**NBV Enterprise Solutions Ltd**

**LICENCE AGREEMENT**

|  |  |
| --- | --- |
| **DATE:** |  |
| **OPERATOR:**  **‘we’ ‘us’ or ‘our’** | **NBV ENTERPRISE SOLUTIONS LIMITED** (company registration number 01678839) whose registered office is at Mercury House, Shipstones Business Centre, North Gate, Nottingham. NG7 7FN |
| **CUSTOMER:**  **‘you’ or ‘your’** | **[●]** (company registration number [●]) whose registered office is at [●] |
| **Your CONTACT DETAILS** | Contact Name:  Telephone Number: |
| **DESIGNATED SPACE:**  **Your office(s)** | **Office No(s) [●]** within the Centreas shown numbered on the attached plan |
| **CENTRE:** | **NBV Enterprise Centre, David Lane, Nottingham. NG6 0JU** |
| **INITIAL PERIOD:** | One month starting on and including **[●●/●●/20●●]** and lasting until and including **[●●/●●/20●●]** and the Licence Period is the Initial Period plus any renewal period under the terms of this Licence |
| **LICENCE FEE:** | **£**[●] per month, plus value added tax, for one year from the commencement of the licence, thereafter increasing at months 13 and 25 to £() and £() respectively.  Payments to be made in advance in respect of the next calendar month and on the 28th day of each preceding calendar month. |
| **RENT IN ADVANCE:** | **£[●]** equivalent to two months’ Licence Fee, together with an amount equivalent to the VAT that would be payable on the Licence Fee |
| **BOND:** | **£[●]** equivalent to the Licence fee is required at the time of signing this License Agreement and prior to moving into the Centre. The bond will be refunded in either full or part on termination of this Licence according to the condition of the unit. All bonds will be increased to match the monthly rent when increments are implemented. |
| **OUR SIGNATURE:** | Signature: Name (print):  Capacity (e.g. Director / Authorised Signatory): |
| **YOUR SIGNATURE:** | Signature: Name (print):  Capacity (e.g. Director / Authorised Signatory): |

**OUR OBLIGATIONS**

1. To allow you the use of your Office(s) or such other office(s) or room(s) or shared facilities as we may from time to time allow, during the Centre's opening hours, until the end of the Licence Period or other termination of this agreement in accordance with the terms of this Licence
2. To allow you to use your office(s) as offices and to use our fixtures and fittings in your office(s) as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Inventory** | | | |
| **Item** | **Number** | **Item** | **Number** |
| Desk |  | Noticeboard |  |
| Chairs |  | Bin |  |
| Blind |  | Storage Units |  |

1. We agree to provide you with the following services and equipment listed and identified below:

|  |  |  |  |
| --- | --- | --- | --- |
| Heating / AC |  | Security |  |
| Lighting |  | Communal Kitchen |  |
| Reception Facilities |  | Communal Toilets |  |

1. The Licence Period shall be the Initial Period which will then be automatically renewed for successive periods equal to the Initial Period until brought to an end by either you or us on a month's notice or otherwise in accordance with this Licence

**YOUR OBLIGATIONS**

1. You shall:
   1. keep your office(s) tidy and use them (or such other office(s) or room(s) as may be allowed by us) and all their furniture and equipment (if any) in a reasonable manner so as not to cause damage to these
      1. pay the Licence Fee (or at the start a proportion of it for any period of less than a month) on the date it is due plus VAT at the current rate on all fees and other charges due to us
      2. pay interest at 4% above HSBC Bank plc base rate on all overdue payments
      3. payment to be by way of ***Direct Debit***
      4. pay a fee of £25 if one of your cheques or standing orders or direct debit is refused or returned unpaid returned by your bank
      5. pay to us all charges in respect of all other extra services provided either by us or (where we are initially responsible for the cost) by any other person that you allow, including photocopying, refreshments, storage and secretarial services, or any other services we provide which are used by you (together with any VAT that may apply to these services) within 14 days of a written invoice from us or at our request by fixed amounts on the 28th working day of each month
      6. you must pay all electricity, broadband and phone charges if these are charged separately, from the date you occupy your office(s)
   2. comply with all current legislation, without limitation, which applies to your use and occupation of your office(s). The Licensee Handbook provides further details by way of example only.
   3. observe and perform all the rules and regulations from time to time made by us for the management of your office(s) and the Centre and notified in writing to you including our Occupier’s Handbook for the Centre
   4. conduct your business from your office(s) in a way that does not interfere with us or with other customers or occupiers of the Centre. Any act or omission on the part of any employee of yours shall be deemed to be the act or omission by you
   5. vacate your office(s) on the expiry or termination of this Licence and during the Licence Period allow access at all times and for all purposes to us
   6. indemnify us from and against all costs, losses claims and demands arising out of any breach by you of any of the terms of this Licence
2. You shall not:
   1. impede or interfere with our right of possession and control of your office(s) and the Centre, obstruct the stairs, passages, lifts or other common parts of the Centre, bring in or take out of the Centre between the hours of 9am and 6pm any items of a bulky nature or at any time overload the lifts (if there are any lifts)
   2. use or allow any other person to use your office(s) or the Centre as its registered office without the express written consent of us, and on receipt of written notice from us to ensure that any person who is using your space or Centre as its registered office stops doing so
   3. bring any office furniture into your offices nor install or connect to any utility or telecommunications service in the office(s) unless we allow it in writing
   4. alter your office(s) or carry out any works in or to your office(s) unless we allow it in writing or move any fire extinguishers unless they are required in an emergency
   5. interfere with the conduct of our business or in any way seek to entice away or make any offer of employment to any employee or member of our staff. If you contravene this provision then we will be entitled to compensation equal to three months remuneration of the employee(s) in question
   6. allow any other person, company or body (other than your own staff and employees) to use or occupy your office(s)
   7. allow anyone to use your office(s) or the Centre outside of the Centre’s normal opening hours without our prior written consent and subject always to any use outside those hours also being subject to the terms of this Licence
   8. cause any nuisance or inconvenience to us or to other customers or occupiers of the Centre or do anything that may bring the Centre into disrepute or that may affect the credit rating of us or of any other customer or occupier of the Centre
   9. affix or display anything on the windows or doorways without consent in writing from us
   10. withhold, for any reason, any payment or part of a payment, which is due as a result of this agreement
   11. prevent us from having access to and possession of your office(s) at any time and for any purpose
3. You agree that this Licence shall not create the relationship of landlord and tenant or confer on you any estate or right outside the terms of this Licence nor any security of tenure. You acknowledge that you are not entitled to exclusive possession of your office(s) and this Licence is personal to you and is not capable of being assigned, charged or otherwise dealt with

