

Registration for Preservation and Execution: The parties consent to the registration hereof and of any decree arbitral (partial or final) for preservation and execution. IN WITNESS WHEREOF these presents by the Parties as follows:

Subscribed for and on behalf of Epoch Property Limited as the Company

.....Director

.....Director/Sec/Witness(1)

on this day the ..... day of ..... 20 .....

**[A] Sign here for a Company**

Subscribed for and on behalf of the Licensee (as an incorporated body)

.....Director

.....Director/Secretary

on this day the ..... day of ..... 20 .....

**[B] Sign here for an individual/partnership**

Subscribed for and on behalf of the Licensee (as a person or firm)

.....Person/Partner

.....Witness(2)/Partner

on this day the ..... day of ..... 20 .....

**[C] Subscribed for and on behalf of The Guarantor**

.....Person

.....Witness(3)

on this day the ..... day of ..... 20 .....

Incorporated bodies (Limited Companies, plc's) to sign at [A]

Partnerships and sole traders to sign at [B]

Guarantor to sign at [C]

Complete witness details to right

**Witness Address Schedule:**

Witness 1

Name .....

Address .....

Witness 2

Name .....

Address .....

Witness 3

Name .....

Address .....

**Utility Tariff Charges**

The following rates apply at commencement of licence. Rates may be subject to change as per terms of this licence.

**Electricity**

Standing Charge per month £...../day

First block unit rate £...../kWhr

Second block unit rate £...../kWhr

Limit of first block .....units/month

**Gas**

Standing Charge per month £...../day

First block unit rate £...../kWhr

Second block unit rate £...../kWhr

Limit of first block .....units/month

**Water**

Standing Charge per month £...../day

Rate £...../m3



**Licence Agreement**

**The Company**

**Epoch Property Limited**  
T/A Murphy Young Property  
Eon House  
Earn Avenue  
Bellshill  
ML4 3LP

**The Licensee**

Full Name  
Address  
Type of Business  
Company Registration Number  
Business Telephone Number  
Out of hours Telephone Number  
Email Address  
Number of years trading  
Two forms of proof of address

**The Particulars**

Site	
Unit ID	
Licence Period	
The Commencement Date	
Amount of Deposit	£.....:..p
Permitted Use	
Business Hours	
Licence Fee	£.....:..p Per month plus V.A.T. (subject to review)
Service Charge	£.....:..p Per month plus V.A.T. (subject to review)
Insurance Charge	£.....:..p Per month plus V.A.T. (subject to review)
TOTAL	£.....:..p Per month plus V.A.T. (subject to review)

**The Guarantor**

Full Name (inc forenames and surnames)  
Address (Home)  
Post Code  
Telephone

This Licence is made on the date specified in the Particulars between the Company and the Licensee. It is hereby agreed:

The Company grants to the Licensee in common with the Company and all others authorised by the Company the rights stated for the Licence Period.

### 1. Rights

- 1.1 To use the Unit for the purpose of the Permitted Use only
- 1.2 To use car parking of the Site (if any) as the Company may in its absolute discretion from time to time decide.
- 1.3 To use roads, paths, entrances, corridors, stairs, lifts in the Site for which the use is required to access or egress the Unit and as the Company may in its absolute discretion from time to time decide.
- 1.4 To use the services connected to the Unit or from time to time provided by the Company and as the Company may in its absolute discretion from time to time decide.

The Licence shall continue when the Licence Period has expired but either party may determine it either during or after the Licence Period giving the other party two months written notice expiring on the last day of the month after which the Licence shall come to an end.

If the Company or Licensee does not want the Licence to continue beyond the Licence Period they must give the other party two months written notice otherwise the Licence will continue.

If the Unit is not fully vacated at the end of any notice period the Licence terms and conditions shall continue to apply.

