Ore Valley Community Initiatives LIMITED SERVICED OFFICE ACCOMMODATION BUSINESS CENTRE, LOCHGELLY LICENCE TO OCCUPY AGREEMENT

Licensor ("Ore Valley Community Initiatives")	Ore Valley Community Initiatives, a Company incorporated under the Companies Act (Registered Number SC243668) and having its Registered Office at 114-116 Station Road, Cardenden, Lochgelly, Fife, KY5 0BW.
Licensee ("you")	A N Other
Company details	Unit X Ore Valley Business Centre 93 Main Street Lochgelly KY5 9AF
	[] Sole Trader[] Partnership[] Limited CompanyCompany Registration Number
	xxxxx
Use of the Unit	Business office
Description of Unit	Unit x, Ore Valley Business Centre
Licence Period	Rolling
Commencement Date	
Licenced Purpose	N/A
Licence Fee	£ XXX per month plus VAT
Deposit	N/A
You confirm that you have read and understood this Licence to Occupy Agreement (including the Terms & Conditions below) and agree to be bound by them.	
Licensor's signature: Date:-	
Your signature:	Date:
Print name:-	

Terms and Conditions

1. Use of Unit

You must not use the unit for any purpose other than the stated "Use of the Unit" being a Class 4 use contained within the Schedule to the Town and Country Planning (Use Classes) (Scotland) Order 1997. The nature of your business must be acceptable to Ore Valley Community Initiatives.

You must only use the unit for the agreed purpose between the hours of 9.00am and 5.00pm Monday to Friday and such other reasonable times as Ore Valley Community Initiatives may agree to.

You will be bound to keep the unit in no worse a state of repair and condition than it is at the commencement date of this agreement (save as provided below), fair wear and tear accepted, all to the reasonable satisfaction of Ore Valley Community Initiatives. You must keep the unit in a neat and tidy condition and clear of rubbish at all times.

You must make good any damage caused to the unit during the licence period, save as provided below.

You are not obliged to make good any damage caused by any event which would be indemnified against by a buildings insurance policy covering normal, commercial risks and that whether or not Ore Valley Community Initiatives has taken out such a policy in respect of the unit or any property of which it forms part.

You are not obliged to make good any damage caused by any event which is indemnified against by a buildings insurance policy Ore Valley Community Initiatives has taken out.

You must not make any alterations or additions whatsoever to the unit without the prior consent of Ore Valley Community Initiatives.

2. <u>Facilities</u>

You can use the services included in your Licence Fee together with the shared facilities Ore Valley Community Initiatives may provide from time to time, all of which are detailed in Parts I and II of the schedule annexed.

3. Payments

A Licence fee of £XXX will be paid together with VAT thereon from the date of commencement and monthly thereafter in advance on the first day of each month by standing order to such account as Ore Valley Community Initiatives may specify or by any such other method as Ore Valley Community Initiatives may direct.

The deposit will be retained by Ore Valley Community Initiatives for the Licence period and from that Ore Valley Community Initiatives may deduct any amount due to them in respect of any non-observance or non-performance of this Licence, including any costs to repair damage caused by you. The deposit shall be returned to you within 28 days of the end of the Licence period.

4. Nuisance & Prohibited Acts

You must not cause any nuisance or damage to other users or to adjoining or neighbouring units or properties.

You must not knowingly bring or permit to be brought into the unit and or premises any article or thing which is or may become dangerous, offensive, radioactive or explosive and not to carry on or do or permit to be carried on or done therein any hazardous trade or act in consequence of which Ore Valley Community Initiatives would be prevented from insuring the premises.

5. <u>Licensor's Rights</u>

The Licensor reserves the rights to change your unit to another of similar size and type (or larger), giving you no less than 28 days notice prior to any change.

6. <u>Determination of Licence</u>

This Licence will endure for the Licence period agreed at the commencement date and should you wish to extend this period then a new Licence agreement will be required to be entered into between you and Ore Valley Community Initiatives.

If you wish to end this Licence before the end of the Licence period then you may do so by giving Ore Valley Community Initiatives no less than 4 weeks notice of your intention to do so.

Ore Valley Community Initiatives may end this Licence immediately at any time and for any reason they may see fit, provided they give at least 4 weeks prior written notice of their intention to do so.

7. Statutory Requirements & Insurance

You must not do anything that will or might constitute a breach of any statutory requirement affecting the unit or any other part of the building or that will or might wholly or partly vitiate any insurance policy or increase the rate of premium payable in respect of any insurance of the unit or any other part of the building.

8. Indemnity

You must pay all proper and reasonable costs and expenses incurred by Ore Valley Community Initiatives in connection with the recovery of arrears of the Licence Fee or in enforcing any of the obligations contained in this agreement.

You must indemnify Ore Valley Community Initiatives, and keep Ore Valley Community Initiatives indemnified against all liability to third parties arising directly from your use of the unit, including any person at the unit or any other part of the building with your actual or implied authority.

9. Liability

Ore Valley Community Initiatives shall not be liable to you for any interruption in the provision of services where the interruption was caused by any cause beyond Ore Valley Community Initiatives' control so long as Ore Valley Community Initiatives uses reasonable endeavours to restore the services in question as soon as reasonably practicable.

The Schedule

Part I

Services Included in Licence Fee

Building Insurance
Building Maintenance and cleaning of communal areas
Electricity
Fire procedures and precautions
Water charges
Window and Communal Cleaning
Infrastructure to the IT and Telecoms Line and support thereof
Heating and Hot Water
Communal refuse collection

Part II

Shared Facilities

Front door and rear door with security key fob, video phone and pin-controlled alarm entry

Car parking facility

Disabled access

Staffed Reception

Washroom and Hygiene facilities

Kitchen including tea and coffee making facilities

Lounge and breakout areas

The roads, paths, entrance halls, corridors, lifts and staircases to your Unit

Meeting spaces

Shower room/changing room

Server room

CCTV security cameras

Fibre-optic broadband and wifi infrastructure