



6 New Bridge Street
London EC4V 6AB

**STATEMENT TO SUPPORT
APPLICATION FOR CERTIFICATE OF
EXISTING LAWFUL USE**

**CAFÉ OASIS, 10 CHURCHILL COURT, THE
STREET, RUSTINGTON, BN16 3DA**

Date: October 2019

Ref: 14105



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Revision	Description	Originated	Checked	Reviewed	Authorised	Date
1.0	Final Supporting Statement	AOL	GB	GB	GB	03/10/19
DWD Job Number: 14105						



1.0 INTRODUCTION

- 1.1 This Statement has been prepared by Dalton Warner Davis (DWD) on behalf of Store Property Investments Ltd ('the applicant') in support of an application for a Certificate of Lawful Existing Use, pursuant to Section 191 of the Town and Country Planning Act 1990 (as amended), at Café Oasis, 10 Churchill Court, The Street, Rustington, BN16 3DA ('the Site').
- 1.2 The Site (as shown on the submitted Site Location Plan (ref: DWD001 at **Appendix 1**), has been used as an external dining area for a period of over 10 years ancillary to the adjacent Café Oasis. Therefore, this application seeks confirmation that the lawful use of the Site is as an external dining area ancillary to the café in A3 Use Class.
- 1.3 Accordingly, this Statement will demonstrate the use of the Site as an external dining area is lawful, and should be read together with the supporting documents appended.
- 1.4 The supporting evidence provided with this Statement demonstrates that, on the balance of probabilities, the Site has been used as an external dining area for a continuous period in excess of 10 years.
- 1.5 This Statement should be read in conjunction with the following documents submitted with the covering letter and application form:
- Site Location Plan (ref: DWD001);
 - Application Form;
 - Statutory Declaration by Store Property Investments Ltd dated 30th September 2019;
 - Statutory Declaration by Sara Clifton dated 2nd October 2019;
 - License Agreement dated 2006;
 - License Agreement dated 22nd October 2014; and,
 - Schedule of images.



2.0 BACKGROUND AND PROPOSAL

- 2.1 The Site is currently used as an external dining area associated with Café Oasis at No.10 Churchill Court, and been so used for a period of over ten years.
- 2.2 Café Oasis is in the ownership of the applicant, and a license to use the Site as an external dining area associated with the café was granted by Sara Jane Clifton of 29 The Roystons, East Preston, West Sussex, BN16 2TR. This license has been renewed regularly since first granted.
- 2.3 The external areas to the west and south of the café, which have been used as an external dining area, are also in the ownership of the applicant, as shown on the plans included with the Statutory Declaration at **Appendix 2**.



3.0 SITE DESCRIPTION AND HISTORY

Description of Site and Surroundings

- 3.1 The Site comprises a section of a pedestrian courtyard that lies between the Churchill Court premises and wraps around the southern façade of Café Oasis at No.10 Churchill Court. The pedestrianised area is 'zoned off' to vehicles by the placement of bollards at regular intervals along its perimeter.
- 3.2 Churchill Court lies within the designated boundary of Rustington Town Centre and forms a Secondary Retail Frontage. It is located to the east of Churchill Parade car park, and north of The Street (B2140).

Current Use

- 3.3 The Site is currently used as an external dining area in association with the adjacent Café Oasis, which is in A3 Use Class, and the full extent of the Site has been used for this purpose since August 2004.

Planning History

- 3.4 Consent to change the use of No.10 Churchill Court to Class A3 was granted on 4th January 2000 (ref: R/213/99).
- 3.5 No further planning applications have been submitted since the grant of consent to change the use of the premises to Use Class A3.
- 3.6 Arun District Council contacted the applicant by letter dated 2nd July 2019 regarding the alleged unauthorised siting of tables and chairs to both frontages of the premises. Further clarification on the alleged breach was received from the Council by letter dated 22nd July 2019, in which the applicant was invited to submit an application for a certificate of lawfulness for the existing use of the land adjacent to Café Oasis for the placement of tables and chairs for a period of 10+ years.



4.0 ASSESSMENT

- 4.1 A Lawful Development Certificate is a legal document and means that enforcement action cannot be carried out to the development referred to in the certificate.
- 4.2 The certificate is not a planning permission and, as such, the planning merits of the use, operation or activity in the application are not relevant. The issue of a certificate depends entirely on factual evidence about the history and planning status of the building, or other land, and the interpretation of any relevant law or judicial authority.
- 4.3 The responsibility is on the applicant to provide evidence to support the application, and the relevant test of evidence is the 'balance of probability' (the civil law standard).
- 4.4 Section 191 (Certificate of Lawfulness of Existing Use or Development) of The Town and Country Planning Act 1990 (as amended) states that *"if, on an application under this section, the local planning authority are provided with information satisfying them of the lawfulness at the time of the application of the use, operations or other matter described in the application, or that description as modified by the local planning authority or a description substituted by them, they shall issue a certificate to that effect; and, in any other case they shall refuse the application"*.
- 4.5 If provided with satisfying evidence of the lawfulness of the use then the LPA shall issue a certificate that:
- a) Specifies the land to which it relates;
 - b) Describes the use, operations or other matter in question (in the case of any use falling within one of the classes specified in an order under section 55(2)(f), identifying it by reference to the class);
 - c) Gives the reasons for determining the use, operations or other matter to be lawful; and,
 - d) Specifies the date of the application for the certificate.
- 4.6 Section 191 (Certificate of Lawfulness of Existing Use or Development) states that, upon issuing a certificate of lawfulness of any use then *"operations or other matter for which a certificate is in force under this section shall be conclusively presumed"* and further states that:
- a) No enforcement action may then be taken in respect of them (whether because they did not involve development or require planning permission or because the time for enforcement action has expired or for any other reason); and,



-
- b) They do not constitute a contravention of any of the requirements of any enforcement notice then in force.
- 4.7 The National Planning Practice Guidance (PPG) states that *“if the local planning authority is satisfied that the appropriate legal tests have been met, it will grant a lawful development certificate”* (Lawful Development Certificates – Paragraph: 002 Reference ID: 17c-002-20140306).
- 4.8 The PPG further states that *“in the case of applications for existing use, if a local planning authority has no evidence itself, nor any from others, to contradict or otherwise make the applicant’s version of events less than probable, there is no good reason to refuse the application, provided the applicant’s evidence alone is sufficiently precise and unambiguous to justify the grant of certificate on the balance of probability”* (Lawful Development Certificates – Paragraph: 006 Reference ID: 17c-006-20140306).
- 4.9 The evidence detailed in this Statement and associated appendices forms an overall picture of the courtyard around the Café Oasis premises as being in use as an external dining area on a continuous basis for over ten years, without being subject to enforcement action.

Statutory Declaration (Store Property Investments Ltd)

- 4.10 The statutory declaration at **Appendix 2** from Sarah Wickens of Store Properties Investments Ltd, owner of No.10 Churchill Court for over 40 years since its original construction, states that the area currently used as an external dining area was set out in August 2004, and has been in continuous use to date.

Statutory Declaration (Sara Clifton)

- 4.11 The statutory declaration at **Appendix 3** from Sara Clifton, leaseholder of Café Oasis, which has operated from No.10 Churchill Court since 2006, states that the area currently used as an external dining area has been in continuous use from the date of the her leasehold.

Tables and Chairs Licence Dated 2006

- 4.12 The ‘Tables and Chairs’ licence at **Appendix 4**, granted by the applicant to Sara Clifton (leaseholder of the property), grants a license to locate and use tables and chairs in the area detailed on the plan included in the license (ref: 3872/15 Rev A) and to use the area as a seating area ancillary to the use of No.10 Churchill Court.



Tables and Chairs License Dated 2014

- 4.13 The 'Tables and Chairs' license at **Appendix 5**, granted by the applicant to Sara Clifton (leaseholder of the property) grants a license to locate and use tables and chairs in the area detailed on the plan included in the license (ref: 3872/15 Rev A) and to use the area as a seating area ancillary to the use of No.10 Churchill Court.

