



passed to any other party without your express permission, unless we are required to do so by law or regulation. We will store the information and our verification thereof in accordance with relevant legislation after which it will be destroyed. The Act confers rights of access to certain information we hold. Details are available on request. In addition this information may be used for the prevention or detection of offences for fraud prevention purposes. We may share any information we collect with the Police to assist with investigations and/or enquiries as well as other public or private sector agencies or representative bodies complying with legislation and in accordance with relevant statutory and regulatory obligations. Information may be shared with the Business Centre Association and their members. Information shared in this way will not be used for marketing purposes.

## Conditions

### 1. Definitions

In this agreement, the expression the 'Premises' includes all accommodation and equipment belonging to us as listed in the inventory attached to this agreement (if any) and signed by you and us.

### 2. Licence Period

We authorise you (and you only) to use and occupy the Premises for the Licence Period for office and or storage purposes or such other uses which have been agreed with us in writing in advance. If you decide to utilise the Premises for an alternative planning use it will be at your own risk but subject to licensor approval.

The licence is not transferable by you.

We grant you the non-exclusive right in common with us and all others having similar rights to:

- Use the roads and footpaths at the Centre for the purpose of access to and egress from the Premises;
- Use the shared facilities we provide at the Centre for purposes ancillary to your use of the Premises and in the manner that we deem reasonable and appropriate.
- Exclusive use of any car parking spaces allocated to you by us from time to time.
- Either you or we can terminate this agreement at the end of the Licence Period or at any time thereafter by either party giving the other the required Notice Period in writing.

This agreement will terminate:

- Upon us giving you written notice that you have breached any of the conditions in clauses 3 or 4; or
- If you become insolvent, go into liquidation, have an administration order made against you or an administrative receiver or a receiver or a receiver and manager appointed, or become unable to pay your debts without prejudice to any rights or liabilities of either party.

We may give you one month's notice, in writing, requesting you to occupy another unit of approximately equal size in the Centre. At the end of this notice period, you must either:

- Leave the Premises in accordance with the provisions of this agreement and this agreement will end without prejudice to any rights or liabilities of either party; or

- Leave the Premises and occupy such alternative premises on the same terms and conditions as this agreement. This agreement will then apply as if that unit was substituted for the Premises.

### 3. Your Financial Obligations

You shall:

- Pay us the Standard Licence Fee in advance on the day specified by us and monthly thereafter by direct debit or other means of direct credit to us that we may from time to time prescribe, without any deduction for set off or counterclaim. The first payment must be made on or before the date of this agreement and cleared into our account before you enter the Premises.
- Pay us the Deposit in cleared funds before you enter the Premises. The Deposit is equivalent to 2 months' gross Standard Licence Fee and may be applied by us (in whole or in part) against any unpaid portion of the Standard Licence Fee, or any other sums due by you under or in connection with this agreement, and/or against costs incurred by us in cleaning, tidying, repairing or otherwise ensuring that the Premises (and/or the Centre, to the extent damaged by you or your licensees) are in the same condition at the end of the Licence Period that they were at the start of the Licence Period if you fail to comply with your undertaking to so leave the Premises and Centre in such condition at the end of the Licence Period, including your undertaking to remove any signs at the Premises and reinstate any damage caused by such removal.
- Pay us on demand the amount of the Deposit applied by us aforesaid during the Licence Period, in paying any unpaid portion of the Standard Licence Fee or other sums due under this agreement
- Pay business rates in respect of the Premises direct to the relevant authorities.
- Pay for all telephone and or broadband and other utility charges for the Premises from the date that you are given access.
- Indemnify us against all liabilities arising directly or indirectly as a result of any breach of the terms and conditions of this agreement, including any non-payment of your utility bills.
- Pay any value added tax which may be payable in respect of any monies payable by you under this agreement.
- Pay our reasonable administrative fee if any payments due under this agreement are not received on time. Typically a direct debit failure will be charged at £100 and any other follow up or chasing up at an hourly rate

- The Standard Licence Fee shall increase without notice by 10% (as applicable) on the annual anniversary of the signing of this agreement.

- If you do not pay the Standard Licence Fee or any other sums due under this agreement when due, we may charge interest at the rate of 4% above the base rate of Lloyds Bank Plc on the amounts outstanding and/or exercise our rights to re-enter the Premises upon giving you notice to do so.

- All payments must be made via direct debit or other means of direct credit to us that we may from time to time prescribe.

