LAND LAW LLP

Dated 18th February ~~2024~~ 2025

**THE MANCHESTER SHIP CANAL COMPANY LIMITED** **(1)**

**and**

**TRINITY ISLANDS C1 INVESTMENTS LIMITED** **(2)**

# LICENCE

relating to Surface Water Drainage into the River Irwell for Tower C1 Phase One, Trinity Islands, Water Street, Manchester

| | |
|---|---|
| Ref: | HXD/100721/265 |
| Document Revision Date: | 12 November 2024 |

14 Market Street Altrincham Cheshire WA14 1QB
Tel: (0161) 928 8383 Fax: (0161) 928 8484
land.law

Land Law LLP is a Limited Liability Partnership registered in England (number OC326493) and is authorised and regulated by the Solicitors Regulation Authority (SRA ID: 464590). The Registered Office is as above.
'Partner' refers to a member of the LLP or a person of equivalent standing and qualification and 'Associate Partner' a non-member of the LLP.
A list of the members is available for inspection at the above office.

**TABLE OF CONTENTS**


1. DEFINITIONS ..... 3
2. INTERPRETATION ..... 11
3. Proposed DISCHARGE APPLICATION ..... 12
4. LICENCE TO CARRY OUT WORKS AND DISCHARGE SURFACE WATER .. 13
5. TEMPORARY DRAINAGE LICENCE ..... 13
6. CONNECTION FEE, LICENCE FEE AND LICENCE FEE REVIEW ..... 14
7. LICENSEE COVENANTS ..... 15
8. PROVISOS ..... 20
9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 ..... 23
10. JOINT AND SEVERAL LIABILITY ..... 23
11. PURPOSE OF THIS LICENCE ..... 23
12. JURISDICTION ..... 23
13. NOTICES ..... 23
14. LICENSEE RELEASE ..... 23
15. CONFIDENTIALITY ..... 24

**THIS LICENCE** is made on 18th february 2025 ~~2024~~

**BETWEEN:**

(1) **THE MANCHESTER SHIP CANAL COMPANY LIMITED** (Company Number 07438096) whose registered office is at Maritime Centre, Port of Liverpool, Liverpool, Merseyside, L21 1LA ("**the Licensor**"); and

(2) **TRINITY ISLANDS C1 INVESTMENTS LIMITED** (Company Number 14201826) whose registered office is at 1st Floor, NQ Building, 47 Bengal Street, Manchester, M4 6BB ("**the Licensee**").

**NOW THIS LICENCE WITNESSES** as follows:

## 1. DEFINITIONS

In this Licence the following words and expressions in shall have the following meanings:

| | |
|---|---|
| **Building Contract** | a building contract for the Outfall Works, River Works and/or Works to be made between the Licensee and the Building Contractor |
| **Building Contractor** | Renaker Build Limited (CRN 06600257) or such other such suitably experienced and competent building contractor as may be appointed by the Licensee to carry out the Outfall Works, River Works and/or Works and approved by the Licensor (such approval not to be unreasonably withheld or delayed), together with any replacement building contractor that may be appointed by the Licensee in accordance with the terms of the Building Contract and approved by the Licensor (such approval not to be unreasonably withheld or delayed) |
| **CDM Regulations** | the Construction (Design and Management) Regulations 2015 (*SI2015/51*) as shall from time to time be amended modified supplemented or replaced and shall include any regulations directions or orders lawfully made thereunder (and terms used in the CDM Regulations shall have the same meaning in this Licence as they have in the CDM Regulations) |
| **Commence** | to start or begin development works in accordance with the provisions of Section |

| | |
|---|---|
| | 56 of the Town and Country Planning Act 1990 (and "**Commenced**" and "**Commencement**" shall be read and construed accordingly) |
| **Connection Fee** | forty thousand pounds (£40,000) exc VAT |
| **Connection Fee Payment Date** | the date of this Licence |
| **Counter Notice** | a written notice served on the Licensor by a Mortgagee or Licensee or Subtenant pursuant to **clause 8.6** in response to a Termination Notice |
| **Deed of Covenant** | a deed of covenant in the form attached hereto at **Appendix B** (subject to any such amendments requested by either the Licensor or the Licensee and approved by the other party acting reasonably (such approval not to be unreasonably withheld or delayed)) |
| **Design** | the plans, sections, specifications and detailed drawings of the Outfall, Outfall Works, River Works and/or any Works submitted by the Licensee to the Licensor and approved by the Licensor in each case pursuant to the provisions of **clause 3** prior to any Outfall Works, River Works and/or any Works (as the case may be) being Commenced |
| **Design Consultant** | Curtins Limited (CRN 04022479) or such other such suitably experienced and competent consultant as may be appointed by the Licensee in relation to the Outfall Works, River Works and/or Works and approved by the Licensor (such approval not to be unreasonably withheld or delayed) |
| **Freehold** | the land and buildings known as Tower C1, Phase One, Trinity Islands, Water Street, Manchester comprising part of the freehold land provisionally allocated title number MAN420389 by the Land Registry and which is shown edged red on Plan 1 |
| **Group Company** | a company which is a member of the same group of companies as the Licensor or the Licensee (as the case may be) within the |

| | |
|---|---|
| | meaning of Section 42(1) of the Landlord and Tenant Act 1954 |
| **Index** | the Index of Retail Prices (All items) published by the Office of National Statistics or such other body on whom the duties for preparation and publication of the Index devolves |
| **Initial Licence Fee** | thirty two thousand nine hundred and forty eight pounds (£32,948) per annum |
| **Licence Commencement Date** | the date of this Licence |
| **Licence Fee** | the Initial Licence Fee or any replacement for it pursuant to the Licence Fee Review Provisions in each case per annum |
| **Licence Fee Commencement Date** | the earlier of:<br>a. the date on which Surface Water first discharges through the Outfall; and<br>b. 1 January 2029 |
| **Licence Fee Review Date** | 1st April falling after the Licence Fee Commencement Date (unless the date of this Licence is 1st April and in which case the Licence Fee Review Date shall be the date of this Licence) and thereafter the 1st April in each year throughout the Licence Period |
| **Licence Fee Review Period** | the period starting with any Licence Fee Review Date and ending on the day immediately preceding the next Licence Fee Review Date or starting with the last Licence Fee Review Date and ending at the end of the Licence Period |
| **Licence Fee Review Provisions** | the provisions for review of the Licence Fee contained in **clause 6.4** |
| **Licence Period** | 250 years from and including the Licence Commencement Date |
| **Licensee's Land** | the land shown edged red on Plan 2 |
| **Licensor's Conveyancer** | Land Law LLP of 10-14 Market Street, Altrincham, Cheshire WA14 1QB (Ref: HXD/100721/265) or such other |

| | |
|---|---|
| | conveyancer as the Licensor notifies to the Licensee in writing from to time |
| **Licensor's Engineer** | the Licensor's engineer for the time being who may be an employee of the Licensor (or a Group Company of the Licensor) |
| **Licensor's Land** | the relevant parts of the River or its banks or walls or bed |
| **Method Statement** | a written statement and supporting drawings (submitted by the Licensee to the Licensor pursuant to the provisions of **clause 3** setting out in detail how the Outfall Works, River Works or Works will be carried out and completed) and approved in writing by the Licensor or the Licensor's Engineer in accordance with the provisions of **clause 3** prior to any Outfall Works or Works being Commenced (such approval not to be unreasonably withheld or delayed) |
| **Mortgagee** | a provider of finance or refinance or mortgagee or chargee to the Licensee having a charge subsisting at that relevant time registered against the Licensee's Land (or any part thereof) (or a charge submitted to the Land Registry and pending registration or a charge of which the Licensor has prior written notice of) where notice of its charge of the Licensee's Land (or any part thereof) has been given to the Licensor in writing and whose name and address for service in England and Wales has previously been notified in writing to the Licensor |
| **Mortgagee Deed of Covenant** | a deed of covenant in the form attached hereto at **Appendix C** (subject to any such amendments requested by either the Licensor or the Licensee and approved by the other party acting reasonably (such approval not to be unreasonably withheld or delayed)) |
| **Multiple** | the figure calculated to two decimal places by the use of the following formula:<br><br>**M = A ÷ B** |

| | |
|---|---|
| | where:<br><br>"**M**" is the Multiple<br><br>"**A**" is the most recently published figure for the Index at the relevant Licence Fee Review Date; and<br><br>"**B**" is the most recently published figure for the Index at the Licence Fee Review Date immediately preceding the relevant Licence Fee Review Date or in the case of the first review of the Licence Fee payable under this Licence at 1 April 2024 |
| **Notice Period** | the period, being not less than 30 Working Days, specified by the Licensor in a Termination Notice for the service of a Counter Notice by the Licensee, Mortgagee or Subtenant |
| **Outfall** | the surface water pipe and outfall together with its supporting structures (such pipe and outfall to be constructed within the Licensee's Land and along a route and in a position first approved in writing by the Licensor pursuant to the provisions of **clause 3** between the area shown by the blue line on Plan 1 |
| **Outfall Works** | the construction of the Outfall in accordance with the Design and Method Statement and all works associated therewith (including for the avoidance of doubt any River Works) pursuant to **clause 4** |
| **Payment Date** | 1st April and 1st October in each year during the Licence Period |
| **Permitted Disposal** | each of the following:<br><br>a. the grant of a lease of an apartment forming part of a block of apartments within the Licensee's Land;<br><br>b. the grant a lease of a car parking space within the Licensee's Land;<br><br>c. the grant a lease of a stand alone commercial unit or a commercial unit |

forming part of a block of apartments with ancillary commercial units;

d. the grant an easement (other than for drainage to the River);

e. the disposal of part or parts of the Licensee's Land upon which an electricity sub-station, gas generation or pumping station or other statutory services or infrastructure have been or are to be constructed or installed and the immediate curtilage of the same together with ancillary easements in each case (save where relating to the drainage of Surface Water to the River); and/or

f. the disposal of part of the Licensee's Land by way of transfer of the freehold or the grant of a lease for the dedication of highway or of public open space pursuant to section 106 of the Town and Country Planning Act 1990 or sections 38 or 278 of the Highways Act 1980;

