

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

(1) [<<Licensor's Name>>, a company registered in the <<country>> of Incorporation of Licensor's <<Company Name>> under number <<Licence Number>> whose registered office is at <<Licensor's Address>> (hereinafter known as the 'Licensor') and]

**OR** [<<Licensor's Name>> of <<Licence Number>> (hereinafter known as the 'Licensor') and]

[(2) <<Charity's Name>>, a charity registered in England under no. <<Company Registration Number>> (<<Charity's Name>> is a registered charity no: <<Charity's Commission Number>>) whose registered office is at <<Charity's Address>> (hereinafter known as the 'Charity')]

**OR**

[(2) The trustees (namely <<Insert Name of Trustees>> (see <<insert date>>) of the charitable [trust] [unincorporated association] known as <<Charity's Name>> [a registered charity no: <<insert Charity Commission number>>] (England <<Charity's Address>> (hereinafter known as the 'Charity'))]

**OR**

[(2) <<Charity's Name>>, a charity registered in England under no. <<Company Registration Number>> (<<Charity's Name>> is a registered charity no: <<Charity's Commission Number>>) whose registered office is at <<Charity's Address>> (hereinafter known as the 'Charity'))]

**1. Definitions and Interpretation**

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

'Licence Fee'	means the fee payable by the Licensee to the Licensor exclusive of value added tax;
'Licence Period'	[means the period from <<insert date>> (inclusive)] <b>OR</b> [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 hours>>;
'Permitted Use'	means the use of the Premises for the purposes of <<insert purpose>>;
'Premises'	means the premises (including all fixtures and fittings forming part of the premises) <<insert address>> [shown for identification only and referred to in this agreement] [including all fixtures and fittings forming part of the premises with the schedule attached] [including all fixtures and fittings forming part of the premises at <<insert address>>].

**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 this licence by giving the other at least <<insert notice period>> notice in writing. The licence shall take effect at the end of the <<insert notice period>> notice.

- 2.3 The Licensor may exercise the right to terminate this Licence with immediate effect by giving the Licensee notice in writing if the Licensee is in breach of any of its obligations in clause 2.1.
- 2.4 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 from and including the first day of [first 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 within 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 [such consent may be reasonably refused or delayed];
  - 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 maintain the Premises in repair and tidy and make good any damage caused.
- 3.4 If the Licence Fee is not paid in full by the end of the term of the Licence fee is allowed to be charged as a debt (whether formally demanded or not) the Licensee must pay interest on outstanding payments from the date of payment on outstanding payments for the time being unpaid or not paid in full until the date on which payment is made.
- 3.5 The Licensee shall indemnify the Licensor against all claims, damages, costs and expenses (including wages, charges assessments impositions rates (including water rates and outgoings whatsoever elementary parochial local or of any other description) which may be levied or imposed upon the Premises or the owner or occupier of the Premises existing or novel nature.
- 3.6 The Licensee shall indemnify the Licensor against all charges incurred relating to water supply electricity 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 or relevant to the Licensor's interest in the Premises all notices and other correspondence received at the Premises.
- 3.8 The Licensee shall permit the Licensor (and all others authorised by the Licensor) to enter the Premises at any reasonable time for the purpose of ascertaining whether the Licensee is complying with the terms of the Licence and for any other purpose in connection with the Licensor's interest in the Premises.
- 3.9 At the end of the term of the Licence the Licensee shall vacate the Premises

remove all items belonging to the Licensee and return possession to the Licensor.

#### 4. Licensor's Covenants

- 4.1 The Licensor shall provide the following services and the cost of providing such services is included in the Rent:
- 4.1.1 heating light and power to the Premises;
  - 4.1.2 cleaning of the Premises outside hours;
  - 4.1.3 maintenance and repairs to the Premises;
  - 4.1.4 maintenance and repairs to the common parts of the building;
  - 4.1.5 cleaning heating and ventilation common parts;
  - 4.1.6 shared toilet and shower facilities;
  - 4.1.7 furniture furniture suitable for a high class office suite;
  - 4.1.8 shared equipment including scanning printing facsimile and telephone;
  - 4.1.9 broadband internet access;
  - 4.1.10 extension telephone lines;
  - 4.1.11 the services of a security guard or nightman;
  - 4.1.12 <<insert any other services>>
- 4.2 The Licensor shall provide (its employees and visitors) access to and egress from the common parts of the building (if applicable).

#### 5. General

- 5.1 The parties agree that this licence is granted in full and no party to this licence has no right to claim any rights (Rights of Third Parties) Act 1999 to enforce any terms of this licence.
- 5.2 All notices given under this licence shall be in writing and for the purpose of service the provisions contained in Section 196 of the Law of Property Act 1925 shall apply to this licence.

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

Signed by <<Name of Charity Trustee>> Charity Trustee

Note: Also add full name(s) of any further trustees for and on behalf of the Licensee