#### 4. Your Undertakings

You undertake with us:

- Before moving into the Premises, to sign an inventory of all accommodation and equipment, including telephone and internet services, you are permitted to use together with a note of its condition and details of all keys /fobs and/or access cards issued to you.

- To keep the Premises in the same condition as at the start of the Licence Period as evidenced by the above inventory.

- To leave the Premises at the end of the Licence Period clean, tidy and in the same condition as at the start of the Licence Period, as evidenced by the 'schedule of condition' form, and to repair any damage to the Premises and/or the Centre you or your licensees and visitors have caused to our reasonable satisfaction.

- Not to bring your own telephone or internet services to the Premises without our prior written permission.

- At the end of the Licence Period to remove all your personal belongings and rubbish from the Premises. If you fail to do so, we may remove and sell them and keep the sale proceeds. You will be charged for the removal of these items and/or the clean-up and repair of the unit so that it is in the same condition as at the beginning of the licence.

- To obtain our written permission before erecting any signs at the Premises. At the end of the Licence Period, you must remove any such signs and repair any damage caused to the Premises or the Centre to our reasonable satisfaction.

- To observe any rules and regulations about your use of the Premises and/or the Centre that we may make from time to time and notify you of.

- To arrange insurance for your own property that you bring onto the Centre and for your own liability to your employees and third parties.

To not do anything on the Premises which might vitiate our insurance policies in relation to the Centre. or cause a higher premium to be payable.

- To comply with all statutory requirements, law and byelaws (including all town and country planning legislation) and not to make any planning application in respect of the Premises.

- Not to use the Premises in a way that causes any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or any other occupier of the remainder of the Centre.

- Not to bring onto the Premises any inflammable, hazardous or offensive products.

- Not to use or bring to the Premises any portable space heaters, unless they are convector only heaters which run on electricity. These must be regularly maintained and there should always be a 1m clearance area around it.

- Not to carry out any alterations or other works to the Premises.

- Not to obstruct or park upon any of the roads and paths upon the Centre save for any areas that have been designated by us as car parking areas and not to store anything outside of the Premises.

- To accept responsibility for the use of telecoms and broadband facilities within your unit and keep the handset in a good and proper order and to return it upon vacating. You will be charged the full replacement cost for any damaged or missing telephones or pieces of telecoms

- Not to use the name "Space House Business Centre" in any way in connection with your business.

- To comply with all reasonable requests made of you by us in relation to the Premises and your use thereof.

- Not to hold us liable for any loss or damage of any nature whatsoever suffered by you or any other person or entity which occurs in connection with your use of the Premises, howsoever arising.

- To fully indemnify us in respect of any loss, costs, expenses, damages or claims of any nature whatsoever arising in connection with your use of the Premises, howsoever arising.

## 5. Our Obligations

We shall:

- Maintain and clean the Centre
- Clear drains and gutters at the Premises.
- Inspect and test the fire alarm and electrical system equipment.
- Insure the Centre for the usual comprehensive risks provided that we may suspend any of these services (including access to the Premises) for events beyond our reasonable control.
- We will return the Deposit to you, without interest, within 60 days of the end of this agreement, less any amount due to us as a result of you breaching the terms and conditions of this agreement.

## 6. General Provisions

This agreement is personal to you and cannot be transferred or assigned to anyone else.

This agreement supersedes any previous agreement you may have with us for the Premises and contains all the terms we have agreed.

It is agreed that our liability to you in respect of death and personal injury is excluded save to the extent that it results from our negligence.

It is not the intention of either party to create between them the relationship of landlord and tenant, and the whole of the Premises remain our property and in our possession and control, and you shall not have any estate or interest in them or in any part of them. We can enter the Premises at any time without notice although, unless there is an emergency, we will try to contact you in advance. You shall not at any time be entitled to use the Premises to our exclusion.

We do not warrant that the Premises are legally or physically fit for your intended use.

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms and conditions.

You agree that we may process, disclose or transfer any personal data which we may hold on you to the extent reasonably required to enable us to perform our obligations under this agreement provided that we shall not disclose any such personal data to any third party other than to the extent required by any applicable laws.

You are recommended to obtain your own additional security to the Premises as we cannot be held responsible for any losses there in.

Any notice served under or in connection with this agreement shall be in writing and shall be treated as properly served if it complies with the provisions of section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962)

ANNEXURE 1 – Inventory

ANNEXURE 2 – Schedule of Condition