

Agreement Number: #K0XOZS

Date:

## Licence Agreement

## Particulars

Licensor:
technologywithin Limited
CP House
Otterspool Way
Watford WD25 8JJ

Licensee:
Alderly Construction
Prime Way, Abbey Park Estate
Romsey
Hampshire SO51 9AZ

The Building:
Abbey Park
Prime Way, Abbey Park Estate
Romsey SO51 9AZ

Invoice Address:
Prime Way, Abbey Park Estate
Romsey
Hampshire SO51 9AZ

<b>Commencement Date:</b>	07/05/2024
<b>Licence Period:</b>	A term commencing on the Commencement Date and continuing thereafter until terminated in accordance with Clause 2 of the attached Terms and Conditions
<b>Minimum Notice Period:</b>	1 Months expiring on the last day of a calendar month

The Premises		
Suite(s) No(s):	No. of Workstations	Monthly Licence Fee*
Office 7	4	£1,000.00
<b>Totals</b>	4	£1,000.00

Contract Services			
Item	Qty	Item Cost	Total Monthly Item Cost
<b>Total Contract Services</b>			£0.00

<b>Deposit+</b>	£2,500.00
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Signed for and duly authorised on behalf of technologywithin Limited (the Licensor):	
Name:	Joe Blogs
Position:	Account Handler
Signature:	

Signed for and duly authorised on behalf of Alderly Construction (the Licensee):	
Name:	Emily Wallace
Position:	Dev
Signature:	

Additional Terms
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\*subject to increase under clause 4 of the attached terms and conditions.

+subject to clauses 6 & 8 of the attached terms and conditions.

This Agreement is made between the Licensor and the Licensee on the terms mentioned in these Particulars and incorporating also the attached standard Terms and Conditions of the Licensor. The Licensee confirms that it has read and understood the attached Terms and Conditions and agrees to be bound by the terms of this Agreement. The Licensor agrees to provide the services and facilities referred to in this Agreement.

This Agreement will continue indefinitely until terminated in accordance with Clause 2 of the attached Terms and Conditions.

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# Licence Agreement STANDARD TERMS AND CONDITIONS

1. Subject to the Licensee complying with its obligations in this Agreement, the Licensor shall permit the Licensee during the Licence Period to access and occupy the Premises (other than on public holidays) at the times specified in the House Rules as defined in Clause 22.

2. A. The Licence Period shall continue until the earliest of:

- a). The service of a notice pursuant to Clause 29 by the Licensor on the Licensee and for the avoidance of doubt this provision shall apply to any extension of this Agreement;
- b). Termination of this Licence under Clause 46; and
- c). The expiry of a notice given by either party to this Agreement to the other for a period of not less than the Minimum Notice Period. For the avoidance of doubt, any such notice must expire on the last day of a calendar month.

2. B. Time shall be of the essence in relation to this clause 2

3. In consideration of the rights granted by this Agreement, the Licensee shall pay to the Licensor all sums referred to in the Licence Agreement Particulars annexed to these terms and conditions including without limitation the monthly Licence Fee (plus VAT). All sums are to be paid in advance on the first day of each month by way of Direct Debit from the Licensee's specified Bank account the first payment to be made on the date hereof in respect of the period from and including the Commencement Date until the last day of the calendar month in which this Agreement is completed.

4. The Licence Fee shall increase by 5% on the first anniversary of the Commencement Date and on each subsequent annual anniversary of the Commencement Date the Licence Fee shall increase by a 5% of the licence fee payable immediately prior to the relevant anniversary.

5. The Licensee shall on the signing of this Licence pay to the Licensor the Deposit.

6. The Licensee shall increase the Deposit immediately following every increase in the Licence Fee by paying to the Licensor such amount as shall be necessary to ensure that the amount of the Deposit in proportion to the Licence Fee shall remain the same. For the avoidance of doubt the Deposit shall always be at least double the level of the Licence Fee.

7. The Licensor shall return the Deposit to the Licensee within four weeks of the expiry or earlier determination of the Licence Period save that the Licensor shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

- a). make good any damage to the Premises, the Building or any equipment or other items belonging to the Licensor caused by the Licensee's failure to take reasonable care of them;
- b). replace any of the contents or equipment which may be missing from the Premises;
- c). pay for the cost of reinstating the Premises where alterations have been carried out on behalf of the Licensee; and
- d). pay any Licence Fee or other sums due under the terms of this Agreement including without prejudice to the generality of the foregoing the sums payable by the Licensee pursuant to Clauses 25 and 27 which remain unpaid together with interest due thereon at the rate prescribed by Clause 28.

