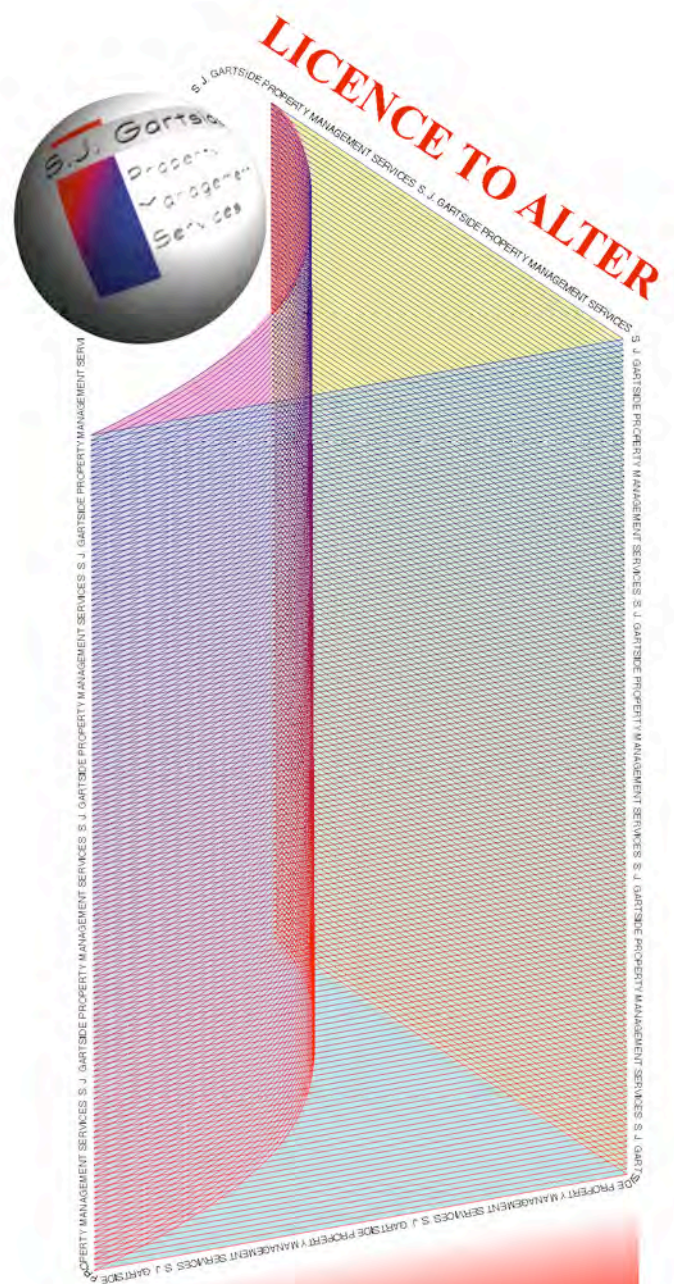


- Original Document**
- Counterpart Document**
- Duplicate Document**
- Draft Document** *(not for use)*



**£ 95.00 + VAT**

**THIS LICENCE CREATES LEGAL OBLIGATIONS DO NOT SIGN IT WITHOUT FIRST CONSULTING A SOLICITOR**

THIS LICENCE is made on the TBA day of TBA Two Thousand and TBA

BETWEEN

TBA

of

TBA

(the Landlord) on the first part

AND

TBA

of

TBA

(the Tenant) of the second part

AND

TBA

of

TBA

(the Guarantor) of the third part

WITNESSETH This DEED

# 1 Definitions and interpretations

In this deed the words and expressions defined in this clause 1 are to have the meanings specified

## 1.1 "Approval"

References to "approval by the Landlord" or words to similar effect are references to written approval whether conditional or unconditional

## 1.2 "Completed"

References to works being "completed" are references to them being completed to the satisfaction of the Landlord's surveyors and certified to have been so completed, such certification not to be unreasonably withheld or delayed

## 1.3 "Consents"

References to "consents" are references to :

1.3.1 planning permission under the Town and Country Planning Act 1990

1.3.2 consent of the Insurers

1.3.3 any permissions, licences, certificates, consents and approvals required under a statute and



