



LICENCE TO INSTALL AND USE WORKS

PARTICULARS

Date of the Licence	02 April 2020
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	For the Love of the Sea Limited (Registration No. 8172) of Ffynnon Bach, Grosmont, Abergavenny, NP7 8EP
Guarantor	Owen Haines of Ffynnon Bach, Grosmont, Abergavenny, NP7 8EP
Authorised Position	the seabed at Ramsey Sound in the County of Pembrokeshire shown coloured pink on the attached plan.
Commencement Date	1 August 2020
Expiry Date	31 July 2025
Licence Fee	£280 per annum subject to review on each Review Date in accordance with Condition 12.
Notice Period	3 months
Payment Date	1 August 2020 and every anniversary of that date while this Licence continues.
Permitted Purpose	The non-commercial trial cultivation of a mixture of aquatic species including: Various native seaweed species (including but not limited to kelps and porphyra), and a variety of native shell fish (including but not limited to mussels, oysters, clams, scallops and cockles)
Review Date	1 August 2025 and every fifth anniversary of that date while this Licence continues
Rights	the right to install and use the Works in the Authorised Position.
Works	A set of each of the following in each of the two locations: - two AC14 200kg ship anchors with 8 metres of ground chain with half inch risers to Trinity House buoys - 100 m head line of 16mm poly steel rope;

	- Attached to the head line, every 5 metres a cylindrical exposed site mussel float; - Several 5 meter lengths of headline will be seeded with native seaweed. Beneath each float will be hung different shellfish, with a variety of equipment mesh size/stocking densities to trial optimal cultivation.	
Additional Obligations which apply	None	
Generated Horizon Numbers	Licence No: 00021377	Property No: 0020277

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

DocuSigned by:

B61322BAA6D149C.....
Gary Thompson

Signed by
for and on behalf of
the Licensee


.....

Signed by
the Guarantor


.....
Owen Haines

Conditions

1. COMMENCEMENT AND DURATION

- 1.1 This Licence will commence on the Commencement Date and will continue until the Expiry Date or until terminated by the Licensor or the Licensee under this Condition 1 or under Condition 14.
- 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

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

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

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. TRANSFER OF LICENCE

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

7. WORKS

- 7.1 The Licensee must maintain and keep the Works in good, safe and substantial repair and condition.
- 7.2 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.
- 7.3 The Licensee must not carry out any dredging activity.
- 7.4 In the exercise of the Rights the Licensee must not:
 - 7.4.1 cause any damage to the foreshore, seabed, riverbed or environment (except in so far as is reasonably necessary to install the Works); or
 - 7.4.2 do anything that breaches any permission or consent granted by Natural Resources Wales or any other statutory authority; or
 - 7.4.3 do anything which causes or may cause pollution or harm to the environment.
- 7.5 On termination of this Licence the Licensee must remove the Works 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 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.

8. USE

- 8.1 The Licensee must not use the Works for any purpose other than the Permitted Purpose.
- 8.2 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 cause damage to the Licensor or the owners, occupiers or users of adjoining or neighbouring property.
- 8.3 The Licensee must use his best endeavours to avoid any unnecessary damage to or destruction of wildlife, flora or fauna and their natural habitat.
- 8.4 The Licensee must not crop any oysters or other shellfish [or scallops, mussels etc] that naturally exist or form on the Authorised Position.
- 8.5 The Licensee must maintain the Authorised Position in a clean and tidy and safe condition and keep the Authorised Position clear of all rubbish or old or abandoned equipment
- 8.6 The Licensee must ensure that the Works are well marked so that the location is clearly visible to the crew of passing vessels.

9. LICENSOR'S RIGHTS OF CONTROL AND INSPECTION

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.

10. STATUTORY REQUIREMENTS

- 10.1 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 and supply copies of them to the Licensor within 5 Working Days of the Licensor's request.
- 10.2 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 or port authority that may be applicable to the Works or the exercise of the Rights.

11. LIABILITIES AND INSURANCE

- 11.1 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:-
 - 11.1.1 the exercise or purported exercise of the Rights;
 - 11.1.2 the state of repair or condition of the Works;
 - 11.1.3 any act neglect or default of the Licensee or anyone exercising the Rights with the express or implied authority of the Licensee; or
 - 11.1.4 any breach of the Licensee's obligations under this Licence.
- 11.2 The Licensee will not be liable under this Condition 11.1 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
- 11.3 The Licensee must:
 - 11.3.1 take out and maintain (or procure that there is taken out and maintained) with a reputable insurer appropriate third party and public liability insurance in respect of the Works and the exercise of the Rights in such sums and on such terms as a skilled and experienced operator and owner of the Works would reasonably consider necessary and with the interest of the Licensor noted on the policy; and
 - 11.3.2 produce a copy or full details of the policy of insurance and evidence that it is in force within 5 Working Days of the Licensor 's request.

