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THIS LICENCE AGREEMENT is made the .....  
BETWEEN :

(1) **ONWARD HOLDINGS LIMITED** (Company Regn No 0271717) of Unit 1A Onward Park  
Phoenix Avenue Green Lane Industrial Estate Featherstone West Yorkshire WF7 6EP  
("the Licensor")

(2) ..... of .....  
("the Licensee")  
.....  
.....

NOW IT IS AGREED as follows :

**DEFINITIONS AND INTERPRETATION**

In this document the following expressions have the meanings given in this clause :

- 1.1 'the Accessways' means the roads, paths and internal means of access to the Designated Space, or those of them that afford reasonable access and egress thereto and therefrom that the Licensor from time to time in its absolute discretion may designate on 3 days' notice to the Licensee
- 1.2 'the Designated Space' means the unit of space known as Space **X** forming part of the Premises (as hereinafter defined) and the expression 'the Designated Space' shall mean Space **X** or such other storage space or unit comprising a single area of not less than **X square feet** within the Premises as the Licensor may from time to time decide in its absolute discretion on 14 days' prior notice to the Licensee
- 1.3 Headings  
The clause headings and the table of contents do not form part of this Agreement and must not be taken into account in its construction or interpretation
- 1.4 'the Licence Fee' means **£XXX.XX** per four week period or such other amount as the Licensor may from time to time determine in its absolute discretion on 14 days' notice to the Licensee
- 1.5 'the Licence Period' means the period from the date of this document until the date on which the Licensee's rights under clause 2 are determined in accordance with clause 4.1 and the Designated Space is cleared of all of the Licensee's goods and items
- 1.6 'the Plan' means the plan annexed hereto and coloured accordingly
- 1.7 'the Premises' means the land and buildings shown for the purpose of identification only edged blue on the Plan
- 1.8 References to clauses  
Any reference in this agreement to a clause without further designation is to be construed as a reference to the clause of this Agreement so numbered

**2 THE LICENCE**

Subject to Clause 3 and Clause 4 hereof the Licensor gives the Licensee the right, for the Licence Period in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the rights given herein

- 2.1.1 to use the Designated Space for the sole purpose of the storage of the Licensee's goods as set out below
- 2.1.2 to use the Accessways for access to and egress from the Designated Space provided that access to the Premises shall be vehicular only
- 2.2 to use the services connected (if any) to the Designated Space or from time to time provided by the Licensor but the Licensor shall not be responsible for any interruption in the supply of services to the Premises or the Designated Space if caused by reasons beyond its control
- 2.3 to use such part of any temporary designated car parking facilities (if any) in the Premises or adjacent as the Licensor shall from time to time in its discretion designate but only for loading and unloading

**3 LICENSEE'S UNDERTAKINGS**

The Licensee agrees and undertakes as set out in this clause

**3.1 Licence Fee and Outgoings**

The Licensee must pay the Licence Fee to the Licensor in advance on each payment date (by direct debit if required), the first payment or a due proportion of it apportioned on a day to day basis to be made on the date of this Agreement, and must pay on demand a fair and reasonable proportion, apportioned in respect of the Licence Period, of all outgoings of a periodically recurring nature incurred in respect of the Premises

If the Licence Fee or any other sum due from the Licensee to the Licensor is not paid on the due date, the Licensor reserves the right to charge interest on any outstanding invoices at a rate of 6% above the base lending rate from time to time of Barclays Bank plc

- 3.1.1 The Licence Fee shall be payable in respect of each month or fraction of a month during which either there are goods stored in the Designated Space for which the Licensee is responsible or during which the Licensee requires to use the Designated Space
- 3.1.2 If the Licensee has not vacated within 14 days of the notified date of departure, the notice will lapse and fresh notice of a new departure date must be given to comply with this clause
- 3.1.3 If the Licence Fee or any additional charge or interest remains unpaid on the due date the Licensor may exclude the Licensee from the Premises until the outstanding payments have been made in full and may take such measures as are necessary to recover vacant possession of the Designated Space whether or not the Licence has been terminated, without prejudice to the Licensee's obligation to pay any unpaid or future charges
- 3.1.6 All payments to the Licensor shall be made by the Licensee without any deduction or set-off whatsoever
- 3.1.7 The Licensor may at any time and on not less than 28 days' prior notice increase the licence fee from the date of determination of the Licence Period

