

Licence Agreement



1. THE LICENSOR: NORTH CITY BUSINESS CENTRE
2 Duncairn Gardens, Belfast, BT15 2GG
2. THE LICENSEE:
3. THE LICENCE FEE of per month
payable monthly in advance, by bankers order, inclusive of VAT.
4. THE DEPOSIT of £ (equivalent to 3 months licence fee) payable
immediately upon the signing hereof.
5. ALLOCATED PREMISES: Unit , North City Business Centre,
being an area of square feet.
6. LICENEES OCCUPATION OF PREMISES TO COMMENCE ON:
1st day of 200x.
7. USE OF ALLOCATED PREMISES:
8. a. In consideration of the Licensee paying to the Licensor the Licence fee the
Licensor hereby permits the Licensee to occupy the allocated premises until
the Licence is terminated by either party giving the other three full calendar
months notice in writing.

b. This Agreement incorporates the terms and conditions printed overleaf
which are intended to apply to the Licence throughout the term of the Licence
or any extension or renewal thereof and the execution by the Licensee of this
Agreement is to be taken as acceptance and acknowledgement thereof.

Dated this day of 200x

SIGNED on behalf of the
LICENSOR in the presence
of: -

SIGNED by the LICENSEE in the

presence of: -

TERMS AND CONDITIONS

1.
 - (a.) The Licence fee shall be paid by the Licensee in the manner specified to the Licensors bank account at Ulster Bank, York Street, Account No. 13528060 until the date of termination of this agreement by either party according to the terms of the Agreement.
 - (b.) This Agreement can be terminated at any time by either party hereto giving to the other three calendar months notice in writing.
 - (c.) The Licence fee shall be increased during each succeeding period of one year by the percentage by which the Retail Price Index as maintained by the Department of Trade and Industry increased over the amount of the said Index for the twelve months last past preceding the 1st day of January before such review. Provided however that after two years the Licensor shall be entitled to progressively increase the Licence fee, where appropriate, to the then prevailing market rent for the allocated premises as determined by the Licensors surveyor and valuer.
 - (d.) In the event of non-payment of the licence fee or the bankruptcy or liquidation of the Licensee then the Licensor may forthwith exclude the Licensee from the centre in which the allocated premises are located save for the purposes of removing all the Licensees property from the allocated premises and the centre which shall be done within 48 days of notice of exclusion to the Licensee after which period the Licensees property may be placed by the Licensor in store at the expense and risk of the Licensee and no property shall be moved from the premises after notice of the exclusion has been served until such sum as is due to the Licensee is fully paid by the Licensee.
2.
 - (a.) In the event of the Licensee not executing the Licence through no fault of the Licensor then any deposit paid by the Licensee shall be retained as liquidated damages by the Licensor and no refund shall be made or sought.
 - (b.) The deposit paid by the Licensee shall be returned to the Licence without interest within four weeks of the termination of the Licensees right to occupy the premises less the cost of making good any unkept obligations on the Licensees part.
3. The Licensee shall during subsistence of this Licence (and also where applicable after the termination or expiry hereof) at all times perform and observe the following obligations and conditions: -
 - (i) To pay all rates, taxes, duties, charges, assessments, outgoings, and impositions whatsoever whether parliamentary, parochial, municipal, local or any other description which are now or which may at any time

be assessed, charged or imposed in respect of the premises or at any part thereof or upon the owner or occupier in respect thereof.

- (ii) To pay all gas, electricity, water and other services of whatsoever nature consumed or used on the premises.
- (iii) The Licensee shall be responsible for all the public and employers liability insurance in respect of the allocated premises and shall produce evidence to the Licensor of such insurance at the commencement of the Licence and shall keep the Licensor indemnified in respect of any injury or death of any person or damage to any property and from all proceedings costs, claims and demands of whatsoever nature in respect of any such liability or alleged liability.
- (iv) The Licensee shall pay to the Licensor by way of a service charge monthly in advance the charges made by the Licensor for the following: -
 - (a.) A contribution towards the cost of communal lighting and heating in which the allocated premises are located and any other communal services provided by the Licensor within the centre including any services provided or commissioned by the Licensor for the sanitary upkeep of the centre and the general maintenance and security thereof.
 - (b.) A contribution towards the cost of insuring the centre in which the premises are located against fire.
 - (c.) Any charge made by the Licensor under the Clause shall be assessed on the basis of the area occupied by the Licensee in respect of the allocated premises.
 - (d.) Any charge made by the Licensor in respect of this Clause must be paid monthly in advance by the Licensee for the month in which the demand is made.
- (v) To use the allocated premises solely for the purpose specified at clause 7 above and not to use for any other purpose whatsoever other than that approved by the Licensor in writing such consent not to be unreasonably withheld.
- (vi) Not to affix any sign placard or advertisement to the unit without the consent of the Licensor and to remove the same on termination of the License and make good all damages caused.

