

**THIS SUBLICENCE AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN:

- (1) **[Insert legal name of Brandon Centre]** ('the Licensor'); and
- (2) **[insert name of licensee]** ('the Licensee');

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

The following definitions apply in this Licence Agreement:

- 1.1 *Accessways* means the roads, paths, entrance halls, corridors and staircases of the Building the use of which is necessary to obtain access to and egress from the Premises or those of them that afford reasonable access and egress thereto and therefrom and that the Licensor from time to time in his absolute discretion designates on twenty eight (28) days' notice to the Licensee;
- 1.2 *Building* means the property known as 26 Prince of Wales Road, London, NW5 3LG
- 1.3 *Licence Fee* means the amount payable per month by the Licensee to the Licensor hereunder which shall be **[insert]**;
- 1.4 *Licence* means the licence granted under this Licence Agreement;
- 1.5 *Licence Period* means the period from the date of this agreement until the date on which the Licensee's rights under clause 3 are determined in accordance with clause 5.2;
- 1.6 *Licensee's Client* means any person the Licensee introduces to the Building in consequence of this license;
- 1.7 *License Hours* means the hours each week that the Licensee licenses the Premises as specified by Section 3.1 of this agreement;
- 1.8 *Plan* means the plan annexed to this Licence;
- 1.9 *Premises* means the area numbered **[insert]** for the purpose of identification only on the Plan, comprising a single area within the Building.

**2. INTERPRETATION**

In this Licence:

- 2.1 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 2.2 all headings are for ease of reference only and will not affect the construction or interpretation of this Licence;
- 2.3 obligations owed by or to more than one person are owed by or to them jointly and severally;

- 2.4 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 2.5 any reference to a clause or paragraph is to one in this Licence so numbered;
- 2.6 any reference to a colour or letter is to one on the Plan.

### **3. LICENCE TO USE AND OCCUPY**

- 3.1 The Licensor permits the Licensee for the Licence Period to use between [*insert times*] on [*specify days*], 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 Premises), for the purposes of providing psychological therapy to people over the age of 12, in accordance with the Code of Conduct a copy of which has been provided to the Licensee: (i) the Premises (to be used exclusively by the Licensee); (ii) the Accessways for access to and egress from the Premises; (iii) such other areas of the Building as the Licensor from time to time in his absolute discretion designates on twenty eight (28) days' notice to the Licensee.
- 3.2 The Licensor will provide access to the Building for the Licensee and the Licensee's Client. The Licensor will only provide access to the Licensee's Client when the Licensee is present in the building. Provided the Licensee has given the Licensor prior permission to do so, the Licensor will provide access to the Licensee's Client to a waiting room in the Building for a maximum of 15 minutes before Licensee's client's therapeutic session is due to start.
- 3.3 The Licensor reserves the right to refuse access to the Licensee and the Licensee's Client and/or to terminate this License without notice if the Licensee is in breach of their obligations as defined in Section 4 of this contract.
- 3.4 The Licensee shall only use the Premises for the activities that it has informed the Licensor that it intends to carry-on from the Premises and shall not use the Premises for any other purpose without obtaining the prior written consent of Licensor.
- 3.5 The Licensor reserves the right to refuse access to the Licensee and the Licensee's Client and/or to terminate this License without notice if information disclosed to the Licensor as specified in clause 4.19 means that the Licensor deems the Licensee is an unsuitable person to licence the premises.

### **4. OBLIGATIONS OF LICENSEE**

The Licensee agrees and undertakes with the Licensor:

#### **4.1 To pay the Deposit and Licence Fee**

To pay the Licensor a Deposit equal to the License Fee prior to the start of the Licence. The Deposit will be returned by the Licensor to the Licensee at the end of the License period net of any costs incurred by the Licensor as result of the failure of the Licensee to meet of any the Licensee's Obligations as specified in this license.

To pay to the Licensor the Licence Fee to the Licensor in advance on the first day of each month, the first payment to be made on the date of this Licence to the Licensor's bank account, details of which have been provided to Licensee, and to pay to the Licensor interest on the Licence Fee at the rate of 5% above the Bank of England Base Rate per annum calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee within seven (7) days of the due date.

#### **4.2 To keep Premises in order**

To keep and maintain the Premises in a clean and tidy condition and clear of rubbish and not to make any alteration or addition whatsoever to the Premises and leave them in a clean and tidy condition and free of the Licensee's furniture, equipment, goods and chattels at the end of the Licence Period.

#### **4.3 Code of Conduct for Building Users**

To adhere to such written Code of Conduct for use of the Building as the Licensor from time to time in its or their absolute discretion designates on twenty eight (28) days' notice to the Licensee. In addition, to ensure that the Licensee's Client adheres to such Code of Conduct.

#### **4.4 Not to increase insurance risk**

Not to do any act or bring matter or thing upon the Premises by reason of which the rights of the Licensor under any policy of insurance in respect of the Premises or any adjoining or neighbouring premises would or might be prejudicially affected.

#### **4.5 To indemnify Licensor and others**

To indemnify and keep the Licensor and any other user of the Building indemnified from and against (i) all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation of the Premises, the Accessways or any other area of the Building by the Licensee or anyone else to whom the Licensee affords access to the Building (ii) all and any loss and damage caused by or arising from the use or occupation of the Premises, the Accessways or any other area of the Building by the Licensee or anyone else to whom the Licensee affords access to the Building. The indemnity provided for in this clause 4.5 shall survive the termination or expiry of this Licence.

