DATED 13th March **2025**

Licence to occupy

Property known as Garage, Storage, Workshop, Office and ancillary use unit to the rear of 45 Barlow Moor Road, Didsbury, Manchester, M20 6TW (Fronting 45 Ward Street)

(1) MAKING PROPERTIES LIMITED

(2) AGE CONCERN MANCHESTER

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Appendix 1 – Licenced Property Boundary Plan

This **Licence** is made on 13th March 2025

Between

1 **MAKING PROPERTIES LIMITED,** a company incorporated in England and Wales (company number 14410730) whose registered office is at 2 Kingsley Avenue, Wilmslow, Cheshire, England, SK9 4EN (the **Owner**); and

2 **AGE CONCERN MANCHESTER,** a company registered in England & Wales (company number 4075099 & registered charity (Charity Registration Number 1083242) whose registered office is at 20 St Ann's Square, Manchester M2 7HG (the **Occupier**).

It is agreed as follows:

1 Definitions and interpretation

This Licence uses the following defined terms:

Business Day: any day Monday to Friday that is not a bank or public holiday in England and Wales.

Licence Fee: £1000 per calendar month and a daily proportion of this amount for any part of a month exclusive of VAT.

Licence Period: the period starting on 13th March 2025 and ending on 12th March 2026 subject to the provisions for determination of this period in clause 7.

Owner's Property: the Owner's building known as 45 Barlow Moor Road, Didsbury, Manchester, M20 6TW of which the Property forms a part.

Permitted Use: Storage, workshop, office and ancillary uses.

Property: the property known as Garage storage, workshop, office and ancillary uses unit to the rear of 45 Barlow Moor Rd, Didsbury, Manchester, M20 6TW (fronting 45 Ward Street) shown edged red on the attached plan (refer Appendix 1), and

VAT: Value Added Tax as provided for in the Value Added Tax Act 1994 or any similar tax from time to time replacing or introduced in addition to it.

1.1 References in this Licence to the Owner and the Occupier are to the parties named in this Licence and do not include their respective successors in title.

1.2 References to liability include, where the context allows, actions, claims, demands, proceedings, damages, losses, costs and expenses.

1.3 The clause headings in this Licence are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.4 Nothing in this Licence creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

2 Licence to occupy

2.1 In consideration of the Licence Fee and the Occupier agreeing to comply with its obligations in this Licence, the Owner permits the Occupier to occupy the Property as a licensee during the Licence Period.

2.2 This Licence is personal to the Owner and the Occupier and is not capable of assignment, underletting or other dealing.

2.3 No tenancy is or shall be created by this Licence. Nothing in this Licence is intended to or shall confer on the Occupier any rights greater than those of a licensee.

3 Licence Fee and other payments

3.1 The Occupier shall pay the Licence Fee to the Owner monthly in advance on the first Business Day of each month without set-off, counterclaim or deduction.

3.2 The Occupier shall also pay for the duration of the Licence Period:

3.2.1 to the Owner, a fair proportion of reasonably incurred maintenance and service costs to the Owner in relation to the Property, assuming these are required to reinstate the Property to its condition at the date of the Licence;

3.2.2 to the Owner, a fair proportion of the cost of any insurance premium for any insurance policy maintained by the Owner in relation to the Owner's Property;

3.2.3 to the relevant supplier or, at the Owner's option, to the Owner, all charges in connection with electricity, gas, water and other utilities supplied to or used at the Property by the Occupier;

3.2.4 to the relevant rating authority or, at the Owner's option, to the Owner, all business rates attributable to the Property; and

3.2.5 to the relevant authority or, at the Owner's option, to the Owner, all other outgoings attributable to the Property.

3.3 The Occupier shall pay the Owner any VAT properly payable on the Licence Fee or any other amounts payable under this Licence at the same time and in addition to the Licence Fee or other amounts. The Owner has not waived VAT exemption on the Property and it is not intended that the Licence Fee will warrant additional VAT element.

3.4 If any Licence Fee or other sum payable to the Owner under this Licence is not paid on the due date (or in the absence of a day being specified, within 10 days of demand) the Occupier shall pay interest on that sum at the rate of four per cent per annum above the base rate for the time being of the Royal Bank of Scotland PLC or, if higher, four per cent per annum.

4 Occupier's obligations

4.1 The Occupier shall keep the Property clean and tidy and in the same state of repair and condition as it is at the date of this Licence and make good any damage caused to it by the Occupier, its agents or visitors.

