

**LICENCE**

**between**

**Scottish Widows plc registered office 69 Morrison Street Edinburgh EH3 8YF and  
Lloyds Bank SF Nominees Ltd registered office 48 Chiswell Street London EC1Y 4GR.**

**and**

relating to  
[ ]

**Dated:**



Bury's Shopping Centre

THIS LICENCE is made the

day of

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BETWEEN:

**Scottish Widows Plc and Lloyds Bank SF Nominees Limited** (the Licensor);

(1) ] (the "Licensee").

## 1. DEFINITIONS

1.1 In this Agreement the following expressions shall have the following specified:

**the Centre** The Mill Gate Bury

**the Centre Manager** the centre manager appointed from time to time at the Shopping Centre;

**Permitted Use**

within Class A1 of the Town and Country Planning (Use Classes) Order 1987 and for such other quality retail use within Class A1(a) of Part A of the Schedule to the Town & Country Planning (Use Classes) Order 1987 subject to the previous Consent of the Landlord (not to be unreasonably withheld or delayed;

**Premises** Unit [ ] within the Centre;

**Licence Fee** [ ] per calendar month inclusive of service charge and insurance but exclusive of rates utilities and VAT;

**Licence Fee Free Period** [2 weeks from completion of this Licence]

**Licence Period** [**never more than 6 months** ] months less one day or until earlier termination in accordance with clause 3 or 4;

**Licence Period Start Date**

**Licence Period End Date**

1.2 References to a Clause are references to a clause of this Licence.

1.3 Where any party to this Licence comprises more than one person any obligations shall be joint and several obligations on the part of those persons.

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1.4 Any obligation by the Licensee not to do any act or thing shall include an obligation not to permit or suffer that act or thing to be done.

1.5 References to any right of the Licensor to have access to or entry upon the Premises shall be construed as extending to all persons authorised by the Licensor, with or without plant or equipment.

## 2. LICENCE

In consideration of the Licensee payment of the Licence Fee in advance on the 1st day of each month during the Licence Period (or the Licence Period Start Date in the case of the first payment) the Licensor shall allow the Licensee to use the Premises for the Permitted Use for the Licence Period.

## 3. TERMINATION OF LICENCE BY THE LICENSOR

The Licensor may terminate this Licence at the following times and in the following circumstances:

3.1 at any time without notice if the Licensee has not paid the Licence Fee on each date specified for payment in this Licence;

3.2 at any time without notice if the Licensee has failed to comply with the conditions in this Licence;

3.3 at any time without notice if the Licensor learns that the Licensee has any criminal conviction and/or trading history which in the opinion of the Licensor makes the Licensee an unsuitable Licensee for the Centre;

3.4 at any time without notice if the Licensee becomes insolvent;

3.5 at any time on one (1) months written notice if the Licensor requires the termination of this Licence for purposes connected with the management and/or development of the Centre except in cases of emergency when no notice shall be required and in such circumstances such part (if any) of the Licence Fee as had been paid for the period beyond the date of termination will be repaid to the Licensee;

3.6 at any time without notice if the owner of the Centre has terminated Jones Lang LaSalle's appointment as its agent and in such circumstances such part (if any) of the Licence Fee as has been paid for the period beyond the date of termination will be repaid to the Licensee;

3.7 any time after by giving not less than one (1) months written notice to the Licensee and in such circumstances such part of the Licence Fee (if any) as has been paid for the period beyond the date of termination will be repaid to the Licensee.

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#### **4. TERMINATION OF LICENCE BY LICENSEE**

The Licensee may terminate this Licence by giving not less than one (1) months written notice to the Centre Manager and in these circumstances such part if any of the Licence Fee as has been paid for the period beyond the date of termination will be repaid to the Licensee.

#### **5. CONSEQUENCES OF TERMINATION**

5.1 On the termination of this Licence the Licensee shall remove its goods and other property from the Premises and the Centre and make good all damage occasioned by the removal or during the Licence Period and in accordance with the Schedule of Condition attached.

5.2 The termination of this Licence shall not affect liability on the part of the Licensee for any failure to comply with the conditions in this Licence before the date of termination.

#### **6. ALIENATION PROHIBITED**

This Licence granted by the Licensor to the Licensee is personal to the Licensee and the Licensee shall not assign this Licence or grant sub-Licences or allow any other party to use the Premises, or share occupation of the whole or any part of the Premises.

#### **7. ASSIGNMENTS BY THE LICENSOR**

7.1 The benefit of this Licence may be assigned to any new owner of The Centre either by the Licensor acting as agent for the present owner or by the present owner itself.

