

Dated

12th December

2024

(1) LOUISE URSULA WATT, LYNNE MARY PURCHASE and KEVIN ANDREW COPPARD
as Executors of the Estate of CHRISTOPHER FRANCIS RUSSELL PURCHASE

- and -

(2) THE SUSSEX FOOD CO LIMITED

COUNTERPART RETROSPECTIVE LICENCE FOR ALTERATIONS

relating to

Second Floor at 31 North Street, Chichester, PO19 1LX

GEORGE IDE^{LLP}

solicitors

52 North Street
Chichester
West Sussex
PO19 1NQ
Ref: DJW/PUR1804-20

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THIS LICENCE is made on the 12th December 2024

PARTIES

- (1) Louise Ursula Watt of George Ide LLP, 52 North Street, Chichester, PO19 1NQ, Lynne Mary Purchase of Greytiles 40 Church Road, East Wittering, Chichester, West Sussex, PO20 8PS and Kevin Andrew Coppard of 1-2 The Barn, West Stoke Road, West Lavant, Chichester, PO20 8PS as Executors of the Estate of the late Christopher Francis Russell Purchase (the "**Landlord**"); and
- (2) The Sussex Food Co Limited a company incorporated and registered in England and Wales with company number 09575996, whose registered office is at Sands East Bracklesham Drive Chichester West Sussex PO20 8JW (the "**Tenant**")

AGREED TERMS

1 Interpretation

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

1.1 Definitions:

"CDM Regulations"; the Construction (Design and Management) Regulations 2015 (SI 2015/51).

"Energy Performance Certificate"; a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

"Lease"; a lease of the Property made on the same day as this Deed and made between (1) the Landlord and (2) the Tenant and all documents supplemental or collateral to that lease.

"LTA 1927"; Landlord and Tenant Act 1927.

"Property"; the ground floor garage, part of the first floor stairwell and second floor at 31 North Street, Chichester, PO19 1LX more particularly described in and demised by the Lease.

"Recommendation Report"; a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

"Term"; the term of years granted by the Lease and any agreed or statutory continuation of the Lease.

"Works"; the works that have been carried out at the Property which are referred to in the Schedule 1.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its successors in title and assigns.
- 1.3 References to the **end of the Term** are to the end of the Term however it ends.
- 1.4 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Clause headings shall not affect the interpretation of this licence.

- 1.6 References to plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format that is appropriate for 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.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 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.
- 1.12 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.13 A reference to **writing** or **written** includes fax but not e-mail.
- 1.14 A reference to **this licence** or to any other agreement or document referred to in this licence 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.
- 1.15 Unless the context otherwise requires, references to clauses are to the clauses of this licence.
- 1.16 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.
- 1.17 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 Consent to carry out the Works

- 2.1 The Landlord grants retrospective consent to the Works on the terms set out in this licence and to the Tenant having applied for planning permission and any listed buildings consent to carry out the Works.
- 2.2 This consent does not obviate the need for the consent or licence of any person other than the Landlord that may be required to carry out the Works.
- 2.3 The Tenant was not under an obligation to the Landlord to carry out the Works.

3 Carrying out and completing the Works

- 3.1 The Tenant confirms that it did not start the Works until it had obtained all other licences and consents that were required to carry them out.
- 3.2 The Tenant confirms that it carried out the Works:
- (a) using good quality, new materials which were fit for the purpose for which they were used;

- (b) in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance;
 - (c) in compliance with all laws and the terms of all other licences and consents; and
 - (d) causing as little disturbance and inconvenience as reasonably possible to the Landlord and the owners and occupiers of the building of which the Property forms part and of any neighbouring land.
- 3.3 The Tenant confirms that in carrying out the Works it has not made unsafe the structure of the building of which the Property forms part, any plant or machinery at the building of which the Property forms part or any neighbouring land or building.

4 The CDM Regulations

- 4.1 The Tenant confirms that it complied with its obligations under the CDM Regulations including (without limitation) all requirements in relation to the provision and maintenance of a health and safety file.
- 4.2 The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and give the health and safety file to the Landlord at the end of the Term.
- 4.3 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 4.4 The Tenant shall allow the Landlord and its agents or appointees to enter the Property to inspect the health and safety file and must at its own cost supply the Landlord with copies of it or any of the documents in it.

