

LICENCE dated the << >> day of << >>

BETWEEN

Licensor: <<Licensor's name>> of <<Licensor's address>>

Licensee: <<Licensee's name>> of <<Licensee's address>>

DEFINITIONS

Premises: The garage <<Address>> <<Address>> <<Address>>

Licence Period: A period of << >> days commencing on << >> day of << >> 20<< >>

Licence Fee: £<< >> per << >> month payable in advance on the << >> day of << >> Licence Period

1. GRANT OF LICENCE

- 1.1 The Licensor permits the Licensee to use the Premises for the Licence Period on payment of the Licence Fee.
- 1.2 The Licensee (in conjunction with his family and others) is also entitled to use the Premises (including <<e.g. the access to the Premises>> <<Address>> in order to gain access to and egress from the Premises) subject to any reasonable regulations made by the Licensor.
- 1.3 The Licensor may by notice in writing require the Licensee to use the Premises for a period of at least <<insert notice period e.g. 2 weeks>> notice requirement or to use the alternative premises (which are located <<Address>> out of the Premises).
- 1.4 This licence is personal to the Licensee and may not be transferred.

2. THE LICENSEE'S COVENANTS

The Licensee agrees with the Licensor that:

2.1 **Licence Fee and costs**

- 2.1.1 To pay the Licence Fee on the Due Date without deduction or set off and to provide receipts to the Licensee in writing by the Licensor.
- 2.1.2 If any Licence Fee is not paid when it becomes due (whether formally demanded or not) then the Licensee shall pay interest at the rate of Barclays Bank plc (or any bank which succeeds to the rate of Barclays Bank plc) on the Licence Fee so far as it remains in arrears for 7 days after the Due Date (whether formally demanded or not) at 2% above the base rate of Barclays Bank plc.

2.2 **Repair and maintenance**

- 2.2.1 To use the Premises in a reasonable and careful manner and not allow the Premises to become damaged or to fall into disrepair and to keep the Premises in good and clean condition.

S

2.2.2 To make good any damage to the Premises (including the Licensors' fixtures and fittings) caused to any other Premises owned by the Licensors through the use of the Premises;

- a) any damage caused by the Licensee or any other person in breach of the terms set out in this Agreement;
- b) any damage caused by the negligence of the Licensee or any other person in breach of the terms of the Licensee's permission.

2.2.3 Not to damage any electrical wiring, conduits, fittings or appliances within or outside the Premises.

2.2.4 To give the Licensors notice of any damage, destruction, loss or other matter caused as soon as it comes to the attention of the Licensee.

2.3 Access for Licensors

2.3.1 To allow the Licensors, with their necessary appliances, to enter the Premises at any reasonable time of day to inspect their condition and carry out any necessary repairs provided the Licensee (with regard to the work to be undertaken) does not unreasonably interfere with or obstruct any such persons.

2.3.2 In cases of emergency, the Licensors or anyone with the authority of the Licensors may enter the Premises at any time and without notice.

2.3.3 During the Licence Period to allow the Licensors to enter the Premises and/or their agents to inspect the Premises at any reasonable times of the day and subject to the terms of this Agreement.

2.3.4 To allow the Licensors or their agent access to inspect the Premises by means of a meter at quarterly intervals throughout the Licence Period.

2.4 Use of the Premises

2.4.1 To use the Premises for the parking of domestic vehicles or for the storage of tools or for such other purposes as may be agreed in writing between the Licensee and the Licensors.

2.4.2 Not to carry out any trade or business at the Premises.

2.4.3 Not to do anything which may be a nuisance to or cause damage to the Premises, the Licensors or the tenants or occupiers of the Premises.

2.4.4 Not to use the Premises for any illegal or immoral purposes.

2.4.5 Not to use the Premises for any purpose which contravenes a restriction (including a restriction in a superior leasehold) title which the Licensors have in their attention.

2.4.6 Not to cause or allow to be collected in or on the Premises any flammable or inflammable substance to the extent necessary from those needed in connection with the use of the Premises.