**Plan(s)** the numbered plans attached hereto at **Appendix A**

**Professional Team** the Design Consultant alongside any other parties undertaking or providing services in connection with Outfall Works, River Works and/or Works and/or having a material design responsibility in relation to the Outfall Works, the River Works and/or any Works

**Proposed Discharge Application** a written application to be made by the Licensee to the Licensor for approval of relating to a discharge of Surface Water into the River, such application to specify and detail each of the following:

a. the proposed location of the Outfall and discharge point (which for the avoidance of doubt must be between the blue line on the Plan);

b. the Surface Water to be discharged through the Outfall;

c. the rate of discharge, the velocity of discharge and the volume of discharge of Surface Water through the Outfall;

d. the proposed size and dimensions of the Outfall;

e. the estimated date from which the Licensee wishes to start discharging Surface Water;

f. the Design for the Outfall, Outfall Works and River Works;

g. the Method Statement for the Outfall Works and the River Works; and

h. any attenuation and/or pumping works or measures required (together with an acknowledgement that such works are to be carried out at the cost of Licensee)

**Rate of Increase** — the annual percentage increase in the tariff which would be chargeable to the Licensee's Land and all buildings and structures on it for surface water drainage services to residential premises as if provided by United Utilities Water plc or its successor undertaker providing such services in the area of the Licensee's Land for the year in which the relevant Licence Fee Review Date falls

**River** — the River Irwell

**River Works** — such works of reconstruction and/or reinforcement to the walls and/or embankments of the River or the surrounding land and such other protective works or mitigation works or measures to the banks wall or structure of the River as the Licensor reasonably and properly deems to be necessary due to the carrying out of Outfall Works and/or the exercise of the licences granted by this Licence in each case in accordance with the Design

**Safety Notes** — the Licensor's safety notes or directives (whether written or oral provided any oral directions are promptly followed up in writing) as may from time to time be

| | |
|---|---|
| | notified by the Licensor or the Licensor's Engineer to the Licensee or its Professional Team (or any entity or entities comprising part or parts of that Professional Team) |
| **Subtenant** | any person or entity with a leasehold interest in the whole of the Licensee's Land (not being a lease which is a Permitted Disposal) at the relevant time registered against the title to the Licensee's Land (or a lease submitted to Land Registry and which is pending registration) and who has (or should have) provided the Licensor with a Deed of Covenant |
| **Subtenant Mortgagee** | a provider of finance or refinance to any Subtenant having a charge subsisting at that relevant time registered against the Subtenant's interest in the Licensee's Land (or a charge submitted to the Land Registry and pending registration or a charge of which the Licensor has prior written notice of) where notice of its charge has been given to the Licensor in writing and whose name and address for service in England and Wales has previously been notified in writing to the Licensor and who has (or should have) provided the Licensor with a Mortgagee Deed of Covenant |
| **Surface Water** | clean and uncontaminated surface water which has first passed through a fully operational silt and petrol interceptor and which has originated from the Licensee's Land |
| **Termination Notice** | a written notice served by the Licensor on the Licensee, any Subtenant and any Mortgagee pursuant to the provisions of **clause 8.5** (which for the avoidance of doubt must specify the Notice Period) |
| **VAT** | either the tax payable in compliance with the provisions of the Value Added Tax Act 1994 on any relevant supply of goods or services made in the United Kingdom at the rate appropriate at the time of the relevant supply or any alternative or replacement tax and whether payable as the result of an election or otherwise |

| | |
|---|---|
| **Warranties** | the collateral warranties, to be provided by each member of the Professional Team in favour of the Licensor, substantially in the form attached hereto at **Appendix D** with any material amendments to be approved by the Licensor (such approval not to be unreasonably withheld or delayed) (and "**Warranty**" shall be read and construed accordingly) |
| **Working Day** | any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory bank or public holiday |
| **Works** | any works of maintenance repair alteration renewal reconstruction replacement or removal of the Outfall and all works associated therewith |

## 2. INTERPRETATION

Unless there is something in the subject or context of this Licence inconsistent therewith:

2.1 references to "**the Licensor**" and "**the Licensee**" include their respective successors in title and assigns.

2.2 Words importing the singular number include the plural number and vice versa and words importing the masculine gender include the feminine gender and vice versa.

2.3 Any reference to a statute or order in this Licence includes any statutory extension or modification or re-enactment of such statute or order and any regulations, orders or guidelines made thereunder.

2.4 Words importing persons include companies and corporations and vice versa and any reference in this Licence to a company will include a limited liability partnership

2.5 Any covenant in this Licence by the Licensee not to do any act or thing includes an obligation not to agree or suffer any act or thing to be done and to use all reasonable endeavours to prevent such act or thing being done by another person.

2.6 The titles or headings appearing in this Licence and the front cover of this Licence are for reference and will not affect its construction or its interpretation.

2.7 References in this Licence to any clause, schedule or paragraph will be construed as a reference to the clause, schedule or paragraph of a schedule to this Licence so numbered.

2.8 Any sum payable by one party to another will be exclusive of VAT which will where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid.

2.9 References to "loss" are references to liabilities damages or losses awards of damages or compensation penalties costs disbursements and expenses arising from any claim demand action or proceedings.

2.10 If any provision of this Licence is held to be invalid or unenforceable then such provision is (so far as invalid or unenforceable) to be given no effect and is deemed not to be included in this Licence but without invalidating any of the remaining provisions of this Licence.

2.11 Where the Licensor or the Licensee is under an obligation to do something pursuant to this Licence it will be deemed to have satisfied such obligation if it procures that such thing is done.

## 3. PROPOSED DISCHARGE APPLICATION

3.1 As soon as reasonably practicable and in any event by the date which is no later than two years from the Licence Commencement Date the Licensee shall submit to the Licensor for approval a Proposed Discharge Application in relation to the Licensee's Land PROVIDED THAT it is agreed that the Proposed Discharge Application shall relate to no more than one Outfall.

3.2 The Licensor shall not and shall procure that the Licensor's Engineer shall not following receipt of the Proposed Discharge Application unreasonably withhold or delay their approval of the Proposed Discharge Application or any document comprising part of it.

3.3 The Licensee hereby agrees and acknowledges that it shall not exercise or purport to be entitled to exercise the rights contained in **clause 4** until such a time as the Proposed Discharge Application has been approved in writing by the Licensor and the Licensor's Engineer.

3.4 The Licensor and the Licensee agree that following approval of the Proposed Discharge Application the parties will each append a copy of the Proposed Discharge Application to the part of this Licence which they hold (or their agents hold, as the case may be) and that any terms or provisions within the Proposed Discharge Application which relates to the exercise of the rights (or any caveats or conditions or limitations in respect of the exercise of the rights) contained in **clause 4** shall be deemed to form part of this Licence and the Licensor's rights to terminate this Licence detailed below shall extend and be exercisable in respect of any breaches of the terms or provisions of the Proposed Discharge Application.

3.5 The parties to this Licence agree and acknowledge that:

(a) the Outfall is to be constructed by the Licensee in accordance with the provisions of **Schedule 3** of this Licence and thereafter it is to be used by the Licensee for the discharge of Surface Water into the River only;

(b) this Licence is being entered into to formalise the terms and conditions relating to the construction of the Outfall by the Licensee and the use of the Outfall thereafter by the Licensee.

## 4. LICENCE TO CARRY OUT WORKS AND DISCHARGE SURFACE WATER

In consideration of the annual Licence Fee reserved and payable to the Licensor by the Licensee on the terms set out herein and the Connection Fee payable to the Licensor by the Licensee on the Connection Fee Payment Date and of the obligations contained in this Licence the Licensor grants to the Licensee (in so far as it is entitled to do so) licence (subject to the termination rights detailed below):

4.1 (in common with the Licensor and all others from time to time authorised by the Licensor or otherwise entitled) to construct the Outfall and carry out the Outfall Works, the River Works and/or any Works (and any works connected therewith) in accordance with the provisions of **Schedule 3** of this Licence;

4.2 to use the Outfall for the discharge into the River of Surface Water in accordance with the terms of this Licence; and

4.3 to enter with or without workmen, servants, agents, contractors, plant, machinery, equipment, tools and materials at all reasonable times on to such parts of the Licensor's Land as have been previously approved by the Licensor (such approval not to be withheld or delayed) save in emergency when entry may be taken on giving as much notice as possible in the given circumstances (subject to the Licensee carrying out such further works as the Licensor may reasonably require after such entry is taken) and in each case as may be necessary for the purposes of exercising the licences and permissions granted by this Licence.

TO HOLD for the Licence Period or until determined as hereinafter provided

## 5. TEMPORARY DRAINAGE LICENCE

5.1 The parties to this Licence hereby agree and acknowledge from and including the Licence Commencement Date until such a time as the Outfall Works are completed in accordance with the terms of this Licence that surface water may flow through its natural course from the surface of the Licensee's Land into the River (the "**Temporary Drainage**") and that such flow shall be permitted by the Licensor until such a time as the Outfall Works are completed PROVIDED THAT:

(a) the Licensee shall ensure that the surface water which shall drain pursuant to the Temporary Drainage shall be clean and uncontaminated;

(b) the Licensee's covenants in this Licence in relation to the drainage of Surface Water through the Outfall shall apply equally to the Temporary Drainage (mutatis mutandis including but not limited to references in those covenants to the "Outfall" to be read and interpreted accordingly as applying to the area of the Licensee's Land through, over or under which the surface water shall flow pursuant to the Temporary Drainage) and the Licensee hereby covenants with the Licensors to observe and perform such covenants in relation to the Temporary Drainage PROVIDED FURTHER FOR THE AVOIDANCE OF DOUBT the following Licensee covenants shall not apply to the Temporary Drainage:

(i) the covenants contained in clause 3;

(ii) the covenants contained in clauses 7.2, 7.8, 7.19, 7.21, 7.22 and 7.25; and

(iii) the covenants contained in **Schedule 3**.

