

DATED

21 MAY 2026

SITTING-OUT LICENCE

**relating to the area known as Land On The South West Side Of Delf Street, Sandwich,
Kent**

between

Dover District Council

and



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SCHEDULE

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2026

(1) DOVER DISTRICT COUNCIL of White Cliffs Business Park, Dover, Kent, CT16 3PJ (**Licensor**)

(2) [REDACTED] (**Licensee**)

private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Route: the footpath shown coloured blue on the Plan.

Permitted Use: to use the Licenced Area as a seating area for the consumption of food (alcoholic and non-alcoholic) and to pass and repass on foot only over and along the Permitted Route to and from the public highway known as No Name Street between and during the Designated Hours by the customers of the Licensee being served in connection with the Licensee's business operated from the Property.

Plan: the plan attached to this licence marked "Plan".

Planters: the planters that are no more than one metre long

Property: the land and building known as 11 Cattle Market Sandwich also known as 1 No Name Street, Sandwich CT13 9AJ demised by a lease dated 9 December 2025 and made between [REDACTED]

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.

- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to occupy and use

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Licensed Area and use the Permitted Route for the Permitted Use during the Designated Hours for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Licensed Area and so far as is not inconsistent with the Licensees use of the Permitted Route for the Permitted Use) together with the right mentioned in the Schedule 1.
- 2.2 The Licensee acknowledges that:
- (a) The Licensee shall use the Permitted Route as a licensee and not as of right
 - (b) the Licensee shall occupy the Licensed Area and use the Permitted Route as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
 - (c) the Licensor retains control, possession and management of the Licensed Area and Permitted Route and the Licensee has no right to exclude the Licensor from the Licensed Area or the Permitted Route;
 - (d) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees.

3. Licensee's obligations

3.1 The Licensee agrees and undertakes:

- (a) to pay to the Licensor:
 - (i) the Licence Fee payable without any deduction in advance on the 20 MAY each year ; and
 - (ii) such VAT as may be chargeable on the Licence Fee;
- (b) to keep the Licensed Area, Planters, Permitted Route and Furniture clean, tidy and clear of rubbish;
- (c) not to obstruct the Permitted Route or deposit any waste, rubbish, soil or other material on any part of the Permitted Route or in any other way interfere with, or disturb, the Licensor or any others authorised by the Licensor to use the Permitted Route;
- (d) not to authorise any other person to use the Permitted Route except the Licensee's employees or the Licensee's invitees to the Permitted Route and to allow any others authorised by the Licensor including neighbouring land owners to use the Permitted Route;
- (e) not to use the Licensed Area or the Permitted Route other than for the Permitted Use;
- (f) Not to use the Permitted Route with vehicles and to be used on foot only;
- (g) not to make any alteration or addition whatsoever to the Licensed Area or Permitted Route;
- (h) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices on the Licensed Area or Permitted Route without the prior written consent of the Licensor;
- (i) to place only Furniture on the Licensed Area only which is of a high quality and of a design, style and colour commensurate with a high class operation and only to use Furniture the Licensor has previously approved;
- (j) not to place more than four tables in the Licensed Area and to ensure that the seating capacity in the Licensed Area shall not exceed more than ten persons;
- (k) not to cook or heat any food in the Licensed Area or Permitted Route and not to install ice cream machines, drinks machines and other equipment for the sale of food and drink for consumption on or off the premises on the Licensed Area or Permitted Route;
- (l) to remove the Furniture from the Licensed Area outside the Designated Hours and to store the same within the Property;

