

DATED

25 September 2023

**RETROSPECTIVE LICENCE TO UNDERLET**

**relating to**

Plot 19 Quarry Lane Chichester PO19 2PR

Between

**Chichester District Council (1)**

and

**Anthony John Wickins and Deirdre Angela Wickins (2)**

and

**Multi-Tile Limited (3)**

## CONTENTS

---

### CLAUSE

1. Interpretation.....	2
2. Consent to underlet.....	4
3. Costs .....	4
4. The right of re-entry in the Lease .....	4
5. Notices.....	5
6. Liability.....	5
7. Third party rights .....	5
8. Registration at the Land Registry .....	5
9. Governing law .....	5
10. Jurisdiction .....	5

### APPENDIX

APPENDIX A	The Underlease signed by the Tenant and the Undertenant .....	8
------------	---	---

This deed is dated 125 September 1/2023

**HM Land Registry**

**Landlord's title number:**

**Tenant's title number:**

### **Parties**

- (1) THE DISTRICT COUNCIL OF CHICHESTER of East Pallant House East Pallant Chichester West Sussex PO19 1TY (**Landlord**)
- (2) Anthony John Wickins and Deirdre Angela Wickins the Trustess of the CWC UK Holdings Executive Pension Scheme, both of Valdoe House Annexe, Pook Lane, East Lavant Chichester PO18 0AW (**Tenant**)
- (3) Multi-Tile Limited (Company Registration No. 00808214) whose registered office is at Topps Tiles, Thorpe Way, Grove Park, Leicestershire LE19 1SU (**Undertenant**)

### **BACKGROUND**

- (A) This licence is supplemental and ancillary to the Lease and Underlease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant granted the Underlease and, under the terms of the Lease, requires the consent of the Landlord to that underletting.

### **Agreed terms**

#### **1. Interpretation**

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

##### **1.1 Definitions:**

**Lease:** a lease of the Property dated 28<sup>th</sup> November 2003 for a term of 150 years made between Chichester District Council (1) and Colin Frederick James Cushion and Audrey Pamela Cushion and all documents supplemental or collateral to that lease.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Property:** Plot 19 Quarry Lane Chichester West Sussex as more particularly described in and demised by the Lease.

**Underlease:** an underlease of the whole of the Property between the Tenant (1) and the Undertenant (2) dated 1<sup>st</sup> August 2023 a certified copy of which is attached to this licence.

- 1.2 References to the **Landlord** include a reference to the person entitled to the immediate reversion to the Lease from time to time. Except in the definition of **Underlease** and in clause 2, references to the **Tenant** and the **Undertenant** include a reference to their respective successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the LTCA 1995.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 Unless otherwise specified, a reference to **writing** or **written** excludes fax and email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.13 A reference to this licence or to any other agreement or document is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.14 Unless the context otherwise requires, references to clauses and Schedule are to the clauses and Schedule of this licence and references to paragraphs are to paragraphs of the Schedule.
- 1.15 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.
- 1.16 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

## **2. Consent to underlet**

- 2.1 The Landlord consents to the grant of the Underlease by the Tenant on the conditions agreed to by the Tenant and the Undertenant in the attached Underlease dated 1<sup>st</sup> August 2023
- 2.2 The Undertenant covenants with the Landlord to observe and perform the covenants of the Lease (except to pay the rent and insurance due under the Lease) as per Clause 3.9.4 (ii) of the Lease.
- 2.3 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of the tenant covenants of the Lease.
- 2.4 This consent does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the grant of the Underlease (if any).

## **3. Costs**

The Landlord acknowledges receipt from the Tenant of £1050 inclusive of VAT in settlement of the Landlords costs in relation to this Licence.

## **4. The right of re-entry in the Lease**

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs.

## **5. Notices**

- 5.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered in accordance with the terms of Underlease and Lease (as applicable).

## **6. Liability**

- 6.1 The obligations of the Tenant, and the Undertenant in this licence are owed to the Landlord (separately).
- 6.2 Where a party to this licence comprises more than one person, then those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this licence or the assignment. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.

## **7. Third party rights**

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

## **8. Registration at the Land Registry**

The Undertenant shall:

- (a) apply for registration of the Underlease at HM Land Registry as soon as reasonably practicable of completion of the Underlease;
- (b) ensure that any requisitions raised by HM Land Registry in connection with the application for registration are responded to promptly and properly provided that the Landlord and the Tenant provide all necessary assistance in dealing with and responding to any requisitions raised promptly and properly.

## **9. Governing law**

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## **10. Jurisdiction**

Each party to this licence irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

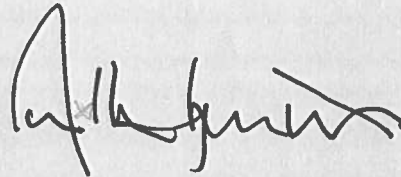
The COMMON SEAL of  
THE DISTRICT COUNCIL OF  
CHICHESTER was affixed  
Hereto as authorised by the  
Chichester District Council  
Constitution under Part 3  
Section 3 Paragraph 1 of  
the Constitution dated 2<sup>nd</sup> June 2023.

Authorised signatory

*(name and office of the person signing)*

SIGNED by the said ANTHONY JOHN  
WICKINS in the presence of:-

*CHuggett*  
CATHERINE HUGGETT  
29 Ilex Way  
Muddleton on sea PO22 6PE



SIGNED by the said DEIRDRE ANGELA  
WICKINS in the presence of:-

*CHuggett*



CATHERINE HUGGETT  
29 Ilex Way  
Muddleton on sea Po22 6PE

Signed as a deed in the name and on  
behalf of **Multi-Tile Limited** by Elizabeth  
McArdle, an officer appointed for the  
purpose by the board of directors of Multi-  
Tilt Limited, its attorney, in the presence of:

\_\_\_\_\_  
Elizabeth McArdle

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A The Underlease signed by the Tenant and the Undertenant**