

28 July

DATED

2023

**COUNTRYSIDE PROPERTIES (UK) LIMITED and COUNTRYSIDE RESIDENTIAL
LIMITED**

and

SAINSBURY'S SUPERMARKETS LTD

LICENCE FOR ALTERATIONS

relating to premises known as

Convenience Store, 14 Halewood Way, Rainham, RM13 8QZ

MemeryCrystal

**165 Fleet Street
London
EC4A 2DY
Tel: 020 7955 0880
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Ref: JA/BEA/10/9**

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LICENCE FOR ALTERATIONS

DATED 28 July 2023

PARTIES

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (incorporated and registered in England and Wales under company registration number 00614864) and **COUNTRYSIDE RESIDENTIAL LIMITED** (incorporated and registered in England and Wales under company registration number 0242329), whose registered office of which is at Countryside House, The Drive, Brentwood, Essex CM13 3AT (**Landlord**)
- (2) **SAINSBURY'S SUPERMARKETS LTD** (incorporated and registered in England and Wales under company registration number 3261722), whose registered office is at 33 Holborn, London EC1N 2HT (**Tenant**)

BACKGROUND:

- (A) This Licence relates to the Premises and is supplemental to the Lease.
- (B) The Landlord is the landlord under the Lease and the Tenant is the tenant under the Lease.
- (C) The Landlord has agreed to permit the Tenant to carry out alterations to the Premises on the terms of this Licence.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Licence uses the following definitions:

Building: the Building defined in the Lease;

CDM Regulations: the Construction (Design and Management) Regulations 2015;

Consents: all necessary permissions, licences and approvals for the Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises and as otherwise required from owners, tenants or occupiers of any adjoining or neighbouring property;

EPC: an energy performance certificate and recommendation report as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012;

Insured Risks: the Insured Risks defined in the Lease;

Lease: a lease dated 28 July 2023 between (1) the Landlord and (2) the Tenant and any document supplemental to it;

Plans: the plans, drawings, specifications or other documents setting out details of the Works attached to this Licence;

Premises: the property let by the Lease known the ground floor premises known as Convenience Store, 14 Halewood Way, Rainham, RM13 8QZ;

Tenant's Obligations: the obligations in the Lease that the Tenant must comply with; and

Works: the works to the Premises to be carried out by the Tenant briefly described in the **Schedule**.

2. **INTERPRETATION**

In this Licence:

- 2.1 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 2.2 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.3 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 2.4 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 2.5 references to the parties include references to their respective successors in title;
- 2.6 references to the Landlord having a right of approval or consent under this Licence mean a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Licence specifies that the Landlord has absolute discretion;
- 2.7 where a party to this Licence must pay any costs that the Landlord incurs (or any proportion of them), those costs must be reasonable and proper (unless those costs are incurred following a breach of this Licence) and reasonably and properly incurred;
- 2.8 references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program; and
- 2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Licence will be unaffected.

3. **LICENCE FOR ALTERATIONS**

The Landlord permits the Tenant to carry out the Works on the terms of this Licence.

4. **OBLIGATIONS BEFORE BEGINNING THE WORKS**

- 4.1 Before starting the Works the Tenant must:
 - 4.1.1 obtain and provide the Landlord with copies of any Consents that are required before they are begun and, where required by the terms of the Lease, obtain the Landlord's approval to them not to be unreasonably withheld or delayed;
 - 4.1.2 fulfil any conditions in the Consents required to be fulfilled before they are begun;
 - 4.1.3 assume liability for and pay any community infrastructure levy payable in respect of the Works pursuant to section 206 Planning Act 2008 and not withdraw or assign that assumption of liability;
 - 4.1.4 notify the Landlord of the date on which the Tenant intends to start the Works; and
 - 4.1.5 provide the Landlord with any information relating to the Works as may be required by its insurers and pay any additional insurance premium payable due to the carrying out of the Works.
- 4.2 If any variations to the Plans are required in order to obtain any of the Consents, the Tenant must

obtain the approval of the Landlord to those variations.

- 4.3 The Tenant must ensure that it or its building contractor has put in place public liability and employer's liability insurance of at least £5 million in respect of each claim and provide the Landlord with a summary of the main terms of the insurance policies and evidence that the premiums have been paid before starting the Works.

