



# BASEPOINT LICENCE AGREEMENT

## PARTICULARS

### Example – Standard Licence Agreement

<b>AGREEMENT ID</b>	2000000																										
<b>DATE</b>	07/11/2014																										
<b>CENTRE</b>	Basepoint Business Centre (Centre Address)																										
<b>OPERATOR</b> (‘we’, ‘us’, ‘our’)	Basepoint Centres Limited, registered in England No: 03048451																										
<b>CUSTOMER</b> (‘you’, ‘your’)	Company name: Company type: Limited Company Company registration number: Registered office:																										
<b>UNIT</b>	<table border="1"> <thead> <tr> <th>Unit Name</th> <th>Monthly Price excl. VAT</th> </tr> </thead> <tbody> <tr> <td>Unit 01</td> <td>£1,200.00</td> </tr> </tbody> </table>	Unit Name	Monthly Price excl. VAT	Unit 01	£1,200.00																						
Unit Name	Monthly Price excl. VAT																										
Unit 01	£1,200.00																										
<b>LICENCE START DATE</b>	01/01/2015																										
<b>LICENCE END DATE</b>	31/12/2015																										
<b>LICENCE PERIOD</b>	The period beginning on the Licence Start Date and terminating on the date it ends under the provisions of Condition 7																										
<b>LICENCE TERMINATION NOTICE PERIOD</b>	At least [0] days/[2] weeks/[0] months' written notice to expire on the last day of a calendar month - see Condition 7.1.2(a)																										
<b>LICENCE FEE</b>	<p>During the whole of the Licence Period, the following respective monthly amounts (in each case plus VAT):</p> <table border="1"> <thead> <tr> <th>Month</th> <th>Licence Fee excluding VAT</th> </tr> </thead> <tbody> <tr><td>Dec-2014</td><td>£1,200.00</td></tr> <tr><td>Jan-2015</td><td>£1,200.00</td></tr> <tr><td>Feb-2015</td><td>£1,200.00</td></tr> <tr><td>Mar-2015</td><td>£1,200.00</td></tr> <tr><td>Apr-2015</td><td>£1,200.00</td></tr> <tr><td>May-2015</td><td>£1,200.00</td></tr> <tr><td>Jun-2015</td><td>£1,200.00</td></tr> <tr><td>Jul-2015</td><td>£1,200.00</td></tr> <tr><td>Aug-2015</td><td>£1,200.00</td></tr> <tr><td>Sep-2015</td><td>£1,200.00</td></tr> <tr><td>Oct-2015</td><td>£1,200.00</td></tr> <tr><td>Nov-2015</td><td>£1,200.00</td></tr> </tbody> </table>	Month	Licence Fee excluding VAT	Dec-2014	£1,200.00	Jan-2015	£1,200.00	Feb-2015	£1,200.00	Mar-2015	£1,200.00	Apr-2015	£1,200.00	May-2015	£1,200.00	Jun-2015	£1,200.00	Jul-2015	£1,200.00	Aug-2015	£1,200.00	Sep-2015	£1,200.00	Oct-2015	£1,200.00	Nov-2015	£1,200.00
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Nov-2015	£1,200.00																										
<b>DEPOSIT</b>	£1,800.00																										
<b>PERMITTED USE</b>	<input checked="" type="checkbox"/> furnished office <input type="checkbox"/> unfurnished office <input type="checkbox"/> storage <input type="checkbox"/> studio <input type="checkbox"/> workshop <input type="checkbox"/> class B1 <input type="checkbox"/> class B2 <input type="checkbox"/> class B8																										

## CONDITIONS OF THIS LICENCE

### 1. General

- 1.1 This Licence agreement is made between us and you on the date set out in the Particulars.
- 1.2 The Particulars and these Conditions comprise the terms which we and you have agreed for the occupation of the Unit and you confirm you have read and understood all the terms of this Licence agreement.
- 1.3 If the Customer is more than one person then all of the obligations on your part in this Licence agreement apply to all such persons jointly and individually.

