

# LICENCE FOR STORAGE

Robert More

A R MORE Park Farm, Webbs Lane, Beenham, Reading, Berkshire, RG7 5LH

THIS LICENCE is made the

day of

2018

BETWEEN:-

1 **The A R More Partnership of Park Farm, Webbs Lane, Beenham, Reading, Berkshire, RG7 5LH**  
(the Owner')

And

2 of

(the Licensee')

NOW IT IS AGREED as follows:-

## 1.0 Definitions and Interpretation

In this Licence the following expressions have the meanings given in this clause:-

### 1.1 Plan 1

'Plan 1' means the plan annexed to this Licence showing the extent of the Premises

### 1.2 The Premises

The 'Premises' means **Park Farm, Webbs Lane, Beenham, Reading, Berkshire, RG7 5LH** shown for identification purposes only outlined in blue on Plan 1

### 1.3 The Access Route

The 'Access Route' means the tracks of the Premises the use of which is necessary to obtain access to and egress from the Licensed Area coloured brown on Plan 1

### 1.4 The Licensed Area

The 'Licensed Area' means the storage container occupied the approximate position of which is shown for identification purposes only edged red on Plan 1 or such other storage space of a comparable size within the Premises as the Owner may from time to time in his absolute discretion specify

### 1.5 Headings

The clause and sub-clause headings do not form part of this Licence and must not be taken into account in the construction or interpretation

### 1.6 The Licence Fee

The 'Licence Fee' means **One Hundred and Thirty Pounds ( £ 130 )** per **Month** Exclusive of VAT. VAT to be added at 20%.

### 1.7 The Licence Period

The 'Licence Period' means the period of **TWO MONTHS** from the [INSERT DATE HERE] and then from month to month or until the Licence is determined in accordance with Clause 4

### 1.8 Reference to Clauses

Any reference in this Licence to a clause or sub-clause without further designation is to be construed as a reference to the clause or sub-clause of this Licence so numbered

### 1.9 VAT

'VAT' means Value Added Tax or any other tax of a similar nature

## 2.0 The Licence

Subject to clauses 3 and 4, the Owner gives the Licensee the right, for the Licence Period in common with the Owner and all others authorised by the Owner (on a non-exclusive basis such that no relationship of landlord and tenant is created) so far as is not inconsistent with the rights given, to use the Licensed Area for storage and to use the Access Route for access to and egress from the Licensed Area

## 3.0 Licensee's agreements and undertakings

The Licensee agrees and undertakes:-

- 3.1 **To pay the Licence Fee, together with any VAT, in advance on the first day of each month by BACS or standing order into an account nominated by the Licensor.**
- 3.2 **To pay all rates taxes and other outgoings relating to the Licensee's use of the Licensed Area within 21 days of demand by the Owner**
- 3.3 **To keep the Licensed Area clean and tidy and clear of rubbish and leave it in a clean and tidy condition and free of the Licensee's equipment, goods and chattels at the end of the Licence Period**

- 3.4 Not to obstruct the Access Route or make it dirty or untidy, or leave any rubbish on it**
- 3.5 Not to use the Licensed Area to store anything flammable, explosive or combustible**
- 3.6 Not to use the Licensed Area to store any illegal substance or material**
- 3.7 Not to use the Licensed Area or the Access Route in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property**
- 3.8 Not without the prior written consent of the Owner to bring onto, or permit on, the Premises any dangerous or noxious substance or thing, inflammable material or high temperature equipment**
- 3.9 Not to do anything that will or might constitute a breach of any statutory requirement affecting the Premises or that will or might wholly or partly vitiate any insurance effected in respect of the Premises from time to time**
- 3.10 To indemnify the Owner, and keep the Owner 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**
- 3.11 To take out his own insurance in respect of all items stored on the Premises and against third party liability for a reasonably appropriate level of cover**
- 3.12 Not to impede in any way the Owner, or his agents, in the exercise of his rights of possession and control of the Premises or any part of the Premises and to provide the Owner with a key to any padlocks used by the Licensee which may otherwise impede the Owner's access to the Licensed Area**

## **4.0 Determination**

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

- 4.1 Immediately on notice given by the Owner at any time following any breach by the Licensee of his undertakings contained in clause 3**

- 4.2 On not less than 28 days' written notice given by the Owner or the Licensee to the other party to expire on the last day of any month

## **5.0 Return of the Premises**

At the end of this Licence however it ends the Licensee agrees and undertakes:

- 5.1 To remove all the Licensee's belongings, equipment, goods, chattels, fittings, furnishings and effects and to make good all damage caused by their removal; and
- 5.2 To return the Licensed Area to the Owner in a state of repair decoration and condition consistent with the full performance by the Licensee of his obligations in this Licence and any licence or consent granted by the Owner; and
- 5.3 To allow the Owner to sell any Licensee's property left on the Licensed Area or Premises after this Licence has terminated and concerning which the Owner has served five Working Days' notice in writing on the Licensee; and to deduct from the proceeds of sale the expenses of removal, storage and sale and Licence Fee and any other money due from the Licensee and to hold the balance to the order of the Licensee for a maximum of 28 days; and
- 5.4 To indemnify the Owner against liability to a third party incurred by the Owner in having sold property under clause 5.3 in the mistaken belief (which is presumed unless the contrary is proved) that it belonged to the Licensee.

## **6.0 No Assignment**

The benefit of this Licence is personal to the Licensee and not assignable, and the rights given in clause 2 may only be exercisable by the Licensee

## **7.0 No Warranty**

The Owner gives no warranty that the Premises are legally or physically fit for the purposes specified in clause 2

## **8.0 Exclusion of Liability**

The Owner will not to be liable for damage to any property of the Licensee (or his employees) or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other

liability incurred by him or them in the exercise or purported exercise of the rights granted by clause 2

AS WITNES the hands of the parties the day and year first before written

SIGNED by ROBERT MORE

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SIGNED by

[INSERT NAME OF LICENSEE]

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