**3.2 Deposit**

- 3.2.1 The Licensee must (if required by the Licensor) deposit £ - with the Licensor as security for the performance and observance of the undertaking contained in this Agreement, 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) within 14 days of the determination of the Licence Period or such longer period as may be necessary to ascertain any amount due to the Licensor

3.2.2 The Licensor may deduct from the Deposit either during the Licence Period or when it comes to an end any monies payable to the Licensor under this Licence which are due (whether during the duration of this Licence or when it comes to an end) including any costs incurred by the Licensor in making good any damage to the Designated Space or the Premises when this Licence comes to an end, and any other monies properly claimed by the Licensor from the Licensee (whether or not under the terms of this Licence)

3.2.3 If the Licensor deducts any monies from the Deposit during the Licence Period it may require the Licensee to make up the differences so that the amount of the Deposit is not reduced

### **3.3 Condition of the Designated Space**

3.3.1 The Licensee must inspect the Designated Space before signing this Agreement and before storing any goods and inform the Licensor if it believes it is unsuitable for its requirements in any way. Otherwise the Designated Space will be deemed to be suitable and in good condition at the date of this document

The Licensee must keep the Designated Space clean and tidy and clear of rubbish and leave them in a clean and tidy condition and free of the Licensee's goods, equipment and other items in its ownership, custody or control at the end of the Licence Period

3.3.2 On termination of the Licence the Licensee must retrieve all goods as aforesaid and leave the Designated Space clean and tidy and in the same condition as the start of the Licence Period. The Licensor may charge the Licensee if at its sole discretion it is necessary to clean the Designated Space or dispose of any goods or other items as aforesaid left in the Designated Space or on the Premises

### **3.4 Accessways**

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

### **3.5 Signs and notices**

The Licensee must not display any signs or notices at the Designated Space without the prior written consent of the Licensor

### **3.6 Nuisance**

The Licensee must not use the Designated Space or the Accessways 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 Licensors, occupiers or users of any adjoining property.

### **3.7 Storage Uses**

The Licensee must not use the Designated Space or the Accessways to store any illegal substances or goods or items illegally obtained or items or goods of a dangerous nature including, but not exclusively flammable liquids, explosives, chemicals, radioactive or toxic substances, any substances that may contaminate the Licensor's land or the Premises or any other items or goods stored there

The Licensee must not use the Designated Space or the Accessways to store any perishable items or living plants or animals

The Licensor may refuse to allow storage of any items at its sole discretion

The Licensee will only use the Designated Space for storage purposes and not for any trade or business or other purpose

The Licensee must use reasonable care when using the designated space or on the Premises and will indemnify the Licensor and keep the Licensor indemnified against any demand or claim made or any action or other proceedings brought against the Licensor arising out of or in connection with any dispute as to the ownership of the goods or as to the person entitled in law to possession thereof or the dangerous infective or contagious nature thereof and against all and any costs charges expenses damages or loss

3.7.6 To notify the Licensor in advance of any proposal that would render inadequate the existing arrangements for escape, fire fighting and other precautions as provided in the 1971 Fire Precautions Act or any subsequent amendment or re-enactment thereof

3.7.7 Not to block up or otherwise obstruct the drains serving the Designated Space or the Premises

3.7.8 To comply with the provisions of the Environmental Protection Act 1990, the Environmental Act 1995 and with the requirements of any subsidiary legislation directive or notice thereunder and any common law and to indemnify the Licensor from and against all claims penalties expenses and costs (including reasonable legal and professional costs including VAT) to which the Licensor might become liable howsoever caused by or on behalf of the Licensee in not so complying as aforesaid

3.7.9 To comply with the terms of every Act of Parliament, order, regulation, byelaw, rule, licence and registration authorising or regulating how the Designated Space is used and to obtain, renew and continue any licence or registration which is required

3.7.10 Not to damage any part of the Designated Space

3.7.11 To comply with all reasonable directions of the Licensor and all conditions, rules and regulations from time to time prescribed by the Licensor for the management and control of the Designated Space and of the Premises

