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| Dated [DATE] 20[ ] |
|  |
| Licence To Occupy  Relating To The Area Known As [PROPERTY ADDRESS/DESCRIPTION] |
|
| [LICENSOR]  and  [LICENSEE] |
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**LICENCE PARTICULARS**

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| **Date of Licence** | **[DATE] 2019** |
| **Start Date** | **[DATE] 2019** |
| **Licensor** | [COMPANY NAME] incorporated and registered in England Wales with company number NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]  **OR**  [NAME OF LICENSOR], trading as [TRADING NAME] of [LICENSOR’S ADDRESS]  **OR**  [NAME OF LICENSOR] of [LICENSOR’S ADDRESS] |
| **Licensee** | [COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]  **OR**  [NAME OF LICENSEE], trading as [TRADING NAME] of [LICENSEE’S ADDRESS]  **OR**  [NAME OF LICENSOR] of [LICENSOR’S ADDRESS] |
| **Building** | All the land and buildings known as [ADRESS OF BUILDING] or such reduced or extended area as the Licensor may from time to time designate as comprising the Building. |
| **Property** | All that property shown edged [COLOUR] on the plan attached to this licence being [PROPERTY DESCRIPTION]  **OR**  Any part or parts of the Building as stipulated by the Licensor from time to time at their absolute discretion by giving 14 days’ notice to the Licensee. |
| **Head Lease** | a head lease dated [DATE] and made between the (1) [LANDLORD] and (2) [TENANT]. |
| **Licence Period** | The period from and including the Date of Licence or the Start Date of the Licence (if later) until [DATE] or else the date on which this Licence is terminated in accordance with clause 4, whichever is the earlier. |
| **Licence Fee** | the sum of [SUM] per month all inclusive. |
| **Permitted Hours** | [DETAILS OF PERMITTED HOURS]  **OR**  Initially [DETAILS OF PERMITTED HOURS] or else any hours (falling within the Maximum Permitted Hours) as stipulated by the Licensor from time to time at their absolute discretion by giving [14] days’ notice to the Licensee. |
| **Maximum Permitted Hours** | The hours of [ to ] [ - ] inclusive |
| **Permitted Use** | [DETAILS OF USE] |

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**THIS LICENCE** is made on the date shown in the Licence Particulars (which are incorporated herein) between (1) the Licensor and (2) the Licensee WITNESSES as follows:

**Agreed Terms**

1. INTERPRETATION

In this Licence where the context so admits the words and expressions set out in the Licence Particulars shall have the meanings there set out and the following words and expressions shall mean:

* 1. Definitions:

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| **Common Parts** | such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor. |
| **Competent Authority** | any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers. |
| **Licence Fee** | as defined in the Licence Particulars. |
| **Licence Period** | as defined in the Licence Particulars. |
| **Maximum Permitted Hours**  **Necessary Consents** | the permitted hours defined in and allowed by the Lease.  all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use. |
| **Permitted Hours**  **Permitted Use** | as defined in the Licence Particulars.  as defined in the Licence Particulars. |
| **Property** | as defined in the Licence Particulars. |
| **Service Media** | all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media. |
| **VAT** | value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax. |
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* 1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.
  2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. The Schedule forms part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedule.
  4. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
  5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  6. A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
  7. Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
  8. A reference to **writing** or **written** excludes fax but includes e-mail.
  9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
  10. References to clauses and Schedules are to the clauses and Schedules of this Licence and references to paragraphs are to paragraphs of the relevant Schedule.
  11. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  12. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1. LICENCE TO OCCUPY
   1. Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Permitted Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule 1.
   2. The Licensee acknowledges that:
      1. the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence;
      2. the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
      3. the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
      4. without prejudice to its rights under clause 4, the Licensor shall be entitled at any time on giving not less than two weeks' notice to require the Licensee to transfer to alternative space elsewhere within the Building and the Licensee shall comply with such requirement.
2. LICENSEE'S OBLIGATIONS
   1. The Licensee agrees and undertakes:
      1. to pay to the Licensor:
         1. the Licence Fee payable without any deduction in advance on the first day of each month; and
         2. if demanded, a reasonable proportion of the service charge paid by the Licensor under the Lease, determined from time to time at the absolute discretion of the Licensor.
      2. to keep the Property clean, tidy and clear of rubbish;
      3. not to use the Property other than for the Permitted Use;
      4. not to make any alteration or addition whatsoever to the Property;
      5. not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Licensor;
      6. not to do or permit to be done on the Property anything which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;
      7. to ensure that the Property is left locked up and secured outside of the Permitted Hours (unless in use by the Landlord or other Licensees);
      8. not to cause or permit to be caused any damage to:
         1. the Property, Building or any neighbouring property; or
         2. any property of the owners or occupiers of the Property, Building or any neighbouring property;
      9. not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
      10. not to obstruct or block any fire escape routes or exits at the Property;
      11. not to register their business to the address of the Property;
      12. to use all reasonable endeavours to avoid excessive energy consumption costs in respect of the Licensee’s use of the Property;
      13. to ensure that all electrical equipment brought onto the Property has been appropriately tested by way of Portable Appliance Testing;
      14. not to apply for any planning permission in respect of the Property;
      15. not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time;
      16. to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
      17. to observe any rules and regulations laid down by the Licensor from time to time governing the Licensee's use of the Property, the Building and the Common Parts;
      18. to leave the Property in a clean and tidy condition, to return all keys for the Property, and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
      19. to take out Public Liability Insurance and any other insurance policies appropriate to the nature of the Licensees business, to cover the Permitted Use or operation as well as those required by law;
      20. to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
          1. this Licence;
          2. any breach of the Licensee's undertakings contained in clause 3; and/or
          3. the exercise of any rights given in clause 2;
      21. not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and
      22. to pay to the Licensor interest on the Licence Fee or other payments at the rate of 5% per cent per annum above the base rate of Barclays Bank plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this Licence within 7 days of the due date (whether formally demanded or not).
3. TERMINATION
   1. This Licence shall end on the earliest of:
      1. the date specified in the definition of Licence Period within the Licence Particulars; or
      2. the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations; or
      3. the expiry of not less than 2 weeks' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
   2. Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this Licence which existed at or before the date of termination.
4. NOTICES
   1. Any notice given under this Licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
      1. to the Licensor at the address given in the Licence Particulars; and
      2. to the Licensee at the address given in the Licence Particulars,

or as otherwise specified by the relevant party by notice in writing to each other party.

* 1. Any notice given in accordance with clause 5.1 will be deemed to have been received:
     1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
     2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
  2. A notice given under this Licence shall be validly given if sent by e-mail.
  3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1. NO WARRANTIES FOR USE OR CONDITION
   1. The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
   2. The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.
   3. The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this Licence as to any of the matters mentioned in clause 7.1 or clause 7.2.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
2. LIMITATION OF LICENSOR'S LIABILITY
   1. Subject to clause 8.2, the Licensor is not liable for:
      1. the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
      2. damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
      3. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
   2. Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:
      1. death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
      2. any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.
3. THIRD PARTY RIGHTS

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

1. GOVERNING LAW

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

1. JURISDICTION

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

**This agreement** has been entered into on the date stated at the beginning of it.

1. - Rights granted to Licensee

The right for the Licensee to use during the Permitted Hours:

* + - * 1. Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose; and
        2. The Service Media serving the Property.

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| Signed for and on behalf of the Licensor |  | ……………….………….…….…. |
|  |  | Licensor |
| Signed for and on behalf of the Licensee |  | ……………….………….…….…. |
|  |  | Licensee |
|  |  |  |