7.2 The Licensor may assign this Licence to any new agent appointed by the owner of the Centre to act on its behalf.

#### **8. CONDITIONS OF LICENCE**

Throughout the Licence Period the Licensee shall comply with the following conditions and shall procure that its staff comply with those conditions which are relevant to such staff:

##### **8.1 Payments**

8.1.1 the Licensee shall pay the Licence Fee in advance on or before the 1st day of each month during the Lice Period (or the Licence Period Start Date in the case of the first (or only) payment) and such payments shall be made payable to AMAS Limited and paid by bankers draft or electronic bank transfer as the Centre Manager requires but the Centre Manager shall not

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be obliged to accept cash. The Licence Fee shall be paid without any deduction or set-off;

8.1.2 the Licensee shall pay any value added tax due on any payments arising under this Licence;

8.1.3 in the event that any payment due from the Licensee under this Licence is late then the Licensee shall also pay interest for each day between the date when the payment fell due and the date when payment is actually made at a rate of 4% per annum above Barclays Bank Base Lending Rate base rate such interest to be payable after as well as before any judgment;

8.1.4 the Licensee shall pay to the Licensor the cost of making good any damage caused to the Premises and/or the Centre and/or any other property belonging to the owner of the Centre and/or the Licensor by the Licensee or its staff and/or the cost of making good any damage resulting from a breach of the Licensee's obligations in this Licence;

8.1.5 the Licensee shall on demand reimburse to the Licensor any expenditure (including enforcement costs) which the Licensor incurs as a result of any failure on the part of the Licensee to perform its obligations under this Licence and/or where the Licensor incurs any expenditure at the request and on behalf of the Licensee;

8.1.6 the Licensee shall pay all rates, water rates, taxes and outgoings payable charged or assessed on the Premises (excluding those imposed on the owner of the Centre in respect of the Licence Fee) or where appropriate to pay a fair and proper proportion (determined by the Centre Manager acting reasonably) attributable to the Premises (where outgoings relate to other property including the Premises) and all electricity, gas and water consumed at the Premises together with any standing charge made in connection with any meters.

## 8.2 Insurance

8.2.1 with effect from the Licence Period Start Date the Licensee shall maintain public liability insurance with an insurer of repute for cover of not less than £10 million and shall produce evidence of such insurance to the Centre Manager on demand;

8.2.2 the Licensee shall maintain employers liability insurance and shall make the certificate of insurance available for inspection by the Centre Manager on demand.

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### 8.3 Termination

In the event of this Licence being terminated the Licensee shall:

- 8.3.1 remove its stock and other property from the Premises and the Centre immediately and leave the Centre. If the Licensee has not removed any such items within seven (7) days of the termination of this Licence the Licensor shall be at liberty to treat such items as abandoned and to be of no value and to dispose of them without claim from or liability to the Licensee and the Licensee agrees that it will not make any claim in relation to such disposal;
- 8.3.2 return any property belonging to the Licensor and/or the owner of the Centre to the Centre manager immediately;
- 8.3.3 pay any outstanding Licence Fee, Service Charge, insurance costs, expenses, damages and interest to the Licensor immediately.

### 8.4 Legal Obligations & Regulations

- 8.4.1 the Licensee shall at its own expense obtain any licences or permits which are required for the lawful conduct of its business and/or trade at the Centre;
- 8.4.2 the Licensee shall comply with all legal obligations relating to its use of the Premises and the conduct of its business and/or trade at the Premises including any legal obligations relating to the employment of staff and in particular the Licensee shall ensure that all staff are eligible to work in the United Kingdom;
- 8.4.3 the Licensee shall comply with the rules set out in the Schedule attached (if applicable) to this Licence and shall provide a copy of such rules to any of its staff engaged to work from the Premises and shall procure that such staff comply with the rules;
- 8.4.4 the Licensee shall comply with any safety security and emergency procedures which are operated at the Centre;
- 8.4.5 the Licensee shall comply with any rules or regulations which the Centre Manager shall impose in relation to the management of the Centre from time to time.

### 8.5 Confidentiality

The Licensee shall not disclose the terms of this Licence except to the extent necessary by law or to comply with it.

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## 8.6 Alterations

The Licensee shall not be permitted to make any alterations to the Premises.

## 9. GENERAL CONDITIONS

9.1 This Licence is not intended to create any greater legal relationship or interest than a personal licence to occupy in favour of the Licensee.

9.2 All goods and chattels in the Premises shall be at the Licensee's sole risk, and the Licensee is responsible for their insurance.

9.3 The Licensor is not liable for any loss or damage caused to the Licensee or to any of its employees, agents or visitors, unless this arises from the wilful default of the Licensor or its employees.

9.4 The terms of this Licence shall not be altered save in writing signed by or on behalf of both parties.

9.5 The Licensor gives no warranty as to the state and condition of the Premises nor as to their fitness for the use proposed by the Licensee.

