

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 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 us the deposit in cleared funds 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 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. Typically a direct debit failure will be charged at £25 and any other follow up or chasing up at an hourly rate.
- 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 HSBC 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 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.

- 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 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 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.
- 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.
- Provide within the unit approved fire extinguishers that are maintained regularly preferably by a BAFE or LPCB approved company.
- 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 service yards and not 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 the unit. You will be charged the full replacement cost for any damaged or missing telephones or pieces of telecoms equipment. All payment must be made via direct debit direct. The licence is not transferable.

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

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 there in.