** 'Colin Broughton'  
**Subject:** RE: Compound @ The Priory, Hungerford

03/02/2012

Colin – When I referred to a clause in the lease I meant the head lease. Perhaps you could explain where it says West berks have a right to any fee that we may charge. With regards to the amount of the fee we are seeking advice.

I look forward to your reply.

Thanks.

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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**From:** Colin Broughton [<mailto:CBroughton@westberks.gov.uk>]  
**Sent:** 18 January 2012 10:16  
**To:** Claire Barnes  
**Subject:** RE: Compound @ The Priory, Hungerford

Claire,

at the current time the licence does not refer to any apportionment of the payment, but if the Town council are to receive a significant payment for allowing the access etc the district Council as owners should also be entitled to a part of the payment, but I think it will depend on the amount involved and whether it is of such magnitude as to be worth considering.

regards,

Colin

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**From:** Claire Barnes [<mailto:claire.barnes@hungerford-tc.gov.uk>]  
**Sent:** 13 January 2012 10:56  
**To:** Colin Broughton  
**Subject:** RE: Compound @ The Priory, Hungerford

Dear Colin

Perhaps you point us to the clause in the lease which gives WBC this right?

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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**From:** Colin Broughton [mailto:CBroughton@westberks.gov.uk]  
**Sent:** 12 January 2012 14:24  
**To:** Claire Barnes  
**Subject:** RE: Compound @ The Priory, Hungerford

Claire,

Further to my earlier mail, WBDC may wish to reserve its right to claim a portion of the consideration being paid by Leadbitters to the Town Council depending on the level of charge that is negotiated.

regards,

Colin

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**From:** Claire Barnes [mailto:claire.barnes@hungerford-tc.gov.uk]  
**Sent:** 10 January 2012 14:39  
**To:** Colin Broughton  
**Subject:** RE: Compound @ The Priory, Hungerford

Dear Colin

The key thing at present is that we get permission to sub lease from WBC. We will then come back with a final document including all the terms, but secure in the knowledge that WBC did not object in principle, and that this had been made clear in writing.

I have been trying to contact Keith Chopping for this confirmation in writing and have left several messages. Everything is on hold until we receive this. Is it possible for you to chase this? I understood that it was to be discussed at a WBC meeting prior to Christmas and if it has been then surely there would be some minutes showing agreement.

I await your urgent response.

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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**From:** Colin Broughton [mailto:CBroughton@westberks.gov.uk]  
**Sent:** 09 January 2012 16:09  
**To:** Claire Barnes  
**Cc:** Annette Thomas  
**Subject:** FW: Compound @ The Priory, Hungerford

Claire,

I have had a quick look through the licence but I cannot see there is any reinstatement provision when Leadbitters vacate.

03/02/2012

Are they providing a made up track and surfacing for car parking as there should be some reference to what it is they are specifically doing and that the track etc must be reinstated at the end of the period to the councils satisfaction.

regards,

Colin Broughton  
Estates Officer

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**From:** Claire Barnes [<mailto:claire.barnes@hungerford-tc.gov.uk>]  
**Sent:** 09 January 2012 13:25  
**To:** Colin Broughton; Paul Hewer; [djholtby@wbca.org.uk](mailto:djholtby@wbca.org.uk); Keith Chopping  
**Subject:** FW: Compound @ The Priory, Hungerford

Dear All

Following previous email please now see amended licence with only fees to be updated.

I look forward to your response.

Regards

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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**From:** D'Olley, Christopher [<mailto:Christopher.DOlley@carterjonas.co.uk>]  
**Sent:** 09 January 2012 12:57  
**To:** Claire Barnes; Rupert Thompson  
**Cc:** roger thompson ; [martincrane41@sky.com](mailto:martincrane41@sky.com)  
**Subject:** RE: Compound @ The Priory, Hungerford

Dear Claire,

I attach the updated draft document to which I have made the rudimentary changes. I emphasise that this is likely to change further once negotiations are underway with Leadbitter.

Regards

Christopher D'Olley MRICS FAAV  
Partner & RICS Registered Valuer

For and on behalf of Carter Jonas LLP  
T: 01962 833361  
M: 07801 666162  
W: [carterjonas.co.uk](http://carterjonas.co.uk)



Carter Jonas LLP  
9a Jewry Street  
Winchester SO23 8RZ



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Carter Jonas LLP

Place of Registration: England and Wales

Registration Number: OC304417

Address of Registered Office: 127 Mount Street, Mayfair, London. W1K 3NT

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**Colin Broughton**

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**From:** Hannah Stanley  
**Sent:** 03 February 2012 09:53  
**To:** 'rupert.thompson@talktalk.net'  
**Cc:** Annette Thomas; Colin Broughton  
**Subject:** 001821ACT - Licence to Hungerford Town Council  
**Attachments:** 43501 - draft licence - 31.01.12

**Sent on behalf of Annette Thomas**

Dear Mr Thompson,

At the request of Colin Broughton (Senior Estates Officer) I have been requested to produce a draft Licence, in the terms attached to this email. I have drafted the Licence on the basis that the Leadbitter Licence (in its final agreed form) will be annexed to the attached Licence.

I understand the Town Council has agreed to pay the District Council's reasonable professional fees. I quantify the legal fees to be £350.00 (no VAT), depending on the amount of time expended on this matter.

I am instructed Mr Broughton's fees are £150.00 plus VAT.

Could you or Carter Jonas please confirm when the Leadbitter Licence is in its final form in order that the attached Licence can be engrossed and forwarded to the Town Council for signature.

