

DATED

2020

FYLDE BOROUGH COUNCIL

-and-

LICENCE

of premises known as the Boating Pool and Boat Store at South Promenade, Lytham St Annes,
Lancashire

I Curtis
Solicitor
Head of Governance
Fylde Borough Council
Town Hall
Lytham St. Annes
Lancashire
FY8 1LW

DATE

2020

PARTIES

(1) **FYLDE BOROUGH COUNCIL** of Town Hall, Lytham St Annes, Lancashire, FY8 1LW
(the '**Licensor**')

(2) (the '**Licensee**')

1 Definitions

Boating Pool	The boating pool part of the Property
Building	Boat House Building and Café shown edged in blue on Plan 1 and all Service Media on, over or under it and Service Media outside but exclusively serving it (excluding in both cases, any Service Media which are not owned by the Licensor)
Common Parts	The access area shown edged green on Plan 3
Insured Risks	fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from aircraft, riot, civil commotion and malicious damage (excluding risks for which cover is not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Licensor's reasonable discretion are unacceptable) and any other risks which the Licensor may from time to time insure against (whether at its own discretion or at the request of the Licensee)
Interest	Interest at the rate of 4% over base rate of HSBC Bank PLC (or other recognised London clearing bank nominated by the Licensor)
Legislation	all legislation in force in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of

Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body. A reference to particular legislation is a reference to that legislation as amended, consolidated or re enacted and all subordinate legislation made under it from time to time

Permitted Use

- (a) As to the premises shown edged red on Plan 1 as a boatshed for the storage and maintenance of any watercraft approved by the Council for use on the Property;
- (b) As to the premises shown edged red on Plan 2, as a pleasure boating facility utilising such watercraft as shall be first approved in writing by the Council

Plans

The plans annexed to this Licence numbered 1, 2 and 3 and referred to in this Licence respectively as Plan 1, Plan 2 and Plan 3..

Property

The premises on the ground floor of the Building shown edged red on Plan 1 and the Boating Pool shown edged red on Plan 2 bounded by and including:

- (a) The ground floor part of the Building shown edged in red on Plan 1 including:
 - 1. All service media in on under or over the Property
 - 2. All additions and improvements thereto
 - 3. The inner half severed medially of all walls dividing the Property from any adjoining premises
 - 4. All internal load bearing walls
- (b) all licensor's fixtures from time to time at those premises, but if those fixtures are Service Media, then only if they fall within paragraph (c) below
- (c) Service Media within and exclusively serving those premises and which are owned by the Licensor but excluding:
 - (i) any Service Media within the Property but which do

not serve them exclusively, or which are not owned by the Licensor

Licence Fee	£ per annum for the duration of the Licence period.
Commencement Date	1 st April 2020
Payment Days	Four equal instalments on 1 st April, 1 st July, 1 st October and 1 st January in each year for the privileges hereby granted. The first instalment will be due at the commencement of this Licence together with the agreed legal costs of £ .
Service Media	conduits and equipment used for the reception, generation, passage and/or storage of Utilities
Term	a term starting on the date of this Licence and ending on 31 March 2022
Utilities	electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, electronic communications and all other utilities serving or consumed at the Property

2 Interpretation

In this Licence

- 2.1 any table of contents and/or clause headings are for reference only and do not affect its construction
- 2.2 the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party
- 2.3 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'
- 2.4 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters

- 2.5 the word 'today' refers to the date of this Licence
- 2.6 an obligation not to do something includes an obligation not to cause or allow that thing to be done
- 2.7 obligations owed by or to more than one person are owed by or to them jointly and severally
- 2.8 references to the end of the Term are to its expiry or sooner determination
- 2.9 a reference to the Licensor's approval means prior approval in writing which may be withheld or given subject to conditions in the Licensor's absolute discretion. Where a proviso is implied to that effect by Legislation, Landlord's consent is not to be unreasonably withheld or delayed
- 2.10 references to any adjoining property of the Licensor include any property adjoining or near the Property owned, leased or occupied by the Licensor from time to time

