

LICENCE AGREEMENT

This licence agreement is between:

TAMWORTH BOROUGH COUNCIL

and

???

Licence to Use & Occupy Accommodation and Parking for ? number of cars within the designated building car parking area at

**TAMWORTH ENTERPRISE CENTRE
PHILIP DIX HOUSE
TAMWORTH**

Licence commences: 1 April 2017

The Purpose of the Tamworth Enterprise Centre

To promote the creation and development of business enterprise and job creation within Tamworth, the Borough Council has provided accommodation, car parking and office services at the Tamworth Business Enterprise Centre. Businesses located at the Centre will be encouraged and supported to grow to the best of their efforts and to establish themselves to the point where their growth allows them to move to larger premises. Consequently, it is Council policy to limit occupation to two offices per Licensee unless specifically agreed to the contrary by the Council. The Borough Council is prepared to offer the accommodation on the following terms and conditions. If you are willing to accept occupancy on such terms, then please sign and return two copies of this Licence.

Licence for occupation of a Room

THIS AGREEMENT is made on _____ BETWEEN:

- (1) Tamworth Borough Council of Marmion House, Lichfield Street, Tamworth, Staffordshire, B79 7BZ ('the Licensor')
- (2) ????? ('the Licensee')

NOW IT IS AGREED as follows:

1 Interpretation

INTERPRETATION TABLE	
Word/Phrase	Definition
Accommodation	the office(s) shown in the approximate position edged red on the attached plan and situated within the Building
Building	the building shown edged blue on the plan annexed hereto known as the Tamworth Enterprise Centre, Philip Dix House, Corporation Street, Tamworth
Car Parking	the area shown edged green on the plan annexed available for parking the number of cars specified in this Licence.
Common Parts	Business lounge, toilets, kitchens, reception, break-out areas, seating areas, entrances and exits
Licence Fee	the fee payable by the Licensee in accordance with Clause 4 to include all costs relating to business rates, utilities and broadband provision,
Additional Services Fee	the fee payable by the Licensee for the use of any office services
Commencement Date	1st Day of April 2017
Parties	the Licensor and the Licensee

2 Nature of this agreement

This agreement is not intended to confer exclusive possession on the Licensee nor to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to any tenancy, or to any other statutory security of tenure now or upon the determination of the Licence.

3 Licence for occupation

During the Licence Period, the Licensor shall permit the Licensee to have and enjoy (without interference or interruption by the Licensor) the following rights:

- 3.1 the right to use the Accommodation
- 3.2 the right to use the Common Parts of the Building
- 3.3 the right to park ? number of cars in the Building's car parking area

4 Licence Fee

The Licensee shall pay to the Licensor a licence fee of £??? a month payable in advance on 1st day of April 2017 and the first day of each successive month in respect of the occupation of the Building. The Licence Fee will increase by 10% two years after the Commencement Date and will increase annually thereafter at the discretion of the Licensor.

5 Payment for Additional Services

The Licensee shall pay to the Licensor an Additional Services Fee on the first day of each successive month in respect of the occupation of the Building for the use of any additional services provided by the Enterprise Centre at the rates specified in the Additional Services Schedule.

6 Licensee to provide employment and economic information

In order to satisfy the grant conditions related to the public funding of the Tamworth Enterprise Centre the Licensee must provide the Licensor with details of the number of employees and the number of businesses operating from the Licensee's accommodation.

7 Licensee's obligations

The Licensee:

- 7.1 Must not do or permit any act that would make the Licensor's insurance policy void or voidable or increase the premium.
- 7.2 Must not use the Accommodation for any activity which is dangerous, offensive, noisy, illegal or immoral or which is or may become a nuisance or annoyance to the Licensor or to other occupants of the Building or other neighbouring properties.
- 7.3 Must ensure that at the end of this licence the Accommodation is cleared of the Licensee's effects and left in good repair and clean condition in accordance with the provisions of this agreement.
- 7.4 Must allow the Licensor (or anyone else permitted by the Licensor) to have access to the Accommodation in order to inspect them and to carry out any other function that the Licensor may require at all reasonable times by prior appointment, but shall allow immediate access in the event of emergency.
- 7.5 Must take out insurance necessary for the Licensee's business. To insure to the Council's satisfaction the Licensee's own property and business risk (including obligations as Licensee of the

Unit) together with full public liability cover. If required the Licensee shall permit the Council to inspect insurance policies and produce evidence of payment of the premium

7.6 Must not make any alterations or additions (structural or otherwise) to any part of the Building.

7.7 Must comply with all statutory requirements in relation to the Building and the Licensee's business.

7.8 Must comply with all regulations the Licensor makes in relation to the management and administration of the Building and Car Parking.