Yours sincerely,

**Annette Thomas**  
**Principal Solicitor (Property)**

☒ Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14 5LD

☒ DX 30825 Newbury

☐ 01635 519341 (external)    ☐ 2341 (internal)    F 01635 519431

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Dated

February 2012

**(1) WEST BERKSHIRE DISTRICT COUNCIL**

**(2) HUNGERFORD TOWN COUNCIL**

**LICENCE**

to grant temporary access and Use to part of  
The Triangle Field  
Hungerford  
Berkshire

THIS LICENCE is made on the

February 2012

**BETWEEN:**

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury Berkshire RG14 5LD ('the Landlord') and
- (2) **HUNGERFORD TOWN COUNCIL** of the Town Hall Hungerford Berkshire ('the Tenant')

**OPERATIVE PROVISIONS**

**1. Interpretation and Definitions**

- 1.1. 'The Leadbitter Licence' means the licence dated [ ] and made between the Tenant (1) J B Leadbitter Company (2) which is annexed to the Schedule of this Licence
- 1.2. 'Authorised Use' 'Premises' and 'Works' have the same meanings as contained in the Leadbitter Licence
- 1.3. In this Licence the clause headings do not affect its interpretation; references to the Premises includes any part of them
- 1.4. An obligation on the Tenant not to do or omit to any act or thing includes an obligation not to permit or allow that act or thing to be done or omitted, as the case may be
- 1.5. Any notice under this Licence is to be given in accordance with the provisions of Section 196 of the Law of Property Act 1925
- 1.6. The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

**2. Licence**

- 2.1. The Landlord has agreed the Tenant may grant to J B Leadbitter and Company a temporary licence in the terms set out in the Leadbitter Licence for a period of:-
  - 2.1.1. two years from the date of this Licence or
  - 2.1.2. upon completion of the Works or



2.1.3. upon determination of the Leadbitter Licence (in accordance with clause 9 of the Leadbitter Licence)

whichever is the earlier

SUBJECT to the obligations set out in clause 2.2 of this Licence

2.2. The Tenant covenants with the Landlord:-

2.2.1. the Tenant shall procure J B Leadbitter and Company will carry out and perform its obligations under the Leadbitter Licence and will not permit any breach of the Leadbitter Licence

2.2.2. the Tenant will indemnify the Landlord in the event the Landlord incurs any loss damage or claim in consequence of the Leadbitter Licence being granted or the rights granted by the Leadbitter Licence being exercised

2.2.3. at the end of the licence period (referred to in clause 2.1 of this Licence) the Tenant shall (if so requested by the Landlord) ensure the Premises are reinstated to their condition (immediately prior to the grant of the Leadbitter Licence, as evidenced by photographs to be agreed by the Landlord and the Tenant)

2.2.4. if requested by the Landlord, the Tenant shall procure the insurance policy (or a copy) referred to in clause 4.1 of the Leadbitter Licence is produced to the Landlord

2.2.5. the Tenant acknowledges and will ensure that in granting the Leadbitter Licence the Landlord is not conferring on the Tenant the right to create a letting of the Premises or create any other rights, whether under common law or any enactment, other than a bare licence to J B Leadbitter and Company

2.2.6(a) the Tenant will comply and procure compliance of all statutes and any regulations or by-laws made under them that are applicable to the Premises or the Authorised Use and is to indemnify the Landlord against any failure to do so

2.2.6(b) nothing contained herein or in the Leadbitter Licence shall affect the powers of the Landlord as local authority nor relieve the Tenant or J B Leadbitter and company from the necessity to obtain any approvals or consents as may be necessary from the Landlord or other statutory bodies in connection with their activities

2.2.6(c) if the Tenant or J B Leadbitter and company receive any notice order or direction from the local or any other competent authority, it is to provide a copy to the Landlord as soon as possible after receipt

## **SCHEDULE**

**Leadbitter Licence  
between  
Hungerford Town Council (1)  
J B Leadbitter and Company (2)**

Signed by:

for and on behalf of  
West Berkshire District Council

Full Name:

Position:

Signed by:

for and on behalf of  
Hungerford Town Council

Full Name:

Position:



Dated

February 2012

(1) WEST BERKSHIRE DISTRICT COUNCIL

(2) HUNGERFORD TOWN COUNCIL

**LICENCE**

to grant temporary access and Use to part of  
The Triangle Field  
Hungerford  
Berkshire

**Delegated Authority Decision: -  
Recommended by Head of Property and Public Protection  
Taken by Head of Legal and Electoral Services**

Ref No. 201/98/33.4

<b>Case Officer: Colin Broughton</b>		<b>Department: Property</b>
Project Details:	Address Triangle Field Hungerford	Consideration and/or Value *
<b><u>RECOMMENDATION:</u></b>  That the Head of Property and Public Protection recommends that the actions contained in the report be approved		Signed:  <b>Steve Broughton:</b> Head of Property and Public Protection  Date:
<b><u>APPROVAL</u></b>  The recommendation is approved subject to the following comments, if any.		Signed:  <b>David Holling:</b> Head of Legal and Electoral Services  Date:
<b><u>CONSULTED:</u></b>		<b><u>INFORMED:</u></b>
<b>1. FINANCE:</b> Date: Comments:	<b>1. FINANCE:</b> Date: Comments:	<b>1. FINANCE:</b> Date: Comments:
<b>2. PLANNING:</b> Date: Comments:	<b>2. PLANNING:</b> Date: Comments:	<b>2. PLANNING:</b> Date: Comments:
<b>3. OTHER OFFICERS:</b> Date: Comments:	<b>3. OTHER OFFICERS:</b> Date: Comments:	<b>3. OTHER OFFICERS:</b> Date: Comments:
<b>4. PORTFOLIO MEMBER AND/OR WARD COUNCILLORS:</b> Date: Comments:	<b>4. PORTFOLIO MEMBER AND/OR WARD COUNCILLORS:</b> Date: Comments:	<b>4. PORTFOLIO MEMBER AND/OR WARD COUNCILLORS:</b> Date: Comments:





**Title:** Delegated Authority to jointly enter into a Licence between Hungerford Town Council and J B Leadbitter & Co to permit temporary access and construction of a compound along the edge of The Triangle Field, Hungerford.

**Purpose of Report:**

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To obtain authority to enter into a joint Licence between Leadbitter & Co and Hungerford Town Council to permit Leadbitter an access route and compound area over The Triangle Field, Hungerford in order to temporarily service the development of an adjoining site.

**Recommended Action:**

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That approval is given to enter into a Licence with Hungerford Town Council and Leadbitter & Co. to permit a temporary access and compound on land at The Triangle Field, Hungerford to give a safer access during the construction period to develop an adjoining site.

