

Report on Licence for Emergency Access

Parties	<p>(1) Hertfordshire County Council (Licensor)</p> <p>(2) East Hertfordshire District Council (Licensee)</p>
Licensor's Property	Property registered under HD464701 as shown edged red on Plan 2 excluding the Sold Land (being the land edged red on Plan 3)
Licensee's Property	Leasehold Property registered under HD599007 as shown edged red on Plan 1 (NB. this does not extend to EHDC's freehold title)
Licence terms	<p>The Licensor permits the Licensee to use the Permitted Route for the Permitted Use for the Licence Period in common with the Licensor and others (so far as not inconsistent with the Licensee's use of the Permitted Route for the Permitted Use).</p> <p>So far as the Licensor is able to do so, the Licensor permits the Licensee to exercise the rights granted for the benefit of the Licensor's property pursuant to a conveyance dated 16 January 1928 as varied by a Deed dated 2 February 1995 ("the Deed"), but only insofar as such rights refer to a pedestrian access and do not interfere with the Licensor's exercise of the same or the ability to exercise the same.</p> <p>This is a licence arrangement and as such, no rights are granted, there is no relationship of landlord and tenant, the Licensor retains control, possession and management of the Permitted Route and cannot be excluded from it and this arrangement is personal to the Licensor and so cannot be assigned or transferred by either party.</p> <p>There is a declaration that the Licensee has satisfied itself as to the suitability of the Permitted Route and the ability of the Licensor to grant the Licence. The Licensor gives no warranty of its ability to grant the Licence.</p>
Permitted Use	The Permitted Use is defined as being to pass and repass on foot only over and along those parts of the Permitted Route within the Licensor's Property to and from Yew Tree Place (as shown on Plan 2) in the event of a fire or other emergency but for no other purpose.
Permitted Route	The footpath is shown coloured brown on Plan 2.
Licence fee	A peppercorn.
Licensee's obligations	<p>These are set out in clause 3 and are As follows:</p> <p>(1) To pay the Licence Fee every year on 1 February.</p>

	<p>(2) Not to use the Permitted Route other than for the Permitted Use and not in such a way as to cause the Licensor to be in breach of the covenants within the Deed.</p> <p>(3) Not to do anything on the Permitted Route which is illegal, be a nuisance (actionable or not), annoyance, inconvenience or disturbance to the Licensor or neighbouring owners.</p> <p>(4) Not cause or permit to be caused any damage to the Licensor's Property or neighbouring property or any property of the owners or occupiers of such land.</p> <p>(5) Not to obstruct the permitted Route or deposit any waste, rubbish, soil or other material on it.</p> <p>(6) Not in any way to interfere with or disturb the Licensor or any others using the Permitted Route.</p> <p>(7) Not to authorise any other person to use the Permitted Route except the Licensee's employees or invitees to the Permitted Route.</p> <p>(8) Not to do anything that might constitute a breach of any necessary consents or which might vitiate in whole or part any insurance effected by the Licensor in respect of the Licensor's Property.</p> <p>(9) To give to the Licensor written notice within 1 month of any transfer, that the Licensee has transferred the Licensee's Property with the name and address of the Transferee.</p> <p>(10) To indemnify the Licensor against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from the Licence or a breach of the Licensee's undertakings or exercise of the licensed rights.</p>
Licensor's obligations	<p>The Licensor will disclose the existence of the Licence to any party acquiring a legal interest in the Licensor's Property and will use reasonable endeavours to assist the Licensee in their negotiations to enter into a new licence with the acquiring party if it disposed of the Licensor's Property.</p>
Termination	<p>The termination provisions are set out in clause 5 and the Licence shall end on the earliest of:</p> <p>(a) The Licensee giving notice to terminate to the Licensor;</p>

	<p>(b) The end of the contractual term of the Lease of the Licensor's Property made between the Licensor and the Licensee dated 18 March 2021;</p> <p>(c) The Licensor disposing of its interest in the Licensor's Property;</p> <p>(d) The Licensor giving not less than 20 working days' notice to the Licensee where the Licensee is in breach of its obligations in the Licence and has not made good such breach within a reasonable period from having received notice of the breach from the Licensor; and</p> <p>(e) The Licensor giving notice that the owners of Yet Tree Place have lodged an objection or challenge to the use or the validity of the use of the Permitted Route by the Licensee or the Licensor.</p> <p>The Licence shall end on 10 working days' notice given by the Licensor to the Licensee at any time for breach of the Licensee's obligations.</p>
No warranty	<p>The Licensor gives no warranty that the Permitted Route is in a safe condition and fit or capable of being used for the Permitted Use. The Licensee acknowledges that it does not rely on and shall have no remedies in respect of any representation or warranty (made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of the Licence. Nothing shall limit or exclude liability for fraud.</p>
Limitation of Licensor's Liability	<p>Clause 8 of the Licence sets out the limits of the Licensor's liability. In essence, the Licensor is not liable for death, injury, damage to property of the Licensee, employees or invitees (except caused by the Licensor's negligence). Furthermore, the Licensor is not liable for any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Licensee, their employees or invitees. The Licensor's liability shall not be limited or excluded where to do so would be unlawful for the Licensor to exclude or restrict liability.</p>