1.3.4 any consents from the owners or occupiers of adjoining or neighbouring property or any other person for or in respect of the commencement execution or retention of any of the Permitted Works

1.4 **"the Insurers"**

"the Insurers" means the insurers with whom the Premises are insured

1.5 **"Interpretation"**

In this licence:

1.5.1 "the Landlord" includes the person in whom the reversion immediately expectant on the determination of the Term is for the time being vested

1.5.2 "the Tenant" includes his successors in title

1.5.3 "the Lease" includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so

1.5.4 "the Term" includes any continuation or extension of the Term and any holding over whether by statute at common law or otherwise

- 1.5.5** references to "statute" are references to any statute or statutory provision for the time being in force and any regulations orders bye-laws or other subordinate legislation made under any such statute or statutory provision from time to time
- 1.5.6** unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute
- 1.5.7** if any party at any time comprises two or more persons the obligations of that party are to be joint and several obligations of those persons
- 1.5.8** words importing one gender include all other genders words importing the singular include the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body
- 1.5.9** the clause headings do not form part of this deed and are not to be taken into account for the purposes of its construction or interpretation

**1.5.10** any covenant by the Tenant not to do anything is to be construed as including a covenant by the Tenant not to permit or suffer the same to be done

**1.5.11** references to clauses and paragraphs without further designation are references to the clauses and paragraphs of this licence so numbered and references to this licence include references to the schedule to this licence

**1.5.12** the clause and paragraph headings do not form part of this licence and must not be taken into account for the purposes of its construction or interpretation

**1.6** **"the Lease"**  
"the Lease" means a lease dated the **TBA** day of **TBA** Two Thousand and made between (1) the Landlord (2) the Tenant and (3) the **Guarantor**

**1.7** **"the Permitted Works"**  
"the Permitted Works" means the works listed in schedule A and plan attached to this licence

**1.8** **"the Premises"**  
"the Premises" means **TBA**

**1.9 "the Reinstatement Works"**

"the Reinstatement Works" means the restoration of the Premises to their plan design state and condition prior to the carrying out of the Permitted Works or any different work and any additional works that the landlord reasonably requires or the execution of which for the time being is required under any approved consent or approval of the Landlord relating to such works

**1.10 "the Term"**

"the Term" means **TBA**



## **2 Recitals**

### **2.1 The Lease**

This licence is supplemental to the Lease by which the Premises were demised for the Term subject to the payment of the rents reserved by it and performance and the observance of the tenant covenants and the conditions contained in it

### **2.2 Devolution of title**

The immediate reversion to the Lease remains vested in the Landlord and the unexpired residue of the Term remains vested in the Tenant



3

## Licence

Subject to the conditions set out below the Landlord grants to the Tenant consent to the Tenant carrying out the Permitted Works



## 4 The Tenant covenants with the Landlord:

### 4.1 Reinstatement

#### 4.1.1 **Notice to reinstate**

Unless the Landlord and Tenant have agreed on the grant of a new lease to the Tenant containing provisions for the reinstatement of the Premises before the end or sooner determination of the term of the new lease including any continuation or extension of it and any holding over whether by statute common law or otherwise to the same effect as those contained in this licence or the Court has ordered the grant of such a lease the Landlord may serve notice on the Tenant at any time during the last year of the Term requiring the Premises to be reinstated

#### 4.1.2 **Obligation to reinstate**

If the Landlord serves a notice on the Tenant pursuant to paragraph 4.1.1 that he requires the Premises to be reinstated the Tenant must :

- 4.1.2.1 immediately obtain all consents relating to the Reinstatement Works that should be obtained before they are started and submit those consents granted or given subject to any condition to the Landlord for approval

4.1.2.2 start the Reinstatement Works as soon as the consents referred to in sub-paragraph 4.1.2.1 have been approved and it is otherwise lawful to do so

4.1.2.3 complete the Reinstatement Works in their entirety by the end or sooner determination of the Term and

4.1.2.4 comply with any reasonable further or substitute requirements of the Landlord in connection with starting or executing the Reinstatement Works

