

DATED [] 20[]

TENANCY AT WILL

relating to

[ADDRESS OF THE PROPERTY]

between

[LICENSOR NAME]

and

[LICENSEE NAME]

THIS AGREEMENT is dated [] 20[]

PARTIES

- (1) [] (Company Registration Number []) whose registered office is at [] (**Licensor**).
- (2) [] (Company Registration Number []) whose registered office is at [] (**Licensee**).

AGREED TERMS

1. INTERPRETATION

The following definitions apply in this agreement:

Permitted Use: Charitable use of the Property for [].

Property: the internal parts of [address of property] excluding any load-bearing or structural part.

Rent: £[] monthly (if demanded).

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

2. GRANT OF TENANCY AT WILL

- 2.1 The Licensor lets and the Licensee takes the Property on a tenancy at will beginning on and including the date of this agreement for a period of [] and terminable at any time thereafter by either of them giving the other at least [] days prior written notice to do so.
- 2.2 The Licensor and the Licensee acknowledge that this agreement creates a tenancy at will.

3. LICENSEE'S OBLIGATIONS

- 3.1 The Licensee shall pay the Rent, if demanded, on the date hereof.
- 3.2 The Licensee shall pay all rates, taxes and other impositions and outgoings payable in respect of the Property and its use.
- 3.3 In the event that the Licensee is a registered charity and is not awarded the 20% discretionary business rate relief for the Property by the local authority that it may otherwise qualify for as a charitable tenant, then the Licensor will [**if applicable**] pay

to the Licensee the equivalent amount of the said 20% business rate relief to the Licensee on a monthly basis as a charitable donation. On receipt of such sums the Licensee warrants to the Licensor that it will forthwith pay the said sums to the local authority to satisfy its rates liability for the Property and further will indemnify the Licensor against any rate claims or actions made by the local authority for the Property for any periods arising during the Term where the business rates have not been paid.

- 3.4 The Licensee shall not:
- (a) use the Property otherwise than for the Permitted Use;
 - (b) assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it;
 - (c) share occupation of the Property or any part of it;
 - (d) make any alteration or addition whatsoever to the Property other than the erection of non-illuminated signage agreed with all relevant parties prior to work being carried out; or
 - (e) cause any nuisance or annoyance to the Licensor or to any owners or occupiers of neighbouring property.
- 3.5 The Licensee shall keep the Property clean and tidy and make good any damage it causes to the Property.
- 3.6 To keep the Property open for carrying on the trade or business for the time being permitted by this agreement during normal trading hours in the location as reasonably prescribed by the Licensor insofar as:
- (a) may be necessary for the carrying out with all reasonable speed of any repairs or permitted alterations to the Property; or
 - (b) to do so would be contrary to any regulation or requirement of any competent statutory or local authority.
- 3.7 The Licensee shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Licensor from time to time.
- 3.8 The Licensor shall be responsible for all charges in connection with the supply to or removal from the Property of electricity, gas, water, sewage, telecommunications and data and any other utilities and shall indemnify the Licensee in respect of such charges. Where no separate charge is made by the supplier of a utility in respect of the Property, the Licensor shall be responsible for and shall indemnify the Licensee in respect of a proper proportion of the relevant charge, such proportion to be determined conclusively by the Licensor.

- 3.9 The Licensee shall pass on any notices or other correspondence received at the Property and addressed to the Licensor or relevant to the Licensor's interest in the Property.
- 3.10 The Licensee shall allow the Licensor (and all others authorised by the Licensor) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this agreement are being complied with and for any other purposes connected with the Licensor's interest in the Property.
- 3.11 When the Licensee vacates the Property at the termination of the tenancy created by this agreement, it shall remove all furniture (and other items belonging to it) and shall clear all rubbish from the Property.
- 3.12 The Licensee's obligations are joint and several obligations of the persons that comprise the Licensee.

4. LICENSOR'S OBLIGATIONS

- 4.1 The Licensor shall use its reasonable endeavours to ensure that there is a supply of electricity, heating and water to the Property, at such times of the day as the Licensor considers appropriate.

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of
the Licensor

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Signed for and on behalf of
the Licensee

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