



Bromley Yard Licence Agreement

Licensor	Meanwhile Creative Ltd
Licensee	Name: Business Name: ☐ <i>Address invoices to Business Name provided</i> Business Activity:
Licensee Contact	Mobile: Email: Address:
Licence Fee	£{{Price}} per calendar month <i>Taken on the 1st day of each month by Automatic Card Payment. Failed payments may incur a £50 late payment administration fee.</i>
Licence Start Date	{{NTStartDate}}
Termination Notice	2 calendar months. Notice must be provided by the last day of the preceding month and terminates on the final day of the second month that follows (for example, notice given on the 25th of March will terminate on the 31st of May).
Licensed Space	{{SpaceID}}
Deposit (1 month)	£{{Price}} <i>Payable within 24 hours by card payment via payment link on the invoice</i>
Emergency Contact	Name and Number:



Licence to Occupy on Short Term Basis

Container {{SpaceNumber}} at Bromley Yard, Bromley Street, Manchester, M4 4JS

Date _____

Parties

1. **Meanwhile Creative Limited** (07512990) whose registered office is 4B, 36 King St, Bristol, BS1 4DZ (Licensor).
2. _____ (Licensee)
_____ (Address)

1. Agreed terms

Interpretation

The definitions and rules of interpretation in this clause apply in this licence.

Building/ Site

Bromley Yard, Bromley Street, Manchester, M4 4JS

Competent Authority

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.

Licence Fee

Monthly payment of £{{Price}}, paid on the invoice due date by automatic card payment.

Necessary Consents

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.

Studio Rules

The Licensee will comply with all the rules and provisions set out in the Studio Handbook.

Permitted Use

Class sui generis of the Town and Country Planning (Use Classes) Order 1987.

Property

Means part of the Building/Site being Container {{SpaceNumber}} or such other part of the Building/Site as is specified by the Licensor under clause 9.

Meanwhile Creative
36 King Street, Bristol BS1 4DZ
t 0117 244 3585

enquiries@meanwhilecreative.co.uk
@meanwhilecreative

VAT

Value Added Tax as provided for in the Value Added Tax Act 1994 and any tax similar or equivalent to Value Added Tax or performing a similar fiscal function.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Any obligation in this licence on a person not to do something includes an obligation not to agree or allow that thing to be done and to use all reasonable endeavours to prevent such an act or thing being done by a third party.

2. Licence to Occupy

Subject to clause 3 and in consideration of the payment of the Licence Fee the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor to use the Property for the Permitted Use.

The Licensee acknowledges that:

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;

the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property; and

the licence to occupy granted by this licence 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.

3. Licensee's Obligations

The Licensee is to pay the Licensor the Licence Fee monthly on or before the first working day of each month with the first payment being for a period from and including the date of this licence to and including the day before the next such payment date and apportioned as necessary.

The Licensee is to pay the Licence Fee on the payment due date, free of deductions.

The Licensee is required to follow the instructions provided by Meanwhile Creative to set-up automatic card payments prior to the initial invoice due date. Sufficient funds must be available for payment to be taken successfully and subsequent monthly recurring rental payments will be taken automatically by our secure payment provider Stripe on each invoice due date. Failed payments will be retried after 1, 2 and 5 days, with a £50 late payment administration fee chargeable after the 3rd failed attempt.

The licensee is to pay all business rates applicable and relevant to their use of the property

To pay to the Licensor any VAT (subject to receipt of a valid VAT invoice addressed to the Licensee) chargeable on the consideration for taxable supplies of goods and services made by the Licensor to the Licensee under this Licence, and all payments to be made to the Licensor are to be treated as exclusive of the value added tax chargeable on the payment.

N/B: Meanwhile Creative review licence fees with potential increases on February 1st and July 1st every year. Fees are not necessarily increased but Meanwhile Creative reserves the right to do so. Fees are increased by no more than 15% per annum. The licence fee will not be increased during the first six months of a tenancy.

The Licensee agrees as follows:

to ensure that all guests are the licensees sole responsibility, and that any such guests are made aware of fire and safety precautions prior to entering the building/site;

to ensure adequate liability insurance covers the intended use of the space and all persons within it at any time;

no children under the age of 16 to be brought onto the property, other than family members. Please be noted that any family members under the age of 16 are supervised at all times and remain the responsibility of the licensees, we reserve the right to revoke this.

well behaved dogs may be brought into the property, but the licensor reserves the right to revoke such privilege should any animals cause noise or disruption to other tenants

to ensure all tools, equipment and portable appliances are PAT tested before using them within the licensed space;

to take all reasonable precautions to avoid fire;

to provide a detailed explanation of the activities they intend to carry out on the premises and declare any Hazardous Substances to be used

must provide copies of their Fire Risk Assessments on an annual basis

to ensure that any H&S and Fire risk is appropriately managed and provide their own fire extinguishers, first aid kit and eye wash station within the studio space – if required as part of tenant's risk assessment and management

not to smoke or vape inside, or within one metre of the property;

not to bring electric bikes or scooters inside, or within one metre of the property;

not to bring any of the following into the building/site: LPG heaters, paraffin heaters, fan assisted heaters, open bar radiant heaters;

to keep all fire paths, exits and thoroughfares free from obstruction;

to remove all combustible waste and redundant materials from the property daily;

not to store any oily or solvent-impregnated waste or rags in the property daily;

not to conduct any activities online that could jeopardise the experience of other users or compromise the licensee;

not to conduct any activity that's illegal, and not to download, or distribute pirated software;

not to access pornography or any material that could be deemed offensive;

not to use peer-to-peer file sharing software

not to deliberately propagate any virus, worm, trojan horse or trap-door program code, knowingly attempt to disable or overload any computer system or network, or attempt to disable, defeat or circumvent any system intended to protect the privacy or security of another user.