### 2. Licence to occupy etc.

- 2.1 Subject to the Conditions contained in this Licence agreement, we permit you:
  - 2.1.1 to occupy the Unit as licensee solely for the Permitted Use for the Licence Period in common with us and all others authorised by us; and
  - 2.1.2 solely in connection with the occupation by you of the Unit for the Permitted Use, during the Licence Period to use for their proper purposes any common parts designated by us for the common use of the Centre occupiers and to use for their intended purposes only the utilities serving the Unit but you shall not block, obstruct or overload any common parts or utilities.
- 2.2 You acknowledge that:
  - 2.2.1 you shall occupy the Unit as licensee only and that no relationship of landlord and tenant is intended or created between you and us by this Licence agreement or otherwise;
  - 2.2.2 we retain control, possession and management of the Unit and you do not have any right to exclude us from the Unit;
  - 2.2.3 the licence to occupy created by this agreement is personal to you and you agree:
    - (a) you must not transfer, assign, share or sub-licence this Licence agreement or the permission or rights conferred on you by Condition 2.1;
    - (b) such permission and rights may only be exercised by you and your employees in connection with the Permitted Use;
    - (c) not to allow any other person or company to use or occupy the Unit or exercise such rights;
  - 2.2.4 we are entitled:
    - (a) to exclude you and your employees and visitors from the Unit and prevent you and them from having access to the Unit;
    - (b) to disconnect any utilities serving the Unit at any time while you are in breach of your obligations in either this Licence agreement or in any Contract Service Agreement entered into between you and us;
  - 2.2.5 at our discretion we may at any time on giving not less than one month's (or shorter notice of such period as we in our discretion decide) written notice revoke our permission for you occupy the Unit and to require you to move to another unit at the Centre of reasonably similar size as the Unit. You agree that you shall comply with such requirement. We will pay the reasonable costs incurred by you associated with such move. The terms of this Licence agreement:
    - (a) including this Condition 2.2.5, shall apply to the occupation of such other unit by you; and
    - (b) apart from any outstanding obligation on your part relating to the unit from which you are required to move, shall cease to apply to the former unit.

### 3. Payments

You agree and undertake to pay the following:

- 3.1 to us in cleared funds before we permit you to have access to occupy the Unit under Condition 2.1:
  - 3.1.1 the Deposit;
  - 3.1.2 the first payment of the Licence Fee under Condition 3.2.4; and
  - 3.1.3 an initial setup fee of £79.00 plus VAT.
- 3.2 to us the Licence Fee plus VAT as follows:
  - 3.2.1 payment shall be by direct debit;
  - 3.2.2 you shall not make any deduction or set-off;
  - 3.2.3 payment is to be made each month in advance on the last working day of the month before the month to which the instalment of the Licence Fee relates and proportionately for any period less than a month;
  - 3.2.4 the first payment is for the period from and including the Licence Start Date to the end of the month current at the Licence Start Date;
  - 3.2.5 you agree that payment of the Licence Fee other than by direct debit is unacceptable apart from payment(s) during the period to set up the direct debit;
- 3.3 to us on demand an administration fee of £50.00 plus VAT each and every occasion that a cheque is dishonoured or a direct debit fails or any payment to be made to us is late;
- 3.4 to us on demand as applicable electricity, gas, telephone, broadband or other utilities' charges for the Unit;
- 3.5 direct to the relevant rating authority business rates and any business improvement district charges respectively applicable to the Unit;

- 3.6 to us on demand such amount as shall be required to return the Deposit to the amount stated in the Licence Particulars if we have utilised all or part of the Deposit towards making good any breach of your obligations in this agreement or in any Contract Service Agreement entered into between you and us;
- 3.7 to us on demand interest on the Licence Fee or other amounts due to be paid under this Licence agreement or under and Contract Service Agreement entered into between us and you at the rate of 4 per cent per annum above our bank's base rate from time to time calculated on a daily basis from the due date until payment, namely:
  - 3.7.1 if you fail to pay the Licence Fee on the due date for payment of it (whether formally demanded or not) and
  - 3.7.2 if you fail to pay any other such amounts within 5 days of the date of demand.

#### 4. Deposit

The Deposit will be held by us as security for your obligations:

- 4.1 in this agreement; and
- 4.2 in any separate Contract Service Agreement entered into between us and you

AND we will account to you for the Deposit (without interest) within six weeks after the end of the Licence Period after deducting any payments due from time to time to us from you at any time during or at the end of the Licence Period whether by way of outstanding payments or other breaches of your obligations either in this agreement or in any such Contract Service Agreement.

