

LICENCE

Between

Bluebell Walk Limited, incorporated under the Companies Acts (Registered Number 11558046) and having their Registered Office at Hallidays Limited, Riverside House, Kings Reach Business Park, Yew Street, Stockport, Cheshire SK4 2HD and their successors and assignees (the "**Licensor**");
and

The Licensee

The Licensor lets the Premises to the Licensee in accordance with the Particulars detailed below and the Terms and Conditions which follow:

Particulars:

Licensee:	
Premises:	
Date of Entry:	
Licence Fee:	the sum of £..... per calendar month exclusive of VAT;
"Licensor's Property"	the property known as Oak Mall Shopping Centre, 33 Hamilton Way, Greenock being the subjects registered in the Land Register of Scotland under Title Number REN107102
Permitted Use:	
No. of Keys issued and Deposit paid: keys for which a deposit of has been paid

Terms and Conditions:

1. Licence

- 1.1 The Licensor lets the Premises to the Licensee from the Date of Entry to the Date of Termination together with all necessary non-exclusive rights of access to and egress from the Premises to and from Hamilton Way over any shared access ways within the Licensor's Property.
- 1.2 On the Date of Entry the Licensor shall supply the Licensee with the number of key cards for the Premises specified in the Particulars (the "Keys") which must be returned to the Licensor on the Date of Termination. The Licensee shall, on the Date of Entry, pay the deposit specified in the Particulars to the Licensor for the Keys which shall be returned to the Licensee on the Date of Termination in exchange for the Keys.

2. Duration

- 2.1 The Licence will commence on the Date of Entry and will endure for a period of one month and shall continue thereafter on a month to month basis until terminated by either party on not less than one month's prior written notice.
- 2.2 At the date of termination, the Licensee will:
- 2.2.1 remove from the Premises with its whole equipment and other items, without the need for any notice from the Licensor, and
- 2.2.2 leave the Premises in a condition consistent with full compliance with its obligations under the Licence.

3. Payments

- 3.1 The Licensee will pay the Licence Fee to the Licensor by equal instalments in advance on the first calendar day of each month, the first payment being due on the Date of Entry in respect of the period from the Date of Entry to the next payment date, and monthly after that. The Licence Fee is inclusive of service charge and insurance.
- 3.2 The Licensee will also pay for the duration of the Licence:
- 3.2.1 all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever imposed on or payable in respect of the Premises or on its owner or occupier; and
- 3.2.2 the cost of all electricity consumed at the Premises; and
- 3.2.3 all proper and reasonable costs incurred by the Licensor in procuring the remedy of any breach of any obligation of the Licensee under the Licence.
- 3.2.4 The Licensor will be responsible for all water, lighting all expenditure incurred by the Licensor in relation to services provided to the Licensor's Property, including maintenance, repair, renewal, cleaning, lighting, decorating, security, provision of plant and equipment, compliance with statute, employment of staff, provision of electricity, water and other utilities and general management.
- 3.3 All sums payable under the Licence, including the Licence Fee, are exclusive of Value Added Tax, which, if payable, is payable in addition in return for a valid Value Added Tax invoice.
- 3.4 If the Licence Fee or any other sums payable in terms of this Licence are not paid on the due date then the Licensee will pay to the Licensor Interest at 4% per annum above the base rate from time to time of the Royal Bank of Scotland on the outstanding money.

4. Use

- 4.1 The Licensee will use the Premises for the Permitted Use and for no other purpose.
- 4.2 The Licensor gives no warranty that:
- 4.2.1 the Premises is suitable for the Permitted Use; or
- 4.2.2 the Permitted Use is or will remain the permitted use of the Premises within the provisions of the planning or other relevant legislation from time to time.

- 4.3 The Licensee will not do or permit to be done upon or in connection with the Premises anything which would be a legal nuisance or cause of damage to the Licensor or the other occupiers of any neighbouring premises or both. The Licensee is expressly prohibited from displaying or storing any goods or other items outwith the Premises.
- 4.4 The Licensee will comply with:
- 4.4.1 all statutes, bye-laws and other regulations affecting the Premises or the Licensee's use of the Premises;
 - 4.4.2 all obligations, restrictions, reservations and other conditions in the titles of the Premises; and
 - 4.4.3 all reasonable regulations which may be issued from time to time by the Licensor or its agents in relation to the Premises, including in respect of health and safety, risk management and security.

5. Indemnity and insurance

- 5.1 The Licensee will indemnify and keep indemnified the Licensor on demand from all liability in respect of (i) any injury to or death of any person; (ii) damage or loss which may be suffered by any persons by reason of or arising out of the use of the Premises by the Licensee; (iii) any breach by the Licensee of its obligations under the Licence; and (iv) local authority rates and other costs associated with the occupancy of the Premises.
- 5.2 The Licensee will not do anything which vitiates or makes void or voidable any insurance policy for the Licensor's Property effected by the Licensor, or causes monies otherwise payable under such policy to be irrecoverable or refused or withheld, or an increased premium or loading to be payable in respect of such policy.
- 5.3 Should the use or non-use of the Premises cause any increase in the cost of insuring any adjacent premises of the Licensor the Licensee will on demand from time to time pay to the Licensor the amount of any such increase.

