

FORSTERS

DATED

(1) KC ESTATE MANAGEMENT LIMITED

(2) [.....]

LICENCE TO KEEP A PET

on a premises at

[.....]



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LICENCE TO KEEP A PET

DATED:

PARTIES:

(1) **KC ESTATE MANAGEMENT LIMITED** (Company Registration Number 4255995) whose registered office is at Whittington Hall, Whittington Road, Whittington, Worcester, WR5 2ZX ("the Owner"); and

(2) [.....] of [.....] ("the Licensee").

RECITAL:

The Licensee is the tenant of [.....] ("the Premises") located in the Owner's property described in Schedule 1 ("the Owner's Property") and has requested the consent of the Owner to keep the pet described in Schedule 2 ("the Permitted Pet") in the Premises.

IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed any covenant entered into by more than one person shall take effect as a joint and several covenant by all persons who shall have entered into the same.
- 1.2 Headings are for ease of reference only and shall not affect the construction of this Deed.
- 1.3 References to clauses and schedules shall be references respectively to the clauses of and the schedules to this Deed unless otherwise indicated.
- 1.4 Words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body.

2. GRANT OF LICENCE

- 2.1 Pursuant to paragraph 13 of Schedule 3 (Regulations) to the Licensee's lease of the Premises, the Owner hereby permits the Licensee to keep on the Premises the Permitted Pet until such time as this agreement is determined in accordance with clause 4.
- 2.2 This licence is not transferable but will be deemed to extend to any animal kept on the Premises by authorised sub-tenants of the Licensee if the animal concerned is the Permitted Pet.

2.3 This licence is specific to the Permitted Pet and a fresh licence must be applied for in respect of any new or replacement animals.

3. **LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Owner:

3.1 To observe and perform the regulations contained in the Pet Policy at Schedule 3 or otherwise arising under this licence.

3.2 To indemnify the Owner and the Owner's successors in title and tenants and occupiers of the Owner's Property against any damage loss or injury suffered by any person, pet or property caused by the Permitted Pet or arising from or in consequence of keeping the Permitted Pet at the Premises.

3.3 To pay to the Owner the Owner's administration fee in relation to this licence of £25 on the date hereof.

4. **DETERMINATION**

4.1 It is hereby agreed that this licence is granted for no consideration and is therefore revocable by the Owner at any time without notice.

4.2 This licence will determine automatically:

(a) On the date one year from the date of this licence;

(b) if the Licensee fails to comply with any of the provisions of this licence; or

(c) if the Licensee ceases to be the tenant of the Premises.

4.3 Upon the revocation or determination of this licence, the Licensee shall be in breach of an obligation under their lease of the Premises in the event that they continue to keep a pet there without the Owner's consent, and the Owner shall be entitled to take enforcement action accordingly, including but not limited to forfeiture of the Licensee's lease of the Premises.

5. **RIGHTS OF THIRD PARTIES**

A person who is not a party to this Licence has no rights under the Contracts (Rights of Third Parties) Act 1999 in relation to it.

IN WITNESS whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

The Owner's Property

The freehold land at 552 Kings Road, London SW10 registered at the Land Registry under title numbers BGL24243 and BGL24763.

SCHEDULE 2

The Permitted Pet

- 1. [.....]
- 2. [.....]

SCHEDULE 3

Pet Policy

1. The Licensee is required to provide a reference for their pets from a previous landlord, letting agent or veterinary surgeon.
2. The Licensee must fill in an information form for their pets, including contact details of veterinary practice and a nominated person who will care for their pets in case of an emergency.
3. Licensees are responsible for the health and welfare of their pets. In accordance with the Animal Welfare Act 2006 and the Animal Health and Welfare (Scotland) Act 2006, all licensees have a duty of care to provide their pets with a suitable place to live, a suitable diet, proper exercise and adequate healthcare.
4. If the Owner believes that a pet kept in their property has been neglected or abandoned, they will report the case to an appropriate animal welfare organisation.
5. The Licensee must not leave their pets in the Premises when they are away unless clear arrangements have been made for their care. Pets should be boarded elsewhere but close supervision by a neighbour may be acceptable for some animals.
6. Dogs should not be left alone in the Premises for more than 3-4 hours at a time. Licensees must ensure that their dogs will not cause damage to the Premises if they are left unsupervised.
7. All pets must be vaccinated and regularly treated for fleas and worms (if appropriate). Licensees may be required to provide evidence of this from a veterinary surgeon.
8. Licensees must ensure that their pets do not cause nuisance or injury to neighbours, neighbours' pets or any other third party visiting the Owner's Property. This includes excessive noise and damage to other people's property.
9. Dogs must be kept under control and on a lead in all public places, common parts, walkways, gardens and outside areas in the Owner's Property.
10. Pets must not be allowed to foul inside the Premises, except for caged pets and pets trained to use the litter tray. Any pet faeces must be removed immediately from the public places, common parts, walkways, gardens and outside areas in the Owner's Property and disposed of safely and hygienically.
11. Licensees are responsible for keeping all areas of the Premises clean and free from parasites, such as fleas.

12. Dogs must by law wear a collar with their owner's name and address on it when in a public place. Cats should also wear a snapper part collar to enable them to be identified. Both dogs and cats should be micro-chipped.
13. Dogs listed under the Dangerous Dogs Act 1991 and any animal listed in the schedule of the Dangerous Wild Animals Act 1976 may not be kept in the Premises.
14. Licensees may not breed or offer for sale any animal in the Premises.

EXECUTED as a deed by)
KC ESTATE MANAGEMENT LIMITED)
acting by a director)
in the presence of:)

.....
Director

.....
Witness's signature

.....
Name of witness (in BLOCK CAPITALS)
Address of witness:

.....
.....
.....

.....

EXECUTED as a deed by)
)

[.....]

in the presence of:

.....

.....
Witness's signature

.....
Name of witness (in BLOCK CAPITALS)

Address of witness:

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