

**DATED**

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**LICENCE TO OCCUPY OFFICE ROOM**

**RELATING TO THE AREA KNOWN AS**

**4 NORTHGATE, CHICHESTER, WEST SUSSEX, PO19 1BA**

**BETWEEN**

**WORKSPACE NORTHGATE LIMITED**

**AND**

**MARCO POLO INTERCONTINENTAL LIMITED**



SETFORDS SOLICITORS  
14 HAYDON PLACE  
GUILDFORD  
GU1 4LL

REF:DR/M396/1

**THIS LICENCE** is dated

## **PARTIES**

- (1) **WORKSPACE NORTHGATE LIMITED** incorporated and registered in England and Wales with company number 07874565 whose registered office is at 55 West Street Chichester West Sussex PO19 1RP (**Licensor**).
- (2) **TAI NING GRAYSON, MARCO POLO INTERCONTINENTAL LIMITED** incorporated and registered in England and Wales with company number        whose registered office is at        (**Licensee**).

## **AGREED TERMS**

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Building:** all that land and buildings known as 4 Northgate Chichester West Sussex PO19 1BA.

**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 Licensor.

**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.

**Deposit:** 2 months Licence Fee **£750**.

**Licence Fee:** the amount of **£375 per month until 31 December 2012** rising to **£500 per month until 31 December 2013**

**Licence Fee Commencement Date:** **1<sup>st</sup> August 2012**.

**Licence Period:** the period from and including the Licence Fee Commencement Date until the date on which this licence is determined in accordance with clause 4.

**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:** Offices within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this licence is granted.

**Property:** First Floor office Numbered F1 contained within the Building.

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

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 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 agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. LICENCE TO OCCUPY**

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights

given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the schedule.

2.2 The Licensee acknowledges that:

- (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;
- (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
- (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and

**3. LICENSEE'S OBLIGATIONS**

The Licensee agrees and undertakes:

- (a) to pay:
  - (i) to the Licensor the Licence Fee by standing order to an account as designated from time to time by the Licensor and payable without any deduction in advance on the first day of each month and proportionately for any period of less than a month the first such payment being for the period from the Licence Fee Commencement Date to the end of the month following such date together with such VAT as may be payable on the Licence Fee; and
  - (ii) to the Licensor the Deposit upon the signing of this Licence;
  - (iii) to the relevant suppliers all costs in connection with the supply of telecommunications and data services to or from the Property;
  - (iv) to the Licensor the reasonable charges for the use by the Licensee of the meeting room facilities within the Building;
- (b) to keep the Property clean, tidy and clear of rubbish;
- (c) to obtain and maintain its own public and private liability insurance plus sufficient cover for all of its affects in the Property;
- (d) not to use the Property other than for the Permitted Use;
- (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 Licensor;
- (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) damage, annoyance, inconvenience or disturbance to the Licensor or to tenants or

occupiers of the Building or any owner or occupier of neighbouring property;

- (h) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (i) not to apply for any planning permission in respect of the Property;
- (j) 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 Licensor in respect of the Property and Building from time to time;
- (k) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- (l) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- (m) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property and return the keys at the end of the Licence Period;
- (n) to indemnify the Licensor and keep the Licensor 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 Licensee's undertakings contained in clause 3; and/or
- (o) the exercise of any rights given in clause 2; and
- (p) to pay to the Licensor interest on the Licence Fee or other payments at the rate of 4 per cent per annum above the base rate of Royal Bank of Scotland from time to time calculated on a daily basis from the due date until payment if the Licensee 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).

#### **4. TERMINATION**

4.1 The licence to occupy granted by this agreement shall end on the earliest of:

- (a) 12 months from and including the Licence Fee Commencement Date;
- (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.

- (c) the expiry of not less than 2 months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.

4.2 Subject to any deduction of any monies owed by the Licensee to the Licensor in accordance with the terms of this Licence the Licensor shall return the Deposit monies to the Licensee.

4.3 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this agreement.

## **5. NOTICES**

5.1 Any notice required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

- (a) to the Licensor at: 4 Northgate, Chichester, West Sussex, PO19 1BA and marked for the attention of Mark Adams.
- (b) to the Licensee at: Office [ ] and marked for the attention of [ ].  
or as otherwise specified by the relevant party by notice in writing to each other party.

5.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

5.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

5.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **6. NO WARRANTIES FOR USE OR CONDITION**

6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

- 6.2 The Licensors give no warranty that the Property is physically fit for the purposes specified in clause 2.

## **7. LIMITATION OF LICENSOR'S LIABILITY**

- 7.1 Subject to clause 7.2, the Licensors are not liable for:
- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
  - (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
  - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
- 7.2 Nothing in clause 7.1 shall limit or exclude the Licensors' liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the Licensors or its employees or agents; or
  - (b) any matter in respect of which it would be unlawful for the Licensors to exclude or restrict liability.

## **8. RIGHTS OF THIRD PARTIES**

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.

## **9. GOVERNING LAW AND JURISDICTION**

- 9.1 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.
- 9.2 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).

This licence has been entered into on the date stated at the beginning of it

### **Schedule: Rights granted to Licensee**

1. The right for the Licensee to use:
  - 1.1 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 Licensor for such purpose.
  - 1.2 The Service Media serving the Property.
  - 1.3 The Kitchen and Toilet as shall be designated by the Licensor for such use in common with other tenants or occupiers within the Building.
  - 1.4 The meeting room facility as designated by the Licensor for such use in common with other tenants or occupiers within the Building and subject to payment of the charges as set out in clause 3(a)(iv).

Signed by  
for and on behalf of **WORKSPACE  
NORTHGATE LIMITED**  
Signed by  
for and on behalf of **MARCO POLO  
INTERCONTINENTAL LIMITED**

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Director  
  
.....  
Director