

**LICENCE TO OBTAIN SUBTIDAL ECOLOGICAL GRAB SAMPLES
(COMMERCIAL)
PARTICULARS**



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| Date of the Licence | 30 th April 2013 . |
| 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 | RWE npower of RWE npower, Mailpoint, 7e, Trigonos, Windmill Hill Business Park, Swindon, SN5 6PB |
| Authorised Position | The foreshore & seabed of Milford Haven Estuary, Milford Haven, Pembrokeshire shown on the attached plan UKP/PMB/0307/B |
| Commencement Date | 30 th April 2013 |
| Licence Fee | £1100 per annum |
| Payment Date | 30 th April 2013 and every anniversary of that date while this Licence continues |
| Permitted Purpose | Ecological Subtidal Grab Surveys at sites 2,4,6,7,8,9,10,11,12,13,14,15,16 & 17 |
| Rights | The right to enter over and above sites 2,4,6,7,8,9,10,11,12,13,14,15,16 & 17 for the permitted use in the Authorised Position |
| Permitted Use | In accordance with Welsh Government Marine Consents Licence for the retrieval of Subtidal Ecological Grab samples at sites 2,4,6,7,8,9,10,11,12,13,14,15,16 & 17 as indicated by plan UKP/PMB/0307/B |
| Notice Period | 1 months |
| Additional Obligations which apply | The licensee must ensure permission is obtained from Pembrokeshire County Council should any of the licensees proposed sites on plan UKP/PMB/0307/B fall within the demise of Pembrokeshire County Councils Regulating Lease |

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


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Signed by
for and on behalf of
the Licensee


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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 12.
- 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 by Bankers Standing Order.
- 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) 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 and indemnify the Licensor against 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 which (where it is chargeable) must be paid to the Licensor at the same time.

6 Permitted Use

- 6.1 The Licensee must not carry out any works or install any equipment or structures upon the Authorised Position other than the permitted use and must not make any alterations or additions to the permitted use.
- 6.2 In the exercise of the Rights the Licensee must not:
 - 6.2.1 cause any damage to the foreshore, seabed, riverbed or environment (except in so far as is reasonably necessary to carry out the permitted purpose); or
 - 6.2.2 do anything which causes or may cause pollution or harm to the environment.
- 6.3 On termination of this Licence the Licensee must withdraw and restore the Authorised Position (and any adjoining foreshore, seabed or riverbed affected by the permitted use) to the Licensor's reasonable satisfaction.

7 Use

- 7.1 The Licensee must not alter the permitted use for any purpose other than the permitted use.
- 7.2 The Licensee must not exercise the permitted use in a way which in the reasonable opinion of the Licensor may be or become a nuisance or cause damage to the Licensor or the owners, occupiers or users of adjoining or neighbouring property.

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, permissions licences or approvals 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 permitted use or the exercise of the Rights.

10 **Liabilities and Insurance**

- 10.1 The Licensee must indemnify the Licensor and keep the Licensor indemnified against all actions, proceedings, claims and demands brought or made and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise in connection with:-
- 10.1.1 the exercise or purported exercise of the Rights;
 - 10.1.2 the permitted use;
 - 10.1.3 any act neglect or default of the Licensee or anyone exercising the Rights with the express or implied authority of the Licensee; or
 - 10.1.4 any breach of the Licensee's obligations under this Licence.
- 10.2 The Licensee will not be liable under this Condition 10.1 to the extent that the actions, proceedings, claims, demands, losses, damages, costs, expenses or liabilities are due to the negligence of the Licensor or its employees, agents or contractors
- 10.3 The Licensee must:
- 10.3.1 take out and maintain third party and public liability insurance in respect of the permitted use and the exercise of the Rights in such sum in respect of each and every claim as the Licensor may from time to time reasonably require and on terms approved by the Licensor (such approval not to be unreasonably withheld) and with the interest of the Licensor noted on the policy; and
 - 10.3.2 produce a copy or full details of the policy of insurance and evidence that it is in force when requested to do so by the Licensor

11 **Transfer of Licence**

- 11.1 This Licence is personal to the Licensee and or the Licensees approved contractors and is not capable of being transferred to a third party.

12 **Termination**

- 12.1 The Licensor may terminate this Licence at any time with immediate effect by giving written notice to the Licensee if:
- 12.1.1 the Licence Fee or any part of its remains unpaid for more than 21 days after the Licensor has given written notice to the Licensee (referring to this Condition 12) that it is due; or
 - 12.1.2 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 12) of the breach requiring it to be remedied within a reasonable time (specified in the notice) and the Licensee has failed so to do.
- 12.2 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 12) of the breach requiring it to be remedied within a reasonable time (specified in the notice) and the Licensor failed so to do.
- 12.3 After termination under Condition 1 or this Condition 12 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.

13 **Miscellaneous**

- 13.1 In this Licence:

- 13.1.1 "Conditions" means these Conditions and "Particulars" means the section so headed at the beginning of this Licence;
 - 13.1.2 words and expressions in the left hand column of the Particulars have the meaning given in the right hand column of the Particulars;
 - 13.1.3 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;
 - 13.1.4 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;
 - 13.1.5 the singular includes the plural and vice versa and words importing any gender include every gender;
 - 13.1.6 "person" includes corporate bodies; and
 - 13.1.7 the headings are for reference only and shall not affect the construction or interpretation of these Conditions.
- 13.2 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 Marine Estates 16 New Burlington Place London W1S 2HX or a substitute address notified by the Licensor to the Licensee.
- 13.3 This permission is given subject to the public rights of navigation and fishing.
- 13.4 A person who is a not a party to this Licence does not have a right to enforce any of its terms.

