

**DATED** \_\_\_\_\_.

**Licence to use route over the churchyard at St Thomas  
the Apostle Church in the Diocese of Leicester**

**between**

**The Reverend David James Cowie Clerk in Holy Orders  
Incumbent of the Benefice of Wigston in the County of  
Leicestershire and Diocese of Leicester**

**and**

**The Parochial Church Council of the Parish of South  
Wigston in the Diocese of Leicester**

**and**

**STTCH LTD**

Bath  
Birmingham  
Cambridge  
Leeds  
London  
Manchester

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## INDEX

Clause	Page
1 Interpretation	1
2 Licence to use	3
3 Licensee's obligations	3
4 Reservation of rights	4
5 Termination	5
6 Notices	5
7 No warranty of condition	5
8 Limitation of the Incumbent and Council's liability	5
9 Third party rights	6
10 Governing law and jurisdiction	6
11 Other provisions	6

**THIS LICENCE** is dated .....

**BETWEEN**

- (1) The Reverend David James Cowie Clerk in Holy Orders Incumbent of the Benefice of Wigston in the County of Leicestershire and Diocese of Leicester (**the Incumbent**).
- (2) The Parochial Church Council of the Parish of South Wigston in the Diocese of Leicester (**the Council**); and
- (3) STTCH Limited (CRN **16608875**) whose registered office address is at St Thomas Church Hall, South Wigston, Leicester, Leicestershire, England, LE18 4SB (**Licensee**).

**BACKGROUND**

- (a) The Church Property is vested in the Incumbent in their capacity as incumbent of the Benefice of Wigston.
- (b) By the Faculty, the Incumbent was authorised to grant a right of way to the Licensee.
- (c) The Council has the statutory powers and owes the duties contained in Section 4 of the Parochial Church Councils (Powers) Measure 1956 to maintain the churchyard in a decent order.

**NOW IT IS AGREED HEREBY AS FOLLOWS:**

**1 Interpretation**

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Control	means the power of a person (directly or indirectly) to secure that the affairs of the Licensee are conducted in accordance with the wishes of that person:  (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or  (b) by virtue of any powers conferred by constitutional or corporate documents, or any other document regulating that or any other body corporate and a <b>“Change of Control”</b> occurs if a person who Controls the Licensee (directly or indirectly) ceases to do so or if another person acquires Control of it;
Church Property	means the freehold property that is the Church and Churchyard of St Thomas the Apostle in the County of Leicestershire and Diocese of Leicester as shown edged blue on the Plan;
Competent Authority	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
Court	means the Consistory Court of the Diocese in which the Church Property is from time to time situate or any other

- court to which the powers of the Consistory Court have become transferred;
- Faculty means the interim faculty granted out of the Consistory Court of the Diocese of Leicester on 21<sup>st</sup> January 2026;
- Licence Fee the amount of £1 per year (if so demanded).
- Licence Fee Commencement Date the date of this licence agreement.
- Licence Period the period from and including the date of this licence until the date on which this licence is determined in accordance with clause 5.
- Licensee's Property the property known as St Thomas' Church Hall, Blaby Road, Wigston, LE18 4SB shown edged red on the Plan and registered at HM Land Registry under title number LT559809.
- Necessary Consents all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.
- Permitted Route the footpath as shown coloured Brown on the Plan as forms part of the Church Property;
- Permitted Use to pass and repass on foot only over and along the Permitted Route at all times for all purposes connected with access and egress to the boiler house located at the Licensee's Property and not for any other purpose.
- Plan the plan attached to this licence.
- 1.2 Clause 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.8 A reference to **writing** or **written** excludes fax and email.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and to use best endeavours to prevent that thing being done by another person.
- 1.10 References to clauses are to the clauses of this licence.

- 1.11 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.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.13 Any reference to Incumbent is to that person in their official capacity as incumbent of the Benefice of Wigston for the time being and includes a priest in charge during any vacancy in the Benefice.
- 1.14 Any reference to the Council is to the Parochial Church Council for the time being of the Parish in which Church Property is situate.

## **2 Licence to use**

- 2.1 Having been authorised so to do by the Faculty, and subject to clause 3 and clause 5, the Incumbent permits the Licensee to use the Permitted Route for the Permitted Use for the Licence Period under the terms of this written licence in common with the Incumbent and all others authorised by the Incumbent (so far as is not inconsistent with the Licensee's use of the Permitted Route for the Permitted Use).
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall use the Permitted Route as a licensee and not as of right;
  - 2.2.2 the Licensee shall use the Permitted Route as a licensee and that no relationship of landlord and tenant is created between the Incumbent and the Licensee by this licence;
  - 2.2.3 the Incumbent retains control, possession and management of the Permitted Route and the Licensee has no right to exclude the Incumbent from the Permitted Route;
  - 2.2.4 the licence is subject to clause 4 and any other rights of the Incumbent and the Council in relation to the Church Property, whether or not referred to in this licence agreement; and
  - 2.2.5 the licence is granted in common with any other persons lawfully entitled to use the Permitted Route or to similar rights in relation to the Church Property.
- 2.3 This licence is personal to the Incumbent and the Licensee and neither of them may assign or otherwise transfer the benefit of it.

