

4. It is agreed:

(a) If the fee or any part of it shall remain unpaid for 21 days after becoming due or if there shall be any breach of any of the Licensee's obligations contained herein this Licence may be determined at any time by the Board by giving written notice to the Licensee but without prejudice to the rights and remedies of the Board under this deed

(b) This Licence may be determined at any time by either party by giving 3 months' written notice to the other but without prejudice to the rights and remedies of the Board under this Licence

(c) This Licence shall be personal to the Licensee and shall not be capable of being assigned to a third party

(d) The Board shall have the right to stop up the discharge of surface water if contaminated without notice to the Licensee whereupon (1) this Licence shall determine immediately and (2) the Board shall not be liable for such stopping up or determination to the Licensee who shall indemnify the Board against any such liability to any other person and the Licensee shall reimburse the Board for all their costs (including supervision costs of its Managers or Engineers) of or incidental to such stopping up

(e) Any notice required to be given by either of the parties under this Licence may be sent by post to the address of the addressee as set out in this Licence or to such other address as the addressee may from time to time have notified for this purpose. Communications sent by post shall be deemed to have been received forty-eight hours after posting. In proving service by post it shall only be necessary to prove that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause

SCHEDULE 1: Licensee's Name and Address
BROCKMOOR FOUNDRY LTD BROCKMOOR BRIERLEY HILL STAFFS
DY5 3UJ

SCHEDULE 2: Licensee's Property
CANAL BY LEYS ROAD BRIDGE STOURBRIDGE BCU

SCHEDULE 3: The Waterway

SCHEDULE 4: The Fee
1. Amount: £800 per annum effective from date of this

LICENCE TO DISCHARGE CLEAN SURFACE WATER

A LICENCE made the First day of May 1992 between (1) THE BRITISH WATERWAYS BOARD of Peel's Wharf, Lichfield Street, Fazeley, Staffordshire, B78 3QZ ("the Board") and (2) The Party named in Schedule 1 ("the Licensee").

The Board and the Licensee hereby agree as follows:-

1. The Board sofaras it can and lawfully may hereby grant to the Licensee licence and authority to discharge clean surface water only from the land described in Schedule 2 ("the Licensor's Property") into the waterway described in Schedule 3 ("the Waterway") until this agreement shall be terminated as hereinafter provided

2. The Licensee shall pay the fee ("the fee") referred to in Schedule 4 at the times set out in Schedule 4

3. The Licensee shall:

(a) pay all existing and future rates taxes including any Value Added Tax (at the rate appropriate at the time of supply) charges duties impositions assessments and outgoings whatsoever for the time being payable by the Board or the Licensee in respect of or charge or imposed upon (i) the licence and authority hereby granted and (ii) the Licensee's fixtures fittings chattels plant equipment and works of construction used or made by the Licensee in or for the exercise of the said licence and authority ("the Works")

(b) use maintain repair remove or replace the Works at the Licensee's own risk and be responsible for and release and indemnify the Board and their servants and agents from and against all liability for personal injury (whether fatal or otherwise) loss of or damage to property and any other loss damage costs and expenses however caused or incurred (except by the act of neglect of the Board or their servants or agents) which would not have arisen but for the exercise of the rights of the parties under this Licence whether by express grant or implication

(c) use the Works only for the drainage of clean surface water from the Licensee's Property only and not permit any oil silt foul deleterious objectionable or solid matter to pass in the Waterway through the Works and observe and comply at all times with the provisions of the Water Act 1989 or any statutory amendment or modification thereof and all other statutes bye-laws regulations or requirements of any competent water authority or other authority

(d) not do or permit to be done during the licence anything (including but not limited to any use alteration maintenance repair or removal of the Works) which may cause any interference with navigation upon or endangerment to the use of the Waterway or any



DATED 15th July 1983

The British Waterways Board

AND

BROCKMOOR FOUNDRY CO. LIMITED

Licence

to discharge Surface Water
into the Board's
Stourbridge Canal

NEW PLAN ST.
REFERENCE 8/1.....

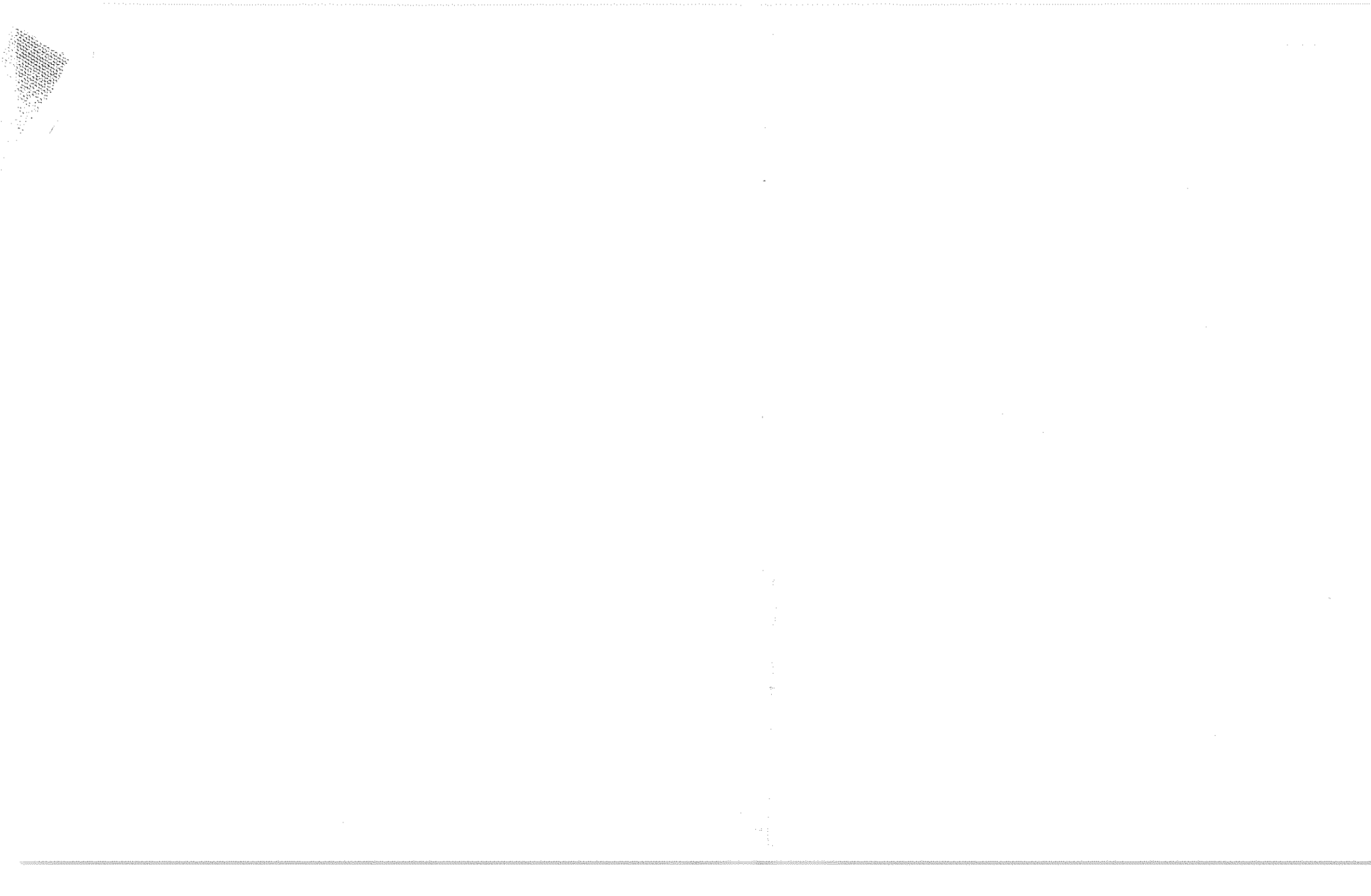
RENT INCREASE 40/EO/84/D

CONSENT 187/EO/83/D			WATER CARD	
ST 8	2/8/83	OV	POSITION CARD	<input checked="" type="checkbox"/>
COPY	15/1/83		COPY LEDGER	<input checked="" type="checkbox"/>
RENTAL	15/1/83	P7184	COPY	
INCREASE		P8027	RENEWANCE	
TRIP			REGISTER	
			ST 8/1/83	
			WATER CARD	

Form No. BW/ES4 (Rev. 10/82)

British Waterways
John Van
hm (Carley)
7442

Gloster
0145
Cl
01



That the Licensees will at their own expense immediately determine of the Licence hereby granted remove the Works to the satisfaction of the Engineer and reinstate the property of the Board to his satisfaction.

Not to do or permit to be done anything which may cause obstruction to or endangerment to the use of the Canal or any obstruction to the flow of the water in the Canal endangering or obstruction to the use of the towing path of the Canal or injury or damage to the towing path or banks of the Canal or property of the Board.

To make all necessary arrangements with and satisfy all by any person who may be affected by the Licence hereby granted and effectually to indemnify the Board from and against all claims.

If and as often as the Board shall for the purpose of their working require the position of the Licensed Works or any them to be altered the Licensees shall at their own expense the supervision and to the satisfaction of the Engineer remove the Licensed Works or such part thereof as may be affected place or reconstruct the same in such other manner as the Board shall require and that the provisions of this Licence shall apply to such removal or alteration and replacement and to the Licensed Works as replaced or altered.

At all times during the installation or construction of the Licensed Works and reinstatement of the Board's property and any repair removal reconstruction or replacement or other work to keep the Licensed Works and the property of the Board in the same properly and adequately watched supervised and maintained.

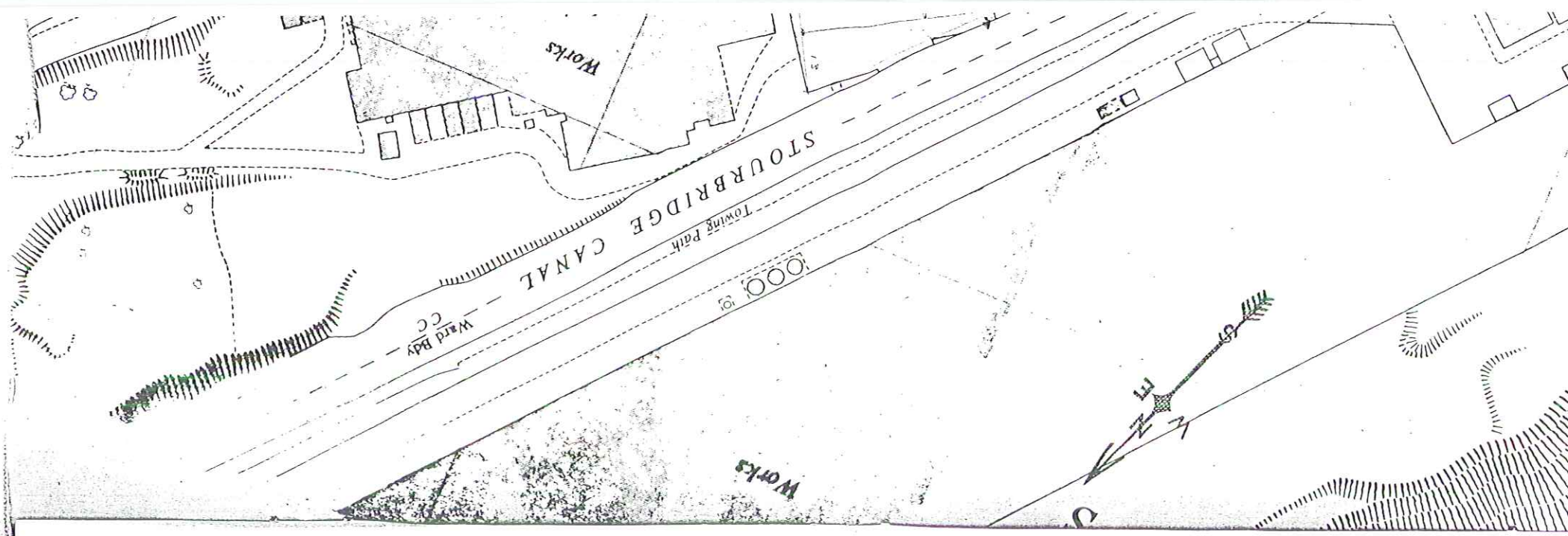
Not to make or cause or permit to be made any alterations or in the position or structure or otherwise of the Licensed Works hereby licensed or any part thereof or addition to or connected to the same without the consent in writing of the Board and obtained.

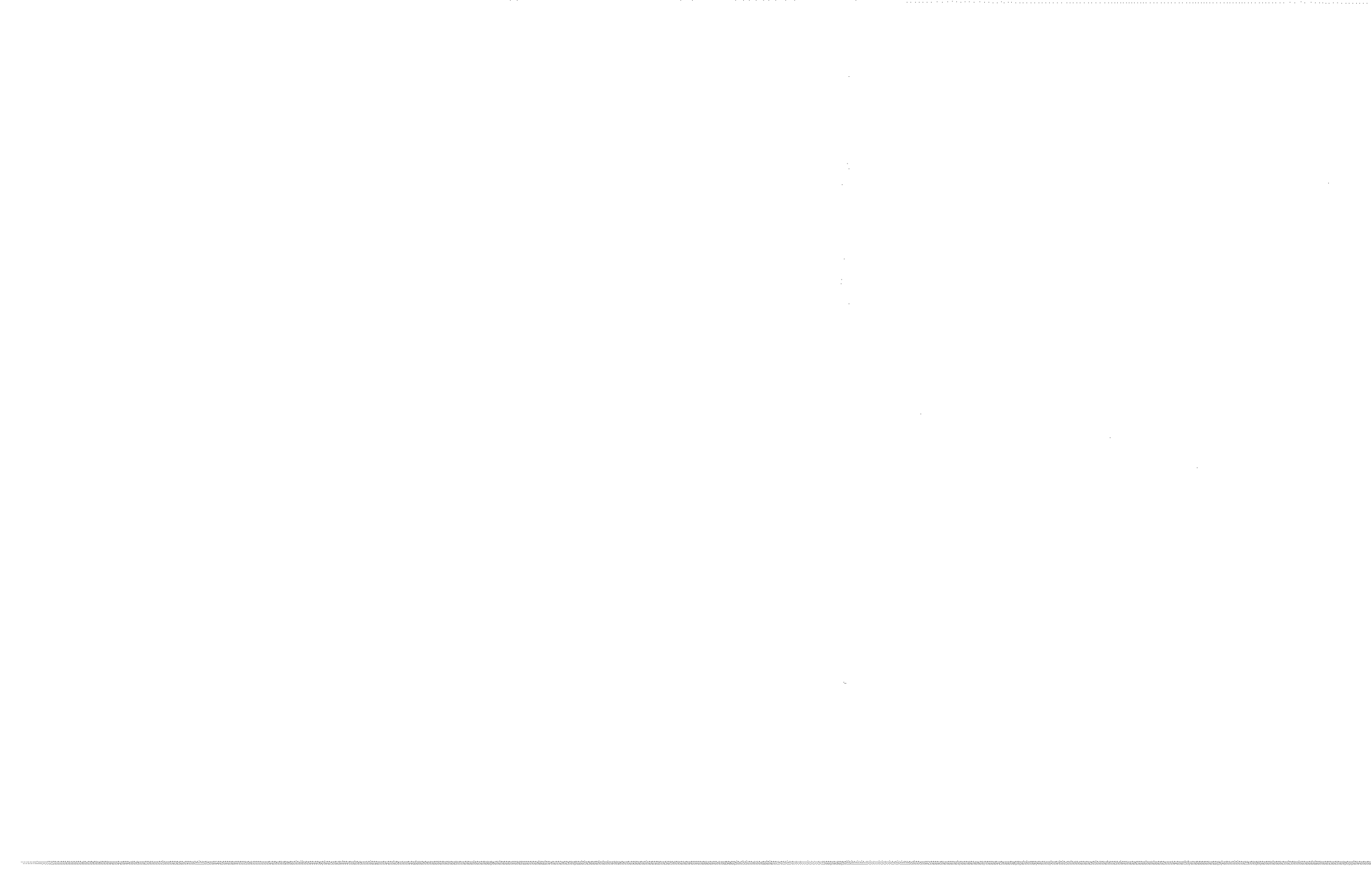
Not to assign underlet or otherwise part with the Licence or authority hereby granted or any part thereof without the consent in writing of the Board such consent not to be unreasonably withheld.

That the Licensed Works will be constructed used maintained repaired removed reconstructed altered or replaced by the Licensees at their own risk and that no claim or demand whatsoever shall be made against the Board in respect of or in any way arising from damage or injury to or loss of the Licensed Works or any connected therewith or any parts thereof however caused.

Notwithstanding any supervision given or approval expressed by the Board to be responsible for and release and indemnify the Licensees their servants or agents from and against all liability for injury (whether fatal or otherwise) loss of or damage to and any other loss damage costs and expenses which may be incurred in consequence of the grant or existence of this Licence or of any work done as a result of its grant or existence howsoever such loss damage costs or expenses be caused whether by the Licensees or by the Board their servants or agents or otherwise and by the exercise by the parties hereto of their rights and remedies under or otherwise.

That the Licensees will from time to time on demand pay to the Board the reasonable costs and expenses of the Board (including the fees of the Engineer) as certified by the Engineer in





engagement to the use of the Canal or any flow of the water in the Canal endanger- the use of the towing path of the Canal the towing path or banks of the Canal or

board necessary arrangements with and satisfy all may be affected by the Licence hereby indemnify the Board from and against

the Board shall for the purpose of their position of the Licensed Works or any the Licensees shall at their own expense to the satisfaction of the Engineer remove as or such part thereof as may be affected the same in such other manner as the hat the provisions of this Licence shall alteration and replacement and to the for altered

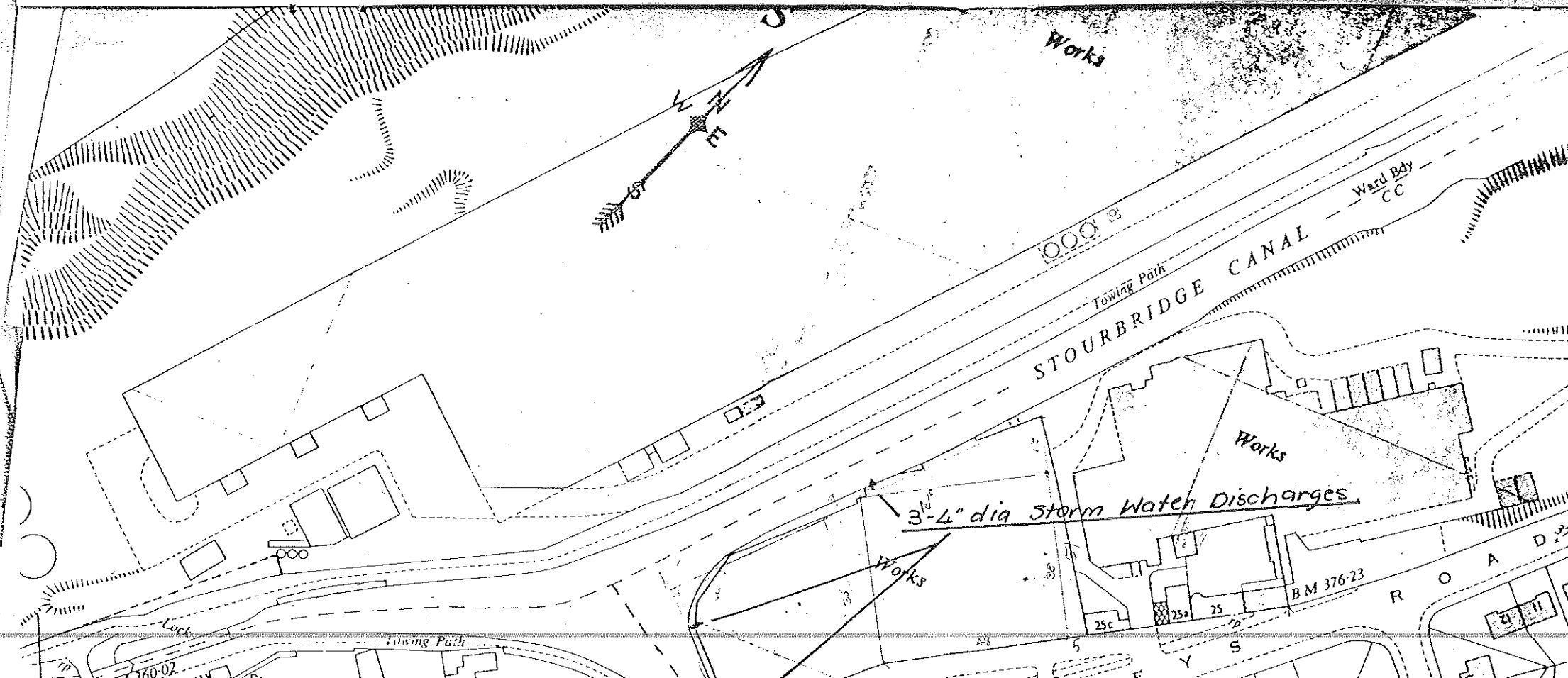
g the installation or construction of the statement of the Board's property and reconstruction or replacement or other d Works and the property of the Board erty and adequately watched supervised

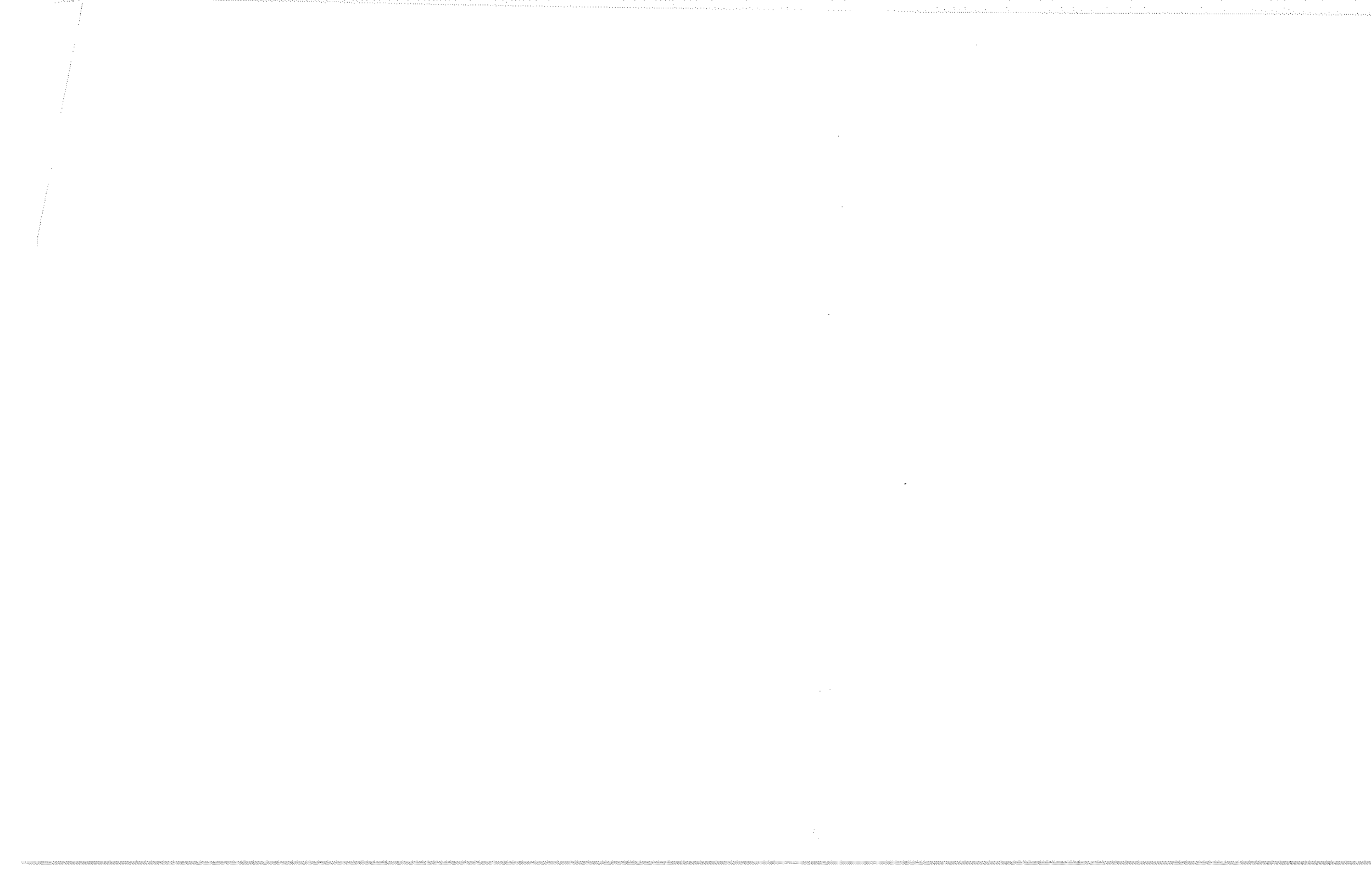
use or permit to be made any alterations or structure or otherwise of the Licensed any part thereof or addition to or con- cut the consent in writing of the Board erlet or otherwise part with the Licence anted or any part thereof without the le of the Board such consent not to be

l Works will be constructed used main- reconstructed altered or replaced by the and that no claim or demand whatsoever Board in respect of or in any way arising o: or loss of the Licensed Works or any or any parts thereof however caused

ly: supervision govern or approval expressed isthe for and release and indemnify the agents from and against all liability for damage or otherwise loss of or damage to s: damage costs and expenses which may r grant or existence of this licence or of of his grant or existence hereafter or such or expenses be caused whether by other heir servants or agents or otherwise and by other parties thereof of their rights and

s will from time to time on demand pay able costs and expenses of the Board Engineer) as certified by the Engineer in vision of the installation or construction id otherwise in connection therewith or any of the provisions hereof and the oard the costs of preparing this Agreement p duty thereon) and all such other legal ave from time to time and which would ce had not been granted.





(2) In case of default by the Licensee in compliance with the provisions of this Agreement to any other right or remedy shall be out any of the works from time to time by the Licensees in compliance with the damage to the property of the Board out any works which in the opinion to safeguard or secure the property of user of the Canal and any other damage or interference caused or such default on the part of the Licensees shall pay to the Board up by the Engineer) of all works so carried out.

(3) That the Board shall be a obtain and take away samples of wa means of the Licensed Works and Board upon demand the cost (as c doing and of any analysis of any away which the Board may deem necessary.

Further provisos as to determination

4. PROVIDED ALSO and it is hereby 2

(1) That in case the yearly sum unpaid for the space of twenty-one breach of any of the agreements on conditions herein contained then a lawful for the Board by notice in the Licensees to determine the I granted forthwith and thereupon without prejudice to the remedies of previously done omitted or suffered

(2) That either party may dete by giving to the other not less than notice in that behalf expiring at any ti

5. THE marginal notes shall not affect 1

AS WITNESS the hands of David Robert appointed by the Board in that behalf) and (b) the Licensee in that behalf) the day and year fir

SIGNED by the said

in the presence of

Mrs. D. A. Woodward

Sarabany

FOR AND ON BEHALF OF THE BROCKMOOR FOD

THE SCHEDULE above referred to.

- (a) Capital payment referred to in Clause 1
- (b) The Licensed works 3. x. 4" Diameter. pipes. dis Canal at Brockmoor
- (c) Maximum licensed discharge rate to the canal from this

Handwritten scribbles and marks in the top left corner.

ence is made the 15th day of July
hundred and Eighty-Three BETWEEN
WATERWAYS BOARD (hereinafter called "the
part and THE BROCKMOOR FOUNDRY CO. LIMITED
whose Registered
BRIERLEY HILL WEST MIDLANDS DY5 3UJ

"the Licensees") of the other part
the Licensees, are desirous of discharging surface water
STOURBRIDGE CANAL
"the Canal") from their premises known as
FOOR FOUNDRY

works hereinafter mentioned and have applied to the Board

LICENCE WITNESSETH as follows:—

eration of the payment referred to in the schedule hereto
sum hereinafter reserved or made payable by the Licensees
f the agreements on the part of the Licensees and the con-
tained THE BOARD so far as they can and lawfully
unto the Licensees Licence and Authority (determinable
tioned) to discharge into the Canal clean surface water
works and at the maximum rate as detailed in the Schedule
called "the Licensed Works") and which are in the
ns as shown by a RED line(s) on the plan
D) HOLD the right and liberty hereby granted unto the
Twenty-fourth day of June
hundred and eighty-three until determination as
d.

Licensees for themselves and their successors in title hereby
d as follows:—

Licensees will during the continuance of this Licence pay to the
Licence and Authority the sum of £130.00 (ONE HUNDRED AND THIRTY
and Twenty-fourth day of June One thousand nine hundred and
Twenty-third day of June One thousand nine hundred and eighty-
the yearly sum of £260.00 (TWO HUNDRED AND SIXTY POUNDS) in
-fourth day of June in each year the first payment of the
HUNDRED AND THIRTY POUNDS) to be made on the completion hereof
of the period from the said Twenty-fourth day of June One
and eighty-three to the Twenty-third day of June One Thousand
ty-four

pay all existing and future taxes rates charges assess-
positions and outgoings (except landlord's property tax)
r for the time being payable either by the Board or the
in respect of the Licence and Authority hereby granted
the Licensed Works shall be installed or constructed at the
the Licensees in all respects in accordance with plans
ad specifications to be submitted to and approved by the
appointed by the Board (hereinafter called "the Engineer")
to commence to install or construct the Licensed Works
submitting to the Board adequate notice of their intention
obtain the prior consent of the Engineer

all times during the continuance of this Licence to main-
keep the Licensed Works in good and substantial repair and
o the satisfaction of the Engineer

use the Licensed Works for the discharge of clean surface
and not to permit any oil silt foul deleterious objectionable
atter to pass into the Canal through the Licensed Works
erve and comply at all times with the provisions of the
vention of (Pollution) Acts 1951 and 1961 from time to
tive and the Control of Pollution Act 1974 (Part II) and
tatutes by laws regulations or requirements of any com-
nity