Schedule of Images

- 4.14 **Appendix 6** contains a schedule of images taken from Google Earth and Google Streetview that demonstrate use of the Site as an external dining for over 10 years.



5.0 SUMMARY AND CONCLUSION

- 5.1 It is considered that the supporting evidence provided with this Statement demonstrates that, on a balance of probabilities, that the use of the Site as an external dining area began more than 10 years before the date of this application.
- 5.2 The submitted evidence has proven that the use of the current extent of the forecourt commenced in August 2004, and has established that the forecourt has been in continual use as an external dining area, ancillary to the Café Oasis to date.
- 5.3 It is considered that the supporting documentation has provided sufficiently precise and unambiguous evidence to justify granting a Lawful Development Certificate for the application.
- 5.4 It is therefore concluded that a Certificate of Lawful Existing Use should be granted for the application.



APPENDIX 1: SITE LOCATION PLAN

Application for Certificate of Lawful Existing Use
Cafe Oasis, 10 Churchill Court, The Street, Rustington
Site Location Plan



Promapv2
LANDMARK INFORMATION

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Licence number 100022432
Plotted Scale - 1:1250. Paper Size - A4

Plan Reference: DWD001
Date: September 2019



APPENDIX 2: STATUTORY DECLARATION STORE PROPERTY INVESTMENTS LTD

Statutory Declaration

I, Sarah Wickens of Store Property Investments Limited

Do solemnly and sincerely declare as follows:

I am a Director of Store Property Investments Ltd (the "Company") owner of No.10 Churchill Court, The Street, Rustington, BN16 3DA (the "Property") and registered at the land registry under title number WSX55114. I have been a Director since September 1996 and the Company has owned the property since original construction, over 40 years ago.

A copy of the plan for the title WSX55114 is attached to this correspondence. We have also attached to this correspondence the title plan relating to the adjoining land held under title WSX56929 which is also owned by Store Property Investments Limited, part of which is subject to the area in question being used as outdoor seating.

Since August 2004 (the "Period") the forecourt area as shown on the attached plan (Ref: DWD001), on the western and southern elevations of the Property has been maintained as an external dining area, at its current extent. I confirm that the area has only been used during the Period for a use within A3 of the Town and Country Planning (Use Classes) Order 1987 (as amended).

During the period the area has not been vacant for a period in excess of 3 months.

I am able to make this declaration from the knowledge I have as a Director of the Company who have occupied the Property throughout this Period.

And I make this statutory declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at
Chichester

this 30th September 2019

before me

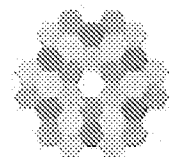
John I. Lee
John I. Lee
a solicitor employed to
administer oaths

Irwin Mitchell LLP
Thomas Eggar House
Friary Lane
Chichester
West Sussex
PO19 1UF

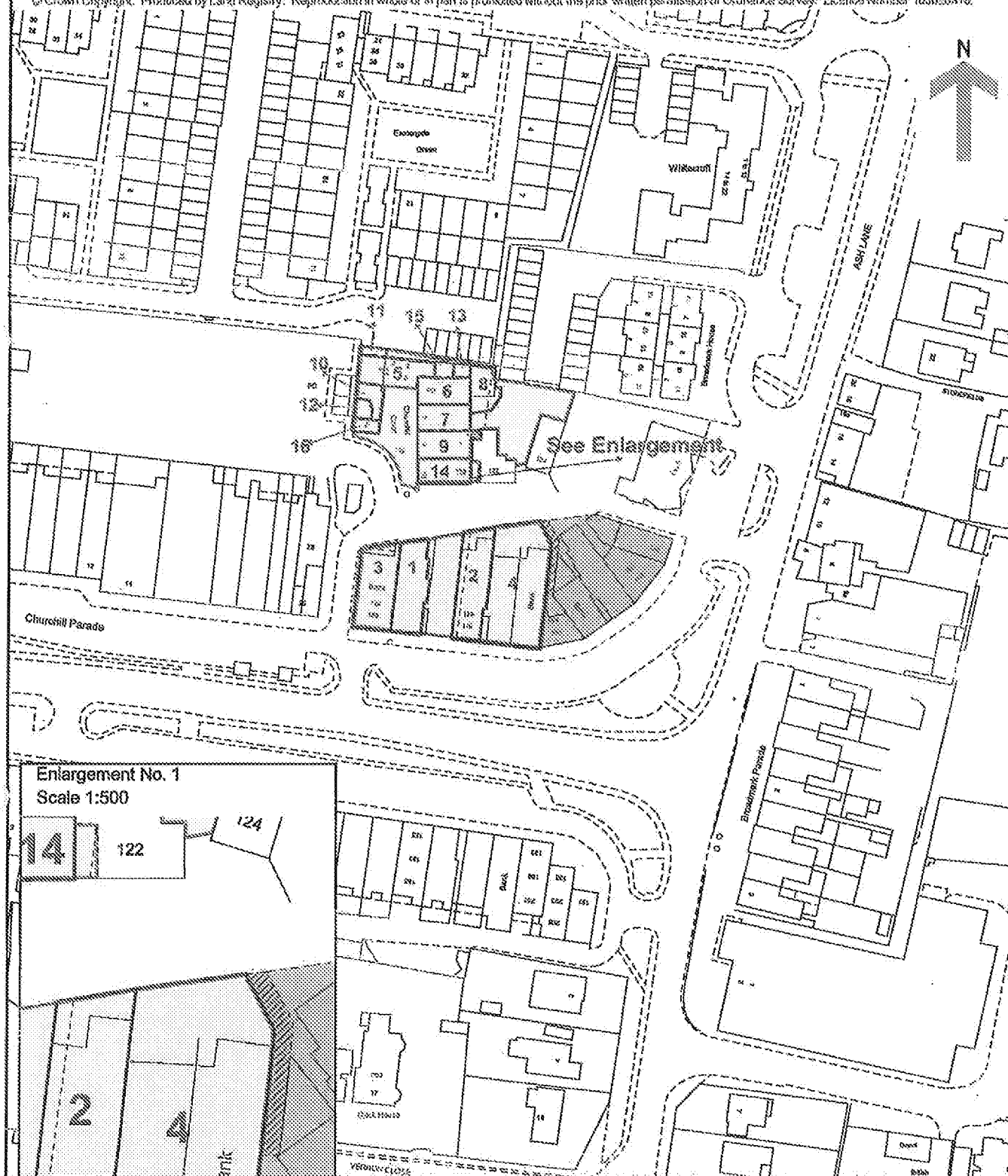
John I. Smith
Solicitor 20th September 2019

Land Registry Official copy of title plan

Title number **WSX55114**
 Ordnance Survey map reference **TQ0502SW**
 Scale **1:1250**
 Administrative area **West Sussex: Arun**



