

TERMS & CONDITIONS - FIXED TERM 'INTRODUCTORY RATE' CONTRACT

These Terms and Conditions incorporate the Particulars attached hereto and the definitions set out therein IT IS HEREBY AGREED that in consideration of the Licensee paying to the Licensor the Licence Fee at the times herein stated the Licensee shall be permitted to use the unit stated in the Particulars, (or such other unit as the Licensor shall allocate to the Licensee in accordance with clause 19 hereof) (hereinafter called "the Unit") in the Building subject to the following terms and conditions:

1. The licence will commence on the Start Date and will expire on the End Date as provided herein.
2. The Licensee shall pay the Licence Fee to the Licensor (plus any VAT chargeable on it) payable in advance on the first day of each month by way of Direct Debit. The first payment to be made on the date hereof as provided in the Particulars and the payment collected on the first day of next month shall be adjusted accordingly to cover the period in that month not covered by the first payment. In the event of the Licensee paying by a method other than Direct Debit or amounts due remaining unpaid by the 18th of the month or cheques or Direct Debits being dishonoured, the Licensee will pay a reasonable administration fee of not less than £15.00 +VAT.
3. The Licensee has on the signing of this Licence paid to the Licensor the Deposit referred to in the One Off Fee being the sum of 1 times the monthly Licence Fee (to be increased in accordance with Licence Fee increases) to be held by the Licensor during the continuance of the Licence which sum shall be returnable on the termination of the Licence after any deduction for damage to the Unit or the Building or arrears of Licence Fee or any other sums payable under the terms hereof or any other valid claim of the Licensor against the Licensee.
4. The Licensor shall pay all general and water rates which shall be assessed on the Unit and the Licensee agrees to the Licensor handling all valuations and other matters relating to the payment of rates on the Unit and undertakes to pass to the Licensor all communications received relating thereto. Where applicable the licensee will complete and sign such forms related to business rates as may be required by the licensor or its agents.
5. The Licensee shall pay for any charges arising from the use of the Unit and also all charges (and any VAT chargeable thereon) for the use of any facilities provided by the Licensor to the Licensee in accordance with the House Rules (as hereinafter defined) any such charges to be paid by Direct Debit if so required by the Licensor.
6. The Licensee shall use the Unit solely for the purposes of an office. The Licensee cannot use the Building for a Virtual Office address or as a Registered Office, unless authorised in writing.
7. The Licensee (or an authorised representative) shall be personally present in the Unit at least three full working days in each week and shall accept full responsibility for any of the Licensee's visitors business associates or employees in respect of the use of the Unit and the general facilities of the Building.
8. The Licensee shall at all times keep the Unit and areas and common facilities adjoining the Unit in a clean and tidy condition and free from any fire or health hazard and as often as occasion shall require cause all waste and refuse at the Unit to be removed and neatly deposited in the refuse collection area designated by the Licensor.
9. The Licensee shall not make any alterations or additions to the Unit and shall not overload the floor of or the services supplied to the Unit nor introduce any heavy article or equipment into the Unit without the prior written consent of the Licensor.
10. The Licensee shall not use the Unit in such a way whereby any insurance effected in respect of the Unit or the Building might be vitiated or prejudiced.
11. The Licensee shall at the Licensee's expense conform to all statutory and other regulations pertaining to the permitted use of the Unit.
12. The Licensee shall be bound by and perform all the conditions rules and regulations prescribed from time to time by the Licensor for the management and control of the Building (herein called "the House Rules") a copy of the current House Rules having prior hereto been supplied to the Licensee as is hereby acknowledged.
13. The Licensee shall indemnify and keep the Licensor indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use or occupation by the Licensee or the Licensee's employees agents or invitees of the Unit or from the use of any part of the Building.
14. The Licensor hereby agrees to provide maintenance, insurance and administration of the Building, lighting and cleaning of common areas and lavatories, refuse disposal running of the lifts and such other services as at the Licensor's discretion are required for the economic orderly and convenient management of the Building but the Licensor shall not be liable to the Licensee and there shall be no claim against the Licensor for any interruption occasioned to any services to be provided by reason of any temporary repair renewal or maintenance works or any breakdown or any other circumstances outside the Licensor's control.
15. Nothing in this Licence shall impose any liability on the Licensor in respect of the business of the Licensee or any property of the Licensee or any loss or damage suffered by the Licensee and (for the avoidance of doubt) it is confirmed that any insurance thereof shall be the sole responsibility of the Licensee.
16. The Licensee will keep the Unit in the state of repair condition and decoration that it was in at the date hereof (fair wear and tear excepted) and on the termination of this Licence for whatsoever reason the Licensee shall vacate the Unit and leave the same in good clean and tidy condition making good however to the satisfaction of the Licensor any damage wilfully or negligently caused by the Licensee during the period of this Licence or upon vacation of the Unit.
17. If, after the Licensee has vacated the Unit, any property of the Licensee remains in the Building it will be removed within seven days after the date of vacation. The Licensor may as agent of the Licensee sell such property and hold the proceeds of sale after deducting the costs and expense of removal, storage and sale reasonably and properly incurred by the Licensor to the order of the Licensee provided that the Licensee indemnifies the Licensor against any liability incurred by it to any third party whose property shall have been sold by the Licensor in bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Licensee.
18. The Licensor reserves the right at any time to allocate for use by the Licensee an alternative Unit within the Building but shall give the Licensee not less than two weeks' notice of its intention to do so specifying the location of the alternative Unit and the Licensee shall have the option of terminating this Licence at the expiration of the said Licensor's notice by giving to the Licensor notice to determine within 10 days of the date of the Licensor's notice. In the event of such termination the Licence Fee will be duly apportioned.

