

DATED

9th October

2018

Estate **EXETER ESTATE**
Licensee **ANDREW BRAGG**
Area **3.40 ACRES**
Licence Fee **£544 PER ANNUM**

CHURCH COMMISSIONERS FOR ENGLAND (1)

ANDREW BRAGG (2)

LICENCE
of
VICTORIAN ORCHARD, IDE

THIS LICENCE is made on

9th October

2018

BETWEEN

- (1) **CHURCH COMMISSIONERS FOR ENGLAND** acting by their Agent being the firm of Strutt & Parker of 13 Hill Street London W1J 5LQ but whose address for service is Strutt & Parker of 24 Southernhay West Exeter EX1 1PR (until otherwise notified in writing) (**Licensor**) and
- (2) **ANDREW BRAGG** of West Town Farm Ide Exeter EX2 9TG (**Licensee**)

IT IS HEREBY AGREED as follows:

1. Licence

The Licensor grants the Licensee permission to use that piece of land (**Property**) more particularly delineated and shown edged red on the attached plan (**Plan**) for a period commencing on 29th September 2018 and terminating on 28th September 2019 and thereafter from year to year unless and until determined in accordance with Clause 3 in consideration for the payment by the Licensee to the Licensor of a yearly licence fee of Five Hundred and Forty Four Pounds (£544) (**Licence Fee**) payable in advance on 29th September 2018 in each year subject to all existing rights and easements affecting the Property and on the following terms and conditions

2. Licensee's Obligations

The Licensee hereby agrees with the Licensor as follows:

2.1 Licence Fee

To pay the Licence Fee on the date and at the time aforesaid without any deduction whatsoever and (if so required) by standing order to the bank account nominated from time to time by the Licensor

2.2 Interest

If the Licence Fee or any other payment under this Licence remains unpaid 21 days after the date upon which the same ought to have been paid to pay interest to the Licensor on the sum of money owing from the date on which it ought to have been paid to the date of payment at a rate of 4% above the Base Rate for the time being of Barclays Bank plc

2.3 Outgoings

2.3.1 To pay all rates taxes and outgoings if any which now are or which at any time during the continuance of this Licence may be charged or imposed upon the Property including any Value Added Tax or substitute tax that may become payable on the Licence Fee

2.3.2 To pay the cost of all water or other services consumed or used on the Property including any meter rents or standing charges

2.4 User

2.4.1 To use the Property only as a private orchard and for no other purpose whatsoever

2.4.2 Without prejudice to the generality of the foregoing not to park any vehicle caravan or movable dwelling on the Property or to keep any animals on the Property other than sheep and bees

2.5 Maintenance

- 2.5.1 To keep the Property properly cultivated and maintained and in a neat and tidy condition free from rubbish and refuse
- 2.5.2 To maintain in good repair and stockproof condition to the satisfaction of the Licensor's surveyor for the time being (**Surveyor**) the existing boundaries
- 2.5.3 To pay the appropriate proportion of the cost of repair of all party boundary structures conduits and other things used by the Property in common with neighbouring properties
- 2.5.4 To keep all ditches and drains on the Property in good repair and working order and free from obstruction

2.6 Buildings

Not to erect any buildings or other structures on the Property

2.7 Trees

Not without the consent of the Surveyor to cut down any trees on the Property save that the Licensee may prune the same in accordance with good horticultural practice provided that they shall not be reduced beyond two thirds of their height at the date of this Licence

2.8 Nuisance

- 2.8.1 Not to do anything on the Property that may be or become a cause of nuisance annoyance or disturbance to the Licensor or the owners and occupiers of adjoining and neighbouring properties
- 2.8.2 Without prejudice to the generality of the foregoing not to burn rubbish leaves or other garden waste on the Property and at all times to take reasonable steps to control the spread of weeds
- 2.8.3 To have no more than four bonfires in any one year and said bonfires shall be lit for the purpose of maintaining the Property in good repair only

2.9 Yield Up

Upon the determination of this Licence to yield up the Property maintained and kept in accordance with the terms of this Licence and free from all personal belongings of the Licensee

2.10 Statute

To obtain all planning permissions and other consents required to use the Property pursuant to this Licence and at all times to comply with all statutory or other legal obligations affecting the Property in particular (but not by way of limitation) those relating to town and country planning and the control of weeds (and including any contained within any notices served either on the Licensee or the Licensor relating in any way to the Property) and should this Licence for whatever reason determine prior to the Licensee having complied with all outstanding obligations the Licensee shall nevertheless (at the Licensor's determination) either carry out such remaining obligations (at the Licensee's sole cost) or reimburse the Licensor in full should the Licensor complete such obligations instead

2.11 Indemnity

To indemnify the Licensor against all losses damages and costs of whatever nature that the Licensor might suffer as a result of the Licensee using the Property under the terms of this Licence

2.12 Costs

On the signing hereof to pay the Licensor's professional fees plus Value Added Tax and disbursements incurred in connection with the negotiation preparation and completion of this Licence

3. Termination

3.1 This Licence may be terminated in whole or in part by either party giving to the other not less than three months' written notice to expire on the last day of a calendar month and on termination there shall be a rebate and or apportionment (as the case may be) of the Licence Fee