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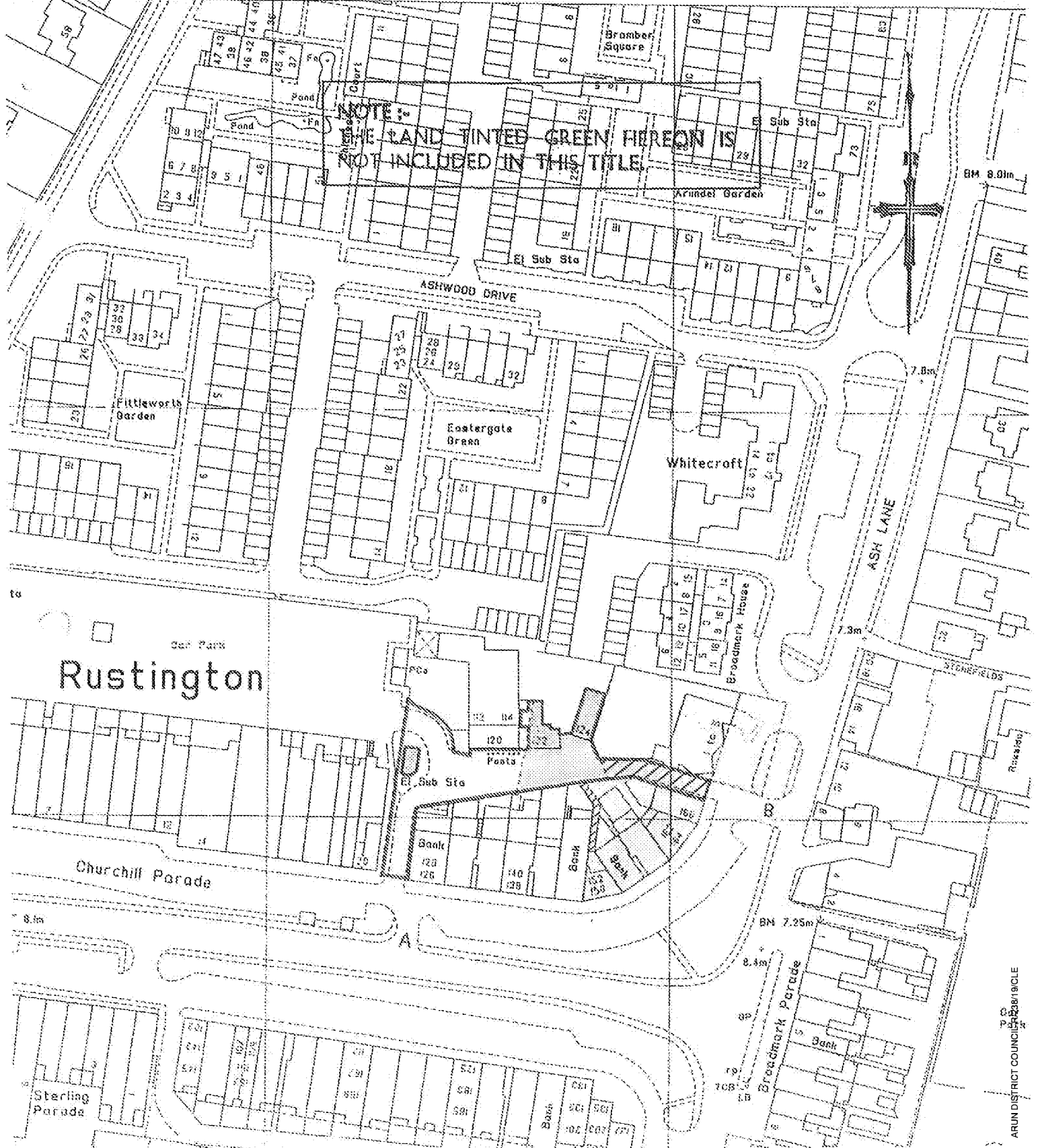
This official copy issued on 19 May 2008 shows the state of this title plan on 19 May 2008 at 13:13:23. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
 This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
 This title is dealt with by Land Registry, Portsmouth Office.

John I. de.
Broom.
30th September 2019

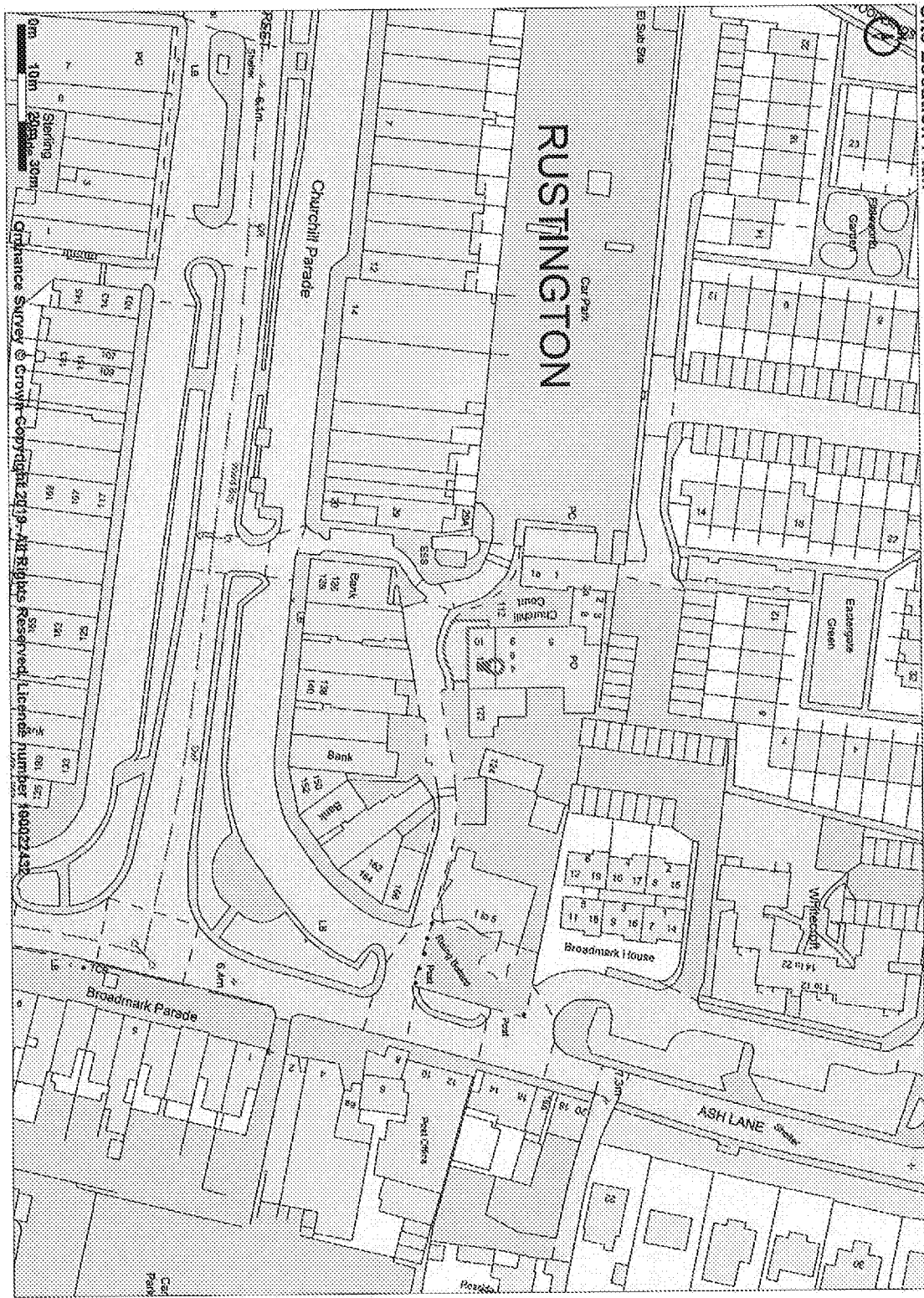
I.M. LAND REGISTRY

TITLE NUMBER
WSX56929

NANCE SURVEY V REFERENCE	TQ 0502 H	Scale 1/1250
ITY WEST SUSSEX	DISTRICT ARUN	© Crown copyright



Application for Certificate of Lawful Existing Use
Cafe Oasis, 10 Churchill Court, The Street, Rustington
Site Location Plan



Promapv2
LANDMARK INFORMATION

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License number 100021432
Datum: Spher - 111199, Paper Size - A4

Plan Reference: DVD001
Date: September 2019

Ref: 1. Rev.
S2. Rev.
30th September 2019.



APPENDIX 3: STATUTORY DECLARATION SARA CLIFTON

Statutory Declaration

I, Sarah Clifton of Café Oasis

Do solemnly and sincerely declare as follows:

I am a leaseholder of 10 Churchill Court, The Street, Rustington, BN16 3DA (the "Property") and proprietor of the Café Oasis, registered at the land registry under title number WSX377697, a copy of which is attached.