**List of other options considered:**

**Supporting Information**

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**Background:**

West Berkshire District Council leases The Triangle Field, Hungerford shown edged red on the attached plan, to Hungerford Town Council for a term of 50 years from 1992, subject to provision to renew for a further 50 years, the passing rent being £5 p.a.

Leadbitter & Co. a developer, has obtained planning consent to redevelop and adjoining site outlined blue for an Extra Care and over 55's Residential Scheme, and as part of the planning Environmental Impact Assessment has agreed with Hungerford Town Council to gain temporary access during the construction period over a track to be created at the edge of The Triangle Field, shown edged green. A builder's compound will also be provided within the access area.

The lease with the Town Council does not permit any alterations but with WBDC consent this can be permitted and both the Ward Councillor and Property Portfolio Member have visited the site and are in agreement with the proposal.

Long term there may be a requirement by the Town Council to retain the access and compound area for car parking, but this will require planning permission whereas the temporary use ancillary to the carrying out of the development does not.

**Recommendation:**

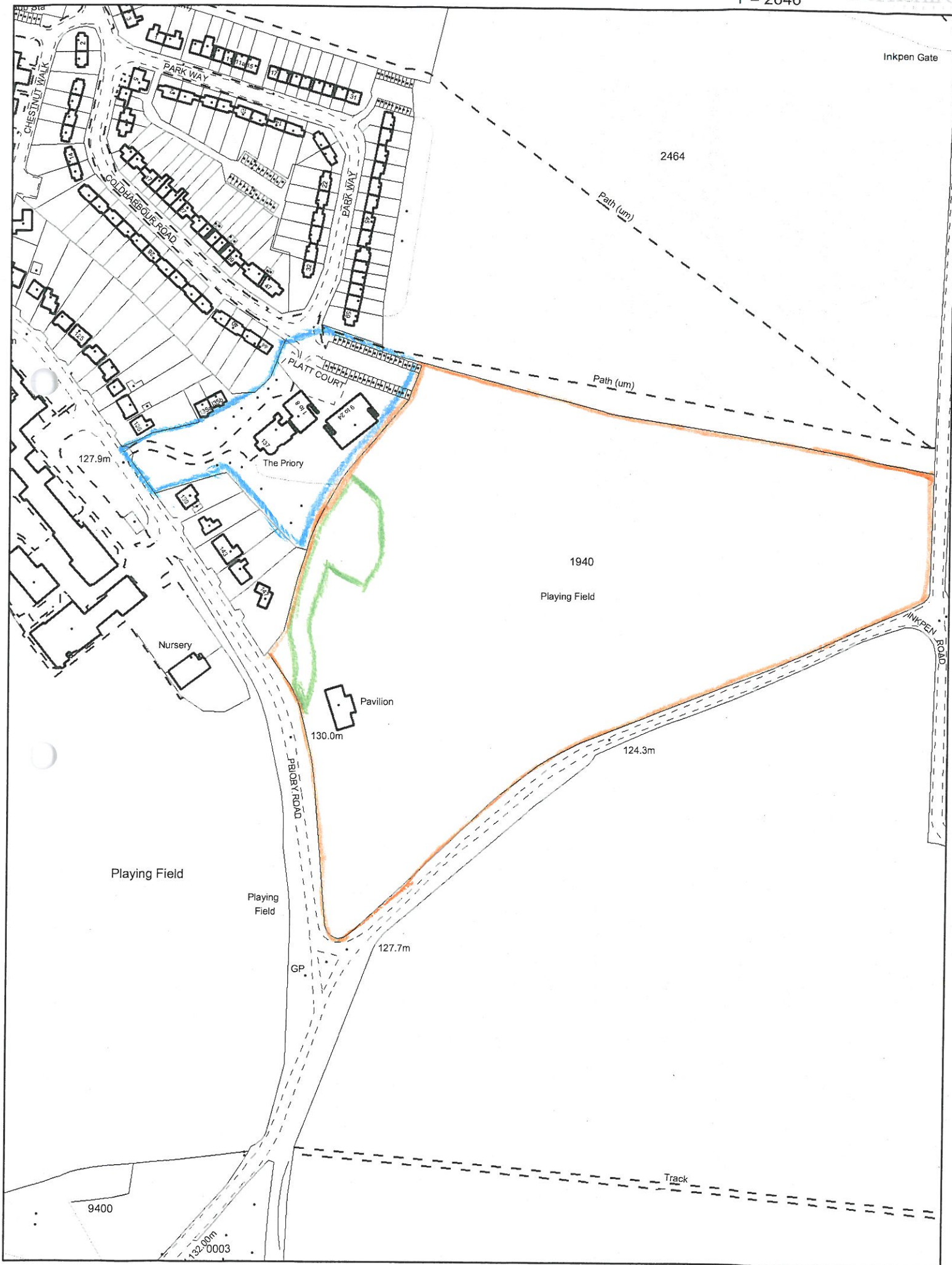
That Authority be granted to enter into a Licence with Hungerford Town Council and Leadbitter & Co to give temporary access across The Triangle Field to allow the adjoining development to proceed with minimum impact on the local road network.

**Appendices:** *Location plan*



# Triangle Field

19/01/2012  
1 = 2646

West  
Berkshire









## Colin Broughton

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**From:** Rupert Thompson [rupert.thompson@talktalk.net]  
**Sent:** 03 February 2012 12:14  
**To:** Colin Broughton  
**Cc:** 'Claire Barnes'; 'martin crane'  
**Subject:** RE: Compound @ The Priory, Hungerford

Colin,

Many thanks for our conversation on the afternoon of Thursday 26<sup>th</sup> following your meeting with the WBC solicitor.

Just to confirm the key points, HTC have appointed Carter Jonas to advise us on a commercial rent which should be the starting point for our discussion with Leadbitters, bearing in mind our fiduciary duties. However, we will try to be as flexible as possible providing they can provide properly argued rationale and case evidence to justify their position. Negotiations are currently in progress.