(c) the Licence Fee shall be paid from and including the Licence Fee Commencement Date and thereafter at the times and on the terms specified under this Licence; and

(d) the Connection Fee shall be paid on the Connection Fee Payment Date.

## 6. CONNECTION FEE, LICENCE FEE AND LICENCE FEE REVIEW

The Licensee covenants with the Licensor:

6.1 To pay to the Licensor by direct debit or other authorised payment from a clearing bank based in the United Kingdom the Licence Fee per annum subject to the Licence Fee Review Provisions from and including the Licence Fee Commencement Date and payable by half yearly payments in advance on each Payment Date in each year clear of all deductions the first of such payments in respect of the period from and including the Licence Fee Commencement Date until and including the date prior to the next Payment Date to be paid on the Licence Fee Commencement Date.

6.2 To pay to the Licensor the Connection Fee from a clearing bank based in the United Kingdom on the Connection Fee Payment Date.

6.3 On production of a VAT invoice to pay any VAT which is now payable or may become payable in respect of the sums or any part of them due under this Licence or any of them which are exclusive of VAT.

6.4 That the Licence Fee shall be increased annually on each Licence Fee Review Date to the greater of:

(a) a licence fee equal to the Licence Fee payable immediately before the relevant Licence Fee Review Date (ignoring any payment cesser or abatement); and

(b) a licence fee equal to the indexed charge as may be ascertained in accordance with **Schedule 1**; and

(c) a licence fee calculated by multiplying the Licence Fee payable immediately before the relevant Licence Fee Review Date (ignoring any cesser or abatement of the Licence Fee) by the Rate of Increase and adding the result to the Licence Fee payable immediately prior thereto (ignoring any cesser or abatement of the Licence Fee) for surface water drainage services to residential premises by United Utilities Water plc or its successor undertaker providing such services in the area of the Licensee's Land for the year in which the relevant Licence Fee Review Date falls)

PROVIDED THAT:

(i) such reviewed Licence Fee shall not be greater than the amount which United Utilities Water plc (or its successor undertaker providing such services in the area) would charge at the relevant Licence Fee Review Date for a comparable discharge service through its network; and

(ii) if United Utilities Water plc (or its successor undertaker providing surface water drainage services in the area) ceases to levy a separate charge for surface water drainage services to residential premises or incorporates some of the charge into another service **clause 6.4(c)** and **clause 6.4(c)(i)** shall no longer apply.

6.5 If the revised Licence Fee payable on and from any Licence Fee Review Date has not been agreed or determined by that Licence Fee Review Date then the Licence Fee shall continue to be payable at the rate previously payable and within 20 Working Days after the revised Licence Fee being ascertained, the Licensee shall pay to the Licensor any shortfall between the Licence Fee and the revised Licence Fee payable up to the relevant Payment Date following ascertainment together with interest on any shortfall at the base rate of the Royal Bank of Scotland plc such interest to be calculated on a day to day basis from the relevant date on which it would have been payable if the revised Licence Fee had then been ascertained at the relevant Licence Fee Review Date to the date of actual payment of any shortfall and the interest so payable shall be recoverable in the same manner as charge in arrear.

6.6 That time is not of the essence in the procedures to ascertain the revised Licence Fee.

## 7. LICENSEE COVENANTS

The Licensee covenants with the Licensor:

7.1 To pay all existing and future taxes rates charges duties assessments impositions and outgoings whatsoever from time to time payable either by the Licensor or the Licensee in respect of the Outfall and/or this Licence.

7.2 To construct and install the Outfall and carry out the Outfall Works, the River Works and any Works in accordance with the provisions of **Schedule 3**.

7.3 At all times during the continuance of this Licence and after such is constructed to maintain and keep the Outfall in good and substantial and safe repair and condition to the reasonable satisfaction of the Licensee's Engineer PROVIDED THAT if at any time the Licensor or the Licensor's Engineer notifies the Licensee in writing that in the reasonable opinion of the Licensor or the Licensor's Engineer the state of repair of the Outfall is in such a state of disrepair that the River is prejudicially affected, the Licensee will on receipt of such notice take such steps as are necessary to put the Outfall in to such state of repair as not to prejudicially affect the River and in the event that the Licensee does not commence and diligently proceed with such works within 30 Working Days after receipt of the notice from the Licensor or

Licensor's Engineer (or 20 Working Days in the case of an emergency), the Licensor or the Licensor's Engineer will be entitled to carry out such works of repair as are necessary and the proper costs and expenses incurred by the Licensor or the Licensor's Engineer in doing so will be repaid to the Licensor or the Licensor's Engineer (as the case may be) by the Licensee within ten Working Days of receipt of written demand.

7.4 Not to cause any damage to the Outfall or the Licensor's Land or any property in the ownership of the Licensor and to make good any damage caused to the reasonable satisfaction of and under the supervision of the Licensor and the Licensor's Engineer.

7.5 To use the Outfall for the discharge of Surface Water only and not to permit any oil silt noxious harmful or solid matter to pass into the River, whether through the Outfall or otherwise, and to comply at all times and in all respects with all statutory requirements (including any modification or re-enactment of them for the time being in force) byelaws any regulations or orders made under them and any requirements of any statutory authority (including but not limited to the Environment Agency or its successor regulator) affecting the Outfall or the exercise of the permission granted by this Licence or (in connection with the Outfall and/or the exercise of the permissions given hereunder) the property around the Outfall and/or on which the Outfall is situate PROVIDED THAT:

(a) the rate of discharge of Surface Water shall not at any time during the Licence Period exceed 100 litres per second; and

(b) the velocity of the Surface Water discharge shall not at any time during the Licence Period exceed a velocity of 2 metres per second.

7.6 To obtain and maintain all licences and consents necessary to enable the lawful drainage to the River of Surface Water pursuant to this Licence and to comply with all conditions contained or referred to in such licenses and consents and the obligations hereunder.

7.7 In relation to any act, the commission or omission of which requires any consent, permission, approval, licence or any other authority (for the purposes of this **paragraph 7.7**, an "**Authority**") under the Environmental Protection Act 1990 or any Act or Acts amending replacing or modifying such Act for the time being in force or of a similar nature and all orders and regulations thereunder:

(a) not to do or omit to do (as the case may be) such act without obtaining such Authority;

(b) not to apply for or vary or apply to cancel or withdraw such Authority without the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed); and

(c) not to discharge or allow to be discharged into the River any fluid of a poisonous or noxious nature of a kind calculated to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any

stream, river, river bed, river wall and/or river banks and not to do or permit or allow or suffer to be done or permitted any act or thing whereby the waters of any such stream, river, river bed, river wall and/or river banks may be polluted or the composition thereof so changed as to render the Licensor liable to any action or proceedings by any person whomsoever and to indemnify and keep indemnified the Licensor in respect of all loss, damage, actions, proceedings, claims, demands and damages and all properly incurred costs and/or expenses that may arise through a breach of this covenant.

7.8 That the Licensee will (unless the Licensor requires otherwise) at its own expense promptly on the determination of this Licence remove the Outfall and reinstate the River and the Licensor's Land to the reasonable satisfaction of the Licensor's Engineer.

7.9 Not to do or permit to be done anything which may cause any obstruction to or which may endanger the use of the River or which may cause any loss or obstruction to the flow of the water in the River or which may endanger or obstruct to the use of the towing path or cause any injury or damage to the towing path or banks of the River or any other property of the Licensor.

7.10 Not to make cause or permit to be made any alterations whatsoever to the Outfall or any part thereof nor any addition to or connection to the same without the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed) PROVIDED THAT in any event there shall be no connections made to the Outfall so as to drain through the Outfall from land other than the Licensee's Land.

7.11 Except in accordance with the provisions of **Schedule 2**, not to transfer assign or otherwise part with share or hold on trust the whole or any part of this Licence nor the benefit of it nor to grant any third party any permission under this Licence whether by way of sub-licence or otherwise and the parties covenant to comply with their obligations at **Schedule 2**.

7.12 That the Outfall will be maintained repaired removed altered or replaced by the Licensee at its own risk and no claim or demand whatsoever will be made against the Licensor in respect of or in any way arising out of damage injury to or loss of the Outfall or any works connected therewith or any parts thereof.

7.13 To indemnify and keep indemnified the Licensor from and against liability in respect of all loss damage actions proceedings claims demands costs damages and expenses of whatsoever nature in respect of any injury to or death of any person or damage to any property moveable or immoveable or in respect of the infringement disturbance or destruction of any right covenant or privilege or otherwise by reason of or arising in any way directly or indirectly out of or as a consequence of:

7.13.1 damage to the Outfall by any vessel navigating the River;

7.13.2 the exercise of the Licence and permissions granted hereunder; and/or

7.13.3 any lack of maintenance or repair to any Outfall and/or the River its walls bed or banks which supports the Outfall or otherwise in the exercise of the Licence and permissions granted hereunder; and/or

7.13.4 failure of any Outfall as a result of any subsidence landslip or collapse of the walls bed or banks of the River; and/or

7.13.5 the non compliance with any consents obtained in connection with Works; and/or

7.13.6 the depletion of assets of the Licensor or any payment in consequence of any liability of the Licensor to any tax or levy arising out of or as a result of the Outfall; and/or

7.13.7 any act omission or default of the Licensee its agents contractors servants invitees or licensees; and/or

7.13.8 any breach by the Licensee or its servants agents contractors licensees or invitees of any covenant on the part of the Licensee or any condition herein contained;

AND the liability of the Licensee will not be in any way affected by any approval given or supervision exercised by the Licensor or its or their servants contractors or agents hereunder.

7.14 In respect of any claim covered by an indemnity given to the Licensor by the Licensee under this Licence, the Licensor is to use reasonable endeavours to mitigate its loss where it is reasonably practicable for the Licensor to do so and such claim or other loss or other relevant matter is within the Licensor's control.

