

**Dated**

**2023**

**LICENCE FOR EMERGENCY ACCESS**

**relating to**

**Northgate, Bishop's Stortford**

**between**

**HERTFORDSHIRE COUNTY COUNCIL**

**and**

**EAST HERTFORDSHIRE DISTRICT COUNCIL**



**Weightmans LLP  
No 1 Spinningfields  
Hardman Square  
Manchester  
M3 3EB  
Tel: 0345 073 9900  
Fax: 0345 073 9950  
Ref: ANS 9008500/900048**

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**This Licence** is dated

## **Parties**

- (1) HERTFORDSHIRE COUNTY COUNCIL of County Hall, Pegs Lane, Hertford SG13 8DQ (Licensor);
- (2) EAST HERTFORDSHIRE DISTRICT COUNCIL of Wallfields, Pegs Lane, Hertford SG13 8EQ (Licensee).

## **Agreed terms**

# **1 Interpretation**

The following definitions and rules of interpretation apply in this Licence.

### **1.1 Definitions:**

<b>"Competent Authority"</b>	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
<b>"Lease"</b>	A lease made on 18th March 2021 between 1) Hertfordshire County Council and 2) East Hertfordshire District Council in respect of the land defined in this licence as the Licensee's Property
<b>"Licence Fee"</b>	a peppercorn
<b>"Licence Fee Commencement Date"</b>	the date of this Licence.
<b>"Licence Period"</b>	the period from and including the date of this deed until the date on which this Licence is determined in accordance with clause 4.
<b>"Licensee's Property"</b>	the leasehold property at Northgate, Bishop's Stortford shown edged red on the Plan 1 and registered at HM Land Registry under title numbers HD599007.
<b>"Licensor's Property"</b>	the property at Northgate, Bishop's Stortford shown edged red on Plan 2 and registered at HM Land Registry under the title number

HD494701 and each and every part of it but excluding the Sold Land

**"Necessary Consents: "**

all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required in connection with this licence

**"Permitted Route"**

the footpath which passes in part over the Licensor's Property and which is shown coloured brown on Plan 2.

**"Permitted Use"**

to pass and repass on foot only over and along those parts of the Permitted Route within the Licensors Property to and from Yew Tree Place in the event of fire or other emergency but for no other purpose .

**"Plan 1"**

the plan attached to this Licence and marked Plan 1 .

**"Plan 2"**

the plan attached to this Licence and marked Plan 2.

**"Plan 3"**

the plan attached to this Licence and marked Plan 3.

**"Sold Land"**

means the land shown edged in red on Plan 3 which is not subject to the terms of this licence.

**"VAT"**

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

**"Yew Tree Place"**

the road and footpath known as Yew Tree Place and marked as such on Plan 2

1.2 Clause headings shall not affect the interpretation of this Licence.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to writing or written excludes faxes and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and to use best endeavours to prevent that thing being done by another person.
- 1.10 References to clauses are to the clauses of this Licence.
- 1.11 Any words following the terms including, include, in particular, for example 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.
- 1.12 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2 Licence to use**

- 2.1 Subject to clause 3 and clause 5, the Licensor permits the Licensee to:
  - 2.1.1 use the Permitted Route 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).
  - 2.1.2 as far as the Licensor is able to do so to exercise the rights granted for the benefit of the Licensor's Property pursuant to a conveyance made on 16 January 1928 as varied by a Deed dated 2 February 1995 under the terms of this written licence in common with the Licensor and all others authorised by the Licensor, but only insofar as such rights refer to a pedestrian access and do not interfere with the Licensor's exercise of same or the ability to exercise same.
- 2.2 The Licensee acknowledges that:
  - 2.2.1 the Licensee shall use the Permitted Route as a licensee and not as of right;

- 2.2.2 the Licensee shall use the Permitted Route as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence; and
  - 2.2.3 the Licensor retains control, possession and management of the Permitted Route and the Licensee has no right to exclude the Licensor from the Permitted Route.
  - 2.2.4 the Licensee has satisfied itself in relation to the suitability of the Permitted Route and of the ability of the Licensor to grant this licence and to licence the rights referred to in clause 2.1.2 and that the Licensor provides no warranty or assurance that it may grant or licence same
- 2.3 This Licence is personal to the Licensor and the Licensee and neither of them may assign or otherwise transfer the benefit or burden of it.

