

DATED

LICENCE TO OCCUPY

RELATING TO **[PROPERTY]**

BETWEEN

G.S. JOINER AND SONS LIMITED / MAJORACRE LTD

AS LICENSOR

AND

[LICENSEE]

AS LICENSEE

THIS LICENCE is dated

PARTIES

(1) G.S. Joiner and Sons Limited (Company number: 00416064) / Majoracre Ltd (company number: 2002361) whose registered office is at 227 Sea Street, Herne Bay, Kent, CT6 8LF (“the Licensor”)

and

(2) (“the Licensee”)

1. Definitions and interpretation

1.1 In the Licence:

“Date of Entry” means

“Date of Termination” means the date upon which the Licence terminates;

“Interest” means interest on the sum in question at 4% per annum above the base rate from time to time of the Bank of England from the date that such sum is due for payment or, if there is no such date specified, the date of demand for such sum until such sum is paid;

“Late Payment Fee” means the charge made for late payment of monthly rental which is a minimum weekly charge till full payment received. This is £150.00 plus VAT (£180.00 Inclusive of VAT)

“Licence” means this licence to occupy the Property

“Licence Fee” means the sum of £ per week (exclusive) plus VAT. £ per calendar month inclusive of VAT;

“Parties” means the Licensors and the Licensees;

“Permitted Use” means

“Property” means

“As Let” means the property is let as a basic shell structure with main services connected, WC and Kitchenette facilities and basic internal lights.

“Working Day” means the days between and including Monday to Friday excluding UK Bank Holidays

1.2 In the Licence, unless otherwise specified or the context otherwise requires:

1.2.1 any reference to one gender includes all other genders;

1.2.2 words in the singular only include the plural and *vice versa*;

1.2.3 any reference to the whole is to be treated as including reference to any part of the whole;

1.2.4 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and *vice versa*;

1.2.5 any reference to a Clause, [Schedule or Part of the Schedule] is to the relevant Clause, [Schedule or Part of the Schedule] of [or to] the Licence;

- 1.2.6 any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision;
 - 1.2.7 any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;
 - 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
 - 1.2.9 where at any one time there are two or more persons included in the expression "Licensee" obligations contained in the Licence which are expressed to be made by the Licensee are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.
- 1.3 The headings in the Licence are included for convenience only and are to be ignored in construing the Licence.

2. **Licence**

- 2.1 Subject to due compliance by the Licensee with their obligations under the Licence, the Licensors will permit the Licensees to occupy and use the Property for the Permitted Use with all necessary non-exclusive rights of access to and egress from the Property.
- 2.2 The Licensee will occupy the Property as mere licensee only and acknowledge that possession of the Property is retained by the Licensor subject to the rights created by the Licence.
- 2.3 The Parties agree that the Licence is not a lease and does not confer any tenancy rights on the Licensee.

3. **Duration**

- 3.1 The Licence will commence on the Date of Entry and will continue for a period of 5 years or until terminated by either Party on delivering to the other Party not less than 3 / 6 months written notice to the effect that they are terminating the Licence at the expiry of the period specified in the notice.
- 3.2 At the Date of Termination, the Licensee will:
 - 3.2.1 remove from the Property with their whole equipment and other items, without the need for any notice from the Licensors, and
 - 3.2.2 leave the Property in a condition consistent with full compliance with their obligations under the Licence.

4. **Payments**

- 4.1 The Licensee will pay the Licence Fee to the Licensor by equal instalments in advance on the 1st Day of each month, the first payment being due on the in respect of the period from the Date of Entry to the next payment date, and monthly after that, by banker's order or regular payment to avoid a Late Payment Charge.
- 4.2 The Licensees will also pay for the duration of the Licence:
 - 4.2.1 all rates, taxes, buildings insurance, duties, levies, charges, assessments, utility charges, impositions and outgoings whatsoever imposed on or payable in respect of the Property or on its owner or occupier;
 - 4.2.2 all expenditure incurred by the Licensor in relation to services provided to such premises buildings, including maintenance, repair, renewal, cleaning, lighting,

decorating, security, compliance with statute, provision of electricity, water and other utilities, as applicable, and general management. These costs are included in the Licence Fee.

- 4.2.3 all costs incurred by the Licensor in procuring the remedy of any breach of any obligation of the Licensees under the Licence.
- 4.3 All sums payable under the Licence, including the Licence Fee, are exclusive of Value Added Tax, which, if payable, is payable in addition in return for a valid Value Added Tax invoice.
- 4.4 If:
 - 4.4.1 the Licence Fee is not paid on the due date, or first normal working day after if date falls at a weekend or public holiday; Then a Late Payment Charge will be due, or
 - 4.4.2 any other sums due by the Licensee are not paid within five Working Days after the due datethen the Licensee will pay to the Licensors Interest on the sum outstanding.

5. **Use**

- 5.1 The Licensee will use the Property for the Permitted Use and for no other purpose.
- 5.2 The Licensor gives no warranty that:
 - 5.2.1 the Permitted Use is or will remain the permitted use of the Property within the provisions of the planning or other relevant legislation from time to time.
- 5.3 The Licensee will not do or permit to be done upon or in connection with the Property anything which would be a legal nuisance or cause of damage to the Licensor or the other occupiers of any neighbouring premises or both.
- 5.4 The Licensee will comply with:
 - 5.4.1 all statutes, bye-laws and other regulations affecting the Property or the Licensee's use of the Property;
 - 5.4.2 all reasonable regulations which may be issued from time to time by the Licensor or their agents in relation to the Property, including in respect of health and safety, risk management and security.

6. **Indemnity and insurance**

- 6.1 The Licensee will indemnify and keep indemnified the Licensors on demand from all liability in respect of their use and occupation of the Property by the Licence.
- 6.2 The Licensees will take out insurance cover:

such as is necessary to give full indemnification to the Licensors in respect of the matters referred to at Clause 6.1; and to fully cover their business activities at the Property by the Licence.
- 6.3 The Licensees will not do anything which vitiates or makes void or voidable any insurance policy for the Property effected by the Licensors, or causes monies otherwise payable under such policy to be irrecoverable or refused or withheld, or an increased premium or loading to be payable in respect of such policy.
- 6.4 Should the use or non-use of the Property cause any increase in the cost of insuring any adjacent premises of the Licensors the Licensees will on demand from time to time pay to the Licensors the amount of any such increase.

7. **Alienation**

7.1 The Licence is personal to the Licensee and the Licensee will not (either wholly or partially) assign, sub-let, part with or share occupation, or permit its use as a residential property or otherwise deal in any way with their interest in the Licence.

7.2 The Licensor will be entitled to assign their interest under the Licence.

8. **Condition**

8.1 The Licensees accept the Property in an "As Let" condition as being fit in all respects for the Permitted Use.

8.1.1 The Licensees accept that all previous alterations to its "As Let" condition become their sole responsibility during the period of the Licence and they agree to maintain them in accordance with current legislation at all times.

8.1.2 The Licensees may remove, replace, up-grade any alterations to its "As Let" condition at any time following prior notice to the Licensor of their intention to do so, provided they do not negatively impact the EPC rating of the property.

8.2 The Licensee will:

8.2.1 At their own cost, repair and maintain the Property in good repair and condition so that it is at all times in at least such condition, and leave the Property in such condition at the Date of Termination;

8.2.2 Any replacement lighting shall be with suitable LED bulbs and any works shall not negatively impact the current EPC rating of the property.

all to the satisfaction of the Licensors (acting reasonably).

8.3 If the Licensee fails to carry out any works to the Property for which they are responsible in terms of the Licence after a written demand has been made by the Licensor, the Licensors may carry out such works (without prejudice to their other rights including their rights to terminate the Licence) and the Licensees will pay to the Licensor on demand the whole proper costs incurred by the Licensors in so doing, together with Interest.

8.4 The Licensor will maintain and repair the Building Structure (based on it's as let condition).

8.5 If the property contains asbestos cladding / materials then additional instructions are attached to this Licence regarding it condition / guidelines for alterations to the building in the areas it is contained.

9. **Alterations**

9.1 The Licensee will not carry out any alterations or additions to the Property without the prior written approval of the Licensor.

