

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 <<Licensor's Registration 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 <<Licensee's Registration 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.

'Common Parts'	means the common parts of the Licensor's Building and any other property owned by the Licensor which are shown edged yellow on the plan attached to this agreement which are provided for shared use by the Licensor's Building and all persons authorised by them;
'Licence Fee'	means the fee payable per month exclusive of value added tax;
'Licence Period'	means the period from <<insert date>> (inclusive);
'Licensor's Building'	means the building owned by the Licensor [shown for identification only on the plan attached to this agreement] of which the Premises form part;
'Permitted Hours'	means the hours of use e.g. 8am to 11pm Monday to Saturday;
'Permitted Use'	means the use of the Premises as a back bar or café for the sale of food and drink for consumption on the Premises;
'Premises'	means the part of the Licensor's Building [shown for identification only edged red on the plan attached to this agreement] including all fixtures and fittings in relation to the Premises [shown attached].

2. Grant of licence

2.1 The Licensor permits the Licensee to occupy the Premises for the Licence Period for the Permitted Use.

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- 3.11 The Licensee shall (together with all others authorised by the Licensor) to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of the Licence are being complied with and for any other purpose in the Licensor's interest in the Premises.
- 3.12 At the end of the Licence term the Licensee shall vacate the Premises and remove all items belonging to the Licensee from the Premises and return possession to the Licensor.

4. Licensor's covenants

- 4.1 The Licensor shall allow the Licensee (together with its employees and visitors) access to and egress from the Premises and the Common Parts.
- 4.2 [The Licensor shall allow the Licensee (together with its employees and visitors) to use the lavatories and washbasins in the Common Parts [during the Permitted Hours] (if applicable)]
- 4.3 [The Licensor shall pay the cost of any such services and the cost of providing such services is included in the Licence Fee.]

OR

- [The Licensor shall provide the following services and the cost of providing such services is included in the Licence Fee:]
- 4.3.1 heating light and power in the Premises;
 - 4.3.2 cleaning of the Premises when the Licensor's Building is closed;
 - 4.3.3 repair maintenance of the Premises;
 - 4.3.4 cleaning heating and ventilation of the Common Parts;
 - 4.3.5 repair maintenance of the Common Parts;
 - 4.3.6 facilities and delivery and collection of goods from the Premises for stock;
 - 4.3.7 use of cloakroom and cold water and hand drying facilities;
 - 4.3.8 maintenance of all (if any) open and landscaped areas within the Premises;
 - 4.3.9 provision of storage of refuse originating on the Premises and collected by the Local Authority;
 - 4.3.10 provision of central heating and a supply of hot and cold water in the Licensor's Building;
 - 4.3.11 controlling car and cycle parking on those areas of the Common Parts;
 - 4.3.12 <<insert details of services to be provided by the Licensor>>;
 - 4.3.13 such further services as the Licensor may from time to time consider to be in the best interests of good estate management.]

5. [Termination rights]

- 5.1 The Licensor may terminate the 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 Licensor a written notice (e.g. 4 weeks>> notice period to terminate licence
- 5.3 The Licensor may terminate this Licence at any time with immediate effect by giving the Licensee a written notice 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 its obligations and provisions of this Licence.]

6. General

- 6.1 The parties agree that no party to this Licence has no right to rely on the provisions of the (Consumer Rights of Third Parties) Act 1999 to enforce any terms of this Licence.
- 6.2 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>> for and on behalf of the Licensee