Our intention is that all the funds generated will be reinvested in local projects for the good of the users of the Triangle Field, and of local neighbours, and to a lesser extent the citizens of Hungerford ( in some approximation to the proportion that they are inconvenienced by the works) over the timescale of the project. We will agree a financial value with Leadbitters but then suggest that they may wish to use their own contractors for some of the works which would in effect save them quite a bit of money.

We will take professional advice in the wording of the lease to ensure both are interests and those of yourselves at WBC as landowner are fully protected and appropriate action can be taken in the event of a breach of the sub lease by Leadbitters. The lease will be between HTC and Leadbitters. WBC will not be asked to be a co signatory but you will have an opportunity to review fully before HTC sign. If part of the track is retained ( a decision which HTC has not addressed yet) it will require planning permission and a separate legal agreement between HTC and Leadbitters, and again we would show you the proposed documentation beforehand, and seek your support.

Kind regards  
Rupert Thompson  
Chair of HTC F and GP Committee.

---

**From:** Colin Broughton [mailto:CBroughton@westberks.gov.uk]  
**Sent:** 23 January 2012 15:38  
**To:** Rupert Thompson  
**Cc:** Sean Tye; Annette Thomas  
**Subject:** RE: Compound @ The Priory, Hungerford

Dear Rupert,

Thank you for your mail and I have tried to contact you by 'phone but have been put through to your voicemail.

I am meeting the Councils solicitor tomorrow (Tuesday) to discuss the points in your mail but the council does not have an objection to permitting the temporary use of the land as required and I believe as long as it is serving the new development only during its construction that planning consent is not required.

However, as drafted the lease between WBDC and Hungerford Town Council in respect of the Triangle Field does prohibit any development or change of use and by giving consent the council is exercising its discretion by permitting these works.

The use proposed is intended to be a temporary use possibly lasting 18 months whereupon WBDC would wish to see the land reinstated to its current condition, but I note that there may be a request to make the track etc a permanent feature which will require planning consent, and I think the councils solicitor was attempting to contain in one document the flexibility to accommodate this situation but also give WBDC a

03/02/2012

direct covenant with Leadbitters to enforce the terms of the licence rather than have a separate licence between WBDC and Hungerford TC whereby WBDC would have to act through the TC if it required to enforce any term in the licence.

Additionally having another licence would potentially increase the costs in dealing with this matter.

The issue about payment to WBDC for giving consent was really to try and assess whether a substantial amount was being paid by Leadbitter for this access and if it is it did not seem unreasonable for WBDC to claim some percentage for giving its consent which would endow a pecuniary benefit to the TC, as without the consent this would not be possible and is a normal commercial practice where the terms of the lease are an absolute prohibition.

When I have spoken to the councils solicitor I will come back to you but if you wish to comment on any of the above please feel free to do so.

regards,

Colin Broughton  
Estates Officer.

---

**From:** Rupert Thompson [mailto:rupert.thompson@talktalk.net]

**Sent:** 21 January 2012 19:31

**To:** Colin Broughton

**Cc:** martincrane41@sky.com; 'Claire Barnes'

**Subject:** RE: Compound @ The Priory, Hungerford

Strictly private and confidential

Colin,

I tried to contact you at the end of last week by phone to discuss the issue of the lease over Triangle Field....I would prefer to deal with this quickly because Leadbitters (understandably) have been pressing Claire for some weeks to get access and she has in turn been pressing WBC for permission to negotiate a lease. We are keen to see Leadbitters allowed to start work now the project has been given full planning permission.

By way of introduction, I am Chair of F and GP on Hungerford Town Council and Deputy Mayor and I have been tasked with moving this forward, and am keeping the Mayor, Martin Crane informed and giving regular updates to the F and GP Committee who are willing to meet at short notice to finalise a lease to allow Leadbitters to progress.

There has been a degree of frustration at the delay in getting permission from WBC to negotiate a lease with Leadbitters, and there does appear to have been a recent change in position from WBC with regard to who would be co-signatories on the lease. On Thursday I reviewed the e mail trail and record of conversations. I have concluded the following:

- The proper process is as we were originally advised and have been following – we should seek permission in principle from WBC to sub lease to Leadbitters. I have read the lease between WBC and HTC with regard to your note of the 12th January and I can see nothing in it which gives WBC a right to claim a proportion of the consideration and am concerned that Claire has been given that advice, which appears to be incorrect. I am also concerned that WBC are now requesting that they become a co signatory to the lease, and that this is being presented as advice from WBC Legal Dept. From my experience of such things, this is not the normal procedure – the norm is that the land owner gives permission to the leasee to sub lease subject to certain conditions and the leasee is obliged to adhere to those conditions, such that the landowner is fully protected. I also note that that is the way other leases between WBC and HTC have operated so there is clear precedent.
- I believe the e mail trail confirms that WBC have no objection in principle for HTC to negotiate a lease with Leadbitters providing we adhere to several reasonable and common sense safeguards. The framework of the lease was disclosed to WBC. The new delay seems to relate to whether WBC should be a counterparty to the lease and have a share of any fees negotiated. We do not see anything in the lease to support the latter contention, but clearly that would be for lawyers to argue if necessary. On



3304 Trade  
Field

**Colin Broughton**

**From:** Colin Broughton  
**Sent:** 12 January 2012 14:24  
**To:** 'Claire Barnes'  
**Subject:** RE: Compound @ The Priory, Hungerford

Claire,

Further to my earlier mail, WBDC may wish to reserve its right to claim a portion of the consideration being paid by Leadbitters to the Town Council depending on the level of charge that is negotiated.

regards,

Colin

---

**From:** Claire Barnes [mailto:claire.barnes@hungerford-tc.gov.uk]  
**Sent:** 10 January 2012 14:39  
**To:** Colin Broughton  
**Subject:** RE: Compound @ The Priory, Hungerford

Dear Colin

The key thing at present is that we get permission to sub lease from WBC. We will then come back with a final document including all the terms, but secure in the knowledge that WBC did not object in principle, and that this had been made clear in writing.

I have been trying to contact Keith Chopping for this confirmation in writing and have left several messages. Everything is on hold until we receive this. Is it possible for you to chase this? I understood that it was to be discussed at a WBC meeting prior to Christmas and if it has been then surely there would be some minutes showing agreement.

