



## LICENCE DEED

This **LICENCE DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_

### **BETWEEN:**

**LIMITED** a company incorporated in the Republic of Kenya having its registered office at Nairobi in the Republic of Kenya and whose postal address is c/o P. O. Box \_\_\_\_\_ Nairobi (the “**Company**”) which expression shall where the context so admits include its successors and assigns.

\_\_\_\_\_ of Post Office Box Number \_\_\_\_\_ (the “**Licencee**”) which expression shall where the context so admits include its permitted successors and assigns.

### **WHEREAS**

The Company is the registered proprietor of the Ranch (as hereinafter defined).

The Company has agreed to grant the Licencee a licence over the Licensed Plot (as such terms are hereinafter defined) pursuant to the Articles of Association of the Company on the following terms and conditions.

### **NOW THIS LICENCE DEED WITNESSES AS FOLLOWS:-**

#### **DEFINITIONS AND INTERPRETATION**

“**Access Ways**” means the road and paths necessary for obtaining access to and egress from the Licensed Plot as determined by the Company from time to time.

“**Articles**” means the Articles of Association of the Company.

“**Licence**” means the licence granted by the Company to the Licencee pursuant to this Deed.

“**Licence Period**” means the period from the date of commencement of the Licence until the date on which the Licence is determined in accordance with clause 12.

“**Licensed Plot**” means the plot not exceeding \_\_\_\_\_ acres in aggregate on the Ranch allocated for use by the Licencee for residential purposes including the construction of residential buildings, gardens and servants quarters in accordance with this Agreement and more particularly delineated on the Plan and edged red thereon.

“**Other licensee or Licences**” means any person or persons holding a Licence or Licences over other Licensed Plots at the Ranch.

“**Plan**” means a plan of the Ranch showing the location of the Licensed Plot and annexed hereto as Schedule A.



“**Ranch**” means the piece of land known as \_\_\_\_\_ owned  
by the company and more particularly shown on the Plan.

“**Rules and Regulations**” means the rules and regulations from time to time promulgated  
by the Company relating to the use of any part of the Ranch including without limitation  
the Licensed Plot.

#### **IN THIS DEED:**

Words importing persons shall include corporations.

Where any party including the licensee comprises more than one person the  
obligations and liabilities of that party under this Agreement shall be joint and  
several obligations and liabilities of those persons.

#### **GRANT OF LICENCE**

In consideration of the payment of \_\_\_\_\_ and the Licence’s  
covenants herein contained, the Company hereby grants to the licensee a licence over  
the Licensed Plot with the rights hereinafter contained **SUBJECT TO** the following terms  
and conditions.

#### **LICENCE PERIOD**

The Licence shall be deemed to have commenced on \_\_\_\_\_ and shall continue  
until sooner determined in accordance with clause 12.

#### **RIGHTS OF LICENCEE**

The licensee is granted the right:

to the non-exclusive use and occupation of the Licensed Plot.

use of Access Ways.

together with all Licences to enjoy and have equal access to the Ranch except to plots  
licensed to the Other Licences.

subject to and in accordance with the Rules and Regulations to construct wholly at the  
expenses and risk of the licensee a single-storey private dwelling house on the Licensed  
Plot accordance with any other stipulations contained in the Rules set by the Company  
under the Articles, with the usual outbuildings and servants quarters.

#### **OBLIGATIONS AND UNDERTAKINGS OF LICENCEE**

The licensee covenants with the Company to: -

not do or permit upon any part of the Ranch and/or the Licensed Plot anything that may  
cause annoyance, inconvenience or disturbance or anything that may constitute a



nuisance to anyone including in particular the Other Licences.

not to use the Licensed Plot for any purpose other than for private residential purposes.

not to allow the use of the Ranch or Licensed Plot by any person other than the licensee/his family and personal guests;

not grant a sub-licence or part with the rights hereby granted over the Licensed Plot or any part thereof.

effectively insure the licensee, the Company, the Other Licences and all lawful visitors to the Licensed Plot against all claims arising from public or occupiers liability (including any liability arising out of any breach or non-observance of any of the terms of this Licence however expressed or implied) in connection with the Licensed Plot or any activity thereon (whether authorised or not) so as to satisfy fully all claims for which the licensee or other persons as aforesaid may be liable under this Licence and on demand to produce the policy and the last receipt to the Company and to secure that the interest of the Company be endorsed on such policy, and the licensee shall indemnify and keep indemnified the Company and any Other Licences against all losses, claims, demands and costs whatsoever resulting therefrom;

be responsible for and to keep indemnified the Company against any losses and damages costs claims actions demands proceedings and liabilities made against or suffered or incurred by the Company arising directly or indirectly from any negligence or any act or omission of the licensee or breaches of the covenants and conditions of this Licence.

not to assign, charge, lease or otherwise deal with the benefit of the Licence.

comply with all the Company's requirements for the reasonable and environmentally proper use of the Ranch and Licensed Plot.

comply with the Rules and Regulations annexed as the Schedule hereto and as amended from time to time pursuant to the Articles.

not to sink a borehole on the Licensed Plot without the prior written approval of the Company.

not to remove or pump water without the prior approval of the Company should the Licensed Plot include or border on to a dam or river frontage.

not to enter into any other Licensed Plot without the prior written consent of the licensee thereof.

