

APPENDIX

1 DEFINITIONS AND INTERPRETATION

In this licence the following expressions have the meanings:-

1.1 **‘The Accessways’**

The roads, paths, entrance halls, corridors and staircases of Moulsham Mill the use of which is necessary to obtain access to and egress from the Designated Space and any Designated Parking Space or those of them that afford reasonable access and egress thereto and therefrom and that the Licensor may from time to time in his absolute discretion designate on 28 day’s notice to the Licensee.

1.2 **‘The Designated Hours’**

8.00 am to 10.00 pm on Mondays to Fridays inclusive and 8.00 am to 6.00 pm on Saturdays, bank and other public holidays excepted, or such other hours as the Licensor may from time to time in his absolute discretion determine on 14 days notice to the Licensee.

1.3 **Headings**

The clause and subclause headings do not form part of this licence and must not be taken into account in its construction or interpretation.

1.4 **‘The Licence Period’**

The period from the Licence Date until the date on which the Licensee’s rights under clause 2 are determined in accordance with clause 5.1.

1.5 **References to clauses**

Any reference in this licence to a clause or subclause without further designation is to be construed as a reference to the clause or subclause of this licence so numbered.

1.6 **‘VAT’**

Any value added tax or any other tax of a similar nature.

2 THE LICENCE

Subject to clauses 3 and 5 the Licensor gives the Licensee the right for the Licence Period and during the Designated Hours in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the rights given to use the Designated Space for the Permitted Use, to use any Designated Parking Space for parking private motor vehicles, and to use the Accessways for access to and egress from the Designated Space and any Designated Parking Space.

3 LICENSEE’S UNDERTAKINGS

The Licensee agrees and undertakes as set out in this clause 3:-

3.1 **Licence Fee**

The Licence Fee payable by the Licensee to the Licensor is fully inclusive of rates, maintenance, lighting, heating and cleaning. The Licensee must pay the Licence Fee to the Licensor in advance on the first day of each month by bankers standing order if so required by the Licensor, the first payment or a due proportion of it apportioned on a day-to-day basis to be made on the date of this licence. The amount of the Licence Fee will be calculated by reference to the area of the Designated Space. Unless otherwise provided for in this licence any sums payable by the Licensee to the Licensor under this licence shall be paid in full without deduction, set-off or counterclaim within 14 days of the Licensor rendering the Licensee with an invoice. All services and products not covered by the Licence fee will be invoiced separately and will include VAT, if applicable.

3.2 **Deposit**

The Licensee must deposit one month's Licence Fee with the Licensor as security for the performance and observance of the undertakings contained in this clause 3, to be repayable to the Licensee (less any amount due to the Licensor in respect of any non-performance or non-observance by the Licensee) without interest within 28 days of the determination of the Licence Period or such longer period as may be necessary to ascertain any amount due to the Licensor.

3.3 **Consent for chattels**

The Licensee must not bring any furniture, equipment, goods or chattels onto Moulsham Mill without the consent of the Licensor except as is necessary for the exercise of the rights given in clause 2.

3.4 **Condition of property**

The Licensee must keep the Designated Space and any Designated Parking Space clean and tidy and clear of rubbish and leave them 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 is expressly authorized by the Licensee to dispose at his sole discretion of all goods and chattels left at the Designated Space, any Designated Parking Space, the Accessways or anywhere within Moulsham Mill by the Licensee at the end of the Licence Period without the Licensor incurring any liability to account to the Licensee.

3.5 **Interior of Designated Space**

The Licensee must not without the previous consent in writing of the Licensor change in any way the interior structure, fabric, decoration or arrangement of the Designated Space (including the use of nails or screws in walls, ceilings and floors), and the Licensee must replace and make good all breakages, deficiencies and damage to the fixtures and fittings and effects in the Designated Space during the Licence Period (fair wear and tear excepted) and must inform the Licensor forthwith of any such breakages, deficiencies and damage.

3.6 **Accessways**

The Licensee must not obstruct the Accessways or make them dirty or untidy or leave any rubbish on them.

3.7 **Signs and notices**

The Licensee must not without the prior written consent of the Licensor display any signs or notices at the Designated Space, any Designated Parking Space, the Accessways or anywhere within Moulsham Mill including but not limited to the entrance to Moulsham Mill nor shall the Licensee erect any aerial, satellite dish or other signal receiving apparatus without the Licensor's previous written consent.

3.8 **Nuisance**

The Licensee must not use the Designated Space, any Designated Parking Space or the Accessways in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to Moulsham Mill or adjoining or neighbouring property or to the Licensors, other Licensees, occupiers or users of Moulsham Mill, or other occupiers or users of any adjoining or neighbouring property.

