

Licence to occupy

(1) Jack Finehurst

and

(2) Pets Bedding Ltd

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DATE 4 April 2022

PARTIES

- (1) Jack Finehurst of 29 Chislehurst Way, Essex, CB1 6NU (**Licensor**)
- (2) Pets Bedding Ltd incorporated in England and Wales with company registration number 467912 whose registered office is at 29 Mallard Street, Bournemouth, BH2 8CF (**Licensee**)

1 Definitions

In this Licence, the following definitions apply:

Estate	the Licensor's industrial estate known as Mallory Industrial Estate, Bournemouth, BH1 1AA registered at HM Land Registry with title number NGL467891;
Legislation	<p>all legislation having effect in the United Kingdom at any time during the term of this Licence, including:</p> <p>(a) Acts of Parliament</p> <p>(b) orders, regulations, consents, licences, notices and bye laws made or granted:</p> <p>(i) under any Act of Parliament;</p> <p>(ii) by a local authority or by a court of competent jurisdiction;</p> <p>(c) any approved codes of practice issued by a statutory body;</p>
Licence	this Licence and any document supplemental or collateral to it;
Licence Area	warehouse no. 14 situated on the Estate;
Licence Fee	the monthly sum of £15,999 plus any VAT payable on that sum;
Licence Period	the period starting today and (unless terminated under clause 11.2) ending on the third anniversary hereof;
Permitted Items	soft furnishings only;
Utilities	electricity, electronic or wireless communications, drainage and gas supplies;
VAT	value added tax payable by virtue of the Value Added Tax Act 1994 or any similar tax levied in

addition to or by way of replacement for value added tax;

Working Day

any day other than Saturday, Sunday, or a bank or public holiday.

2 Interpretation

In this Licence:

- 2.1 the table of contents and clause headings are for reference only and do not affect its construction;
- 2.2 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 2.3 the words:
 - 2.3.1 'in particular', 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
 - 2.3.2 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
 - 2.3.3 'notice', 'notify', 'nominate' or 'request' (and any expression which is cognate with any of them) require the notice, notification, nomination or request to be in writing;
- 2.4 an obligation:
 - 2.4.1 to do something includes an obligation to procure that it is done;
 - 2.4.2 not to do something includes an obligation not to cause or allow that thing to be done;
 - 2.4.3 owed by or to more than one person is owed by or to them jointly and severally;
- 2.5 a reference to:
 - 2.5.1 the end of the Licence Period is to its expiry or sooner determination;
 - 2.5.2 particular Legislation is, unless otherwise specified, a reference to:
 - (a) that particular Legislation as amended, consolidated or re-enacted from time to time;
 - (b) all subordinate legislation made under it from time to time;
 - 2.5.3 'today' is to the date of this Licence;
- 2.6 any gender includes every gender;
- 2.7 the singular includes the plural, and vice versa;
- 2.8 'person' includes a corporate or unincorporated body.

3 Licence

3.1 In consideration of:

3.1.1 the Licence Fee; and

3.1.2 the Licensee's obligations in this Licence,

the Licensors grants the Licensee a non-exclusive licence to use the Licence Area for storage of the Permitted Items.

3.2 The Licensors grants the Licensee all rights of access over the service yards serving or forming part of the Estate as are reasonably required for the purpose of the licence granted under clause 3.1. These rights are granted:

3.2.1 in common with anyone else who is entitled to similar rights; and

3.2.2 on condition that the Licensee does not obstruct or interfere with the rights of any such person or the Licensors.

3.3 The Licensee acknowledges that the Licensors will have access to the Licence Area at all times to provide security services to the Licence Area and/or the Estate.

4 Payments

4.1 The Licensee must pay the Licence Fee to the Licensors by monthly instalments in advance on the first day of each month, the first payment to be made today, being a proportionate sum for the period from and including today to and including the day before the following first day of the following month.

4.2 In addition to the Licence Fee, the Licensee must pay within 5 Working Days of demand a fair proportion of:

4.2.1 the cost of Utilities supplied to and consumed within the Licence Area;

4.2.2 the cost incurred by the Licensors in insuring the Estate against damage or destruction caused by an event covered by a commercial all risks insurance policy maintained by the Licensors; and

4.2.3 other rates and outgoings of a periodically recurring nature incurred in respect of or attributable to the Licence Area.