7.15 That the Licensee will on (and as a condition of) completion of this Licence pay the Licensor's Engineer's fees relating to their review and approval of this Licence and any documents appended to it amounting to [five hundred pounds (£500) plus VAT].

7.16 That the Licensee will from time to time within 15 Working Days of demand pay to the Licensor the following reasonable costs and expenses of the Licensor:

(a) the fees of the Licensor's Engineer and travelling expenses of and incidental to the inspection and/or supervision of and attending site meetings in relation to any River Works and/or any Works, such fees to be calculated on the basis of the Licensor's Engineer's rates from time to time in force AND IT IS HEREBY AGREED AND ACKNOWLEDGED THAT the Engineer's fees in relation to the initial approval and/or inspection and supervision of the Outfall Works shall be covered by the fees contribution set out at **clause 7.15** and no further fees may be levied in that regard; and

(b) the costs and fees of the Licensor's consultants (if any, and including but not limit to the costs and fees of their legal advisers) from time to time which would not have arisen if this Licence had not been granted AND IT IS HEREBY FURTHER AGREED AND ACKNOWLEDGED THAT the Licensor's legal costs in relation to the preparation, agreement, engrossment and completion of this Licence shall be covered by the costs contribution set out at **clause 7.15** and no further costs may be levied in that regard.

7.17 In the event that the Licence Fee due pursuant to **clause 6** or any part of it or any other sum due pursuant to this Licence remains unpaid for more than 20 Working Days after the date on which the same became due (whether formally demanded or not) to pay interest from the date on which the same became due until the date of payment at the yearly rate of 4% above the base rate for the time being of The Royal Bank of Scotland plc or such other bank being a member of the Committee of London and Scottish Bankers as the Licensor may from time to time nominate or if that base rate cannot be ascertained such other reasonable rate of interest as the Licensor from time to time determines.

7.18 The Licensee must maintain at all times full and effective insurance in such sum as the Licensor may reasonably require from time to time:

(a) (being at least ten million pounds (£10,000,000) per claim) against any injury and damage to persons and property which may occur or arise out of the carrying out of the Outfall Works, the River Works and/or any Works (and any works connected therewith), the existence of the Outfall or the exercise of the licence hereby granted or out of the act neglect or default of the Licensee its servants agents contractors or visitors; and

(b) (being at least ten million pounds (£10,000,000) per claim) against any environmental injury harm damage and contamination to persons property or otherwise which may occur or arise out of the carrying out of the Outfall Works, the River Works and/or any Works (and any works connected therewith), the existence of the Outfall or the exercise of the licence hereby granted or out of the act neglect or default of the Licensee its servants agents contractors or visitors (including but not limited to covering liabilities which arising under **clause 7.7** and costs and expenses of remediation of environmental damage and environmental harm);

and must produce to the Licensor within five Working Days of their request, the insurance policy and the last premium for the receipt but not more than once in any one year.

7.19 Before Commencing the Outfall Works, River Works and/or the Works (and any works connected therewith) to effect (or procure) insurance in respect of those works and all unfixed goods and materials at the Licensee's Land or Licensor's Land (as the case may be) in relation to those works with a reputable insurance office in or having a business office in the United Kingdom to their full reinstatement costs against a comprehensive list of insured risks which the Licensee shall deem necessary (acting reasonably) with a minimum level of indemnity of ten million pounds (£10,000,000) per claim and the Licensee will procure that such insurance shall be kept in force until at least the date which is 12 months after practical completion of the Outfall Works, River Works and/or Works (and any works connected therewith) (in each case as the case may be) and as and when reasonably requested to do so to provide to the Licensor with a copy of the policy or policies effected and maintained pursuant to this **clause 7.19** together with evidence of the payment of the premium for it and its renewal from time to time.

7.20 To procure that the building contractor carrying out the Outfall Works, River Works and/or Works and their respective workmen agents and employees will at all times

carry out those works in accordance with the requirements of such insurer of those works pursuant to the provisions of **clause 7.19**.

7.21 To notify the Licensor of the same within ten Working Days of the date on which Surface Water originating from the Licensee's Land first discharges through the Outfall.

7.22 To comply with the obligations on the part of the Licensee in the **Schedules** to this Licence.

7.23 Not at any time to request, apply for or permit or allow by act or omission the Outfall and/or the drainage system leading to the Outfall to become adopted by (or subject to an adoption agreement with) United Utilities Water plc (or its successor undertaker or other equivalent default retailer operating in the area of the Licensee's Land at the relevant time providing such services in the area) pursuant to the provisions of section 104 of the Water Industry Act 1991 (or any provision to similar intent) or an agreement with a water undertaker or a drainage undertaker.

7.24 The Licensee must not Commence or carry out the Outfall Works, the River Works and/or any Works (or any works connected therewith) or any part of them unless the Licensee has first delivered to the Licensee duly executed Warranties relating to such works and if following the delivery of the aforementioned Warranties the Licensee appoints by way of replacement or substitution a Professional Team member in relation to which a Warranty has been delivered as aforementioned the Licensee will procure delivery to the Licensor in substitution a duly executed Warranty within 10 Working Days of the appointment of the replacement or substituted Professional Team member.

7.25 The Licensee will diligently observe its obligations under the Building Contract and under all appointments of the Professional Team and will take all necessary action to enforce the due performance of the obligations on the part of the Building Contractor and the members of the Professional Team.

## 8. PROVISOS

It is hereby agreed and declared:

8.1 That in case of default by the Licensee in respect of any of the provisions of this Licence the Licensor without prejudice to any other right or remedy shall be entitled to do such things itself as required of the Licensee and to make good any damage to the Licensor's Land by so doing and also to carry out any works which in the reasonable opinion of the Licensor's Engineer are necessary to safeguard or secure the Licensor's Land and unrestricted user of the River and any other property affected against any damage or interference caused by such default on the part of the Licensee and the Licensee shall pay to the Licensor on demand the proper costs (as certified by the Licensor's Engineer) of all works carried out and all such things done by the Licensor within ten Working Days of written demand PROVIDED THAT in relation to a breach of clause 7.3 the procedure set out in the clause 7.3 shall be followed before the Licensor may exercise its rights under this clause 8.1.

8.2 That the Licensor shall be at liberty from time to time but not more than once in any year (save in emergency) to obtain and take away samples of water discharged into the River by means of the Outfall and the Licensee shall pay to the Licensor upon demand the proper and reasonable cost (as certified by the Licensor's Engineer) of so doing and of any analysis of any sample so obtained where the Licensee is found to be discharging water into the River which is not Surface Water or is otherwise in breach of this Licence.

8.3 That the Licensor will not be accountable or responsible for any flooding or any seepage or leakage of water on or into the Outfall from any cause whatsoever and the Licensee will not be entitled to recover any damages costs charges or expenses against the Licensor in respect thereof.

8.4 If:

(a) the Outfall Works, the River Works and/or any Works have not been constructed or completed in accordance with the obligations set out in this Licence; or

(b) the Licence Fee or any part of it remains unpaid for 20 Working Days after the same is due (whether demanded by the Licensor or not); or

(c) the Connection Fee (in whole or part) is not paid on the Connection Fee Payment Date; or

(d) if there shall be any breach on the part of the Licensee of the conditions herein;

(each a "**Relevant Event**"), then and in any such case (but subject to the provisions of **clause 8.5** to **clause 8.10** (inclusive)) it shall be lawful for the Licensor to serve immediate written notice on the Licensee to determine the Licence.

8.5 The Licensor agrees not to serve a notice to determine this Licence under **clause 8.4** until it has:

(a) served a Termination Notice on any Mortgagee; and

(b) served a Termination Notice on any Subtenant;

(c) served a Termination Notice on any Subtenant Mortgagee; and

(d) served a Termination Notice on the Licensee

8.6 Before the expiry of the Notice Period, a Mortgagee, Subtenant, Subtenant Mortgagee or Licensee may, by service of a Counter Notice:

(a) elect to commence or procure the commencement of and thereafter make (or procure the making) good of the Relevant Event within a reasonable period of time to be specified in the Counter Notice, being for the avoidance of doubt:

(i) a period not exceeding 40 Working Days from the date of service of the Counter Notice in the case of the Relevant Event being one of the events specified at **clause 8.4(b)** and/or **clause 8.4(c)**; and

(ii) a period not exceeding 60 Working Days from the date of service of the Counter Notice in the case of the Relevant Event being one of the events specified at **clause 8.4(a)** and or **clause 8.4(d)**;

(the "**Rectification Period**"); or

(b) elects to take no action in respect of the Relevant Event;

8.7 If each any Mortgagee, Subtenant, Subtenant Mortgagee and the Licensee serves a Counter Notice pursuant to which they each elect to take no action then the Licensor may proceed to determine this Licence.

8.8 If no Mortgagee or Subtenant or Subtenant Mortgagee or the Licensee serve a valid Counter Notice within the Notice Period then each Mortgagee and Subtenant and Subtenant Mortgagee and the Licensee shall be deemed to have elected to take no action and in which case the Licensor may proceed to determine this Licence.

8.9 If a Mortgagee or Subtenant or Subtenant Mortgage or the Licensee (the "**Electing Party**") serves a Counter Notice pursuant to which it elects to make (or procure the making) good of the Relevant Event then the Electing Party shall proceed to make (or procure the making) good and thereafter (where relevant) complete all such necessary works to rectify and remedy the Relevant Event to the Licensor's reasonable satisfaction within the time period so specified in the Counter Notice Rectification Period (or, in the event that the Licensor reasonably considers that the time period so specified in the Counter Notice is not reasonable or proportionate having regard to the nature and severity of the Relevant Event, within such shorter time period as the Licensor shall notify to the Electing Party in writing within 10 Working Days of service of the Counter Notice (the "**Revised Rectification Period**").

8.10 If, following service of a Counter Notice pursuant to which the provisions of **clause 8.9** apply, the Electing Party does not complete or procure the completion of the making good of the Relevant Event by the expiry of the Rectification Period or the Revised Rectification Period (as the case may be) to the Licensor's reasonable satisfaction then on the expiry of the Rectification Period or the Revised Rectification Period (as applicable) the Licensor may proceed to determine this Licence.

