LICENCE TO OCCUPY

THIS LICENCE is made the (leave day of blank) 200()

BETWEEN:

(1) THE THANET DISTRICT COUNCIL of Council Offices Cecil Street Margate Kent CT9 1XZ ("the Owner") and

(2) [(name) of (address) trading under the name title or style of (trading name)]

or

[(company name) whose registered office is situate at (address)]

("the Licensee")

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Licence the following expressions shall have the meanings given in this clause

1.1. 'the Accessways'

'the Accessways' means the roads paths entrance halls corridors lifts and staircases of the Premises the use of which is necessary to obtain access to and egress from the Designated Space or those of them that afford reasonable access and egress thereto and therefrom and that the Owner in its absolute discretion designates from time to time on 28 days' notice to the Licensee

1.2. 'the Building'

'the Building' means that building constructed on part of the Premises spread across two floors and known as the Margate Media Centre

1.3. 'the Designated Hours'

'the Designated Hours' means 43 hours and 15 minutes Mondays to Fridays inclusive (bank and other public holidays excepted) or such other hours as the Owner in its absolute discretion may determine from time to time on 28 days' notice to the Licensee

1.4. 'the Designated Space'

'the Designated Space' means the work space on the [_____] floor of the Building known as Unit [---] or such other office space comprising a single area of not less than [---] square metres within the Building as the Owner may in its absolute discretion designate from time to time on 28 days notice to the Licensee

1.5. Headings

The clause and sub clause headings in this Licence do not form part of this Licence and must not be taken into account in its construction or interpretation

1.6. 'the Licence Fee'

'the Licence Fee' means that monthly or other amount to be paid by the Licensee to the Owner as set out in the Schedule to this Licence or such other amount as the Owner shall determine from time to time in its absolute discretion on 28 days notice to the Licensee

1.7. 'the Licence Period'

'the Licence Period' means the period commencing on and from [date] until the date on which the Licensee's rights under Clause 2 hereof are determined in accordance with Clause 4.1

1.8. 'the Premises'

'the Premises' means all that land and building at Margate Media Centre, 11-13 King Street, Margate in the County of Kent consisting of the Building and the Accessways

1.9. References to clauses

Any reference in this Licence to a clause or sub clause without further designation is to be construed as a reference to the clause or sub clause of this Licence so numbered

1.10. 'the Services'

'the Services' means the standard services in respect of gas electricity water and other items as agreed to be provided from time to time by the Owner to the Licensee the costs of which are inclusive in the Licence Fee but which Services may be varied by addition and/or subtraction from time to time by the Owner as the Owner determines in its absolute discretion on 28 days notice to the Licensee Details of said Services shall be supplied by the Owner to the Licensee upon reasonable request

1.11. 'VAT'

'VAT' means value added tax or any other tax of a similar nature

2. THE LICENCE

Subject to Clauses 3 and 4 hereof the Owner gives the Licensee the right for the Licence Period and during the Designated Hours in common with the Owner and all others authorised by the Owner so far as is not inconsistent with the rights given to use the Designated Space for the purpose only of [office use] in connection with the Licensee's business and to use the Accessways for access to and egress from the Designated Space

3. LICENSEE'S UNDERTAKINGS

The Licensee agrees and undertakes with the Owner as set out in this Clause 3

3.1. Licence Fee and outgoings

The Licensee must pay the Licence Fee together with any VAT to the Owner in advance on the first day of each month throughout the duration of this Licence the first payment or a due proportion of it apportioned on a day-to-day basis to be made on the date of this Licence and must pay on demand a fair and reasonable proportion apportioned in respect of the Licence Period of all business and other rates and other outgoings of a periodically recurring nature incurred in respect of the Premises (save insofar as same are included within the Services from time to time)together with any

VAT

3.1.1. Deposit

If required by the Owner so to do the Licensee must deposit with the Owner prior to completion hereof the sum of £ as security for the performance and observance of the undertakings contained in this Clause 3 which deposit shall be repayable to the Licensee – less any amount due to the Owner in respect of any non-performance or non-observance by the Licensee – within 14 days of the determination of the Licence Period or such longer period as may be necessary to ascertain any amount due to the Owner For the avoidance of doubt the Licensee shall not be entitled to receive interest on any sum deposited hereunder

3.2. Consent for chattels

3.2.1. The Licensee must not bring any furniture equipment goods or chattels onto the Premises without the consent of the Owner except as is necessary for the exercise of the rights given in Clause 2

3.2.2. The Licensee shall not install at the Premises any equipment required by them in connection with an alternative service belonging to any third party other than in the Communications Room at the Premises and only then with the prior written consent of the Owner and in such position as the Owner may decide provided that sufficient space is available and on the understanding that access to the Communication Room is restricted to the Owner and its duly authorised agents only