## 4.2 Indemnities

4.2.1 The Tenant must indemnify the Landlord against all liability actions proceedings claims demands costs and expenses whatsoever including without limitation those for personal injury to or the death of any person or any injury or damage to any real or personal property however arising whether directly or indirectly as a result of the grant of this licence or any failure by the Tenant to comply with the covenants and conditions contained in it the commencement execution or retention of any works required or permitted by it the state and condition of the Premises whether during or after the execution of those works for the existence operation or use of any apparatus machinery substance or thing on the Premises in connection with those works

## 5 General

The Landlord and the Tenant agree as set out in this clause 5

### 5.1 Sums recoverable as rent

All sums payable by the Tenant under this licence are to be recoverable as rent in arrears

### 5.2 Waiver of existing breach excluded

Nothing contained in this licence waives or is to be deemed to waive any breach of the obligations on the Tenant's part contained in the Lease that may have occurred before the date of this licence or authorises or is to be deemed to authorise the execution of any further work or application for any further planning permission or anything that is not expressly authorised in clause 3

### 5.3 Right to withhold approval of any consent

Approval of any consent may be withheld on the grounds that anything contained in it required or prohibited under it or omitted from it or its duration would or might in the reasonable opinion of the Landlord's surveyor adversely affect the Landlord's interest with regard to the Premises or adjoining or neighbouring property or otherwise whether during the Term or after the end or sooner determination of it and whether financially or otherwise



#### **5.4 Liability and warranties excluded**

This licence and any approval consent instructions certification supervision or works granted given or carried out by or on behalf of the Landlord under this licence are granted given or carried out without any liability on the part of the Landlord or his surveyors agents or workmen and imply no responsibility for any of the works permitted or required by this licence or their design execution or existence nor do they imply warrant or constitute any representation that it is lawful to execute such works or limit or discharge any of the obligations of the Tenant under this licence

#### **5.5 Landlord's remedies**

Without prejudice to any other remedy of the Landlord if the Tenant is in breach of any of his obligations under this licence the Landlord may serve notice on the Tenant specifying the breach and if the breach is not remedied within a reasonable time either serve a notice on the Tenant requiring him to reinstate the Premises or himself remedy the breach at the expense of the Tenant

#### **5.6 Lease provisions**

Subject to any variation of them made by this licence the covenants and other provisions in this Lease are to extend to all works permitted or required by this licence from time to time executed and are to apply in full force and effect to the Premises as altered as they now apply to the Premises demised by the Lease

## 5.7 **Variation of the Lease**

The Lease is to be varied to incorporate the covenants contained in clause 4 and the forfeiture provisions contained in the Lease are to be exercisable on any breach of those covenants during the subsistence of their incorporation as well as on the happening of any of the events mentioned in the forfeiture provisions

## 5.8 **Alterations not to be improvements**

The alterations and additions comprised in the works permitted or required under this licence are not improvements for the purpose of the Landlord and Tenant Act 1927 Part I and are carried out by the Tenant to suit his own personal requirements, Neither the Tenant nor any other person is to be entitled to compensation in respect of the alterations and additions at the end or sooner determination of the Term or at any other time

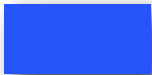
6 The Guarantor consents to the terms and conditions contained in this licence and confirms that subject only to the Landlord and Tenant (Covenants) Act 1995 Section 18(3) the Guarantor's covenants contained in clause 7 of the Lease are to continue in full force and effect and will extend to the covenants given by the Tenant in this licence IN WITNESS this licence is executed as a deed the day and year first before written

SCHEDULE A  
THE PERMITTED WORKS

TBA







**IN WITNESS** the parties hereto have executed this Licence a deed the day and year first written

EXECUTED AS A DEED BY THE TENANT

.....  
(Tenant)

.....  
(Tenant)

AND DELIVERED IN THE PRESENCE OF

.....  
(Witness)

.....  
(Print)

.....  
(Address)

EXECUTED AS A DEED BY THE LANDLORD

.....  
(Landlord)

.....  
(Landlord)

AND DELIVERED IN THE PRESENCE OF

.....  
(Witness)

.....  
(Print)

.....  
(Address)

EXECUTED AS A DEED BY THE GUARANTOR

.....  
(Tenant)

.....  
(Tenant)

AND DELIVERED IN THE PRESENCE OF

.....  
(Witness)

.....  
(Print)

.....  
(Address)