8.11 Any determination of this Licence shall be without prejudice to the remedies of the Licensor in respect of anything previously done, omitted or suffered.

8.12 Any determination of this Licence shall be without prejudice to the remedies of the Licensor in respect of anything previously done, omitted or suffered.

## 9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Licence is not intended to confer any rights on any persons who are not named as parties.

## 10. JOINT AND SEVERAL LIABILITY

Obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally.

## 11. PURPOSE OF THIS LICENCE

The parties agree that the primary purpose of this Licence and the payment of the Licence Fee and Connection Fee on the terms set out herein is to facilitate the provision of a service for the discharge of Surface Water for the benefit of the Licensee's Land.

## 12. JURISDICTION

12.1 This Licence is subject to the law of England and Wales.

12.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may (without prejudice to the rules of service of such courts) be served by delivering such proceedings in an envelope addressed to the party to be served at the address for such party set out in this Licence.

## 13. NOTICES

13.1 All applications notifications consents approvals and notices under this Licence must be in writing.

13.2 Unless the receiving party acknowledges receipt a notice is valid only if it is given by hand or sent by special or sent by recorded delivery and served:

(a) at its registered office where the receiving party is a company incorporated in the United Kingdom; or

(b) otherwise at that party's address shown in this Licence or at an address specified in a notice given by that party to the other parties.

13.3 Unless it is returned through the postal service undelivered a notice sent by special delivery or recorded delivery is to be treated as served on the third Working Day after posting whenever (and whether or not) it is received.

## 14. LICENSEE RELEASE

14.1 Where a Licensee transfers the whole of its interest in the relevant Licensee's Land then upon completion and delivery to the Licensor of a Deed of Covenant in favour

of the Licensor from the relevant Licensee's successor, then the transferring relevant Licensee shall, (save in relation to its obligations in contained in Schedule 3) subject to all sums then accrued and due hereunder having been paid, be released from the covenants on its part herein contained (without prejudice to the remedies of the Licensor in respect of anything previously done, omitted or suffered by the disposing relevant Licensee)

14.2 Where a Licensee transfers part only of its interest in the relevant Licensee's Land then upon completion and delivery to the Licensor of a Deed of Covenant in favour of the Licensor from the relevant Licensee's successor, then the transferring relevant Licensee shall, (save in relation to its obligations in contained in Schedule 3) subject to all sums then accrued and due hereunder having been paid, be released from the covenants on its part herein contained in so far as they relate to the part of the relevant Licensee's Land transferred (without prejudice to the remedies of the Licensor in respect of anything previously done, omitted or suffered by the disposing relevant Licensee)

## 15. CONFIDENTIALITY

Except in so far as required to comply with legal obligations or regulatory or statutory requirements the terms and conditions of this Licence will not be released by either party to the press or any periodical journal nor will either party make any public announcement about it without the prior written consent of the other party and each party will treat this Licence as confidential to it and its advisors.

**IN WITNESS** whereof the parties hereto have executed these presents as a Deed the day and year first before written.

## Schedule 1

## Indexed Charge Fee Review

1. The indexed charge for any Licence Fee Review Period is to be determined at the relevant Licence Fee Review Date on which that Licence Fee Review Period begins by multiplying the Licence Fee payable immediately before the relevant Licence Fee Review Date (ignoring any charge cessor or abatement) by the Multiple

2. Such determination of the indexed Licence Fee is to be made at any time by the Licensor and notified in writing to the Licensee.

3. If after the date of this Licence there shall be any change in the method by which the Index is calculated or the Index shall be altered in any other way (other than by change in the reference base used to compile the Index) or if the Index shall be replaced or abolished the Licensor and the Licensee shall endeavour to agree such other method of calculating the amount of the revised Licence Fee due at a Licence Fee Review Date as shall be fair and reasonable in all the circumstances and in the event of any dispute or question arising between the parties or if the parties fail to agree upon such alternative method of calculation the dispute or question shall be determined on the application of either party by an independent surveyor to be appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors such surveyor to act as an arbitrator in accordance with the Arbitration Act 1996.

4. The Licensor shall before each Licence Fee Review Date (or as soon as reasonably practicable thereafter) give notice to the Licensee of its calculation under **paragraph 2** of this **Schedule 1** of the revised Licence Fee from such Licence Fee Review Date for the relevant Licence Fee Review Period under those provisions and if such calculation is not challenged by the Licensee within 20 Working Days of such calculation being notified to the Licensee it shall be deemed to be agreed.

## Schedule 2

## Dealings

1. The Licensee covenants with the Licensor not to dispose of the Licensee's Land or any part of it (other than by way of Permitted Disposal or a charge or mortgage) without first procuring that the relevant disponee executes and delivers to the Licensor or the Licensor's Conveyancer a Deed of Covenant in relation to the relevant land and/or interest so disposed of together with written confirmation from or for and on behalf of the relevant disponee that the said Deed of Covenant is unconditionally and irrevocably released to the Licensor and the Licensor's Conveyancer for completion.

2. The Licensee covenants not to mortgage or charge the Licensee's Land or any part of it without first procuring that the relevant mortgagee or chargee executes and delivers to the Licensor or the Licensor's Conveyancer a Mortgagee Deed of Covenant in relation to the relevant land and/or interest so mortgaged or charged together with written confirmation from or for and on behalf of the relevant mortgagee or chargee that the said Mortgagee Deed of Covenant is unconditionally and irrevocably released to the Licensor and the Licensor's Conveyancer for completion BUT FOR THE AVOIDANCE OF DOUBT this covenant shall not apply to any mortgaging or charging of any devolutionary interest granted or created out of the Licensee's interest in the Licensee's Land that is permitted under this Licence.

3. The Licensee may grant Permitted Disposals without the need to procure a Deed of Covenant from the disponee PROVIDED THAT where the Permitted Disposal is of a type referred to at paragraph (a) (b) or (c) of the definition of Permitted Disposal the relevant lease which gives effect to the Permitted Disposal shall contain covenants on the part of the tenant to observe and perform the obligations contained in this Licence (save for any obligations relating to carrying out the Outfall Works, River Works or Works) insofar as they relate to and affect the land and/or interest disposed of, including a covenant to pay or contribute a fair and reasonable proportion of the Licence Fee, and the Licensee hereby covenants to use all reasonable endeavours to enforce or to procure the enforcement of such covenants and/or obligations at the reasonable request of the Licensor and not to waive any breach of such covenant and/or obligations.

4. To protect the covenants contained in **paragraphs 1** and **2** of this **Schedule 2** above the Licensee shall promptly after the date of this Licence apply to the Land Registry at its own cost for the entry onto the proprietorship registers of the registers of title comprising the Licensee's Land of a title restriction in the following form:

   "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraphs 1 and 2 of Schedule 2 of the Licence dated 18 February 2025 ~~2024~~ made between (1) The Manchester Ship Canal Company Limited and (2) Trinity Islands C1 Investments Limited have been complied with or that they do not apply to the disposition"

and the Licensee shall within five Working Days of completion of their application to the Land Registry pursuant to the provisions of this **paragraph 4** deliver to the Licensor (or procure that that Licensee's conveyancer shall deliver to the Licensor's conveyancer) copies of the updated title register to the Licensee's Land as evidence of compliance with the provisions of this **paragraph 4.**

5. The Licensee covenants not to transfer share part with possession of or otherwise dispose of the benefit of this Licence or any part thereof other than as hereinafter permitted.

6. The Licensee covenants not to:

    a. transfer the whole of this Licence other than to a purchaser or Mortgagee of the whole of the Licensee's Land (such transfer to be simultaneous with the purchase or the Mortgagee taking possession); and

    b. not to share the benefit of this Licence other than with a Subtenant (the grant of such sharing to be simultaneous with the grant of the lease to the Subtenant) or a disponee of a Permitted Disposal.

    in each case in accordance with the provisions of this **Schedule 2.**

7. Within 20 Working Days of any transfer or sharing of this Licence the Licensee shall produce for registration with the Licensor a certified copy of the deed or document effecting the transfer or sharing of this Licence together with a certified copy of the Deed of Covenant or Mortgagee Deed of Covenant (where a Deed of Covenant or Mortgagee Deed of Covenant is to be provided pursuant to the provisions of this Licence) and to pay the Licensor's proper charges for registration of every such deed or document not exceeding £50

## Schedule 3

### Works Requirements

The Licensee hereby agrees with the Licensor:

1. To carry out the Outfall Works, River Works and/or Works in accordance with the Design, Method Statement and Safety Notes and in a proper and workmanlike manner and (where applicable) to comply strictly with the provisions of the CDM Regulations.

2. To comply with such directions for the safety of navigation as may be considered reasonably necessary by the Licensor's Engineer having regard to the location and nature of the Outfall Works, River Works and/or Works and which are notified to the Licensee.

3. Not to install or construct the Outfall or Commence or carry out the Outfall Works, River Works and/or Works without first giving to the Licensor and the Licensor's Engineer reasonable prior written notice of its intention so to do and to permit the Licensor and the Licensor's Engineer and its servants agents contractors and consultants at all reasonable times following reasonable prior written notice (save in the case of emergency) during the progress of the Outfall Works, River Works and/or Works (and any works connected therewith) to have reasonable access thereto to inspect the same and to attend site meetings and to have due regard to any representations made by or on behalf of the Licensor and/or the Licensor's Engineer.

4. Not during the carrying out of the Outfall Works, River Works and/or Works or otherwise during the Licence Period to deposit or permit or suffer debris rubbish building materials or other items which are waste or any other discarded material ("**Debris**") to be deposited in the River from the Outfall or the Licensee's Land or the Licensor's Land and if any Debris is deposited or falls into the River forthwith to inform and arrange with the Licensor's Engineer to remove the Debris from the River and in default thereof the Licensor may remove the Debris and all proper costs incurred in connection therewith will be paid by the Licensee within five Working Days of demand to the Licensor and further if any Debris is deposited or falls into the River the Licensee is to obtain at their own cost an independent assessment of the Debris to ascertain whether or not the Debris has or may have polluted or contaminated the River and forthwith to produce to the Licensor a copy of such assessment and thereafter forthwith take such action and measures as the Licensor may specify to counter reduce or remove such pollution or contamination (if any).

