

**TARA MEADOWS LTD.**  
HOLIDAY HOME PARK

**LICENCE AGREEMENT**

THIS LICENCE AGREEMENT is made the 1st day of January two thousand and thirteen

BETWEEN John Breen of Tara Meadows Ltd. Prospect, Ballymoney, Gorey, Co. Wexford (herein after called "the Licensor") of the One Part and

(here in after called "the Licensee") of the One Part.

**WHEREAS:-**

- (A) The Licensor is the owner of the lands at Prospect, Ballymoney in the County of Wexford -(hereinafter called "the Property").
- (B) The Licensee wishes to place a Mobile Home (hereinafter called "the Unit) on the property and has asked the Licensor for the use of space there in which the Licensor has agreed to give the terms herein contained.

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

1. The Licensor hereby grants to the Licensee permission to use the portion of the Property which is more particularly shown on the plan hereto annexed and thereon numbered ... (hereinafter referred to as "the Space" which definition shall also include any substituted space made available to the Licensee pursuant to the provisions contained in this licence) and to place thereon and connect to the services provided by the Licensor the Unit of a make model and dimensions to be approved of by the Licensor prior to the execution hereof together in common with the Licensor and all of its Licensees to the use of all the facilities provided by the Licensor including the entrance, and roadways, adjoining the property, play areas, and subject to and in accordance with the rules and regulations of Tara Meadows Holiday Home Park the use of tennis courts, open spaces and all other facilities on the property and the use of the water supply, sewerage; electricity supply and all other services provided by the Licensor SUBJECT to the payment of the licence fee and charges set forth in the **FIRST AND THIRD SCHEDULES** hereto and to the provisions hereinafter contained.
2. The Licence hereby granted shall subsist for the periods set out in the Second Schedule hereto.
3. **THE LICENSEE HEREBY AGREES WITH THE LICENSOR AS FOLLOWS:-**
  - (a) To pay the said Licence fee and all other charges at the times and in the manner herein provided.
  - (b) To use the Unit as a holiday home only for the Licensee, his family and invited guests, and not to use if for any business, profession or other purpose.
  - (c) To keep the Space clean and tidy and to make use of the proper rubbish skip provided for the disposal of all rubbish.
  - (d) Not to cause any damage to the Space.
  - (e) Not to impede in any way the Licensor or any of its servants or agents in the exercise by them of the Licensor's rights of possession and control of the Space.
  - (f) To give all reasonable assistance to the Licensor and its servants and agents in connection with any alteration of the layout of the Space which the Licensor may consider necessary or beneficial.
  - (g) Not to attempt to assign or otherwise deal with or dispose of the rights hereby granted which are acknowledged by the Licensee to be purely personal to him.
  - (h) Not to hold himself out as being an Agent, tenant or partner of the Licensor nor to hold himself out in any manner whatsoever as representing the Licensor.
  - (i) To abide by all reasonable requirements of the Licensor in relation to the Licensee's use of the property the Space the services and facilities in or upon the property **AND IN PARTICULAR** to comply with and abide by all bye-laws rules and regulations made by the Licensor from time to time for the proper management and administration of the property the space and its facilities.

