

PERRYMEADSTATES

LICENCE AGREEMENT

DATE:	
OPERATOR: 'we' 'us' or 'our'	Perrymead Estates Limited (company registration number 09460158) whose registered office is at Stoney Street Studios, 51 Stoney Street, Nottingham NG1 1LX
CUSTOMER: 'you' or 'your'	[] (company registration number []) whose registered office is at []
Your CONTACT DETAILS	Contact Name: Telephone Number:
DESK	A desk within the Hot-Desk Space
MEMBERSHIP SPACE:	Membership Space in the basement of the Building as designated by us.
BUILDING:	51 Stoney Street, Nottingham NG1 1LX shown edged red on the plan annexed to this Licence
INITIAL PERIOD:	Starts on and including [] and lasts until and including [] and the "Licence Period" is the Initial Period plus any renewal period under the terms of this Licence
LICENCE FEE:	£[] per month plus value added tax to be paid in advance on the first working day of each calendar month
DEPOSIT:	£[] [equivalent to [] months' Licence Fee, together with an amount equivalent to the VAT that would be payable on the Licence Fee]

PERRYMEADESTATES

OUR SIGNATURE:

YOUR SIGNATURE:

Signature:

Name (print):

Capacity (eg Director/Authorised Signatory):

Signature:

Name (print):

Capacity (eg Director/Authorised Signatory):

PERRYMEADESTATES

OUR OBLIGATIONS

- 1 To allow you the use of your desk or such other desk or shared facilities as we may from time to time allow, during the Building's opening hours of 07:00 to 22:00, 365 days of the year (except public holidays), until the end of the Licence Period or other termination of this Licence in accordance with the terms of this Licence
- 2 To allow you to use your desk for the purpose of developing a business concept or starting a business
- 3 We agree to provide you with the following services and equipment listed and identified below:

Furniture	<input checked="" type="checkbox"/>	Cleaning	<input checked="" type="checkbox"/>
Heating	<input checked="" type="checkbox"/>	Electricity	<input checked="" type="checkbox"/>
Air Conditioning	<input type="checkbox"/>	Communal Kitchen	<input checked="" type="checkbox"/>
Lighting	<input checked="" type="checkbox"/>	Communal Toilets	<input checked="" type="checkbox"/>
Reception Facilities	<input type="checkbox"/>	Security	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	Broadband	<input checked="" type="checkbox"/>

- 4 The Licence Period shall be the Initial Period which will then be automatically renewed for successive periods equal to the Initial Period until brought to an end by either you or us on a months' notice or otherwise in accordance with this Licence

YOUR OBLIGATIONS

- 5 You shall:
 - a. keep your desk tidy and use it (or such other desk as may be allowed by us) and all their furniture and equipment (if any) in a reasonable manner so as not to cause damage to these
 - i. pay the Licence Fee (or at the start a proportion of it for any period of less than a month) on the date it is due plus VAT at the current rate on all fees and other charges due to us
 - ii. pay interest at 4% above Barclays Bank plc base rate on all overdue payments
 - iii. payment to be by way of Direct Debit
 - iv. pay a fee of £25 if one of your cheques or standing orders or direct debit is returned unpaid to your bank
 - v. pay to us all charges in respect of all other extra services provided either by us or (where we are initially responsible for the cost) by any other person that you allow, including photocopying, refreshments, storage and secretarial services, or any other services we provide which are used by you (together with any VAT that may apply to these services) within 14 days of a written invoice from us or at our request by fixed amounts on the 1st working day of each month
 - b. comply with all current legislation which applies to your use and occupation of your desk
 - c. observe and perform all the rules and regulations from time to time made by us for the management of your desk, the Hot-Desk Space and the Building and notified in writing to you including the Occupier's Guide for the Building
 - d. conduct your business from your desk in a way that does not interfere with us or with other customers or occupiers of the Building.
 - e. vacate your desk leaving it clean tidy and free of rubbish and your belongings on the expiry or termination of this Licence and you shall hand back all key and/or passes to the Building to us
 - f. during the Licence Period allow access at all times and for all purposes to us
 - g. indemnify us from and against all costs, losses claims and demands arising out of any breach by you of any of the terms of this Licence
- 6 You shall not:
 - a. impede or interfere with our right of possession and control of your desk and the Building, obstruct the stairs, passages, lifts or other common parts of the Building, bring in or take out of the Building between the hours of 9am and 6pm any items of a bulky nature or at any time overload the lifts (if there are any lifts)
 - b. bring any office furniture into the Building
 - c. alter your desk or fix anything on or to your desk unless we allow it in writing
 - d. move any fire extinguishers in the Building unless they are required in an emergency

PERRYMEADESTATES

- e. interfere with the conduct of our business or in any way seek to entice away or make any offer of employment to any employee or member of our staff. If you contravene this provision then we will be entitled to compensation equal to three months remuneration of the employee(s) in question
 - f. allow any other person to use or occupy your desk
 - g. cause any nuisance or inconvenience to us or to other customers or occupiers of the Building or do anything that may bring the Building into disrepute or that may affect the credit rating of us or of any other customer or occupier of the Building
 - h. affix or display anything on the windows or doorways without consent in writing from us
 - i. withhold, for any reason, any payment or part of a payment, which is due as a result of this Licence
 - j. prevent us from having access to and possession of your desk at any time and for any purpose
 - k. smoke or allow anyone else to smoke in the Hot-Desk Space or the Building.
- 7 You agree that this Licence shall not create the relationship of landlord and tenant or confer on you any estate or right outside the terms of this Licence nor any security of tenure. This Licence is personal to you and is not capable of being assigned, charged or otherwise dealt with and you acknowledge that you are not entitled to exclusive possession of your desk or use of a particular desk in the Hot-Desk Space