3.2 If the Licensee shall fail to comply with any of its obligations under this Licence then in any such case the Licensor may give written notice to the Licensee to determine this Licence whereupon this Licence shall forthwith determine but without prejudice to the rights of either party arising out of any antecedent breach of this Licence

4. No Warranty

Nothing in this Licence shall imply or warrant that the Property may be lawfully used for the use permitted by this Licence

5. No Tenancy

5.1 Nothing in this Licence shall give rise to a tenancy or a landlord and tenant relationship between Licensor and Licensee

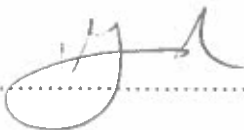
5.2 This Licence is incapable of alienation

6. Interpretation

6.1 Any agreement by the Licensee not to do a thing includes an obligation not to permit or suffer that thing to be done by another person

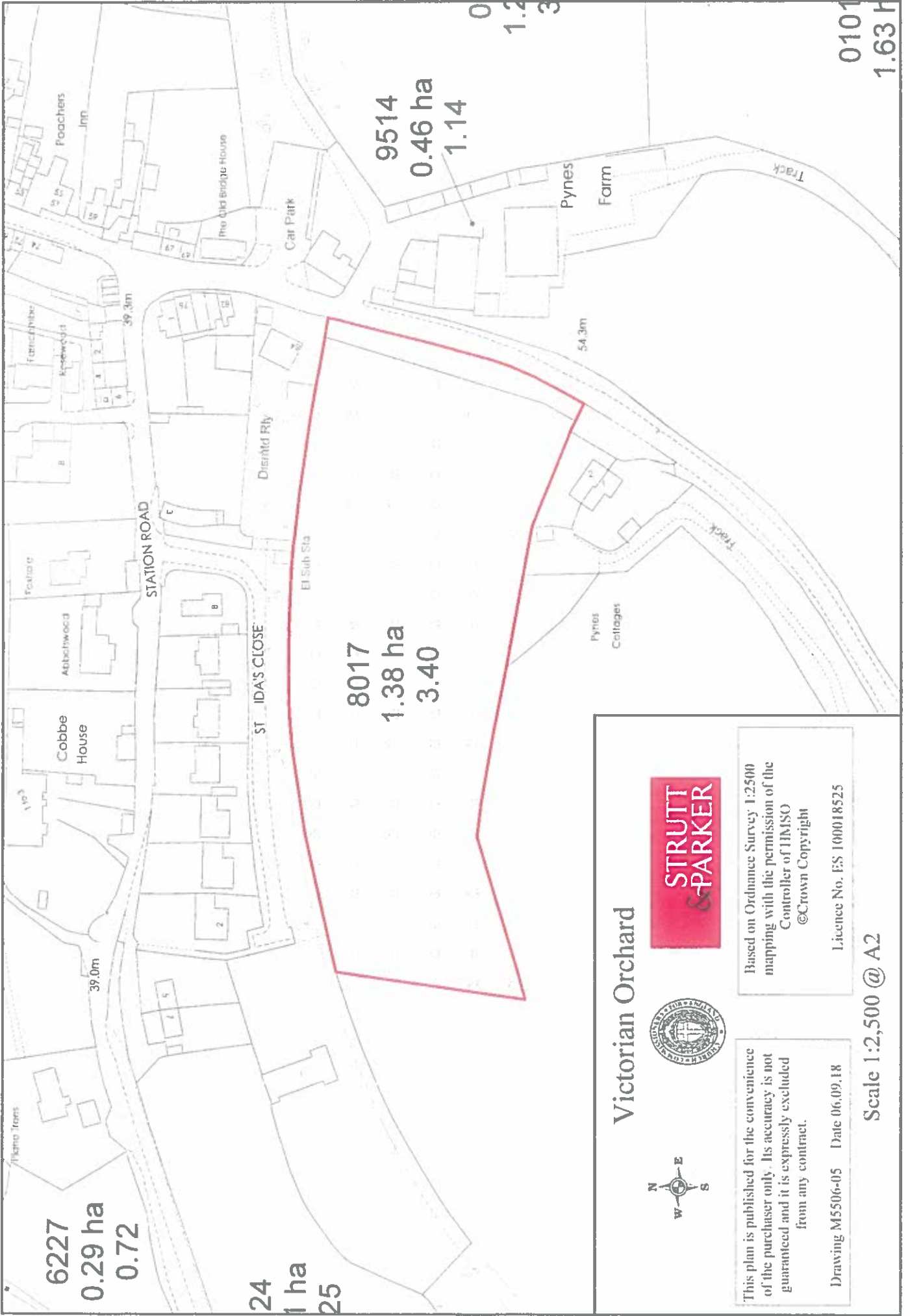
AS WITNESS the hands of the parties hereto

SIGNED by **VICTORIA JARRAD** for and on behalf of the **CHURCH COMMISSIONERS FOR ENGLAND**


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SIGNED by **ANDREW BRAGG**


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0101
1.63 H

Victorian Orchard



This plan is published for the convenience of the purchaser only. Its accuracy is not guaranteed and it is expressly excluded from any contract.

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