

STANDARD LICENCE AGREEMENT

THIS AGREEMENT is made on

2009

BETWEEN:

- (1) **ESL (Cheltenham) Limited** (Company Number 5071078) whose registered office is at Eagle Tower, Montpellier Drive, Cheltenham, Gloucestershire GL50 1TA ('the Owner'); and
- (2) **[LICENSEE NAME]** (Company Number []) whose registered office is at [] ('the Licensee')
- OR
- (2) **[LICENSEE NAME]** of **[ADDRESS]** ('the Licensee')

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

In this agreement the following expressions have the meanings given in this clause.

1.1 'The Accessways'

'The Accessways' means the roads, paths, entrance halls, corridors, lifts and staircases of the Building the use of which is necessary to obtain access to and egress from the Designated Space, or those of them that afford reasonable access and egress thereto and therefrom and that the Owner from time to time in his absolute discretion designates on 7 days notice to the Licensee.

1.2 'The Building'

'The Building' means The Eagle Tower at Montpellier Drive Cheltenham GL50 1TA.

1.3 'The Deposit'

The Deposit means £<>

1.4 'The Designated Hours'

'The Designated Hours' means twenty-four hours a day seven days a week or such other hours as the Owner from time to time in his absolute discretion determines on 14 days notice to the Licensee.

1.5 'The Designated Space'

'The Designated Space' means the area on the <> floor of the Building shown for the purpose of identification only edged red on the plan annexed to this agreement or such other office space within the Building as the Owner may from time to time in his absolute discretion designate on 14 days notice to the Licensee.

1.6 'The Facilities'

'The Facilities' means the toilets and kitchen facilities (if any) provided from time to time by the Owner in the building for use by the Cheltenham Business Village.

1.7 Headings

The clause headings and the table of contents do not form part of this agreement and must not be taken into account in its construction or interpretation.

1.8 'The Licence Fee'

'The Licence Fee' means £<> (exc VAT) a month until and including <> 2009 and thereafter such other amount as the Owner may from time to time determine in his absolute discretion on 28 days notice to the Licensee.

1.9 'The Licence Period'

'The Licence Period' means the period from <> 2009 until the date on which the Licensee's rights under clause 2 are determined in accordance with clause 4.1.

1.10 References to Clauses

Any reference in this agreement to a clause without further designation is to be construed as a reference to the clause of this agreement so numbered.

1.11 'VAT'

'VAT' means value added tax or any other tax of a similar nature.

1.12 'Additional Services'

'Additional Services' means such additional services provided by the Owner from time to time in its absolute discretion for the benefit of the Cheltenham Business Village, which may include the services listed in the Schedule provided that the Owner is not obliged to provide any additional services.

2 THE LICENCE

- 2.1** Subject to clause 3 and clause 4, the Owner gives the Licensee the right, for the Licence Period and during the Designated Hours, in common with the Owner and all others authorised by the Owner so far as is not inconsistent with the rights given, to use the Designated Space for office space, to use the Facilities and to use the Accessways for access to and egress from the Designated Space.
- 2.2** Subject to clause 3 and clause 4, the Owner gives the Licensee the right during the Licence Period to install telecommunications equipment serving the Designated Space to be used in connection with the use of the Designated Space as an office by the Licensee. The Licensee must first obtain the owner's prior written consent.

3 LICENSEE'S UNDERTAKINGS

The Licensee agrees and undertakes as set out in this clause 3.

3.1 Licence Fee and Outgoings

- 3.1.1 The Licensee must pay the Licence Fee, together with any VAT, to the Owner in advance on the first day of each month, without any deduction counterclaim or setoff. The first payment, or a due proportion of it apportioned on a day-to-day basis is to be made on the date of this agreement.
- 3.1.2 The Licensee must pay or indemnify the Owner within 7 days of demand in respect of all charges for telecommunications (including equipment and line rents) incurred by the Licensee and observe and perform all regulations of the supply authorities.
- 3.1.3 The Licensee must pay or indemnify the Owner within 7 days of demand in respect of all charges for any Additional Services used by the Licensee.

3.2 Deposit

The Licensee must pay the Deposit to the Owner as security for the performance and observance of the undertakings contained in this clause 3, to be repayable to the Licensee – less any amount due to the Owner in respect of any non-performance or non-observance by the Licensee – within 28 days of the determination of the Licence Period or such longer period as may be necessary to ascertain any amount

due to the Owner.

3.3 Consent for Chattels

The Licensee must not bring any furniture, equipment, goods or chattels onto the Premises without the consent of the Owner, other than normal office equipment and any computer used by the Licensee.

3.4 Condition of Property

- 3.4.1 The Licensee must keep the Designated Space in no worse a state of repair and condition than it is in at the date of this agreement (fair wear and tear excepted) and must keep the Designated Space clean and tidy and clear of rubbish and leave it in a clean and tidy condition and free of the Licensee's furniture, equipment, goods and chattels at the end of the Licence Period.
- 3.4.2 The Licensee must make good any damage caused to the Designated Space by any act or omission of the Licensee or any person under the Licensee's control.
- 3.4.3 The Licensee must not make any alteration or addition whatsoever to the Designated Space or fit out the Designated Space.

3.5 Accessways

The Licensee must not obstruct the Accessways, or make them dirty or untidy, or leave any rubbish on them.

3.6 Signs and Notices

The Licensee must not display any signs or notices at the Designated Space without the prior written consent of the Owner.

3.7 Nuisance

- 3.7.1 The Licensee must not use the Designated Space, or the Accessways in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property.
- 3.7.2 The Licensee must not use the Designated Space for any illegal or immoral purpose or for any dangerous, noxious, noise or offence trade or business.