INSURANCE

- 8 You must insure against all potential losses, damages, claims, expense or liabilities which might arise out of your own property brought into your desk or elsewhere into the Building of which your desk forms part; your own liability to its employees and third parties; business interruption; and any other matter under this Licence where we do not accept liability, or for any other matter
- 9 If our insurance costs increase as a result of your activities, you will pay to us the increase in the insurance costs
- 10 You must not do anything which may mean the insurance policy for the Hot-Desk Space or our Building is no longer valid

PERRYMEADESTATES

LIMIT OF LIABILITY

11

- a. We are not liable for any loss as a result of failure to provide a service as a result of mechanical breakdown, strike, maintenance, repair or a shortage of fuel, water, materials or labour or for any other reason unless our failure to provide is negligent. We are also not liable for any failure until you have told us about it and given us a reasonable time to put it right
- b. You agree:
 - i. that we will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, your Licence and/or your use of the services except to the extent that such loss, damage, expense or claim is directly attributable to our negligence ("our liability"); and
 - ii. that our liability will be subject to the limits set out in the next paragraph
- c. We will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss
- d. We will be liable:
 - i. without limit for personal injury or death;
 - ii. up to a maximum of £1 million (for any one event or series of connected events) for damage to personal property;
 - iii. up to a maximum equal to 125% of the total fees paid under your Licence up to the date on which the claim in question arises or £50,000 (whichever is the higher), in respect of all other losses, damages expenses or claims;
- e. We reserve the right to disconnect your telephone service, broadband service or access control to the Building should any invoice for the Licence Fee or any other service remain unpaid for more than five working days. A reconnection fee of £25 will be charged if we agree to reinstate the service
- f. We give no warranty to the effect that your desk or the Hot-Desk Space is legally or physically fit for the purposes specified at numbered paragraph 2 above
- g. We shall be entitled to relocate you to an alternative desk within the Hot-Desk Space or the Building of similar size and standard at any time

INCREASES IN FEES

- 12 We may increase the fees for the services, or the energy costs at any time on giving 28 days' notice
- 13 We may at any time after giving you at least 28 days' notice increase the Licence Fee from each anniversary of the date the licence starts or at any other time provided that there is only one increase in any 12 months period but no increase will exceed 4.5%

TERMINATION

- 14 This Licence may be terminated or we may withdraw services:
 - a. on not less than one months' notice in writing given by us to you or by you to us. Notice cannot be given by you to terminate earlier than the end of the Initial Period
 - b. immediately on notice in writing from us to you in the event that the Building and / or your desk becomes unusable due to fire, explosion or any other cause, and any advance payment of the Licence Fee made by you before that notice in respect of a period after that date shall be repaid by us to you
 - c. on one week's notice in writing from us to you in the event of you committing a breach of your obligations in this Licence
 - d. immediately by us in the event that you suffer an event of insolvency including receivership, administration, bankruptcy or liquidation
 - e. immediately by us if you are more than seven days late making a payment or part of a payment you owe us under this Licence
 - f. for any other reason we consider to be appropriate
- 15 Any of your property left at your desk, in the Hot-Desk Space and/or the Building may be disposed of by us at any time after one month following the end of this Licence without notice any by any means whatsoever and we shall not be liable for any loss or damage to any of your property or other persons connected to you.

PERRYMEADESTATES

NOTICE

16 Any notice under this Licence must be in writing to us at our registered office and any notice by us to you shall be deemed sufficiently served if sent to your address on this licence or given to you personally

DEPOSIT

17 The Deposit will be held during the Licence Period by us in a separate account as security for payment of the Licence Fee and any other sums payable pursuant to this Licence or on breach of any of its provisions whether during or at the end of the Licence Period. In the event that we withdraw money from the Deposit you must pay to us the sum required to restore the Deposit to its original level. We will as soon as we can after the end of the Licence Period return the Deposit or (as the case may be) the balance of the Deposit to you after deducting sums then due under or arising from any breach of this Licence. No interest is payable on the Deposit

INFORMATION

18 You must provide any information we need to be able to meet our responsibilities under the Data Protection Act or any other law or regulation where we need to provide, or have access to, your information

19 You and we must both keep each other's information confidential and not use it, or allow it to be used (directly or indirectly), unless either of us have a legal duty to do so of the information is already available to the public

20 By signing this Licence, you are giving us permission to keep your name, address, phone numbers and e-mail address on our database so we can:

- a. contact you about your desk or the Building
- b. pass the information to a credit reference agency or insurer, in line with our own risk assessment and risk management processes
- c. pass on any details of any good or services you may be interested in (unless you have asked us not to) or which may be relevant to your business or how you use your desk;
- d. give such data to others who have been carefully selected by us in order to enable them to send you information as set out above

If you do not want to receive marketing material from us, please write to us at our registered office

LAW

21

- a. English Law applies to this licence
- b. You agree that in entering into this Licence you are not relying on nor shall it have any remedy in respect of any statement or representation by us