



# **TERMS AND CONDITIONS**

## **1 DEFINITIONS AND INTERPRETATION**

In this agreement the following expressions have the meanings given in this clause:

### **1.1 'The Accessways'**

'The Accessways' means the roads, paths, entrance halls, corridors, lifts and staircases of the Premises the use of which is necessary to obtain access to and egress from the Designated Space, or those of them that afford reasonable access and egress thereto and therefrom and that Community Base from time to time in its absolute discretion designates on 28 days notice to the licensee.

### **1.2 'The Designated Hours'**

'The Designated Hours' means 7.30am to 10.30pm or such other hours as Community Base from time to time in its absolute discretion determines on 28 days' notice to the licensee.

### **1.3 'Interest'**

Interest means interest at 10% per annum or such other reasonable rate as Community Base may determine from time to time.

### **1.4 'The Licence Period'**

'The Licence Period' means the period from the Commencement Date until the date on which the licensee's rights under clause B *THE LICENCE* are determined in accordance with clause 3.1 *DETERMINATION*.

### **1.5 'The Premises'**

'The Premises' means the land and buildings known as Community Base, 113 Queens Road, Brighton.

### **1.6 'The Deposit'**

'The Deposit' means such sum as shall be equivalent to one month's Licence Fee.

### **1.7 Headings**

The clause and subclause headings do not form part of this agreement and must not be taken into account in its construction or interpretation

### **1.8 References to clauses**

Any reference in this agreement to a clause or subclause without further designation is to be construed as a reference to the clause or subclause of this agreement so numbered.

## **2 LICENCEE'S UNDERTAKINGS**

The licensee agrees and undertakes as set out in this clause 2.

### **2.1 Licence fee and outgoings**

The licensee must pay the Licence Fee to Community Base in advance on the first day of January, April, July and October in each year, the first payment, or a due proportion of it apportioned on a day-to-day basis, to be made on the date of this agreement.

### **2.2 Deposit**

The licensee must pay the Deposit to Community Base as security for the performance and observance of the undertakings contained in this clause 2, to be repayable to the licensee - less any amount due to Community Base in respect of any non-performance or non-observance by the licensee - within 14 days of the determination of the Licence Period or such longer period as may be necessary to ascertain any amount due to Community Base.

### **2.3 Consent for chattels**

The licensee must not bring any furniture, equipment, goods or chattels onto the Premises without the consent of Community Base, except as is necessary for the exercise of the rights given in clause B *THE LICENCE*.

### **2.4 Condition of property**

The licensee must keep the Designated Space clean and tidy and clear of rubbish. The licensee must not make any alterations to the Designated Space without consent in writing of Community Base nor damage the Designated Space or the Premises in any way. The licensee must leave them undamaged and unaltered in a clean and tidy condition and free of the licensee's furniture, equipment, goods and chattels at the end of the Licence Period. The licensee shall indemnify Community Base in respect of the cost of repairing any damage caused to the Premises by any visitor to the licensee or if such damage is the subject of an insurance claim in respect of any excess.

### **2.5 Use**

The licensee must not use the Designated Space for any purpose other than the Use.

### **2.6 Accessways**

The licensee must not obstruct the Accessways, or make them dirty or untidy, or leave any rubbish or furniture on them.

## **2.7 Signs and notices**

The licensee must not display any signs or notices at the Designated Space or at the Premises without the prior written consent of Community Base.

## **2.8 Nuisance**

The licensee must not use the Designated Space or the Accessways in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or adjoining or neighbouring property or to Community Base's occupiers or users of any adjoining or neighbouring property.

## **2.9 Statutory requirements and insurance**

The licensee must not do anything that will or might constitute a breach of any statutory requirement affecting the Premises or that will or might wholly or partly vitiate any insurance effected in respect of the Premises from time to time.

## **2.10 Indemnity**

The licensee must indemnify Community Base, and keep Community Base indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence, any breach of any of the licensee's undertakings contained in this clause, or the exercise or purported exercise of any of the rights given in clause B *THE LICENCE*.

## **2.11 Interest**

The licensee must pay Interest on all monies outstanding to Community Base for 14 days from the due date until payment.

## **2.12 Costs**

The licensee shall pay all costs and expenses (including professional fees) incurred by Community Base as a result of any breach of this Licence by the licensee.

## **2.13 Community Base's rights**

The licensee must not in any way impede Community Base, or its officers, employees or agents, in the exercise of its rights of possession and control of the Premises and every part of the Premises, including the Designated Space.

## **2.14 Rules and regulations**

The licensee must observe any reasonable rules and regulations Community Base makes and notifies to the licensee from time to time governing the licensee's use of the Designated Space, Premises and Accessways, including the regulations attached.

