# **OCCUPATIONAL RENTAL LICENCE**

BETWEEN ANYONE

AND BICESTER BUILDINGS LIMITED

### OCCUPATIONAL RENTAL LICENCE

Between The Licensee : Anyone

Address : Anytown

and

The Licensor : Bicester Buildings Limited

of : Unit 7, Crawley Mill, Witney, OX29 9TJ

and anyone who becomes entitled to the

owner's interest in the property

**THIS LICENCE** made the **Date** BETWEEN Bicester buildings Limited (hereinafter called the Licensor) or anyone who becomes entitled to the Licensor's interest in the property and **THE TENANT** (hereinafter called the Licensee)

#### WHEREBY IT IS AGREED as follows

- 1. NEITHER a tenancy nor the relationship of landlord and tenant is created by this Licence
- 2. WHERE two or more persons constitute the Licensee all obligations on the part of the Licensee herein expressed or implied shall be joint and several
- 3. WHERE the Licensee is a Limited company the Directors shall be personally liable for any breaches of the terms and conditions of this Licence or for any accounts rendered by the owner and left unpaid for more than 7 days by the Licensee
- 4. THAT the Licensor will grant unto the Licensee full powers and liberty to use for the period **date until date**, Crawley Mill Industrial Estate, Witney, Oxfordshire, OX29 9TJ comprising **number** square feet or thereabouts or other such area as may from time for the business of **anything**
- 5. THE Licensee hereby agrees to pay the Licensor a damage deposit of £ when this Licence is signed. This sum to be held by the Licensor until the end of the occupation of the unit and repaid without interest but less any agreed amounts owed by the Licensee to the Licensor when this Licence ends.
- 6. IN consideration of the Licence the Licensee shall pay the Licensor the License fee of £ without deduction by one payment of £ when this Licence commences and thereafter in three equal instalments of £ at three monthly intervals commencing the date by bank transfer and to pay interest upon any arrears after the due dates at the rate of 2.5% per month or £10.00 whichever is the greater. The Licensor may take legal action to obtain payment if the rent remains unpaid for a period of 60 days from the due date. The Licensor will also, at his discretion, seize goods belonging to the Licensee to three times the value of the rent and interest in arrears and if necessary, prevent access to the unit by the Licensee until such time as a satisfactory arrangement can be made to settle the arrears outstanding.

7. THE Licensee undertakes to insure the structure of the building against fire, storm, flooding, accidental damage, impact and any other event that could damage the building and in relation to the business the Licensee will be conducting from the premises. A copy of the insurance document must be presented to the Licensor from the onset and thereafter annually. Should the building be damaged wilfully or maliciously, carelessly or as a result of forced entry by the Licensee or others then the cost of repairing the parts so damaged must be born by the Licensee or his insurance company and repairs carried out within four weeks of the damage occurring. The Licensor must be informed immediately any damage occurs to the building. The Licensor's decision is absolute in all matters relating to the building structure.

## YOUR attention is drawn to the following Warranties:

- a) No portable heating appliances other than electric heating or properly installed oil fired or bulk lpg gas systems in any offices or units shall be used in the premises without the express written consent of the Licensor
- b) All trade waste and refuse shall be swept up and bagged daily, removed from the premises and properly disposed of at least once a week
- c) Flammable materials should be kept in non-flammable properly enclosed containers. No combustible materials should be left lying around inside or outside the unit. They must be stored safely inside and outside the building
- d) Burning of trade waste or materials of any kind at Crawley Mill or anywhere on the Crawley Mill site is strictly prohibited.
- e) Smoking is not permitted anywhere within the premises.
- 8. THE Licensee will pay £ per vehicle per annum as a contribution to maintenance of roads. Parking of all vehicles to be in the positions designated by the Licensor from time to time. The review date for parking charges is the March quarter each year.
- 9. THE Licensee has the right to use either the in-house or communal toilet facilities provided on the site at a cost of £ per person per annum. The review date for toilet facility charges is the March quarter each year.
- 10. THE Licensee to pay any VAT charges required by the Licensor in respect of rent and services.
- 11. IF through circumstances beyond the control of the Licensor it becomes impractical to fulfil the purposes of this Licence, then this Licence will be cancelled. The Licensor will then repay to the Licensee a proportion, equal to the proportion of the Licence period still to run, of any sum already paid by the Licensee. The Licensor has no liability to pay compensation to the Licensee for any resulting loss.
- 12. THIS Licence is terminated when this Licence duly ends or by giving one month's notice in writing to either the Licensee or the Licensor before the expiry of this Licence. The Licensor will then repay to the Licensee a proportion, equal to the proportion of the Licence period still to run, of any sum already paid by the Licensee in advance.
- 13. THIS Licence may be terminated by the Licensor without notice if at any time the Licensee shall have refused or neglected to pay any sum due to the Licensor within 7 days of it falling due and upon such termination, all rights granted by this Licence shall automatically cease (without prejudice to any accrued rights) and the Licensee shall forthwith remove all its property and leave the premises in a clean and tidy state.
- 14. ANY goods of the Licensee left on the property on the termination of this Licence may be disposed of by the Licensor without notice and by any means whatsoever.

