

THIS LICENCE is made on the day of 20... BETWEEN

(agent name/address)

(hereinafter called 'the Grantor') of the one part and **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** (hereinafter called 'the Borough') of the other part

WHEREBY IT IS AGREED as follows:

1. In this licence the following expressions shall have the following meanings:

'The Premises' (address)

'Schedule of Condition'

The Schedule of Condition annexed hereto and signed by or on behalf of the parties

- 2.1 In consideration of the payment of the sums specified in the First Schedule hereto (hereinafter referred to as 'the Licence payments') the Grantor grants to the Borough a licence to use the Premises on the terms and conditions herein contained for the purpose of providing temporary accommodation for the homeless in accordance with the Borough's obligations under the homeless legislation.
- 2.2 Subject as hereinafter provided payment of the Licence payments shall be made in arrears at the end of every calendar month.
- 2.3.1 Payment of the Licence payments shall be suspended during such periods as the Premises are not being used by the Borough for the provision of temporary accommodation for the homeless.
- 2.3.2 Payment of the maintenance fee specified in Part Two of the First Schedule is subject to all maintenance work having been carried out to the reasonable satisfaction of the Borough.
- 2.4 In entering into this Licence there is no intention to create any relationship of landlord and tenant as between the Grantor and the Borough or to confer on the Borough any such rights as would amount in law to any form of tenancy or to create any form of partnership or joint venture.

3. BOROUGH'S COVENANTS

The Borough covenants with the Grantor as follows:-

- 3.1 To arrange payment of the Licence payments at the times and in the manner aforesaid and in the event of determination of this Licence to continue to make such payments until the Grantor is given vacant possession of the Premises.
- 3.2 To use its reasonable endeavours to ensure that any occupier of the Premises does not cause a nuisance or annoyance to the owners or occupiers of neighbouring premises.
- 3.3 To use the Premises solely for the purposes of providing temporary accommodation for the homeless and to do so insofar as practicable and appropriate on the basis of the form of Sub-licence set out in the Second Schedule hereto.
- 3.4 Not to occupy or permit occupation of the Premises for any other purpose or on any other basis and not to do or permit anything to be done whereby the Borough creates any form of tenancy of the Premises.
- 3.5 Not to make any alterations or additions to the Premises.
- 3.6 Throughout the period of this Licence to indemnify and keep indemnified the Grantor against all costs, proceedings, claims and demands in respect of all or any malicious damage (as specifically opposed to fair wear and tear) howsoever caused to the property and to (a) arrange for the property to be inspected in the presence of the Grantor within fourteen days of the notice being given to the Borough of such damage; (b) to agree in writing with the Borough within fourteen days thereafter of the total cost and expenses in connection with the reinstatement of the property; and (c) to pay to the Grantor within fourteen days of the completion of the works and upon receipt of the appropriate invoice to pay to the Grantor or as directed all monies and costs to enable the Grantor or their Agents and workmen to properly reinstate the property.
- 3.7 On the expiry or termination of this Licence to yield up the Premises to the Grantor in a state and condition in accordance with the Schedule of Condition fair wear and tear excepted (which shall be determined on the assumption that the Premises have been occupied by the maximum number of occupants specified in the said form of Sub-licence set out in the Second Schedule hereto) and also disregarding:
 - (i) any repairs which are the responsibility of the Grantor hereunder

and to make good and where necessary and appropriate to replace any missing or defective fixtures and fittings of the Premises with articles of a quality suitable for the use of the Premises herein authorised.

4. GRANTOR'S COVENANTS

The grantor covenants with the Borough as follows:-

- 4.1 To keep all structural parts and the exterior of the Premises (including the roof gutters drains and exterior pipework) in a reasonable state of repair.
- 4.2 To keep the Premises free from damp and from fungous or other infestation at all times.
- 4.3 To keep any stairways corridors or entrance halls serving the Premises properly cleaned and lighted and adequately maintained at all times.
- 4.4 To keep in repair and proper working order all installations in the Premises for the supply of water gas and electricity including basins sinks baths and sanitary apparatus but not including other fixtures fittings and appliances for making use of the supply of such services.
- 4.5 To keep in repair and proper working order the installations for the heating of water and the heating of the main living-room of the Premises save that where a central heating system exists to maintain this by way of a service agreement with a contractor approved by the Borough.
- 4.6 To inspect the Premises on a regular basis and in any event not less frequently than once in every eight weeks and to carry out as soon as possible any repair work shown to be necessary as a result of such inspection or which may have reasonably been requested by the Borough or the occupier of the Premises and to notify the Borough immediately upon becoming aware thereof of any damage howsoever caused which is not the responsibility of the Grantor.
- 4.7 To keep the Premises fully insured with an insurance company of repute in the full reinstatement value and if so requested by the Borough to produce the receipt for the current premium as evidence of payment.
- 4.8 To carry out at the Grantor's expense all appropriate internal redecoration of the Premises if requested by the Borough at the end of any Sub-Licence of the Premises provided that if the Premises have been redecorated at the Grantor's expense during the preceding eighteen months any such further redecoration shall be at the Borough's expense.
- 4.9 To pay and discharge and indemnify the Borough in respect of all existing taxes rates and assessments including water rates which may be payable on the premises or in respect of the Grantor's interest in the Premises (but not including those which are the responsibility of the occupant under the Sub-Licence).
- 4.10 To attend or arrange for a competent Agent to attend at the Premises at the commencement of the operation of any new Sub-Licence of the Premises at such reasonable time and for such reasonable period as may be required by the Borough so as to verify details of the Schedule of Conditions and to explain the method of operation of any switches controls and locks affecting the Premises or equipment within the Premises.

5. TERMINATION

This Licence shall be determined on at least twenty-eight days notice by either party and immediately on giving or receiving such notice the Borough will service notice in respect of any Sub-Licence affecting the Premises.

6. DISPUTES

In the event of any dispute arising as to what constitutes fair wear and tear for the purposes of Clause 3.6 or as to the extent of the Grantor's obligations under Clause 4 such dispute shall be referred for determination by an expert.

6.1 Who shall be appointed by the parties jointly or failing agreement shall be appointed by or on behalf of the President for the time being of the Royal Institute of Chartered surveyors.

6.2 Who shall act at all times as an expert and not as an arbitrator.

6.3 Who shall afford the parties the opportunity to make written representations to him.

6.4 Whose decision shall be final and binding.

6.5 Whose fees and expenses (including the cost of his appointment and the parties own costs relating to the determination of the dispute) shall be borne between the parties as he may determine.

7. NOTICES

Any notice required to be served hereunder shall be sufficiently served if sent by pre-paid first class post to the address of the parties indicated above or such other address as may be notified by one part to the other and any notice shall have been deemed to have been served two working days after posting

FIRST SCHEDULE

Payments to be made under this Licence

Accommodation fee

£per week

SECOND SCHEDULE (see attached)

(Form of Sub-licence Agreement)

LICENSOR'S OBLIGATIONS

The Licensor hereby agrees:-

- (a) to make the Premises available for use by the Licensee for the purposes of temporary accommodation under the homeless legislation.

- (b) to use reasonable endeavours to ensure that the structure of the Premises and the main services installations stairways passages and entrances serving the Premises are in a reasonable condition and state of repair.

DATED this _____ day of _____ 20____

SIGNED by _____ name:
signature:

for and on behalf of the Grantor
In the presence of: _____ name:
signature:

SIGNED by _____ name:
signature:

for and on behalf of the London Borough
of Tower Hamlets ("The Borough")
in the presence of: _____ name:
signature:

