

**Dated 16<sup>th</sup> August 2019**

**Mr D Jones**

**and**

**[ J.C. & M.W. Suckley ]**

**LICENCE TO ENTER LAND FOR THE PURPOSE OF  
ABSTRACTING WATER**

**relating to**

**Land At Fferm Farm**

**Ilansantffriad**

**THIS LICENCE** is dated 11<sup>th</sup> February 2019

**PARTIES**

- (1) **Mr D Jones, Fferm, Llansantffriad, Powys SY22 6XS (Licensor).**
- (2) **J.C. & M.W.Suckley of Hopton Farm Nesscliffe Shrewsbury Shropshire SY4 1DJ (Licensee).**

**AGREED TERMS**

**1. Interpretation**

- 1.1. The definitions and rules of interpretation in this clause apply in this agreement.

**Abstraction Licence:** a licence to abstract water anticipated to be granted and issued by Natural Resources Wales ('NRW') pursuant to application number [ ] made by the Licensee to NRW.

**Abstraction Point:** the point at which the Licensee shall have the right to abstract water from the watercourse on the Licensor's Property marked "X" on the Plan, or such other point as shall be agreed between the parties from time to time.

**Licence Period: 1<sup>st</sup> March to 30<sup>th</sup> October 2020** the period from and including the date hereof to and until the date on which this licence is determined in accordance with clause 4

**Licence Fee:** a sum of £1 paid by the Licensee to the Licensor.

**Licensor's Property:** the property at Fferm Lansantffriad SY22 6XS shown shaded pink on the plan

**Long Stop Date: 30<sup>th</sup> October 2020**

**Permitted Use:** to pass and repass with or without vehicles over and along the Licensor's Property by such route as shall be agreed between the parties from time to time for the purpose of obtaining access to and from the Abstraction Point at all times and to abstract water from the Abstraction Point in accordance with the terms of the Abstraction Licence.

**Plan:** the plan attached to this licence.

- 1.2. Clause headings shall not affect the interpretation of this agreement.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9. A reference to writing or written includes faxes but not e-mail.
- 1.10. Any obligation in this licence on a person not to do something includes an obligation not to agree or allow that thing to be done and to prevent such an act or thing being done by a third party.
- 1.11. References to clauses are to the clauses of this licence.
- 1.12. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13. Unless otherwise expressly provided, the obligations and liabilities of the Licensee under this licence are joint and several.

## **2. Licence to Use**

- 2.1. In consideration of the Licence Fee, payment of which is hereby acknowledged by the Licensor, and subject to clause 3 and clause 4, the Licensor permits the Licensee by way of licence only to use the Licensor's Property for the Permitted Use for the Licence Period under the terms of this written licence in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Permitted Route for the Permitted Use).
- 2.2. The Licensor warrants that it is the owner of the Licensor's Property
- 2.3. The Licensee acknowledges that:

- 2.3.1. the Licensee shall use the Licensor's Property as a licensee and not as of right; and
- 2.3.2. the Licensor retains control, possession and management of the Licensor's Property and the Licensee has no right to exclude the Licensor from the Licensor's Property.
- 2.4. This licence is personal to the Licensor and the Licensee and neither of them may assign or otherwise transfer the benefit of it.

### **3. Licensee's Obligations**

The Licensee agrees and undertakes:

- 3.1.1. not to use the Licensor's Property other than for the Permitted Use;
- 3.1.2. not to do or permit to be done on the Licensor's Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring property;
- 3.1.3. not to cause or permit to be caused any damage to:
  - 3.1.3.1. the Licensor's Property or any neighbouring property; or
  - 3.1.3.2. any property of the owners or occupiers of the Licensor's Property or any neighbouring property.
- 3.1.4. not to obstruct the Licensor's Property or deposit any waste, rubbish, soil or other material on any part of the Licensor's Property or in any other way interfere with, or disturb, the Licensor or any others authorised by the Licensor to use the Licensor's Property;
- 3.1.5. not to authorise any other person to use the Licensor's Property except the Licensee's employees or the Licensee's invitees to the Licensor's Property;
- 3.1.6. to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - 3.1.6.1. this licence;
  - 3.1.6.2. any breach of the Licensee's undertakings contained in clause 3; and/or
  - 3.1.6.3. the exercise of any rights given in clause 2.

#### **4. Termination**

- 4.1. This licence shall end on The Long Stop Date if the Abstraction Licence has not been granted by such date
- 4.2. Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this licence.

#### **5. Notices**

- 5.1. Any notice required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, to each party required to receive the notice at the addresses set out above or as otherwise specified by the relevant party by notice in writing to each other party.
- 5.2. Any notice shall be deemed to have been duly received:
  - 5.2.1. if delivered personally, when left at the address and for the contact referred to in this clause; or
  - 5.2.2. if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the second working day after posting.
- 5.3. A notice required to be given under this licence shall not be validly given if sent by e-mail.
- 5.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### **6. Rights of Third Parties**

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.

#### **7. Governing Law and Jurisdiction**

- 7.1. 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.
- 7.2. 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 licence or its subject matter or formation (including non-contractual disputes or claims).


This licence has been entered into on the date stated at the beginning of it.

Signed by

Licensor - Mr D Jones

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Signed by

  
Licensee - C. M. Beasley for J.C. & M. W. Suckley

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