



## Conditions

### 1 Definitions

In this **licence**, the words below have the following meanings :

- 1.1 '**Premises**' includes:
  - a all covering surface material on the structural walls, floors and ceilings of the **premises**;
  - b all doors, windows and skylights, including their frames and glazing;
  - c all fixtures, fittings and machinery that belong to **us**;
  - d the inner half of all non-structural walls used in common with other premises; and
  - e all other non-structural walls in the **premises**.
- 1.2 '**Use**' means use for office, light industrial or storage purposes. **You** must not do anything in connection with selling, repairing, maintaining or spraying any motor vehicles, or do anything that **we** do not agree with.
- 1.3 Words defined over the page have the same meanings in these conditions.

### 2 Licence

Under clauses 3 and 4, **you**, together with **us** and anyone authorised by **us**, are authorised to:

- 2.1 use the **premises** for the **licence period** for the **use**; and
- 2.2 get to and from the **premises** on the roads and paths of the **centre**.

### 3 Your responsibilities

**You** agree to do the following.

- 3.1 Pay **us** the **monthly total** in advance on the **payment dates**. The first payment must be made on the date of this licence.
- 3.2 Pay **us** the **deposit**. **We** will return the **deposit** to **you**, without interest, within one month of the end of the **licence**, less any amount due as a result of **you** breaking the conditions of this **licence**. (**We** may need extra time to work out any amount **you** owe **us**.)
- 3.3 Pay business rates.
- 3.4 Keep the **premises** in the same condition as at the start of the **licence period**, and clear of rubbish.
- 3.5 At the end of the **licence period**, leave the **premises** in the same condition as at the start and repair any damage (including holes in any walls) **you** have caused.
- 3.6 Only load and unload in areas of the **centre** that **we** have set aside as loading areas.
- 3.7 Get **our** permission, in writing, before putting up any signs or carrying out **any work to the premises**. At the end of the **licence period**, **you** must remove any signs and (unless **we** agree otherwise) any work carried out to the premises and repair any damage caused to **our** satisfaction.
- 3.8 Pay **us** all the money **we** have paid to any other person as a result of **you** breaking any of the conditions of this **licence**.
- 3.9 Observe any regulations **we** make about **your** use of the **premises**.

**You** must not do the following.

- 3.10 Bring anything onto the **premises** that **you** do not need to exercise **your** rights under clause 2 (unless **you** have **our** permission).
  - 3.11 Block any part of the **centre** or make it dirty or untidy.
  - 3.12 Keep any animals on the **premises** without **our** permission.
  - 3.13 Use the **premises** in a way that causes any nuisance, damage, disturbance, annoyance, inconvenience or interference to the **premises** or neighbouring properties.
  - 3.14 Smoke in or outside any of **our** buildings, except in the smoking shelters or at least 25 metres away from any door or window.
  - 3.15 Anything which may break any legal requirement affecting the **premises** or which may make all or part of **our** insurance policy invalid.
  - 3.16 Make any planning application without **our** permission.
  - 3.17 Alter, add to or damage the **premises** or any part of them, or the services to the **premises**.
  - 3.18 Restrict **us** in exercising **our** rights of possession and control of the **premises**.
  - 3.19 Allow any employee or representative of a telecommunication company to enter **our** telecommunication rooms or private ducts to install their own equipment.
- ### 4 General
- 4.1 This **licence** will end (without affecting **our** rights if any of the conditions in clause 3 are broken):
    - a immediately if **we** give **you** notice if **you** have broken any of the conditions in clause 3; or
    - b if clause 4.6 applies.
  - 4.2 This **licence** is personal to **you** and cannot be transferred to anyone else. Only **you** have the rights given in clause 2.
  - 4.3 **We** do not guarantee that the **premises** are legally or physically fit for the purposes of the **use** or for any other purposes.
  - 4.4 **We** will not be liable for any death, injury, loss or damage of any sort suffered by **you**.
  - 4.5 All notices given by **us** or **you** will be in writing and delivered by hand or sent by recorded delivery to **our** or **your** registered office or last known address, or (in **your** case) to the **premises**.
  - 4.6 **We** may give **you** one month's notice, in writing, of another unit of equal size and with equal services on the **centre**. At the end of the notice, **you** must either:
    - a leave the **premises** and this **licence** will end; or
    - b leave the **premises** and occupy the unit shown in the notice on the same terms and conditions as this **licence**. For all purposes, this **licence** will apply as if the **premises** were that unit.
  - 4.7 **We** will review the amount of the **licence** fee each year. **We** may increase or reduce the amount of the **licence fee** by giving **you** one month's notice, in writing. At the end of this period, the **licence fee** will be the amount shown in the notice. **We** will assess the **licence fee** to be a fair percentage of the cost to **us** of providing the services and facilities at the **centre**. **We** will change the **monthly total** and VAT if necessary. **We** also have the right to increase the **licence fee**
    - a by £100 a month (to cover the cost to **us** of providing IT systems) if **we** decide that **you** are not able to use or continue to use the telecommunications systems at the **centre**; or
    - b if in **our** reasonable opinion **you** use the services and facilities at the **centre** more than normal.
  - 4.8 **You** must make all payments under this **licence** by direct debit on the first day of each month.

Capital Enterprise Centres Limited 2008

