

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.

'Licence Fee'	means the fee payable by the Licensee per month exclusive of value added tax;
'Licence Period'	means the period from <<insert date>> (inclusive);
'Licensor's Building'	means the building occupied by the Licensor [shown for identification on the plan attached to this agreement which forms part];
'Permitted Hours'	means the hours of use e.g. 8am to 6pm Monday to Saturday;
'Permitted Use'	means the use of the Premises;
'Premises'	means the <<insert description of Premises>> (being part of the Licensor's Building) shown only edged red on the plan attached to this agreement including all fixtures and fittings in the Premises [shown on the plan 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 day of the Licence Fee payment shall pay a proportionate part of the Licence Fee in respect of the period from the date of this agreement to and including the date of this payment.

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 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 Lessor;
- 3.2.6 cause any nuisance or disturbance to the Lessor or to the owners or occupiers of the Building;
- 3.2.7 <<insert any other conditions of the Licence
- 3.3 The Licensee shall keep the Premises in good order and tidy and make good any damage caused.
- 3.4 The Licensee shall not use the Premises for any purpose other than that made by the Lessor from time to time for the better management and control of the Lessor's Building in the interests of good estate.
- 3.5 If the Licence Fee is not paid in full, the fee is allowed to be increased (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 of Bank of England base rate on a daily basis on the amount outstanding on the date on which payment is made.
- 3.6 The Licensee shall not allow any other persons (including but not limited to all others authorised by the Lessor) to enter the Premises for any purpose other than that for ascertaining whether the Licensee is complying with the Lessor's interest in the Premises.
- 3.7 At the end of the Licence term, the Licensee shall vacate the Premises and remove all items belonging to the Licensee and leave possession to the Lessor.

4. Lessor's covenants

- 4.1 The Lessor shall allow the Licensee (including its employees and visitors) access to and egress from the Premises and the Building.
- 4.2 [The Lessor shall allow the Licensee (including its employees and visitors) to use the lavatories and washrooms in the Premises during the Permitted Hours] (if applicable)
- 4.3 [The Lessor shall allow the Licensee (including its employees and visitors) to use the Premises for any purpose it considers appropriate and the Licensee shall pay the Lessor the Licence Fee.]

OR

- [The Lessor shall allow the Licensee (including its employees and visitors) to use the Premises for any purpose it considers appropriate and the Licensee shall pay the Lessor the Licence Fee.]
- 4.3.1 a supply of electricity and gas;
- 4.3.2 cleaning of the Premises when the Lessor's Building is closed;
- 4.3.3 cleaning heating and ventilation systems in the Lessor's Building;
- 4.3.4 repair maintenance of the Premises and the Lessor's Building;

- 4.3.5 facilities and delivery and
- 4.3.6 use of cloak facilities;
- 4.3.7 provision of the Premises
- 4.3.8 provision of and cold water
- 4.3.9 <<insert details>>
- 4.3.10 such further reasonably

5. [Termination rights]

- 5.1 The Licensors may terminate this 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 this Licence at any time [after <<insert date>>] by giving to the Licensors notice of termination (e.g. 4 weeks>> notice period to terminate licence
- 5.3 The Licensors may terminate this 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 this clause 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 this Licence shall arise solely by virtue of the provisions of the Landlord and Tenant (Covenants) Act 1995 and shall not be enforceable by any other means.
- 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 shall apply. The provisions contained in Section 196 of the Law of Property Act 1925 shall not apply to this Licence.

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

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