



LICENCE TO OCCUPY - SCHEDULE

DATE OF LICENCE:	____/____/2022
PREMISES: GARAGE NUMBER:	
LICENSOR:	LCP QUANTUM LIMITED of Whistler Tower, Edith Grove, London, SW10 0ED
LICENSEE FULL NAME: LICENSEE ADDRESS: LICENSEE TELEPHONE: LICENSEE E-MAIL:	
LICENCE FEE:	£____ [_____ POUNDS] inclusive of VAT per Month or such other amount as may be agreed between the parties from time to time commencing as from ____/____/20____.
LICENCE PERIOD:	the period from and including the date of this Licence until the date on which this Licence is determined in accordance with clause 5 overleaf. Minimum 12-month commitment by Licensee.
DEPOSIT:	£____ [_____ POUNDS] inclusive of VAT comprised of one month's rent deposit and £50 [FIFTY POUNDS] key deposit - £_____ total.
ADMINISTRATION FEE:	£42 [FORTY-TWO POUNDS] inclusive of VAT only.
PERMITTED USE:	For the purposes of Self Storage.
LICENCE TO OCCUPY:	Subject to the terms of this Licence, the Licensor permits the Licensee to occupy the Garage for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Garage for the Permitted Use) on the terms above and in clauses 1 to 11 overleaf and together with the right for the Licensee to use such parts of the Common Parts for the purpose of access to and egress from the Garage as shall from time to time be designated by the Licensor for such purpose; and any service media serving the Garage.
Signed _____ by _____ for and on behalf of LICENSOR
Signed _____ by _____ for and on behalf of LICENSEE

NOTE - ALL LICENSES ARE AUTOMATICALLY RENEWED UNLESS WE RECEIVE ONE MONTH'S PRIOR NOTICE OF TERMINATION.

ALL LICENCES SUBJECT TO LCP QUANTUM LTD TERMS & CONDITIONS AS ATTACHED.

AGREED TERMS:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Common Parts:

Any forecourt or driveway situated on the Premises.

Competent Authority:

any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Deposit:

means the refundable deposit for keys and security devices that will be paid to the Licensor by the Licensee on the Licence Fee Commencement Date. For the avoidance of doubt, the Deposit shall not be refundable in the event that the Licensee loses or fails to return any keys or remote[s] to the Licensor at the end of the Licence Period. The Deposit shall be paid to the Licensor by the Licensee together with the first payment of the Licence Fee on the date of this licence.

Necessary Consents:

all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use:

The purposes of self-storage excluding car and motorcycle parking.

VAT:

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence;
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.4 The Schedule forms part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedule;
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them;
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to writing or written includes fax and e-mail;
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person;
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this Licence are joint and several;
- 1.14 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.

2. LICENCE TO OCCUPY

2.1 The Licensee acknowledges that:

- (a) the Licensee shall occupy the Garage as a Licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence;
- (b) the Licensor retains control, possession and management of the Garage and the Licensee has no right to exclude the Licensor from the Garage;
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee;
- (d) without prejudice to its rights under clause 5, the Licensor shall be entitled at any time on giving not less than 14 days' notice to require the Licensee to transfer to comparable space elsewhere on the Premises and the Licensee shall comply with such requirement.

3. LICENSEE'S OBLIGATIONS

3.1 The Licensee agrees and undertakes:

- (a) to pay to the Licensor the Licence Fee (together with the Deposit in the case of the first payment), payable without any deduction in advance on the first day of each month by standing order and proportionately for any period of less than a month the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the month following, together with such VAT as may be payable on the Licence Fee. For the avoidance of doubt, any failure to pay the rent by standing order under this clause 3.1 (a) will constitute a breach for the purposes of clause 5.1 (a);
- (b) to permit the Licensor to enter the Garage for the purpose of inspection and reparation at any time, subject to reasonable prior written notice;