5. **OBLIGATIONS WHEN CARRYING OUT THE WORKS**

- 5.1 If it starts the Works, the Tenant must carry out and complete them:

- 5.1.1 diligently and in any event within six months after the date of this Licence;
- 5.1.2 in accordance with the Plans;
- 5.1.3 in a good and workmanlike manner and with good quality materials;
- 5.1.4 in compliance with the Consents and all Acts of Parliament (and any delegated legislation made under them) and with the requirements of the insurers of the Premises and (where applicable) of any competent authority or utility provider;
- 5.1.5 with as little interference as reasonably practicable to the owners, tenants or occupiers of any adjoining or neighbouring property (whether from noise, vibration, emission of smoke, smells or fumes or otherwise) and must comply with the reasonable requirements of the Landlord to abate any such interference;
- 5.1.6 in compliance, to the extent applicable, with the CDM Regulations; and
- 5.1.7 to the reasonable satisfaction of the Landlord's surveyors.

- 5.2 The Tenant must ensure that all proper and sufficient precautions are taken so as not at any time to damage or render unsafe the structure of the Building and/or any adjoining or neighbouring property.

- 5.3 The Tenant must make good as soon as possible any physical damage caused by the carrying out of the Works.

- 5.4 The Tenant must permit the Landlord to inspect the progress of the Works at all reasonable times subject to the Landlord complying with any conditions relating to entry onto the Premises contained in the Lease.

- 5.5 All plant, equipment and materials used in connection with the Works must be stored securely.

- 5.6 Until practical completion of the Works (or, in the case of clause 5.6.1, until such time (if later) that the Tenant notifies the Landlord's insurers of the reinstatement cost of the Works and the Landlord's insurers confirm that the Works are covered by the Landlord's buildings insurance policy), the Tenant must:

- 5.6.1 insure the Works and any plant, equipment and loose materials for their full reinstatement cost (including professional fees) against loss or damage by the Insured Risks with reputable insurers and provide the Landlord with a summary of the main terms of the insurance policy and evidence that the premium has been paid; and

- 5.6.2 reinstate any of the Works that are damaged or destroyed before their completion.

6. **OBLIGATIONS ON COMPLETION OF THE WORKS**

- 6.1 On completion of the Works the Tenant must:

- 6.1.1 notify the Landlord of their completion;
 - 6.1.2 obtain any Consents that are required on their completion and provide a copy of the same to the Landlord within 10 days of receipt;
 - 6.1.3 remove all debris and equipment used in carrying out the Works;
 - 6.1.4 notify the Landlord of the cost of the Works;
 - 6.1.5 permit the Landlord to inspect the completed Works at a reasonable time subject to the Landlord complying with any conditions relating to entry onto the Premises contained in the Lease;
 - 6.1.6 supply the Landlord with two complete sets of as-built plans showing the Works; and
 - 6.1.7 ensure that the Landlord is able to use and reproduce the layout, signage and M&E plans, free of charge, in relation to the marketing of the Premises and the Building.
- 6.2 The Tenant must pay to the Landlord within 14 days of written demand any increased insurance premium payable resulting from the carrying out and retention of the Works on the Premises.

7. **CDM REGULATIONS**

- 7.1 If the CDM Regulations apply to the Works, the Tenant must:
- 7.1.1 comply with them and ensure that any person involved in the management, design and construction of the Works complies with their respective obligations under the CDM Regulations;
 - 7.1.2 agree to be treated as the only client for the purposes of the CDM Regulations in respect of the Works; and
 - 7.1.3 on completion of the Works provide the Landlord with a copy of any health and safety file relating to the Works and deliver the original file to the Landlord at the end of the term of the Lease.

8. **ENERGY PERFORMANCE CERTIFICATES**

- 8.1 If the Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must (at the Landlord's option):
- 8.1.1 obtain an EPC from an assessor approved by the Landlord and give the Landlord written details of the unique reference number for that EPC; or
 - 8.1.2 pay the Landlord's costs of obtaining an EPC.

9. **REINSTATEMENT**

The reinstatement provisions in the Lease will apply to reinstatement of the Works.

10. **REMEDYING BREACHES/INDEMNITY**

- 10.1 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations under this Licence then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within one month after being notified of them and diligently complete any works required.
- 10.2 If the Tenant does not comply with **clause 10.1**, the Landlord may enter the Premises with

contractors, plant, machinery and equipment and carry out any works required itself. The Tenant must repay, on written demand, all the costs the Landlord properly incurs in so doing. The Landlord's rights under the Lease will be unaffected.

10.3 The Tenant shall indemnify the Landlord from and against all actions, costs, claims, losses, demands, damages, taxes and liabilities whatsoever arising directly or indirectly out of or resulting from:

10.3.1 the carrying out of the Works or any part thereof; or

10.3.2 any breach of or non-compliance with any of the terms of this Licence.