4.2 The Occupier shall:

4.2.1 comply with all reasonable rules and regulations made by the Owner from time to time for the management of the Property and the Owner's Property;

4.2.2 comply with all legislation and the requirements of any competent authority relating to the use and occupation of the Property;

4.2.3 comply with the requirements and conditions of the insurance policies relating to the Owner's Property of which the Occupier has been given notice;

4.2.4 keep insured, in a sufficient sum and with a reputable insurer, its public liability and employer's liability relating to the Property;

4.2.5 keep insured, in a sufficient sum and with a reputable insurer, the Occupier's contents with the Property including goods, chattels, furniture and loose fixtures and fittings;

4.2.6 allow the Owner and its agents to enter the Property at any reasonable time for any purpose;

4.2.7 provide the Owner with a copy of any notice or correspondence received at the Property that is addressed to the Owner or is relevant to the Owner's interest in the Property; and

4.2.8 pay the Owner on demand any sum that the Owner is unable to recover under any insurance policy because of any act or omission of the Occupier.

4.3 The Occupier shall not:

4.3.1 make any alterations or additions to the Property without prior consent from the Owner;

4.3.2 damage the Property;

4.3.3 use the Property for any purpose other than the Permitted Use;

4.3.4 use the Property for any activity that is illegal or immoral or for any dangerous, offensive, noxious or noisome activity;

4.3.5 cause any nuisance or annoyance to the Owner or to any occupier of the Owner's Property or any adjoining premises;

4.3.6 erect or display any signs or notices on the exterior of the Property except for normal retail or Occupier branding insignia, or signs and notices appropriate to the Permitted Use of the Property;

4.3.7 allow anyone else to occupy the Property; or

4.3.8 do or omit to do something that may make any insurance of the Property void or voidable (in whole or in part) or that may increase the premiums payable in respect of it.

4.4 The Occupier shall indemnify the Owner against all liability arising from any breach by the Occupier of this Licence or resulting from any other act or default of the Occupier, its agents or visitors.

4.5 At the end of the Licence Period the Occupier shall give back the Property in a state, condition and working order consistent with the Occupier's obligations under this Licence with vacant possession. The Occupier shall also return all keys to the Property to the Owner.

4.6 If the Occupier leaves anything in the Property at the end of this Licence the Owner may dispose of it as agent for and at the cost of the Occupier.

5 Owner's obligations

5.1 The Owner shall allow the Occupier to use in common with the Owner and all others permitted by the Owner:

5.1.1 such of the common areas of the Owner's Property as are reasonably designated by it for use by the Occupier for access to and servicing the Property; and

5.1.2 all service media and conducting media and apparatus that are in other parts of the Owner's Property and that serve the Property for the purposes of necessary supplies of utilities to the Property.

6 Owner's liability

6.1 The Owner does not give any warranty about the suitability of the Property for the carrying out of the Permitted Use or that the Permitted Use may lawfully be carried out from the Property.

6.2 Any grant or approval given by the Owner under this Licence shall not limit, exclude or modify the duties and liabilities of the Occupier under this Licence or under the requirements of any competent authority or otherwise.

7 Termination of this Licence

7.1 The Licence Period shall end with immediate effect if the Owner serves written notice upon the Occupier following the occurrence of any of the following events:

7.1.1 the Occupier commits any breach of this Licence that is not capable of remedy;

7.1.2 the Occupier commits any breach of this Licence that is capable of remedy and the Occupier fails to remedy the breach within a reasonable period after receiving a written notice from the Owner requiring the Occupier to remedy the breach;

7.1.3 a trustee in bankruptcy, liquidator, administrator, receiver or Law of Property Act receiver is appointed in respect of the Occupier or the Occupier or a third party takes any steps for their appointment;

7.1.4 the Occupier enters into any moratorium, composition, scheme or arrangement with its creditors or takes any steps to do so.

7.2 The Licence Period shall end with immediate effect if either party serves written notice on the other if the Property is damaged or destroyed by any of the risks insured against by the Owner so that the Property is incapable of occupation and use or inaccessible.

7.3 Termination of this Licence shall be without prejudice to:

7.3.1 any breach of this Licence by the Occupier on or before the date of termination and any right or remedy of the Owner arising from that breach;

8 Notices

8.1 Any notice under this Licence shall be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to or left at the registered office of the recipient. Notices served on the Occupier may be sent by pre-paid first-class post or special delivery to or otherwise delivered to or left at the Property.