19. The Licensor may by notice to the Licensee terminate this Licence forthwith in the event of any contravention by the Licensee of any terms of this Licence.
20. The benefit of this Licence is personal to the Licensee only and cannot in any circumstances be transferred in whole or part to or shared with any other party.
21. In this Licence, the obligations of the Licensee if more than one person are joint and several, words implying one gender include other genders and the singular includes the plural and vice versa.
22. Any notice required to be given to or served on the Licensee by the Licensor, pursuant to the terms of this Licence shall be deemed to have been so given or served if sent by Signed for Post to the Licensee at the Unit and/or the Licensee's address given in the Particulars and/or if left addressed to the Licensee at the Unit and/or by way of email. Any notice required to be given to or served on the Licensor by the Licensee pursuant to the terms of this Licence shall be served if left addressed to the Licensor at the management office of the Building or in the event that there is no management office sent to the Licensor's Registered Office by Signed for Post.
23. The Licensee agrees that during the period of the licence and for a further period of six months thereafter the Licensee or a company with whom the Licensee works shall not employ any person who has been in the employment of the Licensor at any time during the licence agreement period provided that, if any such employment or offer of employment is agreed or made or accepted, the Licensee shall pay to the Licensor a fee equivalent to 15 per cent of such employee's current salary.
24. The Licensee shall use the Licensor's telephone network, where installed and shall not be permitted to use any indirect carrier.
25. The Licensee agrees that if the Licensor sells, transfers or otherwise disposes of the Building (or that part thereof which includes the Unit) to a third party, the Licensor may assign to such third party the benefit of this Licence and of any deed or agreement relating to the Deposit and pay over the Deposit to such third party and provided that the Licensor obtains from such third party an undertaking that it will comply with the obligations of the Licensor to the Licensee under this Licence and any such deed or agreement as though a party hereto then the Licensee will release the Licensor from all such obligations as from the date of such undertaking.
26. IT IS HEREBY AGREED AND DECLARED that the Particulars and Terms and Conditions of this Licence are the complete terms agreed between the Licensor and the Licensee and it is further agreed that this Licence is not intended to confer any tenancy or right of exclusive possession upon the Licensee.