

OCCUPATION AGREEMENT

COMPANY NAME:

Start Date:

The Atrium
Curtis Road
Dorking
Surrey RH4 1XA

Freefone: 0333 240 6464
Telephone: 01306 646464
Facsimilie: 01306 646465

E: info@atriumdorking.com
www.atriumdorking.com

LICENCE TO OCCUPY

This Agreement is made between True Holdings (Dorking) Limited, trading as The Atrium Business Centre ("The Atrium Business Centre") and the Occupier ("the Licensee"), particulars of which are set out in Schedule 1.

In consideration of paying the deposit and a regular licence fee, plus Value Added Tax, particulars of which are set out in Schedule 4, the Licensee hereby agrees to the following terms and conditions, namely that:-

1. TERM

For an initial term set out in Schedule 2, (which may be extended pursuant to paragraph 7 below,) the Licensee acquires the right to share with The Atrium Business Centre, the use of The Atrium Building and to receive services from The Atrium Business Centre, particulars of which are set out in paragraph 5 below. In addition, of the Additional Services referred to in paragraph 6 below, the Licensee is entitled to receive from The Atrium Business Centre those services referred to in Schedule 5 below.

2. LICENCE NOT LEASE

- (i) This Agreement does not give the Licensee any estate, right or interest in the property owned or controlled by The Atrium Business Centre, except and insofar as it is necessary for the exercise of the rights expressly conferred on him/her by this Agreement, and does not exclude The Atrium Business Centre from legal possession of its property.
- (ii) This Agreement is personal to the Licensee and shall not be capable of being assigned, shared or otherwise disposed of, and the Licensee shall not grant, or attempt to grant, any rights in it.

3. THE CHARGES

i. The Regular Monthly Charge

The regular monthly charge plus Value Added Tax is payable in advance without deduction or set off on the 1st day of each month. The charge will be subject to an increase on an annual basis on the 1st April each year, calculated as the annual % increase in the present Retail Prices Index plus 50% on the annual % increase in the Uniform Business Rate. No annual increase will be applied to the charge in that year where the first occupation by the Licensee occurred after 1st January of that year.

ii. Additional Services

Fees for additional chargeable services are invoiced in arrears and are payable on the 1st day of each month following the month to which the additional chargeable services were provided.

iii. The Deposit

The deposit payable upon the Licensee entering into the Licence to Occupy will be the equivalent to two calendar months of the regular monthly charge. The deposit will be held as security for any breach of any of the terms of this agreement and in the event a deduction is made, the Licensee will, on demand, pay such as may be necessary to restore the deposit to its full amount. Any balance shall be returned to the Licensee when the licence ends, and shall be paid without interest.

iv. Payments

All payments of the regular monthly charge are to be made by standing order or direct debit, which must be operative on or within seven days after entering into the Licence. For any period the standing order or direct debit is not operative a charge of £25 per month or part thereof will be payable. All payments for additional services are to be made within seven days of the date of service of the invoice.

v. Late payment

The Atrium Business Centre may charge interest at the rate of 1.75% per month or part month on all sums due from the Licensee, or a penalty charge of £25, whichever is greater, for sums that are not settled on the date that they fall due.

vi. Breach of Agreement

In the event that the Licensee breaches the Licence, or becomes insolvent or subject to insolvency proceedings, then The Atrium Business Centre reserves the right to withhold services, and deny the Licensee access to the premises.

vii. Business rates

If requested by The Atrium Business Centre, the Licensee will properly apply for the relief of business rates by registering with Mole Valley District Council under the small business rate relief scheme.

