

THIS LICENCE is made the day of _____ 2004

BETWEEN

(1) **GRANTHAM INVESTMENTS LIMITED** of 3 Castlegate Grantham Lincolnshire ("the Owner") and
(2)
of

("the Licensee")

NOW IT IS AGREED as follows:

1. **Definitions**

In this licence:-

1.1 "the Car Park" means the car park adjoining Elm House Elmer Street North Grantham Lincolnshire

1.2 "the Space" means one parking space within the Car Park but excludes those spaces shaded red on the attached plan which form part of the demise of Elm House.

1.3 "the Licence Period" means the period starting on the date of this Licence and continuing until terminated in accordance with clause 4 below

1.4 "the Licence Fee" means the sum of £106.25 per quarter together with VAT as chargeable, payable quarterly in advance on the usual quarter days

1.5 "the Car" means a motor car or cars equal to the number of swipe cards licensed to the Licensee.

1.6 "the Regulations" means the regulations and conditions relating to the Car Park set out in the schedule below

1.7 "Swipe Card" means a swipe card issued to the Licensee by the Owner to gain access to and egress from the Car Park

2. **Licence**

The Owner licences and authorises the Licensee to use the Swipe Card during the duration of this Licence to gain access to and egress from the Car Park for the purpose of parking the Car on the Space at the Licensee's own risk for the Licence Period with right of access over the Car Park to and from the Space

3. **Licensee's Obligations**

The Licensee agrees with the Owner:

3.1 to observe and perform the Regulations;

3.2 to indemnify the Owner against all actions, claims, demands, losses and liability in respect of any breach of the Regulations;

3.3. to pay the Licence Fee on the due date specified for payment together with VAT;

3.4 not to assign the benefit of this licence or assign or underlet the Space or allow the Space to be occupied by any car except as authorised by this licence

4. **Determination**

This licence may be determined:

4.1 by the Owner forthwith by notice to the Licensee upon failure by the Licensee to pay the Licence Fee by the due date or upon any breach of any provisions of this licence (and in such event the Licensee is not to be entitled to any refund or any part of the Licence Fee), or

4.2 by not less than one month's notice expiring on a quarter day served by either party on the other, such determination to be without prejudice to the liability of the Licensee under this licence up to the date of expiry of the notice

5. **Removal of the Car**

At the expiration of the Licence Period the Licensee must forthwith surrender the Swipe Card to the Owner and remove the Car and any other property of the Licensee from the Car Park or cause it to be removed, and if the Car or property is not removed within seven days it may be disposed of by the Owner in any manner he thinks fit without incurring any liability whatsoever to the Licensee

6. **Notices**

Any notice to be given under this licence must be in writing and is to be sufficiently and effectually given by the Licensee if sent by registered post or recorded delivery to the registered office of the Owner or his agents or surveyor on his behalf, and by the Owner if given by the Owner or his surveyor or agents on his behalf by being affixed to the Car or sent by registered post or recorded delivery to the Licensee (or if the Licensee comprises two or more persons to either one of them) at the last known address of the Licensee in the United Kingdom

SCHEDULE

The Regulations

1. The Licensee must park the Car in an orderly manner in the Space and keep the Space clean and tidy

2. The Licensee must use his best endeavours to prevent oil or grease dripping from the Car onto the floor of the Car Park
3. The Licensee may use the Space only for the purpose and at the times authorised by the licence given to him and may use the Swipe Card for the parking of one Car only at any one time
4. The Licensee must at all times fully and effectually indemnify the Owner against any liability whatsoever and however caused arising out of the use of the Space authorised by the licence
5. The Licensee must comply with all further reasonable regulations and conditions that may from time to time be made by the Owner through its managing agents for the safety, good management and control of parking of motor vehicles in the Car Park
6. The Licensee must pay interest at the rate of 4% a year above the base lending rate of Midland Bank Base Rate from time to time in force on any payments due under the licence from the date when they become due to the date of payment
7. The Licensee must not deposit rubbish or litter in the Car Park
8. The Licensee must not take into or keep on or in the Car Park any motor fuel or lubricating oil other than that inside the fuel tank and engine of the Car
9. The Licensee must not do or allow to be done anything that may be or become a nuisance or annoyance or cause damage to the Owner or any other person using the Car Park or the means of access to it or egress from it or the owners or occupiers of adjoining property or the licensees of adjoining car parking spaces
10. The Licensee must not do or permit anything whereby the policy of insurance on the Car Park against damage by fire and/or other risks may become void or voidable or whereby the rate of premium on it may be increased
11. The Licensee must repay to the Owner on demand all expenses incurred by the Owner in respect of any renewal of the policy of insurance on the Car Park or any increase of premium rendered necessary by a breach of condition 10
12. The Licensee must not do or permit anything in the Car Park that may contravene any statutory provision or regulation or any by-laws made by a competent authority with regard to the parking or use of motor vehicles or repair of any vehicle in the Car Park
13. The Licensee must not clean any vehicle or undertake any maintenance or repair of any vehicle or permit any cleaning, maintenance within the Car Park
14. The Owner is not to be under any liability whatever:
 - 14.1 for loss of or damage to any vehicle or property or any damage or injury to any person howsoever arising, or
 - 14.2 for damages or compensation for loss of profits, delay or otherwise if
 - 14.2.1 unauthorised persons use or endeavour to use the Car Park or Space or
 - 14.2.2 vehicles or a failure of the barrier entry system prevent ingress to or egress from the Car Park or the Space
15. To pay the sum of £20 plus VAT for the replacement of any Swipe Card operating the entry barrier system which is lost or damaged

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for Grantham Investments Ltd

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the Licensee

Swipe Card Number: