

**THIS LICENCE** is dated the <<date>> and is made **BETWEEN:**

(1) [<<Licensor's Name>>, a company registered in the country of Incorporation of Licensor's Company>> under number <<Licence Number>> whose registered office is at <<Licensor's Address>> (hereinafter known as the 'Licensor') and]

**OR** [<<Licensor's Name>> of <<Licence Number>> (hereinafter known as the 'Licensor') and]

[(2) <<Charity's Name>>, a charity registered in England under no. <<Company Registration Number>> and which is a registered charity no: <<Charity's Address>> (hereinafter known as the 'Licensor')]

**OR**

[(2) The trustees (namely <<Insert Name of Charity>> of the trustees of the Charity, not just those who are to be the signatories (see>>) of the charitable [trust] [unincorporated association] known as <<Charity's Name>> [a registered charity no: [insert Charity Commission number] (England and Wales) whose registered office address is at <<Charity's Address>> (hereinafter known as the 'Licensor')]

**OR**

[(2) <<Charity's Name>>, a charity registered in England under no. <<Company Registration Number>> and which is a registered charity no: <<Charity's Address>> (hereinafter known as the 'Licensor')]

## 1. Definitions and Interpretation

In this agreement, except where the context otherwise requires, the following terms shall have the following meanings:

<b>'Licence Fee'</b>	means the fee payable by the Licensee per month exclusive of value added tax;
<b>'Licence Period'</b>	means the period from <<insert date>> (inclusive) to <<insert date>> (exclusive);
<b>'Licensor's Building'</b>	means the building occupied by the Licensor [shown for identification purposes] as indicated on the plan attached to this agreement [shown for identification purposes] as indicated on the plan attached to this agreement;
<b>'Permitted Hours'</b>	means the hours of use e.g. 8am to 6pm Monday to Saturday;
<b>'Permitted Use'</b>	means the use of the Premises for the purpose of <<insert purpose>>;
<b>'Premises'</b>	means the part of the Licensor's Building [shown for identification purposes] as indicated on the plan attached to this agreement [including all fixtures and fittings in the Premises] (being part of the Licensor's Building [shown for identification purposes] as indicated on the plan attached to this agreement [including all fixtures and fittings in the Premises]).

## 2. Grant of Licence

The Licensor permits the Licensee to use the Premises for the Licence Period for the Permitted Use.

### 3. Licensee's Covenants

- 3.1 The Licensee shall pay to the Lessor, in advance and without set-off or counterclaim on the [first day] of every month and on the last day of the month, of the Licence Fee of the sum of £[ ] from and including the date of this agreement to and in full for the current month.
- 3.2 The Licensee shall
- 3.2.1 use the Premises for the Permitted Use;
- 3.2.2 use the Premises during the Permitted Hours
- 3.2.3 share occupancy of the Premises with any part of them;
- 3.2.4 make any alterations to the Premises;
- 3.2.5 put any sign on the Premises without the prior written consent of the Lessor [such consent shall not be unreasonably refused or delayed];
- 3.2.6 cause any noise or disturbance to the Lessor or to the owners or occupiers of the Premises;
- 3.2.7 <<insert any other conditions>>
- 3.3 The Licensee shall maintain and tidy and make good any damage caused.
- 3.4 The Licensee shall not use the Premises for the betterment of the interests of good estate.
- 3.5 If the Licence Fee is not paid in full, the fee is allowed to be increased by the Lessor (whether formally demanded or not) the Licensee shall pay interest on outstanding amount at the rate of <<rate of interest>> per cent annum above the base rate for the time being in force as calculated on a daily basis on the amount unpaid or not paid until the date on which payment is made.
- 3.6 The Licensee shall (and all others authorised by the Licensee) enter the Premises at any reasonable time for the purpose of ascertaining whether the Licensee is complying with and the Lessor's interest in the Premises.
- 3.7 At the end of the term of the Licence the Licensee shall vacate the Premises and remove all items belonging to the Licensee and possession to the Lessor.

### 4. Lessor's Covenants

- 4.1 The Lessor shall (and all others authorised by the Lessor) permit its employees, volunteers and visitors) access to and use of the Premises over designated parts of the Premises.
- 4.2 [The Lessor shall (and all others authorised by the Lessor) permit its employees, volunteers, and visitors) to use the Premises for the purpose of [ ] sets within the Lessor's Building [during the Permitted Hours].]
- 4.3 [The Lessor shall (and all others authorised by the Lessor) permit its employees, volunteers, and visitors) to use the Premises for the purpose of [ ] sets within the Lessor's Building [during the Permitted Hours].]
- OR
- [The Lessor shall (and all others authorised by the Lessor) permit its employees, volunteers, and visitors) to use the Premises for the purpose of [ ] services and the cost of providing [ ] such services is included in the Licence Fee.]

- 4.3.1 a supply of electricity;
- 4.3.2 cleaning of the interior of the Licensor's Building is closed;
- 4.3.3 cleaning heating and ventilation of the Licensor's Building;
- 4.3.4 repair maintenance of the Licensor's Building;
- 4.3.5 facilities and delivery and
- 4.3.6 use of cloakroom and cold water and hand drying facilities;
- 4.3.7 provision of the storage of refuse originating on the Premises effected by the Local Authority;
- 4.3.8 provision of central heating and a supply of hot and cold water of the Licensor's Building;
- 4.3.9 <<insert details to be provided by the Licensor>>;
- 4.3.10 such further or may from time to time consider reasonably of good estate management.]

## 5. Termination Rights

- 5.1 [The Licensor may at any time [after <<insert date>>] by giving to the Licensee notice period to terminate lease e.g. 4, 6 weeks>> notice]
- 5.2 [The Licensee may at any time [after <<insert date>>] by giving to the Licensor notice period to terminate lease e.g. 2, 4 weeks>> notice]
- 5.3 [The Licensor may at any time with immediate effect by giving the Licensee notice if the Licensee is in breach of any of its obligations in clause 4 and, where such breach exists, the Licensee may wish to add the following: the Licensee fails to remedy the breach e.g. 7 days>> after the notice period.]
- 5.4 Termination under this clause shall extinguish any rights of action which either party has for breach of the provisions of this Licence.

## 6. General

- 6.1 The parties agree that no party to this Licence has no right arising solely by virtue of the Rights of Third Parties) Act 1999 to enforce any terms of this Licence.
- 6.2 All notices given under this Licence shall be in writing and for the purpose of service the provisions contained in Section 196 of the Law of Property Act 1925 shall apply to this Licence.

Signed by <<Name>> for and on behalf of the Licensor

Signed by <<Name of Charity Trustee>> Charity Trustee

Note: Also add full name(s) of any further for and on behalf of the Licensee