

ELMER SANDS LIMITED

(Company Incorporated by Guarantee)

(Registered No. 311819)

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

PLANTING LICENCE AGREEMENT

This licence agreement (the "**Licence**") is entered into on the day 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

- (A) The Licensor is the owner of land on the Elmer Sands estate (the "**Estate**").
- (B) The Licensee is a member of the Licensor.
- (C) The Licensor is willing to permit the Licensee to plant Trees or Plants at the Designated Location on the Estate in order to enhance and improve the environment for the benefit of the Licensor and its members.

1. Definitions and Interpretation

- 1.1 In this Licence:

"**Designated Location**" means the area indicated on the plan in Schedule 1.

"**Trees or Plants**" mean the trees or plants as described in Schedule 1.

- 1.2 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 adhere to the terms and conditions of this Licence, 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 beyond a reasonable chance of recovery or damaged the Licensor may, after receiving a written request from the Licensee, permit the Licensee to remove and/or 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

- 5.1 The Licensor may at any time and if it considers it to be the best interests of the Estate, maintain the Trees or Plants and charge the reasonable cost to the Licensee.
- 5.2 The Licensor may at any time and at its absolute discretion remove the Trees or Plants with no compensation to the Licensee.

6. Indemnity

The Licensee agrees to indemnify the Licensor against any damage caused by the Trees or Plants to the Estate or to the property of any members of the Licensor or to any utility company or other licensee, lessee or easement grantee of the Licensor (as licensor, lessor or grantor).

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.
- 7.3 This Licence does not grant any easement or other property right relating to the Designated Location.

8. Termination

- 8.1 The Licensor may terminate this Licence by giving seven (7) 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, any reimbursement of costs or any other charges due from the Licensee to the Licensor under this Licence or any other agreement between them, by the due date.
- 8.2 The Licensee may terminate this Licence by giving the Licensor seven (7) 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 is personal to the Licensee, and does not pass to any subsequent successor or assign of the Licensee.

10. Governing Law and Disputes

- 10.1 This Licence shall be governed by the laws of England and Wales.
- 10.2 If any dispute between the Licensor or Licensee in connection with or arising out of this Licence cannot be resolved between them within fourteen (14) days on any written notice of dispute from either party to the other, the dispute may be referred at the request of either party to an extraordinary meeting of the members of the Licensor (an "EGM").

Both parties shall state their case in writing to the members prior to the EGM, whose decision on by way of an ordinary resolution shall be final and binding on the parties.

10.3 Notwithstanding any provision in the articles of association of the Licensor, the Licensee shall be permitted to vote as a member on a resolution in any EGM called for the purposes of this clause.

IN WITNESS, this Licence is signed on the date first shown above.

Signed on behalf of the Licensor (2 signatures)

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)