5. At all times during the carrying out of any Outfall Works, River Works or Works, including carrying out of any reinstatement of the Licensor's Land, to keep the Outfall, the Licensee's Land and the Licensor's Land affected by the same properly and adequately watched, supervised and lit.

**Executed** as a **Deed** by )
**THE MANCHESTER SHIP CANAL** )
**COMPANY LIMITED** )
acting by _____ a director, )
in the presence of: )

.....
Director

**Witness**

Signature .....

Name (print) .....

Address .....

.....

Occupation .....

*OR*

**Executed** as a **Deed** by PHILIP HAM )
as attorney for **THE MANCHESTER SHIP** )
**CANAL COMPANY LIMITED** under a )
power of attorney dated 28th June 2024 )
in the presence of: )

.....

_____ as attorney for
**THE MANCHESTER SHIP CANAL COMPANY LIMITED**

**Witness**

Signature .....

Name (print) M.L. Robinson

Address Maritime Centre, Port of Liverpool,
Liverpool, L21 1LA.

Occupation .....

**Executed** as a **Deed** by )
**TRINITY ISLANDS C1** )
**INVESTMENTS LIMITED** )
acting by a director in the presence )
of a witness: )

.....
Director

**Witness**

Signature .....

Name (print) .....

Address .....

.....

Occupation .....

# APPENDIX A

## Plan 1




KEY:

SITE BOUNDARY TAKEN FROM TPM DRAWING Z1-SHP-G100-PL-GRD-0001 RECEIVED 23.08.21

PROPOSED SURFACE WATER DRAINAGE

## GENERAL NOTES:

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS AND ENGINEERS DRAWINGS AND SPECIFICATIONS.
2. DO NOT SCALE THIS DRAWING. ANY AMBIGUITIES, OMISSIONS AND ERRORS ON DRAWINGS SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY. ALL DIMENSIONS MUST BE CHECKED / VERIFIED ON SITE.

| Rev. | Description | Date | By | Chkd. |
|---|---|---|---|---|
| P01 | ISSUED FOR INFORMATION | 31/07/24 | CS | CG |

curtins
Merchant Exchange, 17-19 Whitworth Street West, Manchester, M1 5WG
0161 236 2394
manchester@curtins.com
www.curtins.com
Civils & Structures • Transport Planning • Environmental • Infrastructure • Geotechnical • Conservation & Heritage • Principal Designer
Birmingham • Bristol • Cambridge • Cardiff • Douglas • Dublin • Edinburgh • Glasgow • Kendal • Leeds • Liverpool • London • Manchester • Nottingham

Status:
STAGE 4

Project:
TRINITY ISLANDS

Drg Title:
PROPOSED SURFACE WATER OUTFALL SITE C1

| Size: | Date: | Drawn By: | Designed By: | Checked By: |
|---|---|---|---|---|
| A1 | 30/07/24 | CS | CG | CG |
| Scale: 1:250 | | | | |

| Project No | Originator | Volume | Level | Type | Role | Category / Number | Rev |
|---|---|---|---|---|---|---|---|
| C1 | - CUR - | G580 | - PL | - GRD | - 92572 - | | P01 |

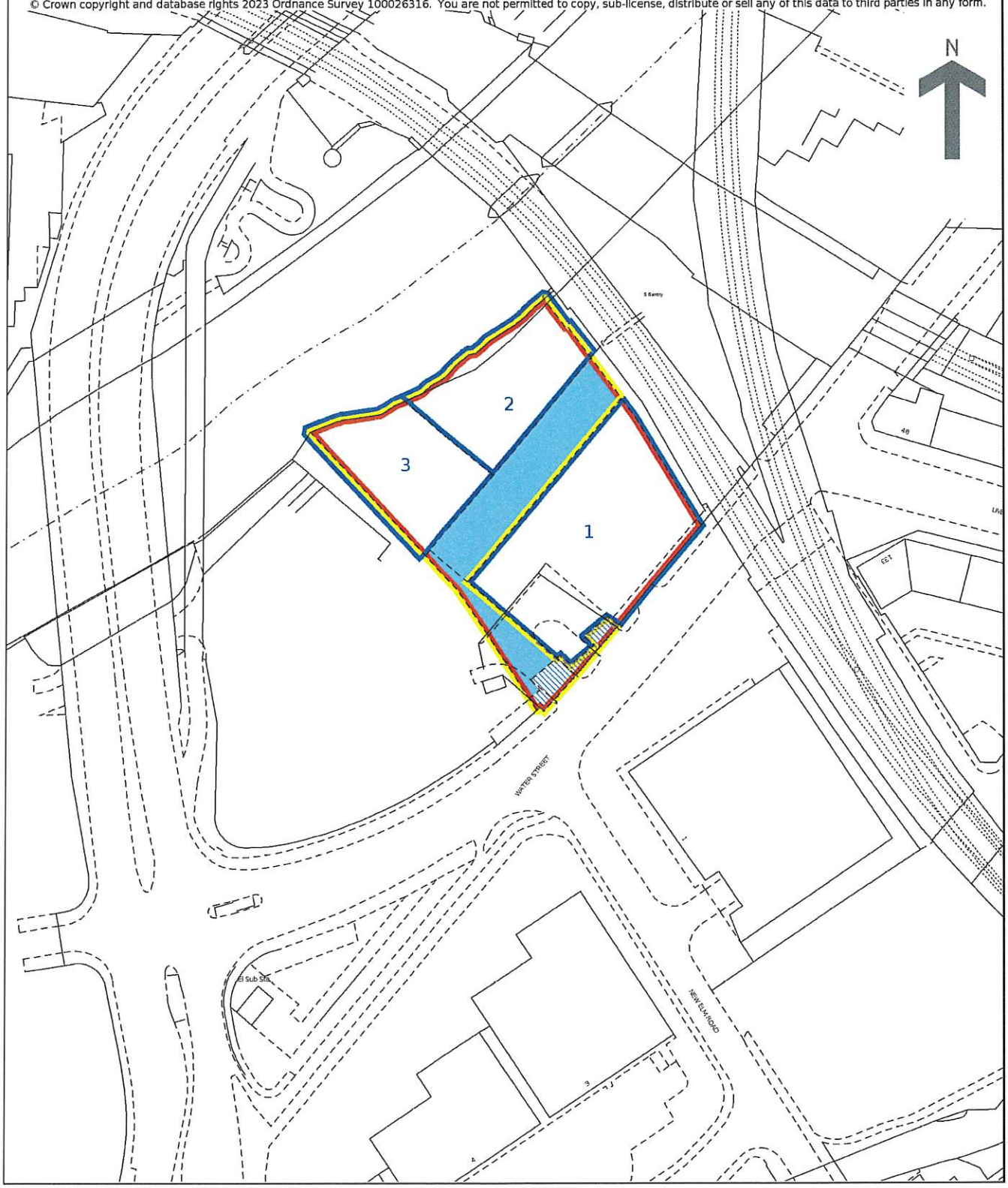
\\curtins-fs1\Projects\070000-070999\070567 - Trinity Islands\04-Production\44-Models\Drawings\CAD\dwg\

**Plan 2**

# HM Land Registry
## Official copy of title plan

Title number **MAN420389**
Ordnance Survey map reference **SJ8297NE**
Scale **1:1250**
Administrative area **Greater Manchester : Manchester**

© Crown copyright and database rights 2023 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.




This official copy is incomplete without the preceding notes page.

## APPENDIX B

## Deed of Covenant

LAND LAW LLP

**Dated** **20[ ]**

**[ ]** **(1)**

**[THE MANCHESTER SHIP CANAL COMPANY LIMITED]** **(2)**

# DEED OF COVENANT

relating to a Licence dated [ ] 20[ ]
made between (1) The Manchester Ship Canal Company Limited
and (2) Trinity Islands C1 Investments Limited
for relating to Surface Water Drainage into the River Irwell for
Building C1 Phase One, Trinity Islands, Water Street, Manchester

Ref: ELH/100721.265

10-14 Market Street Altrincham Cheshire WA14 1QB
Tel: (0161) 928 8383 Fax: (0161) 928 8484
land.law

Land Law LLP is a Limited Liability Partnership registered in England (number OC326493) and is authorised and regulated by the Solicitors Regulation Authority (SRA ID: 464590). The Registered Office is as above.
'Partner' refers to a member of the LLP or a person of equivalent standing and qualification and 'Associate Partner' a non-member of the LLP.
A list of the members is available for inspection at the above office.

**THIS DEED** dated 20[ ]

is made **BETWEEN**

(1) [ ] (Company No. [ ]) whose registered office is at [ ] (the "**Covenantor**"); and

(2) [**THE MANCHESTER SHIP CANAL COMPANY LIMITED** (Company No. 7438096) whose registered office is at Maritime Centre, Port of Liverpool, Liverpool, Merseyside L21 1LA] (the "**Licensor**").

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions will have the following meanings:

| | |
|---|---|
| [**Covenantor's Land** | [ ] (and which land for the avoidance of doubt shall remain part of the Licensee's Land for the purposes of the Licence notwithstanding completion of the Disposal)] |
| **Licence** | relating to a Licence dated [ ] 20[ ] made between (1) The Manchester Ship Canal Company Limited and (2) Trinity Islands C1 Investments Limited [(the "**Original Licensee**")]; |
| | [**DN**: Include the definition of Original Licensee where the Licensee is a successor entity to the Original Licensee only] |
| **Licensee** | [ ] (Company No. [ ]) |
| **Licensee's Covenants** | the covenants, agreements and conditions on behalf of the licensee as set out in the Licence; |
| [**Licensee's Land** | has the same meaning ascribed to it in the Licence;] |
| **Permitted Disposal** | has the same meaning ascribed to it in the Licence; |
| **Rights** | the licence and rights granted to the [Original] Licensee pursuant to clause 1 of the Licence; and |
| **VAT** | the tax payable in compliance with the provisions of the Value Added Tax Act 1994 on any relevant supply of goods or services made in the United Kingdom at the rate appropriate at the time of the relevant supply or any alternative or replacement tax (and whether payable as the result of an election or otherwise). |

1.2 The expression the "Licensor" shall include its successors in title.

1.3 Words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body.

1.4 Any reference to a specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any regulations orders bye-laws or other subordinate legislation made under such statute or statutory provision from time to time.