9.1.1 No alterations shall be undertaken that adversely affect the Energy Performance Certificate (EPC) rating of the Property.

9.2 To the extent requested by the Licensor, the Licensee will remove any alterations and additions carried out by them and reinstate the Property at the Date of Termination to the condition they were in before such alterations and/or additions were made.

10. **Access**

When taking access to the Property, the Licensor will, and will procure that any other parties exercising such rights of access will:

- 10.1 cause minimum interference reasonably practicable with the Licensee's use of the Property and
- 10.2 make good to the Licensee's satisfaction (acting reasonably) any damage caused to the Property and the Licensees' fixtures and fittings.

11. **Early termination**

If:

- 11.1 any sums due under the Licence (including the Licence Fee) or any part of them are not paid on the due dates, or
- 11.2 the Licensee fails to implement any of their other obligations under the Licence, or
- 11.3 the Licensee:
- 11.3.1 go into liquidation, receivership or administration, sign a trust deed for creditors, are sequestrated or enter into a voluntary arrangement, become insolvent or apparently insolvent or are wound up or dissolved

then, in each case, the Licensor may, at its option, at any time by notice in writing to the Licensees terminate the Licence with immediate effect or, from the date specified in the notice, but reserving to the Licensor its right of action in respect of any antecedent breach of the Licensee's obligations.

12. **Notices**

- 12.1 Any notice, demand, request or certificate required under the Licence must be in writing and may be delivered personally, by email, or sent by post to the relevant Party using the relevant details specified in Clause 12.2. and will be deemed to be received if delivered personally, (with proof of delivery) at the time of delivery or if sent by recorded delivery post, 48 hours after the date of posting.
- 12.2 The details referred to in Clause 12.1 are:

Licensor

G.S. Joiner and Sons Limited / Majoracre Ltd, 227 Sea Street, Herne Bay, Kent, CT6 8LF

For the attention of: Mr. David Mann Property Manager. email: info@joinerholdings.co.uk

Licensee

[Name]

[Address]

For the attention of: []; email:

or such other address[,email address] or person as may be notified in writing from time to time by the relevant Party to the other Party for the purposes of this Clause.

13. **No Liability**

The Licensor is not liable to the Licensees for any loss, injury or damage which the Licensee may sustain from a deficiency in any part of the Property or the death of or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensees in the exercise or purported exercise of the rights conferred on the Licensees under the Licence.

14. Formal Documentation

- 14.1 Neither the Licensees nor the Licensors will be bound by any other document (including all forms of correspondence and electronic documents) purporting to form part of the Licence or any amendment or variation of the Licence unless it is duly executed.
- 14.2 The Licence represents the entire agreement between the Parties relating to the licence of the Property and supersedes any previous agreements between the Parties relating to it. Neither of the Parties has been induced to enter into the Licence on account of any prior warranties or representations made which are not embodied in the Licence and no representation, warranty or undertaking of any description in respect of the Property, whether in relation to title, state of repair, compliance with statutes or other matters, the existence of local authority or other proposals or orders, or otherwise, is given in the Licence except insofar (if at all) as expressly stated in the Licence.

15. Costs

- 15.1 Each of the Parties will bear their own costs and expenses in connection with the preparation and completion of the Licence.

16. Governing Law and Jurisdiction

- 16.1 This Licence and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 16.2 The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

17. Data Protection

- 17.1 Any data collected by GS Joiner & Sons Ltd / Majoracre Ltd in the preparation, issuing and performance of the Licence is held in accordance with its Data Protection Policy, a copy of which is attached to this Licence and available on our website at www.joinerholdings.co.uk

18. Residency & Work Permits

- 18.1 The Licensee, upon signing of this Licence, acknowledges that they are in full possession of all relevant Residency and Work Permits required to allow them to reside and work in the United Kingdom and can provide copies of relevant documents to confirm this if requested at any time by the Licensor or statutory authorities.
- 18.2 The Licensee further confirms that any persons employed by them at the property are also in possession of relevant Residency and Work Permits, if required, and that copies are retained on file for inspection if required at any time by the relevant authorities.

Signed by Licensor

David Mann – Property Manager

Signed by Licensee

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Signed by Licensee

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