



# RIVERSIDE ESTATES.

Residential & Commercial Property

## FRANCHISEE LICENCE TO OCCUPY

AN AGREEMENT made on: .....

### 1. Particulars

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

#### 1.1

The Licensor: **RIVERSIDE ESTATES NW LTD**

The Licensee: .....

1.3 The Premises: .....

1.4 The Licence Franchise Period

the period **from** .....

For minimum period of one month and then after initial period - until ended by 30 days notice by either party to the other to bring this licence to an end.

1.5 Licence Franchise Fee (Rent)

RENT £ .....

ADVANCE £ .....

1.6 The Authorised Use. ....

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.

## **2. 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.
2. To pay excessive use – to be deemed by the landlord – of any and all services and utilities provided. This includes, but is not limited to water, electricity, Internet and waste removal. The electricity is paid by the estate, and has a sub metre. The readings and image is taken on a regular basis, and invoiced directly to the tenant.
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 cleared, and to leave the premises in the same condition as they are at the date of this Licence. The Licensee's furniture, equipment, goods and chattels at the end of the Licence Period must be cleared and the Licensor shall have the right to remove and dispose 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 without landlord permission
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 without consent of the landlord
8. To use the premises only for the authorised use and not to use the premises 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. No smoking in the communal and residential areas, including courtyard areas. Tenants will be fined £50 if they are seen to be smoking within the building.
10. The FOB access system is monitored, and is for residents use only. Do not allow any other persons into the building on your FOB unless they are accompanied by you. Replacement cost for a FOB is £50. If your FOB is not handed in, or is damaged, the cost will be deducted from the advance.
11. Call out fee's within office hours are charged at £50. This includes but is not limited to: gaining access due to loss of keys / being locked out of the premise. The cost for a replacement key is £50
12. Riverside Estates NW LTD is not responsible for the theft or damage of tenant's possessions.
13. Please ensure you recycle your waste, and place items in the correct waste bins provided. Excessive waste, or anything above the normal amount of waste – as deemed by Landlord– must be disposed off the premises at the local tip, or arrange with the landlord a fee to dispose of the items.
14. The communal utility area must be kept clean and tidy at all times, along with all other communal areas.

15. The licensee understands the property has to be returned to its original condition when vacating the property – deep cleaned with all the existing furniture intact. It is at the landlord's discretion the amount of the advance to be used to repair and clean the property.
16. The Advance covers the cost of organising repairs and/or maintenance once the property is vacated. Should the works be deemed the tenant's responsibility, the total to rectify and repair will be calculated and deducted from the advance paid.
17. If the license is terminated, and the property vacated without or before the 30 day notice period, an early termination fee of £50 will be charged and deducted.
18. A default fee for late payment of rent will be charged at £25 per incident. If the arrears of a previous month have not been paid, and carried forward to the next month, an additional £25 will be added each month until paid.
19. Replacement of a lost key / security device giving access to the housing will be charged at £60. The tenant will be required to enlist the services of a locksmith outside of office hours, and will be required to supply the office with 2x spare keys to enter the property. Failure to supply 2x spare keys upon vacating will evoke a £60 fee to be deducted.
20. The Licence grant herein shall determine
21. Immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained herein
22. On not less than 30 days notice given by the Licensor or the other party to expire on the last day of a month after the initial licence period.
23. 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.
24. The Licensor gives no warranty that the Premises are legally or physically fit for the purpose of the Licensees.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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

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On Behalf of Riverside Estates NW LTD

Witnessed by

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SIGNED by the Licensee

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Witnessed by

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