

LICENCE AGREEMENT

[6 / 12] MONTHLY LICENCE AGREEMENT COMMENCING:-

2010

between

**DAVID JOHN BRADBURY & VERITY JANE BRADBURY (“the Licensor”), T/A BMS GROUP
and**

LICENSEE:-

MONTHLY LICENCE FEE:- £ _____ **+VAT (“the Licence Fee”) REF. SUITE/S:-** _____ **(“the Office(s)”)**

AT:- *(tick as appropriate)*

- OMEGA HOUSE, 6 BUCKINGHAM PLACE, BELLFIELD ROAD WEST, HIGH WYCOMBE, BUCKS. HP13 5HW**
 OAKRIDGE HOUSE, WELLINGTON ROAD, CRESSEX BUSINESS PARK, HIGH WYCOMBE, BUCKS HP12 3PR
 VIRTUAL OFFICE AT OAKRIDGE *(applicable clauses only)*

(“the Building”)

1. The Licensee shall:
 - (a) pay the first month's Licence Fee (or proportionate part thereof for the period to the end of the calendar month where this Licence Agreement is signed other than on the first day of the calendar month), plus the deposit of £750 per suite and £10 per key (“the Deposit”), to the Licensor upon signing this Licence Agreement and thereafter shall pay the Licence Fee each month in advance by standing order on the first day of each calendar month;
 - (b) pay to the Licensor within ten days of invoice such charges as the Licensor may from time to time impose for the services referred to in paragraphs (i), (j) and (k) of the Second Schedule (“the Service Charges”); and
 - (c) observe and perform the provisions of this Licence Agreement including the covenants contained in the First Schedule and any other such rules and regulations made by the Licensor from time to time for the management of the Building.
2. In consideration of the Licence Fee and Service Charges the Licensor shall observe and perform the provisions of this Licence Agreement including the covenants contained in the Second Schedule.
3. It is hereby agreed between the parties that:
 - (a) this Licence Agreement constitutes a licence and confers no tenancy or any greater interest on the Licensee than that of bare licensee and it is not the intention of either party that any tenancy shall hereby be created nor shall this Licence Agreement be construed as an agreement conferring any right to possession under the Landlord and Tenant Act 1954 or any statutory re-enactment or modification thereof;
 - (b) the rights created by this Licence Agreement are personal to the Licensee and are not capable of being assigned, charged or otherwise dealt with by the Licensee;
 - (c) the Licensee shall not be entitled to exclusive possession of the Office(s) and cannot exclude the Licensor therefrom and the Licensor shall be entitled on demand to require the Licensee to occupy any other similar room in the Building in substitution for the Office(s) on giving not less than two months' notice; and
 - (d) the Licensor retains possession of the Office(s) and reserves the right to have access to the Office(s) at any time and for any purpose including but not limited to inspecting, cleaning and repairing the same.
4. The Licensor may determine the Licence Agreement on giving two weeks' notice and (without prejudice to any accrued rights) the rights of the Licensee hereunder shall cease if, at any time during the continuance of the Licence Agreement, the Licensee shall:
 - (a) refuse or neglect to pay the Licence Fee or Service Charges in full within ten days of the latest date by which they should have been paid in accordance with the provisions of this Licence Agreement, whether formally demanded or not; or
 - (b) otherwise fail or neglect to observe and perform any covenants, rules, regulations or other provisions of the Licence Agreement or use the Office(s) in any way other than as set out herein.
5. Subject to clause 4, this Licence Agreement shall last for a [6 / 12] month term and then will be automatically renewed for successive periods of [6 / 12 months] until notice is given by either party to determine it. Such notice shall be in writing and shall be given not less than one full calendar month before the end of a [6 / 12 month term].
6. On the termination of this Licence Agreement:
 - (a) the Licensee shall remove from the Office(s) all items which are not the property of the Licensor, return any keys for the Office(s) and other doors of the Building and leave the Office(s) in a clean and tidy state;
 - (b) subject to the deduction of any monies owed by the Licensee to the Licensor in accordance with the terms of this Licence Agreement, the Licensor shall return the Deposit monies to the Licensee;
 - (c) any property of the Licensee left in the Building may be disposed of by the Licensor any time after seven days following the termination, without notice and by any means whatsoever, and the Licensor shall not be liable for any loss or damage to any property of the Licensee or any of his servants, agents or other persons connected to the Licensee. Any monies realised from the sale of items pursuant to this clause shall be paid to the Licensee subject to the deduction of any costs of sale and any other monies owed by the Licensee to the Licensor;
 - (d) if the Licensee remains in occupation of the Office(s) (or any part thereof) he shall be liable to pay the Licence Fee (or proportionate part thereof) each month for the period following termination until the Licensor is able to regain possession of the Office(s) or until a new licence agreement is entered into by the parties;
7. The Licensor shall notify the Licensee of any loss or damage caused to the Office(s) and/or the Licensor's furniture and effects. In the event of such loss or damage (other than fair wear and tear):
 - (a) the Licensor may request that the Licensee makes good such loss or damage (whether during the continuance of or after the termination of this Licence Agreement) and the Licensee shall comply with such request within the time period specified by the Licensor; or
 - (b) the Licensor may in his absolute discretion (including but not limited to where the Licensee has failed to comply with a request under paragraph (a) above, and whether during the continuance of or after the termination of this Licence Agreement) deduct the cost of making good such loss or damage from the Deposit. Where the cost of making good such loss or damage exceeds the Deposit the Licensee shall be liable for the shortfall.
8. Without prejudice to any other rights or remedies:
 - (a) if the Licensee fails to pay the Licence Fee or Service Charges or any other sums due to the Licensor within seven days of the latest date by which they should have been paid in accordance with the terms of this Licence Agreement (whether formally demanded or not) the Licensee shall pay interest on the outstanding monies at the rate of 4% above the base rate of Barclays Bank for the period commencing seven days after the latest date by which they should have been paid and finishing on the date that payment is made;
 - (b) if any monies owed by the Licensee to the Licensor remain outstanding for ten or more days after the latest date by which they should have been paid in accordance with the provisions of this Licence Agreement the Licensor reserves the right to cut off services to the Office(s) and deny the Licensee entry to it;
 - (c) the Licensor is entitled to claim a lien on any items (whether business or personal) of the Licensee whilst monies remain outstanding both during the continuance of and after the termination of this Licence Agreement.
9. The Licensor shall not be liable to the Licensee (whether in contract,

