

LICENCE AGREEMENT

Licensor ('we', 'us' or 'our')
 A.C.Lloyd (Asset Management) Ltd
 Nicholls House
 Homer Close
 Tachbrook Park
 Warwick
 CV34 6TT

Licensee ('you' or 'your'): _____

Company name: _____

Registration no.: _____

VAT no.: address: _____

Your name: _____

Address: _____

Phone: _____

Mobile: _____

Website: _____

Email: _____

Type of business: _____

Home address: _____

Phone: _____

Mobile: _____

Email: _____

Please tick box if you would prefer your invoice to be sent to this address

Name of centre: _____

Premises: Unit: _____
 and _____ car parking space(s)

Licence Period: one month from _____
 and then until terminated upon one months' written notice given by us to you.

Standard fee: _____

All licence fees are subject to VAT.

Deposits are two months gross standard fee, plus 20% subject to minimum £1,000.

Please note that there will be an automatic 3% increase in the gross standard fee on the first anniversary of each year.

Where did you hear about us? _____

Can we contact you via email: **Yes/No**

Are you taking telecoms/broadband: **Yes/No**

Can we use your company name in press releases: **Yes/No**

Initial payment:

Deposit (two months gross standard fee) **£** _____

First month's fee **£** _____

VAT on first month's fee **£** _____

TOTAL INITIAL PAYMENT **£** _____

Please fill in the direct debit mandate for payments. There will a £50 plus VAT administration charge made for direct debit failures.

This agreement incorporates our terms and conditions of business set out overleaf in the two subsequent pages which you confirm you have read and understood and we both agree to comply with and be bound by them. This agreement does not create a tenancy within the relationship of Landlord and Tenant nor does it give you the right to exclusive occupation of the Premises.

Signed by on site manager of local agent on our behalf:

Signed by you:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Money Laundering Regulations 2007 and the London Local Authorities Act 2007: Under the Money Laundering Regulations 2007 (as updated from time to time) and where applicable the London Local Authorities Act 2007, we may be required to verify the identity of those we deal with. This may include checking against electronic and other databases (public or otherwise).

Data Protection Act 1998 (the Act): The information on this form may also be used to verify identity. That information will be held securely on our systems. It will only be passed to other group companies of ours and our and their trading partners for use exclusively in connection with the provision of serviced and/or virtual offices and related services. It will not be 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, light industrial or storage purposes or such other uses which have been agreed with us in advance. If you decide to utilise the premises for an alternative planning use it will be at your own risk.

We grant you the 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
- exclusive use of any car parking spaces allocated to you.

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 one months' written notice.

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 or become unable to pay your debts without prejudice to any rights or liabilities of either party

We may give you one months' 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 unit 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 deposit in cleared funds before you enter the Premises.

- Pay us the standard fee in advance on the allotted day and monthly thereafter by direct debit without any deduction for set off or counterclaim. The first payment must be made on or before the date of this agreement and cleared before you enter the Premises.
- Pay business rates in respect of the Premises direct to the relevant authorities.
- Pay for all electricity, telephone and other utility charges for the Premises from the date that you are given access.
- Indemnify us against all liabilities arising directly or in directly 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. Typically a direct debit failure will be charged at £50 plus VAT and any other following up at an hourly rate of £125 per hour plus VAT.
- Pay our reasonable administrative fee if any payments due under this agreement are not received on time.
- We may increase the Standard Fee by 3% on the annual anniversary of the signing of the licence and will write to you informing you of such increase within one month. The Standard Fee will become the amount shown in such notice.
- If you do not pay the standard 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 Barclays Bank plc on the amounts outstanding and/or exercise our rights to re-enter the Premises upon giving you notice to do so.

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 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 our reasonable satisfaction.

- 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. This may include inter alia, the stripping out of any additional electrical circuits and the removal of flooring including any adhesive used.
- 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 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 to you including taking note of any green travel plan that may apply to the centre.
- 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 comply with all statutory requirements (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 and to undertake regular fire risk assessments of your own unit as well as nominate a fire warden.
- 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. Any changes to the electrical supply or circuits should be carried out by our nominated contractor and no one else.
- 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 service yards and not store anything outside of the Premises.
- Not to use the name "**Space Business Centre**" in any way in connection with your business.

- Provide within the unit approved fire extinguishers that are maintained regularly preferably by a BAFE or LPCB approved company.

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.
- Maintain the roller shutter door at the Premises, subject to it not having been damaged by you.
- 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.

The whole of the Premises remain our property and in our possession and control. We can enter the Premises at any time although, unless there is an emergency, we will try to contact you in advance.

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 unit as we cannot be held responsible for any losses therein.