I have been proprietor of the Property since August 2006

Since August 2006 (the "Period") the forecourt area as shown on Plan ref: DWD001 on the western and southern elevations of the Property has been maintained as an external dining area, at its current extent. I confirm that the area has only been used during the Period for a use within A3 of the Town and Country Planning (Use Classes) Order 1987 (as amended).

During the period the area has not been vacant for a period in excess of 3 months.

I am able to make this declaration from the knowledge I have as proprietor of the Café Oasis who has occupied the Property throughout this Period.

And I make this statutory declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at GWC
112 The Street Rustington
West Sussex BN16 3DA
this day 2nd October 2019



SARAH CLIFTON

Before me

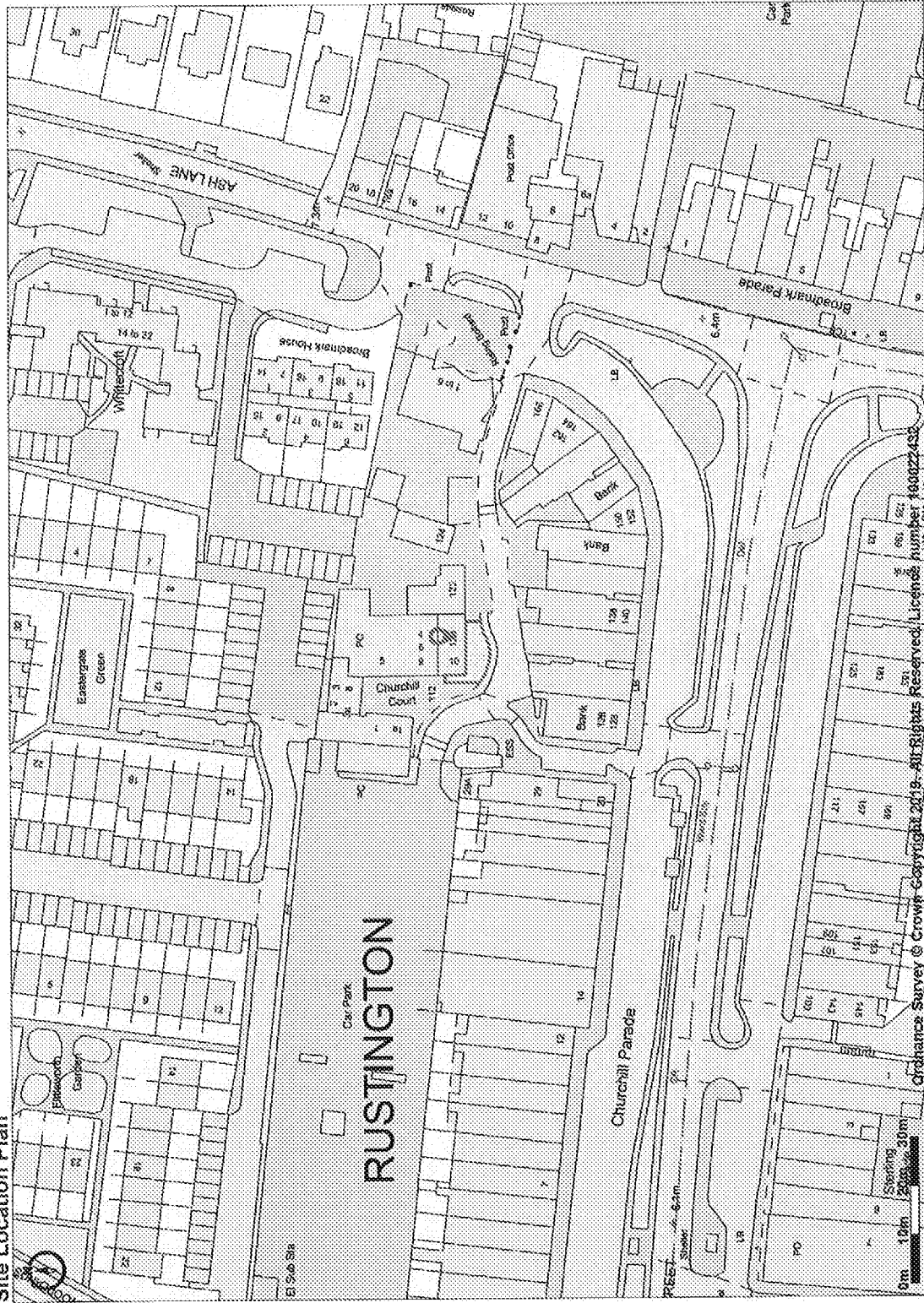


SUSAN H JOLA

COMMISSIONER FOR OATHS

Green Wright Chalton Annis
Solicitors
Churchill Court, 112 The Street
Rustington
West Sussex BN16 3DA
DX 55100 Rustington

Application for Certificate of Lawful Existing Use
Cafe Oasis, 10 Churchill Court, The Street, Rustington
Site Location Plan



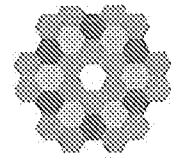
Plan Reference: DWD001
Date: September 2019

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Licence number: 100022432
Planed Scale: 1:11250, Paper Size: A4

Promapv2
© LAMAP: WFOG241/026

HM Land Registry Current title plan

Title number **WSX377697**
Ordnance Survey map reference **TQ0502SW**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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This is a print of the title plan for the title number WSX377697 from HM Land Registry showing the state of the title plan on 02 October 2019 at 08:24:00. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.



APPENDIX 4: TABLES AND CHAIRS LICENCE (2006)

DATED 2006

(1) STORE PROPERTY INVESTMENTS LIMITED

and

(2) SARA CLIFTON

TABLES AND CHAIRS LICENCE

Seating adjacent to 10 Churchill Court
112 The Street, Rustington

Stevens & Bolton LLP
The Billings
GUILDFORD
GU1 4YD

Ref: ST1298.58
Draft: 2/07.06.06

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"TABLES AND CHAIRS LICENCE"

LICENCE dated the 2006

1 PARTICULARS

- 1.1 The Licensors: STORE PROPERTY INVESTMENTS LIMITED whose registered office is at Fourth Floor St Alphage House 2 Fore Street London EC2Y 5DH
- 1.2 The Licensee: SARA CLIFTON of 47 Cove Road, Rustington West Sussex.
- 1.3 The Centre Churchill Court 112 The Street Rustington
- 1.4 The Privilege to locate and use tables and chairs in the area as outlined in red on the attached plan
- 1.5 The Commencement the day of 2006
- 1.6 The Licence Fee One Peppercorn
- 1.7 The Relevant Unit 10 Churchill Court 112 The Street Rustington
- 1.8 Permitted User as a seating area ancillary to the use of the Relevant Unit
- 1.9 "The Lease" shall mean the Lease dated the 12th November 2004 and made between the Licensors and Mr Gavin Matthews by which the Relevant Unit is now let to the Licensee

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

- 2.1.1 For all purposes of this Licence in terms defined in clause 1 and 2.1 have the meanings specified
- 2.1.2 In addition "Seating" means tables and chairs of a type design and colour first approved by the Licensors and which design and colour shall reflect and be in keeping with the appearance of the Relevant Unit from time to time.

2.2 Interpretation

- 2.2.1 Where the Licensor or the Licensee for the time being are two or more persons then obligations expressed or implied to be made by or with such party to be treated as being made by or with such persons jointly and severally
- 2.2.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.2.3 Any undertaking by the Licensee not to do an act or thing shall be treated as including an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where the Licensee is aware that such act or thing is being done
- 2.2.4 References to 'consent of the Licensor' or words to similar effect mean a consent in writing signed by or on behalf of the Licensor and reference to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Licensor
- 2.2.5 References to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute and any general reference to 'statute' or 'statutes' includes any regulations or orders made under such statute or statutes
- 2.2.6 The clause, paragraph and schedule headings do not form part of this Licence and shall not be taken into account in its construction or interpretation.

