



James Young House

LICENCE AGREEMENT

DATE:	TBA ???? TBA
OPERATOR:	FACILITIES ENGINEERING AND DESIGN SOLUTIONS LIMITED Owners Ian and Lynsey Findlay
CUSTOMER:	TBA
DESIGNATED SPACE:	ROOM ?? which is shown edged red on the attached plan together with the right to use the communal kitchen and WCs on the same floor. Other rooms may be used as required at operators consent.
BUILDING:	JAMES YOUNG HOUSE
AGREEMENT PERIOD:	2 Years from above date licence
FEE:	TBA per month payable on receipt of invoice. Vat charged as applicable.
DEPOSIT:	TBA
OPERATOR'S SIGNATURE:	Signature: _____ Name (print): Ian Findlay Director
CUSTOMER'S SIGNATURE:	Signature: _____ Name (print): _____ Owner

OPERATOR'S OBLIGATIONS

1. To permit the Customer to share with the Operator the use of the Designated Space or such other suite(s) or room(s) as the Operator may from time to time direct 24 hours a day, 365 days of the year until the earlier of the expiry of the Agreement Period or other determination in accordance with this Agreement.
2. To permit the Customer to use the Designated Space as offices and storage to use the Operator's fixtures and fittings in the Designated Space.
3. The Operator shall during the Agreement Period at all times provide:
 - Heating between 6.00am and 6.00pm Monday to Friday.
 - Lighting and power in good order.
 - Kitchen and toilet facilities for common use.
 - Free car-parking.
 - Fire alarm in good order.
 - Fire extinguishers in good order.
 - Security system in good order.
 - Door entry system in good order.
 - Use of meeting room.
 - Water for normal office use.
 - Landscaping.
 - Buildings insurance (not customer contents).
 - Telecom connection point (not telecom services).
 - Waste uplift for normal office use.
 - Carpets clean in good order (unless damage by customer)
 - Walls, ceilings and wood work in good order (unless damage by customer)

Note

The operator will provide rooms in good order at the onset of the agreement; thereafter the customer will be responsible for upkeep of their assigned room unless otherwise agreed in writing with the operator.

CUSTOMER'S OBLIGATIONS

4. The Customer shall:
 - a. Keep the Designated Space tidy and use the Designated Space (or such other suite(s) or room(s) as may be directed by the Operator) and all its furniture and equipment in a reasonable manner and so as not to cause damage to the same.
 - b. Pay to the Operator all charges in respect of all telephone calls made by the Customer and all other extra services provided either by the Operator or (where the Operator is initially responsible for the cost) by any other person at the Customer's request including (without limitation) photocopying, refreshments, storage and secretarial services (together with any VAT that may properly be payable).
 - c. Pay to the Operator on written demand any additional payment reasonably required by the Operator to reflect increased energy costs in respect of the Designated Space or Building.
 - d. Comply with all current legislation applicable to the customer's use and occupation of the Designated Space and produce a fire risk assessment within three months of occupation.
 - e. Observe and perform all the rules and regulations from time to time made by the Operator for the management of the Designated Space and the Building and notified in writing to the Customer.
 - f. Conduct its business from the Designated Space in a way that does not interfere with the Operator or with other customers or occupiers of the Building. Any act or omission on the part of any employee or member of staff of the Customer shall be deemed to be the act or omission of the Customer.
 - g. Vacate the Designated Space on the expiry or determination of this Agreement and during the Agreement Period afford access at all times and for all purposes to the Operator.
 - h. Indemnify the Operator from and against all costs, losses claims and demands arising out of any breach by the Customer of any of the terms of this Agreement.
 - i. On vacating the office space, will redecorate the rooms or agree with the operator to have cost for redecoration deducted from the deposit, this will include replacement of carpets or other floor coverings with equally approved.
 - j. Will remove all furniture and fittings owned by the customer and depose at no cost to the operator, any furniture and fittings to remain will require agreement in writing with the operator.
 - k. Repair or replace any damaged furniture provided by the operator to the customer for their use while using the facilities to the satisfaction of the operator and at the customer's expense.
 - l. The customer may with permission in writing from the operator site a suitable bin for business waste in a position agreed in writing with the operator.
 - m. Set the alarm system and secure the office when leaving at the end of working day or weekends having made reasonable attempt to ensure no other persons are in the office.

