



<b>You must pay us today a Deposit as security for the payment by You of the Monthly Payment and in respect of Your breach of any of the terms and conditions of this Licence. The amount of the Deposit is</b>	<b>£</b>
<b>We agree that the provisions of Section 24-28 inclusive of the 1954 Act shall be excluded in relation to this agreement</b>	
<b>The ECC Notice was served on You on</b>	
<b>If You are a company or a partnership you have authorised the following person to sign the Declaration</b>	
<b>Your Declaration was made on</b>	
<b>Signed on behalf of ECC</b>	
<b>Signed by You or by an authorised person on Your behalf</b>	

## **CONDITIONS**

### **Your obligations**

1. You agree:
  - 1.1 to pay direct to the Local Authority all business rates that relate to the Unit.
  - 1.2 to keep the Unit in a clean and tidy condition and not to cause any damage to the Unit and to leave it in such a condition at the end of the Licence Period.
  - 1.3 not to make any alterations to the Unit or install any fixtures or fittings.
  - 1.4 not to do anything which will cause any part of the Enterprise Centre to become untidy or dirty.
  - 1.5 not to cause or allow a nuisance or annoyance at the Unit or any part of the Enterprise Centre.
  - 1.6 to comply with all laws relating to the occupation and use of the Unit.
  - 1.7 to observe any regulations that ECC may from time to time impose on the occupiers of the Enterprise Centre;
  - 1.8 to comply with ECC's requirements in relation to loading and unloading and bringing of goods into the Unit.
  - 1.9 to obtain ECC's consent in writing before putting up any signs. You must remove all your signs at the end of the Licence Period.
  - 1.10 to be responsible for security of the Unit and to lock up the Unit after use and to comply with ECC's security arrangements for the Enterprise Centre;
  - 1.11 not to store or install any specially hazardous substances or machinery in the Unit;
  - 1.12 to pay interest at five percent above the published base rate of the Lloyds TSB Bank plc on any Monthly Payment which is paid after the Payment Date.

1.13 to comply with the reasonable requirements of any travel plan agreed between ECC and Surrey County Council and made pursuant to the relevant planning permission for the Enterprise Centre.

1.14 Not to deposit more than 100 litres of rubbish per week in the communal rubbish bins provided by ECC (and not to deposit any hazardous waste).

### **ECC obligations**

2. ECC agrees:

- 2.1 To be responsible for all external and structural repairs to the Unit and the parking spaces and common parts of the Enterprise Centre.
- 2.2 To insure and keep the Unit insured and pay all premiums for such insurance.
- 2.3 To provide a supply of water and heating or cooling for the Unit at its own cost during normal business hours. ECC shall be under no liability if there is any failure to provide water, heating or cooling for reasons beyond its reasonable control.

### **3. General**

- 3.1 This Licence is personal to You and shall not be capable of being assigned under-licensed shared or otherwise disposed of and only You may use the Unit.
- 3.2 This Licence will end immediately if ECC gives You notice that You have broken any of your obligations in this Licence; (without affecting ECC's rights against you in relation to any previous breach)

- 3.3 Any notices to be served under this Licence shall be served by recorded delivery post or first class post in the case of service on ECC to the address specified in this Licence (unless we shall designate some alternative address to You in writing) and in the case of service on You to the Unit.
- 3.4 In the event of the Unit being destroyed or damaged from any cause so as to be unfit for the use authorised by this Licence the following provisions shall have effect:
  - 3.4.1 ECC may in its absolute discretion either reinstate the Unit, or revoke this Licence by notice in writing and
  - 3.4.2 Unless the damage or destruction is the result of Your act or default or of any person in the Unit by Your consent (express or implied), the Licence Fee shall be suspended until either the Unit is repaired or reinstated fit for use or this Licence is revoked.
- 3.5 Where You or the Guarantor are two or more individuals, obligations expressed or implied are deemed to be made by You and the Guarantors jointly and severally.
- 3.6 Any obligation to pay money refers to a sum exclusive of Value Added Tax and any VAT charged on it is payable in addition.
4. **Definitions:**
  - 4.1 In this Licence, the words below have the following meanings:
    - 4.1.1 1954 Act means Part II of the Landlord and Tenant Act 1954.
    - 4.1.2 Order means The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
    - 4.1.3 ECC Notice means a notice under pursuant to Section 38 A(3)(a) of the 1954 Act
    - 4.1.4 Declaration means a declaration or statutory declaration under either Paragraph 3 or 4 of Schedule 2 of the Order
  5. The Guarantor agrees and undertakes with ECC that if at any time during the continuance of this Licence You shall make default in payment of the Monthly Payment or in observing or performing any of the agreements and undertakings on Your part in this Licence, the Guarantor will pay the Monthly Payment and observe and perform the agreements and undertakings in respect of which You shall be in default notwithstanding:
    - 5.1 any time or indulgence granted by ECC to You or any neglect or forbearance of ECC in enforcing the payment of the Monthly Payment or the observance or performance of the agreements and undertakings, or any refusal by ECC to accept any sum tendered by You or on Your behalf at a time when ECC was entitled to revoke this Licence
    - 5.2 that the terms of this Licence may have been varied by agreement between the parties
    - 5.3 any other act or thing whereby but for this provision the Guarantors would have been released