3.3. Condition of property

The Licensee must keep the Designated Space clean and tidy and clear of rubbish and leave it in a clean and tidy condition and free of the Licensee's furniture equipment goods and chattels at the end of the Licence Period

3.4. Accessways

The Licensee must not obstruct the Accessways or make them dirty or untidy or leave any rubbish on them

3.5. Signs and notices

The Licensee must not display any signs or notices at the Designated Space or elsewhere on the Premises without the prior written consent of the Owner

3.6. Nuisance

The Licensee must not use the Designated Space or the Accessways in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Premises or any adjoining or neighbouring property or to the owners occupiers or users of any adjoining or neighbouring property

3.7. Statutory requirements and insurance

3.7.1. The Licensee must not do anything that will or might constitute a breach of any statutory requirement affecting the Premises or that will or might wholly or partly vitiate any insurance effected in respect of the Premises from time to time

3.7.2. If the Licensee shall have more than 5 employees then the Licensee shall undertake a fire risk assessment of the Designated Space and supply evidence thereof to the Owner on demand

3.8. Indemnity

The Licensee must indemnify the Owner and keep the Owner indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this Licence, any breach of any of the Licensee's undertakings contained in this clause, or the exercise or purported exercise of any of the rights given in Clause 2

3.9. Rules and regulations

The Licensee must observe any rules and regulations the Owner makes and notifies to the Licensee from time to time governing the Licensee's use of the Designated Space and the Accessways

3.10. Owner's costs

The Licensee must pay to the Owner on demand and indemnify the Owner against all costs and expenses of professional advisers and agents including any VAT incurred by the Owner in connection with the preparation negotiation and completion of this Licence

3.11. Owner's rights

The Licensee must not in any way impede the Owner, or its officers, servants or agents in the exercise of their rights or the Owner's possession and control of the Premises and every part of the Premises

4. GENERAL

4.1. Determination

The rights granted in Clause 2 are to be determined without prejudice to the Owner's rights in respect of any breach of the undertakings contained in Clause 3

4.1.1. immediately on notice given by the Owner at any time following any breach of the Licensee of its undertakings contained in Clause 3 and

4.1.2. on not less than 28 days' notice given by the Owner or the Licensee to the other party to expire on the last day of a month

4.2. Assignment prohibited

The benefit of this Licence is personal to the Licensee and not assignable and the rights given in Clause 2 may only be exercised by the Licensee and its employees

4.3. Warranty excluded

The Owner gives no warranty that the Premises are legally or physically fit for the purposes specified in Clause 2

4.4. Liability excluded

The Owner is not to be liable for the death of or injury to the Licensee or any of its employees or for damage to any property of theirs (real or personal) or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by Clause 2

4.5. Internet Usage Protocol

The Licensee and all employees from time to time of the Licensee shall sign an Internet Usage Protocol in such form as may be required by the Owner

4.6. Notices

All notices given by either party pursuant to the provisions of this agreement must be in writing and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery or sent by fax provided that a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day to the other party at its last known address

4.7. Anti-Corruption

The Owner shall be entitled to cancel this Licence and to recover from the Licensee the amount of any loss resulting from such cancellation if the Licensee shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Licence or any other licence or agreement with the Owner or for showing or forbearing to show favour or disfavour to any person in relation to this Licence or any other licence or agreement with the

Owner or if the like acts shall have been done by any person employed by them or acting on their behalf (whether with or without the knowledge of the Licensee) or if in relation to any licence or agreement with the Owner the Licensee or any person employed by them or acting on their behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them or shall have given any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972

4.8. Use of Services

The Owner shall use its best endeavours to provide the Services to the Licensee throughout the duration of this Licence PROVIDED ALWAYS that the Owner shall not be liable to the Licensee nor shall the Licensee have any claim against the Owner in respect of any interruption in any of the Services by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by any cause beyond the Owner's control or by reason of mechanical breakdown or otherwise

THE SCHEDULE

Licence Fee

The monthly sum of £ ------ or as shall have otherwise been determined by the Owner since commencement of the Licence Period

THE COMMON SEAL of)
THANET DISTRICT COUNCIL was)
hereunto affixed in the presence of:-)

Member

Solicitor

SIGNED as a DEED by *[Co. name]*)
acting by a director and its Company)
Secretary or two directors:-)

Director

Director/Co.Secretary

DATED 200

THE THANET DISTRICT COUNCIL

- and –

_____

L I C E N C E

to occupy Unit ---
Margate Media Centre 11-13 King Street Margate Kent CT9 1DA

Legal Services Manager
The Thanet District Council
Council Offices
Cecil Street
MARGATE
Kent CT9 1XZ

Ref: JW