5 Further provisions relating to the Works

- 5.1 The Landlord will only be obliged to insure the Works if they form part of the Property, and only:
 - (a) for the amount for which the Tenant has notified the Landlord that they should be insured; and
 - (b) otherwise in accordance with the terms of the Lease.
- 5.2 Until the Landlord is obliged to insure the Works they will be at the sole risk of the Tenant.
- 5.3 The Tenant shall pay on demand any increase in the insurance premium and the amount of any additional insurance premium for the Property or any neighbouring land of the Landlord or the building of which the Property forms part that arises because of the Works.
- 5.4 The Tenant shall pay all fees, rates, levies and taxes that arise by reason of the Works (including any arising under any laws applying to the Works) whether imposed on the Landlord or the Tenant and must indemnify the Landlord from all liability in relation to such fees, rates and levies.
- 5.5 The Tenant has not served any notice under the LTA 1927 and the Works are not improvements for the purposes of the LTA 1927.

6 Reinstatement

6.1 At the end of the term, the Tenant must if the Landlord requires and gives the Tenant notice of that requirement at least six months before the end of the Term reinstate that part of the Property formerly comprising the ground floor garage for use as a garage and make good any damage (including decorative damage) caused to the Property by such reinstatement.

6.2 The parties agree that:

- (a) the Tenant shall not be obliged to remove those Works that relate to the second floor of the Property or to reinstate the second floor of the Property as a two-bedroom "Mansion Flat"; and
- (b) the Tenant shall leave the second floor rooms in good and tenantable repair and condition.

6.3 The terms of this licence will apply to such removal and reinstatement.

7 The Lease covenants and conditions

The tenant covenants in the Lease shall extend to the Works and apply to the Property as altered by the Works.

8 No warranty by the Landlord

8.1 No representation or warranty is given or is to be implied by the Landlord entering into this licence or by any step taken by or on behalf of the Landlord in connection with it as to:

- (a) the suitability of the Property or the building of which it forms part for the Works; or
- (b) whether the Works or any removal or reinstatement of them may be lawfully carried out.

8.2 The Tenant acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Landlord before the date of this licence as to any of the matters mentioned in clause 8.1.

8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9 Costs

9.1 The Tenant must pay on demand any further reasonable costs and disbursements of the Landlord, its solicitors, surveyors and managing agents incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.

9.2 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

10 The right of re-entry in the Lease

The right of re-entry in the Lease will 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.

11 Indemnity

The Tenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence.

12 Notices

Any notice given under or in connection with this licence must be in writing and must be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first-class post or other next working day delivery service will be deemed to have been delivered on the second working day after posting.

13 Liability

13.1 The obligations of the Tenant in this licence are owed to the Landlord and are made in consideration of the consent granted by clause 2.1.

13.2 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this licence. The Landlord 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 those persons.