8. The Licensee charges its interest in the Deposit (together with the Licensee's right to the return of the Deposit or such part of the Deposit to which the Licensee is entitled under the terms of this Agreement) to the Licensor as security for the performance of the Licensee's obligations under this Agreement.

9. The Licensor shall pay all general and water rates which shall be assessed on the Premises and the Licensee appoints the Licensor to handle all valuations and other matters relating to the payment of rates on the Premises and undertakes to pass to the Licensor all communications received relating thereto PROVIDED THAT the Licensee shall be responsible for and pay the business rates (or any substitute charge therefor) assessed on the Premises where the Licence Agreement Particulars annexed to these terms so indicate.

10. The Licensee shall pay for any charges arising from its particular use of the Premises and also all charges (and any VAT chargeable thereon) for the use of the central telephone system of the Licensor and any other facilities provided by the Licensor to the Licensee in accordance with the House Rules (as hereinafter defined) any such charges to be paid by Direct Debit if so required by the Licensor.

11. The Licensee shall further pay to the Licensor within 14 days of demand such further sum or sums which the Licensor demands from the Licensee following a material increase in costs incurred by the Licensor including without limitation in relation to utility charges and business rates for the Premises or the Building.

12. The Licensee shall use the Premises solely for the purposes of an administration office and shall ensure that the Premises are occupied for at least three working days in every week of the Licence Period.

- a). The Licensee shall ensure that any visitors, invitees, business associates, agents or employees of the Licensee do not do anything to render the Licensee in breach of the terms of this Agreement and the Licensee accepts full responsibility for all such agents and shall indemnify the Licensor against all actions proceedings costs claims demands damages expenses losses and liability arising whatsoever and howsoever out of any breach of the terms of this Agreement or any act or omission of the Licensee or its visitors, invitees, business associates, agents or employees or their occupation of the Premises.

- b). The Licensee shall not allow more than a maximum of five different visitors in total (whether together or separately) to visit them on any one day in the Building.

14. The Licensee shall at all times keep the Premises and areas and common facilities adjoining the Premises in a clean and tidy condition and free from any fire or health hazard and as often as occasion shall require cause all waste and refuse at the Premises to be removed and neatly deposited in the refuse collection area from time to time designated by the Licensor.

15. The Licensee shall not cause any nuisance or annoyance to the Licensor or other licensees or occupiers of the Building.

16. The Licensee shall be permitted to use the entrance of the Building and lifts at the Building to gain access to the Premises and shall at all times keep the staircase and corridors of the Building clear and free for access.

17. The Licensee shall be permitted to make reasonable use of the lifts and main staircase for the transfer of goods but shall not block the lift and staircase and shall not cause nuisance or annoyance to other licensees in the use of the lifts and staircase.

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18. The Licensee shall not make any alterations or additions to the Premises (including without limitation the telephone broadband internet services connected to them or other facilities servicing them) and shall not overload the floor of or the services supplied to the Premises nor introduce any heavy article or equipment into the Premises without the prior written consent of the Licensor.

19. The Licensee shall not use the Premises in such a way whereby any insurance effected in respect of the Premises or a Building might be vitiated or prejudiced.

20. The Licensee shall at the Licensee's expense conform to and observe and perform all statutory and other regulations pertaining to the permitted use of the Premises and in particular but without prejudice to the generality of the foregoing maintain suitable and serviceable fire extinguishers at the Premises.

21. The Licensee shall not bring noxious substances into the Premises without the prior consent of the Licensor nor shall the Licensee cause any damage to the drains of the Building.

22. The Licensee shall be bound by and perform all the conditions rules and regulations prescribed from time to time by the Licensor for the management and control of the Building (hereinafter called "the House Rules"). The Licensee acknowledges receipt from the Licensor of the current House Rules.

23. The Licensor hereby agrees to provide maintenance insurance (but not for Licensee's fixtures and fittings) and administration for the Building, a central telephone system, lighting and cleaning of common areas and lavatories refuse disposal running of the lifts and such other services as at the Licensor's discretion are considered necessary for the economic orderly and convenient management of the Building provided that the Licensor shall not be liable to the Licensees and there shall be no claim against the Licensor for any interruption occasioned to any services to be provided by reason of any temporary repair renewal or maintenance works or any breakdown or any other circumstances outside the Licensor's control.

24. On the termination of this Licence for whatever reason the Licensee shall vacate the Premises and leave the same in a clean and tidy condition and return all keys to the Premises and the Building to the Licensor.

