FRANCHISEE LICENCE TO OCCUPY

**AN AGREEMENT** made the on **………………………………………**

1. **Particulars**

In this Agreement the following expressions shall have the following meanings:-

1.1 The **Licensor: Egerton Trust, PO BOX 897, Warrington, WA4 2US. Email:** **info@riversideadmin.com**

1.2 The Licensee: (Licensee): **………………………………………**

1.3 The **Premises: CONTAINER ……. Riverside Industrial Estate, Station road,**

 **Penketh. WA5 2UL**

1.4 The **Licence Franchise Period** the period from **…………………**

For minimum period one month and then after initial period - until ended by a months notice by either party to the other to bring this licence to an end.

1.5 Licence **Franchise Fee** **£…………per month**. 2 MONTHS ADVANCE PAYMENT:

 D/D Bank details: Co-op account Number: 70892099. Sort code: 08-90-00.

1.6 The **Authorised Use. Storage**

The Licensor gives the Licensee the non exclusive right AND Franchise for the Licence Franchise Period monthly made on **………………………………………** until further notice from the premises in common with other parties who will also have similar rights on the terms contained in this Licence.

3. **Licensee’s undertaking**

The Licensee agrees and undertakes with the Licensor:

(Please note a continual monitoring of costs of operation. If exceeds normal routine, an increase in line with costs will occur).

* 1. To pay the Licence Franchise Fee (together with any VAT) in advance on the first day of each month by standing order or by direct bank debit as the Licensor shall decide, or the date the agreement starts.
	2. To pay a reasonable proportion with others of all general rates, water charges, electricity and gas charges and telephone charges in respect of the Premises during the Licence Franchise Period.
	3. Not to bring any furniture, equipment, goods or chattels onto the Premises without the consent of the Licensor.
	4. To keep the Premises clean and tidy and in the same condition as they are at the date of this Licence and clear of rubbish and to leave the same in a clean and tidy condition and free of the Licensee’s furniture, equipment, goods and chattels at the end of the Licence Period and the Licensor shall have the right to remove and dispose of as he thinks fit any items belonging to the Licensee that are left on the premises at the end of the Licence Franchise Period.
	5. Not to carry out any alterations or decorations to the premises
	6. Not to display any signs or notices outside the Premises without prior written consent of the Licensor.
	7. Not allow any other people to come onto occupy the Premises or any part but only as employed by the Licensor in respect of its business.
	8. To use the Premises only for the authorised use and not to use the Premise in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to adjoining property or the owners, occupiers or users of such adjoining or neighbouring property.
	9. To observe such reasonable rules and regulations as the Licensor may make and of which the Licensor will notify the Licensee from time to time governing the Licensee’s use of the Premises.
	10. Not to store flammable or dangerous goods, or any items that may cause bodily harm
	11. Licensee must supply own locks and insurance, the licensor will no be held responsible, or any circumstance, for the damage or safety of the Licensee’s property
	12. Gate FOBS are £15 to purchase, and are none refundable. The cost to replace a FOB is £15.
	13. If the premises is not cleared after the date notice has been given, the Licensee gives the Licensor permission to gain access by any means to the premises, and clear, empty and dispose of any goods within.
1. **General**
	1. The Licence grant herein shall determine
		1. Immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained herein
		2. On not less than four weeks notice given by the Licensor or the other party to expire on the last day of a month after the initial licence period.
	2. The benefit of this Licence is personal to the Licensee and not assignable and the rights granted may only be exercised by the Licensee and its employees and clientele.
	3. The Licensor gives no warranty that the Premises are legally or physically fit for the purpose of the Licensees.
	4. The Licensor shall not be liable for the death of or injury to or for damage to any property of or for any losses, claims, demands, actions, proceeding, damages, costs or expenses or other liability incurred by the Licensee or any other person in the exercise of the rights granted.
	5. All notices given by either party pursuant to the provisions of this agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party at its registered office or last known address.
	6. This licence shall end on the earlier of one months notice. The expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations.
	7. The expiry of not less than one months notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
	8. 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.
	9. If this licence is terminated by the Licensor pursuant to clause 4. The Licensor shall be entitled to enter the Property and take any goods that belong to the Licensee for the purpose of repaying any arrears of the Licence Fee or any other sums due to the Licensor, which the Licensee has failed to pay to the Licensor pursuant to clause 3.1.
	10. It is agreed that this agreement is not to be construed in any way as being a lease of the premises or any part.

# SIGNED by the Licensor

On Behalf of

Egerton Trust

SIGNED by the Licensee

**NAME:**

**EMAIL:**

**MOBILE:**

**POSTAL ADDRESS:**