### 2. Payments

The Licensee shall pay to the Company monthly in advance and by direct bank debit if required by the Company, on or before the last day of the month the Licence Fee, The Service Charge, The Insurance Charge. The Company shall be entitled to charge an administration fee of £15 for any charges not collected by direct debit. In the event the Licensee issues dishonoured cheque or has a direct debit returned due to the fault of the Licensee or the Licensee's bank the Licensee shall be liable for the Company's costs for the failed payment such costs being not less than £50 for each and every failed payment. If any payment is not received by the due date an administration charge of £15 will be made for each and every late payment.

- 2.1 The Licensee shall if the Unit is separately rated, pay all rates charges and water rates direct to the local authority and shall be liable for the same.
- 2.2 The Licensee shall pay for all electricity, gas, water, sewerage, telephone charges and any such utilities including any standing and meter charges as charged for direct supplies to the Unit or to common supply points with proportionate charges calculated by the Company including a full standing charge to each unit.
- 2.3 The Licensee shall pay to the Company for any electricity, gas, water, sewerage, telephone charges and any such utilities provided by the Company to the Unit or to a common supply. The charge for any service shall be as determined from time to time by the Company and/or as stated in the Company's utility tariff charges that will be the subject of review as and when the Company in its absolute discretion decides. The Licensee agrees to payment for the services based on the tariff rates provided by the Company. The Company shall give at least two months notice to any change in the tariff rates. The Company does not guarantee to the Licensee the continuity or quality of any supply and the Licensee shall not have entitlement to any claim resulting from any defect in any service supply. The terms and conditions of any service supply provided by the Company shall apply and are fully accepted by the Licensee.
- 2.4 The Licensee shall pay a deposit as reasonably determined by the Company from time to time and being not less than one month's Licence Fee plus VAT. The Company may deduct from the deposit any of the following as it may in its absolute discretion decide:
  - 2.4.1 On determination of the Licence any outstanding monies due under the Licence.
  - 2.4.2 The cost of making good any damage or carrying out any repairs or redecoration to the Unit or Site resulting from the Licensee's use of the Unit or Site.

### 3. Conduct of Business and Conditions of Use

The Licensee is to comply with the following as to the conduct of business carried on from the Unit and the conditions of use and shall not authorise or permit anybody else to contravene them:

In respect of the Licensee;

- 3.1 Only use the unit during normal business hours or at times determined from time to time by the Company.
- 3.2 Only use the Unit for the purposes of the Permitted Use.
- 3.3 Not to extend the Permitted Use outside the Unit.
- 3.4 Not to sell or retail from the Unit without the Company's written consent.
- 3.5 To comply with the terms of every Act, order, regulation, bylaw, rule, licence and registration authorising or regulating how the Unit is used for the purposes of the Permitted Use.
- 3.6 The Licensee shall not obstruct, cause nuisance or any form of annoyance to any other Licensee or user of the Site or to the Company or to any neighbouring property.
- 3.7 The Licensee shall not bring onto or consume any alcohol or drugs not medically supplied unless lawfully used or held and ancillary to the Permitted Use.
- 3.8 Not to bring pets or animals onto the Site except for Guide Dogs or Hearing Dogs.
- 3.9 Not to sleep in the Unit or on the Site.
- 3.10 Not to offer to sell secretarial or office services to any other user or Licensee within the site.
- 3.11 To ensure a responsible manager (being the signature on this Licence agreement and if not a delegated person named to the Company) is present at all times the Unit is in use.
- 3.12 Not to erect any signage or notice outside or on the window of any Unit without the prior written agreement of the Company.
- 3.13 Not to undertake any alterations, additions of any nature to the Unit without the prior written consent of the Company.
- 3.14 To keep the Unit and any fixtures or fittings in a good state of repair and decorative internal condition in accordance with the standards determined at any time and at its absolute discretion by the Company.
- 3.15 To keep the Unit and Site as a result of use of the Unit, clean and tidy at all times.
- 3.16 To create arrangements for the safe escape of all personnel and visitors in the event of fire which are compatible with arrangements put in place by the Company for the common parts and to notify the Fire Authority and Company immediately of any matters which render these arrangements inadequate.
- 3.17 To restrict use of any electrical supply to reasonable levels and if provided as stated by the tariff rates and not to use any equipment that would cause excessive use of the electrical supply and compromise any Site installations. In the event that any utility use is deemed excessive by the Company to immediately restrict use to a level acceptable to the Company.
- 3.18 Not to block up or restrict any drains or ducts on or servicing the Site and or Unit.
- 3.19 Not to use gas cylinder heating of any kind without the prior written agreement of the Company and providing adequate security and safety provisions are made and adhered to.
- 3.20 The Licensee, having made an assessment of the Fire Risk relating to all activities within the unit shall provide adequate and appropriate fire fighting arrangements within the unit, being not less than 1No. 9 litre water and 1No. 4.5kg dry powder fire extinguisher per 2000sqft which are properly maintained.
- 3.21 Not to store any flammable liquids in the unit unless prior written consent is given by the Company.
- 3.22 Not to install any process or machinery in the Unit without the prior written consent of the Company.
- 3.23 The Licensee shall ensure all keys and any copies made are returned to the Company along with any alarm codes when the Licence come to an end.
- 3.24 The Licensee must not impede or hinder in any way the Company or any of its agents in the exercise of the rights of the Company's possession in the Unit.

