

LICENCE AGREEMENT  
TO OCCUPY

Room **xx**

John Dickinson Enterprise Centre  
London Road  
Hemel Hempstead  
HP3 9QU

An AGREEMENT made the XX XX XXXX

BETWEEN

- (1) APSLEY PAPER TRAIL (company registration number 03416760) whose registered office is at Apsley Mills Cottage, London Road, Hemel Hempstead, Herts HP3 9RL ("the Licensor") and
- (2) Company name and address \_\_\_\_\_  
Company number \_\_\_\_\_ ("the Licensee")
- (3) Guarantor name and address \_\_\_\_\_ ("the Guarantor")

**1. DEFINITIONS**

In this agreement the following expressions shall have the following meanings

- I.1 "the Estate": Shall mean the land and buildings situated at and known as Apsley Paper Trail, London Road, Hemel Hempstead, Herts, HP3 9RL including the Common Parts
- I.2 "the Premises": Shall mean the land and buildings within the Estate known as the John Dickinson Enterprise Centre, London Road, Hemel Hempstead, Herts, HP3 9QU including the Common Parts
- I.3 "the Unit": Shall mean the work space designated room xx at the above Estate or such other area or work space that the Licensor shall designate from time to time in accordance with Clause 5 (h)
- I.4 "the Common Parts": Shall mean all those parts of the Premises and Estate which are available or provided by the Licensor for general use in common by the occupiers of the Estate including without limitation the private roadways including parking spaces, yards, forecourts, entrances, halls, lobbies, stairways, landings, passages, water closets, fire escapes and other areas commonly used and further the party and other walls, fences and all gutters, sewers, drains, pipes, watercourses, ducts, channels, flues, subways, wires, cables, apparatus, conduits and any other form of media or works for the conduct, passage or transmission of any service matter or material and also including the main structure, roof and foundations of the building (including the building in which the Unit is comprised).
- I.5 "the Licence period": Shall mean the period from the date of this agreement until the date on which the Licensee's rights under clause 12 and 5(a) are determined.
- I.6 "the Licence Fee": Shall mean the amount payable per month including VAT by the Licensee.
- I.7 "the Licensee" Company name  
Company number
- I.8 "the Licensor" Apsley Paper Trail, Apsley Mills Cottage, London Road, Hemel Hempstead, Herts HP3 9RL - also referred to as "APT" in this Agreement.
- I.9 "the Guarantor" Guarantor name and address

**2. Period of Licence**

This arrangement shall commence from XX XX XXXX and continue until terminated as per section 5(a) or section 12 below.

### 3. Provision of Services

Subject to the prompt payment of the licence fee and all other service related charges, APT will provide or arrange to be provided the following services ("the Services"):

- (a) An electricity supply to the Unit subject to the electricity board rules, regulations and terms of supply. Gas heating to the Unit and the maintenance and servicing of the boilers and heating system.
- (b) Maintenance, repair and decoration as may be deemed necessary by APT of the Common Parts but not the redecoration of the interior of the Unit - once it has been occupied by the Licensee.
- (c) Cleaning as may be deemed necessary by APT of the Common Parts.
- (d) Removal of rubbish from the designated collection point situated on the Estate. The rubbish containers provided are for general office rubbish. Waste Paper recycling containers may be also located on site. These facilities are not for the disposal of trade waste. The Licensee remains responsible for the disposal of trade waste.
- (e) Fire fighting equipment in the Common Parts. The Licensee is responsible within the Unit for providing the necessary fire fighting and First Aid equipment as APT and/or the Fire Authorities may require, and to maintain such equipment to their satisfaction and in efficient working order. All fire fighting equipment must be inspected and passed satisfactory annually by an appropriate/competent person. If an alarm is installed either fire, security or otherwise, full details of security codes must be given to APT immediately.
- (f) APT is responsible for the security systems including entry to the building. Individual unit alarms are not included. If the Licensee deems an alarm system or further security measures necessary, a written request must be made to APT. No such additional measures are to be installed without written permission from APT.
- (g) Management of the Estate.
- (h) Building insurance (but excluding contents insurance - in respect of which the Licensee must make his or her own arrangements). - See clauses 7(a) to 7(d).
- (i) Such other services as APT shall from time to time in its absolute discretion decide to provide. These additional services may be subject to additional charges which will not be levied retrospectively and will be notified to licensees not less than one month prior to implementation.

PROVIDED THAT APT will not be liable for failure or delay in the provision of the Services caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of APT and PROVIDED FURTHER that APT may in its absolute discretion terminate and or vary the provision of the Services.