- 15. THE Licensee agrees to pay the Local Authority and the Water rate if applicable direct to the relevant authorities and the cost of sewerage disposal in units having toilet facilities will be born by the charges made according to clause 9 above.
- 16. IT is the responsibility of the Licensee to inform both the Electricity supplier and the Local Authority of the start date of this Licence and when the unit is first occupied and ultimately vacated.
- 17. WINDOWS are the responsibility of the tenant who shall arrange to replace any broken panes howsoever caused.
- 18. THE Licensee agrees to repair any damage they may cause during their occupation of the unit or pay the Licensor for the work to be carried out. It is also agreed that the unit shall be left clean and tidy at the end of the occupation period otherwise a charge will be made for cleaning of the unit. All shelving and other fittings fixed by the Licensee to be removed and the walls made good.

ALL disposal of waste to conform to the current Environmental Act and to be the responsibility of the Licensee.

- 19. ANY additional or existing internal wiring of the unit to be the responsibility of the Licensee. Any wiring within the unit either before or after the period of this Licence will be the property of the Licensor unless otherwise agreed in writing.
- 20. IT is agreed by both the Licensee and Licensor that neither a tenancy nor the relationship of landlord and tenant is created by this Licence.
- 21. COMPLIANCE with all local and other Authority Regulations, Public Health and Factory Act requirements both in existence now and in the future are the responsibility of the Licensee.
- 22. THE Licensee must have Public Liability Insurance and provide the Licensor with a copy of the current insurance document together with proof of payment. The Licensee must also insure against wilful, malicious or accidental damage to the structure of the building, doors and windows.
- 23. THE security of the unit is the responsibility of the Licensee and the Licensor cannot be held responsible for any theft from the premises or damage to the premises in the course thereof.
- 24. THE Licensee to provide the unit with suitable fire extinguishers and comply with any Fire Officer requirements. A copy of the annual check and inspection of the appliances to be available for the Licensor's inspection whenever required.
- 25. THE Licensee will keep all alleyways and access to the unit and adjacent units free from obstruction and shall not permit or cause to allow anything that could impede the access by emergency services.

- 26. THE Licensee to permit the Licensor's representatives to have access to inspect the unit from time to time and to permit necessary work to be carried out to the structure and/or services of the unit. The Licensee to also immediately notify the Licensor of any structural faults within the unit should they arise.
- 27. AT the end of this Licence term, if the Licence is not renewed and the Licensee intends to vacate the unit, the Licensee agrees to leave the unit in a clean and tidy condition. Any electrical installation must be left in a safe and working order ready for re-use by the next tenant if required. Unless agreed in writing to the contrary.

## 28. RENT REVIEW

- a) IF this Licence is not renewed and the Licensee continues to occupy the unit when this Licence expires the Licensor may increase the Rent payable by serving on the Tenant at least twenty-eight days written notice stating the new rent and the date from which it is to be paid which date shall not be earlier than the later of:
  - i. Twelve months after the start date of the Term

and

ii. Twelve months after the date (if any) on which the last increase of rent took effect

or

iii. On the expiry date of this Licence whichever is the sooner

As witness whereof the hands of the parties hereto authorised to sign on behalf of the Licensor	
Signed:	Name:
Witnessed:	Name:
Address:	
Signed:	
Name:	
Address:	
Witnessed:	Name:
Data	