I await your urgent response.

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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---

**From:** Colin Broughton [mailto:CBroughton@westberks.gov.uk]  
**Sent:** 09 January 2012 16:09  
**To:** Claire Barnes  
**Cc:** Annette Thomas  
**Subject:** FW: Compound @ The Priory, Hungerford

Claire,

I have had a quick look through the licence but I cannot see there is any reinstatement provision when Leadbitters vacate.

12/01/2012

Are they providing a made up track and surfacing for car parking as there should be some reference to what it is they are specifically doing and that the track etc must be reinstated at the end of the period to the councils satisfaction.

regards,

Colin Broughton  
Estates Officer

---

**From:** Claire Barnes [<mailto:claire.barnes@hungerford-tc.gov.uk>]  
**Sent:** 09 January 2012 13:25  
**To:** Colin Broughton; Paul Hewer; [djholtby@wbca.org.uk](mailto:djholtby@wbca.org.uk); Keith Chopping  
**Subject:** FW: Compound @ The Priory, Hungerford

Dear All

Following previous email please now see amended licence with only fees to be updated.

I look forward to your response.

Regards

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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---

**From:** D'Olley, Christopher [<mailto:Christopher.DOlley@carterjonas.co.uk>]  
**Sent:** 09 January 2012 12:57  
**To:** Claire Barnes; Rupert Thompson  
**Cc:** roger thompson ; [martincrane41@sky.com](mailto:martincrane41@sky.com)  
**Subject:** RE: Compound @ The Priory, Hungerford

Dear Claire,

I attach the updated draft document to which I have made the rudimentary changes. I emphasise that this is likely to change further once negotiations are underway with Leadbitter.

Regards

Christopher D'Olley MRICS FAAV  
Partner & RICS Registered Valuer

For and on behalf of Carter Jonas LLP  
T: 01962 833361  
M: 07801 666162  
W: [carterjonas.co.uk](http://carterjonas.co.uk)

12/01/2012



Carter Jonas LLP  
9a Jewry Street  
Winchester SO23 8RZ



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Carter Jonas LLP

Place of Registration: England and Wales

Registration Number: OC304417

Address of Registered Office: 127 Mount Street, Mayfair, London. W1K 3NT

---



## Colin Broughton

---

**From:** Colin Broughton  
**Sent:** 12 January 2012 14:18  
**To:** 'Claire Barnes'  
**Subject:** RE: Compound @ The Priory, Hungerford  
**Attachments:** 40128 - Licence (clean) - 11 01 12.doc

Claire,

I have spoken with both the Ward councillor and Portfolio member and there appears to be no objection to the proposal and I have also spoken with the Project Manager of Leadbitter to clarify the position.

The councils solicitor has suggested that West Berkshire Council be part of the main licence with Leadbitters and I attach an amended licence for your consideration and no doubt Leadbitters will wish to comment as well.

A reinstatement provision has been inserted and whilst I note that there is the possibility the compound and track will be left in situ at the end of the licence, the permanent use and change of use would require a change of use planning application which could be made sometime during the course of the licence.

In the event that the permanent use was not given consent, Leadbitters would be obliged to reinstate the land back to its original condition.

If the Town council and Leadbitters are happy with the draft licence perhaps you would let me know and an engrossed copy for signature can be sent for signature by all parties.

regards,

Colin Broughton  
Estates Officer

---

**From:** Claire Barnes [mailto:claire.barnes@hungerford-tc.gov.uk]  
**Sent:** 10 January 2012 14:39  
**To:** Colin Broughton  
**Subject:** RE: Compound @ The Priory, Hungerford

Dear Colin

The key thing at present is that we get permission to sub lease from WBC. We will then come back with a final document including all the terms, but secure in the knowledge that WBC did not object in principle, and that this had been made clear in writing.

I have been trying to contact Keith Chopping for this confirmation in writing and have left several messages. Everything is on hold until we receive this. Is it possible for you to chase this? I understood that it was to be discussed at a WBC meeting prior to Christmas and if it has been then surely there would be some minutes showing agreement.

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Town Clerk  
Hungerford Town Council  
01488 686195

12/01/2012

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---

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**Cc:** Annette Thomas  
**Subject:** FW: Compound @ The Priory, Hungerford

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Colin Broughton  
Estates Officer

---

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**Sent:** 09 January 2012 13:25  
**To:** Colin Broughton; Paul Hower; [djholtby@wbca.org.uk](mailto:djholtby@wbca.org.uk); Keith Chopping  
**Subject:** FW: Compound @ The Priory, Hungerford

Dear All

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I look forward to your response.

Regards

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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---

**From:** D'Olley, Christopher [mailto:Christopher.DOlley@carterjonas.co.uk]  
**Sent:** 09 January 2012 12:57  
**To:** Claire Barnes; Rupert Thompson  
**Cc:** roger thompson ; [martincrane41@sky.com](mailto:martincrane41@sky.com)

12/01/2012

**Subject:** RE: Compound @ The Priory, Hungerford

Dear Claire,

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Regards

Christopher D'Olley MRICS FAAV  
Partner & RICS Registered Valuer

For and on behalf of Carter Jonas LLP

T: 01962 833361

M: 07801 666162

W: [carterjonas.co.uk](http://carterjonas.co.uk)



Carter Jonas LLP  
9a Jewry Street  
Winchester SO23 8RZ



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Carter Jonas LLP

Place of Registration: England and Wales

Registration Number: OC304417

Address of Registered Office: 127 Mount Street, Mayfair, London. W1K 3NT

---

12/01/2012





**Colin Broughton**

---

**From:** Hannah Stanley  
**Sent:** 11 January 2012 14:30  
**To:** Colin Broughton  
**Cc:** Annette Thomas  
**Subject:** 001821ACT - The Priory, Hungerford - Licence  
**Attachments:** 40017 - Licence (strikeout) - 11.01.12; 40128 - Licence (clean) - 11.01.12

**Sent on behalf of Annette Thomas**

Colin,

I attach amended Licence (strikeout and clean) which I suggest you forward to Carter Jonas and Hungerford Town Council.