3 Rights granted

- 3.1 The Licensor grants the following rights to the Licensee:
- 3.1.1 the right to use the Common Parts with or without vehicles at all reasonable times for all reasonable purposes ancillary to the Permitted Use including the right to park only one vehicle thereon in the position approved by the Licensor
- 3.1.2 the right to use the Service Media serving the Property
- 3.1.3 a right of way at all times on foot and with vehicles over and along the Promenade between the Property and the roadway adjacent to the St Annes' Swimming Pool to the public highway at South Promenade
- 3.1.4 to enter adjoining parts of the Building to carry out any repairs to the Property, but only if those repairs cannot reasonably be carried out without such entry, and subject to the Licensee complying with clause 3.3
- 3.2 The rights granted by clause 3.1:

- 3.2.1 are granted only to the extent that the Licensor has power to grant them
- 3.2.2 unless otherwise specified, are to be used in common with the Licensor and any other persons authorised by them
- 3.2.3 may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Service Media in connection with which the rights are exercised, and
- 3.2.4 the right granted by clause 3.1.1 shall not be so exercised as to obstruct or cause a nuisance or annoyance to the Licensor's other occupants of the Building when they exercise their rights to pass and re-pass over and along the Common Parts
- 3.3 The right granted by clause 3.1.4 is subject to the condition that the Licensee may (except in cases of emergency) exercise that right only after giving reasonable prior written notice to the Licensor and any occupier of the relevant part of the Building, and on the conditions that:
- 3.3.1 it is exercised in a manner which causes as little inconvenience as reasonably practicable, and
- 3.3.2 the Licensee immediately makes good any damage and indemnifies the Licensor against any liability resulting from the exercise of that right
- 3.4 Nothing contained or referred to in this Licence will give the Licensee any right, easement or privilege other than those set out in clause 3.1 and section 62 of the Law of Property Act 1925 does not apply to this Licence
- 3.5 Nothing contained or referred to in this Licence entitles the Licensee to the benefit of, or the right to enforce, or to prevent the release or modification of any agreement entered into by any other occupier of the Building with the Licensor
- 3.6 The Licensor shall not be liable to the Licensee or any other person claiming through the Licensee for any accident loss or damage which may be caused by reason of any breakdown stoppage leakage or defect of any plant machinery apparatus in or serving the Property or any adjoining or neighbouring premises

3.7 If any dispute arises between the Licensee and the other occupiers of the Building or any adjoining property as to any easement right or privilege in connection with the use of the Property and any of the adjoining premises it shall be decided by the Licensor or in such manner as the Licensor shall direct

4 Rights excepted and reserved

4.1 The Licensor excepts and reserves from this Licence the right:

4.1.1 to build, or carry out works, to the Building or to any adjoining property of the Licensor, or to build into any of the boundary walls, foundations or roofs of the Property even if those building or works reduce the access of light or air to the Property

4.1.2 to inspect, connect into, repair and replace any Service Media on, under or over the Property, but which do not form part of the Property and to construct Service Media over or under the Property

4.1.3 to attach or place on the Property any signs and notices, scaffolding or other equipment reasonably required in connection with works being carried out by the Licensor

4.1.4 to enter the Property to exercise any right excepted and reserved by this Licence, or for any other reasonable purpose connected with this Licence or with the Licensor's interest in the Property or any adjoining property of the Licensor

4.1.5 to use the Service Media that serve the Building and any adjoining premises of the Licensor and are in, on, under or over the Property

4.1.6 to alter or raise the height of or rebuild inter alia the Building and/or any adjoining or neighbouring buildings of the Licensor in such manner as the Licensor shall think fit

4.1.7 between the months of November and February inclusive in each year or at any other time in the case of emergency to drain and empty the Boating Pool for the purposes of repairs to be carried out to any of the Licensor's adjoining premises without the Licensor being liable to the Licensee for the payment of any compensation or monies whatsoever and any dispute over the need of the Licensor to close the Boating Pool shall be determined by arbitration in accordance with the Arbitration Act 1996 at the joint expense of the parties

