

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

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

'Common Parts'	means the parts of the Licensor's Building and any other property owned by the Licensor which are shown edged yellow on the plan attached to this agreement and which are provided for shared use by the Licensor's Building and all persons authorised by them;
'Licence Fee'	means the fee payable per month exclusive of value added tax;
'Licence Period'	means the period from <<insert date>> (inclusive) to <<insert date>> (exclusive);
'Licensor's Building'	means the building shown on the plan attached to this agreement of which the Premises are part;
'Permitted Hours'	means the hours of use e.g. 8am to 6pm Monday to Saturday;
'Permitted Use'	means the use of the Premises for the purpose specified in the Plan attached to this agreement;
'Premises'	means the part of the Licensor's Building shown edged red on the plan attached to this agreement including all fixtures and fittings in the Premises attached].

2. Grant of licence

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

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 month following the month of the Licence Fee in advance from and including the date of this agreement to and in full.
- 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 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 at the prior written consent of the Lessor;
- 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 of use of the Premises;
- 3.3 The Licensee shall keep the Premises in good repair and tidy and make good any damage caused.
- 3.4 The Licensee shall use the Premises for the better interests of good estate and for the benefit of the Lessor.
- 3.5 If the Licence Fee is not paid in full by the due date, the fee is allowed to be increased by the Lessor (whether formally demanded or not) the Licensee must pay the increased fee on outstanding payment of the Licence Fee at the time being of the Licence Fee unpaid or refused from the date on which payment is made.
- 3.6 The Licensee shall indemnify the Lessor against all charges assessments impositions rates (including water rates) and outgoings whatsoever (whether existing or novel nature) levied or imposed upon the Premises.
- 3.7 [The Licensee shall indemnify the Lessor 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).]
- 3.8 The Licensee shall deliver to the Lessor all correspondence received at the Premises and all correspondence relevant to the Lessor's interest in the Premises.
- 3.9 The Licensee shall (whether or not authorised by the Lessor) to enter the Premises at any reasonable time for the purpose of ascertaining whether the Licensee is complying with the Lessor's interest in the Premises.
- 3.10 At the end of the Licence Term the Licensee shall vacate the Premises and remove all items belonging to the Licensee and deliver possession to the Lessor.

4. Licensor's covenants

- 4.1 The Licensor shall allow its employees and visitors) access to and egress from the Common Parts.
- 4.2 [The Licensor shall allow its employees and visitors) to use the lavatories and washrooms in the Common Parts [during the Permitted Hours] (if applicable)]
- 4.3 [The Licensor shall allow its employees and visitors) to use the Common Parts if it considers appropriate and the cost of any such services is included in the Licence Fee.]

OR

- [The Licensor shall allow its employees and visitors) to use the Common Parts if it considers appropriate and the cost of providing such services is included in the Licence Fee.]
- 4.3.1 heating light and power in the Common Parts;
- 4.3.2 cleaning of the Common Parts when the Licensor's Building is closed;
- 4.3.3 repair maintenance of the Common Parts;
- 4.3.4 cleaning heating and power in the Common Parts;
- 4.3.5 repair maintenance of the Common Parts;
- 4.3.6 facilities and equipment for the storage of stock from the Premises for stock delivery and collection;
- 4.3.7 use of cloakrooms and cold water and hand drying facilities;
- 4.3.8 maintenance of all (if any) open and landscaped areas within the Common Parts;
- 4.3.9 provision of storage of refuse originating on the Premises and collected by the Local Authority;
- 4.3.10 provision of central heating and a supply of hot and cold water in the Licensor's Building;
- 4.3.11 controlling car parking on those areas of the Common Parts and cycle parking;
- 4.3.12 <<insert details of services to be provided by the Licensor>>;
- 4.3.13 such further services as the Licensor may from time to time consider to be in the interests of good estate management.]

5. [Termination rights]

- 5.1 The Licensor may terminate the Licence at any time [after <<insert date>>] by giving to the Licensee notice of termination [e.g. 4 weeks>> notice period to terminate licence]
- 5.2 The Licensee may terminate the Licence at any time [after <<insert date>>] by giving to the Licensor notice of termination [e.g. 4 weeks>> notice period to terminate licence]
- 5.3 The Licensor may terminate the Licence at any time with immediate effect by giving the Licensee notice of termination if the Licensee is in breach of any of its obligations in clause 4.

5.4 Termination under the provisions of this Licence shall not 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 (Limitation of Third Parties) Act 1999 to enforce any terms of this Licence.
- 6.2 All notices given under or in service the provisions of the Law of Property Act 1925 shall be in writing and for the purpose of this Licence shall be deemed to have been given if they are contained in Section 196 of the Law of Property Act 1925.

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

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

S

A

M

P

L

E