General Conditions;

- 3.25 The Company shall not be required to give any notice to the Licensee of its intention to exercise any of its rights in possession including to enter the Unit at any time.
- 3.26 The Licensee shall procure and maintain such insurance as is necessary to adequately cover any fixtures or fittings and any property of the Licensee in the Unit or on the Site and to take out and maintain third party insurance for the Licensee's use of the Unit.
- 3.27 The Licensee shall produce to the Company evidence of the insurances when required to do so.
- 3.28 The Licensee may not assign this Licence.
- 3.29 The Guarantor may not assign any obligations under the Guarantee.
- 3.30 The Licensee may not share the Unit with any other person or company and may not permit any third party to use the Unit whether related or not.
- 3.31 The Licensee may not apply for any planning permission or building warrant in respect of the Unit or Site unless previously agreed in writing with the Company.
- 3.32 The Licensee shall comply with all rules and regulations related to the operation of the Site as may be decided from time to time by the Company in its absolute discretion.
- 3.33 The Licensee indemnifies the Company against any claim or loss arising out of the Licensee's use of the Unit and Site.
- 3.34 The Licensee shall remove all stock and fixtures and fittings of a temporary nature installed by the Licensee when the Licence comes to an end and make good to the satisfaction of the Company any damage caused.
- 3.35 The Licensee shall clean the Unit when the Licence comes to an end and leave the Unit in a clean and tidy fashion.
- 3.36 The maintenance of lights and electrical fittings and any wiring becomes the Licensee's responsibility upon commencement of the Licence.
- 3.37 The Company shall provide security measures for the Site as it may in its absolute discretion decide. In the event that existing measures are inadequate and increased measures are required the cost of such measures shall be either shared by the Licensee's on the Site in proportion to their unit sizes or recovered in any charge increases as the Company may in its absolute discretion decide.
- 3.38 The Company shall clean and the common areas of the Site to a reasonable standard and provide lighting to such areas to a standard determined by the Company.
- 3.39 The Company may require the Licensee to change to a different unit of floor area reasonably comparable to the existing Unit. If this is required the Company shall give 28 days (or other such time as the Company may decide) notice to the Licensee stating the change and the date it is to take effect. The Licence shall continue on the new Unit as if it had been originally designated in the Particulars.
- 3.40 The Company may increase the License fee and Service Charge once per year, occurring at any time the Company may decide and the Company shall give the Licensee 28 days notice of any such increase.
- 3.41 If the Licensee wishes to determine the Licence within fourteen days of any increase notice the existing charges shall be applicable until the end of the Licence.
- 3.42 The Company may terminate and determine the Licence forthwith in the event that; any payment due to the Company by the Licensee is more than fourteen days overdue; the Licensee has not complied with any term of the Licence; the Licensee has appointed a receiver, has any winding up procedure served, is liquidated, is bankrupt, has an administration order made or has any action inferring or relating to insolvency commenced or is indeed insolvent; the Company decides to close all or part of the site for any reason including repair, maintenance, new building works, a decision of closure or for any other reason the Company may in its absolute discretion decide.
- 3.43 If any payment is due from the Licensee to the Company the Company may seize goods, fixtures, fittings or property belonging to the Licensee and within the Unit or on the Site and as agents for the Licensee sell such property and use the proceeds to reduce the monies owing to the Company by the Licensee any surplus taking consideration in the Company's