tort, for breach of statutory duty or otherwise) for:

- (a) any failure to carry out its obligations under this Licence Agreement where such failure is due to causes beyond the Licensor's reasonable control.;
 - (b) any loss or damage to the Licensee's property howsoever caused including as a result of any fault or neglect of the Licensor or his servants, agents or contractors or by theft; or
 - (c) a total sum greater than £1,000;
- provided that nothing in this clause shall limit the Licensor's liability for death or personal injury or further than is permitted by law.

10. The Licensee shall indemnify and keep indemnified the Licensor against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability ensuing in any way from this Licence Agreement or from any breach of the Licensee's undertakings contained herein or the exercise or proposed exercise of any of the rights herein.
11. All notices to be given to either party pursuant to the provisions of this Licence Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by post to the party at their registered office or last known address.
12. Where two or more persons constitute the Licensee all obligations on the Licensee herein expressed or implied shall be joint & several.
13. Any waiver by the Licensor of any breach of any of the obligations of the Licensee under the Licence Agreement shall not constitute a waiver of any continuing breach or of any other breach of those obligations.
14. The remedies available to the Licensor for breach of the Licence Agreement are cumulative and may be exercised concurrently or separately and the invalidity of any provision of the Licence Agreement shall not affect the validity of any other of its provisions.

