

THE PARAMOUNT

BUSINESS CENTRE

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THE PARAMOUNT OCCUPATION AGREEMENT

COMPANY NAME:

START DATE:

CONTRACT RENEWAL DATE:

SUITE:

LICENCE TO OCCUPY

This Agreement is made between True Holdings (Dorking) Limited, trading as The Paramount Business Centre ("The Paramount") 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

i. Initial Term

For an initial term set out in Schedule 2, (which may be extended pursuant to paragraph 1.ii below,) the Licensee acquires the right to share with The Paramount Business Centre, the use of The Paramount Building ("the Property") and to receive services from The Paramount, 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 Paramount those services referred to in Schedule 5 below.

ii. Renewal

The Licence to Occupy lasts for the period stated in **Schedule 2**. At the sole and absolute discretion of The Paramount, the Licence to Occupy may be extended, for such further period or periods (or a part thereof,) as The Paramount may determine. PROVIDED ALWAYS THAT The Paramount 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.

2. LICENCE NOT LEASE

(i) This Agreement does not give the Licensee any estate, right or interest in the property, 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 Paramount from legal possession of the 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 Paramount 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 Paramount reserves the right to withhold services, and deny the Licensee access to the premises.

vii. Business rates

If requested by The Paramount, the Licensee will properly apply for the relief of business rates by registering with Runnymede Borough Council under the small business rate relief scheme.

4. USING THE PARAMOUNT BUSINESS CENTRE

i. Inventory

The Paramount 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 Paramount.

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 property, 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 property 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 Paramount, which it may refuse at its absolute discretion.

v. House Rules

The Licensee must comply with the house rules and regulations which The Paramount 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 property (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 Paramount or others; or interfere with the use of the property or cause The Paramount or others loss or damage.

vii. Insurance

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

viii. Access

The Licensee will have access to the property 24 hours a day, 7 days a week unless unable to do so due to circumstances beyond the Licensor's control. The Paramount 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 Paramount 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 Paramount, (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 Paramount 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 Paramount'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 Paramount will use reasonable endeavours to restore any such services as soon as practicable.

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

The Paramount 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 PARAMOUNT 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 Paramount, the Licensee can request, (without imposing an obligation,) The Paramount 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
- Datacom's

7. TERMINATION OF THE LICENCE TO OCCUPY

i. Termination

The Paramount 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. Further, in the event the Property should ever be sold, The Paramount will provide the Licensee with a period of three months' notice of termination during which time the Licensee will remain responsible for all its outstanding obligations as above.

ii. On Leaving

When the agreement ends, the Licensee is required to vacate the office space immediately. Any belongings left at the property will be disposed of and any costs of disposal will be borne by the Licensee. The Paramount 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 Paramount for any loss or liability which The Paramount may incur as a result. An extension may be permitted subject to a 20% surcharge on the regular monthly charge at its absolute discretion.

iii. Indemnities

The Licensee will fully and effectually indemnify The Paramount in respect of all claims, costs and demands, howsoever arising, made by any third party, whether from the Licensee's use of the property 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.

iv. Deposit deductions

At the end of tenancy there will be a minimum amount taken to cover the basic cost of preparing the office for a new incumbent client company. This amount is

based on a rate per square foot and multiplied over the total office square foot area. This deduction covers the basic minimum cost to redecorate the wall surfaces, to professionally clean the office carpet and to professionally deep clean the office. This calculation is as follows:

The charge per square foot is currently £15 per square foot (ex VAT).

Example: Office of 135 Sqft (a typical 2 desk office) x £15 psf charge / 12 (months in the year) = £168.75 (ex VAT).

This charge covers the above mentioned areas of minimal preparation to re let the space, on this sized office example.

In addition any damages deemed beyond fair wear and tear will be charged at cost plus 20% to account for labour and administration time to repair / replace the damaged fabric or contents of the office space.

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.

iii. 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: 0000

Agreement Date: 2017

LICENSOR'S DETAILS

True Holdings (Dorking) Limited T/A The Paramount Business Centre, Delta Way, Egham,
Surrey, TW20 8RX

BANK DETAILS

Account No: 82233608

NatWest, Dean Street Branch

Sort Code: 60-30-03

LICENSEE DETAILS

Company name:	Contact name/title:
Address:	Company Reg No: Sole trader Yes/No
Postcode:	

Invoice address (if different from above)

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

SCHEDULE 2

Period of the Agreement (see Schedule 5 below)

Commences: 2017	Ends: 2018
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SCHEDULE 3

The number of workstations

The room number(s)

SCHEDULE 4

Regular charge per calendar month ex VAT The deposit (VAT exempt)

£	£
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SCHEDULE 5

Additional provisions

Suite No

Car parking –

Superfast Broadband + Polycom HD VoiP Handset – unlimited access at £49.98 pcm x 1 user.

All calls are charged at standard BT business rates.

3 hrs boardroom use pcm, this does not carry over

Signed by or on behalf of the Licensee	Signed by or on behalf of the Licensor
COMPANY NAME	THE PARAMOUNT BUSINESS CENTRE
Director Name:	David Prior p.p. Louise Scullion
DATE: _____2017	DATE: _____2017
Signed: _____	Signed: _____