- (vii) The Licensee shall be held responsible for all costs in fitting out the said allocated premises, having the electrical installation checked by an approved contractor and compliance with the Electricity at Work (Northern Ireland) Regulations 1991 or subsequent regulations. The Licensee shall not make any alteration to the same without the Licensors previous written consent, such consent not to be unreasonably withheld and the Licensee shall be responsible for the costs and expenses involved in making such alterations.
- (viii) To comply with all statutory regulations and requirements affecting the Licensees use of the allocated premises or the conduct of user and in addition to observe the regulations from time to time made by the company to the regulation of the use of the building and notified to the Licensee.
- (ix) Upon termination of the Licensees right to occupy the allocated premises to leave the premises secured and clean to the Licensors satisfaction and to remove all the Licensees property from the allocated premises and to bear the cost incurred by the Licensor in making good any damage caused in the course of such removal.
- (x) To comply immediately with any advice or instruction relating to fire risk or security improvements as may from time to time be advised by the Licensor. The Licensee must install a selection of suitable Fire Extinguishing Appliances in the premises in accordance with the hazards present and to service and maintain these at least annually in accordance with current legislation and standards.
- (xi) Not without the previous consent in writing of the Licensor to hold or permit to be held upon the allocated premises any sale by public meeting or public entertainment.
- (xii) Not to store upon the allocated premises or any part thereof any inflammable goods, liquids or gases or any goods, liquids or gases which may by reason of their smell or for any reason shall or may be of or become a nuisance or annoyance to the Licensor, any other occupants of the Centre in which the premises are situate or to any other person.
- (xiii) Not to block up drain, obstruct or obscure any doorways, passage, window, light, grating or opening to the allocated premises or to the Licensor or any other occupant of the centre in which the allocated premises are situate or to bring and deposit upon any part of the centre or allow to remain in any of the doorways, passages, staircases, or landings of the premises any goods, packages, packing cases or other object or thing of any kind.

- (xiv) To repair and to keep during the Licence period the whole of the interior of the said premises including walls, ceilings, floors, all doors, locks, bolts, sashes, casements and windows and glass in the windows and doors and the other lights and electrical wiring in the premises and all fixtures and fittings and the authorised additions to the premises the property of the Licensor in good repair and condition and to report any wants of repair and defects to the Licensor and also to clean the windows of the premises at least once a month.
- (xv) To pay the Licensor the charge for the telephone rental, if provided, and the cost of all calls made by the Licensee as ascertained by the Licensor and notified to the Licensee.
- (xvi) To take all reasonable precautions to secure their premises and comply with the Licensors security procedures and any reasonable requests from the Licensor from time to time for improving or maintaining the security of the premises.
- (xvii) To permit the Licensor or any person authorised by it or from time to time to enter into the allocated premises and to inspect it to ensure that all provisions of the Licence are being faithfully kept, observed and performed and to remedy within one week any defects that are notified by the Licensor or its agents to the Licensee and if the defects are not remedied within that period to immediately pay the Licensor the cost incurred in carrying out the necessary work to comply with the provisions of the Licence.
- (xviii) Not to use the allocated premises or any part thereof for illegal or immoral purposes not for any noisy noisome offensive or dangerous trade profession business or occupation and not to do or permit to do any act matter or thing whatsoever which may be or become an annoyance, nuisance or disturbance to the Licensor or to any of the occupants of the centre in which the premises are situate or to owners or occupiers of any property in the neighbourhood or which may injure or tend to injure the premises or which may diminish the value of or the building of which the premises form part or of any adjoining premises or building or whereby the Licensor may be prevented from insuring the premises or any other adjoining or contiguous building or the contents thereof.

- (xix) Not to damage any part of the buildings, roads and approaches and the car parking areas and to bear the cost incurred by the Licensor in making good any damage caused by the Licensee or any employee or agent of the Licensee.
- (xx) Not to discharge any effluent into the drains except storm water or into sewers except water and soil and not to allow lavatories in the centre to be used in an improper manner or become blocked and to pay to the Licensor any costs incurred in cleaning any blockage.
- (xxi) To comply with all statutory requirements affecting the Property or the licensee's use of it.
- (xxii) Without prejudice to the generality of the foregoing not to use or permit the Property to be used (a.) for the carrying on of any retail trade or business whatsoever; (b) for the carrying on of the business of a licensed victualler; retailer of beer, wine or spirits, restaurant keeper or caterer; (c) for the purpose of a Club, place of amusement, theatre or entertainment; (d) for the purpose of a dwelling house, (e) without the Licensor's consent for any purpose directly or indirectly in competition with any other Licensee of the estate.
- (xxiii) Not to park any vehicles on the estate except in car parks as directed by the Licensor and not at any time to cause any damage to or obstruction in such parts of the Estate as are used by the Licensor or any other persons similarly entitled and in particular but without prejudice to the generality of the foregoing provision to make adequate arrangements for the frequent removal from the Estate of all trade refuse.
- (xxiv) The Agreement is to be retained by the Licensor with a photocopy thereof to be supplied to the Licensee.

4 The Licensor shall during the subsistence of the Licence observe the following obligations and condictions: -

- (a.) To keep the area in no worse state of repair than it is now in.
- (b.) To provide such common security services as may from time to time be considered necessary.
- (c.) To carry such fire insurance on the building as may be necessary.
- (d.) To keep functional and in a clean condition the common toilets and washing facilities on the centre.

5 The structure and permanent fixtures of the allocated space are and shall at all time remain the sole property of the Licensor.

- 6 In the event of the Licence fee or any sums of money payable under the terms of the Licence remaining unpaid for a period of fourteen days from the date when the same shall be due the Licensee shall pay interest to the Licensor of the amount outstanding at the rate of 8% per annum above the basic rate of Ulster Bank Limited from time to time in force.
- 7 Any notices demands or other written communication required to be made to the Licensee will be deemed to be properly served if addressed to the Licensee and delivered to the allocated unit.
- 8 The rights granted to the licensee are personal to him and are not assignable and it is expressly agreed between the parties that this Licence creates no tenancy or Lease whatsoever between parties.