- (j) To pay to the Licensor such as is metered on the ESB metre in the unit towards the cost of the supply of electricity for light, power and heating purposes and for this purpose the Licensor shall cause an electricity supply metre to be installed near the Unit and the Licensee shall permit the Licensor access to such meter when required and at least twice in each year of the duration of this licence to take a reading of such meter. The Licensee will pay the accounts which will be furnished to him from time to time by the Licensor within 14 days of the furnishing of such accounts in respect of all electricity consumed and in addition a sum equal to 10% of the electricity supply account to cover the Licensor's costs of administration, service and expenses incurred in connection with the said supply of electricity.  
The Licensee shall not interfere in any manner whatsoever with the said electricity meter or any of the services provided or make any alteration in the wiring or equipment of the Unit which would be considered to be a deviation from the standard of electricity usage for such a Unit and in particular not to in any manner overload the electricity supply by use of any machinery or devices which would cause damage to the electricity supply or create any danger whatsoever by reason of the use thereof.
- (k) Not to do, permit or suffer to be done in or on the property or Space anything which may or might become a nuisance or annoyance to the Licensor its Licensees or occupiers or Licensees of other spaces or owners or occupiers of adjoining property.
- (l) To indemnify and keep indemnified the Licensor against all actions, proceedings, claims, or demands whatsoever in respect of any injury, loss or damage to any person or property (whether arising by common law or statute) by reason of anything committed or omitted in the property or the Space or in breach of this Licence caused by the Licensee, his family, guests or invitees.
- (m) Not to do or permit anything which might cause the Licensor to be held to be in breach of the planning or Local Authority in relation to the user of the Property or the Space or any works relating thereto and provide all fire blankets, fire extinguishers and all necessary equipment for the prevention or spread of fire on the Space and not to do anything on the Space which would make voidable the Licensor's fire and other insurance on the Property.
- (n) Not to erect or permit or suffer to be erected on the Unit or the Space or any part thereof any placard, poster, or sign whatsoever without the previous approval in writing of the Licensor.
- (o) To insure and keep insured against all risks, the unit and all insurable ancillaries and to take out and maintain a public liability Insurance Policy in the sum of €350000.00 minimum, AND to produce to the Licensor on demand evidence of such Insurances which must be kept in force at all times.
- (p) Not to make any alterations or additions to the Unit or add any ancillary erections, verandas, or other additions save such as are agreed in writing by the Licensor and to maintain the Unit and all permitted additions, erections and ancillaries in good order, repair and condition AND for this purpose the Licensee shall have the right to enter upon the property with or without workmen, servants or agents for the purpose of carrying out such repairs and maintenance.
- (q) The family residing with the Licensee shall have all the same rights to use the property and the Space as the Licensee in accordance with the provisions herein contained and the invited guests of the Licensee shall have the right to enter upon the property and subject to the rules and regulations of the Licensor and to the rules and regulations of the Tara Meadow Holiday Home Park to make use of the facilities thereon in addition to utilising the Licensees facilities in the Unit SUBJECT to such rules and bye-laws as may be pertaining from time to time in relation to the activities and rights of such guests AND the Licensee shall be fully liable under the terms hereof for all activities of his family and invited guests in the same manner as if they were the Licensee. It is hereby expressly declared that any guest of a member of the family of the Licensee shall be deemed to be a guest of the Licensee.
- (r) Not to let, sub-let or otherwise alienate the use of the Space at any time whatsoever.
- (s) In relation to the development of the property the Licensee shall not object to any buildings, alterations or additions being made to the property or the services thereon or any building or construction thereon by the Licensor and shall co-operate with the Licensor where necessary to facilitate the Licensor carrying out any necessary repairs, maintenance, alterations, or additions to the services, buildings and facilities on the property.
4. **THE LICENSOR AGREES WITH THE LICENSEE AS FOLLOWS:-**
- (a) To pay all rates and other outgoings payable in connection with the Unit and the Space.
- (b) That the Licensee shall have access to the Space at all times during the season in which the park is open.
- (c) To keep the Property in good repair and suitable for the use of the Space by the Licensee.

