

**Dated**

**2023**

**CHRISTOFER CHRISTOFOROU**

and

**SCOTT LEE MACLAREN**

**Trading as FULHAM TATTOO**

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**Licence to Occupy**

Relating to First and Second Floor, 232 Camden High Street, London NW1 8QS

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This licence is dated

**NOVEMBER 2023**

**BETWEEN**

- (1) **CHRISTOFER CHRISTOFOROU** of 66-70 Parkway, London NW1 7AH (the Licensor); and
- (2) **SCOTT LEE MACLAREN t/a FULHAM TATTOO** of Flat 23 the Driftbridge, Reigate Road, Epsom, KT17 3JZ (the Licensee).

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in this licence.

**Building:** all that land and buildings known as 232 Camden High Street, London NW1 8QS, United Kingdom or such reduced or extended area as the Licensor may from time to time designate as comprising the Building.

**Common Parts:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building 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:** 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:** 9.00am to 7.00pm or such other time period as the Licensor in its absolute discretion may determine on 7 days' notice to the Licensee.

**Licence Fee:** the amount of £36,400 (Thirty Six Thousand Four Hundred Pounds) per annum or such other amount as the Licensor in its absolute discretion may from time to time determine on giving 28 days' notice.

**Licence Fee Commencement Date** **\*\*/11/2023**.

**Licence Period:** the period from and including **\*\*/11/2023** until the date on which this licence is determined in accordance with clause 4.

**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.

**Payment Date:** 1<sup>st</sup> day of every month by bank transfer

**Permitted Use:** Tattoo Studio

**Property:** First and Second Floor, 232 Camden High Street, London NW1 8QS, United Kingdom which shall include all fixtures and fittings and plant and machinery thereon.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, and all other services and utilities and all structures, machinery and equipment ancillary to those media (excluding telephone and data).

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, schedule 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 0 and Schedule 2 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 0 and 2.
- 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 fax and email.
- 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 its 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** is any day including 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 0.

2.2 The Licensee acknowledges that:

- (a) 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;
- (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- (c) 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; and
- (d) without prejudice to its rights under clause 4, the Licensor shall be entitled at any time on giving not less than 3 days notice to require the Licensee to transfer to alternative space elsewhere within the Building and the Licensee shall comply with such requirement.

### **3. OBLIGATIONS OF THE LICENSEE**

3.1 The Licensee agrees and undertakes:

- (a) to pay:
  - (i) to the Licensor the Licence Fee payable without any deduction in advance on the Payment Date and proportionately for any period of less than a month together with such VAT as may be payable on the Licence Fee.
  - (ii) To Licensor monthly in advance the business rates and associated amounts demanded by Camden Council for the building, at a proportion of 24% of the total amount
  - (iii) To the Licensor 24% of the annual building insurance for the building.
  - (iv) To the Licensor monthly in advance for the electricity consumed at the premises, based on an estimate provided by the Licensor annually and adjusted as required as soon as reasonably possible at the end of each 12 month period. The charges are calculated from the actual meter readings for the unit plus standing and other charges.
- (b) to keep the Property clean, tidy and clear of rubbish;
- (c) not to use the Property other than for the Permitted Use;
- (d) not to make any alteration or addition whatsoever to the Property;
- (e) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed;

- (f) 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 Building or any owner or occupier of neighbouring property;
- (g) not to cause or permit to be caused any damage to:
  - (i) the Property, Building or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Property, Building or any neighbouring property;
- (h) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (i) not to apply for any planning permission in respect of the Property;
- (j) 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 and Building from time to time;
- (k) to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- (l) to leave the Property in repair and a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
- (m) in the event that any alterations have been carried out (with or without the Licensor's permission) to reinstate the Property at the end of the Licence Period with clean/new carpets and with clean and neutral coloured walls and coverings;
- (n) 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:
  - (i) this licence
  - (ii) any breach of the Licensee's undertakings contained in clause 3 and/or
  - (iii) the exercise of any rights given in clause 2; and
- (o) to pay to the Licensor interest on the Licence Fee or other payments at the rate of 4% 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 1 days of the due date (whether formally demanded or not).

#### **4. TERMINATION**

4.1 This licence shall end on the earliest of:

- (a) \*\* NOVEMBER 2026

- (b) the expiry of one months written notice given by the Licensor to the Licensee at any time for the breach of any of the Licensee's obligations contained in clause 3; and

And the Licensor shall thereafter be entitled to re-enter the Property and exclude the Licensee from the Property.

the expiry of three months prior written notice given by the Licensee to the Licensor at any time after the first 12 months of this Licence, calculated from the commencement date of this Licence.

4.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause 4, this licence shall immediately end, but without prejudice to any right or remedy of the Licensor in respect of any breach of covenant by the Licensee or any Guarantor.

4.3 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 required to be given under this licence shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, or by commercial courier, to each party required to receive the notice or communication as set out below:

**Licensor:** 66-70 Parkway, London NW1 7AH

**Licensee:** Flat 23 The Driftbridge, Reigate Road, Epsom KT17 3JZ

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

- (a) 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
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting or at the time recorded by the delivery service.

5.3 A notice or other communication required to be given under this licence shall not be validly given if sent by email.

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. DEPOSIT**

On completion of this licence, the Licensee shall pay to the Licensor the sum of £6,067.00 (Six Thousand and Sixty Seven pounds) as a deposit.

It is agreed that the amount of £3,033.50 will be returned to the Licensee at the end of the first 12 months of this Licence on the strict condition that there is no arrears of the Licence Fee or any amounts due under the terms of this Licence.

## **7. NO WARRANTIES FOR USE OR CONDITION**

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

7.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

7.3 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 7.1 or clause 7.2.

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

## **8. LIMITATION OF LIABILITY OF LICENSOR**

8.1 Subject to clause 8.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the 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.

8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **9. THIRD PARTY RIGHTS**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

**10. 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.

**11. 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 agreement has been entered into on the date stated at the beginning of it.

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 – ADDITIONAL AGREED TERMS**

2.1 Not applicable

Signed by the Licencee .....

In the presence of:

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Signed by the LICENSOR .....

In the presence of:

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