### Licensee's Undertakings and Obligations

#### 4. Access to the Premises

- (a) The Licensee, his or her employees, agents and others invited may use the Common Parts for the delivery of goods and materials to and from the Unit. APT reserve the right to restrict the size of vehicles entering the Estate.
- (b) The Licensee shall be permitted to occupy the Unit at all times although APT reserve the right to restrict access to the Unit at any time due to an emergency or temporary interruption.

#### 5. The Licence Fee

- (a) The Licensee will pay to APT no later than the 1st of each month a licence fee of £xxx.xx (plus VAT). Failure to pay as set out in section 12.1(b), shall mean that these arrangements will cease and the Licensee will immediately be required to vacate the Premises and the Estate.
- (b) The Licensee currently holds a total deposit £xxx.xx taken up at the time of occupation of the previous Unit, as security for performance of his or her obligations under this License. There will be no change to the amount of deposit required, The deposit shall be returned without interest normally within one calendar month of the termination date or when the Licensee leaves the Unit, (whichever is the latter

event) less the cost of any unmet Licensee obligation, and the cost to effect redecoration of the unit if deemed necessary by APT. Where the Licensee is a limited company the Licensee hereby charges specifically such deposit with the payments as set out above. The deposit held is subject to review annually by APT.

- (c) The licence fee includes the Business Rates and Water/Sewerage Rates in respect of the Unit. It is also inclusive of gas heating charges and electricity charges.
- (d) All fees and monies payable under this Agreement will, in addition, bear VAT at the appropriate rate as determined by the Customs & Excise and will be payable by the Licensee.
- (e) The licence fee shall be reviewed annually by APT. The review shall take place in January and Licensees will be notified of any increase, which will be implemented from the 1 April of that year. The Licensee is required to sign and return the amended standing order mandate at least 21 days before the implementation of the revised licence fee.
- (f) APT reserves the right to make any other updated amendments or changes to this Licence Agreement and Licensees will be notified of these changes, which shall henceforth form part of this Agreement.
- (g) APT shall have the absolute right by giving the Licensee reasonable notice to relocate the Licensee to another Unit but in doing so APT shall endeavour to provide the Licensee an area of similar size, convenience and facilities.
- (h) The Unit may not be altered in any way. No redecoration is permitted whatsoever. The Licensee must not effect any change to the Unit that would materially reduce the actual square footage of the Unit or alter it in terms of facilities, convenience or character.

#### **6. Licensee Obligations (In addition to paying the licence fee and other payments)**

The Licensee:

- (a) Must observe and comply with regulations from time to time imposed by APT for the good order and conduct of the Premises and Estate and must ensure that his or her employees, agents and invitees also observe and comply with such regulations. The Licensee will be held responsible for any failure to comply with this requirement.
- (b) Must furnish and equip adequately the Unit in keeping with the standard of the Premises and Estate and should APT specify decorative colours or systems of furniture and furnishing then, wherever possible, the Licensee is to use those colours and systems and furnishings.
- (c) Must keep the Unit neat and tidy and free from rubbish which, subject to Clause (3d), must be removed daily to the waste bins provided at the collection points.
- (d) Must allow APT staff or their appointed agents full and unlimited (in case of emergency) access to the Unit in order that repairs may be undertaken or that services may be supplied to other occupants of the Premises where such services are accessed via or require access through the Unit.
- (e) Must not permit any goods or articles of property relating to the Licensee's business, or personal property of the Licensee, his or her employees or visitors to be placed or remain outside the Unit or otherwise obstruct any other part of the Premises and Estate.
- (f) Must not damage any part of the Premises and Estate and must pay any cost incurred by APT in making good any damage caused by the Licensee or employees, agents or visitors.
- (g) APT is entitled to require the Licensee to remove any employee, supplier or visitor from the Premises and Estate if APT believes acting reasonably that it is required, having regard to the good standing and orderly conduct of the Premises and Estate and out of consideration to other Licensees.
- (h) On termination of the Licensee's right to occupy the Unit the Licensee must remove all property from the Unit (and any other property on the Estate as a result of occupation) and bear the cost (if any) incurred by



## **8. Energy Saving**

APT reserve the right on giving written notice to restrict the use of energy-consuming appliances in the Unit but APT, in imposing such restriction will not act unreasonably and so that the approved use of the Unit is not materially affected by such restrictions.

