

DATED

24th January

1992

(1) NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL

(2) DUNKIN DEVELOPMENTS LIMITED

LICENCE

Ref: PJB
13.1.92

Wragge & Co

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THIS LICENCE AGREEMENT is made the 26th day of January
One thousand nine hundred and ninety two

BETWEEN NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL of the
Council Offices Coalville Leicestershire LE6 3FJ ("the Council")
(1) and DUNKIN DEVELOPMENTS LIMITED whose registered office is
situate at Rushtons Yard Market Street Ashby de la Zouch
Leicestershire ("the Licensee") (2)

1. DEFINITIONS

In this Licence unless the context otherwise requires the
following expressions shall have the following meanings
respectively:-

- 1.1 "the Lease" means the Lease between the Council (1) and the
Licensee (2) dated the day of 1992
- 1.2 "the Premises" means all that Town Hall and Premises situate
at Market Street Ashby de la Zouch Leicestershire and which is
more particularly defined in the Lease
- 1.3 "the Market Hall" means that part of the Premises so defined
in the Lease
- 1.4 "Permitted Licence" means a sub-licence or underlicence of
part of the Premises granted in accordance with the terms of the
Lease in order to allow stall holders or traders to operate and
trade from the Premises
- 1.5 "Permitted Underlease" means a sub-lease or underlease of
part of the Premises granted in accordance with the terms of the
Lease in order to allow stall holders or traders to operate and
trade from the Premises
- 1.6 "Market Trader" shall be the same meaning as defined in the
Lease

2. BACKGROUND DETAILS

2.1 The Council is the holder of market rights within the district of North West Leicestershire both under the terms of a market charter (a copy of which has been provided to the Licensee) and under powers conferred by section 50 of the Food Act 1984

2.2 The Licensee wishes to grant licences to and collect rents from stall holders and traders operating or to operate from the Premises on behalf of the Council and has requested the Council to grant to it a licence permitting it to do so

2.3 Subject to the performance and observance of the terms and conditions contained in this Licence and of the terms and conditions of the Lease the Council has agreed to give its consent to the Licensee in the manner hereinafter described

3. GRANT

3.1 The Council hereby grants to the Licensee the right to grant Permitted Licences and Permitted Underleases and to enforce the terms thereof and to collect all rents licence fees and other payments due thereunder and undertakes (to the extent that the Council is permitted under statute and common-law so to covenant) at the request and cost of the Licensee to take all reasonable steps to protect the Licensee's rights granted hereunder subject to observance by the Licensee of the obligations on its part herein contained

4. DURATION

4.1 Subject to Clause 4.2 this Licence shall remain in force for a period of 99 years commencing on the day of 1992 and subject to the provisions of Clause 6 confers no rights for the Licensee to object to the Council holding running stopping

or permitting a market of any description to be held at any time within the district of North West Leicestershire on such terms and conditions as the Council deems fit

4.2 This Licence shall immediately automatically determine, in the event of the forfeiture, surrender or termination of the Lease for any reason whatsoever but without prejudice to the rights of the parties hereto in relation to any antecedent breach of the terms hereunder

5. LICENSEES COVENANTS

The Licensee covenants with the Council as follows:

5.1 Not to use or permit to be used the Market Hall or any part thereof otherwise than for the retail sale of commodities between 8.00 am and 6.00 pm on every Tuesday Friday and Saturday and between those hours on those days to give priority to Market Traders insofar as the same is reasonably possible inter alia in accordance with the terms of the Lease

5.2 To ensure that the Market Hall is available for use by Market Traders enjoying Licences or Leases relating to the Premises or who are trading from the Premises at the date hereof and to offer to such persons new Licences or Leases on such terms as the Licensee reasonably sees fit provided always that the terms of such offer must nevertheless be a Permitted Licence or Permitted Underlease and in each case if the Market Trader so requires to permit its occupation (of that part of the Market Hall it previously so occupied) on Tuesdays Fridays and Saturdays or any combination thereof or such other location within the Market Hall if it does not materially adversely affect the Market Traders business

- 5.3 5.3.1 Not to transfer or assign or to purport or attempt to transfer or assign to any other person or body the benefit of this licence without the prior written approval of the Council (not to be unreasonably withheld or delayed) and where such approval is granted without also transferring or assigning the Lease
- 5.3.2 For the purposes of the Council's approval under the terms of Clause 5.3.1 hereto the Council shall be entitled to take into consideration only the suitability of the proposed assignee of this Licence for the purposes of performance of the obligations herein contained and also any other considerations as it ought to take into account in its capacity as Market Authority and Local Authority
- 5.3.3 The licensee covenants not itself to display nor permit to be displayed any goods or wares on or outside the exterior of the Premises nor to condone or encourage the same by any Market Trader
- 5.4 To allow the Council through its officers after reasonable notice and during normal trading hours to enter the Premises for the purposes of inspecting the operation of the Premises and of the rights granted hereunder
- 5.5 To indemnify the Council against any expenses actions claims liabilities or other payments due or arising by virtue of any breach of the terms of this Licence or the Lease
- 5.6 In the event of any legal action being taken or the threat of legal action being made by or on behalf of any competing market in connection with the said market operating on Mondays, Wednesdays and Thursdays or any or all such days and that the said competing market possesses a superior right in law whether

by formal grant of a Market Charter or by acquisition of such right by prescription the Licensee shall forthwith cease operating the said Market on those days and within those hours to which the action or proposed action relates provided always that this shall not give rise to any liability for compensation by the Council and in such circumstances the terms of this Licence shall be deemed to be revised in the light of such reduced trading and operating hours and/or days

5.7 To make provision for at least one charity stall one day in every week in the Market Hall

5.8 To pay the Council's reasonable legal and surveyor's fees plus VAT and disbursements thereon in connection with the preparation of this Licence on the execution hereof and in respect of any future consent granted in accordance with the provisions of this Licence

6. THE Council covenants insofar as it is lawful for it to do so that in the event that the Council shall wish to establish an additional market within the town boundaries from time to time of Ashby de la Zouch, it shall first serve notice ("the Notice") upon the Licensee in writing of its intention to do so. In the event that the Licensee shall within 14 days (time being of the essence) of service of the Notice serve a counternotice ("Counternotice") upon the Council indicating its wish to run such a market, both parties will use their respective best endeavours to agree and to sign a legally binding agreement to run such a market on substantially the same terms and conditions as this Licence and, if the Council is the proprietor of the location of the proposed market site in fee simple absolute then such agreement shall also incorporate the terms of the Lease

insofar as the same are applicable. If the Council is not the proprietor of the location of the proposed market in fee simple the agreement shall also incorporate a requirement for the Licensee to provide full consideration to the Council for the rights granted thereunder, such consideration to be paid in accordance with the Council's reasonable requirements together with its legal or surveyors fees plus value added tax thereon. In the event that no Counternotice is received by the Council within 14 days of service of the Notice, the Council shall be at liberty to enter into any arrangement to run such additional market without any limitations as to the terms or parties to such arrangement

IN WITNESS WHEREOF the Parties hereto have executed this Deed and it is the Parties' intention that this Deed be delivered and this Deed is delivered the day and year first before written

SIGNED as a DEED by DUNKIN)
DEVELOPMENTS LIMITED acting)
 by its Secretary and a)
 Director)

Director 

Secretary N. J. Rushton