3 THE LICENCE

In consideration of the Licence fee, the Licensor will permit the Licensee on and from the Commencement Date to enjoy the Privilege upon the following terms.

4 OBLIGATIONS OF THE LICENSEE

The Licensee agrees with the Licensor as follows:

4.1 To Pay Licence Fee and Outgoings

4.1.1 To pay the Licence fee in the manner provided in the Particulars

4.1.2 The Licensee shall pay all rates, taxes, charges or other outgoings which may be assessed charged or imposed as a result of the grant of this Licence

4.2 User

- 4.2.1 That the Seating shall not be used for any purpose other than the Permitted User
- 4.2.2 The Licensee shall ensure that in exercising the Privilege the Seating is positioned so as to cause no obstruction to vehicles or pedestrians either by the Seating or by the Licensee's customers and in case of any such obstruction shall relocate the Seating at the request of the Licensor
- 4.2.3 At all times when the Relevant Unit is not open for business the Seating shall be removed from the area to which this Licence relates and stored within the Relevant Unit
- 4.2.4 The Seating shall at all times complement the Relevant Unit and should be changed as necessary to compliment any changes in the Relevant Unit

4.3 Maintenance of Seating

- 4.3.1 That the Seating shall at all times be well maintained and kept in a safe condition and should be renewed when reasonably necessary to the reasonable satisfaction of the Licensor
- 4.3.2 That all tables shall be cleared and wiped regularly throughout the period in each day that the Relevant Unit is open for business

4.4 Litter and Spillages

- 4.4.1 At least one in every hour that the seating is in use and at the close of business every day to collect wrappers, containers and all other items of packaging discarded by the Licensee's customers in the vicinity of the Seating and to amalgamate the collected rubbish with refuse from the Relevant Unit and to indemnify the Licensor against all proceedings costs claims expenses and liability which may arise by reason of the Licensor being held liable for a breach of the requirements of the Environmental Protection Act 1990 by virtue wholly or partly of litter discarded in consequence to the Privilege
- 4.4.2 Immediately upon becoming aware of it to clear any liquid spilled by Licensee's customers using the Seating

4.5 Signs and Advertisements

That no signs or advertisements shall at any time be erected or placed on the Seating or in the Seating area other than such as shall be previously approved by the Licensor

4.6 Assignment

The Licensee is not to assign or otherwise part with the benefit of this Licence in part or in whole

4.7 Insurance

The Licensee is to obtain and maintain adequate public liability insurance to cover all risks

4.8 Indemnity

Notwithstanding any supervision given or approval expressed by the Licensor, the Licensee is to be responsible for an release and indemnify the Licensor, its employees and agent from and against all liability for loss of or damage to property and any other loss, damage, costs and expenses which may arise in consequence of the grant or existence of this Licence or of anything done as a result of its grant or existence howsoever such loss, damage, costs or expenses be caused (whether by the Licensor, its employees or agents or otherwise without negligence and whether by the exercise by the parties to this Licence of their agreed rights and powers or otherwise)

4.9 Licensor's Rights

The Licensee shall not interfere with or impede the Licensor's rights of possession and control of the area covered by the Privilege

5 DETERMINATION AND SUSPENSION

5.1 End of Licence (1)

This Licence may be brought to an end

5.1.1 By either party giving to the other 7 days' notice in writing expiring at any time

5.1.2 In case of emergency or for maintenance or repairing obligations by the Licensor forthwith by oral notice to the person in charge of the Relevant Unit (but in which case the Licensor shall confirm the notice in writing within 7 days)

5.2 End of Licence (2)

This Licence shall come to an end automatically if the Lease at any time comes to an end (whether by effluxion of time or otherwise) or if the Licensee shall assign the

Lease of the Relevant Unit or underlet the Relevant Unit or otherwise part with possession of the Relevant Unit

5.3 Restoration

Before the end of this Licence (or as soon as practicable afterwards in the case of 6.1.2) the seating shall be removed and the Licensor's premises restored to a good state and condition by and at the expense of the Licensee to the satisfaction of the Licensor and in case of default the Licensor may carry out the work and recover the cost from the Licensee

5.4 Right to Suspend Privilege

The Privilege may be suspended by the Licensor on any day or days or for certain hours in any day by oral notice to the person in charge of the Relevant Unit in the event of emergency or a special occasion occurring in the Centre. For the avoidance of doubt special occasions are to include repair and maintenance obligations upon the Licensors

5.5 Personal Licence

The Licensee acknowledges to the Licensor that this Licence is personal to the Licensee and that its rights under this Licence cannot be parted with, assigned to or shared with any other person

6 NOTICES

6.1 To Licensor

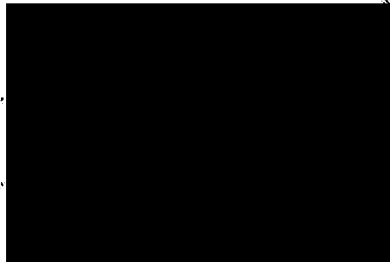
All notices which under this Licence are required to be given to the Licensor shall be treated as being effectively served if (and only if) addressed to the Licensor and served upon the Licensor

6.2 To Licensee

All notices which under this License are required to be given to the Licensee shall be treated as being effectively served if sent by post to the Licensee at his last known place of business or abode

IN WITNESS whereof the parties hereto have executed this document as a DEED the day and year first before written

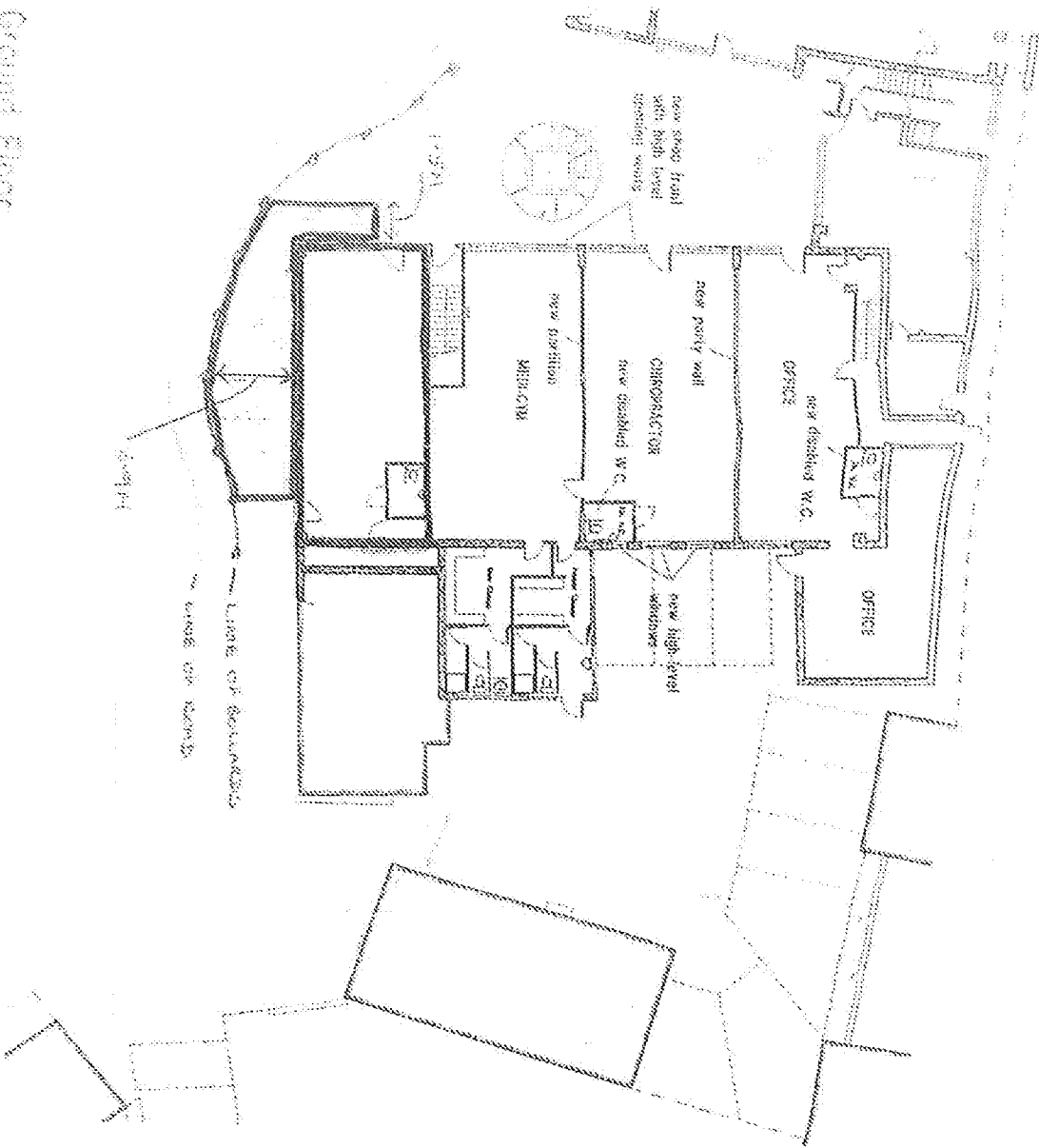
EXECUTED as a DEED by STORE)
PROPERTY INVESTMENTS LIMITED)
acting by a Director and the Secretary or)
two Directors



