

29 January 2025

Draft (1):
8 January 2025

GALGAR LIMITED

and

FIONA JANE ANGOVE AND
JAMES CHARLES ANGOVE

and

AMANDA BECK AND ANDREW
BECK

LICENCE TO ASSIGN

relating to

Lease of land at The Fox & Hen,
Bascote Heath, Southam, CV47 2DN

Wright Hassall LLP

Olympus Avenue,
Leamington Spa,
Warwickshire CV34 6BF

T 01926 886688

F 01926 885588

E enquiries@wrighthassall.co.uk

DX 742180 Leamington Spa 6

W www.wrighthassall.co.uk

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HM Land Registry

Landlord's title number: WK382431 and WK420265

Tenant's title number: WK510755

THIS DEED is dated

29 January

2025

PARTIES

- (1) GALGAR LIMITED incorporated and registered in England and Wales with company number 07701828 whose registered office is at George Nott House, 119 Holloway Head, Birmingham B1 1QP (Landlord).
- (2) FIONA JANE ANGOVE and JAMES CHARLES ANGOVE of Cadelcote Farm, Calcutt Lane, Rugby, Warwickshire, CV23 8HY (Tenant)
- (3) AMANDA BECK and ANDREW BECK of [Poppy Uddertine, 13 Welsh Road West, Southam, Warwickshire, CV47 0UN] (Assignee).

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease.
- (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 intends to assign the Lease to the Assignee and, under the terms of the Lease, requires the consent of the Landlord to that assignment.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Assignee's Solicitors: Smith & Wells Solicitors, Office 2, John Sinclair House, Coventry, CV1 4LY (reference Melonie Smith).

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Assignee's Solicitors at a clearing bank to an account in the name of the Landlord's Solicitors.

Landlord's Solicitors: Wright Hassall LLP of Olympus Avenue, Leamington Spa, Warwickshire, CV34 6BF (reference 108344.00003).

Lease: a lease of The Fox & Hen at Bascote Heath Southam CV47 2DN dated 16th January 2020 made between (1) Gallen Estates Limited and (2) Elizabeth Loudon 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: The Fox & Hen Bascote Heath Southam CV47 2DN as demised by the Lease.

Rent Deposit Deed: a rent deposit deed in the form attached to this licence at Annex [B].

- 1.2 References to the Landlord include a reference to the person entitled to the immediate reversion to the Lease from time to time. References to the **Assignee** include a reference to its successors in title and assigns, except in the following clauses.
 - 1.2.1 clause 1.4; and
 - 1.2.2 Clause 2.
- 1.3 The expression tenant covenants has the meaning given to it by the LTCA 1995.
- 1.4 References to completion of the assignment (and similar expressions) are to the date on which the deed of assignment to the Assignee is dated and not to the registration of that deed at HM Land Registry.
- 1.5 Clause headings shall not affect the interpretation of this licence.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Unless otherwise specified, reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 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.
- 1.12 Unless otherwise specified, a reference to **writing** or **written** includes fax but not email.

- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 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 A **working day** is any day, other than a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. **CONSENT TO ASSIGN**

- 2.1 Subject to clause 2.2 and clause **Error! Reference source not found.**, the Landlord consents to the Tenant assigning the Lease to the Assignee.
- 2.2 The consent given by clause 2.1 is valid for three months from (and including) the date of this licence. If that consent ceases to be valid before the assignment is completed, all the terms of this licence (except clause 2.1) shall remain in force.
- 2.3 On completion of the assignment the Assignee shall execute and deliver to the Landlord the Rent Deposit Deed as a deed and pay the Initial Deposit (as defined in the Rent Deposit Deed) by Electronic Payment to the Landlord.
- 2.4 Nothing in this licence shall operate to waive or be deemed to waive any subsisting breach of any of the tenant covenants of the Lease.
- 2.5 Any sum which becomes due under the Lease after completion of the assignment but which relates to any period before completion of the assignment shall be payable in full by the Assignee.
- 2.6 The consent given by clause 2.1 does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the assignment.

3. **OBLIGATIONS RELATING TO THE ASSIGNMENT**

- 3.1 The Assignee shall not occupy, and the Tenant shall not allow the Assignee to occupy, the Property or any part of it before completion of the assignment.