## **9. Quality of Environment**

- (a) APT reserve the right to require the Licensee (after giving written notice) to restrict the use of tools, machinery or other equipment which are noisy or create dust or disturb adjoining occupants.
- (b) Radios, televisions and sound reproduction or production systems are permitted to be used in the Unit, but noise levels shall be kept reasonable and within the Unit itself. APT reserve the right to withdraw this concession if it considers noise levels shall be excessive following complaints from other Licensees.
- (c) It is the Licensee's obligation to take such measures within the Unit to ensure, so far as it is reasonably practicable, that the Unit and any office equipment in the Unit is safe without risk to health and safety of employees, agents, visitors and other tenants to or on the Estate.
- (d) The Licensee shall not bring onto the Estate or store in his or her Unit any harmful or deleterious matter or any explosive, gaseous, or dangerous substance or equipment.

## **10. Signs and Nameplates**

Signs indicating the business name will be installed in the name board provided at the entrance to the Unit, the cost of which is charged to the Licensee. It is not permitted to display any other sign or notice unless APT shall specifically approve of it in writing.

## **11. Assignment**

- (a) This agreement is personal to the Licensee and shall not be assigned to any other person or company.
- (b) APT shall have the right to assign the benefit of this agreement to any other company or person as it shall in its absolute discretion think fit.

## **12. Termination**

12.1 These arrangements shall be terminated immediately (but without prejudice to any existing claims) by written notice from APT to the Licensee in the event of: -

- (a) Any serious breach of the provision of this Agreement by the Licensee, his or her employees, or visitors.
- (b) Failure by the Licensee to pay all or any of the accounts referred to in section 5 within 14 days of the due date.
- (c) If the Licensee being a Limited Company goes into compulsory or voluntary liquidation (save for the purpose of reconstruction or amalgamation) or where the Licensee is a Sole Trader or Partnership is declared bankrupt or in either case has a receiver appointed over all or any part of his or hers or its property or assets or compound with his or hers or its creditors or has any execution levied on any of his or hers or its property.
- (d) If the Unit, Premises or the Estate becomes incapable of occupation through fire, destruction or other reason beyond APT's control.
- (e) If APT serves notice under this sub-clause 12.1(a) to 12(d), the Licensee shall cease to carry on business and move out of the Unit immediately.

12.2 This agreement may be terminated by either party giving to the other one full calendar month's notice in writing so that such notice shall expire on the last day of the calendar month. Notice of termination shall

be received no later than the final day of the month to come into effect at the end of the following month. There shall be no exceptions to this requirement.

- 12.3 On termination under any of the above provisions, except 12.1(e), the Licensee shall forthwith vacate the Unit and remove all stock and property from the Estate provided that without prejudice to any other remedy for non-payment of any sums due, APT shall be entitled to exercise a lien over such stock and other property of the Licensee in the Estate against payment of monies due.
- 12.4 On termination under any of the above provisions, any responsibility for licence fees incurred by the company shall transfer to its directors and/or the guarantor recoverable by APT as a personal debt.

**13. Nature of Licence**

- (a) Nothing in this agreement shall establish any partnership or joint venture or create any tenancy or any other proprietary interest in the Unit or any part of the Estate whatsoever. The Licensee shall not impede in any way the officers, employees, agents or other Licensees of APT in the exercise by them of rights to possession and control of the whole Estate including, in particular, the Unit itself.
- (b) This agreement is not binding on APT until a duplicate of this Licence agreement has been returned, signed to APT's satisfaction or if the Licensee shall fail to return the signed copy within 7 days of issue.

**14. Previous Agreement**

The terms of this Licence shall prevail over and override the terms of any previous agreement relating to the Unit. No additions or variations to this agreement shall be binding on APT unless previously agreed by APT in writing.

**15. Obligations**

Where more than one person incurs obligations under these arrangements, those obligations shall be deemed to be joint and several liabilities on the part of each such person and these arrangements shall be read and interpreted accordingly. APT only enters into this agreement at the request of the person or persons who have countersigned the copy of this Licence and each of those persons by their signature agrees that they will be jointly and severally liable for the performance of his or hers or its obligations hereunder.

**16. The Guarantor's Obligations**

The Guarantor agrees and undertakes that if at any time the Licensee fails to pay the Licence Fee or any other payment due under the terms of the Licence Agreement, the Guarantor will reimburse Apsley Paper Trail the full amount outstanding on demand.

The Guarantor also agrees to indemnify Apsley Paper Trail against all losses, damages, cost and expenses incurred as a result of non-payment by the Licensee or any other breach of this Agreement by the Licensee.

Signed by the Licensor and the Licensee on the date shown at the commencement of this Agreement.

SIGNED BY .....  
For and on behalf of "the Licensor"

SIGNED BY .....  
For and on behalf of "the Licensee"

SIGNED BY .....  
For and on behalf of "the Guarantor"