3.9 **Statutory requirements and insurance**

The Licensee must not do anything that will or might constitute a breach of any statutory requirement affecting Moulsham Mill (particularly regulations relating to fire, fire drills, security and health and safety) or that will or might wholly or partly prejudice any insurance effected in respect of Moulsham Mill from time to time.

3.10 **Public and Employers Liability**

The Licensee must at all times effect and maintain in force full public and employers liability accident and other such insurance cover as is usual or prudent in relation to the Permitted Use and to insure all equipment owned by the Licensee and the users thereof whilst the same is situate in the Designated Space and before entering into this licence and thereafter upon demand at any time to supply a copy of such policy or policies to the Licensor together with proof of payment of the premium.

3.11 **Indemnity**

The Licensee must indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence, any breach of any of the Licensee's undertakings contained in this clause, or the exercise or purported exercise of any of the rights given in clause 2.

3.12 **Rules and regulations**

The Licensee must observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Designated Space, any Designated Parking Space, or the Accessways.

3.13 **Telephone**

Unless agreed otherwise the Licensee will use the telecom system provided by the Licensor. The Licensee must pay for or indemnify the Licensor, its agents, assigns and employees against all charges for telecommunications and the rental and maintenance of all telecommunications equipment used by the Licensee.

3.14 **Interest**

The Licensee must pay to the Licensor on demand interest from the date that any Licence Fee or other sum payable under this licence shall become due under the terms of this licence until payment in full at the rate of 8% per annum.

3.15 **Licensor's rights**

The Licensee must not in any way impede the Licensor or his officers, servants or agents in the exercise of his rights of possession and control of Moulsham Mill and every part of Moulsham Mill. The Licensee must allow the Licensor and his agents and contractors access to the Designated Space at all times on reasonable notice (except in emergency) for the purpose of carrying out his obligations and securing compliance by the Licensee.

3.16 **Sharing**

Unless otherwise agreed by the Licensor the Licensee must not share the use of the Designated Space or any Designated Parking Space with any other person (nor agree to do so).

4 LICENSOR'S COVENANTS

Subject to payment of the Licence Fee by the Licensee the Licensor hereby covenants to keep Moulsham Mill in good repair and condition and to provide lighting, heating and cleaning services to Moulsham Mill unless prevented by circumstances beyond his reasonable control.

5 GENERAL

5.1 Termination

The rights granted in clause 2 are to terminate (without prejudice to the Licensor's rights in respect of any breach of undertakings contained in clause 3):

- 5.1.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of any of his undertakings contained in clause 3; and
- 5.1.2 on not less than one months notice given by the Licensor or the Licensee to the other party to expire on the last day of a month.

5.2 Assignment prohibited

The benefit of this licence is personal to the Licensee and not assignable and the rights given in clause 2 may only be exercised by the Licensee and his employees.

5.3 Warranty excluded

The Licensor gives no warranty that Moulsham Mill is legally or physically fit for the purposes specified in clause 2 or that such purpose is permitted for the purposes of the Town and Country Planning Acts.

5.4 Liability excluded

The Licensor is not to be liable for the death of or injury to the Licensee or his employees and customers (save for such death or personal injury caused by the Licensor's negligence) or for damage to any property of theirs or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by clause 2.

5.5 Licensor's authorised agent

With regard to anything in this Licence requiring to be paid, done or given by or to the Licensor it shall be sufficient if the matter in question shall be paid, done or given by or to (as the case may be) the Licensor's duly authorised agent.

5.6 Terms

References in this licence to the masculine gender shall be deemed to include the feminine and neuter genders and to the singular shall be deemed to include the plural and visa versa and references to the Licensor shall be deemed to include the owners from time to time of Moulsham Mill and their successors in title and assignees.

5.7 Waiver

No forbearance, delay or indulgence by the Licensor in enforcing any of the terms or conditions of this licence shall prejudice or affect the rights and remedies of the Licensor hereunder nor shall any waiver of any breach hereof operate as a waiver of any subsequent breach hereof and no waiver or variation of this licence shall be valid or have any effect unless the same be made in writing and signed by the Licensor or someone duly authorized on his behalf.

5.8 Third parties

The parties intend that no term of this licence may be enforced by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999 except the Licensor's appointed agent.

5.9 Notices

All notices given by either party pursuant to the provisions of this licence must be in writing and are to be sufficiently served if delivered by hand or sent by recorded delivery to the other party at his last known address.

NB: Please refer to Clause 3.1. Please note the licence fee is now collected by direct debit.