7.9 Shall not store any dangerous, hazardous or inflammable materials or chemicals.

7.10 Shall not install any electrical equipment or heating apparatus without the Licensor's prior written approval, such approval not to be unreasonably withheld.

7.11 Shall not assign, sublet, share or part with possession or occupation of the Building or any part of the Building

7.12 Shall not fix any sign on the premises or any part of the Building without the Licensor's prior written approval, such approval not to be unreasonably withheld.

7.13 Must learn the fire exits and escape routes and other fire safety instructions issued both in the Licensee's Accommodation and at the main reception area within the Building and must follow instructions given by the Licensor for the safety and wellbeing of all occupants of the Building.

7.14 Must pay all reasonable costs and expenses which the Licensor directly incurs in taking action against the Licensee in consequence of the Licensee being in breach of this agreement.

7.15 Shall upon leaving the Building make good any damage to the Building caused by the removal of any of the Licensee's fittings and hand back the Accommodation to the Licensor in a clean, tidy and well decorated condition.

7.16 Shall upon vacating the Building replace any items broken by the Licensee. If the Licensee leaves any items or property in the premises after vacating, the Licensor shall inform the Licensee without reasonable delay

7.17 Where the Licensee is not a single named individual, nominate in writing a person who will be responsible for managing the Accommodation for the Licensee and who will accept responsibility for the Licensee's obligations under this Licence. This will not release the Licensee from any of its obligations under this Licence.

7.18 Will observe all regulations that may be issued from time to time by the Licensor concerning the parking of motor vehicles on the Premises.

7.19 Must not use the Broadband or WI Fi provided by the Licensor for any illegal activity or in any way that will damage the reputation of the Licensor.

7.20 The Licensee and the Licensee's employees and visitors will comply with the Building's No Smoking policy. This policy applies to the building and the immediate surroundings of the building.

7.21 Must ensure that the Accommodation is emptied of refuse at least once every week and that all refuse is disposed of and placed in the receptacles supplied for that purpose. If there is a need for special waste disposal the Licensee must make arrangements for this to be done.

7.22 Will clean the internal windows of the accommodation at least once a month.

7.23 Agrees not to occupy more than two of the offices available at the Enterprise Centre unless by specific agreement with the Licensor.

8 Licensor's obligations

8.1 The Licensor will not interfere with the Licensee's right to remain in the premises unless:

8.1.1 There is a breach of one of the Licensee's obligations.

8.1.2 Possession is required to carry out redevelopment or major rehabilitation.

8.2 The Licensor shall make reasonable arrangements for entering the Accommodation to carry out repairs or other works ordered.

8.3 The Licensor shall be responsible for providing the following services, the cost of which is included in the Licence Fee (please note the Licence Fee does not include the costs of the Licensee's telephone and associated costs):

8.3.1 Maintaining the structure and exterior parts of the Building in good functional repair.

8.3.2 Providing during normal business hours:

- I. Lighting and heating to the Accommodation and all Communal Parts of the Building.
- II. Toilet and wash facilities to the Building.
- III. Any other additional services (at the Licensor's discretion) which are reasonably necessary in the Licensor's opinion for the better management and administration of the Building.

8.3.3 Cleaning and decorating the exterior and communal areas of the Building.

8.3.4 providing car parking permits to the Licensee for the use of ? car parking spaces within the designated Car Parking Area. All car parking permits are to be returned to the Licensor on termination of the Licence.

8.3.5 Taking such precautions against theft and damage in respect of the Building as the Licensor thinks necessary (excluding the Accommodation which is the Licensee's responsibility)

8.3.6 Ensuring that the Building is fully insured at all times.

8.3.7 Ensuring that the Building is fit for purpose.

8.4 The Licensor shall indemnify the Licensee and keep the Licensee indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way

arising from the Licensor's direct or indirect neglect, failure to repair or failure to comply with fire, health or safety or other regulations.

9 Limit on Licensor's liabilities

The parties hereby agree to the extent permitted by the Unfair Contract Terms Act 1977 that the Licensee will indemnify the Licensor against:-

(1) any death or personal injury to any person, or any loss of or damage to any property of the Licensor, the Licensee or any other person (including the consequences of any failure or inadequacy in the supply of lighting power heating or plumbing installations to the Unit or other part of the Premises).

(2) any damage to the Licensee's goods or any disruption of the Licensee's business as a result of any fire or water damage or any other cause.

(3) any failure of broadband services and any loss incurred by the Licensee as a result of the failure of these services.

(4) any consequential or other loss which may be incurred by the Licensor, the Licensee or any other person

and (excepting liability for death or personal injury resulting from any negligence of the Council) that the Council shall have no liability to the Licensee for any of these matters.