### **3.8 Statutory requirements and insurance**

3.8.1 The Licensee must not do anything whereby any policy of insurance relating to the Premises and/or the Designated Space or the Licensor's property and equipment which may constitute a breach of any statutory requirement affecting the same or that will or might wholly or partly vitiate any insurance effected in respect of the same from time to time, or which may cause any increased premium to become payable for such insurance unless the difference is paid by the Licensee

3.8.2 The Licensee shall at all times comply with all fire, safety and security precautions or instructions posted about the Premises or as directed by the Licensor and all regulations relating thereto

3.8.3 To be responsible for insuring the Licensee's goods, fixtures, fittings and any other property of the Licensee in the Designated Space

3.8.4 To effect adequate third party insurance for the Licensee's use of the Designated Space and any services provided by the Licensor from time to time

### **3.9 Indemnity**

3.9.1 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 agreement, 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, or act or omission of the Licensee

The Licensee covenants that he is the legal owner of or entitled in law to possession of all or any goods or items stored within the Designated Space or anywhere on the Premises and acknowledges that any items stored at the Premises are stored at his own risk and expense

### **3.10 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 or the Accessways. The Licensee must also comply with the direction of any of the Licensor's

employees or agents at the Premises and any further regulations for use of the Designated Space which the Licensor may issue from time to time

### **3.11 Security**

3.11.1 The Licensee is responsible for providing his own lock or other means of security for the Designated Space and for ensuring that the Designated Space is properly secured at all times

The Licensor may (but is not obliged to) demand personal identification from anyone attempting to access the Designated Space and refuse access if satisfactory proof of identity cannot be given

The Licensor will not be responsible at any time for locking the Designated Space and the Licensee takes full responsibility and accepts full liability for any losses incurred by the Licensor or the Licensee in respect of the Designated Space being unsecured

### **3.12 Repair/Maintenance**

The Licensee shall not make any alteration to the Designated Space and will indemnify the Licensor for any alterations made in breach of this clause and shall make good any damage caused to the Designated Space by the Licensee or his agents or servants. The Licensee shall notify the Licensor immediately of any damage to any part of the Premises

### **3.13 Licensor's costs**

The Licensee must pay to the Licensor on demand, and indemnify the Licensor against, all costs and expenses of professional advisers and agents incurred by the Licensor in connection with this Licence to the Licensee of the Designated Space

### **3.14 Licensor's rights**

The Licensee must not in any way impede the Licensor or its officers, servants or agents in the exercise of his rights of possession and control of the Premises and every part of the Premises including the Designated Space

### **3.15 Lien**

3.15.1 All and any goods stored in the Designated Space are subject to a general lien of the Licensor for all sums due and payable and becoming due or payable under the Licence and any other monies due to the Licensor from the Licensee

3.15.2 The Licensor may treat any goods remaining in the Designated Space after termination of the Licence as abandoned and may dispose of them in any way that it sees fit and retain any proceeds as payment towards any outstanding payments due to the Licensor from the Licensee and any charges incurred in respect of such disposal. The Licensor will not be liable for any losses made by the Licensee in respect of the goods disposed of

## **4 GENERAL**

### **4.1 Determination**

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

4.1.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in clause 3; and 4.1.2 on not less than 28 days' written notice given by the Licensor or the Licensee to the other party to expire on the last day of a month

### **4.2 Assignment prohibited**

The Licensee is :

4.2.1 not to assign or sub-licence this Licence

4.2.2 not to sublet the Designated Space or any part thereof

4.2.3 not (without the prior written consent of the Licensor) to share the Designated Space with any other person or company

### **4.3 Warranty excluded**

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

### **4.4 Liability excluded**

**The Licensee acknowledges that any goods stored in the designated space are stored at the Licensees sole risk and that the Licensor shall not be liable to the Licensee for any loss including consequential or economic loss or damage which may be suffered by the Licensee as a direct result of the failure on the part of the Licensor to observe the strict performance of the terms of the Licence by reason of being prevented from doing so, hindered or delayed due to any Act of God, force majeure nor strike or lock-out trade dispute or labour disturbance, accident, break down of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of the Licensor affecting the provision by the Licensor or the availability of the Designated Space**

**The Licensor is not to be liable for damage to any goods or property of the Licensor, 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**

