**LICENSE AGREEMENT**

**This License Agreement is dated the [<date>] of [<month>] [<year>] and is entered into by and between:**

1. **Licensor:**
	* [<Licensor's Name>, a company incorporated in [<Country of Incorporation>] with company registration number [<Registration Number>] and registered office at [<Licensor's Address>] (hereinafter referred to as the "Licensor"),]
	**OR**
	* [<Licensor's Name> of [<Licensor's Address>] (hereinafter referred to as the "Licensor").]
2. **Licensee:**
	* [<Charity's Name>, a charitable company limited by guarantee, registered in England under company registration number [<Registration Number>], and registered charity number [<Charity Commission Number>] with its registered office at [<Charity's Address>] (hereinafter referred to as the "Licensee").]
	**OR**
	* [The trustees (namely [<Full Names of Trustees>]) of the charitable [trust/unincorporated association] known as [<Charity's Name>], registered charity number [<Charity Commission Number>], with office address at [<Charity's Address>] (hereinafter referred to as the "Licensee").]
	**OR**
	* [<Charity's Name>, a charitable incorporated organisation registered as charity number [<Charity Commission Number>], with its principal office located in England at [<Charity's Address>] (hereinafter referred to as the "Licensee").]

**1. Definitions and Interpretations**

In this License Agreement, unless the context specifies otherwise:

* **"Licence Period"** refers to the period from [<start date>] to [<end date>] (inclusive).
* **"Licence Fee"** refers to £[<amount>] per month, exclusive of VAT.
* **"Permitted Use"** refers to use as a retail shop.
* **"Premises"** refers to [<description of premises>] [as identified on the plan attached and edged in red] [including all fixtures and fittings listed in the attached schedule].

**2. Grant of Licence**

The Licensor grants the Licensee permission to use the Premises for the Licence Period, strictly for the Permitted Use.

**3. Licensee’s Obligations**

3.1 **Payment of Fees**
The Licensee agrees to pay the Licence Fee and applicable VAT in advance, without any deductions, on the [first day] of every month. The Licensee shall also pay a proportional Licence Fee from the start date of this agreement to the end of the current month.

3.2 **Restrictions**
The Licensee shall not:

* Use the Premises for purposes other than the Permitted Use.
* Share or sublet any part of the Premises.
* Make alterations or additions to the Premises.
* Display signs without prior written consent from the Licensor [such consent not to be unreasonably withheld].
* Cause nuisance or annoyance to the Licensor or neighbouring property owners/occupants.

3.3 **Maintenance**
The Licensee must keep the Premises clean and repair any damage caused during its use.

3.4 **Late Payment**
If payment of the Licence Fee is overdue beyond [<number of days>], the Licensee will pay interest at [<interest rate>]% above the base rate of Barclays Bank plc on the overdue amount.

3.5 **Outgoings**
The Licensee shall cover all rates, taxes, utility charges, and service-related costs for the Premises.

3.6 **Notices**
The Licensee agrees to forward any Licensor-related correspondence or notices received at the Premises promptly.

3.7 **Access**
The Licensee shall allow the Licensor reasonable access to inspect the Premises or for other purposes related to the Licensor’s interest.

3.8 **End of Term**
Upon the expiration of the Licence Period, the Licensee must vacate the Premises, remove its belongings, and return the Premises in good condition.

**4. Licensor’s Obligations**

The Licensor agrees to grant the Licensee and its associates access to the Premises, including egress through any adjoining property owned by the Licensor (if applicable).

**5. Termination**

5.1 **By the Licensor**
The Licensor may terminate this agreement after [<date>] with [<notice period>] written notice.

5.2 **By the Licensee**
The Licensee may terminate this agreement after [<date>] with [<notice period>] written notice.

5.3 **Breach**
The Licensor may terminate the agreement immediately if the Licensee breaches any of its obligations and, where remediable, fails to remedy the breach within [<notice period>] following written notice.

5.4 **Post-Termination Rights**
Termination does not affect any rights to damages or remedies available to either party for breaches occurring before termination.

**6. General Provisions**

6.1 **Third-Party Rights**
No third party has the right to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.

6.2 **Notices**
Notices under this agreement must comply with Section 196 of the Law of Property Act 1925.

**Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**[Licensor’s Representative Name]**
For and on behalf of the Licensor

**[Charity Trustee’s Name]**
For and on behalf of the Licensee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Additional Trustees, if applicable]