10 Determination of the licence

This licence may be ended:

10.1.1 By the Licensor with one week's notice if the Licence Fee and Additional Services Fee is not paid within one week of the Licence Fee and Service Fee becoming due or if the Licensee is in breach of any of the terms of this agreement.

10.1.2 By the Licensor without notice if the Licensee becomes bankrupt, has an administration order made against it or has a judgement enforced or entered against it.

10.1.3 By the Licensor giving two months' notice in writing to the Licensee to expire at any time.

10.1.4 By the Licensee giving one month's notice in writing to the Licensor to expire at any time.

11 Refunds

At the end of the licence the Licensor must repay to the Licensee any part of the Licence Fee already paid that relates to a period after the licence has ended. The Licensor reserves the right to deduct costs arising from any damages from any outstanding sum.

I have read and understood the above offer and agree to abide by the conditions of the licence stated in this document.

Signed _____ (Licensee)

In the presence of:

Name.....

Block Capitals.....

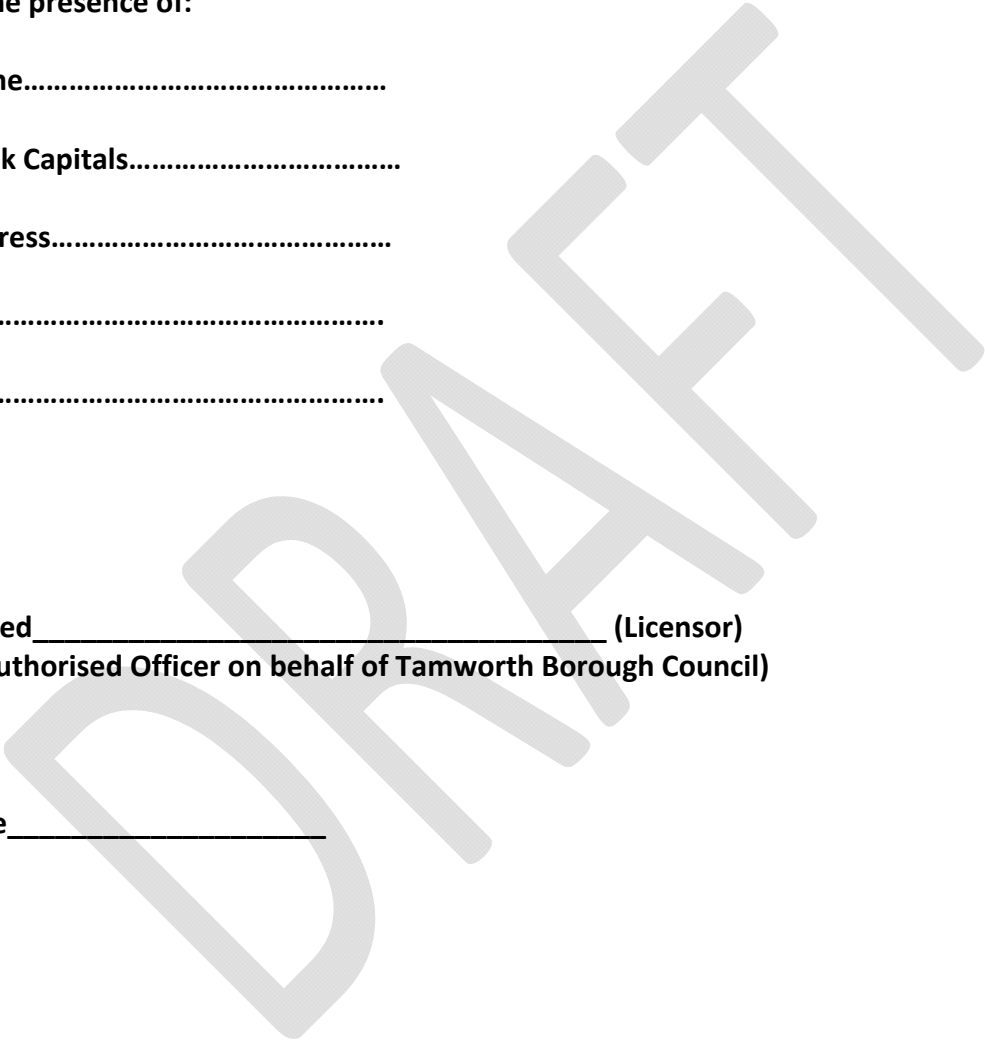
Address.....

.....

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Signed _____ (Licensor)
(Authorised Officer on behalf of Tamworth Borough Council)

Date _____



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