**The Licensor shall not be liable to the Licensee for any loss including consequential or economic loss or damage to goods or deliveries received or accepted by the company on behalf of the Licensee or in the absence of the Licensee in which case the Licensee must make appropriate provision with his insurers to indemnify the Licensor against any claim arising**

**Any other representations, conditions warranties and other terms whether written or oral, express or implied, statutory or otherwise which are or may be inconsistent with this condition are expressly excluded**

**Any delay by the Licensor in exercising any of its rights under the Licence will not impair nor be a waiver of those rights nor will any partial exercise of any right preclude a further exercise of that right**

### **4.5 Notices**

All notices given by either party pursuant to the provisions of this Agreement must be in writing and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day, to the other party at its registered office or last known address

### **4.6 Rights of Entry**

The Licensor and its agents and servants reserve the right to access the Designated Space at any time for any reason and by any means necessary on reasonable notice including (but not exclusively) for purposes of cleaning, securing, repairing, inspecting the Designated Space or in a situation deemed by the Licensor to (in its absolute discretion) be an emergency, without notice

The Licensor may require the contents of the Designated Space to be transferred to another storage space or unit as it in its absolute discretion shall decide on the giving of 14 days' notice to the Licensee, save in the case of emergency when no notice will be given

The Licensee must not impede or hinder the Licensor or anyone authorised by it in the exercise by them of the Licensor's rights of possession and control of the Designated Space and give them all reasonable assistance and facilities for:

4.6.3.1 inspecting the Designated Space and the business of the Licensee

4.6.3.2 maintaining, decorating, repairing, altering and reletting the Designated Space (including putting up the relevant signs), and the Licensor shall be under no obligation to give notice to the Licensee of its intention to exercise its rights of entry into possession, management and control of the Designated Space

4.6.4 The Licensor may temporarily terminate this Licence for such period as it shall decide in the interests of health and safety or for essential repairs or for any other reason if some event occurs beyond its immediate control, in which event the Licensor shall, if it is reasonable to do so, suspend the Licence Fee until such time as the temporary suspension is lifted

#### **4.7 Complete Agreement**

4.7.1 All the terms and the contract between the Licensor and the Licensee are set out in these conditions. All other terms conditions warranties guarantees undertakings or representations whether express or implied by statute (insofar as such statute permit) common law or otherwise or arising from conduct or a previous course of dealing or trade custom or usage or agreed or offered orally or in correspondence or otherwise are hereby excluded from the Terms and Conditions of Use

4.7.2 No variation of the Terms and Conditions of Use is binding on the Licensor unless agreed to in writing and signed by a Director of the Licensor

4.7.3 Every provision in the Agreement is severable and distinct from every other provision and if at any time one or more of these provisions is or becomes invalid, illegal, unenforceable, the validity legality and enforceability of the remaining provisions will not be affected in anyway

#### **4.8 Exclusive Possession Excluded**

This Licence does not, and the parties do not intend to, create or grant to the Licensee any estate or interest in the Designated Space or any part of the Premises, or to bring about a relationship of landlord and tenant between the Licensor and the Licensee and nothing in these Terms and Conditions or the Licence shall confer upon the Licensee any exclusive right to possession of the Designated Space and the Licensor may upon giving 3 days' notice to the Licensee transfer or require the Licensee to transfer at his own expense any goods stored within the Designated Space to another Unit or Space within the Premises in which event these Terms and Conditions of Use shall apply to such other Unit or Space in similar fashion to the Designated Space

#### **4.9.1 Joint & Several liability**

Where the Customer is two or more persons their obligations under this Agreement shall be joint and several

#### **5 VAT**

THE Licensee shall pay in addition to the rents and other sums hereby reserved and otherwise made payable under this Agreement to the Licensor Value Added Tax at the standard or other appropriate rate (if applicable) in respect of all supplies made or deemed to be made by the Licensor to the Licensee pursuant to this Agreement or in respect of the Premises upon production by the Licensor of a valid Value Added Tax invoice in respect thereof

"Value Added Tax" means Value Added Tax as provided for in the Value Added Tax Act 1994 and legislation (delegated or otherwise) supplemental thereto and any similar tax replacing the same

SIGNED as a Deed by

**ONWARD HOLDINGS LIMITED**

acting by :

Director

Director/Company Secretary

SIGNED as a Deed by

acting by :

Director

Director/Company Secretary