to keep the Property clean, tidy and clear of rubbish and in no worse condition than as at the date of this licence;

not to use the Property other than for the Permitted Use;

not to make any alteration or addition whatsoever to the Property without prior consent;

not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the building/site without prior consent;

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) damage, annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the building/site;

not to obstruct any common areas of the building/site, make them dirty or untidy or leave any rubbish on them;

not to apply for any planning permission in respect of the Property and to otherwise not do anything in breach of planning law nor to object to any planning application made in connection with the building/site;

not knowingly to do anything that will compromise in whole or in part any insurance effected by the Licensor for the building/site from time to time;

to comply with all laws and with any lawful requirements of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;

to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the building/site;

to leave the Property in a clean and tidy condition and to remove the Licensee's loose furniture equipment and goods from the Property at the end of the Licence Period;

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:

any breach of the Licensee's obligation in this licence; and/or

the exercise of any rights given in clause 3; and

not to willfully or recklessly or negligently damage or cause any damage to the Property; and

any loss or damage caused to the container by the licensees negligence

4. Termination

The licence to occupy granted by this licence ends on the earlier of:

the end of the Licence Period;

the expiry of one calendar months notice to terminate by the licensor

the expiry of two calendar months notice to terminate by the licensee

the expiry of any notice given by the Licensor to the Licensee following breach of any of the Licensee's obligations in this licence where the Licensee has first failed to rectify that breach having been given reasonable written notice to do so;

On one week's written notice to that effect from the Licensor to the Licensee if either:

the building/site is damaged or destroyed making the Property incapable of beneficial use and occupation and where such damage cannot reasonably be remedied within one month of the occurrence of such damage; or

the local planning or other competent authority objects to the use and occupation of the Property for the use permitted by this licence;

in any circumstances and at any time during the Licence Period on one months written notice from the Licensor to the Licensee to such effect; and the date of receipt by the Licensee of notice from the Licensor terminating this licence with immediate effect and the Licensee confirms that such notice may be given by the Licensor in circumstances where the Licensor (or anyone with a superior legal interest in the Property and/or building/site) considers (in its absolute discretion) the use of the Property by the Licensee or its invitees to be inappropriate or unacceptable in the interests of the wider management of the building/site.

Termination is without prejudice to the rights of either party in connection with any prior breach of any other outstanding obligation under this licence.

The Licensee is to hand back the Property to the Licensor with vacant possession at the end of this licence.

At the end of this licence, the Licensee is to immediately remove its chattels from the Property and promptly make good any damage caused to the building/site by their removal to the reasonable satisfaction of the Licensor.

If the Licensee does not remove its chattels at the end of the Licence Period as required then the Licensor may as the Licensee's agent remove any such items and store them in a reasonable location and the cost of such removal and storage are to be a debt immediately due and payable by the Licensee to the Licensor

5. Notices

Any termination notice given under this licence, shall be made by submitting the [online notice of termination form](#) OR by email or in writing:

to the Licensor at: Site Managers Office, St Saviour's Yard, 5 St Saviour's Lane, Norwich, NR3 1GQ

to the Licensor at: by@meanwhilecreative.co.uk

The above provisions of this clause do not apply where the Licensor requires access to the Property for inspections, viewings and other reasonable purposes in connection with the re-letting or marketing of the Property and in such case the Licensor is to give the Licensee at least 24 hours notice (either orally or in writing, including by email, of such access) and is to have reasonable regard to the security and operational requirements of the Licensee during such access.

6. No Warranties for Use or Condition

The Licensor gives no warranty that either the Property possesses the Necessary Consents for the Permitted Use or that the Property is physically fit for the purposes specified in clause 2.

7. Limitation of Licensor's Liability

Subject to clause 7.2 the Licenser is not liable for:

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

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

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.

Nothing in clause 7.1 shall limit or exclude the Licenser's liability for:

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

any matter where it would be unlawful for the Licenser to exclude or restrict liability.

8. Miscellaneous

Reasonable use as judged by The Licenser, of electricity, gas and water use is included in the Licence Fee. If the Licensee's use of electricity, water and/or gas is deemed unreasonable by the Licenser compensation may be sought.

You will be required to pay a call out fee if the out of hours emergency number is used in a non-emergency.

You will be required to pay a call out fee if the fire/ intruder alarm is set off which results in either the fire brigade or security company called to attend.

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) is governed by and construed in accordance with the law of England and Wales.

The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence.

Deposits will be returned within 14 days and in full following receipt of any access keys and provided the room has been returned in a condition no worse than at the beginning of the licence period.

Deposits may be set against charges due if any invoices remain outstanding. Deposits will be withheld by Meanwhile Creative if once paid, you fail to move into the room.

Failure to provide Meanwhile Creative with the bank details required for the issuance of the refund within 6 months of the tenancy end date will result in your deposit being written off.

BROMLEY YARD



Some activities/ businesses may require additional ventilation or extraction, e.g. those that create humid environments or warmer temperatures. It is the Licensee's responsibility to ensure the container is suitable for their business and make any alterations as required (vents, extraction, etc) at their own cost.

You confirm that you have read and understood this licence and agree to be bound by it.

This Licence entered into on: _____ (date)

Licensor

Print Here Fred Wyatt

Sign Here

duly authorised for and on behalf of Meanwhile Creative Ltd

Licensee

Print Here _____

Sign Here _____

Meanwhile Creative
36 King Street, Bristol BS1 4DZ
t 0117 244 3585

enquiries@meanwhilecreative.co.uk
@meanwhilecreative