



Creative  
Village  
Arts

## LICENCE TO OCCUPY ON SHORT TERM BASIS

relating to the premises known as Unit 5, 9 Pump Street & 11 Bishop Street, L'Derry

**CREATIVE VILLAGE ARTS Ltd.**

and

\_\_\_\_\_

THIS LICENCE is dated \_\_\_\_\_

CREATIVE VILLAGE ARTS incorporated and registered in Northern Ireland with company number NI613283 whose registered office is at 32 Victoria Road, Londonderry BT47 2PT

CREATIVE VILLAGE ARTS is a registered charity with the registration number NIC103267

## A) Definitions

**1.1** The definitions and rules of interpretation in this clause apply in this agreement.

**Centre:** all those premises known as 9 Pump Street Londonderry, and 11 Bishop Street or such parts of them as the Licensor may from time to time designate as comprising

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Centre the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by

**Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Designated Hours:** 356 days a year, 24 hrs/day, or as the Licensor in its absolute discretion may restrict by notice to the Licensee.

**Licensor:** the party issuing the license, in this case Creative Village Arts

**Licensee:** the party given the licence, in this case the names party on page 1, to use a studio under the conditions of the licence.

**Licence Fee:** the amount per calendar month or an amount as the Licensor in its absolute discretion may from time to time determine on giving 3 months notice.

**Licence Fee Commencement Date:** The first day of the month following the signature of this licence.

**Licence Period:** a period of 12 months following the **Licence Fee Commencement Date**

**Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** ARTISTS STUDIO of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**1.2** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**1.3** A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.

**1.4** Unless the context otherwise requires, words in the **singular** shall include the plural

and in the plural include the singular.

**1.5** Unless the context otherwise requires, a reference to one **gender** shall include a reference to the other genders.

**1.6** Unless otherwise specified, a reference to a particular **law** is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

**1.7** A reference to **writing** or written excludes faxes and e-mail unless specified.

**1.8** Any obligation in this agreement on a person **not to do** something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.

**1.9** Any phrase introduced by the terms **including, include**, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**1.10** Unless otherwise expressly provided, the **obligations** and **liabilities** of the Licensee under this agreement are joint and several.

## **B) Licence to Occupy**

**1.11** Subject to clause 1.15(d), and notice given subject to breach of items in Section C (Licensee's Obligations), the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period 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 the Licensee to use the Property for the Permitted Use) together with the right[s] mentioned in the 1.27.

**1.12** The Licensee acknowledges that:

(a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;

(b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;

(c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 1.10 may only be exercised by the Licensee.

(d) without prejudice to its rights the Licensor shall be entitled at any time on giving not less than 1 months notice to require the Licensee to transfer to a comparable space elsewhere within the Centre and the Licensee shall comply with such requirement.

## C) LICENSEE'S OBLIGATIONS

**1.13** The Licensee agrees and undertakes:

- (a) to the Licensor the Licence Fee of £\_\_\_\_\_ per calendar month payable without any deduction
- (b) to pay the agree fee in connection with the supply of the studio in advance on the first day of each month the first such payment being for the first month following the Licence Fee Commencement Date to the end of that month following such date
- (c) to keep the Property clean, tidy and clear of rubbish;
- (d) not to use the Property other than for the Permitted Use;
- (e) not to make any alteration or addition whatsoever to the Property;
- (f) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Centre without the prior written (email permissible) consent of the Licensor (such consent not to be unreasonably withheld or delayed);
- (g) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor [or to tenants or occupiers of the Centre or any owner or occupier of neighbouring property];
- (h) not to cause or permit to be caused any damage to:
  - (i) the Property, Centre or any neighbouring property; or
  - (j) any property of the owners or occupiers of the Property, Centre or any
- (k) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (l) not to apply for any planning permission in respect of the Property;
- (m) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Centre from time to time;
- (n) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (o) to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;

(p) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;

(q) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(i) this licence;

(ii) any breach of the Licensee's undertakings contained in clause d; and/or

(iii) the exercise of any rights given in clause 1.10;

(s) not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease

## **D) TERMINATION OF AGREEMENT**

**1.14** The licence to occupy granted by this agreement shall end on the earliest of:

(a) \_\_\_\_\_

(b) following the expiry of not less than **1 week breach** of any of the Licensee's obligations contained in Section E.

(c) the expiry of not less than **1 months notice** given by the Licensor to the Licensee or by the Licensee to the Licensor.

**1.15** Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this agreement.

**1.16** Any notice required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

(a) to the Licensor at:

**32 Victoria Road, Derry/Londonderry, BT47 2PT**

and marked for the attention of '**Treasurer**'.

(b) to the Licensee at:

\_\_\_\_\_ and marked for the attention of \_\_\_\_\_.

or as otherwise specified by the relevant party by notice in writing to each other party.

**1.17** Any notice shall be deemed to have been duly received:

(a) if delivered personally, when left at the address and for the contact referred to

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the

(c) if delivered by commercial courier, on the date and at the time that the courier's in this clause; or second working day after posting; or delivery receipt is signed.

**1.18** A notice required to be given under this agreement shall not be validly given if sent by e-mail.

**1.19** The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. The Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses (together with VAT and disbursements) of the Licensor (including such costs and expenses of their professional advisors) in relation to the negotiation and completion of this licence.]

## **E) NO WARRANTIES FOR USE OR CONDITION**

**1.20** The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

**1.21** The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 1.10.

## **F) LIMITATION OF LICENSOR'S LIABILITY**

**1.22** Subject to clause 1.24, the Licensor is not liable for:

(a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or

(b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 1.13.

**1.23** Nothing in clause 1.22 shall limit or exclude the Licensor's liability for:

(a) death or personal injury or damage to property caused by negligence on the part of the

Licensor or its employees or agents; or

(b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **G) RIGHTS OF THIRD PARTIES**

**1.24** A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## **H) GOVERNING LAW AND JURISDICTION**

**1.25** This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

**1.26** The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes).

## **I) RIGHTS GRANTED TO LICENSEE**

**1.27** The right for the Licensee to use during the Designated Hours:

(a) Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.

(b) The Service Media serving the Property.



**J) SIGNATURES**

Signed by \_\_\_\_\_

for and on behalf of CREATIVE VILLAGE ARTS Ltd.

Signed by \_\_\_\_\_

for and on behalf of