3.8 Statutory requirements and insurance

- 3.8.1 The Licensee must not do anything that will or might constitute a breach of any statutory requirement affecting the Building or that will or might wholly or partly vitiate any insurance effected in respect of the Building from time to time or increase the rate of premium payable in respect of any insurance of the Building.
- 3.8.2 The Licensee must comply with every statutory requirement and with the requirements of every authority relating to or affecting the Designated Space for its use or the employment of any one at the Designated Space or any equipment or chattels in the Designated Space.
- 3.8.3 The Licensee must give to the Owner a copy of every notice or order or proposals for a notice or order issued to the Licensee or any occupier of the Designated Space or at the Designated Space immediately on receiving any such notice or order or proposal.

3.9 Indemnity

- 3.9.1 The Licensee must indemnify the Owner, and keep the Owner indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement, any breach of any of the Licensee's

undertakings contained in this clause, or the exercise or purported exercise of any of the rights given in clause 2.

3.9.2 The Licensee must pay all costs and expenses incurred by the Owner incurred in connection with the recovery of arrears of the Licence Fee or in enforcing any of the Licensee's undertakings contained in this agreement.

3.9.3 The Licensee must indemnify the Owner, and keep the Owner indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from any act or omission of the Licensee or any person at the Designated Space or the Accessways or any other part of the Building with the Licensees actual or implied authority.

3.10 Rules and Regulations

The Licensee must observe any reasonable rules and regulations the Owner makes and notifies to the Licensee from time to time, governing the Licensee's use of the Designated Space, the Facilities, the Accessways or any other part of the Building.

3.11 Owner's Costs

The Licensee must pay to the Owner on demand, and indemnify the Owner against, all costs and expenses of professional advisers and agents, including any VAT, incurred by the Owner in connection with the preparation, negotiation and completion of this agreement.

3.12 Owner's Rights

The Licensee must not in any way impede the Owner, or his officers, servants or agents, in the exercise of his rights of possession and control of the Premises and every part of the Premises.

3.13 Use of Designated Space

The Licensee must not use the Designated Space for any purposes other than for offices being a use within subparagraph (a) of Class B1 in the Schedule to the Town and Country Planning (Use Classes) Order 1987.

4 GENERAL

4.1 Determination

The rights granted in clause 2 are to determine without prejudice to the Owner's rights in respect of any breach of the undertakings contained in clause 3: -

- (a) immediately on notice given by the Owner at any time following any breach by the Licensee of his undertakings contained in clause 3 or following any damage to the Building so that the Designated Space is unfit for occupation or use;
- (b) on not less than one months written notice given by the Owner to the Licensee to expire on the last day of a month;
- (c) on not less than one months written notice given by the Licensee to the Owner to expire on the last day of the month and in any case expiring no earlier than the date of three months after the date of this agreement.

4.2 Assignment Prohibited

- 4.2.1 The benefit of this licence is personal to the Licensee and not assignable, and the rights given in clause 2 may only be exercised by the Licensee and his employees.
- 4.2.2 The Licensee may not share occupation of the Designated Space with any person other than his employees.

4.3 Warranty Excluded

The Owner gives no warranty that the Designated Space of the Building are legally or physically fit for the purposes specified in clause 2.

4.4 Liability Excluded

- 4.4.1 The Owner is not to be liable for the death of, or injury to the Licensee or his employees and customers, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by clause 2.
- 4.4.2 The Owner shall not be liable to the Licensee for any interruption in the provision of services where the interruption was caused by any cause beyond the Owners control so long as the owner uses reasonable endeavours to restore the services in question as soon as reasonably practicable.

4.5 Notices

All notices given by either party pursuant to the provisions of this agreement must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery to the other party at his registered office or last known address.

4.6 Licensee's Chattels

The Licensee irrevocably appoints the Owner to be the Licensee's agent to store or dispose of any chattels or items it has fixed to the Designated Space and which have been left by the Licensee on the Designated Space for more than 10 working days after the end of the Licence Period. The Owner will not be liable to the Licensee by reason of that storage or disposal. The Licensee will indemnify the Owner in respect of any claim made by a third party in relation to that storage or disposal.

4.7 VAT

All sums payable by the Licensee are exclusive of any VAT that may be chargeable and the Licensee shall pay VAT in respect of all taxable supplies made to it in connection with this Licence. Every obligation on the Licensee under or in connection with this agreement to pay, refund or to indemnify the Owner or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT chargeable in respect of it.

4.8 Disputes

Any dispute between the Licensee and any other Licensee, tenant or occupier of the Building about any rights in connection with the use of the Designated Space shall be determined by the Owner whose determination shall be conclusive save as to questions of law.

4.9 Declarations

- 4.9.1 This agreement contains the whole agreement between the parties relating to the transaction contemplated by this agreement and supersedes all previous agreements between the parties relating to the transaction.
- 4.9.2 The Licensee acknowledges that in entering into this agreement it is not relied on, nor will have any remedy in respect of, any statement or representation made by or on behalf of the Owner.
- 4.9.3 A person who is not a party to this agreement will not have any rights under or in connection with this agreement by virtual of the contracts, right of Third Parties Act 1999.

THE SCHEDULE

Additional Services

- Broadband
- Telephones
- Photocopying
- Fax services
- Franking of post
- Meeting room hire
- Additional keys
- Replacement Access Cards
- Stationery
- Such other services as the Owner in its absolute discretion may provide

SIGNED for and on behalf of
ESL (Cheltenham) Limited:

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