- 4.1.8 For the tenants for the time being of the café part of the Building to use the toilet on the Property
- 4.2 The rights excepted and reserved by this Licence are excepted and reserved to the Licensor and may be exercised by anyone authorised by the Licensor
- 4.3 The Licensee must allow any person who has a right to enter the Property to do so at all reasonable times, during and outside usual business hours if reasonable notice has been given, which need not be written notice. In cases of emergency no notice need be given and the Licensor, or another person on behalf of the Licensor may break into the Property if entry cannot be effected in any other way. The Licensor will not be liable to make good any damage caused to the Property in breaking into the Property in these circumstances but must cause as little damage as reasonably practicable
- 4.4 With the last 6 months of the Term to enter the Property with all persons authorised by the Licensor (or on their own with written authority from the Licensor) at all reasonable times during the day to view the Property without interruption

5 Licensee's payments to the Licensor

The Licensee must pay to the Licensor

- 5.1 The Licence Fee in advance and on the Payment Days
- 5.2 All payments must be made in cleared funds by the due date and, if required by the Licensor, the Licensee must pay them by banker's standing order, direct debit or credit transfer to a bank account in the United Kingdom which the Licensor has notified in writing to the Licensee
- 5.3 The Licensee must not make any deductions or set-off from any payments due to the Licensor

6 Licensee's responsibility for other payments

- 6.1 The Licensee must pay and indemnify the Licensor against all present and future rates, duties and assessments charged on or payable in respect of the Property (except any tax

imposed on the Licensor in respect of the receipt of fees reserved by this Licence or any dealing with or disposition of the Licensor's interest in the Property)

6.2 The Licensee must pay all charges, including connection and hire charges, for the supply of Utilities to the Property and must comply with all present or future requirements and reasonable recommendations of the suppliers of Utilities to the Property. If any such costs are charged in respect of the Property together with other property (including the remainder or any other part of the Building), the Licensee shall pay a fair proportion (determined conclusively by the Licensor except as to questions of law and in the absence of any manifest error) of the total

6.3 The Licensee must pay on demand a fair proportion of any rates, duties and assessments and of any liability incurred or payable by the Licensor in respect of any land or Service Media outside but serving the Property

7 VAT

7.1 Where the Licensee is to pay the Licensor for any supply made to the Licensee by the Licensor under this Licence, the Licensee must also pay any VAT due in connection with that supply

7.2 Where the Licensee is to reimburse the Licensor for any payment made by the Licensor under or in connection with this Licence, then the Licensee must also reimburse any VAT payable on it, except to the extent that the Licensor is able to obtain an input credit for the VAT from HM Revenue & Customs

8 Interest

If the Licence Fee or any other sum payable under this Licence is not paid to the Licensor within 14 days after the due date for payment, or if the Licensor refuses to accept the fee or other sum when the Licensee is, or may be, in breach of any of its obligations in this Licence, the Licensee must pay Interest to the Licensor for the period starting on the due date until payment is made by the Licensee or (where applicable) accepted by the Licensor (both before and after any judgment)

9 Licensor's obligations

The Licensor will:

- 9.1 Repair, replace, renew and maintain in good condition and decoration:
 - 9.1.1 The main structure of the Building including the roofs, load bearing walls and load bearing timbers
 - 9.1.2 The exterior parts of the Building
 - 9.1.3 The Service Media

10 Licensor's responsibility for insurance

- 10.1 The Licensor must insure the Building (other than any part of the Property installed by the Licensee or any other occupier) for its full reinstatement cost against the Insured Risks, through an agency chosen by the Licensor and subject to any exclusions, excesses and conditions that are usual in the insurance market at the time or required by the insurers, or reasonably required by the Licensor
- 10.2 The Licensor must on demand (but not more than once in any year of the Term) give the Licensee a copy of the current insurance policy

11 Licensee's obligations relating to insurance

The Licensee must:

- 11.1 comply with the requirements of the insurers relating to the Building and the Property and not do or omit to do anything which may make any insurance of the Building, the Property or of any adjoining property of the Licensor taken out by the Licensor void or voidable, or which would result in an increase in the premiums
- 11.2 give the Licensor immediate written notice of any damage to or destruction of the Building or Property by an Insured Risk
- 11.3 pay the Licensor on demand a sum equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk because of any act or omission of the Licensee and a fair proportion of the amount of any excess required by the insurers in connection with that damage or destruction

