

# LICENCE AGREEMENT

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DATE **DD MM YYYY**

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## THE PARTIES

- (1) **LANDLORD** of The Flat, Woodhill Street, Bury, BL8 1AT  
(2) **TENANT** of **ADDRESS** ("The Licensee")
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## THE LICENCE AREA

The Office Unit(s) Numbered **UNIT NUMBER** in **UNIT ADDRESS**

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## THE LICENCE PERIOD

Start Date:

**PERIOD OF 12 MONTHS** from the date hereof and thereafter from month to month until determined by not less than one month's notice expiring at any time given by either party to the other at their respective address appearing above.

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## THE ACTIVITY

The activity of the Licensee for the sole purpose of which this Licence is granted is

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.....**USE OF SPACE**.....

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## THE LICENCE FEE

- (a) Initially a rental **£ RENTAL AMOUNT** per calendar month or proportionately for any part of a month.

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**THE DEPOSIT**

The Licensee shall on the signing of the Licence pay to the Landlord the sum of **£DEPOSIT** as a deposit to be held by the Red Frog Property Group during the continuance of this Licence.

Such sum shall be returnable (without interest) on the termination of this Licence after any deduction for damage to the Licence Area or the Centre or the furniture services fittings and fixtures therein or for arrears of Licence Fee or any other charges sums or valid claims of the Landlord against the Licence

By this Agreement made between the parties the Licensee is hereby permitted to use the Licence Area for the purpose of the Activity and for the Licence Period and subject to the payment by the Licensee of the Licence Fee and the Deposit and other charges or sums hereby agreed to be paid by the Licensee and with the benefit of and subject to the Terms and Conditions

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AS WITNESS the hands of the parties or their duly authorised representatives on the Licence Date:

**SIGNED for and on behalf**

of the Licensor

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..... **DATE:** .....

**SIGNED by or for and on**

Behalf of the Licensee

}

..... **DATE:** .....

## THE SCHEDULE

### TERMS AND CONDITIONS

- 1) The Licensee shall use the Licence Area solely for the purposes of an office in connection with the Activity
- 2) The Licensee shall accept full liability for him/herself and any of his/her visitors business associates officers or employees in respect of the use of the Licence Area.
- 3) The Licensee shall at all times keep the Licence Area adjoining areas and common facilities in a clean neat and tidy condition and free from any obstruction or fire or health hazard and shall as often as occasion shall require cause all waste and refuse at the Licence Area to be removed and neatly deposited in the waste or refuse collection areas from time to time designated by Red Frog Property Group.
- 4) The Licensee shall not cause any damage nuisance inconvenience or annoyance to other Licensees or occupiers or to any staff employed therein
- 5) The Licensee shall not make any alterations or additions to the Licence Area or any fixtures and fittings or services therein and shall not overload the floor of or the services supplied to the Licence Area nor introduce any heavy article plant machinery or equipment or any supplementary form of heating into the Licence Area without the prior written consent of the nor shall the Licensee hang or suspend any object or thing on or from the partition walls roof or ceiling of the Licence Area nor store any object or thing in any roof space
- 6) The Licensee shall not use the Licence Area in such a way whereby any insurance effected in respect of the Licence Area or the insurance premium increased or whereby the efficient and harmonious operation of the property or its reputation is impaired
- 7) The Licensee shall keep the interior of the Licence Area the fixture fittings services and decoration therein and the door window frames windows and other glass in as good repair and condition as at the commencement of this Licence
- 8) The Licensee shall at his own expense obtain all necessary statutory Local Authority fire and other consents permissions or Licenses for this use of the Licence Area and confirm with all statutory Local Authority fire and other rules and regulations pertaining to the Licensee's particular use of the Licence Area and shall indemnify the Landlord against any breaches claims or demands in respect thereof AND in particular the Licensee shall be solely responsible for the safety within the Licence Area of all equipment plant machinery activities and processes carried out therein and for all obligations under legislation relating to the health and safety of the Licensee the Licensee's employees or visitors
- 9) The Landlord grants to the Licensee foot access and egress to and from the Licence Area from the main entrance and car park and have use of the toilet facilities within the buildings, fire exits shall not be used except in case of emergency and shall not be blocked or obstructed
- 10) Red Frog Property Group shall provide keys to the Licensee for the Licence Area which keys shall immediately be returned on demand or determination of this Licence to Red Frog Property Group for the time being and a duplicate set of keys is retained.
- 11) The Licensee shall not bring any noxious inflammable explosive dangerous or radio-active substances in or on the Licence Area or unless specifically authorised by Red Frog Property Group in its absolute discretion in writing and shall comply strictly with any special conditions or restrictions imposed by such written authority in addition to the general terms and conditions of this Licence nor shall the Licensee cause damage to the drains of the property by the use of obstructive corrosive polluting or other harmful substances