1.5 If the Licensor or Covenantor is at any time more than one person their obligations shall be joint and several obligations of such person.

1.6 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.7 Any obligation on any party not to do, or omit to do anything includes an obligation not to allow that thing to be done by any employee, servant, agent, contractor, consultant or other person acting on that party's behalf or under that party's control.

1.8 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

## 2. RECITALS

2.1 The Licensee is the registered proprietor of the Licensee's Land.

2.2 The Licensee has the benefit of the Rights.

2.3 The Licensee intends to [[transfer the whole of its freehold interest] [together with a simultaneous assignment of the whole of [each of] its leasehold interest[s]] in the Licensee's Land to the Covenantor] [underlet to the Covenantor [the whole of the Licensee's Land] [the part of the Licensee's Land comprising the Covenantor's Land] (the "**Disposal**").

2.4 The Licensee intends, as part of the Disposal, to [assign] [share] the Rights [to] [with] the Covenantor and pursuant to the provisions of paragraph 1 of Schedule 2 of the Licence the Covenantor has agreed to covenant with the Licensor as set out in this Deed.

## 3. COVENANT

The Covenantor hereby covenants with the Licensor to observe and perform at all times from the date hereof the Licensee's Covenants [in so far as they relate to the Covenantor's Land] and (where a particular covenant or covenants can only be performed on a single occasion) in so far as they have not already been performed to the same extent as if the Covenantor were the party or parties to the Licence.

## 4. LAND REGISTRY RESTRICTION AND REGISTRATION

4.1 If as a result of the Covenantor's application to the Land Registry to register the Disposal (or at any other time during the Covenantor's ownership of the [lease of the] [Licensee's Land]

[Covenantor's Land] the restriction referred to at paragraph 4 of Schedule 2 of the Licence is removed from the title register(s) to the Licensee's Land (whether in error or otherwise) then the Covenantor shall immediately (and in any event within five working days from becoming aware of the removal of the restriction) apply to the Land Registry at its own cost to have re-entered on the proprietorship register(s) of the Licensee's Land a restriction in the following form:

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed a conveyancer that the provisions of paragraphs 1 and 2 of Schedule 2 of the Licence dated [ ] 20[ ] made between (1) The Manchester Ship Canal Company Limited and (2) Trinity Islands C1 Investments Limited have been complied with or that they do not apply to the disposition".*

4.2 The Covenantor shall promptly (and in any event within five working days) following completion of the application made pursuant to **clause 4.1** deliver to the Licensor official copies of the register(s) of title to the Licensee's Land (together with the title plan(s)) as evidence that the necessary entries have been made.

## 5. JURISDICTION

This Deed is governed by and construed in all respects in accordance with the laws of England.

## 6. THIRD PARTY RIGHTS

Save as expressly provided, none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed.

**IN WITNESS** whereof the parties hereto have executed this document as a Deed the day and year first before written

**[Insert Execution Block of Covenantor]**

## APPENDIX C

## Mortgagee Deed of Covenant

LAND LAW LLP

**Dated** **20[ ]**

[ ] **(1)**

[ ] **(2)**

**[THE MANCHESTER SHIP CANAL COMPANY LIMITED]** **(3)**

# DEED OF COVENANT

relating to a Licence dated [ ] 20[ ]
made between (1) The Manchester Ship Canal Company Limited
and (2) Trinity Islands C1 Investments Limited
for relating to Surface Water Drainage into the River Irwell for
Building [C1], Phase One, Trinity Islands, Water Street,
Manchester

Ref: ELH/100721.265

10-14 Market Street Altrincham Cheshire WA14 1QB
Tel: (0161) 928 8383 Fax: (0161) 928 8484
land.law

Land Law LLP is a Limited Liability Partnership registered in England (number OC326493) and is authorised and regulated by the Solicitors Regulation Authority (SRA ID: 464590). The Registered Office is as above. 'Partner' refers to a member of the LLP or a person of equivalent standing and qualification and 'Associate Partner' a non-member of the LLP.
A list of the members is available for inspection at the above office.

**THIS DEED** dated the day of 20[ ]

is made **BETWEEN**

(1) [ ] (Company No. [ ]) whose registered office is at [ ]] (the "**Covenantor**");

(2) [ ] (Company No. [ ]) whose registered office is at [ ]] (the "**Licensee**"); and

(3) [**THE MANCHESTER SHIP CANAL COMPANY LIMITED** (Company No. 7438096) whose registered office is at Maritime Centre, Port of Liverpool, Liverpool, Merseyside L21 1LA] (the "**Licensor**").

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following expressions will have the following meanings:

| | |
|---|---|
| **Licence** | relating to a Licence dated [ ] 20[ ] made between (1) The Manchester Ship Canal Company Limited and (2) Trinity Islands C1 Investments Limited [(the "**Original Licensee**")];<br><br>[**DN**: include the definition of Original Licensee where the Licensee is a successor entity to the Original Licensee only] |
| **Licensee's Land** | has the same meaning ascribed to it in the Licence; and |
| **Rights** | the licence and rights granted to the [Original] Licensee pursuant to clause 4 of the Licence. |

1.2 The expression "the Licensor" shall include its successors in title.

1.3 Words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body.

1.4 Any reference to a specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any regulations orders bye-laws or other subordinate legislation made under such statute or statutory provision from time to time.

1.5 If the Licensor, Licensee or Covenantor is at any time more than one person their obligations shall be joint and several obligations of such person.

1.6 The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.7 Any obligation on any party not to do, or omit to do anything includes an obligation not to allow that thing to be done by any employee, servant, agent, contractor, consultant or other person acting on that party's behalf or under that party's control.

1.8 If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Deed.

## 2. RECITALS

2.1 The Licensee is the registered proprietor of the Licensee's Land.

2.2 The Licensee's Land has the benefit of the Rights.

2.3 The Licence contains a covenant on the Licensee not to mortgage or charge the Licensee's Land or any part of it without the mortgagee or chargee first entering into a deed of covenant on the terms of this Deed.

2.4 The Licensee intends to grant a legal charge of [the whole] [part] of the Licensee's Land to the Covenantor (the "**Charge**") and pursuant to the provisions of paragraph 2 of Schedule 1 of the Licence the Covenantor has agreed to covenant with the Licensor as set out in this Deed.

## 3. COVENANT

The Covenantor hereby covenants with the Licensor:

3.1 that it will not exercise any power of sale or leasing in respect of the Licensee's Land or any part except to a person who enters into a deed of covenant, in favour of the Licensor in the form attached at Appendix B to the Licence, in which that person covenants to comply with the obligations on the part of the Licensee contained in the Licence; and

3.2 that it will hereafter comply with the obligations on the part of the Licensee contained in the Licence (Provided That such covenant shall not be binding until such time as the Covenantor takes possession of the Licensee's Land or enforces its security by foreclosure or exercises a power of sale in respect of the Licensee's Land).

## 4. JURISDICTION

This Deed is governed by and construed in all respects in accordance with the law of England and Wales.

## 5. THIRD PARTY RIGHTS

Save as expressly provided, none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed.

**IN WITNESS** whereof the parties hereto have executed this document as a Deed the day and year first before written

**[Insert Covenantor Execution Block]**

## APPENDIX D

## Form of Warranty

Deloitte.
Legal

Dated 2024

1) CURTINS CONSULTING LIMITED

as Consultant

2) [ ]

as Beneficiary

3) RENAKER BUILD LIMITED

as Contractor

---

Deed of Collateral Warranty

Consultant

In favour of [ ]

Relating to a development at [ ]

---

## Table of Contents


1. Duty of Care ..... 2
2. Prohibited Material ..... 2
3. Professional Indemnity Insurance ..... 2
4. Substitution Provisions ..... 3
5. Assignment ..... 4
6. Copyright ..... 4
7. Extraneous Rights ..... 5
8. Contracts (Rights of Third Parties) Act 1999 ..... 5
9. Expiry of Warranty ..... 5
10. Service of Notice ..... 6
11. Governing law and interpretation ..... 6

## MEMORANDUM

| | |
|---|---|
| **Date of this Deed** | |
| **Consultant** | **CURTINS CONSULTING LIMITED**, a company incorporated and registered in England and Wales with company number 02054159 whose registered office is at 51-55 Tithebarn Street, Liverpool, England, L2 2SB. |
| **Contractor** | **RENAKER BUILD LIMITED** a company incorporated and registered in England and Wales with company number 06600257 whose registered office is at 1st Floor, Nq Building 47 Bengal Street, Manchester, Lancashire, M4 6BB. |
| **Beneficiary** | [ ] |
| **Consultant's Profession** | Below ground drainage |
| **Development** | [ ] |
| **Site** | [ ] |
| **Date of Appointment** | [ ] |
| **Beneficiary's Interest** | [ ] |
| **Clause 3: Professional Insurance** | Limit of indemnity: not less than £10,000,000 (five million pounds sterling) for any one claim and unlimited in the period of insurance, but subject to separate aggregate limits of indemnity for all claims in the period relating to pollution, contamination, fire safety notifications and asbestos. |

**PARTIES:**

(1) The Consultant

(2) The Beneficiary

(3) The Contractor

**BACKGROUND:**

(A) The Contractor and the Consultant have entered into an appointment ("**Appointment**") under which the Consultant has agreed to perform certain services ("**Services**") and to perform certain other obligations in connection with the Development (which expression includes the Site and the works ("**Works**") constructed or to be constructed on or adjacent to the Site or either of them as the case requires).

