

THIS LICENSE is made this day
BETWEEN

of

(hereinafter referred to as the Licensor) of the one part

and

of

(hereinafter referred to as the Licensee) of the other part.

WHEREAS The Licensor is the freeholder in possession of (inter alia) premises at Poulton Business Park, Lancashire.

AND WHEREAS it has been agreed between the parties here to that these presents shall be entered into upon the terms and conditions hereinafter contained purely as a temporary measure and as a personal privilege to the Licensee without giving the Licensee any interest in the said premises.

NOW THIS DEED WITNESSETH as follows:-

1. THE LICENSOR hereby grants LEAVE LICENSE AND AUTHORITY to the Licensee as from _____ to _____ to enter upon and use ALL THOSE premises situate at _____

and the Licensee shall pay to the Licensor on the signing hereof the sum of _____ in respect of such period.

2. THE LICENSEE shall at all times during the subsistence of this License pay the cost of all gas electricity and fuel consumed by the Licensee in or in connection with the premises and also the cost of reconnecting such services if necessary.

3. THE LICENSEE shall not hold any sales by auction or make any alterations in or to the premises during the subsistence of the License.

4. THE LICENSEE hereby covenants with the Licensor to the satisfaction of the Licensor to keep and maintain the premises and the fixtures and appointments in the premises in a good state of repair and condition during the subsistence of this License and to leave the premises in such condition when the Licensee ceases to use the same on the determination of this License and also make good any damage occasioned to the premises by any act or omission of the Licensee.

5. IT IS HEREBY AGREED that this License shall be purely personal to the Licensee who shall not be at liberty in any event to assign or otherwise deal with the same by way of gift mortgage or otherwise.

6. IT IS FURTHER AGREED that the Licensee shall not be entitled to the exclusive possession of the premises during the subsistence of this License as the Licensor shall not be entitled at any time at their absolute and uncontrolled discretion also to enter upon and use the whole or any part of the premises for there own purpose.

7. NOTWITHSTANDING anything in this License contained or any law or rule of equity or custom or usage to the contrary IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that the entry upon and use of the premises by the Licensee by virtue of these presents shall not create any tenancy thereof or agreement therefore as between the parties hereto or otherwise give the Licensee any estate or interest in the premises other than that of Licensee or in any way whatsoever entitle the Licensee to any compensation of any kind when the Licensee ceases to use the premises on the determination of these presents whether under the provisions of the Landlord and Tenant Act 1954 or any other statute or otherwise.

8. IT IS FURTHER AGREED AND DECLARED by and between the Licensor and the Licensee notwithstanding as aforesaid as mentioned in the preceding clause that this License may at the time be revoked and determined forthwith by the Licensor at the will of the Licensor upon the failure by the Licensee to fulfill all of any of the obligations on the part of the Licensee herein contained.

9. THE LICENSEE shall be responsible for and pay all legal costs and disbursements of both parties hereto in connection with the preparation of this license in duplicate.

10. THE LICENSEE shall be responsible for and pay all existing and future rates and outgoings imposed or charged upon the premises during the subsistence of this License and shall indemnify and keep indemnified the Licensor from and against all liability in respect thereof.

11. THE LICENSEE hereby COVENANTS with the LICENSOR to pay such sum as shall be certified by the Licensor as the premium or premiums or the fair proportion thereof applicable to the premises expended but the Licensor in insuring the premises against loss or damage by fire and other normal comprehensive risk or risks in respect of which the Licensor shall in its absolute discretion from time to time insure against in a sum not less than the full reinstatement value thereof.

12. IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto that notwithstanding anything in these presents hereinbefore contained or any law or rule of equity or custom or usage to the contrary these presents merely constitute permission to the Licensee to utilise the premises for use of car repairs and mechanics workshop but without giving the Licensee the exclusive possession thereof and the Licensee shall not use the premises for residential purposes.

13. IN the event of any dispute or difference arising between the parties hereto as to the construction of these presents or as to any other matter in anywise arising out of or connected with the subject matter hereof the same shall be referred to the arbitration or decision of an independent arbitrator to be appointed as the parties hereto may agree or failing such agreement to be appointed by the President for the time being of the Law Society (these presents being deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950 to the time being in force) AND IT IS HEREBY AGREED AND DECLARED that the decision of such arbitrator as aforesaid shall be final and binding on the parties hereto.

14. THE LICENSEE HEREBY AGREES with the Licensor to observe and comply with the obligations imposed upon the owners and/or occupier of the premises by virtue of the provisions of the Offices Shops and Railway Act 1963 and the Health and Safety at Work etc. Act 1974 and to indemnify and keep indemnified the Licensor from and against all liability in respect thereof.

15. THE LICENSEE agrees generally not to do or permit to be done upon or in connection with the premises anything which shall be or tend to be a nuisance annoyance or cause damage to the Licensor or to any neighbouring adjoining or adjacent property or the owner or occupier thereof.

16. THE LICENSEE agrees that in the event of the rate of insurance premium payable in respect of the premises and/or the building of which the premises form part being increased by reason of the user of the premises by the Licensee to repay to the Licensor the whole of the cost of such increased rate of insurance premium.

17. IT IS FURTHER HEREBY AGREED AND DECLARED that nothing in this License contained shall imply or warrant that the premises may in accordance with all Town Planning Laws and Regulations now or from time to time in force be used for the purposes herein authorised or any of them.

18. THE LICENSEE further agrees to do all acts necessary for the purpose of complying in all respects with the provisions of all statutes for the time being and from time to time in force and the requirements of any competent authority relating to the premises and anything done thereon or thereat by the Licensor and/or the Licensee and to indemnify and keep indemnified the Licensor against all action suits and other proceeding claims and demands which may be brought or made by reason of such statutes or requirements or any default by the Licensee in compliance therewith.

19. WHENEVER in this document provision is made for the Licensee to pay any sum (including without prejudice to the generality of the foregoing legal costs and other charges and expenses) on which Value Added Tax is payable then the Licensee shall pay in addition to such sum Value Added Tax thereon at the rate appropriate at the time of supply.

20. THE LICENSEE shall not make any application for planning permission.

SIGNED

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(for and on behalf of the Licensor/Licensee) delete as appropriate