

DRAFT STORE LICENCE

THIS LICENCE is made in duplicate on the _____ day of _____
BETWEEN Gibraltar Car Parkings Limited (hereinafter called “the
 Licensor”) of the one part **AND** **OF**
 (hereinafter called “the Licensee”) of the
 other part.

WHEREAS:-

1. The Licensor permits the Licensee to share with the Licensor the premises situate at No.....Willis' Road Car Park, Gibraltar shown shaded red on the plan attached hereto (hereinafter called "the Premises");
2. The Licensee shall pay to the Licensor by way of deposit a sum amounting to the equivalent of two months' licence fee being Pounds such payment shall be made by way of deposit only and shall not be considered to be payment in lieu of the licence fee.
3. The Licensee agrees to pay the Licensor a monthly fee of Pounds (£.....) per licence period for the use of the Premises the first payment or proportionate part thereof being made on the date of this Licence and thereafter on the first day of each succeeding licence period or part thereof. Licence period means a period of at least two calendar months;
4. The Licensor is not willing to grant the Licensee exclusive possession of the Premises or of any part thereof and it is agreed that this Licence is not intended to and does not create or constitute a tenancy;
5. The Licensee is anxious to secure the use of the Premises notwithstanding that such use be in common with the Licensor and such other Licensees or invitees as the Licensor may permit from time to time to use the Premises **SAVE** that the Licensor is under no obligation to maintain the Premises for the use of the Licensee and shall not be under any liability for failure to have the Premises available for the Licensee due to use by any other person Licensees or invitees of the Licensor. Nor shall the Licensor have any liability if for any temporary reason the Licensee shall be unable to obtain access to the Premises;
6. The License to use the Premises which is given by this Licence is personal to the Licensee and is not assignable;

NOW IT IS HEREBY AGREED as follows:-

1. The Licensee shall use his best endeavours amicably and peaceably to share the use of the Premises with the Licensor and with such other Licensees or invitees who the Licensor shall from time to time permit and shall not interfere with or otherwise obstruct such shared occupation in any way whatsoever or impede or interfere with the Licensor's right of possession and control of the Premises;
2. The Licensee shall keep the Premises in a good clean and tidy condition and shall make good all damage occasioned therein including damage to all fixtures and fittings and to all of the contents therein contained which may be attributable to the Licensee's own act neglect or default;
3. The Licensee shall not use the Premises other than as a store for the storage of household goods and chattels. The licensee shall not use the Premises for any purpose which comprises or is construed as a "business" within the meaning of the Landlord and Tenant Act;
4. The Licensee shall not do or permit anything to be done at the Premises which may be or become illegal or a nuisance or prove an annoyance or discomfort to the Licensor or such other Licensees or invitees as the Licensor may permit from time to time to use the Premises or to any of the occupier of adjoining premises and properties or which may vitiate any policy of insurance regarding the Premises against fire or increase the ordinary premium thereon;
5. Upon termination of this Licence the Licensee shall leave the Premises vacant and in a clean and tidy condition and shall not leave there any property of the Licensee or for which he may be responsible;
6. The Licensee shall not remove any fixture and effects from the Premises without the previous consent in writing of the Licensor neither will he move into the Premises any items and effects without first having obtained the Licensor's consent in writing;
7. The Licensee shall take all reasonable care to prevent the outbreak of fire, and shall not store any dangerous, noxious or combustible material(s);
8. The Licensee shall not obstruct the entrance or common areas or approaches leading to the Premises and neighbouring premises and properties;
9. The Licensee shall not make any alterations or additions to the Premises or display any Advertisement or Notice thereupon;
10. The Licensee shall not cause or permit any damage spoil or destruction to the Premises and shall not pull down alter or add to or in any way interfere with the locks construction or arrangements of the Premises;

11. The Licensee shall comply with all the provisions of the Public Health Ordinance; the Town Planning Ordinance and the Heritage Trust Ordinance and any re-enactment thereof together with all such building regulations, planning permissions and other requirements which may be stipulated by the Development and Planning Commission or by such law in existence at the time either generally or in respect of any specific work to be undertaken in respect of the Premises;

12. The Licensee having inspected the Premises declares that it was found in good order and condition;

13. The Licensee shall not claim compensation from the Crown or any officer or person in the service or employment of the Government of the UK or the Government of Gibraltar in respect of any damage to the Premises or any part thereof or in respect of any loss of life, injury or damage to persons or chattels therein arising from or in any way attributable to any of the following acts or occurrences that is to say:-

(i) blasting, excavating, tunnelling, boring or mining by or on the orders or instruction or either of the said Governments;

(ii) flood, landslide or fall of water or stones however caused;

(iii) the firing of any gun or the flying of any aircraft owned by either of the said Governments;

(iv) fire or explosion in or originating or arising in any pipe, property or vessel occupied or owned by the Ministry of Defence;

(v) the operation by any Government department of any wireless, telegraphy, station or apparatus;

whether as a result of accident or by reason of any negligence or other acts of either of the said Governments or of any officer or other person in the service or employment of either of the said Governments;

14. The real intention of the parties is in all surrounding circumstances to create this Licence which does not come within the ambit of Landlord and Tenant Ordinance or any re-enactment or statutory modification thereof;

15. The Licence represents the entire agreement of the parties and no oral or other agreements were made and no different explanation or representations were made and only this licence agreement records the agreement entered into between the parties and will be legally binding as such;

16. The Licensee read and understood this Licence and received a copy thereof and the Licensee understands that the Premises will be shared and no exclusive possession of any part or the whole will be allowed to the Licensee by the Licensor under any circumstances;

17. The Licensee shall not withhold any payment due hereunder for any reason whatsoever;

18. Upon the Licensee paying its License fee to the Licensor the Licensor hereby grants the Licensee a Licence to use the Premises as a store for household goods and chattels;

19. This Licence may be terminated at any time by the Licensor or the Licensee by one month's notice in writing for any reason whatsoever. Furthermore this licence shall immediately and automatically determine, without notice, if the licence fee remains unpaid in respect of any licence period;

20. All notices given by the Licensor to the Licensee shall be sufficiently served if hand delivered or sent by post;

Signed by the within named **LICENSOR**

Signed by the within named **LICENSEE**