**INSURANCE**

1. You must insure against all potential losses, damages, claims, expense or liabilities which might arise out of your own property brought into your office(s) or elsewhere into the Centre of which your office(s) form part; your own liability to your employees and third parties; business interruption; and any other matter under this Licence where we do not accept liability, or for any other matter
2. If our insurance costs increase as a result of your activities, you will pay to us the increase in the insurance costs
3. You must not do anything which may mean the insurance policy for your office(s) or our Centre is no longer valid

**LIMIT OF LIABILITY**

* 1. We are not liable for any loss as a result of failure to provide a service as a result of mechanical breakdown, strike, maintenance, repair or a shortage of fuel, water, materials or labour or for any other reason unless our failure to provide is negligent. We are also not liable for any failure until you have told us about it and given us a reasonable time to put right
  2. You agree:
     1. that we will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, your Licence and/or your use of the services except to the extent that such loss, damage, expense or claim is directly attributable to our negligence (‘our liability”); and
     2. that our liability will be subject to the limits set out in the next paragraphs
  3. We will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss
  4. In respect of any liability we may have the limit of our liability will be:
     1. without limit for personal injury or death;
     2. up to a maximum of £1 million (for any one event or series of connected events) for damage to personal property;
     3. up to a maximum equal to 125% of the total fees paid under your Licence 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;
  5. We reserve the right to disconnect your telephone service, broadband service or access control to your office(s) should any invoice for the Licence Fee or any other service remain unpaid for more than five working days. A reconnection fee of £25 will be charged if we agree to reinstate the service
  6. We give no warranty to the effect that the office(s) is legally or physically fit for the purposes specified at numbered paragraph 2 above
  7. We shall be entitle on reasonable notice (of not more than 28 days) to relocate you to an alternative office with the **Centre** of similar size and standard at any time

**INCREASES IN FEES**

1. We may at any time after giving you at least 3 calendar months’ notice increase the Licence Fee

**TERMINATION**

1. This Licence may be terminated or we may withdraw services:
   * 1. on not less than a period equivalent to the Initial Period’s notice in writing given by us to you or by you to us. Notice cannot be given by you to terminate earlier than the end of the Initial Period
     2. immediately on notice in writing from us to you in the event that the Centre and / or your office(s) becomes unusable due to fire, explosion or any other cause, and any advance payment of the Licence Fee made by you before that notice in respect of a period after that date shall be repaid by us to you
     3. immediately on notice from us to you in the event of you committing a breach of your obligations in this Licence
     4. immediately by us in the event that you suffer an event of insolvency including receivership, administration, bankruptcy or liquidation
     5. immediately by us if you are more than seven days late making a payment or part of a payment you owe us under this Licence
     6. for any other reason we consider to be appropriate
2. In the event that you vacate your office(s) prior to the expiry of this Licence, we reserve the right to refurbish and remarket your office(s) so that they may immediately be re-used

**NOTICE**

1. Any notice under this Licence must be in writing to us at our registered office and any notice by us to you shall be deemed sufficiently served if left at your office(s), sent to your address stated on this Licence or given to you personally

**BOND**

1. The Bond will be held during the Licence Period by us in a separate account as security for payment of the Licence Fee and any other sums payable pursuant to this Licence or on breach of any of its provisions whether during or at the end of the Licence Period. In the event that we withdraw money from the Bond you must pay to us the sum required to restore the Bond to its original level. We will as soon as we can after the end of the Licence Period return the Bond or (as the case may be) the balance of the Bond to you after deducting sums then due under or arising from any breach of this Licence. No interest is payable on the Bond

**INFORMATION**

* 1. You must provide any information we need to be able to meet our responsibilities under the Data Protection Act or any other law or regulation where we need to provide, or have access to, your information
  2. You and we must both keep each other's information confidential and not use it, or allow it to be used (directly or indirectly), unless either of us have a legal duty to do so of the information is already available to the public
  3. By signing this Licence, you are giving us permission to keep your name, address, phone numbers and e-mail address on our database so we can:
     1. contact you about your office or the Centre;
     2. pass the information to a credit reference agency or insurer, in line with our own risk assessment and risk management processes;
     3. pass on any details of any good or services you may be interested in (unless you have asked us not to) or which may be relevant to your business or how you use your office;
     4. give such data to others who have been carefully selected by us in order to enable them to send you information as set out above

If you do not want to receive marketing material from us, please write to us at our registered office

**LAW**

* 1. English Law applies to this Licence
  2. You agree that in an entering into this Licence you are not relying on nor shall it have any remedy in respect of any statement or representation by us