

HOWARD KENNEDY

DATED

2021

THE BONNINGTON CENTRE COMMUNITY ASSOCIATION (1)

- and -

NAME OF LICENSEE (2)

DRAFT:

LICENCE FOR OCCUPATION DURING DESIGNATED HOURS

- relating to -

THE AREA KNOWN AS THE BONNINGTON CENTRE CAFÉ

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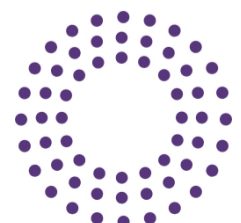


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THIS LICENCE is dated

PARTIES

- (1) **THE BONNINGTON CENTRE COMMUNITY ASSOCIATION**, a company limited by guarantee, incorporated and registered in the United Kingdom with company number 3252048, whose registered office is at 11 Vauxhall Grove, London, SW8 1TD ("**Licensor**"); and
- (2) Name: **[TBC]**
- Address of Licensee: ("**Licensee**")

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Licence.

1.1 Definitions:

- "Centre"** means all that land and buildings known as The Bonnington Centre and Café, 11 Vauxhall Grove, London, SW8 1TD, United Kingdom, or such reduced or extended area as the Licensor may from time to time designate as comprising the Centre.
- "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 the Licensor.
- "Competent Authority"** means 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"** means for the Property between the hours of 8am and 12 midnight (excluding one pre-designated day of each calendar month) or such other hours as the Licensor in its absolute discretion may determine on not less than 28 days' notice to the Licensee.
- "Licence Fee"** means £60.00 (sixty pounds) for each booking on which the Licensee is scheduled to have use of the Property as set out in the Rota or such other amount as the Licensor in its absolute discretion may from time to time determine on giving 1 month's notice.
- "Licence Fee Commencement Date"** means **[the date of this licence]**.
- "Licence Period"** means on the specific dates set out in the Rota in the period from and including **[the date of this licence]** until the date on which this licence is determined in accordance with Clause 4.

"Necessary Consents"	means 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"	means use of the Property during the Designated Hours as a vegan and/or vegetarian café.
"Property"	means the ground floor kitchen and café at the Centre which shall include all fixtures and fittings and plant and machinery thereon.
"Rota"	means a monthly list / calendar containing details of when the Licensee and its licensees are each permitted to use the Property during the Licence Period. The Licensee will consult with the Licensor and other users and will update and circulate the Rota on or before the 23rd day of each calendar month.
"Service Media"	means 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.
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this licence.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes all electronic communication.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A **working day** can include a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. **LICENCE TO OCCUPY**

2.1 Subject to Clause 3 and Clause 4, 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 rights mentioned in Schedule 1.

2.2 The Licensee acknowledges that:

- 2.2.1 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 licence;
- 2.2.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- 2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in Clause 2 may only be exercised by the Licensee and its employees; and
- 2.2.4 without prejudice to its rights under Clause 4, the Licensor shall be entitled at any time on giving not less than 28 days' notice to require the Licensee to transfer to alternative space elsewhere within the Centre and the Licensee shall comply with such requirement.

3. **LICENSEE'S OBLIGATIONS**

The Licensee agrees and undertakes:

- 3.1 to pay to the Licensor the Licence Fee payable without any deduction in advance on the first day of each month, the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the month following such date to be made on the date of this licence together with such VAT as may be chargeable on the Licence Fee;
- 3.2 to keep the Property clean, tidy and clear of rubbish;
- 3.3 not to use the Property other than for the Permitted Use;
- 3.4 not to make any alteration or addition whatsoever to the Property;
- 3.5 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 consent of the Licensor such consent not to be unreasonably withheld or delayed;
- 3.6 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;

- 3.7 not to cause or permit to be caused any damage to:
- 3.7.1 the Property, Centre or any neighbouring property; or
 - 3.7.2 any property of the owners or occupiers of the Property, Centre or any neighbouring property;
- 3.8 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- 3.9 not to apply for any planning permission in respect of the Property;
- 3.10 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 or Centre from time to time;
- 3.11 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.12 to observe all and any reasonable rules and regulations the Licensor makes, including those found in Schedule 2 of this licence, and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- 3.13 to leave the Property in a clean and tidy condition and to remove the Licensee's personally owned furniture equipment and goods from the Property at the end of the Licence Period; unless otherwise formally agreed and documented with the Licensor:
- 3.14 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:
- 3.14.1 this licence;
 - 3.14.2 any breach of the Licensee's undertakings contained in Clause 3; and/ or
 - 3.14.3 the exercise of any rights given in Clause 2;
- 3.15 to pay to the Licensor interest on the Licence Fee or other payments at the rate of 4.0% per cent per annum above the base rate of Barclays Bank PLC from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within seven days of the due date (whether formally demanded or not).

