



Business property licence to occupy part of a building

Dated:

The Licensor: PBS Ltd

The Licensee:

Business property licence to occupy part of a building

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Date

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Business property licence to occupy part of a building

This Licence is dated and is made between:

PBS Ltd of 7-9 North Parade Buildings
(‘the Licensor’ ,‘we’, ‘our’, ‘ourselves’, ‘us’)

And

Company No.

(‘the Licensee’, ‘you’, ‘your’, ‘yours’ or ‘yourselves’)

Background

The Licensor owns business premises at 7-9 North Parade Buildings, Bath, BA1 1NS, which we want to license for occupation and use in units.

The Licensee wishes to take a licence to occupy one ---- workstation unit in the premises as a licensee.

This Licence is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing act 1988 or to any other statutory security of tenure, including as a business tenancy, under the Landlord and Tenant Act 1954 now or when this Licence ends.

It is now agreed as follows:

1. Licence to occupy

- 1.1 The Licensor permits the Licensee to occupy those units as listed in Appendix 1.
- 1.2 Occupation is for the Licensee’s business use only.
- 1.3 The Licensee may use the Licensor’s furniture and telephone handsets of which an inventory is attached.
- 1.4 The licence is for a period of months commencing on and

ending

- 1.5 The Licensor makes no representation or warranty as to the existence of any necessary statutory approval, including planning approval, in respect of the Property.
- 1.6 The Licensor provides access to an ADSL Internet connection subject to a reasonable use policy. The Licensor provides no guarantee regarding the Internet connection or speeds, and accepts no liability for any losses or damages arising from the service level provided.
- 1.7 months notice period required to be given by you the Licensee.

2. Payment

The Licensee shall pay to the Licensor:

- 2.1 a licence fee of £.... per month in advance on in respect of the occupation of the Property; and
- 2.2 a deposit of £.... before taking occupation. The Licensor must return this amount on vacation of the Property by the Licensee at the determination of this Licence, subject to deduction of a reasonable amount to compensate the Licensor for any damages or losses occurring through breach of this Licence (reasonable wear and tear excepted).

3. Keys & Alarm

- 3.1 The Licensor will issue to the Licensee only one set of keys to the Property, and if the Licensee loses the keys he must replace them at his own cost.
- 3.2 Access is allowed 24hrs, 7 days a week. It is the responsibility of the Licensee to ensure the building is secured and alarmed when leaving the building outside of normal working hours (9-5:30 Mon – Fri). Failure to secure and alarm the building may result in access being restricted to normal working hours.
- 3.3 To ensure no one is locked into the building, and to comply with Fire Regulations, it is the responsibility of the Licensee to ensure that all employees and visitors sign in and out when entering or leaving the building. It is also the Licensee's responsibility to ensure that the office occupied sign board is used when the first and last person enters/leaves the building.
- 3.4 False alarm calls and resets will be charged at £75 per call out. After 3

false alarms, the Licensor reserves the right to disable the alarm fob, and entry will be restricted to normal working hours. Responsibility for the false alarm will be determined with reference to the last person to set the alarm by fob, and the information in the sign in/out log. If the log is inaccurate, and the alarm is set while someone is still in the building, the charge will be levied on the party who failed to maintain accurate log records. If the log shows someone remains in the building, the charge will be levied on the last party to set the alarm.

4. State and condition

- 4.1 The Licensee must keep the interior of the Property in good and clean condition and keep the furniture and furnishings and fixtures and fittings in good order and condition.
- 4.2 The Licensee must not remove any furniture or furnishings from the rooms they occupy in the Property.
- 4.3 The Licensee must carry out any redecorations and repairs and make good any damage to decorations or furniture and furnishings and fixtures and fittings, or replace with articles of a similar kind and value any items broken or damaged by the Licensee as reasonably requested by the Licensor.

5. Safety regulations

- 5.1 The Licensor confirms that the furniture and furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 5.2 The Licensor confirms that the electrical appliances and equipment provided by the Licensor are safe and will not cause danger and that all electrical appliances and equipment manufactured after 19 January 1997 are marked with the appropriate CE symbol.
- 5.3 The Licensor confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and a safety certificate is available for inspection by the Licensee.

