

Summary of Building Licence

The Building Licence substantially follows the agreed form of Building Licence which was appended to the Development Agreement on exchange. The main terms are as follows:

- 1 The Council is granting a licence to HWR Phase 1 Stage 1 LLP (the Developer) of part of the land comprised in title number EGL562955 known as Napier New Plymouth as shown edged red on the Plan.
- 2 The Licence Period starts on the date of the Licence and terminates on Practical Completion (unless terminated earlier for breach).
- 3 There is no fee payable for the grant of the Licence.
- 4 The Licence grants the right for the Developer its contractors and those authorised by it with or without vehicles workmen plant machinery and/or equipment for the Licence Period to occupy the relevant areas within the Property upon which are to be constructed Units as such area(s) are more particularly shown on the Plan for the purpose only of carrying out the construction of the Development in accordance with the Licence
- 5 The Licence confirms that the Council appoints the Developer to carry out the 'Development' (defined in the licence as: the demolition of existing buildings and redevelopment of the Property comprising a number of buildings ranging between 3 to 10 storeys, providing 197 residential dwellings (Class C3), public and private open space, formation of new accesses and alterations to existing accesses, associated car and cycle parking and associated works in accordance with the Existing Planning Permission (dated 6 April 2020 with reference P0751.19).
- 6 The Licence contains covenants on the Developer's use of the Property (set out in Clause 4 and Schedule 2) which include provisions around the carrying out of the Development and the use of the Property which follow those in the Development Agreement.
- 7 The Licence confirms that all risk in the Property passes to the Developer on completion of the Licence and the Developer gives the Council an indemnity relating to this (clause 5).
- 8 The Licence contains termination provisions which are engaged if the Developer becomes insolvent, materially breaches the Licence or the JV Agreement is terminated in relation to the Property (clause 6). The Council must serve a termination notice and if there has been a material breach, the Council must serve 20 working days' notice on the Developer and may only terminate if the Developer is still in breach following expiry of the notice.
- 9 The Developer's dealings with the Property are restricted and it may only enter into adoption agreements in relation to any infrastructure works.
- 10 Following Practical Completion of the scheme, the licence will terminate.