Licence Agreement Between

**Build Hollywood Limited** 

And

Henning Stummel Developments Limited

Relating to the installation of advertising frames on the premises at N152 Royal College Street

## BETWEEN: -

- (1) The Company specified in Part 1 of the First Schedule (and subsequently referred to as "the Company") and
- (2) The Licensor specified in Part 2 of the First Schedule (and subsequently referred to as "the Licensor") which expression shall include its permitted successors in title and assignees)

## WHEREBY IT IS AGREED AS FOLLOWS: -

- In consideration of the payment made by the Company to the Licensor of the Licence Fee specified
  in Part 3 of the First Schedule the Licensor hereby grants to the Company the exclusive right to use
  the advertising location (The Property) described in the Second Schedule for the purpose of
  displaying advertising.
- This Agreement shall be for a Term Certain of Three months from the date hereof and thereafter until terminated by either party giving the other party no less than one months written notice such notice not to be served during the Term Certain.
- 3 Definitions
- 3.1 The Rent Commencement Date means the date the advertising display is installed.
- 3.2 References in this agreement to "Property" singular shall where appropriate also mean the 
  "Properties" plural as identified in the attached Schedule
- 4. The Company hereby agrees: -
- 4.1 From the Licence Fee Commencement Date to pay The Licence Fee by equal monthly payments in advance
- 4.2 To use the Property for the purpose of maintaining and displaying advertising thereon only.
- 4.3 To only supply advertising panels as detailed in the second schedule.
- 4.4 To pay all costs, taxes, charges and assessments in respect of the said structure erected as detailed in the second schedule as may from time to time become due and payable during the term.
- 4.5 To maintain at its costs public liability insurance in respect of the Property and the erections thereon.
- 4.6 To fully indemnify the Licensor against any and all costs, claims, actions, proceeding, demands and liabilities that arise out of the exercise of the licence hereby granted.
- 4.7 To provide and maintain at its cost the advertising hoardings and the structures thereon.
- 4.8 To ensure that any person shall cause as little, interference, inconvenience and disturbance as possible and leave the Property as quickly as practicable and make good any damage caused or loss sustained as a result of the entry.
- 4.9 To attend to all planning aspects associated with the erection of the advertising display including application to the relevant local district metropolitan or national authorities as appropriate according to law. Nothing contained in the Licence shall imply or warrant that the use of the Property or advertising display is in accordance with the requirements of the Planning Acts or otherwise and may be used for the purpose of advertising.
- 4.10 In the event that the display is restricted or any part thereof, or if any hoarding becomes obscured, obstructed or rendered impossible for the use of displaying posters, the Company shall be entitled to terminate, cease or suspend payments during such time as the interference should last in proportion to the amount of space obstructed.

- 5. Assignment: -
- 5.1 The Company may assign or sub-let the benefit of this Licence only with the written agreement of the Licensor.
- 6. The Licensor warrants that -
- 6.1 The Licensor has the absolute right to grant this Licence.
- 6.2 There is no other existing lease, licence or agreement in force with any other party relating to the Property, which affects the Licensor's ability to enter into this Agreement.
- 6.3 The Licensor shall assign all rights and obligations in relation to the planning aspects as aforesaid to the Company for the duration of this agreement.
- 6.4 The Licensor shall bring to the attention of the Company any notice correspondence or other communication received in relation to the use of the Property for advertisement purposes as soon as reasonably practical
- 6.5 The Licensor shall grant a right of access to the Property to allow the Company's workmen, agents entry for the purpose of installing, maintaining, replacing, removing advertisements and or equipment.
- 7. Determination: -

The Company shall be at liberty on giving thirty days notice in writing to that effect to the Licensor to delete any Property from the Second Schedule for one or more of the following reasons: -

- 7.1 It becomes unlawful to display advertisements on the Property.
- 7.2 If it becomes impracticable for the Company to post and maintain advertisements on the advertising hoardings as per Clause 4.10,
- 7.3 The Company shall be at liberty on giving three months notice in writing to that effect to the Licensor to delete any Property from the Second Schedule for one or more of the following reasons:
- 7.4 If the displays are no longer commercially viable or have a commercial value that is materially less than the date of this agreement.
- 7.5 The Licensor shall be at liberty on giving thirty days' notice in writing to that effect to the Company to delete any Property from the Second Schedule for the following reasons: -
- 7.6 The Company shall be in breach of any of the terms of this agreement and such breach shall not have been rectified within 21 days of the Licensor notifying the Company in writing of such breach.

Date 6/2/2016

Date

FEB 8<sup>TH</sup> 2016

This is the FIRST SCHEOULE referred to in the foregoing Licence between Build Hallywood Limited and Henning Stummel Developments Ltd.

Part 1	The Company	Build Hollywood Ltd The Basement 15 Duncan Terrace London N1 8BZ	
--------	-------------	--	--

Part 2 The Licensor	Henning Stummel Developments Ltd The Tin House 2 Smugglers Yard London W12 8HU
---------------------	--

Part 3	The Licence Fee	£ per annum pounds sterling)
	Second Schedule	To display small adverts measuring approx 5ft x 3.5ft.