

Tuesday 1st April 2025

(1) LAKE INVESTMENTS LTD

AND

(2) MR N MILES FERNHAVEN GROUSE



GRAZING LICENCE

Relating to

Land at Stonehouse Farm

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DATE: 1ST APRIL 2025

BETWEEN:

- (1) **LAKE INVESTMENTS LTD** whose registered address is at Amelia House Crescent Road Worthing West Sussex BN11 1RL ("**Licensor**")
- (2) **Mr NICK MILES** of [REDACTED] of ("**Licensee**")

1 DEFINITIONS

In this Licence, the following definitions apply:

"Access" means the track shown in brown on the Plan;

"Legislation" all legislation in force in the United Kingdom at any time during the Licence Period, including:

- (a) Acts of Parliament
- (b) orders, regulations, consents, licences, notices and bye laws made or granted:
 - (i) under any Act of Parliament;
 - (ii) by a local authority or by a court of competent jurisdiction;
- (c) any approved codes of practice issued by a statutory body;

"Licence Fee" [REDACTED]

"Licence Period" a period of six months from and including the date of this licence;

"Plan" the plan attached to this Licence at appendix 1;

"Property" the land known as Stonehouse & Jackson Farm Handcross and shown edged red on the Plan;

"Rights" The right to keep cattle on the Property for grazing purposes only and horses for personal domestic use only;

"Termination Event"

- (a) the instigation of any process or proceedings:
 - (i) for the appointment of an administrative receiver, administrator, liquidator, monitor, provisional liquidator, receiver (or manager), supervisor, or trustee in bankruptcy, in relation to the Licensee or their property; or
 - (ii) by way of execution or enforcement of any debt against any assets of the Licensee;
- (b) the Licensee:
 - (i) is unable to pay their debts within the meaning of section 123 of the Insolvency Act 1986; or by way of execution or enforcement of any debt against any assets of the Licensee;

- (ii) enters into any composition or arrangement with their creditors (whether or not under Part 26A of the Companies Act 2006); or
- (iii) ceases to carry on business or disposes of all of their assets (other than as part of a solvent re-organisation);
- (iv) is struck off the register of companies;
- (c) any Licence Fee is unpaid more than 14 days after falling due (whether formally demanded or not); or
- (d) the Licensee commits any material breach of this Licence.

“**VAT**” value added tax payable by virtue of the Value Added Tax Act 1994 or any similar tax levied in addition to or by way of replacement for value added tax.

2 INTERPRETATION

In this Licence, unless the context otherwise requires:

- 2.1 the table of contents and clause or schedule headings are for reference only and do not affect its construction;
- 2.2 references to clause or schedule numbers are to the relevant numbered clause or schedule in this Licence;
- 2.3 general words introduced by the word 'other' do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters;
- 2.4 the words:
 - 2.4.1 'in particular', 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
 - 2.4.2 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
 - 2.4.3 'notice', 'notify', 'nominate' or 'request' (and any expression which is cognate with any of them) require the notice, notification, nomination or request to be in writing;
- 2.5 an obligation:
 - 2.5.1 to do something includes an obligation to procure that it is done;
 - 2.5.2 not to do something includes an obligation not to cause or allow it to be done;
 - 2.5.3 owed by or to more than one person is owed by or to them jointly and severally;
- 2.6 a reference to
 - 2.6.1 particular Legislation is, unless otherwise stated, a reference to:
 - 2.6.1.1 that particular Legislation as amended, consolidated or re-enacted from time to time;
 - 2.6.1.2 all subordinate legislation made under it from time to time.

2.6.2 'today' is to the date of this Licence.

2.7 any gender includes every gender;

2.8 the singular includes the plural, and vice versa;

2.9 'person' includes a corporate or unincorporated body.

3 THE RIGHTS

3.1 The Licensor:

3.1.1 grants the Licensee the Rights;

3.1.2 grants the Licensee the right to pass and repass over the Access with and without vehicles for the purpose of access to and egress from the Property from the nearest public highway in connection with the Rights; and

3.1.3 subject to clause 1.7 of the Schedule, grants the Licensee the right to free passage of water from the supply on the Licensor's Property to the troughs situated on the Property and to take water from the troughs.

during the Licence Period on the terms set out in this Licence.

3.2 For the avoidance of doubt:

3.2.1 full occupation and possession of the Property remains with the Licensor subject only to the Rights; and

3.2.2 the Licensor may access the Property to maintain the Property and carry out all inspections, surveys, works and monitoring ancillary to obtaining planning permission in relation to the Property at any time on seven days' prior notice;

3.2.3 the Licensor may leave its chattels, plant and equipment on the Property.

4 LICENSEE'S OBLIGATIONS

4.1 The Licensee agrees to comply with the obligations set out in Schedule 1.

5 TERMINATION

5.1 The Rights and this Licence terminate immediately if:

5.1.1 a Termination Event occurs; or

5.1.2 the Licensee dies or becomes incapable by reason of mental or physical illness of discharging their obligations under this Licence.

5.2 On or at any time after the date on which the Licensor obtains planning permission in relation to the Property the Licensor may on not less than two months' notice in writing to the Licensee terminate the Rights and this Licence.

6 VAT

Where under the terms of this Licence the Licensee is obliged to:

6.1 make any payment to the Licensor for a supply which attracts VAT;

6.2 reimburse any expenditure including VAT incurred by the Licensor;

6.3 the Licensee must pay the amount of that VAT to the Licensor.

7 PERSONAL LICENCE

The Rights and this Licence are personal to the Licensee and cannot be dealt with in any way whatsoever.

8 THIRD PARTIES

Unless stated otherwise, nothing in this Licence confers any rights on any person under the Contracts (Rights of Third Parties) Act 1999

Signed on behalf of the Licensors

A black rectangular redaction box covering the signature of the Licensors.

Signed on behalf of the Licensee

A black rectangular redaction box covering the signature of the Licensee.

SCHEDULE 1

Licensee's obligations

- 1 The Licensee must:
 - 1.1 pay the Licence Fee to the Licensors in advance on the date of this Licence;
 - 1.2 exercise the Rights in such a way as not to:
 - 1.2.1 become a nuisance or inconvenience; or
 - 1.2.2 cause damage or annoyance;
to the Licensors or to any third party sharing occupation of the Property with the Licensee; or
 - 1.2.3 infringe any Legislation;
 - 1.3 use the Property for the exercise of the Rights and for no other purpose;
 - 1.4 indemnify and keep the Licensors indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the exercise of the Rights by the Licensee;
 - 1.5 comply fully with all Legislation so far as it relates to the exercise of the Rights and the Licensee's use of the Property;
 - 1.6 comply with any other restrictions which the Licensors may reasonably impose during the Licence Period;
 - 1.7 pay the cost of all utilities and services provided to or consumed by the Property;
 - 1.8 on termination of this Licence, immediately remove the Licensee's stock and goods from the Property.

2 RESTRICTIONS

- 2.1 The Licensee must not:
 - 2.1.1 bring onto the Property any diseased animal;
 - 2.1.2 destroy or damage any trees, hedges or fences on the Property nor allow any damage to be caused by the Licensee's livestock;
 - 2.1.3 allow the Property to become poached by treading during wet weather conditions (and if the Licensors notify the Licensee that any such damage is being caused the Licensee must immediately remove the livestock);
 - 2.1.4 do anything by which any policy of insurance of the Licensors in relation to the Property or the Licensors' adjoining or neighbouring property would or might be prejudicially affected;

APPENDIX 1

[Plan]