#### 5. Your general obligations

You agree:

- 5.1 to take good care of the Unit and its fittings and services and immediately to rectify at your expense all damage caused by you, your employees and visitors;
- 5.2 to keep the Unit clean, tidy and clear of rubbish;
- 5.3 not to use the Unit other than for the Permitted Use;
- 5.4 not to make any alteration or addition whatsoever to the Unit or attach any fittings or fixtures to it without our prior written consent;
- 5.5 not to install or use at the Unit or anywhere else at the Centre any telecommunications or broadband equipment or service other than any provided by us for your use at the Unit and other than your or your employees' or visitors' mobile devices connected to independent telecommunication signal service providers;
- 5.6 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Unit or elsewhere in the Centre without our prior written consent;
- 5.7 not to do or permit to be done in the Unit anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to us or to or occupiers of the Centre or owners or occupiers of any other premises;
- 5.8 not to cause or permit to be caused any damage to:
  - 5.8.1 the Unit or any other part of the Centre; or
  - 5.8.2 any property of the occupiers of the Centre or any other premises;
- 5.9 not to obstruct any part of the Centre or make any area of the Centre dirty or untidy or leave any rubbish on any part of the Centre;
- 5.10 not to park or leave any motor vehicles on any part of the Centre except as permitted by this Licence;
- 5.11 not to place or store any goods, materials or refuse outside the Unit;
- 5.12 not to overload the floors, walls or roof of the Unit nor to bring any dangerous or unduly inflammable materials or substances into the Unit or onto the Centre;
- 5.13 not to apply for any planning permission in respect of the Unit;
- 5.14 to comply with all requirements of our insurers and not to do anything that will or might constitute a breach of any consent of whatever nature affecting the Unit or which will or might vitiate in whole or in part any insurance effected by us in respect of the Unit or Centre from time to time;
- 5.15 to comply with all statutory requirements in any way relating to the Unit or the exercise of the rights set out Condition 2 and to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Unit;
- 5.16 to comply with our Health & Fire Safety policy and to observe any of our rules and regulations that we tell you about from time to time governing your use of the Unit or its facilities, the exercise of the rights set out in Condition 2 or in relation to either any other parts of the Centre or the management or operation of the Centre;
- 5.17 to comply with your obligations in Condition 7 by the end of the Licence Period;
- 5.18 neither you nor any person or company associated in any way with you shall employ or seek to employ either any person who is an employee of ours or any person previously within the employment of us within six months of that person ceasing to be our employee;

- 5.19 not to obstruct or prevent us or our employees or agents from entering the Unit at any time or from taking possession or control of the Unit whether with or without prior notice;
- 5.20 to indemnify us and keep us indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising directly or indirectly from:
  - 5.20.1 this Licence agreement;
  - 5.20.2 your occupation of the Unit;
  - 5.20.3 any breach of your obligations in this Licence agreement; or
  - 5.20.4 the exercise of any of the rights set out in Condition 2.

## 6. Our general provisions

- 6.1 We will:
  - 6.1.1 arrange for disposal of normal refuse;
  - 6.1.2 clean and maintain all common parts.
- 6.2 If the Unit, or any other part of the Centre (including but not limited to the access to the Unit), is damaged by a risk insured by us to the extent that the Unit cannot be used or occupied for the Permitted Use, we will waive the Licence Fee until the Unit is reinstated to its pre-damage condition or the other relevant parts of the Centre (including but not limited to the access to the Unit), have been reinstated so that the Unit can again be accessed and occupied for the Permitted Use.
- 6.3 We do not give any warranty or representation that the Unit possesses any requisite consent for the Permitted Use or that the Unit is physically fit for the Permitted Use.
- 6.4 Subject to Condition 6.4.2:
  - 6.4.1 we are not liable for any of the following howsoever caused:
    - (a) the death of, or injury to you, your employees, customers or invitees to the Unit; or
    - (b) direct or indirect damage to any of your, or your employees', customers' or other invitees' to the Unit, fixtures, fittings, equipment goods or chattels; or
    - (c) any direct or indirect losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you or your employees, customers or other invitees to the Unit:
      - (i) in the exercise or purported exercise of the rights set out in Condition 2; or
      - (ii) arising from any failure or malfunction of power supply, water, heating or other utility or service or arising from fire or flooding or other damage of whatever nature to the Unit or to the Centre or arising from anything done or failed to be done by any person or company;
  - 6.4.2 nothing in Condition 6.4.1 shall limit or exclude our liability for:
    - (a) death or personal injury caused by negligence on the part of us or our employees or agents; or
    - (b) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