I have added clause 10.2 - relating to reinstatement provisions.

I have made provision in clause 3.1 for the licence fee to be paid to the Town Council but in your covering email you may want to reserve the District Council's position on this point, pending further information as to the amount of the licence fee.

Thanks

Annette

**Annette Thomas**  
**Principal Solicitor (Property)**

☒ Legal & Electoral Services, West Berkshire Council, Market Street, Newbury RG14 5LD

☒ DX 30825 Newbury

☐ 01635 519341 (external)    ☐ 2341 (internal)    F 01635 519431

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Dated : January 2012

(1) West Berkshire District Council

(2) Hungerford Town Council

(3) J B Leadbitter & Co

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## **Licence to Use**

---

Relating to premises known as:

Part of The Triangle Field, Hungerford, Berkshire.

## PARTICULARS

<b>Date</b>	January 2012
<b>Owner</b>	West Berkshire District Council of Council Offices, Market Street, Newbury, Berkshire, RG14 5LD
<b>Licensor</b>	Hungerford Town Council of The Town Hall, Hungerford, Berkshire
<b>Licensee</b>	J B Leadbitter & Co (Reg. No. 1018727), of Grange Court, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3NB
<b>Authorised Use</b>	The use of the Premises for the purpose of a site compound, temporary staff offices & facilities, access, storage of materials and the parking of vehicles
<b>Authorised Hours</b>	a.m. to p.m. [Everyday]. Storage of materials permitted all hours and days
<b>Licence Period</b>	January 2012 to inclusive
<b>Licence Fee</b>	£ TBA plus VAT[?]
<b>The works</b>	The Licensee is to erect and maintain a temporary fence along the south-west and North -east boundaries of the Premises. The Licensee is to maintain the existing fence and gates bordering the Owner's property. Such fences shall not be erected within 5 metres of the rugby pitches dead ball lines
<b>Owner's Property</b>	The property known as the Triangle Field, Hungerford shown for identification edged green on the plan attached to this Licence which is leased by the Licensor
<b>Premises</b>	The area of field measuring approximately [ ] acres edged in red and forming part of the Owner's Property which is leased by the Licensor

**THIS LICENCE** is made on the date set out in the Particulars

**BETWEEN**

- (1) the Owner named in the Particulars ("the Owner"); and
- (2) the Licensor named in the Particulars ("the Licensor"); and
- (3) the Licensee named in the Particulars ("the Licensee")

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

- 1.1 Words and expressions set out in the Particulars are defined terms in this Licence.
- 1.2 In this Licence the clause headings do not affect its interpretation; references to numbered clauses are to clauses of this Licence; references to the Premises and the Owner's Property includes any part of them and references to the end of the Licence Period are to the date on which this Licence ends.
- 1.3 An obligation on the Licensee not to do or omit to do any act or thing includes an obligation not to permit or allow that act or thing to be done or omitted, as the case may be.
- 1.4 The obligations of the Licensee bind the Licensee's employees, agents, workmen and visitors and the Licensee is to be liable for any breach of the terms of this Licence by them. Rights granted to the Licensee may be used by these persons.
- 1.5 Any notice under this Licence is to be given in accordance with the provisions of section 196 Law of Property Act 1925.
- 1.6 The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **2. LICENCE**

- 2.1 The Owner and the Licensor grants the Licensee the right during the Licence Period to use the Premises for the Authorised Use during the Authorised Hours. This right extends to visitors, sub-contractors and other parties with the permission of the Licensee.
- 2.2 The Owner and the Licensor also grants the Licensee the right (to be enjoyed in common with the Owner, the Licensor and any other licensees of the Owner's Property) during the Authorised Hours and for the purposes of the Authorised use of access to and egress from the Premises over and along such parts of the Owner's Property as may from time to time be designated by the Owner for that purpose.
- 2.3 The Licensee acknowledges that:
- 2.3.1 the Licensor is entitled to exclusive control and possession of the Premises and may enter and remain on the Premises at any time and for all purposes, without any interference by the Licensee;
  - 2.3.2 nothing in this Licence is intended to create a letting of the Premises or to confer any rights on the Licensee, whether under common law or any enactment, greater than a bare licence on the terms of this Licence.

## **3. LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Owner and the Licensor as set out in this clause and clauses 4 and 5:

### **3.1 Licence Fee**

The Licensee shall pay the Licensor the Licence Fee together with VAT (if applicable) thereon immediately on signing this Licence.

### **3.2 Use of the Premises**

- 3.2.1 The Licensee is to use the Premises only for the Authorised Use. Any structures or buildings to be erected on the Premises must only be temporary or portable and firstly



notified in writing and shown on a plan to the Owner and the Licensor.

- 3.2.2 The Licensee is to provide a risk assessment to the Owner and the Licensor when reasonably requested to do so.
- 3.2.3 The Licensee is not to use the Premises outside the Authorised Hours.
- 3.2.4 The Licensee is not to do anything on the Premises in such a way as to cause damage to the Premises or nuisance annoyance disturbance inconvenience injury or damage to the Owner and the Licensor or the owners or licensees of adjacent or neighbouring premises.
- 3.2.5 The Licensee is not to bring any hazardous materials onto the Premises.
- 3.2.6 The Licensee is to arrange their own electricity supply, water and drainage by contacting the relevant statutory undertakers.
- 3.2.7 The Licensee is not to deposit any waste rubbish or refuse on the Premises.
- 3.2.8 The Licensee is not to display any signs or notices on the Premises nor to erect hoardings except those relating to and ancillary to the Authorised Use, eg. health & safety, information for visitors etc.
- 3.2.9 The Licensee is to comply with any proper and reasonable rules and regulations made by the Owner and the Licensor as notified to the Licensee governing the use of the Premises or the exercise of the rights granted to the Licensee by this Licence.

#### **4. INSURANCE**

- 4.1 The Licensee is to effect and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company to cover all claims arising from the Authorised Use in the sum of £5 million pounds in respect of each and every claim for bodily injury or

damage to property and is to make available to the Owner and the Licensor on reasonable demand a copy of the policy and a copy of the current premium receipt.

