

**MAGDALEN ROAD STUDIOS**

**LICENCE TO OCCUPY**

**PART 1: Particulars**

**Date of Licence:** from ...../...../..... to ...../...../.....  
(automatically renewing thereafter, subject to notice)

**The Licensor:** MAGDALEN ROAD STUDIOS, Charity No 3817751 and Charity No 1142112, whose registered office is c/o Panthera Accounting, The Manor, Main Street, Grove, Wantage, Oxon, OX12 7JJ ('the Charity')

**The Licensee:** (Full Names)

Address:.....

.....

Email address: .....

Phone no: .....

**The Property:** Studio..... forming part of Unit .....

at 74-77 Magdalen Road, Oxford as marked on the attached plan in pink ('the Building')

**The Licence Fee** is £ ..... per calendar month, payable in advance, subject to review in accordance with Part 2 of the Licence, which includes shared services, rates and public liability insurance.

**Payment** by the Licensee shall be made by standing order only, to reach the Charity's bank account (details below) no later than 3<sup>rd</sup> of each month.

The Co-operative Bank, P.O. Box 250, Skelmersdale, WN8 6WT  
Sort Code 08 92 99 Account No. 69084342

In addition to the Licence fee, the Licensee will pay the following to the Charity on signature of the Licence:

- a) one month's fee in advance as a deposit, to be returned to the Licensee at the termination of the Licence provided all requirements of the Licence have been fulfilled.

b) a £10 deposit on each key, refundable on return of each key at the termination of the Licence.

£.....licence deposit - date paid.....

£.....key deposit - date paid.....

**Membership:** All Licensees are required to apply to be Members of Magdalen Road Studios Charity, giving them rights and obligations under the terms of the Charity's Articles of Association. Members and Associate Members of the Charity are referred to in Part 2.

## **PART 2**

### **Licence**

#### **IT IS AGREED as follows:-**

#### **1. Licence to occupy the Property**

1.1 The Charity hereby grants to the Licensee licence to occupy the Property, subject to any rights of way required by other licensees and on the conditions set out below.

1.2 The Charity grants to the Licensee (in common with the Charity and others similarly entitled) :-

- (a) a right of way on foot only over the entrance way, passage ways and corridors in the Building; and
- (b) a right of way with or without vehicles over the access road for the sole purpose of gaining access to and from the Property
- (c) the right to use the car parking space (if available and necessary) shown edged yellow on the plan attached to this Licence in connection with the Licensee's use of the Property

1.3 The licence and the occupation of the Property by the Licensee shall not create a tenancy or other such interest in the Property.

1.4 The Charity reserves to itself and its servants or agents and all persons authorised by it or any of them the right to enter upon the Property and every part of it at all times during the Licence and to use and to occupy the Property in common with the Licensee for all reasonable purposes.

#### **2. Period of Licence**

2.1 The licence so granted shall continue for a period of one year commencing on the date of this Licence, after which the licence shall be renewed automatically, subject to the provisions of clauses 4.2 and 5.

2.2 Forthwith upon the determination of the licence the Licensee shall deliver up to the Charity the Property with vacant possession, together with any keys to the Property or the Building. Art works, tools, materials and any other property left in the Building by the Licensee after a period of two weeks after the determination of the Licence become the property of the Charity to dispose of as the Charity and its Trustees think fit.

#### **3. Licence Fee and Outgoings**

3.1 During the continuance of the licence the Licensee shall pay to the Charity a licence fee at the rate specified in the Particulars.

- 3.2 The Licence Fee shall be payable monthly by the 3rd day of each month by standing order only.
- 3.3 Studio licence fees rise in line with inflation. The annual rise is calculated using the consumer price index as of November each year and applied the following January, thus giving at least one month's notice of the revised fee. There may also be unforeseen circumstances which would necessitate a decision to raise individual studio licence fees by a further amount, e.g. to pay for improved shared studio facilities. This decision would be made by the Magdalen Road Studio Trustees in consultation with Full Members.
- 3.4 The Licensee shall be responsible for payment of his or her fair proportion of the cost of all electricity consumed on or in respect of the Property during the continuance of the Licence. The Charity shall charge a reasonable fee for electricity, based on the size of the area occupied and past usage (electricity is included in the total licence fee). In order to settle any dispute that may arise between the Licensee and the Charity over the amount charged for electricity, it shall be the responsibility of the Licensee to log all use of electricity – lighting, heating & any other use as requested by the trustees - and to submit a written record in evidence.

#### **4. Licensee's Obligation in respect of the Property**

- 4.1 Save as provided for in clause 4.3 the Licence shall be personal to the Licensee and accordingly the Licensee shall not assign, grant sub-licences, part with or share possession or occupation or otherwise dispose of the Property or any part of the Property or the Licensee's rights under the Licence, except with the prior written agreement of the trustees of the Charity.
- 4.2 The Licensee shall be responsible for the payment of the licence fee for a period of 12 months. Thereafter the Licence will be renewed automatically, and may be terminated on 3 months written notice by the Licensee or the Charity. The Licensee shall pay the Licence Fee for the full initial term of twelve months, and thereafter including any notice period, unless and until a replacement Licensee is found who is acceptable to the Charity.
- 4.3 It is expected that the Licensee shall, as far as is reasonably possible, participate in and contribute towards the running of the studios on the Property, including participation in working groups, exhibitions and fundraising.