12. INDEXATION

12.1 In this Condition 12 the following expressions have the following meanings:

Index	the all items Index of Retail Prices published by the Office for National Statistics or any successor ministry, department or agency and any substitute index for it under Condition 12.
Indexation	has the meaning given in Condition 12.2.1 and " Indexed " and other derivative terms are to be construed accordingly.
Indexation Formula	the following formula: $D = C \times \frac{A}{B}$ where: A = the value of the Index for the month that is two months earlier than the month of the relevant Review Date B = (a) at the first Review Date, the value of the Index for the month that is two months' earlier than the month of the Start Date; and (b) at each subsequent Review Date, the value of the Index for the month that is two months' earlier than the month of the previous Review Date C = the Licence Fee that is to be Indexed (the figure for C incorporating all previous increases in the sum at previous Review Dates) D = the sum after Indexation

12.2

- 12.2.1 Where in this Licence a sum is expressed to be subject to review then that sum shall be increased with effect from (and including) each Review Date using the Indexation Formula.
- 12.2.2 In the Indexation Formula, if the reference base used to compile the Index changes after B is published but before A is published, A will be adjusted so that it is the figure that would have been shown in the Index if the change had not been made.
- 12.2.3 If it becomes impossible to calculate the Indexation at any Review Date by reference to the Index because of a change in the methods used to calculate the Index after the date of this Licence or for any other reason, then another index will be substituted by agreement between the Licensor and the Licensee.

13. ADDITIONAL OBLIGATIONS

- 13.1 The obligations in this Condition 13 only apply where stated to apply in the Particulars.
- 13.2 The Licensee must not use the Works except for mooring such vessel or vessels as are approved in writing by the Licensor.
- 13.3 The Licensee must not allow any leakage or escape of effluent from the Works except at the proper point of discharge.
- 13.4 If the Licensor is obliged by law or if reasonably requested by the Licensor the Licensee must at its own expense raise the height of the Works to the extent the Licensor reasonably requires.
- 13.5 If the Works become exposed the Licensee must at its own expense relay the Works to the depth the Licensor reasonably requires.

14. TERMINATION

- 14.1 The Licensor may terminate this Licence at any time with immediate effect by giving written notice to the Licensee if:
 - 14.1.1 the Licence Fee or any part of its remains unpaid for more than 15 Working Days after the Licensor has given written notice to the Licensee (referring to this Condition 14) that it is due; or
 - 14.1.2 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 14) of the breach requiring it to be remedied within a reasonable time (specified in the notice) and the Licensee has failed so to do.
- 14.2 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 14) of the breach requiring it to be remedied within a reasonable time (specified in the notice) and the Licensor failed so to do.
- 14.3 After the Expiry Date or after termination under Condition 1 or this Condition 14 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 7.5 and 11.

