

LICENCE TO USE 1 CAR SPACE

FOB DATE:

date 2018

PARTIES

- (1) **The Cube LH Co Ltd:** whose registered office is 30 Anyards Rd, Cobham KT11 2LA (the "Licensor")
- (2) LICENCEE name and address:

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Licence:

"Car Park" means the car park within The Cube.

"Car Spaces" means 1 Car Space within the Car Park and "Car Space" is one of those Car Space.

"Commencement Date" means the **date 2018** of licence.

"Licence Fee" means the amount **£000** inclusive of VAT.

"VAT" means value added tax or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time.

1.2 Words importing any gender include every gender.

1.3 Words importing the singular number only shall include the plural number and vice versa.

1.4 Words importing persons include firms companies and corporations and vice versa.

1.5 Any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument regulation permission or direction made or issued under it or under any statute replaced by it or deriving validity from it.

1.6 The relevant provisions of the Lease shall apply as to the service of notices.

2 GRANT OF THE LICENCE

2.1 In consideration of the Licence Fee and subject to the terms of this Licence the Licensor will from the Commencement Date permit the Licensee to park a single small motor vehicle in the Car Spaces for the duration of this licence provided that this Licence does not confer on the Licensee any exclusive rights to use any particular car spaces within the Car Park.

2.2 This Licence takes effect from the date of this Licence until **date 2018** or until earlier determination under Clause 3 (*Determination of the Licence*).

2.3 The Licensee must provide copies of their driving licence.

2.4 The Licensee must provide documentation dated within the last 3 months to evidence their personal details and address.

3 DETERMINATION OF THE LICENCE

3.1 This Licence may be determined immediately by the Licensor upon any breach by the Licensee of the provisions of this Licence.

3.2 Termination of this Licence shall be without prejudice to any accrued right of action vested in the Licensor in respect of any breach by the Licensee of its obligations under this Licence.

3.3 This Licence may be determined by either the Licensor or Licensee without notice.

4 LICENCE FEE

4.1 The Licensee shall pay to the Licensor the Licence Fee before the date of this Licence

4.2 The Licensee shall indemnify the Licensor against all expenses incurred by the Licensor in making good any damage caused to any part of the Car Park by the Licensee or any person authorised by it or under its control.

5 OBLIGATIONS OF THE LICENSE, THE LICENSEE AGREES WITH THE LICENSOR:

- (a) To exercise the rights herein in a proper and peaceful manner;
- (b) Not to use each of the Car Spaces except for the parking of a single small motor vehicle;
- (c) Not to cause or permit any damage to the Car Spaces (fair wear and tear excepted) or any other part of The Cube;
- (d) To use reasonable care and diligence when exercising the rights herein and in particular in driving motor vehicles into the automatic lift access to the Car Park;
- (e) Not to obstruct the automatic lift access to the Car Park; or litter the Car Park bays and areas in anyway
- (f) Not to cause or allow any unreasonable or noisy running of the engines of motor vehicles or the sounding of hooters or horns or any other unduly loud noises in the Car Park;
- (g) Not to do or allow anything whereby there would be any breach of any statute in relation to the use of the Car Spaces or the Car Park or which may effect the rights of the Licensor under any policy of insurance in respect of the Property and/or the Car Park;
- (h) Without prejudice to any other rights of the Licensor to pay to the Licensor interest on any sums due under this Licence from the Licensee to the Licensor which are not paid within 21 days of the due date such interest to be

for the period from the due date to the date of payment and to accrue at the rate of 3% per annum above the base lending rate from time to time of the Royal Bank of Scotland Plc (or such other bank being a member of the committee of London clearing banks as the Licensor may nominate);

- (i) To comply at all times with any reasonable rules and regulations which the Licensor may from time to time make and notify in writing to the Licensee regarding the proper management and use of the Car Park or the Car Spaces but in the event of any conflict between such rules and regulations and this Licence the provisions of this Licence shall prevail;
- (j) Not to hire out the Car Space[s] or levy any charge in respect of the use of the Car Space[s];
- (k) Not to cause or allow any person to enter into any part of the Car Park that is not intended for pedestrian access.
- (l) To provide emergency contact details to the Licensor for use in emergency instances only for instance where Licencee's vehicle is causing obstructions to the running of the car park.

6 STATUS OF LICENCE

- 6.1 It is not the intention of either the Licensor or the Licensee to create between them the relationship of landlord and tenant.
- 6.2 Possession and control of the Car Spaces shall at all times remain vested in the Licensor and the grant of this Licence gives no proprietary interest or estate whatsoever to the Licensor or any vehicle owner in any part of the Car Park.

7 ASSIGNMENT AND SUB-LICENSING

- 7.1 This Licence is personal to the Licensee named herein and is not assignable and the rights given in Clause 2 may only be exercised by the Licensee.

8 NO LIABILITY OF THE LICENSOR

- 8.1 The Licensor shall not be under any liability whatsoever for loss of or damage to any vehicle or other property or any injury to any person howsoever arising or for the prevention of ingress to or egress from the Car Space[s] caused by the use or attempted use by any person of the Car Space[s] or any other part of the Car Park.
- 8.2 All vehicles shall be parked on the Car Space[s] at their owner's risk.
- 8.3 The Licensor shall not be under any liability by reason of the Car Space[s] being occupied by unauthorised persons.
- 8.4 The Licensee is at all times to fully and effectually indemnify the Licensor against any liabilities whatsoever and howsoever cause arising out of the use of the Car Space[s] or any other part of the Car Park by the Licensee.
- 8.5 The Licensor is not responsible for any car park malfunctions and breakdowns in which causes the licensee to make alternative arrangements or incur costs resulting to such

9 NOTICES

- 9.1 Any notice or notification served or given under or in connection with this Licence shall be in writing. Changes of vehicles must be notified to the licensor.
- 9.2 Section 196(4) of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices required to be given or served under this Licence.

10 END OF LICENCE

The ending of this Licence shall not affect either party's rights in respect of any earlier breach of any provision of this Licence. The Licensee must return the Car Park Fob to the licensor as loss or failure to return will incur a cost of **£90** to be paid in full by the licensed user.

11 ENFORCEMENT BY THIRD PARTIES

The parties to this Licence do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

Signed by the duly authorised representatives of the parties on the date of this document.

Signed on behalf of **The Cube LH Co Ltd**::) Signed by [] (Licensee)
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Wioletta Ryczko