- 4.2 The Licensee is not to do or omit to do anything which has the effect of making the Owner's or the Licensor's insurance policy for the Owner's Property void or voidable or which increases the insurance premium payable for that insurance.

## **5. UPKEEP OF THE PREMISES**

- 5.1 The Licensee is to keep the Premises in the same state of repair and condition as they were in at the start of this Licence. The Licensee is to keep the Premises clear of rubbish.
- 5.2 The Licensee is not to make any alterations or additions to the Premises or to cause any damage to them. If the Licensee does not comply with this obligation, it will at the request of the Owner or the Licensor remove any alterations or additions to the Premises and make good any damage caused to the reasonable satisfaction of the Owner and the Licensor.
- 5.3 Immediately upon the occurrence of any damage to the Premises or other property of any kind thereon or injury to any person on the premises in any way attributable to the Authorised Use the Licensee must make good the same or pay to the Owner and the Licensor or the person injured full compensation for such damage and loss suffered.

## **6. LICENSOR'S OBLIGATIONS**

The Licensor agrees with the Licensee that the Owner will keep the private roadway forming part of the Owner's Property leading to the premises and to the nearby Hungerford RFC open and in a usable condition.

## **7. OCCUPATION OF THE PREMISES**

This Licence is personal to the Licensee and is not capable of being assigned to any other person body or organisation.



## **8. STATUTORY REQUIREMENTS**

- 8.1 The Licensee is to comply with the requirements of all statutes and any regulations or by-laws made under them that are applicable to the Premises or the Authorised Use and is to indemnify the Owner and the Licensors against any failure to do so.
- 8.2 Nothing contained herein shall affect the powers of the Owner or the Licensors as local authority, planning authority or by virtue of any public local act regulation or bye-law, nor relieve the Licensee from the necessity to obtain any approvals or consents as maybe necessary from the Owner and the Licensors or the local police in connection with their activities.
- 8.3 If the Licensee receives any notice, order or direction from the local or any other competent authority, it is to provide a copy to the Owner and the Licensors as soon as possible after receipt.

## **9. TERMINATION**

This Licence shall be determined during the Licence Period (without prejudice to the Owner's and the Licensors' rights in respect of any breach of the Licensee's obligations contained in clauses 3, 4 and 5) as follows:

- 9.1 Immediately on notice served by the Owner or the Licensors at any time following any breach by the Licensee of the obligations contained in clauses 3, 4 and 5.
- 9.2 At the expiry of not less than 28 days notice given by the Licensors to the Licensee expiring at any time.

## **10. RETURN OF THE PREMISES**

- 10.1 If the Licensee leaves any goods or materials on the Premises after the end of the Licence Period, the Licensors may remove them from the Premises, store and then dispose of them if they are not claimed by the Licensee within one week after the end of the Licence Period. The costs of removal, storage and disposal are to be paid by the Licensee to the Licensors on demand with credit being given for any sums received on their disposal.

- 10.2 At the end of the Licence Period the Licensee shall (if so requested by the Owner or the Licensor) reinstate the Premises to its condition prior to the Licence Period and the reinstatement works will take place as soon as reasonably practicable after the Licence Period.

11. **INDEMNITY**

The Licensee is to indemnify the Owner and the Licensor against any breach or non-observance by the Licensee of the terms of this Licence, any loss or damage to the Premises including vandalism and the death of or injury to persons arising from the use of the Premises under this Licence save where any such loss and/or damage is caused as a result of the Licensor's negligence or wilful misconduct.

12. **MISCELLANEOUS**

Neither the Owner nor the Licensor warrant that the Premises are in sufficient condition or fit for the Authorised Use and the Licensee takes the same in its existing state and condition and will claim no diminution or damage by reason of the condition or fitness of the land.

13. **SIGNING**

The parties to this Licence have signed it on the date set out in the Particulars

Signed by ..... for and on behalf of the Owner

Full Name: Position:

Signed by ..... for and on behalf of the Licensor

Full Name: Position:

Signed by ..... for and on behalf of the Licensee

Full Name:

Position:



## **SCHEDULE**

**Leadbitter Licence  
between  
Hungerford Town Council (1)  
J B Leadbitter and Company (2)**

Signed by:

for and on behalf of  
West Berkshire District Council

Full Name:

Position:

Signed by:

for and on behalf of  
Hungerford Town Council

Full Name:

Position:

Dated

February 2012

(1) WEST BERKSHIRE DISTRICT COUNCIL

(2) HUNGERFORD TOWN COUNCIL

**LICENCE**

to grant temporary access and Use to part of  
The Triangle Field  
Hungerford  
Berkshire

**THIS LICENCE** is made on the

February 2012

**BETWEEN:**

- (1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices Market Street Newbury Berkshire  
RG14 5LD ('the Landlord') and
- (2) **HUNGERFORD TOWN COUNCIL** of the Town Hall Hungerford Berkshire ('the Tenant')

**OPERATIVE PROVISIONS**

**1. Interpretation and Definitions**

- 1.1. 'The Leadbitter Licence' means the licence dated [ ] and made between the Tenant  
(1) J B Leadbitter Company (2) which is annexed to the Schedule of this Licence
- 1.2. 'Authorised Use' 'Premises' and 'Works' have the same meanings as contained in the Leadbitter  
Licence
- 1.3. In this Licence the clause headings do not affect its interpretation; references to the Premises  
includes any part of them
- 1.4. An obligation on the Tenant not to do or omit to any act or thing includes an obligation not to  
permit or allow that act or thing to be done or omitted, as the case may be
- 1.5. Any notice under this Licence is to be given in accordance with the provisions of Section 196 of  
the Law of Property Act 1925
- 1.6. The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the  
Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

**2. Licence**

- 2.1. The Landlord has agreed the Tenant may grant to J B Leadbitter and Company a temporary  
licence in the terms set out in the Leadbitter Licence for a period of:-
  - 2.1.1. two years from the date of this Licence or
  - 2.1.2. upon completion of the Works or



