

Terms and conditions for the short term use of office space

1. Interpretation

The following definitions and rules of interpretation apply to these conditions.

1.1. Definitions:

Booking Confirmation: the email sent from the Council to the Customer confirming the details of the licence to occupy the Property and that the Council can fulfil the request.

Building: the building identified in Schedule 2 or such reduced or extended area as the Council may from time to time designate as comprising the Building.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Council.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Council: Derby City Council, of The Council House, Corporation Street, Derby, DE1 2FS.

Customer: the person or company identified in the booking confirmation.

Designated Hours: between the hours of 9AM to 5PM on each Working Day of the Licence Period

Licence Fee: the amount specified in the Booking Confirmation.

Licence Commencement Date: the date specified in the Booking Confirmation

Licence Period: the period identified in the Booking Confirmation or until the licence is determined in accordance with clause 4, whichever is the earlier (such period not to exceed 10 Working Days).

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: use as offices within Use Class E(g)(i) of the Town and Country Planning (Use Classes) Order 1987 (as it applies in England at the date this licence is granted).

Property: the office identified in Schedule 2 or such other space as allocated to the Customer from time to time under clause 2.2(d).

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax or any equivalent tax chargeable in the UK.

Working Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.8. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9. A reference to **writing** or **written** excludes fax but not e-mail.
- 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11. References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13. Unless expressly provided otherwise, the obligations and liabilities of the Customer under this licence are joint and several.
- 1.14. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to occupy

- 2.1. Subject to clause 3 and clause 4, the Council permits the Customer to occupy the Property for the Permitted Use for the Licence Period during the Designated Hours in common with the Council and all others authorised by the Council (so far as is not inconsistent with the rights given to the Customer to use the Property for the Permitted Use) together with the rights mentioned in the Schedule 1.
- 2.2. The Customer acknowledges that:
 - a. the Customer shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Council and the Customer by this licence;
 - b. the Council retains control, possession and management of the Property and the Customer has no right to exclude the Council or any other person from the Property;
 - c. the Customer shall not have exclusive or sole occupation of the Property and may be required to share the Property with other Customers who the Council has extended the same rights to;
 - d. the licence to occupy granted by this agreement is personal to the Customer and is not assignable and the rights given in clause 2 may only be exercised by the Customer and its employees; and
 - e. without prejudice to its rights under clause 4, the Council shall be entitled at any time to require the Customer to transfer to alternative space elsewhere within the Building and the Customer shall comply with such requirement.

3. Customer's obligations

The Customer agrees and undertakes:

- a. to pay:
 - i. to the Council the whole Licence Fee in advance prior to the Licence Commencement Date together with such VAT as may be chargeable on the Licence Fee;
 - b. to keep the Property clean, tidy and clear of rubbish;
 - c. not to use the Property other than for the Permitted Use;
 - d. to abide by the Connect Derby building occupation policy;
 - e. not to make any alteration or addition whatsoever to the Property;
 - f. not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in the Building without the prior written consent of the Council;
 - g. not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council [or to tenants or occupiers of the Building or any owner or occupier of neighbouring property];
 - h. not to cause or permit to be caused any damage to:
 - i. the Property, Building or any neighbouring

- property; or
- ii. any property of the owners or occupiers of the Property, Building or any neighbouring property;
- i. not to interfere with our cause a nuisance to any other person who is also in occupation of the Property;
- j. to notify the Council of the number of and names of any individual employees intending to exercise the right to occupy the Property granted at clause 2 prior to the Licence Commencement Date and to acknowledge that the Council may require that fewer individual employees exercise such size due to room capacity;
- k. not to bring more than the number of employees notified to the Council (or where the Council has indicated that they require fewer individual, the amount indicated by the Council) in accordance with clause 3(i) to the Property or to allow them to exercise the rights granted at clause 2;
- l. (not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- m. not to apply for any planning permission in respect of the Property;
- n. not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Council in respect of the Property and Building from time to time;
- o. to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- p. to observe any rules and regulations the Council makes and notifies to the Customer from time to time governing the Customer's use of the Property and the Common Parts;
- q. to leave the Property in a clean and tidy condition and to remove the Customer's furniture equipment and goods from the Property at the end of the Licence Period;
- r. to indemnify the Council and keep the Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - i. this licence;
 - ii. any breach of the Customer's undertakings contained in clause 3; and/or
 - iii. the exercise of any rights given in clause 2;
- s. to pay to the Council interest on the Licence Fee or other payments at the rate of 4% per cent per annum above the base rate of the Bank of England from time to time calculated on a daily basis from the due date until payment if the Customer shall fail to pay the Licence Fee or any other payments due under this licence within 14 days of the due date (whether formally demanded or not).
- t. to pay to the Council the sum of £100+VAT per day per person that the Customer has occupy the Property above the amounts detailed at clauses 3(i) and (j)

4. Cancellation

- 4.1. At any time prior to the Licence Commencement Date, the Customer may cancel this licence via email to lettings@connectderby.co.uk.
- 4.2. The parties agree and acknowledge that the Customer's cancellation of this licence shall not be effective until accepted in writing by the Council.
- 4.3. If the licence is cancelled under this clause 4, the Council reserves the right to retain the Licence Fee already paid. The amount of the Licence Fee retained shall be:

Time of Cancellation	Amount of Licence Fee refundable
More than 5 Working Days before the Licence Commencement Date	100% of the Licence Fee will be refundable
5 or fewer Working Days before the Licence Commencement Date	0% of the Licence Fee will be refundable

4.4. Notwithstanding clause 4.3, the Council reserves the right to invoice the Customer for the value of any costs or charges the Council incurs as a result of the cancellation of this Licence.

5. Termination

5.1. This licence shall end on the earliest of:

- (a) the end of the Licence Period; and
- (b) the Council giving notice to the Customer that the licence is to be brought to an end as the result of a breach of any of the Customer's obligations contained in clause 3.

5.2. Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6. Notices

6.1. Any notice given to a party under or in connection with this licence shall be in writing and shall be given by hand or by email.

6.2. If a notice complies with the criteria in clause 5.1, it shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is given to the customer; or
- b. if sent by email, at the time of transmission, or if this time falls outside the hours of 9AM to 5PM in the place of receipt, at 9AM the next day.

6.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6.4. A notice given under this licence is not valid if sent by fax.

7. No warranties for use or condition

7.1. The Council gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

7.2. The Council gives no warranty that the Property is physically fit for the purposes specified in clause 2.

7.3. The Customer acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Council before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.

7.4. Nothing in this clause shall limit or exclude any liability for fraud.

8. Limitation of Council's liability

8.1. Subject to clause 8.2, the Council is not liable for:

- a. the death of, or injury to the Customer, its employees, Councils or invitees to the Property; or
- b. damage to any property of the Customer or that of the Customer's employees, Councils or other invitees to the Property; or
- c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Customer or the Customer's employees, Councils or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

8.2. Nothing in clause 8.1 shall limit or exclude the Council's liability for:

- a. death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or
- b. any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

9. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. Governing law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

Schedule 1 Rights granted to Customer

1. The right for the Customer to use during the Designated Hours:
2. Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Council for such purpose.
3. The Service Media serving the Property.

Schedule 2 Building and Property

Property: Office 5
Building: Friar Gate Studios
Address: Friar Gate Studios
Ford Street,
Derby, DE1 1EE
Telephone: 01332 258300