25. The Licensee shall pay to the Licensor on or before the expiry of the Licence Period:

a). £100 plus VAT for each workstation in the Premises; or if greater

b). such sum as the Licensor reasonably considers will be required to put the Premises into the same or equivalent state of repair, condition and decoration as they are as at the date hereof

PROVIDED THAT the Licensee shall allow the Licensor and its contractors access to the Premises at any PROVIDED FURTHER THAT if on the termination of this Licence the Premises are not for any reason in at least as good a state of repair condition and decoration as they are as at the date hereof the Licensee shall in addition pay to the Licensor (or the Licensor may deduct from the Deposit) an amount equivalent to the Licence Fee for such reasonable period as the Licensor anticipates it requires to carry out the necessary works to put the Premises into that state of repair condition and decoration. time prior to the end of the Licence Period in order to carry out any works the Licensor considers necessary to put the Premises into the same state of repair condition and decoration as at the date hereof and

26. The Licensor reserves the right at any time to allocate for use by the Licensee alternative premises within the Building but shall give the Licensee not less than six weeks' notice (Shift Notice) of its intention to do so specifying the location of the alternative premises. The Licensee shall have the option of terminating this Licence at the expiration of the Licensor's Shift Notice by giving to the Licensor written notice to determine the Licence not less than 10 working days prior to the expiry of the Shift Notice.

27. The Licensee shall pay on demand a charge of £50 plus VAT to the Licensor if any payment due under this Agreement is paid late or not paid by Direct Debit. A subsequent charge of £50 shall be payable on demand by the Licensee for each and every late payment or payment made other than by Direct Debit.

28. The Licensee shall pay interest at the rate of 6% per annum above the base rate for the time being of the Bank of England on any sums lawfully due under this Agreement which are not paid on the due date. Interest will be payable from the date such sums should have been paid until the date they are actually paid.

29. The Licensor may by notice to the Licensee terminate this Licence forthwith in the event of any contravention by the Licensee of any of the terms of this Licence Provided that if the Licensor determines this Agreement pursuant to this clause 29, the Licensee shall continue to pay an amount equivalent to the Licence Fee and all other sums which would have been payable hereunder during and at the expiry of this Agreement had it not been terminated until the earlier of the Date of Expiry of this Licence and the commencement of a new licence of the Premises being granted by the Licensor for a licence fee not less than the Licence Fee payable under this Agreement at the time of termination.

30. If the Licensee fails to pay any sums due under this Agreement on the due dates, the Licensor shall be entitled to deny the Licensee and its agents and employees access to the Premises and the Building and withhold services until such time as all outstanding sums have been paid. This is without prejudice to the Licensor's rights to terminate the Agreement or charge interest to the Licensee.

31. The Licensor will provide a periodic certificate of Licence Fees and charges for other services received by the Licensee stating the Value Added Tax thereon if any.

32. The benefit of this Licence is personal to the Licensee only and cannot in any circumstances be transferred or assigned in whole or part to any other party. The rights granted by this Agreement may only be exercised by the Licensee or its employees.

33. The Licensee acknowledges that:

a). it will occupy the Premises as Licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Agreement; and

b). The Licensor retains control possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises and without prejudice to the generality of the foregoing the Licensor has the right to enter the Premises with prospective future licensees for the purpose of undertaking viewings at any time during the last three months of the Licence Period or (if longer) at any time after a notice to terminate this Licence has been served.

34. In this Licence, the obligations of the Licensee if more than one person are joint and several, words implying one gender include other genders and the singular includes the plural and vice versa.

35. In this Licence any notice shall be in writing by recorded delivery and shall be served on the Licensor at their head office which is Boundary House, Boston Road, London, W7 2QE with a copy of said notice sent to the Centre Manager via email and on the Licensee at the Premises. A Notice shall also be deemed to be served on the Licensee if handed personally to a member of the Licensee's staff at the Premises.

36. The Licensee agrees that during the period of the licence and for a further period of six months thereafter the Licensee or a company with whom the Licensee works shall not employ any person who has been in the employment of the Licensor at any time during the licence agreement period provided that, if any such employment or offer of employment is agreed or made or accepted, the Licensee shall pay to the Licensor a fee equivalent to 25 per cent of such employee's current salary.

37. The Licensee shall use the Licensor's telephone and internet network and shall not be permitted to use any indirect carrier.