- 12) The Licensee shall observe and perform and shall cause all employees servants agents invitees and staff to observe and perform the terms and conditions herein set forth and all the conditions instructions rules and regulations prescribed from time to time by the Landlord for the time being for the management and control of the Licence Area of the Licensees activities in it, which conditions instructions rules and regulations shall be displayed in prominent positions within the property.
- 13) The Licensee shall be responsible for insuring the Licensee's own property fixtures and fittings effects and business risks NOTWITHSTANDING and in addition to such insurance the Licensee shall keep the Licence Area and all parts of the property that is used by the Licensee insured against loss or damage and such other risks as is prudent to insure against and including any third party liability insurance of a sum of at least Five Million Pounds (£5,000,000) in respect of any third party or other claims against both the Licensee and the Landlord howsoever arising
- 14) The Licensee shall indemnify and keep the Landlord indemnified from and against all actions proceedings costs claims charges liabilities damages and demands however arising whether by the Licensee or the Landlord or third parties in respect of any damage or liability caused by or arising from the use by the Licensee or the Licensee's servants employees agents or invitees of the Licence Area and shall provide evidence satisfactory to the Landlord of insurance which is effective to cover such risks
- 15) The Licensee shall notify the Red Frog Property Group promptly of any defect or disrepair of the property the Licence Area or any fixtures and fittings and services therein
- 16) On the termination or determination of this Licence for whatsoever reason the Licensee shall immediately vacate the Licence Area and leave the same and the fixtures fittings and service equipment therein in as good clean and tidy condition as at the commencement of this Licence and shall immediately remove therefrom any temporary fittings equipment possessions and stock belonging to or used by the Licensee any temporary fittings equipment possessions and stock not removed by the Licensee on vacating shall become the property of the Landlord who may deal with them as it sees fit and any costs incurred by the Landlord in cleaning repairing removing of goods left in the Licence Area or any other cost due to the actions or neglect by the Licensee shall be recharged to the Licensee
- 17) The Company may by notice to the Licensee in writing terminate this Licence forthwith in the event of any contravention by the Licensee of any term of this Licence or of any instruction condition rule or regulation for the management and control of the Licence Area the activities of the Licensee in it for the time being but such termination will not prevent the Landlord from taking action to recover any arrears of Licence Fee for or other charges or sums due hereunder
- 18) The Landlord agrees to provide a periodic certificate of Licence Fees paid if so required by the Licensee
- 19) Red Frog Property Group shall provide such services as displayed and may provide additional services at the request of the Licensee and the Licensee shall pay the appropriate charges for the same respectively and the Licensee shall also pay to the landlord or his/her representative promptly on demand the cost of any gas water telephone or electricity services used by the Licensee for security or safety equipment and any other charges or sums attributable to the use of the Licence Area
- 20) The Licensee shall not reside or sleep in the License Area nor cause suffer or permit any person or persons to reside or sleep in the Licence Area nor shall the Licensee exhibit any notices signs placards bills or any other advertising materials upon any part of the Licence Area unless specific consent has been given by Red Frog Property Group.
- 21) The Landlord shall not be liable to the Licensee or any person exercising the rights granted herein for any personal injury damage loss or inconvenience howsoever or wheresoever caused to the Licensee or them or to any goods or chattels brought by any person upon the

Licence Area it being the intention of and agreed between the parties hereto that the Licensee and any other person exercising the rights at the invitation of the Licensee and accordingly the Licensee agrees to indemnify the Landlord against all claims (as hereinafter defined) by any lawful visitor to the Licence Area who shall have entered thereon for the purpose (in whole or part) of lawfully visiting the Licensee or who shall have entered thereon with permission of the Licensee and the Licensee shall provide evidence satisfactory to the Landlord of Insurance which is effective to cover such risks

- 22) By "claims" as referred to in the preceding sub-clause is meant a claim in respect of the condition or state of the Licence Area or by fire structural damage or failure water damage accident or other cause or for the breach of the statutory common duty of care or for the negligence of the Landlord or those for whose negligence the Landlord could or might otherwise be responsible
- 23) In this Licence where the context so admits :-
  - (a) Words importing the singular number only include the plural number and words importing the masculine gender only shall include the feminine and the neuter genders and vice versa
  - (b) Where there are two or more persons included in the expression "the Licensee" agreements or conditions expressed to be made or met by the Licensee shall be deemed to be made by such persons jointly and severally
- 24) The provisions with regard to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to this Licence as if incorporated herein and as if the Landlord was a lessor and the Licensee was a lessee
- 25) The benefit of the Licence is personal to the Licensee only and shall not in any circumstances be transferred or sub-licensed in whole or part to any other party or person nor shall the Licensee share or grant any rights in or over the Licence Area or The property
- 26) This Licence does not confer any licence or other interest upon the Licensee other than a bare Licence and possession of the Licence Area is retained by the Landlord subject to the rights hereinbefore granted to the Licensee and the Licensee shall not interfere with the Landlord's right of possession and control of the Licence Area and The property the Licensee hereby acknowledges that the Landlord and the Red Frog Property Group for the time being and their respective agents servants and employees have unrestricted right of access at all times to the Licence Area for any purpose and that the Licensee or any one or more of them shall not be refused such access at any time by the Licensee
- 27) The approved hours of opening of the property shall be set from time to time by the Landlord and indicated in the management conditions rules instructions and regulations referred to in Clause 12 hereof BUT The property may be closed by the Landlord or the Red Frog Property Group for the time being at any time and for any period in their absolute discretion
- 28) The Landlord shall be entitled on the First day of April in each year to alter the Licence Fee subject to the Landlord giving the Licensee one month's prior written notice
- 29) The Licensee shall pay an administration fee of Ten Pounds and interest at the rate of 4% above Barclays Bank Base Lending Rate from time to time in respect of any Licence Fee service charge or other charge or sum due hereunder (or any part thereof respectively) which remains unpaid after the due payment date or demand from such due payment date or demand until actual payment is made
- 30) The Licensee shall cease to employ any person at the Licence Area whose conduct has proved detrimental to the standing and good orderly functioning of The property or to the safety or wellbeing of other occupiers of or visitors to staff or employees in The property
- 31) The Landlord shall take reasonable precautions (but expressly without liability therefore) against theft and damage in respect of The property but excluding the Licence Area and the contents thereof

- 32) The Red Frog Property Group or Deputy may refuse access to The property by all or any invitee of the Licensee at any time or times in their sole discretion
- 33) The Licensee shall pay the reasonable legal and ancillary costs of the Landlord arising from this Licence Agreement

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