11.4 not take out any insurance of the Property (except for any plate glass at the Property) against the Insured Risks in its own name other than in respect of any part of the Property installed by or on behalf of the Licensee or any undertenant, and if the Licensee has the benefit of any such insurance then the Licensee must hold all money receivable under that insurance on trust for the Licensor, and

11.5 if requested by the Licensor remove its fixtures and effects from the Property to allow the Licensor to repair or reinstate the Building following damage or destruction by an Insured Risk

12 Licensee's responsibility for the state and condition of the Property and filling of the Boating Pool

12.1 The Licensee must repair the Property and keep it in good repair and decorative order and for the avoidance of doubt this obligation shall include the structure of the Boating Pool in all respects and its sluice gates (except for damage caused by an Insured Risk covered by insurance effected by the Licensor except where the insurance monies are irrecoverable in consequence of any act or default of the Licensee)

12.2 The Licensee must keep all plant and equipment within or forming part of the Property in good working order and must replace by new articles of similar kind and quality any which are beyond economic repair

12.3 The Licensee must keep any outside parts of the Property clean and tidy and the Boating Pool free from rubbish and any other material deleterious or not and, in any event, as shall be reasonably directed from time to time by the Licensor

12.4 The Licensee is not required to remedy any Inherent Defects

12.5 At the end of the Term the Licensee must yield up the Property with full vacant possession decorated and repaired in accordance with and in the condition required by this Licence

Subject to clause 4.1.7 of this Licence, the Licensee shall be responsible for all matters relating to the management of the Boating Pool's water level including filling/topping up when necessary and reducing the water to a level that precludes over-topping of the Boating Pool and/or a flooding nuisance to the basement store of the café situated in the Building and, in any event, on all occasions when requested to do so by the Licensor's

Surveyor. The Licensee shall first be required to submit a risk assessment, full method statement and details of any fill/pumping operations, including a list of fill dates to be shared with the Licensor, for its approval. All fill/pumping operations shall then be carried out strictly in accordance with the method approved by the Licensor, including all instructions to the Licensee relating to the use of the sluice gate(s).

13 Alterations

13.1 The Licensee must not make any alterations or additions to the Property nor interfere with any Utilities

14 Aerials signs and reletting notices

14.1 The Licensee must not erect or display any flag, aerial, mast, pole, wire, satellite dish, advertisement or other sign or notice at the Property which can be seen from outside the Property, except one external sign approved by the Licensor and giving the name and business of the Licensee (or other authorised occupier), and at the end of the Term the Licensee must remove any such sign and make good to the reasonable satisfaction of the Licensor any damage caused by that removal

14.2 The Licensee must permit the Licensor to place a sign on the Property at any time advertising the sale of the Licensor's interest (or any superior interest) in the Property and during the last six months of the Term for the reletting of the Property

15 Restrictions on use

15.1 The Licensee must not:

15.1.1 Use the Property for any purpose other than the Permitted Use

15.1.2 leave the Property unoccupied for a period of more than three months without the consent of the Licensor

15.1.3 do anything on the Property which is illegal or immoral or which would cause a nuisance or inconvenience or any damage or disturbance to the Licensor or any of the other occupiers of the Building or any owner or occupier of any other property adjoining or near the Property