11. EXCLUSION OF WARRANTIES

11.1 The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):

11.1.1 as to the suitability, safety, adequacy or quality of the design or method of construction of the Works;

11.1.2 that the Works may lawfully be carried out;

11.1.3 that the structure or fabric of the Premises and the Building is able to accommodate the Works; and

11.1.4 that any of the services supplying the Premises will either have sufficient capacity for or otherwise not be adversely affected by the Works.

12. AGREEMENTS

12.1 Nothing in this Licence will:

12.1.1 be deemed to authorise any action other than expressly authorised in **clause 3**;

12.1.2 release or reduce any liability to the Landlord of the Tenant (or any guarantor) or other party to the Lease; or

12.1.3 waive or be deemed to waive any breach of the Tenant's Obligations that may have occurred before the date of this Licence.

12.2 The conditions for re-entry contained in the Lease will be exercisable on any breach of any provision in this Licence in the same way as if it were a provision contained in the Lease.

12.3 The Tenant's Obligations will extend to the Works and will apply to the Premises as altered by the Works as they now apply to the Premises as let by the Lease.

12.4 The Tenant acknowledges that:

12.4.1 it has not served (and will not serve) any notice under the Landlord and Tenant Act 1927 that would make the Works improvements for the purposes of that Act;

12.4.2 neither this Licence nor any correspondence relating to the Works constitutes a notice for the purposes of that Act;

12.4.3 the Works are being carried out by the Tenant to suit its own requirements; and

12.4.4 as a result, the Tenant is not entitled to compensation in respect of the Works whether under the Landlord and Tenant Act 1927 or otherwise.

12.5 Nothing in this Licence creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

13. **NOTICES**

Any notices to be served under this Licence will be validly served if served in accordance with the notice provisions in the Lease.

14. **JURISDICTION**

14.1 This Licence and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

14.2 Subject to **clause 14.3**, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Licence, including in relation to any non-contractual obligations.

14.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Licence, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

15. **LEGAL EFFECT**

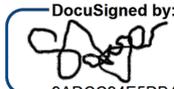
This Licence takes effect and binds the parties with effect from the date set out at the beginning of this Licence.

SCHEDULE

The Works

The fit out works being carried out by the Tenant to the Premises in accordance with the plans and specification attached.

EXECUTED as a **DEED** by)
COUNTRYSIDE PROPERTIES)
(UK) LIMITED acting by)
Kevin Delve and Tom Wright)
as Attorneys for and on behalf of)
Countryside Properties (UK))
Limited under a Power of)
Attorney dated 27 March 2023)
in the presence of:

Witness signature:  DocuSigned by:
9ADCC94E5DB44BD...

Name: Sarah Ager

Address: 130 Mounthessing Road
Billericay
CM12 9HA

Occupation: PA to MD

Witness signature:  DocuSigned by:
031034D02BD148F...

Name: Lucie Kent

Address: Goddnes Cottage
Crowhurst Lane, Kent
TN15 8PE

Occupation: Executive Assistant

DocuSigned by:

72307D421862487...

Name:

Kevin Delve

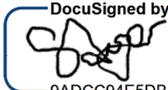
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0A85E41E87AE459...

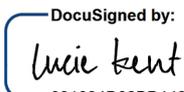
Name:

Tom Wright

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COUNTRYSIDE)
RESIDENTIAL LIMITED acting)
by)
Kevin Delve and Tom Wright)
as Attorneys for and on behalf of)
Countryside Properties (UK))
Limited under a Power of)
Attorney dated 27 March 2023)
in the presence of:

Witness signature: )
Name: Sarah Ager

Address: 130 Mountnessing Road
Billericay
Cm12 9HA
Occupation: Pa to MD

Witness signature: )
Name: Lucie Kent

Address: Goddens Cottage, Crowhurst
Lane, Kent, TN15 8PE
Occupation: Executive Assistant

DocuSigned by:

72307D421862487...
Name:
Kevin Delve

DocuSigned by:

0A85E41E87AE459...
Name:
Tom Wright

EXECUTED as a **DEED**)
by those named below as attorneys)
for **SAINSBURY'S**)
SUPERMARKETS LTD both in)
the presence of:)
)

Signature of Authorised Signatory

Witness signature:

Name:

Name of Authorised Signatory

Address:

Occupation:

Signature of Authorised Signatory

Witness signature:

Name:

Name of Authorised Signatory

Address:

Occupation:

