

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 car park
<<Address>>
<<Address>>
<<Address>>

Licence Period: A period of << >> day of << >> 20<< >>

[Permitted Hours: <<insert permitted hours>> 8am to 6pm Monday to Friday<>]

Licence Fee: £<< >> per month to be paid 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 [during the Permitted Hours] in return for payment of the Licence Fee.
- 1.2 The Licensee (in conjunction with other Licensees and others) is also entitled to use the Premises (and any other land owned or controlled by the Licensor and others) in order to gain access to and egress from the Premises to and from the Licensee's premises by any reasonable means subject to any reasonable regulations made by the Licensor.
- 1.3 The Licensor may be obliged to provide an alternative premises (which are no less convenient to the Licensee than the Premises) if the Premises are closed for at least <<insert notice period e.g. 2 weeks>> notice received in writing by the Licensee.
- 1.4 This licence is personal and may not be transferred.

2. THE LICENSEE'S OBLIGATIONS

The Licensee agrees with the Licensor that:

2.1 Licence Fee and charges

- 2.1.1 To pay the Licence Fee on the Due Date without deduction and in full unless agreed in writing by the Licensor to the Licensee in writing by the Licensor.
- 2.1.2 If any Licence Fee or other charge becomes due and is not paid or not paid in full within 7 days after the date of demand or the date of the Licensor's demand, the Licensee shall pay interest at the rate of Barclays Bank plc (or the rate of Barclays Bank plc) above the base rate of Barclays Bank plc.

2.2 Repair and maintenance

- 2.2.1 To use the Premises in a proper, safe and careful manner and not allow the Premises to become damaged or the Premises in good and clean condition.

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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 person acting in concert with the Licensee; or

b) any damage caused by the negligence of the Licensee or any person acting in concert with the Licensee, without the Licensee's permission.

2.2.3 To give the Licensee prompt 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, together with their necessary appliances, to enter the Premises at any reasonable time of the day to inspect their condition and state of repair and to 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 his or her premises to inspect and/or carry out any necessary repairs at any reasonable times of the day and subject to the Licensee's consent.

2.3.4 To allow the Licensors to enter the Premises by prior arrangement at regular 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 any other purpose permitted by the Licensors in writing.

2.4.2 [To use the Premises only during the Permitted Hours.]

2.4.3 Not to carry out any trade, business or profession at the Premises.

2.4.4 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.

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

2.4.6 Not to use the Premises in any way which contravenes a restriction (including a superior leasehold) title which the Licensors have brought to the Licensee's attention.

2.4.7 Not to cause or allow to be stored any dangerous or inflammable substance to the extent of those needed in connection with the use of the Premises.

2.4.8 Not to display anything on the Premises which is a nuisance or an eyesore or which is visible from outside the Premises.

2.4.9 To comply with any regulations affecting the Premises which are brought to the Licensee's attention.

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- 2.4.10 Not to part with or allow the occupation of the Premises or any part of them
- 2.4.11 Not to do anything 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 any policy of increased premiums and all expenses in relation to any renewal of such policy made of this sub-clause.
- 2.4.12 Not to alter the appearance of the Premises.

2.5 **End of the Licence**

- 2.5.1 At the end of the Licence the Licensee shall remove the Licensee's property from the Premises clean and tidy so that they are ready for occupation.
- 2.5.2 If the Licensee does not have been removed from the Premises at the end of the Licence period:
 - a) if the Licensee has caused any damage to the Premises the Licensee shall have removed all such items and shall be liable to the Licensor for the cost of repairs and damages at the rate equal to the rate of the Licensee shall have removed all such items
 - b) if the Licensee has not removed the goods in a reasonable time the Licensee shall be liable to remove the goods and the Licensee shall be liable to the Licensor for all reasonable expenses incurred by the Licensor for the 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 Licence agreement by the Licensee.
- 2.6.2 To indemnify the Licensor in respect of any costs incurred by the Licensee in connection with this Agreement against the Licensee.

3. **THE LICENSOR'S OBLIGATIONS**

- 3.1 The Licensor agrees to allow the Licensee to use the Premises on the terms set out in this Agreement subject to the Licensee complying with the terms of this Agreement.
- 3.2 If any keys or bars are provided to the Licensee in order to gain access to the Premises, the Licensor shall provide the Licensee with a key or the code (as the case may be) at the start of the Licence period and will provide the Licensee with a new key or code as soon as is reasonably practicable after any change of locks or code.

4. **TERMINATION**

- 4.1 If the Licence Fee is not paid when due or if there has been a substantial breach of any of the obligations in this Agreement the Licensor may terminate the Licence with immediate effect. The other provisions of this Agreement shall remain in force.
- 4.2 [Either party may give the other party 3 months prior written notice at any time to terminate the Licence.]

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time to terminate t
sooner than <<6>>

that such notice must not expire
the Licence Period.]

5. INTERPRETATION

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includes an obligati
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- 5.2 Whenever there is
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against each of the
- 5.3 The Licensor and
enforceable by any
Parties) Act 1999.
- 5.4 An obligation in thi
Value Added Tax in

reement not to do an act or thing
for another person to do such act or
n comprising the Licensor or the
ed against all of them jointly and
d that this Agreement should be
of the Contracts (Rights of Third
ney includes an obligation to pay

SIGNED by
<<Name of Licensor>>
Licensor

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

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