The Licensee shall also contribute towards meeting the stated objectives of the Magdalen Road Studios Charity.

The Licensee's contribution to the running of the Studios and meeting objectives of the Charity will be reviewed annually, in advance of the compilation of the Charity's Annual Report.

Failure to so contribute to the studios may result in the Licensee being given 3 months' notice to terminate the Licence.

The Licensee of Studio **15** will make this studio available for one day per week for use by other Members and Associate Members of the Charity for workshops or other activities for public benefit. The Licensee of Studio 15 is entitled to charge other Members £14 per hour or £12 per hour for two hours or more for such use. Use by individuals or organisations who are not Members or Associate Members is at the discretion of the Trustees. Priority must be given to studio artists.

Magdalen Art Space (MAS) is a shared project and exhibition space available to Full Members and Associate Members to develop their work. It is also available for use by non-Members by invitation and may be sub-licensed by the Charity.

- 4.4 The Licensee shall not damage the Property or make any alteration or addition to it other than alterations to the interior of the Property in respect of which the Licensee has obtained the prior written consent of the Charity.
- 4.5 The Licensee shall preserve the Charity's fixtures and fittings in the Property from being destroyed or damaged and shall not remove any of them from the Property.
- 4.6 The Licensee shall use the Property only for the purpose of an artist's studio.
- 4.7 The Licensee shall notify the Charity immediately of any defect in the Property.
- 4.8 The Licensee shall not do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Charity or the tenants, licensees or occupiers of any adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance. The Licensee must agree to and abide by the no smoking policy within the building.
- 4.9 Within 7 days of receipt by the Licensee of any notice given in respect of the Property the Licensee shall give a copy of it to the Charity.
- 4.10 The Licensee shall maintain the Property in the same state and condition of repair which it is in as at the date of this Licence agreement and shall keep it clean.
- 4.11 The Licensee shall not in occupying or using the Property under the Licence do or permit anything to be done which shall be inconsistent with or cause the Charity to be in breach of the Charity's obligations under its lease of the Building or otherwise in relation to the Property and the Licensee shall indemnify and keep indemnified the Charity against the breach non-observance or non-performance of the Licensee's obligations under this sub-clause.
- 4.12 The Licensee shall observe and comply with all rules and regulations prescribed by the Charity from time to time in relation to the Building.

The licensee shall observe health and safety requirements under general law and as specified by the Charity and, if informed by the Trustees or Charity

Administrator of any health and safety breaches, the Licensee must act immediately to correct these breaches. The trustees have the power to terminate the Licence for failure to observe health and safety, or to correct a problem having been given reasonable time to do so.

## **5. Termination**

- 5.1 Notwithstanding any other provisions contained in this Licence the Licence may be determined immediately by the Charity:
- (a) if any payment due from the Licensee to the Charity is unpaid for 14 days after becoming due (whether demanded or not); or
  - (b) if the Licensee shall have committed a breach of his or her obligations under this Licence which is not remedied within 14 days of receipt by the Licensee of notice in writing from the Charity requesting the Licensee to remedy the breach.
- 5.2 If the Licensee leaves their studio un-used for three months or more, with no prospect of reversing this in the immediate future, the Charity shall at their discretion require the Licensee to make their studio available for sub-licence or, if the studio is vacant or sub-licensed for more than 6 continuous months, to surrender their Licence. Only those who have been voted as an Associate Member according to the constitution may take the sub-licence from the Licensee for more than three months. If the Licensee's studio is sub-licensed, the studio shall be cleared of the Licensee's belongings, unless otherwise agreed with the person sub-licensing and with the other occupants of the Property. Notwithstanding any sub-licensing arrangement agreed between the Licensee and Sub-licensee, the licensee shall remain fully responsible for compliance with the terms of the licence agreement.
- 5.3 The Licensee shall notify the Charity in writing at least 3 months prior to the expiry of the first twelve-month term of the Licence whether the Licensee wishes to renew the Licence. Thereafter, the Licensee shall give in writing at least 3 months' notice of any wish to terminate the Licence.
- 5.4 The renewal of the Licence shall nevertheless be within the discretion of the Charity.

## **6. Interpretation**

- 6.1 References to 'the Licence' means the licence hereby granted.
- 6.2 Words and expressions used in the Particulars to the Licence shall have the same meanings when used in the remainder of the Licence.
- 6.3 Words importing the singular meaning shall include the plural meaning and vice versa.

**EXECUTED as a Deed by MAGDALEN ROAD STUDIOS**

acting by two Trustees or by a Trustee and Charity Secretary...../...../.....

Trustee.....[signature]

..... [name]

Studio Manager.....[signature]

.....[name]

EXECUTED as a Deed on .....[ date ]

by.....[signature of Licensee]

of.....

.....[address of licensee]

in the presence of :Witness.....[name]

.....[signature]

Address of Witness: .....

.....

DELIVERED AS A DEED ON THE DATE OF THIS DOCUMENT

*(Two copies to be duly signed, one copy to be lodged with the Charity and one copy to be retained by the Licensee.)*