# **3 GENERAL**

## **3.1 Determination**

The rights granted in *THE LICENCE* are to determine - without prejudice to Community Base's rights in respect of any breach of the undertakings contained in clause 2 *licensee's UNDERTAKINGS* -

**3.1.1** immediately on notice given by Community Base at any time after 14 days following any breach by the licensee of its undertakings requiring the payment of money, contained in clause 2 *licensee's UNDERTAKINGS*

**3.1.2** immediately on notice given by Community Base at any time following any breach by the licensee of its undertakings other than for the payment of money contained in clause 2 *licensee's UNDERTAKINGS*, and

**3.1.3** on such notice as may be specified in the Notice Period given by either party to the other.

## **3.2 Assignment prohibited**

The benefit of this licence is personal to the licensee and not assignable nor may the licensee share the Designated Space nor create any sub-licence of it, and the rights given in *THE LICENCE* may only be exercised by the licensee and its employees and customers and those visiting the licensee for the purposes of the Use.

## **3.3 Warranty excluded**

Community Base gives no warranty that the Premises are legally or physically fit for the purposes specified in *THE LICENCE*.

## **3.4 Liability excluded**

Community Base is not to be liable for the death of, or injury to the licensee or its employees and visitors, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by clause B *THE LICENCE*.

## **3.5 Notices**

All notices given by either party pursuant to the provisions of this agreement must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day, to the other party at its last known address.

#### **4 REGULATIONS FOR COMMUNITY BASE LICENCEES**

The licensee agrees:

1. not to store any dangerous, obnoxious, inflammable or explosive materials at the Premises
2. to take all reasonable precautions to ensure the safety of people in the Premises
3. to take all reasonable precautions to ensure the security of the Premises
4. to ensure that all people visiting the Premises at the invitation of the licensee are aware of the fire procedure for the Premises
5. to ensure that a personal emergency evacuation plan is completed for all paid and voluntary workers with limited mobility using the Premises as a result of the licensee's use of the Premises and that anyone with limited mobility visiting the licensee at the Premises has the necessary help to leave the Premises during a fire evacuation or other emergency
6. not to obstruct any part of the Premises and not to leave rubbish, furniture or other any other objects in the Accessways
7. to put rubbish in the skips provided in the car park, whenever possible using binbags
8. to take cardboard to the cardboard recycling point on the lower ground floor, ensuring that cardboard is folded down when put there and to take paper, in the recycling bags provided, to the paper recycling point on the lower ground floor
9. to share responsibility for health and safety in the Designated Space and Accessways of the Premises with Community Base and to report any concern about health and safety issues promptly to the Community Base receptionist
10. to ensure that curtains, cardboard and other material and objects are not left within six inches of storage heaters
11. to take care with all electrical wiring and appliances, never overload electrical sockets, immediately report any concerns about potentially faulty or hazardous electrical wiring or appliances to the Community Base receptionist and allow Community Base to periodically test all electrical appliances used by the licensee at the Premises
12. not to bring any animals into the Premises without specific consent in writing from Community Base, such consent being withdrawable immediately at any time
13. not to smoke, or allow smoking, in any part of the Premises that is indoors
14. not to use heaters or fridges other than those provided by Community Base without the written consent of Community Base, such consent not to be withheld unreasonably
15. at Community Base's request, to provide Community Base with annual statistics relating to the licensee's use of the Premises and to take part in an annual meeting with the Community Base director to discuss issues relating to the licensee's use of the Premises
16. to ensure that the address of the licensee, or the project run by the licensee at Community Base, is publicised, advertised and displayed on stationary, reports and websites of the licensee as being *name of licensee or project run by the licensee, Community Base, 113 Queens Road, Brighton BN1 3XG*
17. to ensure wherever possible that the *inside Community Base* logo is displayed on all stationary, reports and websites produced by the licensee or the project run by the licensee at Community Base
18. to not permit the unlawful supply or use of drugs on the Premises and to immediately inform the police on becoming aware of any unlawful supply or use of drugs on the Premises
19. to subscribe to the Community Base email group and to agree and accept that if Community Base posts information on to the Community Base email group this information has been notified to the licensee
20. to provide Community Base with the names of all staff, volunteers, students and secondees working for or with the licensee at Community Base and ensure that everyone working for or with the licensee at Community Base is made aware of the fire evacuation procedure and other information for people working at Community Base at [www.communitybase.org/information](http://www.communitybase.org/information)
21. not to allow any organisation other than the licensee to provide a service from Community Base or manage or employ or place seconded workers in the Designated Space without the written permission of Community Base
22. to abide by the terms of Community Base's broadband fair usage policy
23. to abide by the terms of Community Base's policy on partnership working.