

CBCT

**TRADING
LTD**



The Officers' Mess Enterprise Centre

Licence Agreement

The Officers' Mess Enterprise Centre "The Centre"

LICENCE

THIS LICENCE made the (date)

BETWEEN:-

- (1) **CBCT TRADING LTD** a company having its registered office at The Officers' Mess, Caterham CR3 5QX ("the Licensor"), and
- (2) (Company) whose address is Suite, The Officers' Mess, Coldstream Road, Caterham Barracks, Caterham CR3 5QX, ("the Licensee")

1. Licence Agreement

- 1.1 In consideration of the payment of the charge in clause 3.1 ("the Fee") the Licensor permits the Licensee to use and occupy on a temporary basis only the premises known as suite F10 on the first floor of the Centre ("the Accommodation") and for identification purposes only shown edged red on the attached plan marked "A", including the fixtures, fittings and furniture detailed on the Inventory forming part of this Licence, and the right of access to the Accommodation and use of the utilities which are designed to serve the Accommodation for the purposes only as an office
- 1.2 The Licensor also permits the Licensee during the period of this Licence to use the services listed in the Licence Fee and Service Information Schedule forming part of this Licence ("the Included Services")

2. Duration

This Licence shall continue until the earliest of the following shall occur:-

- 2.1 the (date) and monthly thereafter
- 2.2 until determined by the Licensee or Licensor on giving the other party not less than four (4) weeks' notice in writing (which may be given at any time) or
- 2.3 the Licensor in circumstance of breach by the Licensee determines the Licence as provided in clause 4

3. Obligations by Licensee

The Licensee agrees and undertakes with the Licensor as follows:

- 3.1 to pay the Licensor the Fee of £.....inclusive of VAT per month for the Accommodation and the Included Services, monthly in advance by standing order from the Licensee's bank account. The first such payments to be made on the date of this Licence
- 3.2 to pay all other charges due under this Licence including any payment for any additional services (examples of which are listed in the Licence Fee and Service Information Schedule) or any supply made by the Licensor
- 3.3 to keep and maintain the interior of the Accommodation and each and every part of it including the items on the Inventory in a clean and tidy condition and in a state of good repair and free from any offensive or noisome matter or thing and if any act or event shall occur which causes the Accommodation to cease for any reason to be so kept and maintained to give notice forthwith of such act or event to the Licensor
- 3.4 not to cause or permit to be caused any annoyance, nuisance, damage or disturbance at or on the Accommodation or the Centre or to any adjoining or neighbouring property or use the Accommodation for any illegal or immoral purpose
- 3.5 to indemnify and keep the Licensor indemnified in all respects from and against all actions, proceedings, damages, losses, costs, expenses, claims, liabilities and demands of whatsoever nature caused by or arising from the use or occupation by the Licensee or the Licensee's servants, agents or invitees of the Accommodation and from and against any breach of the terms of this Licence

- 3.6 to observe the regulations made by the Licensor from time to time relating to the Centre, the current version of which has been supplied to the Licensee
- 3.7 not to do or permit to be done any act whereby an insurance policy maintained by the Licensor or a third party in relation to the Accommodation or the Centre or any part of it may become void or voidable or whereby the rate of premium of any such policy (whether or not it includes the Accommodation) may be increased
- 3.8 not to impede in any way the Licensor or its officers or agents in the exercise of the Licensor's rights of access to and possession and control of the Accommodation and every part of the Accommodation
- 3.9 on the determination of this Licence to vacate the Accommodation, leaving the same in good condition in accordance with the terms of this Licence and to return the keys to the Licensor and to indemnify the Licensor from and against failure to do so. For the purpose of this clause the Licensee irrevocably appoints the Licensor to be the Attorney and Agent of the Licensee (with full power of substitution and delegation) in the Licensee's name and on the Licensee's behalf and as the Licensee's actor to do anything and take any steps whatsoever required in order to procure compliance with this clause.
- 3.10 not to enter upon any adjoining part of the Centre at any time or for any purpose except where express written consent is given for such entry by the Licensor on every occasion with the exception of the kitchen and toilet areas and reception

4. Restrictions upon Licensee's rights

- 4.1 This Licence is personal to the Licensee and neither this Licence nor the Accommodation shall be capable of being assigned, shared or otherwise dealt with or disposed of
- 4.2 Without prejudice to any other right or remedy in this Licence the Licensor may terminate this Licence immediately by written notice to the Licensee in the following circumstances:
 - 4.2.1 the whole or part of the Fee or the charge for any additional services shall be unpaid for twenty-one (21) days after becoming payable; or
 - 4.2.2 the Licensee is in breach of any of the terms of this Licence and fails to rectify such breach (if capable of remedy) within thirty (30) days of the receipt of written notice from the Licensor requesting the Licensee to do so.
- 4.3 Upon vacating the Accommodation the Licensee shall not be entitled to any compensation or other payment relating to the user or occupation of the Accommodation or otherwise either under this Licence or prior to this Licence and this Licence is granted expressly upon and subject to this condition

