

ELMER SANDS LIMITED

(Company Incorporated by Guarantee)
(Registered in London No. 311819)

23 Arundel Way, Elmer Sands, Middleton-on-Sea, West Sussex, PO22 6JH

PLANTING LICENCE AGREEMENT

This Licence Agreement is entered into on theday of.....20.....

BETWEEN:

1. Elmer Sands Limited (registered no 311819) whose registered office is situated at 23, Arundel Way, Elmer Sands, Middleton-on-Sea, West Sussex PO22 6JH ("The Licensor")

and

2. _____("The Licensee") of("the Property")

PURPOSE

The Licensor is the owner of land on Elmer Sands Estate and is willing to permit the Licensee to plant the Trees or Plants at the Designated Location in order to enhance and improve the environment for the benefit of Elmer Sands Limited and its members.

1. Definitions and Interpretation

In this Agreement:

Designated Location means: as indicated on the plan in Schedule 1.

Trees or Plants means the trees or plants as described in Schedule 1.

The singular form includes the plural and vice versa.

2. Commencement

This Licence comes into effect on

3. Grant of Licence

In return for the Licensee’s undertaking to maintain the Trees or Plants in good condition the Licensor grants the Licensee a licence to plant the Trees or Plants in the Designated Location.

4. Maintenance of Trees and Plants

The Licensee must maintain the Trees or Plants in good condition as specified in Schedule 1. If any Trees or Plants die or become diseased or damaged the Licensor may, after receiving a written request from the Licensee, permit the Licensee to replace them. Any replacement Trees or Plants, once planted, become the property of the Licensor in accordance with Clause 7 of this Licence.

5. Licensor’s right to maintain or remove Trees or Plants

The Licensor may at any time, if it considers it to be the best interests of Elmer Sands Limited, maintain or remove the Trees or Plants and, at its discretion, charge the cost to the Licensee.

6. Indemnity

The Licensee agrees to indemnify the Licensor against any damage caused by the Trees or Plants to the property of the Licensor or to the property of any members of Elmer Sands Limited or to any utility company or other party.

7. Ownership and rights

7.1 The Licensee acknowledges that the Licensor is the owner of the Designated Location.

7. 2 Once planted the Trees or Plants are the property of the Licensor.

7.2 This Licence does not grant any easement or other right relating to land.

8. Termination

8.1 The Licensor may terminate this Licence by giving seven days’ written notice to the Licensee if:-

a) It considers it to be in the best interests of the Licensor and the residents of Elmer Sands;
or

b) the Licensee fails to pay his or her membership fee by the due date.

8.2 The Licensee may terminate this Licence by giving the Licensor seven days’ written notice.

9. Expiry

This Licence will expire automatically if the Licensee’s ownership of the Property comes to an end either through sale of the Property, death or otherwise. This Licence does not pass to any subsequent owner of the Property

Signed on behalf of the Licensor (2 signatures)

Signedon behalf of the Licensee

Schedule 1 Trees, Plants and Maintenance

1. Trees or Plants

(set out description)

2. Designated Location

(attach plan)

3. Maintenance of Trees or Plants

(set out requirements for maintenance of Trees or Plants eg height, thickness and any other requirements)