### **3 Licensee's obligations**

- 3.1 The Licensee agrees and undertakes:
- 3.1.1 to pay to the Licensor the Licence Fee payable without any deduction on 1<sup>st</sup> February in each calendar year;
  - 3.1.2 not to use the Permitted Route other than for the Permitted Use and not in such a way to cause the Licensor to be in breach of the covenants and conditions contained or referred to in the conveyance of 6 January 1928 (as varied by the Deed dated 2 February 1995) referred to in clause 2.1.2;
  - 3.1.3 not to do or permit to be done on the Permitted Route anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or the owners of any neighbouring property;
  - 3.1.4 not to cause or permit to be caused any damage to:
    - (a) the Licensor's Property or any neighbouring property; or
    - (b) any property of the owners or occupiers of the Licensor's Property or any neighbouring property.
  - 3.1.5 not to obstruct the Permitted Route 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 Permitted Route;

- 3.1.6 not to authorise any other person to use the Permitted Route except the Licensee's employees or the Licensee's invitees to the Permitted Route;
- 3.1.7 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Licensor's Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Licensor's Property from time to time;
- 3.1.8 to give the Licensor notice in writing, within one month of completion of the transfer, that the Licensee has transferred the Licensee's Property and the name and address of the transferee.
- 3.1.9 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:
  - (a) this Licence;
  - (b) any breach of the Licensee's undertakings contained in clause 3; and
  - (c) the exercise of any rights given or licensed in clause 2

#### **4 Licensor's obligation**

The Licensor will disclose this licence to any party acquiring a legal interest in the Licensor's Property and will use reasonable endeavours to assist the Licensee in the Licensee's negotiations to enter into a new licence with the acquiring party if it disposes of the Licensor's Property.

#### **5 Termination**

- 5.1 This Licence shall end on the earliest of the following:
  - 5.1.1 The Licensee giving notice to the Licensor to terminate this Licence;
  - 5.1.2 the end of the contractual term of the Lease;
  - 5.1.3 the Licensor disposing of its interest in the Licensor's Property;
  - 5.1.4 the Licensor giving not less than 20 working days' notice to the Licensee where the Licensee is in breach of its obligations in this Licence and has not made good such breach within a reasonable period from having received notice of the breach from the Licensor;
  - 5.1.5 the Licensor giving notice to the Licensee that the owners of Yew 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.

- 5.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this Licence.
- 5.3 This 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 contained in clause 3.

## **6 Notices**

- 6.1 Any notice or other communication given to a party under or in connection with this Licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 6.2 If a notice or other communication complies with the criteria in clause 6.1, it shall be deemed to have been received:
- 6.2.1 if delivered by hand, at the time the notice or other communication is left at the proper address; or
- 6.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 6.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 6.4 A notice or other communication given under this Licence is not valid if sent by e-mail or fax.

## **7 No warranty of condition**

- 7.1 The Licensor gives no warranty that the Permitted Route is in a safe condition and fit for 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 (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this Licence.
- 7.2 Nothing in this clause shall limit or exclude any liability for fraud.

## **8 Limitation of Licensor's liability**

- 8.1 Subject to clause 8.2, the Licensor is not liable for:
- 8.1.1 the death of, or injury to, the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route;



- 8.1.2 any damage to any property of the Licensee or, that of the Licensee's employees or the Licensee's invitees to the Permitted Route;
  - 8.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route in the exercise or purported exercise of the rights granted or licensed by clause 2; or
  - 8.1.4 any loss or damage suffered by the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route as a result of any cause that prevents the Licensee from using the Permitted Route.
- 8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:
  - 8.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
  - 8.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **9 VAT**

- 9.1 All sums payable by the Licensee are exclusive of any VAT that may be chargeable. The Licensee shall pay VAT in respect of all taxable supplies made to it in connection with this Licence on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Licensee, under or in connection with this Licence, to pay the Licensor or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Licensor or other person, except to the extent that the Licensor or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **10 Third party rights**

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

## **11 Governing law**

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.