6. Alienation

The Licence is personal to the Licensee and the Licensee will not (either wholly or partially) assign, sub-let, part with or share occupation or otherwise deal in any way with its interest in the Licence.

7. Condition

- 7.1 The Licensee accepts the Premises and the Common Parts in their condition at the Date of Entry as being in good and substantial condition fit in all respects for the Permitted Use. All implied warranties as to fitness for purpose are excluded.
- 7.2 The Licensee will:
- 7.2.1 at its own cost, repair and maintain the interior of Premises in good repair and condition so that it is at all times in at least such condition and, when necessary, but only in so far as required to maintain the interior of the Premises in such condition, renew and rebuild the Premises (other than damage caused by risks against which the Licensor has effected insurance except to the extent its insurance has been invalidated by the Licensee or those for whom it is responsible); and
 - 7.2.2 leave the Premises in such condition at the Date of Termination; all to the satisfaction of the Licensor (acting reasonably).
- 7.3 If the Licensee fails to carry out any works to the Premises for which it is responsible in terms of the Licence after a written demand has been made by the Licensor, the Licensor may carry out such works (without prejudice to its other rights including its rights to terminate the Licence) and the Licensee will pay to the Licensor on demand the whole proper costs incurred by the Licensor in so doing.
- 7.4 The Licensor will have no liability to repair, maintain, renew or replace the Premises.

8. Alterations

- 8.1 The Licensee will not carry out any alterations or additions to the Premises and will not erect any signage or display any other notices visible from the exterior of the Premises without the

prior written approval of the Licensor (which will not be unreasonably withheld or delayed in respect of internal non-structural alterations only).

- 8.2 To the extent requested by the Licensor, the Licensee will remove any alterations and additions carried out by it and reinstate the Premises at the Date of Termination to the condition they were in before such alterations and/or additions were made.

9. Access

- 9.1 The Licensor shall be entitled to take access to the Premises at reasonable times and on reasonable prior written notice (save in emergency where access may be taken at anytime) for all proper purposes in connection with the Premises and/or the Licensor's Property.
- 9.2 When taking access to the Premises, the Licensor will, and will procure that any other parties exercising such rights of access will:
- 9.2.1 cause minimum interference reasonably practicable with the Licensee's use of the Premises and
- 9.2.2 make good to the Licensee's satisfaction (acting reasonably) any damage caused to the Premises and the Licensee's fixtures and fittings.
- 9.3 During the term of this Licence, the Licensor will have the right to put up appropriate letting boards on the exterior of the Premises and to show potential Licensees round the Premises on giving the Licensee reasonable prior written notice.

10. Early termination

If:

- 10.1 any sums due under the Licence (including the Licence Fee) or any part of them are not paid within 10 business days following the due dates, or
- 10.2 the Licensee fails to implement any of its other obligations under the Licence, or
- 10.3 the Licensee:
- 10.3.1 goes into liquidation, receivership or administration;
- 10.3.2 signs a trust deed for creditors, are sequestrated or enter into a voluntary arrangement;
- 10.3.3 becomes insolvent or apparently insolvent; or
- 10.3.4 is wound up or dissolved

then, in each case, the Licensor may, at its option, at any time by notice in writing to the Licensee terminate the Licence with effect from the date specified in the notice but reserving to the Licensor its right of action in respect of any antecedent breach of the Licensee's obligations.

11. Notices

- 11.1 Any notice, demand, request or certificate required under the Licence must be in writing and may be delivered personally, or sent by post to the relevant Party using the relevant details specified in the preamble to this Licence.
- 11.2 Any notice, demand, request or certificate will be deemed to be received:
- 11.2.1 if delivered personally, (with proof of delivery) at the time of delivery; [and]
- 11.2.2 if sent by recorded delivery post, 48 hours after the date of posting; [Provided that if, in the case of personal delivery [or transmission by fax], such delivery [or transmission] occurs outwith normal business hours on a business day or on a day which is not a business day, delivery will be deemed to occur on the next business day.

12. No liability

The Licensor is not liable to the Licensee for any loss, injury or damage which the Licensee may sustain from a deficiency in any part of the Premises or the death of or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights conferred on the Licensee under the Licence.

13. General

- 13.1 The Licence represents the entire agreement between the parties relating to the Licence of the Premises and supersedes any previous agreements between the parties relating to it.
- 13.2 The Licence does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of the Licence.

14. Proper Law and Prorogation

The Licence and the rights and obligations of the Licensor and the Licensee are governed by and are to be construed in accordance with the law of Scotland and the Licensor and the Licensee are deemed to have agreed to submit to the non-exclusive jurisdiction of the Scottish courts.

15. Consent to registration

The Licensor and the Licensee consent to registration of the Licence for preservation and execution. IN WITNESS WHEREOF this Licence consisting of this and the preceding 4 pages together with the Plan annexed and subscribed as relative to this Licence are subscribed as follows:

For and on behalf of the Licensor:

at..... (place of signing) on..... (date of signing)

By

.....
Director/Authorised Signatory

.....
Witness Signature

.....
Full Name of Signatory

.....
Full Name of Witness

.....(Address)

.....

For and on behalf of the Licensee:

at.....(place of signing) on..... (date of signing)

By:

.....
Director/Authorised Signatory/Individual

.....
Witness Signature

.....
Full Name of Signatory

.....
Full Name of Witness

.....(Address)

.....