5. The Licensor:-
  - (a) Will maintain the property and all permanent buildings, facilities and services thereon but the Licensor shall not be liable in the event of the facility having to be closed for whatever reason or the failure or breakdown of any of the services on the property however caused **BUT SO THAT** in the event of such closure, breakdown or failure the Licensor will take all reasonable steps as quickly as is possible to re-open any such services **AND THE** Licensee shall have no claim for compensation or damages arising or as a result of any such closure, breakdown or failure as aforesaid.
  - (b) Has caused rules, regulations and bye-laws to be made for the purpose of regulating and determining the rights and uses of the property, premises, facilities and lands in the interest of good and proper estate management and for the safety and convenience of other Licensees and permitted users of the property AND the Licensee for himself, his family and all those permitted to use the property by or through the Licensee as herein before provided will ensure that all such persons will comply with each and every bye-law, rule and regulation made by the Licensor and for the time being in force governing the use and conduct by the users of the property and the premises and facilities thereon and which said bye-laws, rules and regulations have been given to the Licensee prior to the execution hereof **AND** the Licensor hereby reserves the right to alter, amend or change any such bye-laws, rules or regulations during the period of this agreement AND any such alterations, amendments or changes shall be furnished to the Licensee by the Licensor and the Licensee shall be bound by any such changes 7 days from the date of the issuing thereof, the Licensor shall have the option instead of serving copies of any such alterations, amendments or changes to the Licensee to post same on the notice board situate within the Licensor's Park premises and the licensee shall be deemed to have notice thereof 7 days after the posting of same on the said notice board as if same had been personally served upon the Licensee.
  - (c) Shall have the right to refuse admission to any person or persons onto the property, for good and substantial reason.
6. Upon payment by the Licensee of the licence fee specified in the **FIRST SCHEDULE** hereof at the time or times it should become due the Licensee shall be entitled to enjoy all the facilities on the property.
7. The Licensee shall not trade in or sell holiday homes on the property under any circumstances **SAVE** that the Licensee shall be at liberty to sell his own Unit upon the following conditions:-
  - (a) That the Licensor approves of the purchaser as a suitable Licensee which said approval shall not be unreasonably withheld.
  - (b) That he gives to the Licensor the prior option to purchase same at the then current market value.
  - (c) Any purchaser shall execute a Licence Agreement in similar terms thereto, and
  - (d) The Licensee shall surrender this Licence agreement to the Licensor, will relinquish all rights conferred under the terms of this Licence, and will relinquish his membership and the membership of his family in any organisations organised upon the property including Tara Meadows Holiday Home Park.
8. In the event of the failure by the Licensee to pay any sums which are due to be paid by the licensee on foot of these presents within 14 days upon which they should have become due then any such sums outstanding and due to the Licensor by the Licensee shall bear interest from the day or days on which the same shall have become due to the date of actual payment thereof (as well as before any Judgement) at a rate of 2.5% per calendar month or part thereof during which same shall remain outstanding or 5% over the annual rate at the time charged by the Associated Banks for unsecured personal overdrafts (which ever is the greater) and such interest shall be recoverable in like manner as any arrears are recoverable hereunder.
9. In the event of any breach of the agreement, stipulation or conditions contained in these presents by the licensee this licence **SHALL FORTHWITH DETERMINE** and the Licensee shall hand over vacant possession of the Space subject as is hereinafter provided. The Licensor's right to revoke this licence hereunder shall be without prejudice and in addition to any or any claim which may arise by reason of any damage arising from the wrongful act or breach of any condition hereof by the Licensee.
10. In the event of any monies being due by the Licensee to the Licensor on foot of these presents the Licensor shall have a lien upon the Unit and its contents in respect of all such sums due to the Licensor and the Licensor shall be at liberty to prevent the removal from the said lands of the Unit until all sums due to the Licensor by the Licensee shall have been paid.
11. In the event of the failure by the Licensee to pay all such sums as are due to the Licensor within 14 days after the same shall have become due then the Licensor shall be entitled to serve a notice upon the Licensee containing a demand for payment of all sums due and in default of payment within 7 days from the date of such notice the Licensor shall be entitled to sell the Unit by public auction through an Agent of the Licensor and the Licensor shall give a good and valid receipt for payment of the purchase price thereof to the purchaser and the Licensee hereby agrees to be bound by any agreement for sale entered into on perusal hereof. Upon the purchase monies arising out of such sale being paid the Licensor shall deduct therefrom all monies due to it including all fees and expenses incurred in connection with the sale and all sums due by the licensee to the