- 3.2 Promptly following completion and within 5 working days of the assignment, the Assignee shall notify the Landlord (or its managing agents) of the name and address of the person to whom demands for rent should be sent.
- 3.3 Within one month after completion of the assignment, the Assignee shall:
 - 3.3.1 notify the Landlord of completion;
 - 3.3.2 send the Landlord a certified copy of the assignment; and
 - 3.3.3 pay the Landlord's registration fee of £40.00 plus value added tax.

4. **COSTS**

On completion of this licence the Tenant shall pay the costs of the Landlord's solicitors in the amount of £1,340 plus VAT and disbursements limited to £50 in connection with this licence.

5. **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.

6. **INDEMNITY**

The Tenant and the Assignee 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 their respective obligations in this licence.

7. **NOTICES**

- 7.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at the address given for that party in this licence or as otherwise notified in writing to each other party.
- 7.2 A notice shall be deemed to have been received:
 - 7.2.1 if delivered by hand, on signature of a delivery receipt or otherwise at the time the notice is left at the proper address; or
 - 7.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.
- 7.3 A notice given under this licence is not valid if sent by fax or email.

- 7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. LIABILITY

- 8.1 The obligations of each of the Tenant and the Assignee in this licence are owed to the Landlord.

- 8.2 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.

9. 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.

10. REGISTRATION AT THE LAND REGISTRY

- 10.1 The Assignee shall:

10.1.1 apply for registration of the assignment at HM Land Registry within one month following completion of the assignment;

10.1.2 ensure that any requisitions raised by HM Land Registry in connection with its registration application are responded to promptly and properly; and

10.1.3 send the Landlord official copies of its title within one month after the registration has been completed.

11. 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.

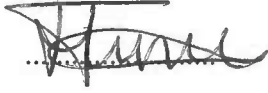
12. JURISDICTION

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.

Executed as a deed by **GALGAR LIMITED** acting by a director in the presence of:


.....
Director


.....

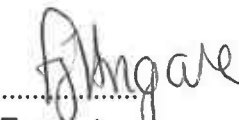
Signature of Witness

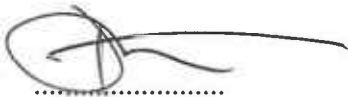
Name: **HELEN TURNER-SMITH**

Address: **OLYMPUS AVENUE
LEAMINGTON SPA
CV34 6BF**

Occupation: **SOLICITOR**

Executed as a deed by **FIONA JANE ANGOVE** in the presence of:


.....
Tenant


.....

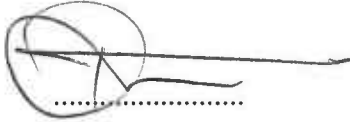
Signature of Witness

Name: **ROBERT MITT**

Address: **19 ST MICHAEL'S CRESCENT
STOCKTON**

Occupation: **CATER**

Executed as a deed by **JAMES CHARLES ANGOVE** in the presence of:

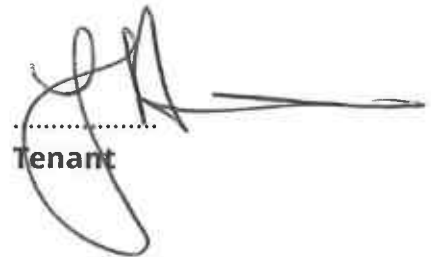


Signature of Witness

Name: **ROBERT TUTT**

Address: **19 ST MICHAEL'S CRESCENT
STOCKTON.**

Occupation: **CHF.**


Tenant

Executed as a deed by **AMANDA BECK** in the presence of:



Signature of Witness

Name: **ANDREW M'GARRY**

Address: **54 ST WULSTAN WAY
SOUTHAM
CV47 1TU**

Occupation: **HGV DRIVER**


Assignee

Executed as a deed by **ANDREW BECK** in the presence
of:


.....
Assignee


.....

Signature of Witness

Name: **ANDREW MCGARRY**

Address: **54 ST WULSTAN WAY**
SOUTHAM
CV47 1TD

Occupation: **HGV DRIVER**

ANNEX A FORM OF RENT DEPOSIT DEED