8.2 Any notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at the time the notice is delivered to or left at the recipient's address if delivered to or left at that address.

8.3 If a notice is treated as served on a day that is not a Business Day or after 17.00 on a Business Day, it will be treated as served at 09.00 on the next Business Day. Service of a notice by fax, e-mail or other forms of electronic communication is not a valid form of service under this Licence.

9 Jurisdiction

9.1 This Licence and any non-contractual obligations arising out of or in connection with it shall be governed by the law of England and Wales.

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to decide any dispute arising out of or in connection with this Licence, including in relation to any non-contractual obligations.

9.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Licence, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

IN WITNESS of which the parties have signed this Licence on the date stated at the beginning of this Licence.

Executed as a deed by **MAKING PROPERTIES LIMITED** acting by a Director in the presence of:

[redacted]

Director

Michael King

Print Name

Signature of witness: [redacted]

Name (in BLOCK CAPITALS): [redacted]

Address: One Oak Land, ,

Wilmslow, Cheshire

SK9 2BL

Executed as a deed by **AGE CONCERN MANCHESTER** acting by a Director in the presence of:

Director

Print Name

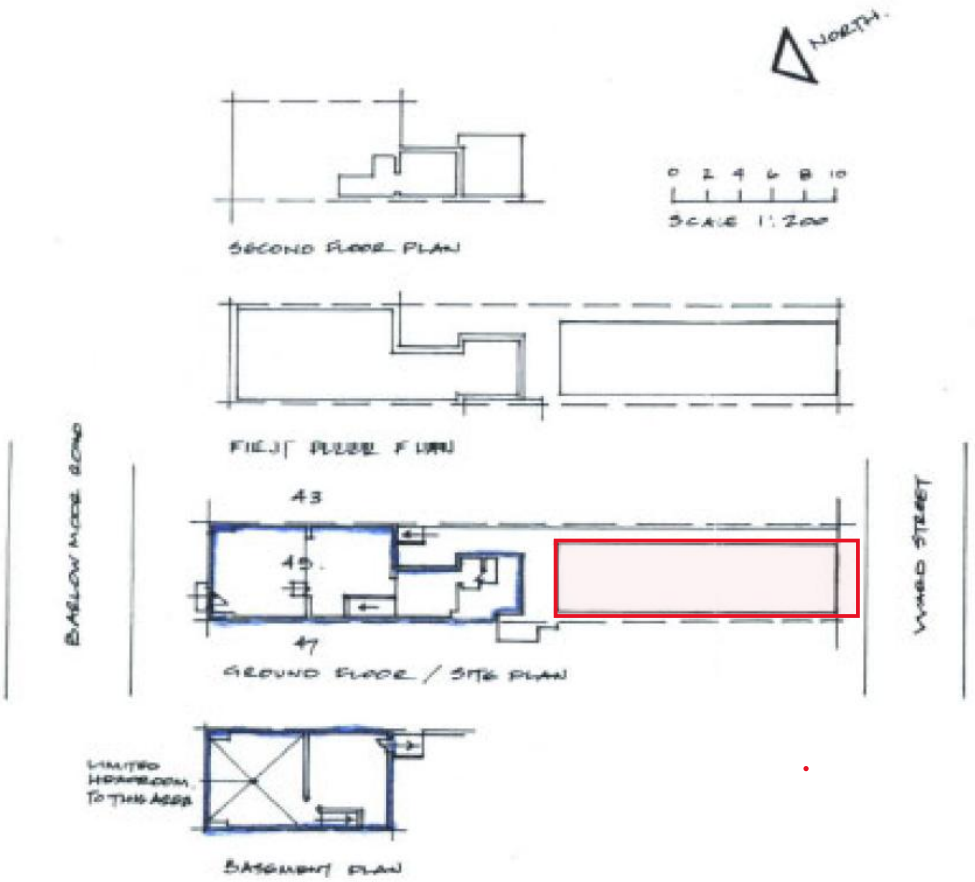
Signature of witness:

Name (in BLOCK CAPITALS):

Address:

Appendix 1

Licenced Property Boundary Plan


NORTH.
0 2 4 6 8 10
SCALE 1:200
SECOND FLOOR PLAN
FIRST FLOOR PLAN
BARLOW MOOR ROAD
WARD STREET
43
45
47
GROUND FLOOR / SITE PLAN
LIMITED HEADROOM TO THIS AREA
BASEMENT PLAN