- Licensors and any balance remaining shall be paid to the Licensee without any interest or compensation whatsoever AND the Licensor shall not be liable for any loss or damage to the Unit whatsoever arising.
12. In the event of this licence being terminated in accordance with the provisions herein before contained if the Licensor so demands the Licensee shall remove the Unit from the Space at the Licensees expense and in the event of the Licensee failing to so remove the Unit within 14 days from the date of the termination of this licence the Licensor shall be at liberty to so remove the Unit and to store it but shall not be in any manner responsible for any loss or damage to the Unit during or in the course of such removal and storage thereof howsoever arising.
13. **IN RELATION TO NOTICES TO THE LICENSEE THE FOLLOWING PROVISIONS SHALL APPLY:-**
- (a) All notices under the terms of this Licence shall be deemed to have been served upon the Licensee if it is sent by prepaid ordinary post to the last known address of the Licensee and a copy thereof should be delivered to the Unit and in the event of it not being possible to deliver the copy thereof to the Unit the same may be affixed to a door thereof. Any notices posted as herein before provided shall be deemed to have been delivered within 24 hours of its being posted.
- (b) In relation to the demands for payment of any sums due under these presents same shall be served in accordance with the provision of subclause (a) of this clause.
14. **IT IS HEREBY AGREED** that the Licensor shall be entitled to change the location of the Space provided that it shall give the Licensee not less than two weeks notice (expiring on any day) of its intention to do so and provided also that any space so substituted for the Space up to then used by the Licensee shall be no smaller and no less suitable than the former Space.
15. The Licensor will not accept any liability for furniture, records, accounts, cash or other property of the Licensee or of the family or guests, invitees or licensees of the Licensee which may be destroyed in the Property through fire or other disaster.
16. In the event of the Licensor requiring the termination of this licence for good and valid reason then it shall be so terminated by the Licensor giving to the Licensee 3 months notice (expiring on any day) of its intention to determine this licence and in such event the Licensee shall be entitled to a refund of the proportion of the monies paid by the Licensee from the date of the giving up possession to the Licensor up to the date up to which the said monies had been paid.
17. The Licensor may determine this licence and re-enter upon the Space in the event of the said licence fee or any part thereof or any other monies which may be the liability of the Licensee in respect of the user of the Space including all services thereto being in arrears for 7 days whether demanded or not or in the event of the Licensee failing to observe any of the stipulations on his part herein contained.
18. **THE LICENSEE HEREBY CONFIRMS** that he enters upon these presents and he occupies of the Space by way of **LICENCE ONLY** and no relationship of Landlord and Tenant exists between the parties hereto notwithstanding anything herein before contained or implied.
19. The Licensee shall notify the Licensor of any change in the Licensees address within 14 days of such change being effected.
20. In the event of there being any conflict between the terms of his licence and the bye-laws, rules and regulations issued by the Licensor then the rules, regulations and bye-laws shall prevail.
21. In this agreement the masculine shall include the feminine and the plural where the context so admits or requires.
22. The Licensee **HEREBY ACKNOWLEDGES** that he does not enjoy any legal estate in the space.

**Schedule and Charges to cover License to station mobile home at Tara Meadows  
Holiday park**

**FIRST SCHEDULE**

License Fee and service charge inclusive of V.A.T. €2200.00

The amount specified above shall be paid on the signing hereof and shall be for the first period specified in the second schedule hereto and for each successive period thereafter the amount payable shall be as specified in the third schedule hereto.

**SECOND SCHEDULE**

This Agreement shall be for the period from the 15th day of March 2013  
to the 31st day of December 2013

**THIRD SCHEDULE**

The Licensor reserves the right to increase the License fee annually after the expiration of the first period as set forth in the Second Schedule hereto by an amount necessary to cover any extra expenses incurred ,and or any extra charges of rates etc. that maybe increased by Wexford County Council or other bodies.

IN WITNESS whereof this Licence has been signed on behalf of the Licensor and the Licensee has signed his name hereto the day and year first above WRITTEN.

SIGNED on behalf of the Licensor  
in the presence of:-

SIGNED by the Licensee in the  
Presence of:-

Dated the 1st                    day of January 2013

JOHN BREEN

to

LICENCE

M.T. O'Donoghue & Co.,  
Solicitors,  
11 Main Street,  
Gorey,  
**CO. WEXFORD.**

Ref. B98