4. USING THE ATRIUM BUSINESS CENTRE

i. Inventory

The Atrium Business Centre shall provide office space, furniture and equipment, which the Licensee shall be permitted to use. The Licensee will be required to sign an inventory of the office space, furniture and equipment, with a note of condition which shall be agreed with The Atrium Business Centre.

ii. Use

The Licensee may only use the accommodation allocated to him/her for office purposes, and only for the business stated in Schedule 1 in this agreement.

iii. Care

The Licensee must take good care of the accommodation allocated to him/her and also the Atrium Building, including its fixtures, furnishings and fittings. No alterations or additions to the office, by installing fixtures or fittings, are permitted, and the Licensee shall be liable for all damage (other than fair wear and tear) caused by him/her or those who use The Atrium Building at his/her invitation, or with his/her permission.

iv. Equipment

The Licensee shall not install any equipment, cabling or electrical appliances and furniture, without the written consent of The Atrium Business Centre, which it may refuse at its absolute discretion.

v. House Rules

The Licensee must comply with the house rules and regulations which The Atrium Business Centre may impose

from time to time, whether for fire, health and safety, security or otherwise. The Licensee may not smoke in any part of the office space allocated to him/her or in the Atrium Building (except within the areas designated, if any).

vi. Law

The Licensee must comply with all relevant laws and regulations relating to its business. The Licensee must do nothing that may cause nuisance or annoyance to The Atrium Business Centre or others; or interfere with the use of the Atrium Building or cause The Atrium Business Centre or others loss or damage.

vii. Insurance

Insurance for the Licensee's own property within The Atrium Building including any liability to the Licensee's employees and/or third parties are the Licensee's sole responsibility, and The Atrium Business Centre accepts no responsibility in this regard.

viii. Access

The Licensee will have access to The Atrium Business Centre 24 hours a day, 7 days a week unless unable to do so due to circumstances beyond the Licensor's control. The Atrium Business Centre will provide office services as described in paragraph 5 (ii) below during the hours of 9am to 5.30pm Monday to Friday.

ix. Our access

The Atrium Business Centre can enter the office space allocated to the Licensee at any time, and will do so for cleaning and maintenance purposes, on a regular basis.

x. Interruptions of services

In the event that the services provided by The Atrium Business Centre, (including access to the office space), are interrupted or suspended by force majeure, then payment of the regular charge will also be suspended for the period concerned.

xi. Liability

The Atrium Business Centre shall not be liable to the Licensee, its servants or agents, for any loss or damage, howsoever arising, whether to a Licensee's property or otherwise and whether as a result of The Atrium Business Centre's failure to provide one or more of the services, (including, but not

limited to, all telecommunications and Internet services,) referred to in this agreement, provided that The Atrium Business Centre will use reasonable endeavours to restore any such services as soon as practicable.

5. SERVICES PROVIDED BY THE ATRIUM BUSINESS CENTRE WHICH ARE INCLUDED WITH THE REGULAR MONTHLY CHARGE

The Atrium Business Centre will provide the Licensee with:-

i. The use of fully furnished office suites

The use of an office suite, particulars of which are set out in Schedule 3, PROVIDED ALWAYS THAT, without giving notice, it is entitled to allocate different rooms to the Licensee from day to day, provided that they are of comparable size to the ones allocated in Schedule 3.

ii. Provision of offices services

- Professional reception services
- Use of reception areas
- Use of a kitchen, bathrooms and photocopying rooms
- Personalised telephone answering service

iii. Settlement of all building costs

- Uniform business rates
- Water rates
- Cleaning Monday to Friday and refuse collection
- Repair and maintenance
- Landscaping maintenance
- Heating, lighting and electrical costs
- Health and safety administration
- Servicing, maintenance, repair of our equipment
- Insurance of building and our contents
- Management, bookkeeping and audit
- Site security out of business hours

6. SERVICES PROVIDED BY THE ATRIUM BUSINESS CENTRE WHICH ARE AVAILABLE AT AN ADDITIONAL MONTHLY CHARGE

At any time during the period when the Licence to Occupy is in existence, for an additional charge, (particulars of which can be made available to the Licensee upon request,) to be paid by the Licensee, to The Atrium Business Centre, the Licensee can request, (without imposing an obligation,) The Atrium Business Centre to

provide the Licensee with one or more of the following additional services:-

- Meeting and conference rooms
- Secretarial services
- Mail handling
- Photocopying
- Catering
- Couriers
- Car parking
- Telecoms
- Datacoms