14 Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

15 Governing law

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

16 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

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

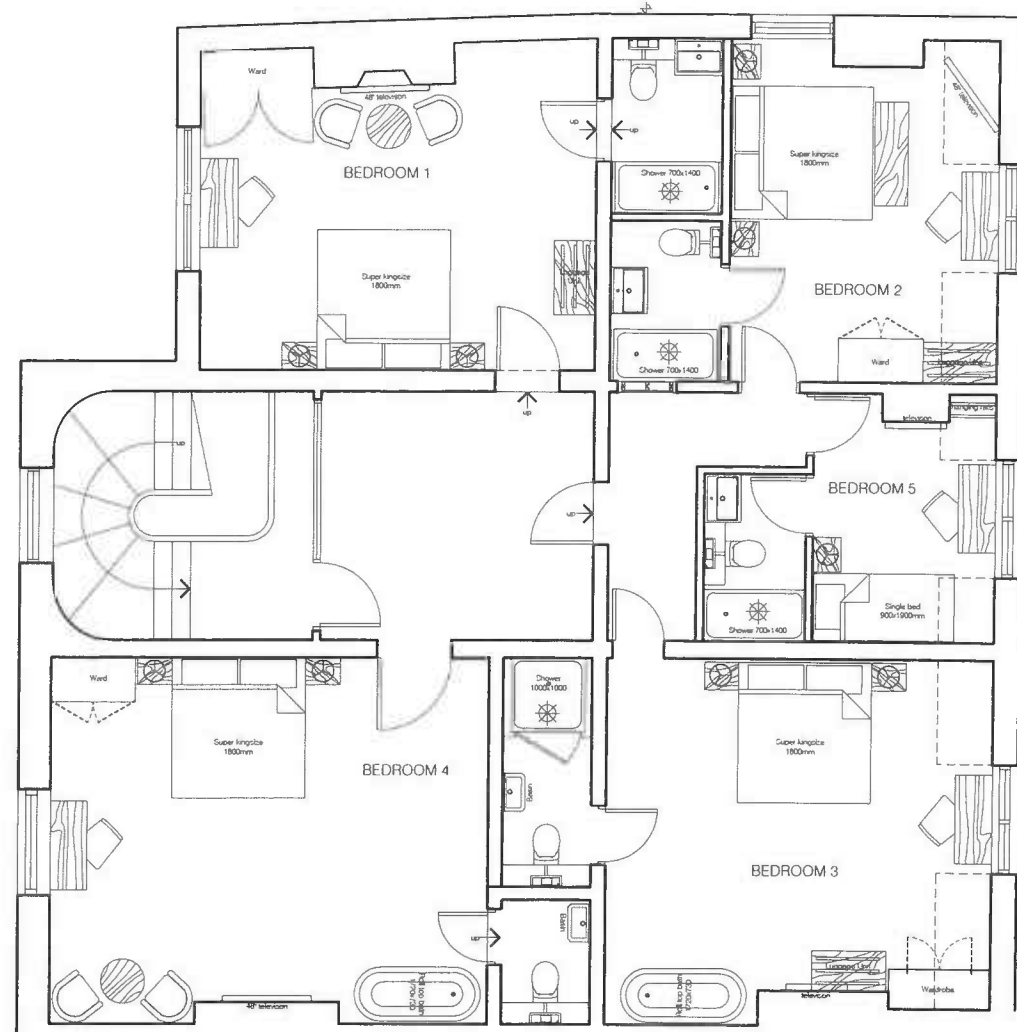
Schedule 1 - Details of the Works

Such works are shown on the plan (drawing number 5628/415 and described as '2nd Floor Plan AB Proposed') and specification annexed to this licence.