6. Rubbish

The Licensee must ensure that the Property is emptied of rubbish daily and that all rubbish is disposed of and placed in the rubbish bin supplied for that purpose.

7. Licensee's obligations

The Licensee must not:

- 7.1 without the landlord's written consent, keep any dogs, cats or other pets in the Property;
- 7.2 do or permit any act that would make any insurance policy on the Property void or voidable or increase the premium;
- 7.3 do anything that may reasonably be considered to cause a nuisance or annoyance to the Licensor or to any other occupier of adjoining or neighbouring premises;
- 7.4 allow any other person to reside in / use as business premises the Property without the Licensor's prior written Licence.
- 7.5 display notices or advertisements in the windows of the Property or on the outside of the building unless the Landlord consents
- 7.6 Smoking is prohibited within the building all times. A designated ashtray is available on the exterior of the building for those that smoke.

The Licensee must:

- 7.5 ensure that at the end of this licence the Property is cleared of the Licensee's effects and left in the state and condition required by the provisions of this Licence;
- 7.6 allow the Licensor to have access to the Property in order to inspect it and to carry out repairs to the structure, roof, exterior and services at all reasonable times or, in the event of emergency at any time without notice, causing as little inconvenience to the Licensee as reasonably practicable and making good any damage caused to the Property and

the Licensee's property.

8 Early termination

This licence may be ended:

- 8.1 by the Licensor without notice if the licence fee is not paid on the day when it becomes due or if the Licensee is in breach of any of the terms of this Licence; and
- 8.2 if the Licensee becomes bankrupt or becomes subject to an administration order or entry or enforcement of a judgment.

9 Notices and service

- 9.1 Any notice or other information required or authorised by this Licence to be given by either party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address last provided for that type of communication.
- 9.2 Any notice or other information given by post shall be deemed to have been given on the second day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, or that it has not been so returned to the sender, shall be sufficient evidence that it has been duly given.
- 9.3 Any notice or other information sent by electronic means, shall be deemed to have been duly sent on the date of transmission.
- 9.4 Service of any legal proceedings concerning or arising out of this Licence shall be effected by causing the same to be delivered to the party to be served at his main place of business or his registered office, or to such other address as may from time to time be notified in writing by the party concerned.

10 Data protection

Any information you provide to us pursuant to these Terms and Conditions, or the contract between us, you agree may be processed in accordance with our privacy policy.

11 Waiver

If we fail, at any time during the term of our contract, to insist upon strict performance of any of your obligations under the contract or any of these Terms and Conditions, or if we fail to exercise any of the rights to which we are entitled under our contract or any of these Terms and Conditions, this shall not constitute a waiver of our rights or remedies and shall not relieve you from compliance with your obligations. A waiver by us of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

12 Severability

If any term in this Licence is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

13 Assignment and third party rights

You are not entitled to assign, charge, sub-contract or transfer our contract or any part of it without our prior written consent. We may assign, charge, sub-contract or transfer the contract or any part of it to any person. Any person who is not a party to our contract shall not have any right to enforce any term of the contract which expressly or by implication confers a benefit on that person without our prior written Licence. Any term of our contract can be varied and our contract can be cancelled or terminated without the consent of any third party who might benefit from the terms or have enforceable rights under our contract.

14 Entire understanding

This Licence contains the entire Licence between the parties and supersedes all previous Licences and understandings between the parties. Each party acknowledges that, in entering into this Licence, he does not rely on any representation, warranty or other term not forming part of this Licence. These Terms and Conditions and any document expressly referred to in them represent the entire Licence between us and supersede any prior Licence, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into our contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or

written in negotiations between us prior to entering into our contract except as expressly stated in these Terms and Conditions.

15 Dispute resolution

15.1 In the event of a dispute arising out of or in connection with this Licence, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

15.2 Subject to paragraph 15(1), if any difference shall arise between any of the parties touching the meaning of this Licence or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

16 Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales.

Signed On Behalf of Portico Business Services Ltd:

Name:

Signature:.....

Signed On Behalf of.....:

Name:

Signature:.....