38. The parties acknowledge that the terms of this Agreement are the complete terms agreed between the Licensor and the Licensee and it is further agreed that this Licence is not intended to confer any tenancy or right of exclusive possession upon the Licensee and that the Licensor is entitled to enter the Premises at any time.

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39. Words or expressions defined in the Licence Agreement Particulars attached to these terms and conditions shall be treated as defined terms for the purpose of these terms and conditions.
40. 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.
41. This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales
42. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).
43. The Licensor gives no warranty that the Premises possesses the necessary consents for the use permitted by this Agreement or that the Premises are physically fit for such use.
44. The invalidity or unenforceability of any provision in this Agreement shall not affect or impair the validity of any other provision.
45. In respect of the services provided by the Licensor, its directors, employees or agents, (and the employees and agents of its associates), in all such cases the Licensor will not accept any liability for loss or damage (excepting death and personal injury) howsoever arising and of whatsoever nature and the Licensee hereby indemnifies (and will keep indemnified) the Licensor in respect of any claims by third parties resulting from the provision of services under this Agreement.
46. Under the Money Laundering and Terrorist Financing (Amendment (No 2) Regulations 2022 (and preceding and subsequent legislation as updated from time to time) and where applicable the London Local Authorities Act 2007, the Licensor may be required to verify the identity of those we deal with. This may include checking against electronic and other databases (public or otherwise). The Licensee agrees promptly to give the Licensor all assistance and information requested in this regard. The Licensor reserves the right to terminate this License immediately should the Licensee or any of its shareholders or directors be subject to any financial sanctions as per the UK Sanctions list or similar published by the UK Government from time to time.
- a). The information in this document and the Licence Agreement Particulars attached to it may also be used to verify identity. That information will be held securely on the Licensor's systems. It will only be passed to other group companies of the Licensor and its trading partners for use exclusively in connection with the provision of serviced and/or virtual offices and related services. It will not be passed to any other party without the express permission of the Licensee, unless the Licensor is required to do so by law or regulation.
- b). The Licensor will store the information and its verification thereof in accordance with relevant legislation after which it will be destroyed. The Act confers rights of access to certain information the Licensor holds. Details are available on request.
48. In addition, information in this document and the Licence Agreement Particulars annexed to it may be used for the prevention or detection of offences for fraud prevention purposes. The Licensor may share any information it collects with the Police to assist with investigations and/or enquiries as well as other public or private sector agencies or representative bodies complying with legislation and in accordance with relevant statutory and regulatory obligations. Information may also be shared with the Flexible Space Association and their members. Information shared in this way will not be used by the Licensor for marketing purposes.
49. The parties agree to be bound by and comply with any Additional Terms specified in the Licence Agreement Particulars attached to these terms and conditions. In the event of a conflict between the Standard Terms and Conditions and the Additional Terms, the Additional Terms shall prevail.
- 50.1. Following the termination of this Agreement, the Licensee irrevocably appoints the Licensor as its agent to store or dispose of any items left by the Licensee (or retained by Licensor pursuant to clause 50.3) at the Premises following the end of the Licence Period.
- 50.2. The Licensor may store or dispose of such items after the end of the Licence Period as it thinks fit and without any liability to the Licensee, other than to account to the Licensee for the proceeds of sale, after deducting any costs of sale or storage incurred by the Licensor and further after deducting any other sums due to the Licensor by the Licensee remaining outstanding at the end of the Licence Period whether under this Agreement or otherwise.
- 50.3. In the event of there being any breach of the Licensee's obligations under this Agreement outstanding when the Licence Period ends, the Licensor shall be entitled (but not obliged) to retain any furniture personal effects or other belongings present at the Premises until all sums owed to the Licensor have been paid or other losses made good and if any payments remain outstanding or losses remain to be made good 10 working days after termination of this Agreement the Licensor shall be entitled as agent for the Licensee to dispose of any such goods retained and apply the proceeds of sale in settlement of any arrears and to make good any losses.
- 50.4. The Licensee agrees to indemnify the Licensor against any liability incurred by the Licensor by reason of the Licensor disposing of any items left at the Premises which do not belong to the Licensee, but which the Licensor honestly believed did belong to the Licensee, which the Licensor will be presumed to have honestly believed unless irrefutable evidence to the contrary is proven.
51. The Licensee agrees to keep the terms of this Agreement confidential and not to disclose them to any third party save to its professional advisers or to the extent required by law.
52. The Licensee acknowledges that the Licensor retains the exclusive proprietary right to any telephone number allocated to the Licensee for its use and that the Licensee has no right to continue to use any such number following the termination of this Agreement.