- 15.1.4 store dangerous or inflammable materials at the Property, allow rubbish to accumulate at the Property or allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any adjoining property
- 15.1.5 install or erect any exterior lighting, shading or awning at the Property
- 15.1.6 obstruct the Common Parts or any pavement, footpath, promenade or roadway adjoining or serving the Property
- 15.1.7 overload the floors or structures of the Building or the Property
- 15.1.8 obstruct or damage the Service Media
- 15.1.9 create any easement, right or privilege in favour of any other person over the Property
- 15.1.10 lose or reduce an easement, right or privilege benefiting the Property
- 15.1.11 employ any person at the Property without first undertaking checks with the Disclosure and Barring Service (or such other replacement service) and providing details of those persons and checks to the Licensor for approval
- 15.1.12 install or use in or upon the Property any machinery or apparatus which causes noise or vibration which can be heard or felt in nearby premises or which may cause damage
- 15.1.13 play or use in the Property any musical instrument loudspeaker tape recorder gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the Property
- 15.1.14 display any flashing lights in or from the Property that can be seen from outside the Property nor to display any other lighting arrangement that can be seen from outside the Property that the Licensor shall in its absolute discretion consider undesirable and gives the Licensee written notice to that effect
- 15.1.15 at any time to make alterations or additions to any electrical installations on the Property save in accordance with any terms and conditions laid down by the Institution of Electrical Engineers and the regulations of the electrical suppliers and the written consent of the Licensor and to provide copies of all certificates to the Licensor

- 15.1.16 carry on or suffer to be carried on or do or suffer to be done any act or thing which may be a nuisance or inconvenience to the Licensor or any of its adjoining occupiers or property or to the owners or occupiers of any adjacent or adjoining properties
- 15.1.17 use any part of the Property for residing or sleeping thereon
- 15.1.18 hold or permit or suffer to be held any sale by auction on the Property
- 15.1.19 do anything or suffer anything to be done on the Property which would remove support from any adjoining land buildings or structures or endanger them
- 15.1.20 allow the embarkation/launch and disembarkation/landing of water craft from the Boating Pool at any position on the Property other than the area shown hatched green on Plan 3
- 15.1.21 use on the Boating Pool any watercraft/facilities that have not been approved of in writing by the Licensor
- 15.1.22 prevented from doing so by destruction or damage to the Property caused by one or more of the Insured Risks
- 15.1.23 to do so would be or result in a breach of any other provision of this Licence, or
- 15.1.24 poor weather conditions prevails adverse to boating
- 15.2 The Licensee must permit the Licensor or its agent (with or without workmen or others) to exercise its rights of entry referred to elsewhere in this Licence
- 15.3 The Licensee must ensure that the Licensor has notice of the contact details of at least two key holders to the Property
- 15.4 The Licensee must carry out risk assessments prior to the operation of the Boating Pool and the making of deliveries to the Property at intervals to be determined by the Licensor and to provide such risk assessments to the Licensor for approval. The Licensee will thereafter carry out the operation of the Boating Pool and the making of deliveries in accordance with such approved risk assessments

- 15.5 The Licensee must take all reasonable steps to prevent the making of any encroachment or the acquisition of any easement in relation to the Property and must notify the Licensor immediately if any such encroachment is made or easement acquired, or if any attempt is made to encroach or acquire an easement. At the request and cost of the Licensor the Licensee must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.

16 Alienation

- 16.1 The Licensee must not hold the Property on trust for another. This Licence is personal to the Licensee only.

17 Legal requirements and regulations

The Licensee must:

- 17.1 comply with all Legislation affecting the Building and the Property, their use and occupation and the health and safety of persons working at or visiting them, whether the Legislation requires the owner, licensor, licensee or occupier to comply
- 17.2 comply with any regulations concerning the Building and the Property reasonably made by the Licensor and communicated to the Licensee in writing
- 17.3 give the Licensor written notice of any defect in the Property which may make the Licensor liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972, and display any notices at the Property needed to enable the Licensor to comply with that Act
- 17.4 at the end of the Term pay to the Licensor a fair proportion of any compensation which the Licensee has received or which is receivable by the Licensee because of any restriction placed on the use of the Property under any Legislation
- 17.5 give the Licensor a copy of any notice received by the Licensee, relating to the Property or the Building or any occupier of them, or to the Licensor's interest in them, upon having received it and take any steps which the Licensor reasonably requires in connection with such notice

- 17.6 not apply for planning permission, and
- 17.7 not give any notice or counter-notice under the Party Wall etc. Act 1996 without the consent of the Licensor