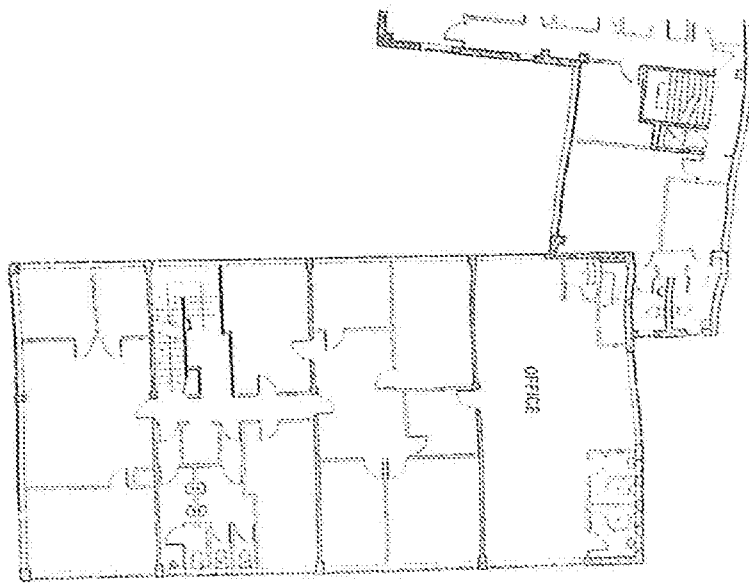
Director

Director/Secretary*

2000



1007





APPENDIX 5: TABLES AND CHAIRS LICENCE (2014)

DATED 22 October 2014

(1) STORE PROPERTY INVESTMENTS LIMITED

and

(2) SARAH JANE CLIFTON

TABLES AND CHAIRS LICENCE

Seating adjacent to 10 Churchill Court
112 The Street, Rustington

Stevens & Bolton LLP
Wey House
Farnham Road
GUILDFORD
GU1 4YD

Ref: ST.1298.0405
Draft: 1/18.06.2014

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"TABLES AND CHAIRS LICENCE"

LICENCE 22 dated the October 2014

1 PARTICULARS

- 1.1 The Licensor: STORE PROPERTY INVESTMENTS LIMITED whose registered office is at 41 Eastcheap, London EC3M 1DT
- 1.2 The Licensee: SARAH JANE CLIFTON of 29 The Roystons, East Preston, West Sussex BN16 2TR
- 1.3 The Centre Churchill Court 112 The Street Rustington
- 1.4 The Privilege to locate and use tables and chairs in the area as outlined in red on the attached plan
- 1.5 The Commencement the 22nd day of October 2014
- 1.6 The Licence Fee One Peppercorn
- 1.7 The Relevant Unit 10 Churchill Court 112 The Street Rustington
- 1.8 Permitted User as a seating area ancillary to the use of the Relevant Unit
- 1.9 The Lease shall mean the Lease of even date and made between the Licensor and the Licensee

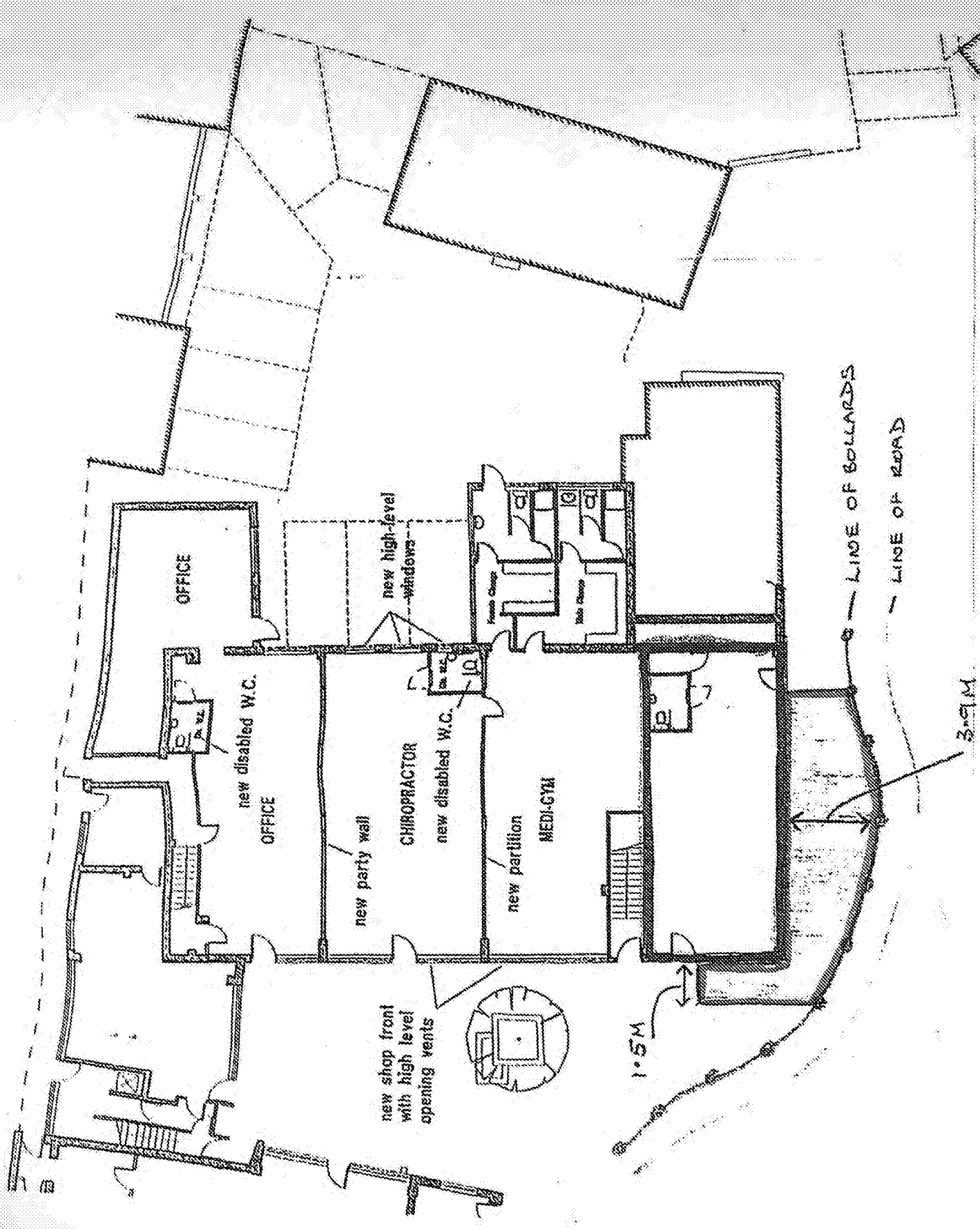
2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