THE FIRST SCHEDULE

The Licensee covenants:

- (a) not to carry out any activities at the Office(s) which are in contravention of any planning, licensing or public health legislation
- (b) not to use the Office(s) for any illegal or immoral purposes
- (c) not to use the Office(s) for any noisy purposes or other purposes which might cause annoyance or nuisance to the Licensor or any other licensee in the Building.
- (d) not to allow any other person, firm or company to use or occupy or share the whole or any part of the Office(s)
- (e) not to install any electrical equipment other than computers in the Office(s) without the prior consent of the Licensor
- (f) to use the Offices(s) and all furniture and equipment in a reasonable and proper manner and take reasonable and prudent care of them
- (g) not to decorate or re-decorate the Office(s)
- (h) not to bring into the Building any equipment (including but not limited to photocopiers, fax machines, telephone lines, kettles and coffee machines) whatsoever without the prior written consent of the Licensor
- (i) not to display any signs or notices on the outside of the Building or place a board on the pavement adjoining the front of the Building
- (j) not to display any signs or notices at the Office(s) without the prior written consent of the Licensor
- (k) to turn off all taps and electrical appliances and close all windows before leaving the Office(s)
- (l) not to impede the Licensor in any way in exercising any of its rights of possession or control over the Office(s) and the Building
- (m) not to bring any pets into the Office(s) or Building
- (n) not to smoke or allow any visitor to the Office(s) to smoke in the Office(s) or Building
- (o) not to supply any office services supplied by the Licensor whatsoever to any other licensee in the Building or to any person, company or firm who may occupy any other offices in the Building.
- (p) not to entice or employ any member of the staff of the Licensor or any person, company or firm associated therewith either directly or indirectly at any time during the period of this Licence Agreement and for a period of 6 months' after its termination. In the event of any breach of this covenant the Licensee shall pay to

- the Licensor a fee equal to 17.5% of that person's first annual salary or, if commission is involved, expected salary.
- (q) to obtain and maintain its own public and private liability insurance plus sufficient insurance cover for all its effects (whether business or personal) in the Office(s) or Building.
- (r) to accept that the Licensor has the right to change any of the locks/codes in the Building at any time provided that all those entitled to know are informed of any such change.
- (s) to comply with the emailed 'information pack' supplied and amended, detailing more housekeeping guidance.

THE SECOND SCHEDULE

The Licensor covenants:

- (a) to permit the Licensee to use the Office(s) at any time
- (b) to discharge all uniform business rates and water rates in respect of the Building
- (c) to provide heating, lighting and power to the Building
- (d) to provide office furniture in the Office(s)
- (e) to maintain the Building and Office(s) and to be responsible for the cleaning of the Office(s) and common parts of the Building
- (f) to maintain a supply of hot water in the Building and enable the Licensee to have full use of toilet facilities at any time
- (g) to insure the Building and the Licensor's contents (but not the Licensee's effects)
- (h) to permit the Licensee to park in the car park at the Building on a 'first come first served' basis provided that the Licensee does not park in such a way as to inconvenience other users and no cars will be permitted to park overnight except by prior arrangement
- (i) to make available telephone equipment which the Licensee will be able to use subject to payment by the Licensee of the associated service charges
- (j) to make available to the Licensee photocopying machines which the Licensee will be able to use subject to payment by the Licensee of the associated service charges
- (k) to make available to the Licensee such other services as may be agreed between the parties subject to payment by the Licensee of the associated service charges.

SIGNATURES

Licensor Signature: _____

Licensee Name (PRINT): _____

Company/Business Name: _____

In the presence of:

Witness Signature: _____

Witness Name (PRINT): _____

Witness Address: _____

Witness Occupation: _____

Licensor (DAVID BRADBURY): _____

In the presence of:

Witness Signature: _____

Witness Name (PRINT): _____

Witness Address: _____

Witness Occupation: _____

We now require personal identification in the form of a passport and a current utilities bill for your property plus company verification (if applicable):-

Please provide

Provided and in receipt of, Thank you



BMS Group Business Centres

Oakridge House & Omega House

Oakridge House, Wellington Road,
High Wycombe, Bucks. HP12 3PR

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Fax: 01494 557310

Emergency Telephone ONLY: 07768 258369 (out of hours)

Email: enquiries@bmsservicedoffices.co.uk

Website: bmsservicedoffices.co.uk