5 Licensee's obligations

5.1 During the Licence Period, the Licensee must:

5.1.1 at its own cost and to the satisfaction of the Licensors, make good any damage caused to any part of the Estate by the exercise of the licence or rights granted under clause 3;

5.1.2 keep the Licence Area clean and tidy and not place in or on it, or the Estate, anything that might constitute an obstruction or a risk to the health and safety of anyone working at or visiting the Estate;

- 5.1.3 maintain appropriate policies of insurance to cover any damage caused to the Estate and the risk of damage or injury to any person or property caused by the exercise of the licence or rights granted under clause 3;
 - 5.1.4 comply with:
 - (a) all Legislation relating to the Licence Area and to the health and safety of persons working at or visiting the Estate; and
 - (b) all regulations made by the Licensor from time to time for the management and operation of the Estate;
 - 5.1.5 not display any signs or notices at the Licence Area without the consent of the Licensor;
 - 5.1.6 not do or omit to do anything which might vitiate any insurance in respect of the Estate; and
 - 5.1.7 not use the Licence Area or the access ways referred to in clause 3.2 so as to cause any nuisance, damage, disturbance, annoyance or interference to the owners, occupiers or users of the Estate or any nearby property.
- 5.2 At the end of the Licence Period, the Licensee must leave the Licence Area in a clean and tidy condition and free of all the Licensee's furniture, equipment, goods and chattels.

6 Dealings, sharing, etc

- 6.1 This Licence is personal to Pets Bedding Ltd (company registration number 467912), who must not deal with it, nor share or allow any other person to use the rights conferred by it, in any way whatsoever.
- 6.2 The rights granted under clause 3.2 may only be exercised by the Licensee and its employees.
- 6.3 The Licensor may, on 5 Working Days' notice, require the Licensee to share the Licence Area with another commercial occupier and the Licence Fee payable shall be reduced by the Licensor (acting reasonably) to reflect a fair proportion of the Licence Area that is being shared.

7 Remedying breach of Licensee's obligations

If the Licensor notifies the Licensee of a breach of the Licensee's obligations under this Licence, the Licensee must within 2 Working Days (or immediately in case of emergency) remedy that breach. If the Licensee does not do so, the Licensor may remedy the breach and all liability incurred by the Licensor is recoverable from the Licensee as a debt.

8 VAT

- 8.1 Any obligation of the Licensee to pay any sum under this Licence includes an obligation to pay any VAT properly payable in respect of the supply to which payment of that sum relates.
- 8.2 Any obligation of the Licensee to repay to or reimburse the Licensor in respect of any expenditure incurred by the Licensor includes an obligation to repay or reimburse any VAT forming part of that expenditure.

9 Interest

If the Licensee fails to pay any sum due under this Licence within 5 Working Days after the due date (whether formally demanded or not), the Licensee must pay interest on that sum at a rate of 4% above the base rate of Natwest Bank plc for the period beginning on the due date and ending on the date of payment (after as well as before any judgment).

10 Indemnity

The Licensee must indemnify and keep the Licensors indemnified against all liability arising directly or indirectly from:

- 10.1 the use of the Licence Area;
- 10.2 the exercise of any rights under this Licence;
- 10.3 any breach of the Licensee's obligations under this Licence.

11 Termination

- 11.1 This Licence automatically terminates at the end of the Licence Period.
- 11.2 The Landlord may terminate this Licence and re-enter the Licence Area (or any part of the Licence Area in the name of the whole) at any time after any of the following occurs:
 - 11.2.1 the whole or any part of the Licence Fee is unpaid 21 days after becoming payable (whether it has been formally demanded or not); or
 - 11.2.2 any breach of any condition of, or Licensee covenant in, this Licence.
- 11.3 Termination of this Licence does not release the Licensee from its obligation to pay the Licence Fee and any other sums due under this Licence up to the end of the Licence Period.

12 No warranty

The Licensors give no warranty that the Licence Area is fit for the purposes specified in this Licence.

13 Service of notices

Any notice required to be served under this Licence is validly served if delivered personally to the recipient or (in the case of notice served on the Licensee) if left at the Licence Area.

14 Limitation of liability

- 14.1 The Licensors are not liable to the Licensee or any other person for:

- 14.1.1 any damage or liability caused by:
 - (a) any stoppage or defect in any plant or machinery; or
 - (b) any interruption to services or Utilities;
serving the Estate or the Licence Area; nor
- 14.1.2 death of, or injury to, the Licensee; nor

14.1.3 damage to any property.

14.2 Nothing in clause 14.1 excludes or limits liability for death or personal injury caused by negligence.

15 No tenancy

The Licensee acknowledges that this Licence does not confer a right of exclusive possession in respect of any part of the Estate or the Licence Area. Nothing in this Licence is intended to create a tenancy and at the end of the Licence Period the Licensee has no right to remain at, or trade from, the Licence Area.

16 Third parties

Unless stated otherwise, nothing in this Licence confers any right on any person under the Contracts (Rights of Third Parties) Act 1999.

Signed by the parties on the date of this Licence

Signed:	<i>J Fincham</i>
	(Licensor)
Signed:	<i>G Grainge</i>
	(On behalf of the Licensee)

