

THIS LICENCE AGREEMENT is made the  
Two thousand and twelve

27th

day of November

BETWEEN: NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL of Council Offices, Coalville, Leicestershire, LE67 3FJ ("the Council") of the first part and DUNKIN RUSHTON LIMITED whose registered office is at Hood House, Lower Church Street, Ashby de la Zouch, Leicestershire, LE65 1AB ("the Licensee") of the other part.

## 1. BACKGROUND

1.1 The Council is the holder of market rights within the District of North West Leicestershire both under the terms of a market charter and under powers conferred by section 50 of the Food Act 1984

1.2 On 21 January 1992 the Council granted a Lease of Ashby Town Hall to the Licensee together with a licence ("the First Licence") 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 thereunder subject to observance by the Licensee of the obligations on its part therein contained for a period of 99 years commencing on 21 January 1992.

2.4 The First Licence contained a covenant on the part of the Council that in the event that the Council wish to establish an additional market within the town boundaries from time to time in Ashby de la Zouch, it shall first serve 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 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 not the proprietor of the location of the proposed market site in fee simple absolute 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.

## 2. GRANT

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

2.2 The Council hereby grants to the Licensee the right to grant licences and enforce the terms thereof and to collect all rents licence fees and other payments due thereunder for a Christmas Market to be held in Market Street Ashby de la Zouch on 3 December 2011 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.

## 3. DURATION

3.1 This licence relates to the Christmas Market to be held in Market Street, Ashby de la Zouch on 1 December 2012.

## 4. LICENSEES COVENANTS

The Licensee covenants with the Council as follows:-

- 4.1 Not to transfer or assign or purport to assign the benefit of this Licence to any other person or body without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed).
- 4.2 To hold the market only in the area shown hatched red on the plan annexed hereto
- 4.3 To ensure that the market stalls commence trading by 10am and do not cease trading until 4pm on Saturday, 1 December 2012.
- 4.4 To ensure that the market stall holders remove all refuse and leave the area clean and tidy following the end of the market
- 4.5 To advertise the market as a Christmas Market and to make clear in any promotional material that the market is part of the Ashby de la Zouch Christmas Event.
- 4.6 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.

4.7 To maintain public liability insurance to a minimum value £5 million pounds

EXECUTED by DUNKIN RUSHTON )  
LIMITED acting by a Director and its )  
Secretary )

[Redacted]

[Redacted]

..... Director

..... Secretary

[Redacted]

[Redacted]

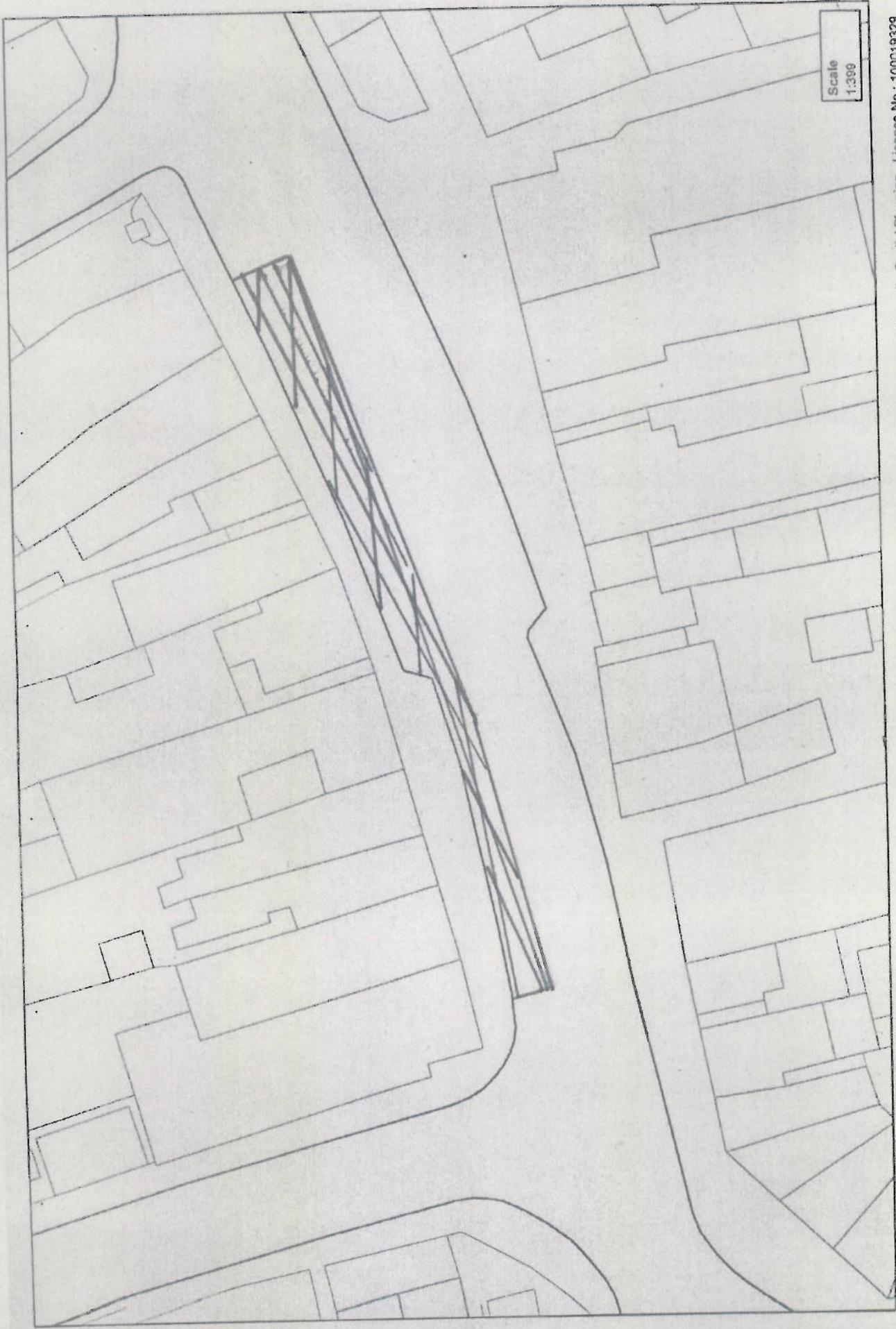
THE COMMON SEAL of NORTH )  
WEST LEICESTERSHIRE )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of:- )



[Redacted]

Elizabeth Warhurst

Head of Legal & Support Services



Scale  
1:300

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