7. TERMINATION OF THE LICENCE TO OCCUPY

i. Renewal

The Licence to Occupy lasts for the period stated in Schedule 2. At the sole and absolute discretion of The Atrium Business Centre, the Licence to Occupy may be extended, for such further period or periods (or a part thereof,) as The Atrium Business Centre may determine. PROVIDED ALWAYS THAT The Atrium Business Centre reserve the right to review and increase the regular charge at any time after the original term of the Licence to Occupy stated in Schedule 2 has expired.

ii. Immediate Termination

The Atrium Business Centre may terminate this Licence with immediate effect, (by serving the Licensee with written notice,) in the event that the Licensee does not pay the regular monthly charge or the costs of the chargeable services due under this agreement, within 10 days of the date they are due to be paid, (whether demanded or not), or if the Licensee is in breach of any of the other of the terms of the agreement, or becomes insolvent, or subject to insolvency proceedings. In the event that the Licence is terminated, the Licensee will remain responsible for all outstanding obligations he/she may have, including the regular monthly charge for the remainder of the period for which the agreement would have lasted.

iii. On Leaving

When the agreement ends, the Licensee is required to vacate the office space immediately. Any property left at The Atrium Building will be disposed of and any costs of disposal will be borne by the Licensee. The Atrium Business Centre will not owe the Licensee any responsibility for the Licensee's property or the proceeds arising from any sale. In the event that the

Licensee continues to use the accommodation, then the Licensee is liable to The Atrium Business Centre for any loss or liability which The Atrium Business Centre may incur as a result. An extension may be permitted subject to a 20% surcharge on the regular monthly charge at its absolute discretion.

iv. Indemnities

The Licensee will fully and effectually indemnify The Atrium Business Centre in respect of all claims, costs and demands, howsoever arising, made by any third party, whether from the Licensee's use of The Atrium Building or its services or otherwise; and if the Licensee is in breach of the terms of the this Licence to Occupy the Licensee will also be responsible for any costs, (including reasonable legal costs,) incurred in enforcing this agreement.

8. GENERAL PROVISIONS

i. Entire Agreement

The terms of this Agreement constitute the entire agreement between the parties in respect of the Licence to Occupy, and the parties acknowledge that they are not entering into this Agreement in reliance upon any representation, warranty or undertaking which is not contained or referred to in this Agreement.

ii. Severability

The unenforceability of any provision of this Agreement shall not affect the enforceability of all remaining provisions. It is agreed that each obligation under this Agreement is separate and severable and any such unenforceable provision shall be deemed not to be part of this Agreement.

iii. Applicable Law

This Agreement will be construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the English Courts to settle any disputes which may arise in connection with the Agreement.

iv. Legal Advice

Both Parties HEREBY DECLARE AND AFFIRM that they have each been given the opportunity to obtain legal advice on the implications and effect of this Agreement and that they understand the terms and conditions referred to herein and that they wish to be bound by them.

SCHEDULE 1

Agreement Number:

Agreement Date:

LICENSOR'S DETAILS

True Holdings (Dorking) Limited T/A The Atrium Business Centre, Curtis Road, Dorking, Surrey, RH4 1XA.

BANK DETAILS

Natwest, Dean Street Branch

Account No: 82233608

Sort Code: 60-30-03

LICENSEE DETAILS

Company name:	Contact name/title:
Address:	Company Reg No:
Postcode:	
Tel:	Fax:

Invoice address
(if different from above)

Company name:	Contact name/title:
Address:	
Postcode:	
Tel:	Fax:

SCHEDULE 2

The initial Period of the Agreement
(see Schedule 5 below)

Commences	Ends:
-----------	-------

SCHEDULE 3

The number of workstations

The room number(s)

SCHEDULE 4

Regular charge per calendar month + VAT The deposit

<input type="text"/>	<input type="text"/>
----------------------	----------------------

SCHEDULE 5

Additional provisions

<p>SIGNED by or on behalf of the Licensee</p> <p>Company Name</p> <p>The Atrium Business Centre</p>
