

DATED

7th December

2018

HAREBELL 100 LTD

And

HAMPSHIRE COUNTY COUNCIL

LICENCE

in respect of the construction
of a temporary combined cycle way and footpath
at Land at Interbridges West site, Washington Road Emsworth

Barbara Beardwell
For For Head of Law and
Governance and Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

Licence to construct a temporary combined cycle way and footpath at Interbridges West site,
Washington Road Emsworth

This Licence is made the *7th* day of *December* 2018

BETWEEN:

1. HAREBELL 100 LTD of 6 Poole Road, Wimborne Dorset BH21 1QE registered at Companies House with the company registration number *05111858* ("the Company") and
2. HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire ("the County Council")

WHEREAS:

1. The County Council is the Highway Authority for Hampshire
2. The County Council is desirous of procuring the construction of a temporary combined cycle way and footpath ("the Footpath" which term includes any temporary footpath constructed under the provisions of this Licence or any renewal thereof) across Interbridges West Site Washington Road Emsworth in Hampshire in the position marked on the plans annexed hereto for the benefit of the property known as Interbridges West Site ("the Property")
3. The Company is the land Owner of the Property which is registered at the Land Registry under title number HP550643

NOW IT IS HEREBY AGREED as follows:

- (1) The Company hereby grants a Licence to the County Council and its contractors and agents to construct and remove from time to time during the period of this Licence a temporary combined cycle way and footpath in the position as shown on the location plans annexed hereto at Interbridges West Site Washington Road Emsworth in Hampshire

and the County Council accepts such Licence upon the terms hereinafter appearing

- (2) The company hereby grants a Licence to the County Council to construct and remove from time to time during the period of this Licence a combined cycle way and footpath in Hampshire as shown on the plan attached.
- (3) This Licence shall remain in force until any time after the expiration of a period of two years from the date hereof upon either party giving at least 3 months notice in writing
- (4) The construction of the Footpath is to be a 35mm 'Flexipave' (or the approved equivalent) the surface will be above a 100mm of Type 1 sub-base material.
- (5) A new field gate to be installed at the New Brighton Road connection to retain security against vehicles but allowing access for cycles.
- (6) The Footpath including any supports and fixtures shall be maintained in good repair and condition
- (7) On the termination of the Footpath the County Council shall at its own expense, remove such parts of the materials used in the construction of the Footpath that can be re-cycled for use elsewhere.
- (8) The County Council shall indemnify the Company against all actions proceedings costs claims demands and liability which may at any time hereafter properly be taken made or incurred in consequence of the erection maintenance or use of the Footpath or any failure to comply with any of the conditions of the Licence
- (9) If any damage or defects shall happen to the Footpath such damage or defects shall as soon as practicable be made good by the County Council
- (10) The County Council shall for each event that the Footpath shall be constructed maintain adequate public liability insurance of an amount not less than TEN MILLION POUNDS (£10,000,000) in respect of any one claim or such greater amount as the Company shall reasonably require with such insurance company as may be approved by the company (such approval not to be unreasonably withheld) and shall produce to the Company on demand the said policy with the receipt for the current premium thereof whenever called upon to do so
- (11) If at any time from the date hereof the County Council shall desire to terminate the Licence hereby granted or any extension thereof and shall not less than two weeks before the date upon which the County Council desires to terminate the said Licence give notice in writing to the Company of that desire then the said Licence shall immediately on the expiration of the said period of notice be terminated but without prejudice to the rights of the County Council or the Company against the other in respect of any antecedent breach of contract

- (12) The County Council shall pay to the company the sum of FOUR HUNDRED POUNDS (£400) in respect of its legal costs and the sum of ONE PEPERCORN in respect of the grant of this Licence
- (13) Any notice given pursuant to this licence must be in writing and must be delivered by hand or, sent by pre-paid first class post, or recorded delivery post. A correctly addressed notice sent by pre-paid first class post will be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- (14) A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- (16) This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- (17) The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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Executed as a deed by affixing
THE COMMON SEAL of
HAMPSHIRE COUNTY COUNCIL



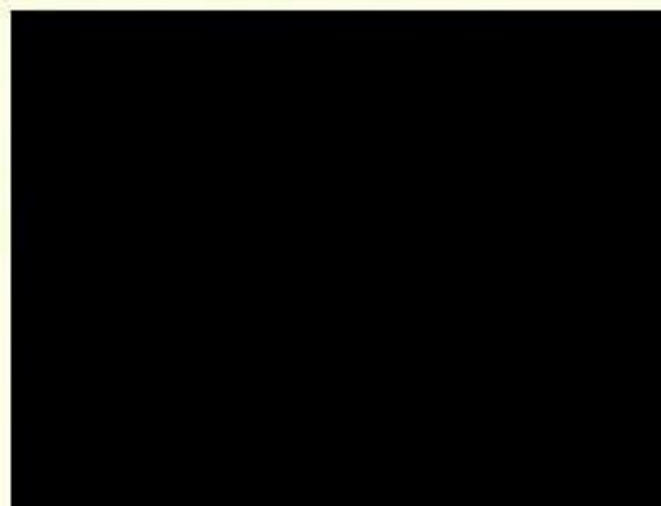
In the presence of:



Authorised Signatory

SIGNED by an
authorised signatory
on behalf of HAREBELL 100 LTD

Authorised Signatory





REPRODUCED FROM THE ORDINANCE SURVEY MAPS
WITH THE PERMISSION OF THE CONTROLLER OF HER
MAJESTY'S STATIONERY OFFICE. CROWN COPYRIGHT ©
UNAUTHORISED REPRODUCTION INFRINGES CROWN COPYRIGHT
AND MAY LEAD TO PROSECUTION OF CIVIL PROCEEDINGS.
"HAMPSHIRE COUNTY COUNCIL 076651"