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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 Country of Incorporation>> (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 Country of Incorporation>> (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:

'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 Friday <<insert days>>;
'Permitted Use'	means the use of the premises for <<insert permitted use>>;
'Premises'	means the premises <<insert premises>> [shown for identification only and attached to this agreement] [including all fixtures and fittings in accordance with the schedule attached] situated at <<insert address>>;
'Service Costs'	means the net amount the Licensor spends in carrying out its obligations under the licence;
'Final Service Charge'	[means the <<insert percentage>> [reasonable] proportion attributable to the Licensee of the net amount of the Service Costs the licensee must pay>>%] OR [means the <<insert percentage>> of the net amount of the Service Costs the licensee must pay>>%]
'Interim Service Charge Instalment'	means the amount payable in account of the Final Service Charge until the Licensor gives the Licensee written notice of the Final Service Charge on the <<insert date>>.

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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>> notice e.g. 3 months>> notice taking effect at the end of <<insert notice period>>.
- 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 2.2.
- 2.4 This licence is personal and may not be transferred.

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3. Licensee's covenants

- 3.1 The Licensee shall pay the Licence Fee in value added tax in respect of it in advance and without set off or counterclaim on the [first day] of every month and on the [first day] of the Licence Period shall pay a proportionate part of the Licence Fee from and including the first day of the Licence Period to the [first day] of the current month.
- 3.2 The Licensee shall do the following to be done any of the following:
 - 3.2.1 use the Premises for the Permitted Use,
 - 3.2.2 use the Premises during the Permitted Hours;
 - 3.2.3 share occupation 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 noise or disturbance to the Licensor or to the owners or occupiers of the Premises;
 - 3.2.7 <<insert any other covenants>>
- 3.3 The Licensee shall repair and tidy and make good any damage caused.
- 3.4 If the Licence Fee is in arrears <<maximum length of time licence fee is allowed to be in arrears>> (whether formally demanded or not) the Licensee must pay interest on outstanding payments at the rate of <<rate of interest>> per annum above the base rate for the time being in force in the UK calculated on a daily basis on the amount unpaid or not paid until the date on which payment is made.
- 3.5 The Licensee shall indemnify the Licensor against all rates (including water rates) charges assessments impositions and outgoings whatsoever (including any rates or other description) which are levied or imposed upon the Premises or the owner or occupier of the Premises of an existing or novel nature.
- 3.6 The Licensee shall indemnify the Licensor against all charges incurred relating to water sewerage electricity telecommunications and any other services supplied to the Premises (including all standing charges and meter rents).

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3.7 The Licensee shall...
the Premises and...
interest in the Prem

...other correspondence received at...
Licensor or relevant to the Licensor's

3.8 The Licensee sha...
Licensor) to enter...
ascertaining whethe...
for any other purpos

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

3.9 At the end of the...
remove all items be

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

4. Licensor's covenants

4.1 Subject to the Licen...
shall provide the fol

...mentioned in Clause 5 the Licensor

4.1.1 [heating ligh

...city to the Premises;

4.1.2 cleaning of t

...ce hours;

4.1.3 maintenance

...to the Premises;

4.1.4 maintenance...
building;

...ers to the common parts of the

4.1.5 cleaning hea

...ommon parts;

4.1.6 shared toilet

...n facilities;

4.1.7 furniture fur...
suite;

...t suitable for a high class office

4.1.8 shared equ...
transmission

...ng, scanning, printing, facsimile...
g;

4.1.9 broadband i

4.1.10 extension te

4.1.11 the services

...nist;

4.1.12 <<insert any

4.2 The Licensor shall...
to and egress from...
applicable).

...ts employees and visitors) access...
common parts of the building (if

5. Service Charge

5.1 The Licensor must...
Licensee for each p...
ends e.g. 31 Decem

...atement prepared and sent to the...
start date when service charge year...
e Period, which:

5.1.1 states the S...
show the ar...
with appropr

...eriod with sufficient particulars to...
major category of expenditure and...
ntary;

5.1.2 states the ar

...e Charge;

5.1.3 states the to...
Licensee;

...e Charge Instalments paid by the

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5.1.4 states the amount of the Interim Service Charge (‘Surplus’); and

if the Service Charge exceeds the total of the Interim Service Charge Instalments (‘Deficit’), or vice versa

5.1.5 is certified by the Licensor’s accountants [the Licensor’s summary of expenditure.

by the Licensor’s accountants] [the Licensor’s summary of expenditure.

5.2 The Licensor will issue an estimate of the Service Costs before (or as soon as possible after the start of) each service charge year along with appropriate supporting documentary and an apportionment of the Service Costs payable to the Licensee for the use of the Licensor’s premises.

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5.3 On each day on which the Licensee must pay the Licensee Service Charge Instalment.

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5.4 If a service charge instalment is in surplus, the Licensor must pay that sum to the Licensee.

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5.5 If a service charge instalment is in deficit, the Licensee must pay that sum to the Licensor within the period specified in the statement.

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5.6 Every service charge instalment must be paid in accordance with the information in it.

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6. General

6.1 The parties agree that the Licensee has no right to enforce any terms of this licence arising solely by virtue of the (Rights of Third Parties) Act 1999 to

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6.2 All notices given under this licence in writing and for the purpose of enforcing any provisions contained in Section 196 of the Law of Property Act 1925 shall be deemed to have been given in writing and for the purpose of enforcing any provisions contained in Section 196 of the Law of Property Act 1925.

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

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

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