## 7. The end of the Licence Period

- 7.1 The Licence Period shall end:
    - 7.1.1 on the Licence End Date, or if earlier;
    - 7.1.2 on the date of the first of any of the following to occur:
      - (a) the expiry of written notice given by either you to us or by us to you of not less duration than the Licence Termination Notice Period, if any, stated in the Particulars such notice to expire on the last day of a calendar month. Please note: if in the Particulars it says 'N/A' against Licence Termination Notice Period, you agree you cannot give us notice under this Condition 7.1.2(a);
      - (b) your failure to remedy any breach of your obligations under this Licence agreement within seven days of us giving written notice of such breach to you;
      - (c) if, as applicable, a receiver or manager or administrative receiver is appointed in any way in connection with the Customer or its assets or the Customer enters into voluntary or compulsory liquidation (other than for the purposes of amalgamation or reconstruction while solvent) or shall commit an act of bankruptcy or make arrangements or composition with his creditors
- AND immediately on the Licence Period ending we may exclude you and your employees or visitors from the Unit and prevent you and them from having access to the Unit.
- 7.2 The ending of the Licence Period does not affect:
    - 7.2.1 any right or claim we may have against you for any breach of your obligations under this Licence agreement; or
    - 7.2.2 any express obligation to be performed, or right arising, at or as a consequence of the ending of this Licence agreement
- ALL of which shall continue to subsist and survive and be enforceable notwithstanding the end of the
- 7.3 Not later than the end of the Licence Period you:
    - 7.3.1 shall fully vacate the Unit and:

- (a) remove from the Unit any alterations, additions or fixtures (including those if any relating to the occupation of the Unit under any prior licence) and reinstate the Unit to its previous condition;
  - (b) shall remove from the Unit all equipment, goods or chattels or fixtures or fittings attached to the Unit by you or other items belonging to or used by you or your employees or visitors;
  - (c) leave the Unit clean and tidy, having repaired any damage caused to it or to our fixtures and ensuring any of our equipment in the Unit is in good working order; and
- 7.3.2 irrevocably appoint us to be your agent to store or dispose of any equipment, goods or chattels or fixtures or fittings or other items you have fixed to the Unit and which have been left by you on or at the Unit after the ending of the Licence Period. We shall not be liable to you by reason of that storage or disposal. You shall upon demand fully indemnify us in respect of any claim made by a third party in relation to such storage or disposal, and

IF you do not comply with your obligations in this Condition, then, without prejudice to any other right or remedy of ours, you shall pay us an amount equal to the Licence Fee for the period that it would reasonably take to put the Unit into the condition it would have been in had you performed your obligations under this Condition. The amount shall be a debt due on demand from you to us.

**8. Notices and process**

- 8.1 Any notice or any process or proceedings to be served on or given to you relating to this Licence agreement shall be validly and properly served or given if handed to you or left at the Unit or posted to you by first class or recorded delivery post.
- 8.2 Any notice to be given to us in connection with this Licence agreement shall be validly and properly given if sent to our address set out in the Particulars on page 1 of this agreement and it is marked for the attention of the Centre Manager.
- 8.3 E-mail or fax shall not be a valid method of giving or serving any notice, process or proceedings referred to in this Condition.

**9. Third parties**

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**10. Law and Jurisdiction**

- 10.1 This Licence agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 Each of you and we respectively irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence agreement.

This Licence agreement has been entered into on the date stated at the beginning of it.

SIGNED by a duly authorised representative of the Operator:.....

Full Name: .....

Position: .....

SIGNED by a duly authorised representative of the Customer: .....

Full Name: .....

Position: .....



**BASEPOINT**  
making a difference



## Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send it to:

Basepoint Centres Limited 61 Thames Street Windsor Berkshire SL4 1QW
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Originator's Identification Number

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Name(s) of Account Holder(s)


FOR Basepoint Centres Limited OFFICIAL USE ONLY  
This is not part of the instruction to your bank or building society.

**Tilbury**  
Riverside Business Centre, Fort Road  
Tilbury, Essex  
RM18 7ND

Bank/Building Society account number

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Reference

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Branch Sort Code

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**Instruction to your Bank or Building Society**

Please pay Basepoint Centres Limited Direct Debits from the account detailed in this Instruction subject to safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Basepoint Centres Limited and, if so, details will be passed electronically to my Bank/Building Society.

Name and full postal address of your Bank or Building Society

To the Manager	Bank/Building Society
Address	
Postcode	

Signature(s)
Date

Banks and Building Societies may not accept Direct Debit Instructions for some types of account.

This guarantee should be detached and retained by the payer.

### The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Basepoint Centres Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Basepoint to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Basepoint Centres Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when Basepoint Centres Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