- (m) not to place any Furniture on the Permitted Route;
- (n) not to place any Planters on the Permitted Route
- (o) not to play or permit to be played any music in the Licensed Area or Permitted Route nor to permit any public entertainment of any kind in the Licensed Area or Permitted Route;
- (p) not to do or permit to be done on the Licensed Area or Permitted Route anything which is illegal or which may be or become a nuisance (whether or not actionable) annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers or owner or occupier of neighbouring property;
- (q) not to cause or permit to be caused any damage to:
 - (i) the Licensed Area, Permitted Route, Property, or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Property, or any neighbouring property;
- (r) not to permit any drunkenness or rowdy, unseemly or disreputable behaviour to take place on the Licensed Area or Permitted Route;
- (s) to take all reasonable steps to ensure that:
 - (i) no glasses, cups, bottles, other crockery, cutlery and litter originating from the Property or the Licensed Area remains or accumulates on the Licensed Area or Permitted Route and to remove such glasses, cups, bottles, other crockery, cutlery and litter emanating from the Property or Licensed Area or Permitted Route as often as necessary; and
 - (ii) the tables on the Licensed Area are cleared promptly of any dirty and used cutlery and crockery and are wiped down regularly and any spillages in the Licensed Area or the Permitted Route is properly cleaned immediately;
- (t) not to allow any smell or noise to escape from the Licensed Area which in the opinion of the Licensor is offensive or annoying;
- (u) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time in respect of the Licensed Area and Permitted Route;
- (v) prior to exercising the rights granted by this Licence to obtain all Necessary Consents and to comply with all Necessary Consents in force from time to time during the Licence Period;

- (w) to make good any damage caused to the Licensed Area and to the Permitted Route arising as a result of the rights hereby granted;
- (x) not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Licensed Area and Permitted Route from time to time;
- (y) to leave the Licensed Area vacant and in a clean and tidy condition free from Furniture, Planters and equipment and goods at the end of the Licence Period;
- (z) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability arising in any way from:
 - (i) this licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2;
- (aa) not to do anything on or in relation to the Licensed Area that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and
- (bb) to pay to the Licensor interest on the Licence Fee or other payments at the rate of four per cent per annum above the base rate of Natwest Bank Plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within 7 days of the due date (whether formally demanded or not).

4. Termination

4.1 This licence shall end on the earliest of:

- (a) the expiry of not less than 1 months' notice given at any time by the Licensor to the Licensee or by the Licensee to the Licensor.

4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5. Notices

5.1 Any notice given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next

working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

5.2 If a notice complies with the criteria in clause 5.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

5.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

5.4 A notice given under this licence is not valid if sent by e-mail or fax.

6. Costs

On completion of this Licence, the Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this licence, plus an amount equivalent to VAT on them except to the extent that the Licensor is able to recover that VAT.

7. No warranties for use or condition

7.1 The Licensor gives no warranty that the Licensed Area or the Permitted Route possesses the Necessary Consents for the Permitted Use.

7.2 The Licensor gives no warranty that the Licensed Area or the Permitted Route is in safe condition and physically fit for the purposes specified in clause 2.

7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. Limitation of Licensor's liability

8.1 Subject to clause 8.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Licensed Area or Permitted Route; or

- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Licensed Area or Permitted Route; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Licensed Area or Permitted Route in the exercise or purported exercise of the rights granted under clause 2.
- (d) any loss or damage suffered by the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route as a result of any cause beyond the Licensor's control that prevents the Licensee from using the Permitted Route.

8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. Governing law

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

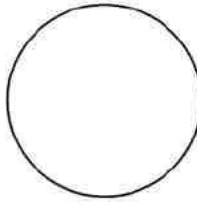
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Schedule 1 Rights granted

1. The right for the Licensee its employees, customers and authorised invitees to use during the Designated Hours the Licenced Area and Permitted Route as shall from time to time be designated by the Licensor for such purpose.
2. The right for the Licensee to place not more than eight Planters on the Licenced Area during the Licence Period.

EXECUTED as a Deed by the affixing
hereto and the authentication of the
COMMON SEAL of the
DOVER DISTRICT COUNCIL
but not delivered until the date hereof:




.....

Signature of Authorised Officer


.....

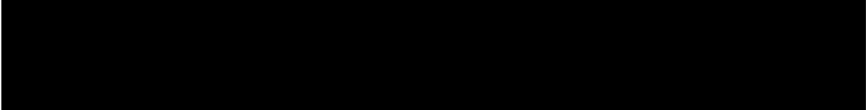
Print Name of Authorised Officer:

SIGNED as a deed by Nagmalden Jakerka
in the presence of:


.....
Signature of 

W signature:.. 
I

T name:.....

N
E address:..... 

S
S



Title: License Plan

Address: Land Adj Delf Street, Sandwich

Scale 1:250 @ A4

Date: 15/05/2026



Dover District Council
Honeywood Close
White Cliffs Business Park
Whitfield
DOVER
CT16 3PJ