## **3 Licensee's obligations**

- 3.1 The Licensee agrees and undertakes:
- 3.1.1 to pay to the Incumbent (or the Council if directed) the Licence Fee payable without any deduction on demand (if so requested);
  - 3.1.2 not to use the Permitted Route other than for the Permitted Use;
  - 3.1.3 not to do or permit to be done on the Permitted Route anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Incumbent or occupiers of the Church Property or any owner or occupier of neighbouring property
  - 3.1.4 to respect the Church Property and the Permitted Route over which the rights in this licence are to be exercised as land forming part of the Church Property which is set aside for the worship of Almighty God and not to undertake any activity on the Permitted

Route in which it may give offence to parishioners or visitors or inhibit the use of the Church Property for its lawful purposes as a place of public worship;

- 3.1.5 not to cause or permit to be caused any damage to:
- (a) the Church Property or to any neighbouring property; or
  - (b) any property of the owners or occupiers of the Church Property or any neighbouring property.

the Licensee shall as soon as possible make good any damage caused to the Incumbent's, the Council's and the Court's reasonable satisfaction and pay full compensation to the Incumbent or the Council (or both) in respect of any damage caused that is not made good and any loss to the Incumbent or Council (or both) caused by such damage.

- 3.1.6 not to obstruct the Permitted Route or deposit any waste, rubbish, soil or other material on any part of the Church Property or in any other way interfere with, or disturb, the Incumbent or any others authorised to use the Permitted Route;
- 3.1.7 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;
- 3.1.8 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Church Property or which will or might vitiate in whole or in part any insurance in respect of the Church Property from time to time;
- 3.1.9 to keep the gate at the point marked C on the Plan closed at all times that the Licensee is not using the Permitted Route;
- 3.1.10 to give the Incumbent notice in writing, within one month of completion of any transfer, that the Licensee has transferred the Licensee's Property and the name and address of the transferee.
- 3.1.11 not to use vehicles on the Permitted Route;
- 3.1.12 To indemnify the Incumbent and Council against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- (a) this licence;
  - (b) any breach of the Licensee's undertakings contained in clause 3; and/or
  - (c) the exercise of any rights given in clause 2.

#### **4 Reservation of rights**

- 4.1 The Incumbent reserves the following rights for the Incumbent, the Incumbent's successors in title and all other persons authorised by the Incumbent or the Council or entitled by law to benefit from the same:
- 4.1.1 Nothing in this licence is to prevent the use of the Church Property as dedicated to Almighty God and set apart from all profane uses and for uses ancillary to the church building. By way of non-exhaustive example, nothing in this Deed is to prevent the use of the Church Property, including the Permitted Route, for services, divine worship and lawful recreational use provided that the Incumbent will not obstruct the gate at the point marked C on the Plan unless reasonably necessary for such a use and will not damage the gate.

4.2 The rights of the Incumbent, the Council and other persons authorised by the Incumbent or otherwise entitled by law to use the Church Property and the Permitted Route are not affected in any way.

## **5 Termination**

5.1 This licence shall end on the earliest of:

5.1.1 the date on which the Licensee parts its ownership of the Licensee's Property;

5.1.2 the date on which there is a Change of Control of the Licensee;

5.1.3 the Incumbent giving notice to the Licensee to terminate this licence with immediate effect if the Licensee breaches any of the obligations contained in clause 3; and

5.1.4 expiry of not less than 3 months' notice to terminate given by either party to the other

5.1.5 the Court may direct that the benefit of this licence be withdrawn.

5.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this licence.

## **6 Notices**

6.1 Any notice or other communication 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).

6.2 If a notice or other communication complies with the criteria in clause 6.1, it shall be deemed to have been received:

6.2.1 if delivered by hand, at the time the notice or other communication is left at the proper address; or

6.2.2 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.

6.3 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.

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

## **7 No warranty of condition**

7.1 The Incumbent gives no warranty that the Permitted Route is in a safe condition and fit for the uses specified in clause 2.

7.2 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 Incumbent or the Council before the date of this licence as to any of the matters mentioned in clause 7.1.

## **8 Limitation of the Incumbent and Council's liability**

8.1 Subject to clause 8.2, the Incumbent or the Council is not liable for:

8.1.1 the death of, or injury to, the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route;

- 8.1.2 any damage to any property of the Licensee or, that of the Licensee's employees or the Licensee's invitees to the Permitted Route;
  - 8.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees or the Licensee's invitees to the Permitted Route in the exercise or purported exercise of the rights granted by clause 2; or
  - 8.1.4 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 Incumbent's control that prevents the Licensee from using the Permitted Route.
- 8.2 Nothing in clause 8.1 shall limit or exclude the Incumbent's or Council's liability for:
- 8.2.1 death or personal injury or damage to property caused by negligence on the part of the Incumbent or Council or its employees or agents; or
  - 8.2.2 any matter in respect of which it would be unlawful for the Incumbent or Council 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 and jurisdiction**

- 10.1 This licence is governed by and construed in accordance with the law of England and Wales.
- 10.2 The parties irrevocably agree that any question relating to the interpretation or enforcement of any term relating to this licence is to be determined by the Court.

**11 Other provisions**

- 11.1 If there is no Incumbent, the Council may on its own give any consent, and take or join in any action, which this licence provides that the Incumbent or Council (or both) may or shall give or take.

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

Signed by The  
Reverend David James  
Cowie

*David Cowie*

Signed by two  
members of the Council

*K. Martin*  
KATHLEEN MARTIN  
*Paul Kenney*  
PAUL KENNEY

Signed by a Cerise  
Bedder as a director of  
STTCH LTD

.....

Cerise Bedder

## PLAN

# St Thomas Church Hall, South Wigston, Wigston, LE18 4SB