18 Forfeiture

- 18.1 The Licensor is entitled to re-enter the Property and forfeit this Licence immediately if:
 - 18.1.1 the Licence Fee or any other payments is/are more than 21 days overdue, whether formally demanded or not
 - 18.1.2 the Licensee is in breach of any of its obligations in this Licence
 - 18.1.3 a bankruptcy order is made or petition presented against the Licensee
 - 18.1.4 a winding up order is made or petition presented against the Licensee
 - 18.1.5 an administrator is appointed or an administration order or application is made against the Licensee
 - 18.1.6 a receiver or administrative receiver is appointed over the Licensee or any of its/their property or assets
 - 18.1.7 the Licensee enters into a voluntary arrangement with its creditors

19 Miscellaneous

19.1 Notices consents and approvals

- 19.1.1 Section 196 of the Law of Property Act 1925 applies to all notices served under this Licence but its provisions are extended so that any notice or demand in connection with this Licence may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting

19.1.2 The Licensee must give the Licensor verbal notice of any matter affecting the Property where emergency action is needed as well as written notice

19.1.3 Where the consent of the Licensor is required under this Licence, a consent shall only be valid if it is given in writing and signed by a person duly authorised on behalf of the Licensor, unless the approval is being given in a case of emergency

19.1.4 If the Licensor gives a consent or approval under this Licence, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party

19.2 Licensor's right to remedy default by the Licensee

If the Licensee fails to comply with any of its obligations in this Licence, the Licensor may give the Licensee written notice of that failure, and the Licensee must remedy it within the time specified by the Licensor. If the Licensee fails to do this the Licensor may enter the Property and carry out any works or do anything else which may be needed to remedy the Licensee's failure to comply with its obligations under this Licence, and any costs incurred by the Licensor will be a debt due from the Licensee and payable on demand and may be recovered by the Licensor as if it were additional licence fee

19.3 Licensee to provide information

The Licensee must give the Licensor any information or documents which the Licensor reasonably requests to show that the Licensee is complying with its obligations in this Licence and shall give the Licensor written notice of any matter in connection with the Property which may make the Licensor liable to any third party

19.4 Licensee's acknowledgement

The Licensee acknowledges that it has not entered into this Licence in reliance on any representation made by or on behalf of the Licensor except any statements or representations expressly made in this Licence and any written replies to enquiries given before the grant of it by the Licensor's solicitors or the Licensor's Surveyor

19.5 Qualification of the Licensor's liability

The Licensor will not be liable to the Licensee or any other person for:

- 19.5.1 any damage to person or property arising from any act or omission by the Licensor, or its employees, agents or independent contractors or by any other tenant or occupier of the Building or from the state and condition of the Building, the Property or any adjoining property of the Licensor
- 19.5.2 any interruption to the supply of Utilities to the Property
- 19.5.3 any accidental damage to the Property or to any property of the Licensee or any other occupier of the Property or their employees, agents or independent contractors, or
- 19.5.4 any failure to perform any obligation in this Licence, unless the Licensee has given the Licensor written notice of the facts giving rise to that failure and allowed the Licensor a reasonable time to remedy the matter
- 19.5.5 closure of the Boating Pool pursuant to the provisions of this Licence

19.6 Removal of goods

The Licensee must remove all its fittings, goods and other possessions at the end of the Term and the Licensor may dispose of any such items left at the Property more than two weeks after the end of the Term as the Licensor sees fit and the Licensee irrevocably appoints the Licensor to be its agent in this regard

19.7 Jurisdiction

The laws of England and Wales apply to this lease

19.8 Indemnities and liability insurance

The Licensee must keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or any persons at the Property expressly or impliedly with his authority and under his control, or any breach or non-observance by the Licensee of the covenants, conditions or other provisions of this Licence or any of the matters to which this demise is subject. The Licensee covenants with the Licensor to effect and maintain such insurance, in the sum of £5,000,000, or such other amount as the Licensor from time to time by notice to the Licensee requires, in respect of the Licensee's liability to indemnify the Licensor against losses arising from

the Licensee's acts, omissions or negligence and all liability of the Licensor to third parties arising out of or in connection with any matter involving or relating to the Property

19.9 Third parties

Unless expressly stated nothing in this Licence will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

Signed on behalf of
FYLDE BOROUGH COUNCIL

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

.....

Signed as Licensee by

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address