- 3.44 reasonable costs for undertaking such action shall be paid to the Licensee.
- 3.45 The Company shall not be responsible for any damage or loss howsoever caused to any goods, fixtures, fittings or property of the Licensee in the Unit or on the Site and even any loss resulting from the negligence or default of the Company or any of its agents.
- 3.46 The Licensee is not granted exclusive right to carry on the Permitted Use on the Site.
- 3.47 Any variation to any term, condition or part of the Licence or appended agreement shall only be agreed if in writing by the Company and signed by an authorised officer except any variation by the Company pursuant to the Company's rights under this Licence.
- 3.48 In the event that the Licence fee increases the Company may require a proportionate increase in the deposit held.
- 3.49 For a notice to the Company from the Licensee to be effective it must be in writing and sent registered post or by hand to the Company's regional office managing the Site and effects from the date of delivery.
- 3.50 For a notice to the Licensee from the Company to be effective it must be in writing and sent registered post or handed to the Unit or to the last known address for the Licensee and effects from the date of delivery, whether accepted by the Licensee or not.
- 3.51 The Licence is personal to the Licensee and does not and is not intended to create or grant to the Licensee any estate or interest in the Unit or any part of the Site or to bring about the relationship of Landlord and Tenant.
- 3.52 The Licensee agrees not to bring at any time any action intending to secure any right or interest based on any premiss relating to a claim of a Landlord and Tenant relationship and it is accepted that not such relationship exists resulting from this agreement or the Licensee's use of the Site and Unit.
- 3.53 If the Licensee is more than one person the obligations shall be joint and several being able to be enforced against all or both jointly or against each individual or combination of individuals.
- 3.54 The Company may temporarily close all or part of the site for some reason including health and safety matters, repairs or maintenance or building works or for any other reason the Company may decide and the Company shall if it considers it reasonable to do so suspend payment of the Licence fee for the duration of the closure. The Licensee is not entitled to any recompense arising out of any action by the Company.
- 3.55 If the Licence is brought to an end by the Company or Licensee it shall be without prejudice to any prior breach of the terms of this Licence by the Licensee.
- 3.56 Approvals from the Company shall only be valid if given in writing and signed by and authorised officer of the Company.
- 3.57 Whenever the Company is required to make a decision or give its consent it may do so at its absolute discretion.
- 3.58 Any notice shall only be valid if served within the time limit specified.
- 3.59 In consideration of the Company entering into this Licence at the request of the Guarantor, the Guarantor agrees to compensate the Company for any loss incurred as a result of the Licensee failing to comply with an obligation of this Licence during the initial licence period or during any continuance of it and the Guarantor agrees to be liable as though the Licensee at all times even if the Company decides to give extra time to the Licensee to comply with obligations.

**I acknowledge that I have read and understood the terms of this licence and confirm that this licence is entered into of my own free will and that I am willing to be bound by it.**  
**I acknowledge that the terms upon which I am entering into this licence and have relied are those set out in this licence and that no oral representations have been made or have induced me to enter into this licence. I further acknowledge that neither the site manager nor any members of the Company's officers or staff, nor their agents, have any authority to make such oral representations.**  
*I acknowledge that I have had the opportunity of seeking independent legal advice and that I have had time to consider the terms of this licence.*