#### **4.6 To permit Licensor to inspect**

To permit the Licensor his agents or servants or any other person authorised by the Licensor to enter into and inspect the Premises for the purpose of ascertaining whether the provisions of this Licence are being and performed and of any other purposes as reasonably required by the Licensor.

#### **4.7 To leave in good order**

On the termination of the Licence Hours to immediately vacate the Premises and leave them in a clean and tidy condition. Any of the Licensee's possessions left at the end of the License Hours will be entirely at the Licensee's own risk

**4.8 Not to display signs, etc**

Not to display any advertisement, signboard, nameplate, inscription, flag, banner, placard, poster, sign or notice at the Premises without the prior written consent of the Licensor.

**4.9 Not to cause nuisance**

Not to do or permit to be done on the Premises 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 any owner or occupier of any other adjoining or neighbouring premises.

**4.10 Planning permissions**

Not to apply for any planning permission in respect of the Premises.

**4.11 Use**

Not to use the Premises other than as permitted under Clause [3] above.

**4.12 Accessways**

Not to obstruct the Accessways, or make them dirty or untidy, or leave any rubbish on them.

**4.13 Viewing of the premises**

To allow the Licensor, his agents or servants or any prospective purchasers or tenants authorised by the Licensor to view the Premises at any reasonable time or times.

**4.14 Not to use Building as Business Address**

Not to use the address of the Building as the Licensee's business address, including on the Licensee's website, on-line profile on search engines or for general marketing.

**4.15 Accreditation**

To remain at all times during the Licence Period a registrant of at least one of the BPC, UKCP, BACP, IGA and ACP (and the Licensee hereby warrants that they are a registrant as aforesaid at the time of entering into this Licence Agreement).

**4.16 Professional Indemnity and Public Liability Insurance**

To maintain at all times during the Licence Period adequate professional indemnity and public liability insurance in respect of all work carried out by the Licensee on the Premises (and the Licensee hereby warrants that they are insured as aforesaid at the time of entering into this Licence Agreement).

**4.17 No holding out**

Not to hold out that the Licensor or any of the practitioners who work from the Building are in any way associated with, responsible for, or liable in any way in respect of the Licensee's work or practice or that any agency relationship exists between the Licensee and any of the aforementioned persons.

#### **4.18 Responsibility for and Supervision of the Licensee's Client**

Prior to introducing the Licensee's Client to the building, to properly assess that the Licensee's Client presents no risk to any other person in the Building or to the Building itself.

To be responsible for the health and safety of the Licensee's Client at all times while the Licensee's Client is in the Building.

To supervise the Licensee's Client at all times, from when the Licensee picks up the Licensee's Client from the waiting room until the Licensee's Client has left the Building.

#### **4.19 Disclosure and Barring Service (DBS)**

To provide a basic or enhanced DBS to the Licensor prior to the start of the licence and annually thereafter. To advise the Licensor immediately of any relevant change in Licensee's status that would be disclosed on subsequent basic DBS checks.

### **5. GENERAL**

#### **5.1 Personal nature of Licence**

The Licensee acknowledges that:

5.1.1 the Licensee shall occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Licence;

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

5.1.3 this Licence is personal to the Licensee and shall not be capable of being assigned or otherwise disposed of except by surrender to the Licensor and no sub-licence shall be entered into.

#### **5.2 Power to terminate the Licence**

The Licensor may terminate this Licence:

5.2.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of his obligations contained in clause 4;

5.2.2 immediately on notice if the Licensor ceases to have a right to occupy the Premises; and

5.3.2 on not less than **[insert time period]** notice given by the Licensor or the Licensee to the other party; and in either case the Licensee shall vacate the Premises in accordance with the notice and remove everything belonging to the Licensee leaving the same in the state and condition specified in clauses [4.2] and [4.7].

### **5.3 Liability excluded**

The Licensor undertakes no liability for the state and condition of the Premises at the start of or during this licence nor that the Premises are fit for any specific purpose or use.

### **5.4 Contracts (Rights of Third Parties) Act 1999**

This Licence does not create confer or purport to confer any benefit or right enforceable by any person not a party to it, save for the indemnity set out at clause [4.5] above and the obligations set out at clause [4.17] above.

### **5.5 Notices**

All notices given by either party pursuant to the provisions of this Licence must be in writing and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, or sent by email to the recipient's last known email address

### **5.6 Entire Agreement**

5.6.1 This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.6.2 The Licensee acknowledges that this Licence Agreement has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Licensor.

### **5.7 Governing law, jurisdiction and disputes**

5.7.1 This Licence Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

5.7.2 If any dispute or claim arises the parties shall within five (5) days of one party receiving a written request from the other party meet in an attempt to resolve such dispute or claim. The parties may decide to hold such meeting privately or may decide to request that a trustee of the Licensor attend the meeting to seek to facilitate resolution of the matter in an informal manner.

5.7.3 If the dispute or claim is not resolved following a meeting held under clause [5.7.2] (or no request is served under that clause), then the parties irrevocably agree 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 Agreement, its subject matter or formation (including non-contractual disputes or claims).

[Signed by all parties]