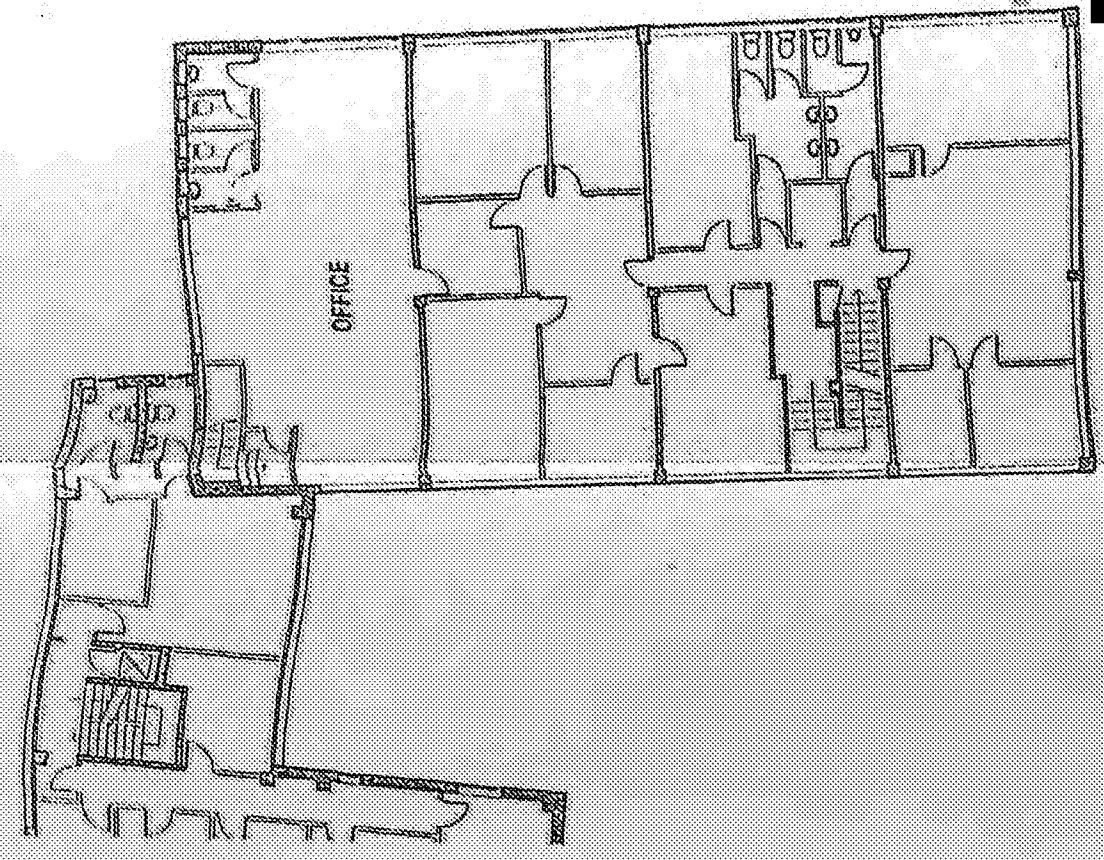
- 2.1.1 For all purposes of this Licence the terms defined in clause 1 and 2.1 have the meanings specified
- 2.1.2 In addition "Seating" means tables and chairs of a type design and colour first approved by the Licensor and which design and colour shall reflect and be in keeping with the appearance of the Relevant Unit from time to time.

2.2 Interpretation

- 2.2.1 Where the Licensor or the Licensee for the time being are two or more persons then obligations expressed or implied to be made by or with such



Ground Floor



First Floor

STORE PROPERTY INVESTMENTS LTD
CHURCHILL COURT, RUSTINGTON

PROPOSED GROUND & FIRST FLOORS

Area 1200 sqm
Date 05.07.89

3872/15

MICHAEL COOK ASSOCIATES
100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

party to be treated as being made by or with such persons jointly and severally

2.2.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

2.2.3 Any undertaking by the Licensee not to do an act or thing shall be treated as including an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where the Licensee is aware that such act or thing is being done

2.2.4 References to 'consent of the Licensor' or words to similar effect mean a consent in writing signed by or on behalf of the Licensor and reference to 'approved' and 'authorised' or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Licensor

2.2.5 References to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute and any general reference to 'statute' or 'statutes' includes any regulations or orders made under such statute or statutes

2.2.6 The clause, paragraph and schedule headings do not form part of this Licence and shall not be taken into account in its construction or interpretation.

3 THE LICENCE

In consideration of the Licence fee, the Licensor will permit the Licensee on and from the Commencement Date to enjoy the Privilege upon the following terms.

4 OBLIGATIONS OF THE LICENSEE

The Licensee agrees with the Licensor as follows:

4.1 To Pay Licence Fee and Outgoings

4.1.1 To pay the Licence fee in the manner provided in the Particulars

4.1.2 The Licensee shall pay all rates, taxes, charges or other outgoings which may be assessed charged or imposed as a result of the grant of this Licence

4.2 User

4.2.1 That the Seating shall not be used for any purpose other than the Permitted User

4.2.2 The Licensee shall ensure that in exercising the Privilege the Seating is positioned so as to cause no obstruction to vehicles or pedestrians either by the Seating or by the Licensee's customers and in case of any such obstruction shall relocate the Seating at the request of the Licensor

4.2.3 At all times when the Relevant Unit is not open for business the Seating shall be removed from the area to which this Licence relates and stored within the Relevant Unit

4.2.4 The Seating shall at all times complement the Relevant Unit and should be changed as necessary to compliment any changes in the Relevant Unit

4.3 Maintenance of Seating

4.3.1 That the Seating shall at all times be well maintained and kept in a safe condition and should be renewed when reasonably necessary to the reasonable satisfaction of the Licensor

4.3.2 That all tables shall be cleared and wiped regularly throughout the period in each day that the Relevant Unit is open for business

4.4 Litter and Spillages

4.4.1 At least one in every hour that the seating is in use and at the close of business every day to collect wrappers, containers and all other items of packaging discarded by the Licensee's customers in the vicinity of the Seating and to amalgamate the collected rubbish with refuse from the Relevant Unit and to indemnify the Licensor against all proceedings costs claims expenses and liability which may arise by reason of the Licensor being held liable for a breach of the requirements of the Environmental Protection Act 1990 by virtue wholly or partly of litter discarded in consequence to the Privilege

4.4.2 Immediately upon becoming aware of it to clear any liquid spilled by Licensee's customers using the Seating

4.5 Signs and Advertisements

That no signs or advertisements shall at any time be erected or placed on the Seating or in the Seating area other than such as shall be previously approved by the Licensor

4.6 Assignment

The Licensee is not to assign or otherwise part with the benefit of this Licence in part or in whole

4.7 Insurance

The Licensee is to obtain and maintain adequate public liability insurance to cover all risks

4.8 Indemnity

Notwithstanding any supervision given or approval expressed by the Licensor, the Licensee is to be responsible for an release and indemnify the Licensor, its employees and agent from and against all liability for loss of or damage to property and any other loss, damage, costs and expenses which may arise in consequence of the grant or existence of this Licence or of anything done as a result of its grant or existence of this Licence or of anything done as a result of its grant or existence howsoever such loss, damage, costs or expenses be caused (whether by the Licensor, its employees or agents or otherwise without negligence and whether by the exercise by the parties to this Licence of their agreed rights and powers or otherwise)

4.9 Licensor's Rights

The Licensee shall not interfere with or impede the Licensor's rights of possession and control of the area covered by the Privilege