4. **TERMINATION**

- 4.1 This licence shall end on the earliest of:
- 4.1.1 the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in Clause 3; and
 - 4.1.2 the expiry of not less than 2 months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
- 4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5. NOTICES

5.1 Any notice or other communication given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

5.1.1 to the Licensor at: 11 Vauxhall Grove, London SW8 1TD and marked for the attention of BCCA Company Secretary.

5.1.2 to the Licensee at: **[**address TBC**]** and marked for the attention of **[***named contact***]**

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

5.2 Any notice or other communication given in accordance with Clause 5.1 will be deemed to have been received:

5.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

5.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 12pm on the second working day after posting.

5.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.

5.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. NO WARRANTIES FOR USE OR CONDITION

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

6.2 The Licensor gives no warranty that the Property is physically fit for the Permitted Use.

6.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in Clause 6.1 or Clause 6.2.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

7. LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to Clause 7.2, the Licensor is not liable for:

7.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or

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

7.1.3 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 2.

7.2 Nothing in Clause 7.1 shall limit or exclude the Licensor's liability for:

7.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

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

8. THIRD PARTY RIGHTS

A person who is not a party to this licence, including any paid or voluntary worker(s) employed by the Licensee, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

9. GOVERNING LAW

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 England and Wales.

10. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

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

SCHEDULE 1

RIGHTS GRANTED TO LICENSEE

1. The right for the Licensee to use during the Designated Hours:
 - 1.1 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.
 - 1.2 The Service Media serving the Property.

SCHEDULE 2

RULES GOVERNING THE LICENSEE'S USE OF THE PROPERTY

The Licensee agrees and undertake to comply with the following rules:

1. Record Keeping
 - 1.1 The Licensee must record and report any breakages, damages or loss of any equipment;
 - 1.2 The Licensee must report any damage to fire safety equipment and will be responsible for the costs arising out of their misuse of any fire safety equipment;
 - 1.3 The Licensee must record all accidents or incidents in the accident/incident report book which is kept in the café kitchen;
2. Cleanliness
 - 2.1 The Licensee may use the waste and recycling containers provided by the Licensor, however, any excess waste must be disposed of by the Licensee in accordance with local council regulations;
 - 2.2 The waste container must never be overfilled and kept clean and tidy at all times. The waste container must be kept locked at all times and the key must be kept in its designated place in the kitchen;
 - 2.3 The table and chairs that are on the patio area to the rear of the café can be left out overnight but the Licensee must ensure they do not block any entrances/exits;
 - 2.4 All recycled bottles must be disposed of in the bins provided during day time hours only;
3. Kitchen
 - 3.1 No cooking can take place outside of the designated kitchen, including the grounds of to the front or rear of the Property;
 - 3.2 No items, including, but not limited to food and equipment belonging to the Licensee may be left on the Property unless by prior formal documented agreement with the Licensor.
 - 3.3 The Licensee undertakes to refrain from disposing cooking oil, fat, food or other waste through the Property's drainage system;
4. Security/Safety
 - 4.1 The Licensee will cooperate with the Licensor to maintain security at the Property;
 - 4.2 The Licensee undertakes that no customer shall be allowed onto, or to remain on, the Property if the Licensee is not present;
 - 4.3 The Licensee will ensure that the number of people in the café area of the Property does not exceed forty at any one time;
 - 4.4 No one can stay on the Property overnight under any circumstances;
5. Miscellaneous

- 5.1 No dogs are permitted on the Property, except for guide dogs;
- 5.2 Smoking is not permitted anywhere inside the Property.
- 5.3 No recorded or live music may be played in the outside areas of the Property;
- 5.4 The Licensee must obtain public liability insurance with a limit of no less than two million pounds;
- 5.5 The Licensee must hold a current approved food hygiene certificate; and
- 5.6 The Licensee must have undertaken a BCCA café orientation; with an appointed member of the Licensor's management team.
- 5.7 The Licensee must have undertaken user training and gained written approval of the Licensor, before any use of the café is permitted.

SIGNED on behalf of
THE BONNINGTON CENTRE COMMUNITY ASSOCIATION
 acting by a sole trustee/director:

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Signature of Trustee/Director

SIGNED on behalf of
[LICENSEE]
 acting by **[OFFICE], [NAME]**

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)
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Signature of **[officer of Licensee]**