

AU-PRIs23

Commercial property licence: to occupy business premises

1. The Licensor is: [name] of [address]
2. The Licensee is: [
3. The subject rooms to as "the Rooms".
4. Start date of Licence: [date].
5. Use allowed: [allowed].
6. The Licence the Licensee from time to time.
7. The Licence fee includes:
 - 7.1. rates;
 - 7.2. electricity, gas, and ;
 - 7.3. maintenance of the Rooms.
8. The Licensor at his own cost.
9. The Licensee is to , or anyone authorised by him in writing, for any reason at any time.
10. The Licensee must not:
 - 10.1. make any structural alterations, ;
 - 10.2. remove any ;
 - 10.3. share occupation of the Rooms or attempt to assign,
 - 10.4. allow any dog,

11. The Licensee must:

11.1.

11.2.

12. This Licence may _____ Licensor
agrees to try to give the Licensee [four weeks] notice before terminating it.

13. When this _____ remove all his
personal possessions and
Rooms in a clean condition.

Signed by or for the _____ that he has proper authority to
sign)

Signature. . .

Signed by or for the Licensee [write name] (who certifies that he has proper authority
to sign)

Signature. . .

Explanatory notes:

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General notes:

1. Why not a lease?

It is essential that if the Court is not to treat this agreement as a lease, the "getup" and terms must be those one would reasonably expect in an informal licence and not in a formal lease. It will therefore be a mistake to "formalise" the document further than its present form. If more control

2. Description of the Rooms

The description of the rooms is important. It must be clear and precise. Even for a licence, it may be helpful to both parties if the licensor has prepared an accurate scale plan of the rooms, from which measurements of the areas

Example description:

"The third floor Rooms numbered 3, 4 and 5 on their

."

Or

"Room 24 as "

3. Prohibitions on licensee

What licensee is not allowed to do: a lease will generally be drawn with a long list of tenant's covenants or promises to do and not to do

4. **Fee inclusive of outgoings**

It is a characteristic

When fixing the licence fee, remember to

5. **How long should the licence run?**

It is fundamental to the nature of a licence that the landlord can terminate it at any time. That is

There is no golden rule as to when a licence becomes a tenancy agreement.

Many

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End of notes