2.4.7 Not to display anything on the Premises which is visible from outside the Premises.

A

M

P

L

E

S

2.4.8 To comply with the Licensee's obligations affecting the Premises which shall be brought to the Licensee's attention.

2.4.9 Not to part with possession or occupation of the Premises or any part of them.

2.4.10 Not to do any act which may make void or voidable any policy of insurance which may cause an increased premium to be payable to the Licensor on demand all sums from the Licensee of increased premiums and all expenses in relation to any renewal of such policy made by the Licensee of this sub-clause.

2.4.11 Not to make, install, replace or alter any locks on the Premises without the previous written consent of the Licensor (except in emergency) and the Licensee shall at the time of keys to the new locks shall at the time of keys to the Licensor or the Licensor's agent.

2.4.12 Not to alter the appearance structure exterior or interior of the Premises.

2.4.13 Not to alter, damage or destroy the walls or damage the floors, wiring pipes and not to alter or extend any electrical wiring or installation on the Premises.

2.5 **End of the Licence**

2.5.1 At the end of the Licence Period the Licensee shall remove the Licensee's belongings from the Premises clean and tidy so that they are ready for occupation.

2.5.2 To hand over all keys to the Premises at the last day of the Licence Period all the Licensee fails to comply with this sub-clause the Licensor shall have the right to change all locks to the Premises at the Licensee's expense.

2.5.3 If the Licensee fails to remove the Licensee's belongings from the Premises at the end of the Licence Period:

a) if the Licensee fails to remove the Licensee's belongings from the Premises at the end of the Licence Period the Licensor shall have the right to re-letting the Premises at the rate equal to the Licensee shall have removed all such items.

b) if the Licensee fails to remove the Licensee's belongings from the Premises at the end of the Licence Period the Licensor shall have the right to remove the goods in a reasonable time and the Licensee shall be liable to pay the Licensor for all reasonable removal and/or storage or disposal of the goods.

2.6 **Licensor's costs**

2.6.1 To indemnify the Licensor for all reasonable costs and expenses arising from the Licensee's breach of this Agreement by the Licensee.

2.6.2 To indemnify the Licensor for all reasonable costs and expenses incurred by the Licensor in connection with this Agreement against the Licensee.

A

M

P

L

E

S

3. THE LICENSOR'S OBLIGATIONS

The Licensor agrees to allow the Licensee to use the Premises on the terms set out in this Agreement without the Licensee complying with the terms of this Agreement.

the Premises on the terms set out in this Agreement without the Licensee complying with the terms of this Agreement.

4. TERMINATION

4.1 If the Licence Fee is overdue or if there has been a substantial breach of the Licensee's obligations in this Agreement the Licensor may terminate the Agreement with immediate effect. The other provisions of this Agreement shall remain in force.

overdue or if there has been a substantial breach of the Licensee's obligations in this Agreement the Licensor may terminate the Agreement with immediate effect. The other provisions of this Agreement shall remain in force.

4.2 [Either party may give the other party 6 months prior written notice at any time to terminate the Agreement provided that such notice must not expire before the Licence Period.]

months prior written notice at any time to terminate the Agreement provided that such notice must not expire before the Licence Period.]

5. INTERPRETATION

5.1 Any obligation on the Licensee to do an act or thing includes an obligation to ensure that another person does such act or thing.

Agreement not to do an act or thing which requires another person to do such act or thing.

5.2 Whenever there is a joint obligation on the Licensee comprising the Licensor or the Licensee their obligations shall be enforceable against all of them jointly and severally.

joint obligation comprising the Licensor or the Licensee shall be enforceable against all of them jointly and severally.

5.3 This Agreement shall be enforceable by any person under the Contracts (Rights of Third Parties) Act 1999.

that this Agreement should be enforceable by any person under the Contracts (Rights of Third Parties) Act 1999.

5.4 An obligation in this Agreement to pay Value Added Tax includes an obligation to pay such tax to the relevant tax authority.

any obligation to pay Value Added Tax includes an obligation to pay such tax to the relevant tax authority.

SIGNED by
<<Name of Licensor>>
Licensor

SIGNED by
<<Name of Licensee>>
Licensee(s)

A

M

P

L

E