## 12 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of this agreement.

Signed by .....  
for and on behalf of **HERTFORDSHIRE COUNTY  
COUNCIL**

**Authorised Signatory**

Signed by .....  
for and on behalf of **EAST HERTFORDSHIRE  
DISTRICT COUNCIL**

**Authorised Signatory**

## **ANNEXURE 1**

### **Plan 1**

## Annexure 1

### Plan 1



## **ANNEXURE 2**

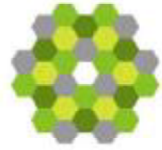
### **Plan 2**

Annexure 2

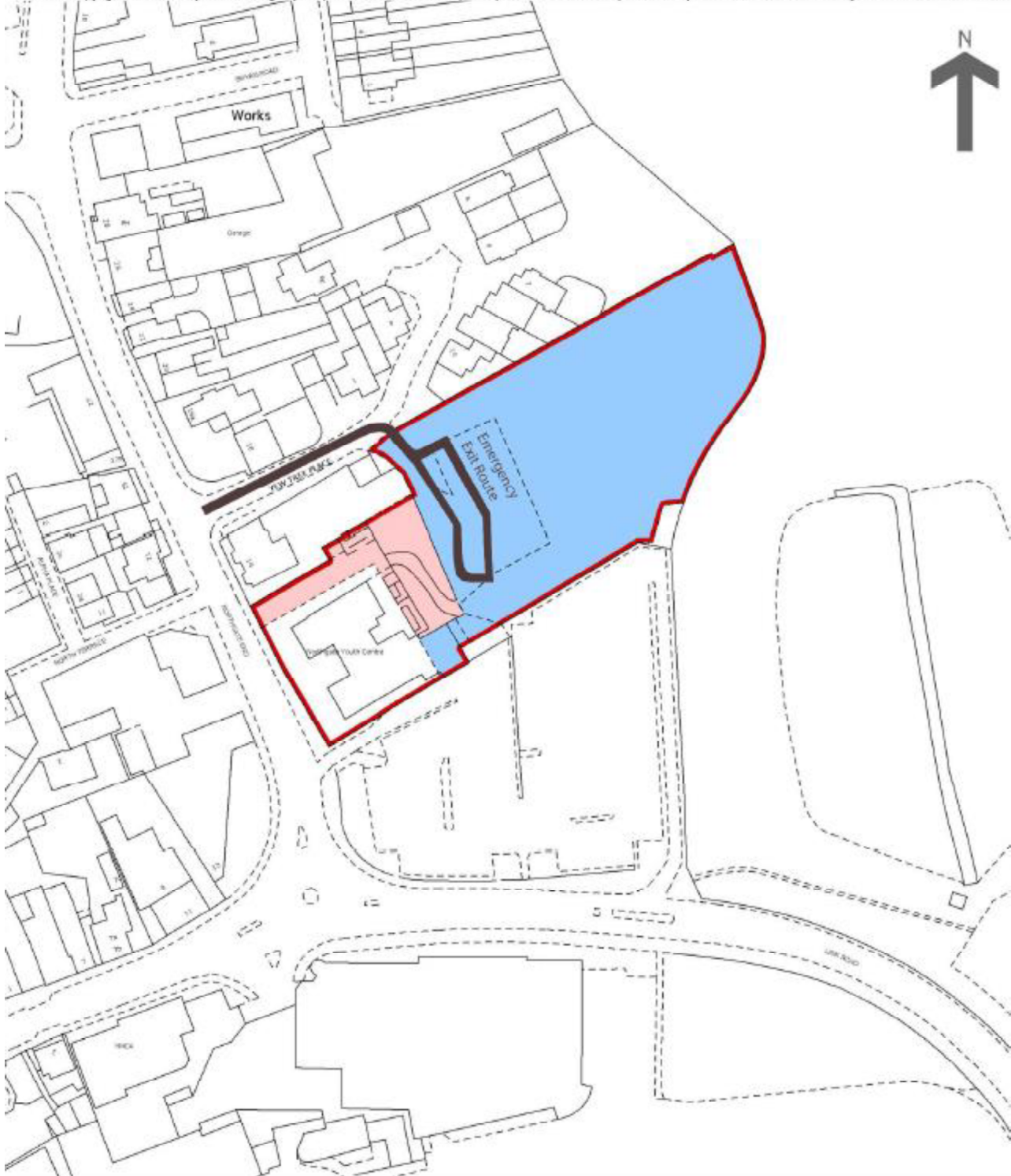
Plan 2

HM Land Registry  
Official copy of  
title plan

Title number **HD494701**  
Ordnance Survey map reference **TL4821NE**  
Scale **1:1250**  
Administrative area **Hertfordshire : East**  
**Hertfordshire**

