

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

(1) [<<Licensor's Name>>, a company of 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 <<Licensor's Address>> (hereinafter known as the 'Licensor') and]

(2) [<<Licensee's Name>>, a company of the <<Country of Incorporation of Licensee's Company>> under number <<Licence Number>> whose registered office is at <<Licensee's Address>> (hereinafter known as the 'Licensee'))]

**OR** [<<Licensee's Name>> of <<Licensee's Address>> (hereinafter known as the 'Licensee'))]

## 1. Definitions and Interpretation

1.1 In this licence, except where otherwise requires, the following terms shall have the following meanings:

<b>'Licence Fee'</b>	means the fee payable by the Licensee to the Licensor per month exclusive of value added tax;
<b>'Licence Period'</b>	[means the period from <<insert date>> to <<insert date>> (inclusive)] <b>OR</b> [means the period from <<insert date>> to and including the <<insert date>> in accordance with clause 2];
<b>['Permitted Hours'</b>	means the hours of use e.g. 8am to 6pm Monday to Friday <<insert hours>>];
<b>'Permitted Use'</b>	means the use of the Premises for the purpose of <<insert purpose>>;
<b>'Premises'</b>	means the premises <<insert address>> [shown for identification only and attached to this agreement] [including all fixtures and fittings in accordance with the schedule attached] <<insert address>> premises at <<insert address>>.
<b>['Service Costs'</b>	means the costs which the Licensor spends in carrying out its obligations under the Licence;
<b>Service Media</b>	means the provision of services including water sewage communications and any other services which the Licensor provides from time to time
<b>['Final Service Charge'</b>	[means the <<insert proportion>> (able) proportion attributable to the <<insert proportion>> of the Service Costs the licensee must pay>>% of the Service Costs]
<b>['Interim Service Charge Instalment'</b>	means the <<insert proportion>> of the Final Service Charge payable by the Licensee until the Licensor gives the Licensee written notice of the Final Service Charge on the <<insert date>>].

## 2. Grant of licence

- 2.1 The Licenser permits the Licensee to occupy the Premises for the Licence Period [insert period e.g. 12 months or 24 hours].
- 2.2 Either party can end the licence by giving the other at least <<insert notice period e.g. 3 months>> notice taking effect at the end of the notice period.
- 2.3 The Licenser may end the licence with immediate effect by giving the Licensee notice if the Licensee is in breach of any of its obligations in clause 3.
- 2.4 This licence is personal to the Licensee and may not be transferred.
- 2.5 The parties acknowledge that the Licensee is to occupy the Premises and that this agreement does not create a relationship of landlord and tenant between the Licenser and the Licensee.

## 3. Licensee's covenants

- 3.1 The Licensee shall pay the Licence Fee in advance and without set-off or counterclaim on the [first day] of every month and on the [first day] of every month of the Licence Period. The Licensee shall pay a proportionate part of the Licence Fee from and including the first day of [insert day] of the current month.
- 3.2 The Licensee shall ensure that the following are to be done any of the following:
- 3.2.1 use the Premises for the Permitted Use,
- 3.2.2 [use the Premises only 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 [save for any internal alterations with the prior written consent of the Licenser];
- 3.2.5 put any signs on the Premises without the prior written consent of the Licenser;
- 3.2.6 cause any nuisance or disturbance to the Licenser or to the owners or occupiers of the Premises;
- 3.2.7 which may result in the Licenser being required to take any policy of insurance on the Premises;
- 3.2.8 <<insert any other covenants>>
- 3.3 The Licensee shall maintain and tidy and make good any damage caused.
- 3.4 The Licensee shall comply with any regulations the Licenser makes, and
- 3.5 [The Licensee shall renew any licence or registration which is required in order to carry out the Permitted Use (including any licence or registration) in accordance with the terms and conditions of the licence or registration and regulations relevant to the Permitted Use].
- 3.6 [The Licensee shall indemnify the Licenser against liability incurred as

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ds of hygiene and shall avoid all  
used for the storage preparation

- <<maximum length of time licence  
> (whether formally demanded or  
est at the rate of <<rate of interest  
nt per annum above the base rate  
alculated on a daily basis on the  
e until the date on which payment

- indemnify the Licensor against all charges assessments impositions monetary, parochial, local or of any kind or imposed upon the Premises existing or novel nature.

- ensor against all charges incurred  
ricity telecommunications and any  
ncluding all standing charges and

- other correspondence received at  
sor or relevant to the Licensor's

- and all others authorised by the  
 reasonable time for the purpose of  
 ment are being complied with and  
 censor's interest in the Premises.

- Licensee shall vacate the Premises and possession to the Licensor.

- 3.13 At the end of the remove all items be

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- mentioned in Clause 5] the Licensor  
cost of providing such services is

- city to the Premises;

- ce hours;

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- Common parts;

- n facilities;

- Suitable for the Premises;

- ing scanning printing facsimile  
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- 4.1.9 broadband internet access;
- 4.1.10 extension telephone lines;
- 4.1.11 the services of a caretaker or janitor;
- 4.1.12 <<insert any other services>>

- 4.2 The Licensor shall allow its employees and visitors) access to and egress from the common parts of the building (if applicable).
- 4.3 The Licensor shall allow its employees) the right to use the Service Media services.
- 4.4 [The Licensor shall allow its employees and visitors) to use the lavatories and washrooms (if applicable)].
- 4.5 [The Licensor shall allow its employees and visitors) the right to park in the car parking spaces (if applicable)].
- 4.6 [The Licensor shall allow its employees and visitors) <<insert any other rights over the Licensor's adjoining premises (if applicable)>>]

## 5. [Service Charge]

- 5.1 The Licensor must prepare a statement prepared and sent to the Licensee for each service charge year starting on the first date when service charge year ends e.g. 31 December. The statement shall set out the Service Charge Period, which:
  - 5.1.1 states the Service Charge Period with sufficient particulars to show the amount of expenditure and the major category of expenditure and the Service Charge Period;
  - 5.1.2 states the amount of the Service Charge;
  - 5.1.3 states the total amount of the Service Charge Instalments paid by the Licensee;
  - 5.1.4 states the amount of the Service Charge Instalments (‘Deficit’), or vice versa (‘Surplus’); and
  - 5.1.5 is certified by the Licensor's accountants] [the Licensor's surveyor] to be correct.
- 5.2 The Licensor will provide an estimate of the Service Costs before (or as soon as possible after the start of) each service charge year along with appropriate breakdown of the Service Costs payable by the Licensee and an apportionment of the Service Costs payable by the Licensee to the Licensor's premises.
- 5.3 On each day on which the Licensee is required to pay the Service Charge Instalment under this licence the Licensee must pay the Licensor the Service Charge Instalment.
- 5.4 If a service charge year ends with a surplus, the Licensor must pay that sum to the Licensee.
- 5.5 If a service charge year ends with a deficit, the Licensee must pay that sum to the Licensor within the time specified in the statement.
- 5.6 Every service charge year the Licensee must provide the Licensor with the information in it].

**6. General**

- 6.1 The parties agree that no party to this licence has no right arising solely by virtue of the Copyright (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 of the Landlord and Tenant (Covenants) Act 1995 contained in Section 196 of the Law of Property Act 1925 shall apply to this licence.
- 6.3 The Licensor gives the Licensee the necessary approvals, consent and authority for the use of the Premises has the necessary approvals, consent and authority for the use of the Premises to be used for the Permitted Use.
- 6.4 This agreement shall be governed by the law of England and Wales.

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

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

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