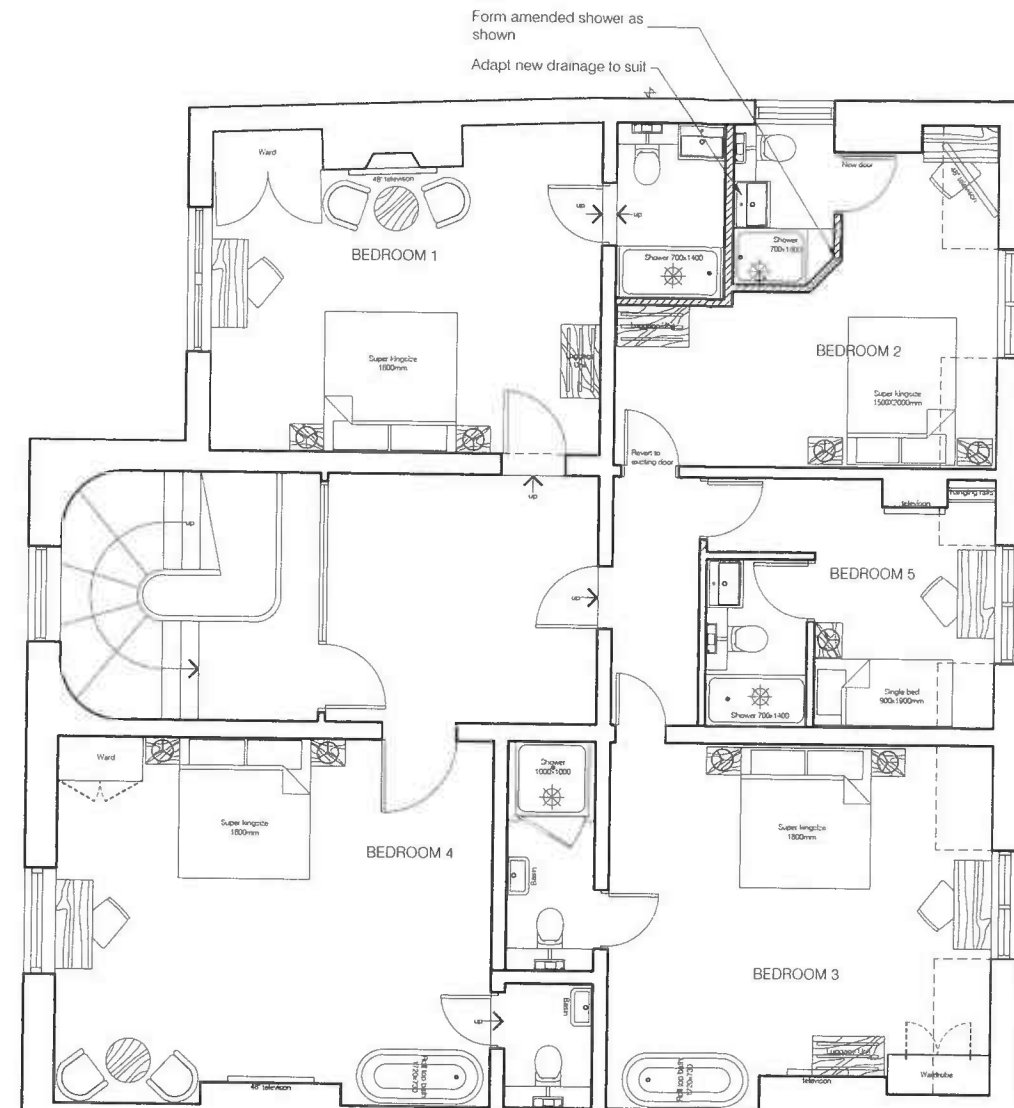
Annex 1 –Specifications/Scope of Works

All dimensions to be checked on site prior to work commencing on site. Any discrepancies must be reported to MR+P

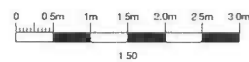
All dimensions to be checked on site prior to work commencing as this property has not been surveyed by MR+P. Any discrepancies must be reported to MR+P



2ND FLOOR PLAN AS EXISTING
Scale 1:50



2ND FLOOR PLAN AS PROPOSED
Scale 1:50



MR+P
ARCHITECTS

MELLING RIDGEWAY + PARTNERS LTD
CHARTER HOUSE MOORE STREET
SHEFFIELD S3 7UR
t: (0114) 2723321
f: (0114) 2727395
e: info@mrp-architects.co.uk

PROJECT
MR N. SUTHERLAND
31 NORTH STREET
CHICHESTER
SUSSEX, PO19 1LX

TITLE
SECOND FLOOR PLAN
AS EXISTING & PROPOSED
AMENDMENT TO ROOM 2 SHOWER

DRAWING STATUS
PLANNING

DRAWN BY	DM
DATE	JULY 2019
SCALE	1:50 @A1
DRAWING No	5628/415

Schedule of alterations carried at the second floor
31 North Street
Chichester
PO19 1LX

The scope of the works carried out was to change the second floor 3 bedroom domestic apartment into 5 overnight B&B letting rooms to form part of the business with the ground floor A3 restaurant & bar known as Purchases.

The works were carried out between July 2019 and March 2020 with planning consent and LBC from Chichester District Council planning department with Landlords knowledge. This work was carried out by the current lease holders "The Sussex Food Company"

Services upgraded and installed

Rewired new electrics in all areas of second floor chased down to main supply.

Installed new plumbing to all service areas

Connect new waste to existing services

Install new water pressure pump

Upgrade heating system

Update electric supply to 2nd floor

Remove rubbish from lofts areas (fire hazard)

Upgrade fire alarm system

Entrance hallway

Build cupboard to house services to bedrooms

Form second hallway

Remove door

Bedroom 1 (old bedroom)

Remove cupboard

Open up fire place

Refurbish bathroom

New decoration

Repair flooring

Bedroom 2 (old kitchen)

Form new partition walls and doorway for bathroom
Remove old kitchen units
Remove old gas boiler
Build new door and frame
Install new bathroom suite
New decoration
Repair flooring

Bedroom 3 (old bedroom/office)

Form new partition walls and doorway for bedroom
Form new partition walls and doorway for bathroom
Install new bathroom suite
New decoration
Repair flooring

Bedroom 4 (old bedroom)

Form new doorway for bedroom
Form new partition 3/4 wall for bathroom
Install new bathroom suite
Form new cupboard
New decoration
Repair flooring

Bedroom 5 (old bedroom)

Form new partition walls and doorway for bedroom
Form new partition 3/4 wall for bathroom
Form new doorway for bedroom
Form new partition 3/4 wall for bathroom
Install new WC suite
Form new cupboard
New decoration
Repair flooring

Signed as a deed by Louise Ursula Watt

.....

Louise Ursula Watt

in the presence of:

.....

Witness's signature

Name:

Address:

Signed as a deed by Lynne Mary
Purchase

.....

Lynne Mary Purchase

in the presence of:

.....

Witness's signature

Name:

Address:

Signed as a deed by Kevin Andrew
Coppard

.....

Kevin Andrew Coppard

in the presence of:

.....

Witness's signature

Name:

Address:

Executed as a deed by The Sussex
Food Co Limited acting by:

A handwritten signature in blue ink, appearing to be 'J. V. Z.', written over a dotted line.

Director

A handwritten signature in blue ink, appearing to be 'O. Langham', written over a dotted line.

Director/Secretary