- (c) to keep the Garage clean, tidy and clear of rubbish;
- (d) to keep the Common Parts free from goods, vehicles and refuse. For the avoidance of doubt, the cost of removing any such items shall be payable by the Licensee on demand.
- (e) not to use the Garage other than for the Permitted Use, for the avoidance of doubt the carrying on of any trade or business activities in the Garage or at the Premises is prohibited;
- (f) not to use any of the utilities provided in the Garage or on the Premises other than for the reasonable use of the Garage for the Permitted Use. In the event of excessive usage of any of the utilities, a surcharge determinable by the Licensor shall be payable upon written notice;
- (g) not to affix any fixtures, fittings or furnishings to any of the walls of the Garage and/or the Premises nor to make any alteration or addition whatsoever to the Garage;
- (h) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Garage or the Premises;
- (i) not to do or permit to be done on the Garage or the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Premises or any owner or occupier of neighbouring property;
- (j) not to cause or permit to be caused any damage to the Garage or the Premises or any neighbouring property; or any property of the owners or occupiers of the Premises or any neighbouring property; in the event of damage caused to the Garage or the Premises, the Licensee shall notify the Licensor in writing immediately of the damage and make good any damage at its own cost to the reasonable satisfaction of the Licensor.
- (k) not to undertake any remedial works without the Licensor's written consent. The Licensee shall carry out all remedial works specified by the Licensor immediately after receiving the Licensor's consent. The Licensee shall be responsible for the cost of any remedial works undertaken pursuant to this clause.
- (l) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (m) not to apply for any planning permission in respect of the Garage;
- (n) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Premises or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Premises from time to time;
- (o) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Garage;
- (p) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Garage and the Common Parts;
- (q) to leave the Garage in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Garage at the end of the Licence Period;
- (r) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- (i) this Licence; or
- (ii) any breach of the Licensee's undertakings in clause 3; or
- (iii) the exercise of any rights given in clause 2;
- (s) to pay to the Licensor interest on the Licence Fee or other payments at the rate of 5 per cent per annum above the base rate of HSBC bank from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within 7 days of the due date (whether formally demanded or not).

4. LIENS AND DISPOSAL OF GOODS

All goods and vehicles at the Premises shall be subject to a lien for all charges due or accruing due from the Licensee to the Licensor pursuant to this Licence. If any such lien shall not be satisfied with payment in full within 10 days' notice given by the Licensor then the Licensor may sell or otherwise dispose of the goods and vehicles at auction. The proceeds of any such sale may be applied towards satisfaction of all sums owing to the Licensor together with expenses of and in connection with such sale, and for the purpose of such sale the Licensor shall be entitled to charge the reasonable or usual selling commission and reasonable garage charges in respect of the period during which the vehicle/goods shall have been in possession of the Licensor. Notice of such intention aforesaid shall be deemed to have been properly and sufficiently given by the sending of written notice by pre-paid post addressed to the Licensee at his last known address, whether or not the same is actually received.

5. TERMINATION

5.1 This licence shall end on the earliest of:

- (a) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3; or
- (b) the expiry of not less than 30 days' written notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
- 5.2 Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6. NOTICES

- 6.1 Any notice or other communication given under this Licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
- (a) to the Licensor at: LCP QUANTUM LTD, Whistler Tower, Edith Grove, London SW10 0ED and

- (b) to the Licensee at the address on the Schedule or as otherwise specified by the relevant party by notice in writing to each other party.
- 6.2 Any notice or other communication given in accordance with clause 6.1 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 6.3 A notice or other communication given under this licence shall also be validly given if sent by e-mail or fax.
- 6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 7. NO WARRANTIES FOR USE OR CONDITION**
- 7.1 The Licensor gives no warranty that the Garage possess the Necessary Consents for the Permitted Use.
- 7.2 The Licensor gives no warranty that the Garage is physically fit for the purposes specified in clause 2.
- 7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.
- 7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. LIMITATION OF LICENSOR'S LIABILITY

8.1 Subject to clause 8.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees; or
- (b) damage to the Garage or any property of the Licensee or that of the Licensee's employees, customers or other invitees; or
- (c) any theft, damage, destruction or loss of any goods stored in the Garage; or
- (d) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees, customers or other invitees in the exercise or purported exercise of the rights granted by clause 2.
- 8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT has been entered into on the date stated in the Schedule.

Please
sign here