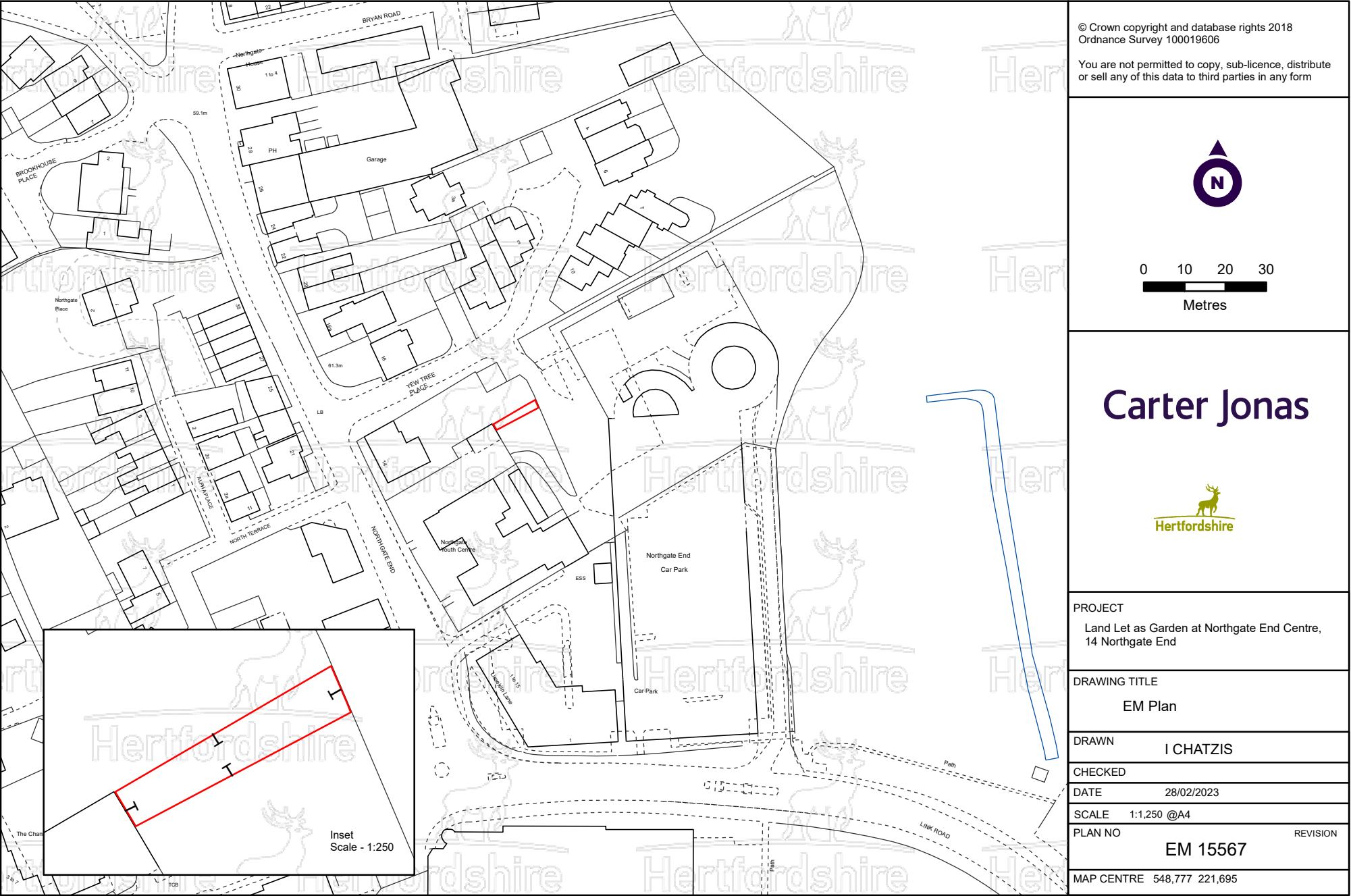


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## **ANNEXURE 3**

### **Plan 3**



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or sell any of this data to third parties in any form



0 10 20 30  
Metres

Carter Jonas



PROJECT	
Land Let as Garden at Northgate End Centre, 14 Northgate End	
DRAWING TITLE	
EM Plan	
DRAWN	I CHATZIS
CHECKED	
DATE	28/02/2023
SCALE	1:1,250 @A4
PLAN NO	EM 15567
MAP CENTRE	548,777 221,695