## **RIGHTS OF THE COMPANY**

The Company and/or its employees may at all reasonable times and upon reasonable notice except in case of emergency have the right to enter upon each Licensed Plot for the following purposes: -

To carry out its obligations under clause 7 hereof.

If thought necessary by the Company to create, install and maintain a borehole or boreholes on the Licensed Plot at such locations as is agreed to by the licensee and the Other Licences at a cost to be shared equally held by all Licences and the Company.



## **OBLIGATIONS AND UNDERTAKINGS OF THE COMPANY**

The Company shall manage, maintain and keep in a state of good repair, the roads and water supply on the Ranch. The Company shall if so agreed by the Board also lay and maintain water pipes and use its best endeavours to provide sufficient water to the Licensed Plot in whatever manner it deems best for domestic use by the licensee. Each licensee shall pay to the Company a charge proportionates to the amount of the water consumed on the Licensed Plot, which shall be payable upon demand on a quarterly basis. It is agreed that the water provided by the Company will be untreated, and it is the responsibility of the licensee to treat and purify the water.

## **THE LICENSED PLOT**

The licensee shall be permitted to create one single-storey residential building on the Licensed Plot in accordance with and subject to the stipulations contained at the prevailing time in the Rules and Regulations **PROVIDED ALSO THAT** the perimeter of the building shall not be closer than 100 metres from the boundary of any Plot licensed to any other licensee unless otherwise agreed in writing and shall otherwise comply with the Rules and Regulations.

## **RULES AND REGULATIONS**

The Company may from time to time promulgate Rules and Regulations for the use of the Licences of the Ranch and their respective Licensed Plot. Such Rules and Regulations may be varied or amended or added to by a resolution of the Company in general meeting passed in accordance with the Articles of the Company pertaining to "Reserved Matters". The initial Rules and Regulations shall be those contained in the Schedule hereto.

The licensee shall comply with the Rules and Regulations at all times and any failure by the licensee to comply shall be dealt with in accordance with clause 12 hereof.

## **NO INTEREST IN LAND**

It is hereby declared and agreed that this Agreement constitutes a mere Licence and confers no tenancy or other interest in the Ranch upon the licensee and that possession of the Licensed Plot is retained by the Company subject nevertheless to the rights created by this Licence.

The Licence does not nor shall any provision herein contained grant or create in favour of the licensee: -

- any legal or equitable estate or interest in or over the Licensed Plot;
- any tenancy or lease over any part of the Licensed Plot.

## **TRANSFER OF LICENCE**

Neither this Licence nor the Licensed Plot shall be sub-divisible in any manner.



## **TERMINATION: FORFEITURE OF LICENCE**

- (a) This Licence may be determined forthwith by notice in writing given by the Company to the licensee if the licensee shall have failed for a period of Twenty-eight (28) days of receipt of written notice of the breach complained of to remedy any material breach of any of the stipulations and conditions herein contained or any document expressed to be supplemental to this Licence after being required to remedy the same by notice in writing from the Company specifying the breach and requiring the same to be remedied and shall not have offered any dispute relating to arbitration.
- (b) Upon the Company revoking and/or rescinding the Licence, the Licence Period will absolutely cease and the licensee shall remove itself, its servants, agents and invitees as well as any personal effects and possessions within one (1) month thereof.

Save as may be provided in the Articles the Company shall not be liable to the licensee and the licensee shall not be entitled to receive any compensation in respect of any sums expended by the licensee, directly or indirectly on making any improvements to the Licensed Plot, including any construction works carried out at the Licensed Plot during the Licence Period and the licensee shall incur all such costs and expenses at its sole cost and risk.

## **COMPULSORY SALE OF LICENCE**

The Company may upon forfeiture of the Licence under the foregoing clause 12 grant a new licence of the Licensed Plot upon substantially the same terms as this Licence to any person.

## **NOTICES**

Any notice or communication under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by post or fax to the addresses given below or such other address as the recipient may have notified to the other parties in writing. In the absence of evidence of earlier receipt, any notice or communication shall be deemed to have been received, if delivered by hand, at the time of delivery or, if sent by post 96 hours after posting or, if sent by fax, 24 hours after transmission.

The Company at its Registered Office

\_\_\_\_\_

## **ARBITRATION**

Any dispute arising between the parties hereto including the meaning and interpretation



of anything contained herein or otherwise arising out of or in connection with this Licence, and all claims or matters in such dispute not otherwise mutually settled between the parties shall be referred to arbitration by single arbitrator to be appointed by agreement between the parties or in default of such agreement within Fourteen (14) days of the notification of such dispute by either party to the other, upon application by either party to the Chairman for the time being of the Kenya Branch of Chartered Institute of Arbitrators of the United Kingdom.

