



BRINKWORTH HOUSE

- LICENCE TO OCCUPY - The Terms and Conditions

1. This licence to occupy a space includes the rights to use any facilities provided at the Centre and the right to park in the car park at the Centre. Parking is available on a first come first served basis.
2. The fee may be altered by the Licensor on giving not less than 7 days notice. The Fee to be paid by a Licensee who has served not more than three months notice to end the Licence shall not be increased during the period of notice except as regards the Rates element.
3. The Fee is made up of two components the Property Charge and the Services Charge. The Property Charge contains an element in respect of rates and the Fee will be adjusted in respect of this element on the 1st April each year to take account of any change in the rate poundage charged by the local Rating Authority. Apart from this the Property Charge will not normally be reviewed more than once a year. The Services Charge is an estimate of the monthly cost of providing the Rechargeable Services. This Charge may be adjusted once a quarter to take account of actual usage and at this time any overpayment or underpayment in respect of the chargeable services provided will be recovered by a supplementary invoice of repayment by the Licensor.
4. The Fee shall be paid monthly in advance, whether or not formally demanded, on or before the first day of each calendar month by standing order.
5. The Licence is personal to the Licensee who shall have no right to exclude possession or occupation of any Space which he may from time to time be permitted to use. The Licensee shall not be entitled to transfer part with or sub-licence this Licence nor share or grant any rights over any Space.
6. The Deposit shall be repaid to the Licensee on vacating the Space, subject to the Licensor's right to withhold proper amounts for any breaches of this Licence by the Licensee.
7. The Licensor shall be entitled at any time on giving not less than three weeks notice, to require the Licensee to transfer to a comparable Space elsewhere within the Centre and the Licensee shall comply with such requirement. The Deposit paid by the Licensee shall be adjusted to conform with the above definition of the Deposit if the Fee changes on removing to another Space.
8. The Licensee hereby acknowledges that the Licensor and his agents have unrestricted right of access at all times to the Space for the time being used by the Licensee and that the Licensee has no right to make any structural or other alterations to the Space without the prior express consent in writing of the Licensor or Centre manager and in particular the Licensee will not add to or alter any door locks in the Centre without such consent.
9. No equipment plant apparatus or materials of any description shall be used or stored in the Centre without the prior consent in writing of the Licensor. A list of any materials and equipment from which specific consent is not required will be published or displayed from time to time.
10. Termination:
 - (a) This Licence may be terminated at any time by either party giving to the other not less than thirty one days prior notice in writing to terminate the Licence, the license would only cease at the end of the following calendar month.
 - (b) Despite the period of notice specified in (a) above the Licensor may immediately terminate the Licence if, in its reasonable opinion, the Licensee is in breach of any of the conditions set out in this Licence. Such termination will not prevent the Licensor from taking action to recover any arrears of the Fee or other sums. The Licensor will as a general policy normally exercise its right to determine this Licence forthwith if the Fee or other charges remain unpaid fourteen days after the day on which they fall due for payment
11. The Licensee hereby further agrees and undertakes as follows:
 - (a) To accept full responsibility for any of his visitors, business associates or employees in respect of the use of the Space or any facilities provided at the Centre and to effect all necessary public liability insurance with an insurance officer to be approved by the Licensor and to produce evidence of payment of the premium. The Licensee will also be responsible for insuring his own property, business and equipment.
 - (b) Where the Licensee is not a single name individual, to nominate in writing a person who will be responsible for managing the Space for the Licensee and who shall accept responsibility for securing the Licensee's compliance with this Licence. This will not release the Licensee from any of its obligations under this Licence.
 - (c) To pay a charge of £10 plus interest at the rate of 1 5% per annum on the Fee or any other charges not paid on or before the due date which shall be within 7 days from the date of invoice.
 - (d) To keep the Space clean and tidy and free from any fire or health hazard and generally to behave responsibly in respect of his use of the Centre at all times, particularly as regards noise, cleanliness, security and safety. The Licensee will not cause any obstruction of the common parts at the Centre and will not allow such common parts to become untidy by his actions.

- (e) To observe all requirements and regulations concerning the use of the Centre made from time to time and appearing in the Centre Handbook or displayed by the Licensor.
- (f) To conform at his own expense with all statutory and other regulations governing his particular use of the Space and Licensee's Business and to indemnify the Licensor against any claims arising from any breach of those regulations.
- (g) Not to do anything to invalidate the Licensor's insurance policies. Copies of which can be made available for inspection.
- (h) To pay to the Licensor any special or increased insurance premium required to be paid on account of the Licensee's occupation of the Space.
- (i) Except as permitted on the car park not to park any motor vehicles on or adjoining the Centre without prior permission from the Licensor.
- (j) At all times during the existence of the Licence, and on vacating the Space, to maintain the Space and its internal decoration, fixtures and fittings in as good a condition as at the commencement, the Licensee making good any damage caused by the removal of the Licensee's own equipment and materials.

(12) The Licensor hereby agrees and undertakes as follows:

- (a) To be responsible for the decoration of the exterior of the Centre and for decoration internally of the common parts of the building.
- (b) To maintain and repair the services and fabric of the Centre other than those repairs which are the responsibility of the Licensee under Clause 11(i).
- (c) To provide cleaning, lighting and maintenance of the common parts of the Centre and to provide some light fittings in the Space. The level of provision of these facilities will be solely within the control of the Licensor but may be reviewed from time to time in consultation with the Licensees.
- (d) To maintain public liability insurance in respect of the common parts and to insure the Centre against destruction or damage by fire and such other uses as the Licensor shall determine.
- (e) To provide, as far as the pressure of work permits, a basic reception and enquiry service for visitors to the Centre and to take reasonable precautions against theft and damage in respect of the Centre as a whole.
- (f) To pay general and water rates attributed to the Space.

13. The parties hereby agree that the Licensor shall not be liable to the Licensee for (and the Licensee will indemnify the Licensor against claims in respect of):-

- (a) Any loss, damage or injury to the Licensee's property or the property of any invitees of the Licensee however caused including for example the consequences of any failure or inadequacy in the supply of lighting, power, heating or plumbing installations to the Space or to the common parts of the Centre.
- (b) Any damage to the Licensee's goods or any disruption of the Licensee's business as a result of any fire, structural failure water damage or other cause.
- (c) Any consequential loss or damage however arising unless the same shall be proved to be caused by the negligence, wilful act, default or breach of statutory duty by the Licensor or others authorised by the Licensor.

Licensor.....

Date.....

Licensee.....

Date.....