2.1.3. upon determination of the Leadbitter Licence (in accordance with clause 9 of the Leadbitter Licence)

whichever is the earlier

SUBJECT to the obligations set out in clause 2.2 of this Licence

2.2. The Tenant covenants with the Landlord:-

2.2.1. the Tenant shall procure J B Leadbitter and Company will carry out and perform its obligations under the Leadbitter Licence and will not permit any breach of the Leadbitter Licence

2.2.2. the Tenant will indemnify the Landlord in the event the Landlord incurs any loss damage or claim in consequence of the Leadbitter Licence being granted or the rights granted by the Leadbitter Licence being exercised

2.2.3. at the end of the licence period (referred to in clause 2.1 of this Licence) the Tenant shall (if so requested by the Landlord) ensure the Premises are reinstated to their condition (immediately prior to the grant of the Leadbitter Licence, as evidenced by photographs to be agreed by the Landlord and the Tenant)

2.2.4. if requested by the Landlord, the Tenant shall procure the insurance policy (or a copy) referred to in clause 4.1 of the Leadbitter Licence is produced to the Landlord

2.2.5. the Tenant acknowledges and will ensure that in granting the Leadbitter Licence the Landlord is not conferring on the Tenant the right to create a letting of the Premises or create any other rights, whether under common law or any enactment, other than a bare licence to J B Leadbitter and Company

2.2.6(a) the Tenant will comply and procure compliance of all statutes and any regulations or by-laws made under them that are applicable to the Premises or the Authorised Use and is to indemnify the Landlord against any failure to do so

2.2.6(b) nothing contained herein or in the Leadbitter Licence shall affect the powers of the Landlord as local authority nor relieve the Tenant or J B Leadbitter and company from the necessity to obtain any approvals or consents as may be necessary from the Landlord or other statutory bodies in connection with their activities

2.2.6(c) if the Tenant or J B Leadbitter and company receive any notice order or direction from the local or any other competent authority, it is to provide a copy to the Landlord as soon as possible after receipt



Dated

February 2012

(1) WEST BERKSHIRE DISTRICT COUNCIL

(2) HUNGERFORD TOWN COUNCIL

**LICENCE**

to grant temporary access and Use to part of  
The Triangle Field  
Hungerford  
Berkshire

## Colin Broughton

---

**From:** Claire Barnes [claire.barnes@hungerford-tc.gov.uk]  
**Sent:** 30 November 2011 13:33  
**To:** Colin Broughton  
**Subject:** FW: 2011-11-24: The Priory Extra Care and Over 55S - Temporary Access Road

**Importance:** High

**Attachments:** DocID\_513251\_P1.doc; M8049 The Priory ASK001 Opt 1 Site Set Up.pdf; M8049 The Priory ASK003 Access Route.pdf; M8049 The Priory ASK004 Demolition Sequence.pdf; M8049 The Priory ASK005 Construction Sequence.pdf; The Priory Construction & Traffic Management Plan.doc



DocID\_513251\_P1.doc (36 KB)



M8049 The Priory ASK001 Opt 1 ...



M8049 The Priory ASK003 Access...



M8049 The Priory ASK004 Demoli...



M8049 The Priory ASK005 Constr...



The Priory Construction & Traf..

Dear Colin

Please see below. Having sent this to Stuart I realise he is away. Perhaps you could look at this in his absence.

Many thanks

Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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-----Original Message-----

**From:** Claire Barnes  
**Sent:** 30 November 2011 11:18  
**To:** Stewart Souden (ssouden@westberks.gov.uk)  
**Subject:** FW: 2011-11-24: The Priory Extra Care and Over 55S - Temporary Access Road  
**Importance:** High

Dear Stuart

Please see email below from Brian Rawlings at Leadbitters and attachment from West Berks Planning. This is regarding a temporary access road required by Leadbitters for the construction of the Priory Development. Access is required across the Triangle Field, Priory Road to which Hungerford Town Council as leaseholders have no objection. We are prepared to come to an agreement with Leadbitters, for this usage. We understand planning permission is not required as it is permitted development but would like confirmation of this.

I also attach a plan of the proposed access road and supporting documents. Construction is due to start 16th January 2012 and run to June 2013 and therefore the access is required to be in place for 16th Jan. As landowners please can you confirm that such access is acceptable within the terms of our lease and if not we would request that the lease be amended to accommodate this use. I await your advises and please do not hesitate to contact me should further information be required.

Regards



Claire Barnes  
Town Clerk  
Hungerford Town Council  
01488 686195

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-----Original Message-----

From: Brian Rawlings [mailto:BrianRawlings@Leadbitter.co.uk]  
Sent: 24 November 2011 14:37  
To: Claire Barnes; phewer@westberks.gov.uk  
Cc: Peter Dixon; Mike Miles; Simon Yung  
Subject: FW: 2011-11-24: The Priory Extra Care and Over 55S - Temporary Access Road  
Importance: High

Claire,

The email below from Mike Butler of West Berks Council to the Architect and the attached letter confirms that planning permission is not required for the access road, as it is deemed permitted development.

Regards,

Brian

-----Original Message-----

From: James Wallace [mailto:J.Wallace@hunters.co.uk]  
Sent: 24 November 2011 13:28  
To: 'MButler@westberks.gov.uk'  
Subject: 2011-11-24: The Priory Extra Care and Over 55S - Temporary Access Road

M8049 - 13.1

Dear Mike,

Many thanks for the attached correspondence. Dealing with the final paragraph, does that now mean we no longer need to submit a planning application for this temporary access road and storage compounds, given you deem it permitted development?

Kind regards

James Wallace  
Director  
Architecture

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J.Wallace@hunters.co.uk

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-----Original Message-----

From: Michael Butler [mailto:MButler@westberks.gov.uk]





Sent: 24 November 2011 10:39  
To: James Wallace  
Cc: David Crook  
Subject: Documents: 513251

<<DocID\_513251\_P1.doc>>

Dear James --please note the attached letter --please also note that the LPA have now deemed the new access route to be pd so no planning application will be required.

Apologies for any past confusion over differing advice on this issue .

Regards

mbb

This message has been scanned by Websense.

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Lisa

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