

S

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 <<Licensor's Registration 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 <<Licensee's Registration 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

In this deed, except where the context otherwise requires, the following terms shall have the following meanings.

'Licence Fee'	means the fee payable per month exclusive of value added tax;
'Licence Period'	[means the period from <<insert date>> to <<insert date>> (inclusive)] OR [means the period from <<insert date>> to and including the <<insert date>> in accordance with clause 2];
'Permitted Hours'	means the hours of use e.g. 8am to 6pm Monday to Saturday;
'Permitted Use'	means the retail sale of <<insert description>>;
'Premises'	means the premises identified by the identification only edged red on the plan attached [including all fixtures and fittings and furniture attached] forming part of the <<insert address>>.

A

M

P

2. Grant of licence

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

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 <<insert notice period e.g. 3 months>>.

2.3 The Licensor 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 2.1.

2.4 The Licensor may by giving the Licensee at least <<insert notice period e.g. 2 weeks>> notice require the Licensee to use alternative premises (which are no less convenient than the Premises) instead of the Premises.

L

E

2.5 This licence is personal and may not be transferred.

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 last day of the Licence Period. The Licensee shall pay a proportionate part of the Licence Fee from the [first day] of the current month.

3.2 The Licensee shall comply with the following conditions to be done any of the following:

3.2.1 use the Premises only 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;

3.2.5 put any signs on the Premises without the prior written consent of the Licensor;

3.2.6 cause any nuisance or disturbance to the Licensor or to the owners or occupiers of the Premises;

3.2.7 <<insert any other conditions

3.3 The Licensee shall keep the Premises in good repair and tidy and make good any damage caused.

3.4 If the Licence Fee is not paid when due, the Licensee shall be deemed to be in arrears. If the Licensee is allowed to be in arrears, the Licensor may (whether formally demanded or not) the Tenant must on demand pay the amount of the arrears together with interest at the rate of <<rate of interest on the amount of the arrears in excess of the minimum above the base rate for the time being of Barclays Bank plc on a daily basis on the amount outstanding until the date on which payment is made.

3.5 The Licensee shall indemnify the Licensor against all claims, damages, losses, charges assessments impositions and outgoings whatsoever (including without limitation any tax or duty of any kind or of any other description) which may be levied or imposed upon the Premises or the owner or occupier of the Premises of any kind, existing or novel nature.

3.6 The Licensee shall indemnify the Licensor against all charges incurred by the Licensee in connection with the Premises (including but not limited to telephone, city telecommunications and any other services supplied to the Premises including all standing charges and meter rents).

3.7 The Licensee shall deliver to the Licensor all correspondence received at the Premises and all correspondence sent from the Premises or relevant to the Licensor's interest in the Premises.

3.8 The Licensee shall permit the Licensor (or any other person authorised by the Licensor) to enter the Premises at any reasonable time for the purpose of inspecting the Premises to ascertain whether the Licensee is complying with the conditions of the Licence for the Licensor's interest in the Premises.

3.9 At the end of the Licence Period, the Licensee shall vacate the Premises and remove all items belonging to the Licensee and return possession to the Licensor.

S

A

M

P

L

E

S

4. Licensor’s covenants

4.1 The Licensor shall provide such services is included

ices and the cost of providing

4.1.1 [heating light

Premises;

4.1.2 cleaning of the

shopping centre is closed;

4.1.3 facilities and delivery and

from the Premises for stock

4.1.4 maintenance

to the Premises;

4.1.5 use of cloak facilities;

t and cold water and hand drying

4.1.6 <<insert any

4.2 The Licensor shall allow to and egress from the centre (if applicable)

s employees and visitors) access common parts of the shopping

5. General

5.1 The parties agree that arising solely by virtue enforce any terms of

party to this licence has no right (Rights of Third Parties) Act 1999 to

5.2 All notices given unless service the provisions of Law of Property Act

in writing and for the purpose of as contained in Section 196 of the in this licence.

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

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

A

M

P

L

E