5. Scope of this Licence

- 5.1 It is hereby agreed and declared that nothing contained in this Licence or otherwise agreed between the parties to it shall or is intended to create the relationship of landlord and tenant between the parties
- 5.2 The Licensee shall not have exclusive possession and occupation of the Accommodation and the Licensor or its officers or agents shall be at liberty at any time during the period of the Licence to enter and make use of the Accommodation
- 5.3 If requested to do so by the Licensor during the period of this Licence the Licensee will vacate the Accommodation within a reasonable time and the Licensor will endeavour to provide reasonably suitable alternative accommodation for the Licensee at the Centre in substitution for the Accommodation

6. Exclusion of warranty

The Licensor gives no warranty either express or implied that the Accommodation or the Centre is fit for the purpose specified in clause 1 or for any other purpose either as regards physical state, condition or suitability for the use referred to in clause 1

7. Service of Notices

Any notice requiring to be given to or served on the Licensor shall be duly or validly given or served If addressed to the Licensor and left or if sent by the Licensee or its duly authorised agent through the first class post by pre-paid letter addressed to the Licensor at the address shown at the

beginning of this Licence and any notice requiring to be given to the Licensee shall be well and sufficiently given if sent through the first class post by pre-paid letter addressed to the Licensee at The Officers' Mess, Coldstream Road, Caterham Barracks, Caterham CR3 5QX . Any demand or notice sent by post will be conclusively treated as having been made given or served forty-eight (48) hours after posting.

8. The Fee and other charges

- 8.1 The Licensor will charge the monthly Fee for the Accommodation and the initial amount is specified in clause 3.1
- 8.2 The Fee will be reviewed annually as a result of which the Licensor will have the right to revise the level of the Fee in accordance with the Licence Fee and Service Information Schedule
- 8.3 If the Licensee fails to pay the Fee or for any additional services supplied on the due date the Licensor may (without prejudice to its remedies) cancel this Licence and any other agreement which it may have with the Licensee and/or charge the Licensee interest (both before and after any judgment) on the amount unpaid at 3% per cent per year above the base rate of HSBC Bank plc for the time being in force and at its discretion charge an administration fee to cover the cost of recovering any sums not paid by the Licensor on the due date

9. Rights of third parties

Nothing in this Licence shall create any rights in third parties under the Contracts (Rights of Third Parties) Act 1999 No variation to this Licence and no supplemental or ancillary agreement to this Licence shall create any such rights unless expressly so stated in any such agreement by the parties to this Licence

SIGNED by

SIGNED by

duly authorised for and on behalf of the Licensor

duly authorised for and on behalf of the Licensee

Date of signing

Date of signing:

Inventory

Fitted carpet tiles
Window blinds
Light fittings
Alcatel 4038 IP Telephone

Licence Fee and Service Information Schedule

The Officers' Mess Enterprise Centre

Licence Fee Schedule

The first year Fee is set at £..... per annum inclusive of VAT. The net Fee (exclusive of VAT) increases by 2.5% per annum until year 3. Thereafter, increases will be by negotiation.

Prices may be subject to change under exceptional circumstances.

Included Services:

- Business rates
- Buildings insurance
- Site management charges
- Site maintenance charges
- Heating
- Lighting
- Electricity (unless usage is above normal)
- Water (unless usage is above normal)
- Cleaning of common areas
- Reception cover
- Use of common areas

Additional Services:

Other services used will be charged monthly in arrears at the current rate. The following list is not definitive but describes some of the additional services that are typically available through the Centre.

Telephone (with 0845 number and DDI)
Central Photocopying and printing

There is a charge of £0 to set up the Licence and prepare the Accommodation. A charge of £38 is levied to check each computer before it is allowed on our system. Additional virus security is available through HCS our computer consultants.

Set up charges for Direct Dial In (DDI) telephone numbers, extensions and all other services will be charged by the telecoms supply company on the first monthly services invoices at the prevailing rate.

In order to provide occupiers of the Centre with reliable services, from time to time it may be necessary to withdraw a service for essential maintenance, repair or modernisation. The Licensor will organise such works to minimise the potential disruption to the Licensee's business, and you will be given the Licensor will give the Licensee as much notice as reasonably possible that a service may be temporarily unavailable. Please note therefore that whilst every effort is made to provide the specified services and the Licensor will use all reasonable endeavours to ensure continuity of service, we the Licensor cannot guarantee to provide all services at all times.