- n. Lock the main gate and when leaving at the end of the working day or weekends having made reasonable attempt to ensure no other persons are in the carpark.
5. The Customer shall not:
- a. Impede or interfere with the Operator's right of possession and control of the Designated Space and the Building, obstruct the stairs, passages or other common parts of the Building, bring in or take out of the Building [between the hours of 9am and 6pm] any items of a bulky nature or at any time overload the floors.
 - b. Use or permit any other person to use the Designated Space or the Building as its registered office without the express written consent of the Operator, and on receipt of written notice from the Operator to ensure that any person who is using the Designated Space or Building as its registered office ceases to do so.
 - c. Bring any office furniture into the Designated Space nor install or connect to any utility or telecommunications service in the Designated Space save as may be permitted in writing by the Operator.
 - d. Alter the Designated Space or carry out any works in or to the Designated Space or move any fire extinguishers unless they are required in an emergency.
 - e. Interfere with the conduct of the Operator's business or in any way seek to entice away or make any offer of employment to any employee or member of staff of the Operator. If the customer contravenes this provision then the Operator will be entitled to compensation equal to the total annual remuneration of the employee(s) in question.
 - f. Allow any other person, company or body (other than the Customer's own staff and employees) to use or occupy the Designated Space.
 - g. Allow any employee or member of staff to work at any time outside of normal business hours without being fully aware of the building fire alarms and escape routes.
 - h. Cause any nuisance or inconvenience to the Operator or to other customers or occupiers of the Building or do anything that may bring the Building into disrepute or that may affect the credit rating of the Operator or of any other customer or occupier of the Building.
 - i. Affix or display anything on the windows or doorways without consent in writing from the Operator.
 - j. The customer must not store / leave / dispose of any business waste within the waste skips / bins provided for recyclable office waste only.
 - k. disclose the alarm code or main gate code to others who have no connection with the customers' business and present a security risk.
 - l. Store any goods in communal areas for extended periods over a few days without approval from the operator.
6. The Customer agrees that nothing in this Agreement shall create the relationship of landlord and tenant or confer on the Customer any estate or right outside neither the terms of this Agreement nor any security of tenure. This Agreement is personal to the Customer and is not capable of assignment.
7. The Operator strongly advises the Customer to insure against all potential losses, damages, claims, expense or liabilities which might arise out of (but not limited to): its own property brought into the Designated Space or elsewhere into the building of which the Designated Space forms part; its own liability to its employees and third parties; business interruption; and any other matter under this Agreement where the Operator excludes liability.

LIMIT OF LIABILITY

- 8.
- a. The Customer agrees that:
- i) the Operator is not liable for any loss as a result of its failure to provide a service as a result of mechanical breakdown, strike, maintenance, repair or a shortage of fuel, water, materials or labour unless the Operator's failure to provide is deliberate or negligent;
 - ii) the Operator will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, the Customer's agreement and/or the Customer's use of the services except to the extent that such loss, damage, expense or claim is directly attributable to the Operator's deliberate act or the Operator's negligence (the "**Operator's liability**");
 - iii) the Operator is not liable for any failure until the Customer has told the Operator about it and given the Operator a reasonable time to put right; and
 - iv) The Operator's liability will be subject to the limits set out in paragraph c. below.
- b. The Operator will not in any circumstances have any liability for:
- i) loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims, in each case

- ii) whether direct or consequential; or
 - ii) Any consequential loss.
- c. The Operator will be liable:
- i) without limit for personal injury or death or fraudulent misrepresentation;
 - ii) up to a maximum of [£1 million] (for any one event or series of connected events) for damage to personal property;
 - iii) Up to a maximum equal to [125%] of the total fees paid under the Customer's agreement up to the date on which the claim in question arises or [£50,000] (whichever is the higher), in respect of all other losses, damages expenses or claims.

DETERMINATION

9. This Agreement may be determined:
- a. On not less than two months' notice in writing given by the Operator to the Customer or by the Customer to the Operator.
 - b. Immediately on notice in writing from the Operator to the Customer in the event that the Building and / or Designated Space becomes unusable due to fire, explosion or any other cause, and any advance payment of Agreement Fee made by the Customer prior to such notice in respect of a period after that date shall be repaid by the Operator to the Customer.
 - c. On one week's notice in writing from the Operator to the Customer in the event of the Customer committing a breach of his obligations in this Agreement.
 - d. Immediately by the Operator in the event that the Customer suffers an event of insolvency including receivership, administration, bankruptcy or liquidation.
10. In the event that the Customer vacates the Designated Space prior to the expiry of this Agreement, the Operator reserves the right to refurbish and remarket the Designated Space so that it may immediately be re-let on the expiry of this Agreement.

NOTICE

11. Any notice by the Operator to the Customer shall be deemed sufficiently served if left within the Designated Space.

DEPOSIT

12. The Deposit will be held during the Agreement Period by the Operator in an interest bearing account as security for payment of the Agreement Fee and any other sums payable pursuant to this Agreement or on breach of any of its provisions whether during or at the end of the Agreement Period. In the event that the Operator withdraws money from the Deposit the Customer must pay to the Operator the sum required to restore the Deposit to its original level. The Operator will as soon as reasonably practicable after the end of the Agreement Period return the Deposit or (as the case may be) the balance of the Deposit to the Customer after deducting sums then due under or arising from any breach of this Agreement.

TIME LIMITS

13. In every case in this licence where we have set a period of time for giving notice, the notice must be given within that time limit; otherwise it will not be valid.

EXCLUSIVE USE

14. This licence does not grant you the exclusive right to carry on the activity you are licenced for within the estate.

JOINT AND SEVERAL LIABILITY

15. If more than one person has responsibilities under this licence, those responsibilities will apply to them both jointly and individually, unless it says otherwise. This is known as 'joint and several liability'.

RELATIONSHIP

16. This licence does not, and is not meant to, create or grant to you any interest in the equipment or your unit or any part of the estate, or a relationship of tenant and landlord between you and us.

TEMPORARILY CLOSING THE SITE

17. We may close the site, or part of it, for any temporary period we decide if we need to do this for safety reasons, if there is an accident, for essential repairs, or if some other event happens which is outside our control. If we consider it reasonable to do so, we will suspend the licence fee and services until the estate, or the part of it, is open again.