It is agreed in consideration of the sum of £1.00 paid by the Beneficiary, receipt of which the Consultant acknowledges, as follows:

**1. Duty of Care**

1.1 The Consultant warrants to the Beneficiary that it has performed and/or subject to the terms of the Appointment shall perform the Services and its other obligations under the Appointment, and that in doing so it has used and/or shall use the professional skill and care and diligence reasonably to be expected of suitably qualified and experienced consultants undertaking services and other duties similar to those to be performed under the Appointment in relation to projects similar in scale, character and complexity to the Development.

**2. Prohibited Material**

2.1 Without prejudice to clause 1, the Consultant warrants and undertakes to the Beneficiary that, in exercising the standard of care set out in clause 1 and to the extent that it is obliged to select and/or approve substances or materials for use in the Development, it will not specify for use, and not approve the use in the Development of any materials which by their nature or application contravene any British Standard or EU equivalent at the time of specification, or which contravene the recommendations of The British Council for Offices publication *Good Practice in the Selection of Construction Materials (2011)* or which are generally considered to be deleterious within the building design professions in the UK.

**3. Professional Indemnity Insurance**

3.1 The Consultant warrants to the Beneficiary that there is in force a policy of professional indemnity insurance covering the liabilities of the Consultant for negligence under the Appointment and this Deed, conforming to the relevant requirements specified in the Memorandum. The Consultant agrees to maintain such insurance at all times until 11 years after the practical completion of the Development (or if sooner until 11 years after the termination of the employment of the Consultant under the Appointment), provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and policy terms obtainable.

3.2 If for any period such insurance is not available on commercially reasonable terms, the Consultant shall forthwith inform the Beneficiary, and shall obtain in respect of such period such reduced level of professional indemnity insurance as is available and as would be fair and reasonable in the circumstances for the Consultant to obtain.

3.3 Whenever reasonably required to do so by the Beneficiary, the Consultant shall provide to the Beneficiary documentary evidence that the insurance required under this Deed is being maintained.

**4. Substitution Provisions**

4.1 The Consultant warrants to the Beneficiary that the Consultant shall not terminate or treat as terminated the Appointment, or discontinue the performance of any of the Services, without first giving to the Beneficiary not less than 28 days' prior notice of the Consultant's intention to do so, specifying the grounds for so doing.

4.2 If the Beneficiary serves on the Consultant a notice in accordance with clause 4.3, the Consultant shall not terminate or treat as terminated the Appointment or discontinue the performance of any of the Services, but service of such notice shall not prejudice any other right or remedy the Consultant may have under the Appointment or may acquire by reason of any breach of the obligations of the Beneficiary or its appointee under this clause 4.

4.3 Unless the employment of the Consultant shall have terminated previously (and whether or not the Consultant shall have served notice on the Beneficiary pursuant to clause 4.1), if the Beneficiary serves upon the Consultant a notice to do so, the Consultant shall thereafter accept the instructions of the Beneficiary or its appointee to the exclusion of the Contractor under the Appointment.

4.4 As against the Contractor and the Beneficiary the Consultant shall be entitled and obliged to rely upon and to comply with such notice served by the Beneficiary under clause 4.3, and shall not make any enquiry into the entitlement of the Beneficiary as against the Contractor to serve such notice.

4.5 As from the date of service of notice under clause 4.3, the Beneficiary or its appointee shall assume all the rights and perform all the obligations of the Contractor under the Appointment, provided that this shall not affect or derogate from any right of action the Contractor may have against the Consultant in respect of any breach of duty of the Consultant under or in connection with the Appointment happening prior to the date of service of notice by the Beneficiary under clause 4.3.

4.6 Within 21 days after serving notice under clause 4.3, the Beneficiary shall pay to the Consultant an amount equal to the fees and disbursements then owing to the Consultant under the Appointment.

4.7 If the employment of the Consultant under the Appointment is terminated before service of any notice under clause 4.3, then if required to do so by notice served by the Beneficiary not later than 11 weeks after the date of such termination, the Consultant shall enter into a new agreement with the Beneficiary or its appointee on the same terms as the Appointment but

with such revisions as the Beneficiary shall reasonably require to reflect altered circumstances. Forthwith upon the execution of such new agreement, the Beneficiary shall pay to the Consultant an amount equal to the fees and disbursements (excluding cancellation fees) then owing to the Consultant under the Appointment.

4.8 Upon payment by the Beneficiary in accordance with clause 4.6 or 4.7 of an amount equal to the fees and disbursements owed by the Contractor, the Consultant shall assign to the Beneficiary all the Consultant's rights against the Contractor in respect of such unpaid fees and disbursements, and shall pay to the Beneficiary any of the same subsequently received by the Consultant from the Contractor.

4.9 The Beneficiary guarantees to the Consultant the performance of the obligations of any appointee of the Beneficiary nominated under clause 4.3 or 4.7.

4.10 In the event that more than one party has the benefit of similar rights of substitution granted by the Consultant in respect of the Development, the order of priority between the Beneficiary and any other parties shall be:

(a) the Beneficiary;

(b) any other beneficiary.

4.11 The Contractor agrees to the foregoing provisions of this clause 4 and agrees to be bound by them.

**5. Assignment**

5.1 The Beneficiary may assign all of its rights under this Deed:

5.1.1 by absolute assignment to any Group Company of the Beneficiary; and

5.1.2 by absolute assignment on two other occasions only.

5.2 If the interest of the Beneficiary in the Development is as trustee, it may also assign its rights under this Deed to another trustee of the same trust.

5.3 In this Deed references to the Beneficiary include where the context admits its permitted assignees, but not so as to permit more than two assignments under clause 5.1.2.

5.4 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with clause 5.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed, (whenever happening) by reason that such person is an assignee and not a named promisee hereunder.

**6. Copyright**

6.1 The Consultant grants to the Beneficiary an irrevocable, non-exclusive royalty-free licence to use and reproduce any drawings, calculations, specifications and/or other documents produced by the Consultant under the Appointment and any designs contained in them ("**Documents**") for any purpose connected with the Development (other than by the

reproduction of any such designs in any extension to the Development) and to grant sub-licences in the terms of this licence, but copyright in the Documents shall remain vested in the Consultant. The Consultant will not be liable for any use of the Documents for any purposes other than those for which the same are or were produced. The Beneficiary shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Consultant with full and proper copies of the Documents.

6.2 The Consultant warrants to the Beneficiary that the use of the Documents for the purposes of the Development will not infringe the rights of any third person.

6.3 The Consultant agrees to waive any right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Act 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 80 of that Act as against the Beneficiary or any licensee or assignee of the Beneficiary.

**7. Extraneous Rights**

7.1 This Deed shall not negate or diminish any duty or liability otherwise owed by the Consultant to the Beneficiary.

7.2 No approval or inspection of the Development or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test shall negate or diminish any duty or liability of the Consultant arising under this Deed and the Beneficiary will be deemed to have acted in reliance upon the Consultant complying with his obligations hereunder.

7.3 The liability of the Consultant under this Deed shall be no greater than it would have been if the Beneficiary had been named jointly with the Contractor as the client under the Appointment and the Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (save in respect of any rights of counterclaim or set-off) as it would have against the Contractor under the Appointment.

**8. Contracts (Rights of Third Parties) Act 1999**

8.1 This Deed is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

**9. Expiry of Warranty**

9.1 No action or proceedings shall be commenced against the Consultant under this Deed more than 11 years after the practical completion of the Development (or, if earlier, more than 11 years after the employment of the Consultant under the Appointment is terminated) except in respect of any action or proceedings issued prior to that date provided that this shall not apply where and to the extent that the Beneficiary suffers or incurs any loss or liability as consequence of or that is recoverable under the Defective Premises Act 1972 or the Building Act 1984 that extends or imposes liability up and until a later date than the period set out in

this clause 9.1 and in which case no action or proceedings in respect of such loss or liability shall be commenced after such later date.

**10. Service of Notice**

10.1 Any notice to be served under this Deed must be in writing and must be served by hand or by recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect 2 days after posting, excluding Saturdays, Sundays and statutory holidays.

**11. Governing law and interpretation**

11.1 The law of this Deed is English law and the English courts shall have jurisdiction with regard to all matters arising under it.

11.2 The Memorandum is part of this Deed and the definitions given in the Memorandum and in the Background apply to this Deed.

11.3 In this Deed:

11.3.1 **Group Company** means any subsidiary company or holding company of the Beneficiary, or another subsidiary or holding company of such company, as subsidiary and holding company are defined section 1159, Companies Act 2006 (as amended);

11.3.2 **Purchaser** means a person having or acquiring a freehold interest in the Development or any part of it, and includes a purchaser for a capital consideration of a leasehold interest (excluding individual residential purchasers); and

11.3.3 **Tenant** means a person having or acquiring a leasehold interest in the Development or any part of it (other than a Purchaser) (excluding individual residential tenants).

11.4 In this Deed:

11.4.1 **Development** includes part of the Development;

11.4.2 **person** includes a firm and any entity having legal capacity;

11.4.3 any term importing gender shall include any gender;

11.4.4 any term importing the singular includes the plural and vice versa; and

11.4.5 any reference to any clause is a reference to such clause of this Deed.

11.5 Clause headings do not form part of or affect the interpretation of this Deed.

11.6 Where the Consultant is a Partnership references in this deed to "the Consultant" shall be deemed to include reference to each and every present and future partner of such partnership and the liability of each and every such partner under this Deed shall be deemed to be joint and several.

**Executed and delivered as a deed:**

**EXECUTED** as a **DEED** by **CURTINS CONSULTING LIMITED**
acting by a director in the presence of:

.....

Signature of director

Signature of witness .....

Print name .....

Address .....

.....

.....

Occupation.....]

**EXECUTED** as a **DEED** by **RENAKER BUILD LIMITED** acting by
a director in the presence of:

.....

Signature of director

Signature of witness .....

Print name .....

Address .....

.....

.....

Occupation .....