

LICENCE AGREEMENT

This Licence is made this tenth day of November 2014 between: -

1. **Liners Investments Ltd** (hereinafter called "the company) and

2. **So Make It Ltd 08442741, unit F, Liners Industrial Estate** ("hereinafter called the licensee")
and shall be in respect of the unit identified as "F"

This Licence shall commence this first day of December 2014, licence fees shall be paid as follows:-

£700.00 Months 1-12

£800 month 13 onwards

Licence fees are payable calendar monthly in advance to the Estate Manager as agent for the company. For the avoidance of doubt it is hereby confirmed that the licence fees are liable to VAT at the prevailing rate.

In addition to the terms described above the company and the licensee hereby agree as follows: -

1. The Unit

The unit specified shall be used for Activity workshops, The licensee acknowledges that the company and any authorised agents have unrestricted rights of access at all times to any unit used by the licensee

2. Estate Facilities

Common areas, parking facilities, and any other additional central services as may from time to time be provided.

3. Deposit

An initial deposit in the sum of £450.00 shall be held over from unit K6 and the additional £350 shall be paid on month 13 to the companies authorised agents. This deposit is subject to VAT at the prevailing rate and shall be refunded on termination of this agreement subject to deduction of any outstanding liabilities.

4. Duration

Subject to the clauses in relation to termination, this Licence shall be for a period of one month from the date hereof thereafter it shall run from month to month until determined by either party on giving one months notice in writing.

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5. The Companies Obligations

The company agrees to use all reasonable endeavours throughout the duration of the licence to carry out the services set out below provided the company shall have no liability to the licensee if it shall take all reasonable steps to maintain the services referred to above and for the avoidance of doubt shall have no liability for interruptions thereto arising from circumstances outside its reasonable control.

5.1 Pay all domestic water rates relating to the unit and common parts of the estate.

5.2 Maintain adequate fire insurance in respect of the estate.

5.3 Clean, light and maintain all common parts in the estate.

5.4 Keep the estate in reasonable, usable repair and fair condition at all times.

5.5 Allow the licensee reasonable access to the unit at all times.

5.6 Provide an electricity supply to the unit through a sub-meter.

5.7 The company is responsible for the external maintenance and repair to the unit, (with exception of the industrial door and pedestrian access doors).

6.0 Licensee's obligations

The licensee agrees throughout the duration of the licence: -

6.1 To observe the requirements of the licence together with any other rules or regulations that the company may from time to time impose so as to ensure the effective operation of the estate.

6.2 To comply with all rules and regulations of the central and local government affecting the use of the unit and in particular the Factories Act 1961 and Health and Safety at Work Act 1974.

6.3 To accept full responsibility for all the licensee's visitors or employees in or upon the unit or the general facilities of the estate and to indemnify the company against all actions or claims that may arise.

6.4 To keep the unit clean and tidy; to dispose of all refuse in a timely manner and not to store any noxious, inflammable or explosive materials which may give rise to a fire or health risk, without the prior consent of the estate manager.

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6.5 The licensee shall not do anything which will invalidate the company's insurance policies and shall at all times behave in a reasonable manner whilst using the estate and the surrounding loading and car parking areas and shall exercise all due care when using the licensor's fixtures and fittings (whether within the licensee's unit or not) and shall keep the licensor indemnified against damage to equipment or property, or any part of the estate arising out of negligence or malicious acts on the part of the licensee and shall not do or permit to be done anything which in the opinion of the company may be a nuisance to or in anyway interfere with the quiet enjoyment of the estate by the company or any other user of the estate.

6.6 Not to install in the unit any machinery or heating apparatus and not to make any alterations to the unit during the period of the licence (except as authorised by the company or the estate manager in writing).

6.7 The licensee shall contemporaneously with the licence fee meet the cost of electricity (and gas if applicable) consumed in the unit as recorded by the sub-meters.

6.8 On Vacating the unit it shall be left in a clean, tidy and decorative condition commensurate with that at commencement of the licence and the licensee shall reinstate and make good any damage caused by the removal of any of the licensee's fixtures and fittings.

6.9 To ensure that the security of the estate is at all times preserved and in particularly when the estate manager is not present.

6.10 The licensee is responsible for the maintainence of the electrical wiring within the unit and must obtain a test certificate in respect of any electrical wiring, which is installed in the unit.

6.11 The licensee is responsible for the internal maintainence of the unit and the maintenance of roller shutter, sliding and pedestrian doors into the property.

6.12 The upkeep of water heating apparatus and space heating apparatus where fitted are the responsibility of the licensee.

6.13 The licensee will not assign or otherwise dispose of any interest arising from the licence agreement.

6.14 The licensee is responsible for the business rates payable on the unit.

6.15 The unit can be used 8am to 5pm Monday to Friday and 8am to 1pm on Saturday, any use outside these hours must not interfere in any way with the neighbouring properties, specifically with regard to noise, smells and dust pollution

6.16 The parking spaces provided are at the companies discretion and are for parking only and not storage of immobile vehicles.any cars shown to be parked in unauthorized spaces will incur a charge of £20 per day or part there of.

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7. Termination

The licence may be terminated by either party on one months written notice to be given **at any time**. In the event of non-payment of licence fee or breech of any of the licensee's obligations then **the licence shall terminate forthwith**.

8. Company's liability

For the avoidance of doubt the licensee and the company HEREBY AGREE (subject to the provision of the Unfair Contract Terms Act 1977) that the company shall have no liability whatsoever to the licensee for and the licensee shall indemnify the company against all actions and claims which may be brought against the company howsoever arising out of or in respect of this licence.

9. The Estate Manager And Managing Agents

The Company has appointed an estate manager to act on its behalf in all matters concerning the estate who has the authority to act in the name of the company in all matters relating to this licence during the period of their respective appointments.

10. This Licence may not be transferred by the licensee.

Signed...(Andrew Bessey)..... 10-11-14.....

On behalf of the licensor

Signed..... 12/11/14.....

On behalf of the licensee