15. MISCELLANEOUS

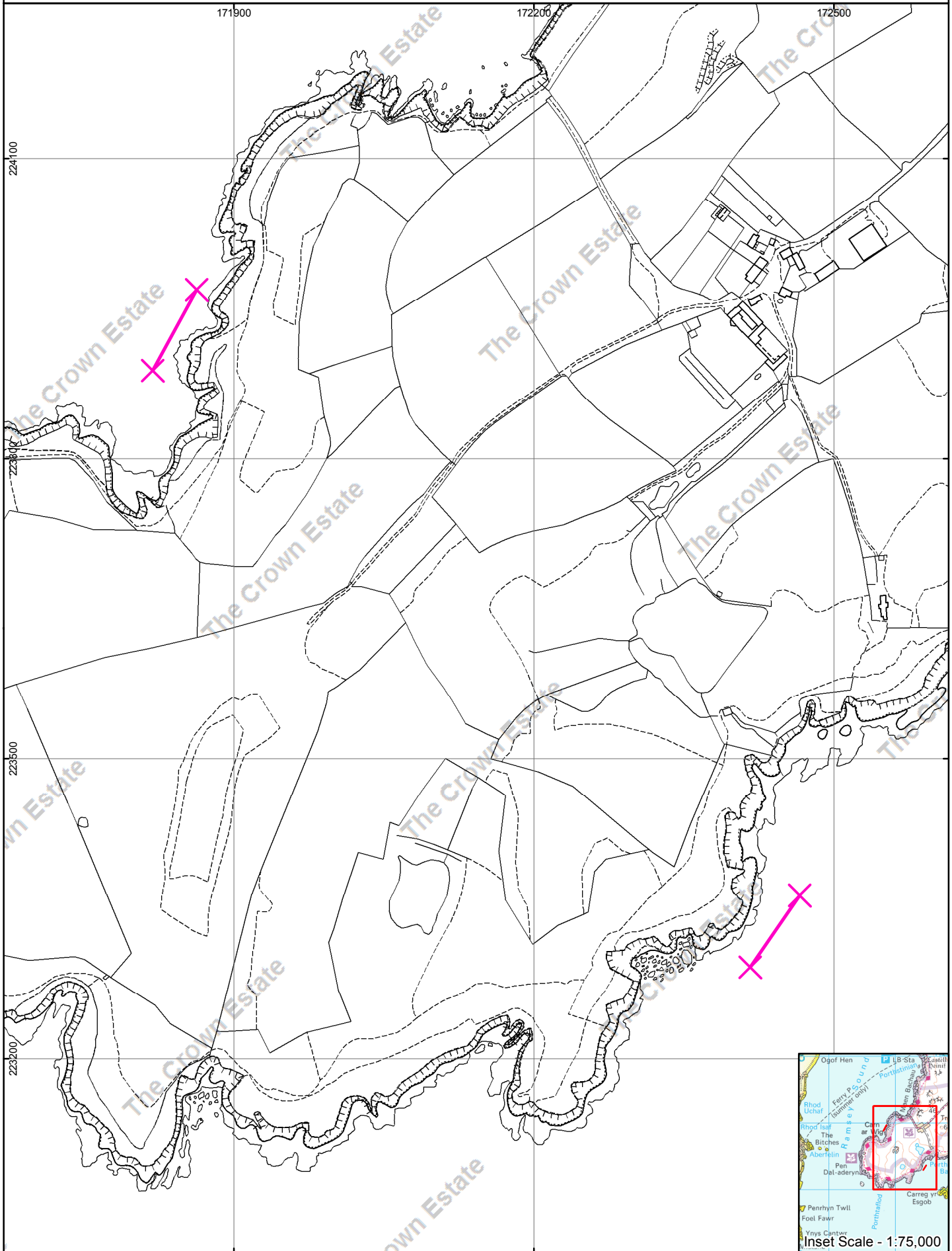
- 15.1 In this Licence:
 - 15.1.1 "Conditions" means these Conditions and "Particulars" means the section so headed at the beginning of this Licence;

- 15.1.2 words and expressions in the left hand column of the Particulars have the meaning given in the right hand column of the Particulars;
 - 15.1.3 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;
 - 15.1.4 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;
 - 15.1.5 the singular includes the plural and vice versa and words importing any gender include every gender;
 - 15.1.6 "person" includes corporate bodies; and
 - 15.1.7 the headings are for reference only and shall not affect the construction or interpretation of these Conditions;
 - 15.1.8 the words "include" and "including" are deemed to be followed by the words "but not limited to"; and
 - 15.1.9 a Working Day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.
- 15.2 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 Legal Team, 1 St James's Market, London SW1Y 4AH or a substitute address notified by the Licensor to the Licensee.
- 15.3 This permission is given subject to the public rights of navigation and fishing.
- 15.4 A person who is not a party to this Licence does not have a right to enforce any of its terms.

16. GUARANTOR

- 16.1 The Guarantor unconditionally and irrevocably covenants with and guarantees to the Licensor that the Licensee will pay the Licence Fee and Supplemental Licence Fee and other sums payable when the same falls due and fully discharge his obligations under the terms of this Licence.
- 16.2 The guarantee and covenant contained in Condition 17.1 shall impose on the Guarantor the same liability as if the Guarantor were himself the principal debtor in respect of the Licence Fee and Supplemental Licence Fee and other sums payable and fully liable for all obligations of the Licensee under the terms of this Licence.
- 16.3 The liability of the Guarantor shall be a joint and several liability with the Licensee for the Licence Fee and Supplemental Licence Fee and other sums payable and other obligations of the Licensee in accordance with this Licence.

- 16.4 In the case of more than one Guarantor the liability of each Guarantor shall be a joint and several liability with the Licensee and any other Guarantor for the Licence Fee and Supplemental Licence Fee and other sums payable and other obligations of the Licensee in accordance with this Licence.
- 16.5 The Licensors may enforce his rights against the Guarantor without first making a demand on or taking proceedings against the Licensee.
- 16.6 No failure or delay on the part of the Licensors to exercise any power, right or remedy under the terms of this Licence or at law shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any such power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy
- 16.7 Any notice, demand or legal process to be served on the Guarantor by the Licensors in connection with this Licence shall be sufficiently served if delivered to or if sent by registered or recorded delivery post to the Guarantor at his address stated in this Licence.

Foreshore at Ramsey Sound mixed Aquaculture - Licence Plan**Pembroke****SM7123 & SM7223**

GIS_2019_1062_v1

Author: SS

QA: CL

1:5,000 @ A4

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0 50 100 150 200
metres

Date: 10/09/2019

TCE Ref: 24-33-14

OS Edn: February 2019 MasterMap & 50 000 Scale Raster.

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THE CROWN ESTATE