9.6 Any notice to be served under this Licence shall be validly served if served in accordance with Section 196 of the Law of Property 1925.

## 10. INDEMNITIES

The Licensee shall indemnify the Licensor and the owner of the Centre from and against any claims, demands, costs, expenses and losses which arise as a consequence of the breach:

10.1 of any legal obligations by the Licensee;

10.2 by the Licensee of any of the terms and conditions of this Licence.

## 11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this Licence may be enforced solely by virtue of section 1 of the Contracts (Right of Third Parties) Act 1999.

## 12. EXCLUSION OF SECURITY OF TENURE

12.1 Notwithstanding the fact that both parties consider that no relationship of landlord and tenant is hereby created, the Licensee hereby confirms that before the date of this Licence:-

12.1.1 The Licensor served on the Licensee a notice dated 2009 in relation to the occupation created by this Licence ("the Notice") in a form complying with

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the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (“the Order”);

- 12.1.2 The Licensee or a person duly authorised by the Licensee, in relation to the Notice made a statutory declaration (“the Declaration”) dated 2009 in a form complying with the requirements of Schedule 2 of the Order.
- 12.2 The Licensee further confirms that where the Declaration was made by a person other than the Licensee the declarant was duly authorised by the Licensee to make the Declaration on the Licensee’s behalf.
- 12.3 The Licensor and the Licensee confirm that there is no Agreement to which this Licence gives effect.
- 12.4 The Licensor and the Licensee agree to exclude the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the any tenancy that may have been created by this Licence contrary to the intentions of the parties.

## **SCHEDULE CENTRE RULES**

The following rules apply to the use of the Premises at the Centre.

### **1. Trading Times Access and Department**

- 1.1 The Licensee shall open for trade with effect from the time that the Centre opens to the public and shall actively trade from the Premises until the time that the Centre closes to the public. The Licensee shall not attempt to trade from the Premises after the time when the Centre closes to the public without prior approval from the Centre Manager.
- 1.2 The Licensee shall secure the Premises following close of trade and ensure that it has vacated the Centre by the time that the Centre is closed for Licensee access and in
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departing the Centre shall comply with such procedures for departure as the Centre Manager shall impose from time to time.

## **2. Movement of Goods and Materials**

2.1 The Licensee shall only bring its delivery and collection vehicles to designated service areas at designated service times as notified by the Centre Manager from time to time.

2.2 Any goods and materials being brought into the Centre from the designated service areas and/or being removed from the Centre shall be transported via designated service routes and goods lifts as notified by the Centre Manager from time to time.

## **3. Set Up and Appearance of the Premises**

3.1 When the Premises are set up the goods and materials in it must be of good quality and attractively displayed so as to create an appearance that is in keeping with a high quality shopping centre.

3.2 No signs, banners, placards or advertising displays will be placed on or attached to the Premises without the prior approval of the Centre Manager which shall not be unreasonably withheld or delayed in the case of material of an appropriate size which is neat and tidy in appearance, professionally produced and inoffensive in content. Handwritten notices and posters will not be permitted.

3.3 Transfers and stickers must not be attached to the display window of the Premises.

3.4 Any boxes packing materials and spare goods must be kept out of sight within the Premises. Materials must not be placed on the Mall floor outside the Premises or around the Premises.

3.5 There shall be no displays or materials in the Premises which are of an obscene or offensive nature in which respect the Centre Manager's decision shall be final and binding.

3.6 The Licensee must ensure that the Premises appear clean and tidy at all times and any damage must be reported immediately to the Centre Manager.

3.7 The Licensee will clean the Premises as often as required but in any event not less than once a week.

## **4. Use of the Premises and The Malls**

4.1 The Licensee shall use the Premises for the Permitted Use only.

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- 4.2 The Licensee shall not play music at the Premises or operate flashing lights or other electronic or mechanical devices which create noise and/or are designed to attract attention.
- 4.3 The Licensee shall not have a television and/or games console at the Premises nor play any computer games.
- 4.4 The Licensee shall not cause any obstruction, nuisance or annoyance within the Centre.

**This Licence** is signed by Jones Lang LaSalle on behalf of Scottish Widows Plc and **Lloyds Bank SF Nominees Limited** and by the Licensee to record their agreement to the terms and conditions of this Licence

Signed \_\_\_\_\_  
**The Licensee or where the Licensee is a Limited Company the Authorised Signatory for the Limited Company** (print name) \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_  
**Signed by Jones Lang LaSalle for and on behalf of Scottish Widows Plc and Lloyds Bank SF Nominees Limited** (print name) \_\_\_\_\_ Date \_\_\_\_\_