Every award made under this clause shall be subject to and in accordance with the provisions of Arbitration Act 1995 (Act No. 4 of 1995) or other Act or Acts for the time being in force in Kenya in relation to arbitration.

To the extent permissible by law the determination of the Arbitrator shall be final and binding upon the parties.

Any arbitration proceedings shall take place in Nairobi.

### **ENTIRE UNDERSTANDING**

The Licence embodies the entire understanding of the parties relating to all the matters dealt with by any of the provisions of this Licence.

### **ARTICLES OF ASSOCIATION**

In the event of any inconsistency between the terms of the Articles of Association and the terms of this Licence Deed, the terms of the Articles of Association shall prevail.

### **REPRESENTATIONS**

The licensee acknowledges that this Licence has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Company except any such statement or representation that is expressly set out in this Licence.

**AND** the licensee hereby accepts this Agreement subject to the covenants conditions provisions and agreements contained herein.



**IN WITNESS WHEREOF** the Company and the licensee hereto have executed this Deed the day and year first hereinbefore appearing.

**SEALED** with the **COMMON SEAL** of )  
**LIMITED** and )  
delivered in the presence of: )  
)  
)  
)  
Director )  
)  
)  
)  
Director / Secretary)

**SIGNED SEALED** and **DELIVERED** )  
by )  
in the presence of: )  
)  
)  
)  
)



## **SCHEDULE A TO LICENCE DEED**

(Plan of property)

## **SCHEDULE B TO LICENCE DEED RULES AND REGULATIONS**

The following shall constitute the initial Rules and Regulations in relation to the Licensed Plot and the Ranch.

Each licensee shall: -

use his best endeavours together with the Company to lawfully expel any person trespassing or illegally grazing on the Ranch and to report any encumbrance to the General Manager appointed by the Members to oversee the activities at the Ranch and to maintain the Ranch.

keep his respective Licensed Plot and the environment clean and clear of litter, and not to pollute the said Ranch and/or allow any pollution to escape therefrom including to the water table.

not without the Company's prior written consent to erect aerials, poles or masts or display any sign or advertisement on the Licensed Plot or any part thereof or otherwise effect alter or modify the external appearance of the Plot or obstruct any part thereof except as provided for by the Company. Not to erect structures that unreasonably affect or obscure the view of Other Licences;

keep in a proper state of repair and maintain the buildings and structures erected on the Licensed Plot;

not allow or permit any child under the age of Twelve (12) years to wander outside of the Licensed Plot unless accompanied by and under the control of an adult at all times;

not deposit nor keep nor dump any garbage or waste of any sort whatsoever on the Ranch except in such places as the licensee has designated on his Licensed Plot for burning and/or the burying of inflammable and non-toxic garbage;

not deposit nor keep nor dump any metal, glass or other non-inflammable waste products whatsoever on the Ranch, but to remove them totally from the Ranch and deposit them in such a place as the Company shall provide for such dumping;

enjoy the Licensed Plot only in ways that do not damage the environment or disturb the wildlife or Other Licences;

confine the use of motorcycles and motor vehicles and game viewing to the designated Ranch roads on the Ranch only. Joy-riding, off-road driving and related activities shall not be allowed within the Ranch;

not disturb the wildlife and plant life in any way whatsoever and not to collect animal parts or trophies or plants from within the Ranch;

confine the Licence's domestic animals and pets within the Licensed Plot;





construct as few and as little fencing walls and hedges as possible, and in any case to confine them to the Licensed Plot.

not engage in any commercial farming or use the residential structures for tourism activities, or carrying on any other trade or business;

confine any cultivation for his own consumption within their respective designated Licensed Plot;

not keep more than Five (5) resident staff (inclusive of their family members) on the Licensed Plot;

construct the staff quarters of the resident staff within the Licensed Plot;

ensure that the resident staff use only designated areas and roads and do not keep any pets or other animals;

not allow whether by the licensee, his agents or employees to cut any trees **PROVIDED** that if any tree poses a danger to the licensee his family or wildlife the licensee shall notify the Company and with the consent of the Company the tree may be cut **PROVIDED FURTHER** that the Company may from time to time have trees cut for specific purposes (clearing fence lines, creating fire breaks and clearing roads) subject always to the appropriate resolution having been passed by the Company;

not feed wild animals, other than putting up bird tables, baths and salt;

do or take whatever necessary action is needed to prevent any fire and to report immediately to the Company any occurrence of fire on his Licensed Plot or any other part of the Ranch;

issue to each servant or employee of the licensee an identity card or some other written form of authority which is to be produced if and whenever required by the Company or its duly authorised agents;

make adequate security arrangements to protect the persons and property of the licensee, and other persons lawfully resident on the Ranch;

not enter upon another Licensed Plot without the permission of the respective other licensee.