5 DETERMINATION AND SUSPENSION

5.1 End of Licence (1)

This Licence may be brought to an end

5.1.1 By either party giving to the other 7 days' notice in writing expiring at any time

5.1.2 In case of emergency or for maintenance or repairing obligations by the Licensor forthwith by oral notice to the person in charge of the Relevant Unit (but in which case the Licensor shall confirm the notice in writing within 7 days)

5.2 End of Licence (2)

This Licence shall come to an end automatically if the Lease at any time comes to an end (whether by effluxion of time or otherwise) or if the Licensee shall assign the Lease of the Relevant Unit or underlet the Relevant Unit or otherwise part with possession of the Relevant Unit

5.3 Restoration

Before the end of this Licence (or as soon as practicable afterwards in the case of 5.1.2) the seating shall be removed and the Licensor's premises restored to a good state and condition by and at the expense of the Licensee to the satisfaction of the Licensor and in case of default the Licensor may carry out the work and recover the cost from the Licensee

5.4 Right to Suspend Privilege

The Privilege may be suspended by the Licensor on any day or days or for certain hours in any day by oral notice to the person in charge of the Relevant Unit in the event of emergency or a special occasion occurring in the Centre. For the avoidance of doubt special occasions are to include repair and maintenance obligations upon the Licensees

5.5 Personal Licence

The Licensee acknowledges to the Licensor that this Licence is personal to the Licensee and that its rights under this Licence cannot be parted with, assigned to or shared with any other person

6 NOTICES

6.1 To Licensor

All notices which under this Licence are required to be given to the Licensor shall be treated as being effectively served if (and only if) addressed to the Licensor and served upon the Licensor

6.2 To Licensee

All notices which under this License are required to be given to the Licensee shall be treated as being effectively served if sent by post to the Licensee at his last known place of business or abode

IN WITNESS whereof the parties hereto have executed this document as a DEED the day and year first before written

EXECUTED as a DEED by **STORE**)
PROPERTY INVESTMENTS)
LIMITED acting by a Director and the)
Secretary or two Directors





APPENDIX 6: SCHEDULE OF IMAGES

Appendix 5: Schedule of Images of Café Oasis
(taken from Google Earth and Google Street View)

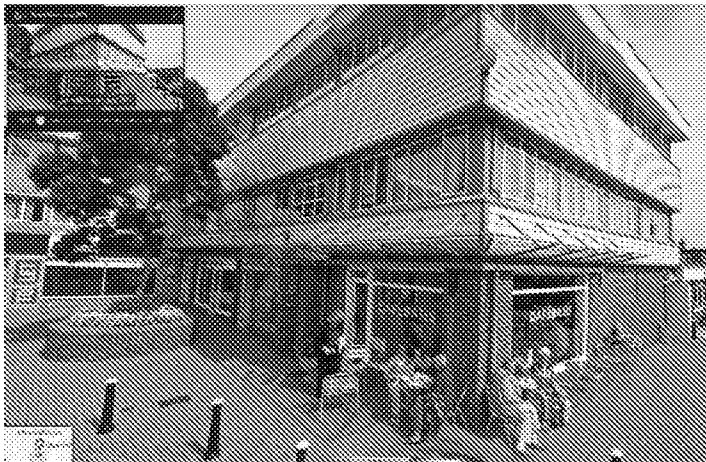


6 New Bridge Street
London EC4V 6AB
T: 020 7489 0213
F: 020 7248 4743
E: info@dwdllp.com
W: dwdllp.com

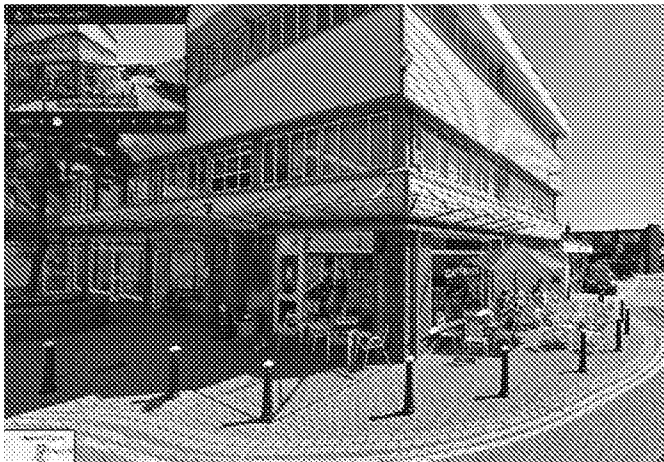
Images of External Dining Area Associated with Café Oasis, 10 Churchill Court, The Street, Rustington



Google Earth (April 2007)



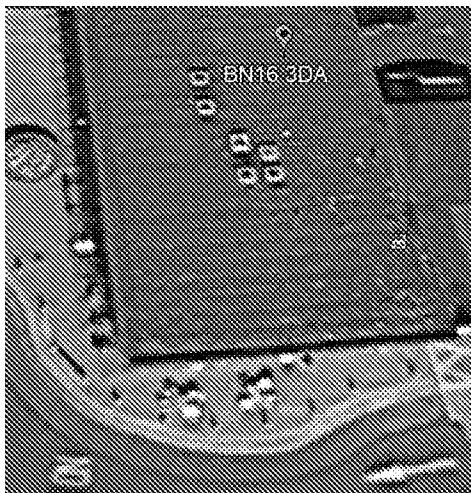
Google Street View (August 2011)



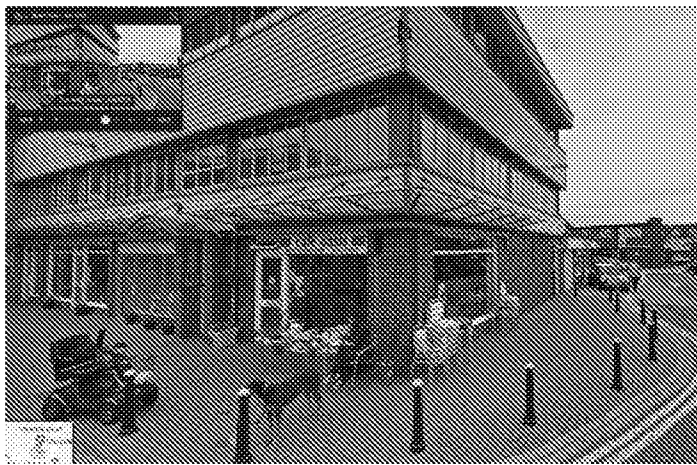
Google Street View (June 2012)



Google Earth (June 2013)



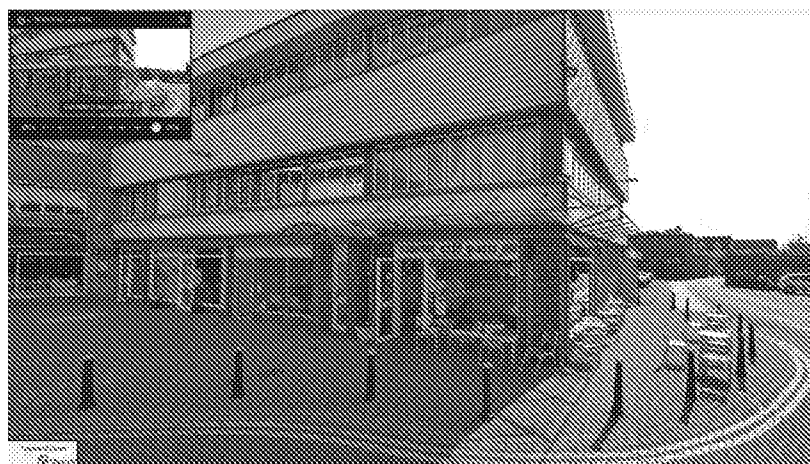
Google Earth (April 2015)



Google Street View (June 2016)



Google Street View (May 2017)



Google Street View (June 2018)



Google Earth (January 2019)