

Hot Desk Licence Agreement

You can fill this form on your computer in Adobe Acrobat Reader®; however, it must be printed, hand signed and returned to:
Friar Gate Studios, Derby City Council, Ford Street, Derby DE1 1EE
Please use the TAB key to move between the fields.

This agreement is made between **Derby City Council** - Friar Gate Studios (also referred as 'The Council', 'FGS', 'Licensor', 'us', 'we' or 'our') and the **licensee** (also referred as 'you' or 'your') whose particulars are below.

1. Licensee

Name
Company Name

Address

Phone Number
Fax Number
Email

2. Agreement Date

Start Date
End Date

3. Fee

Monthly Fee £
VAT £
Total Fee £
Deposit £

4. Definitions

The Desk The Desk and its associated computer equipment within the building.

The Building Friar Gate Studios, Ford Street, Derby, DE1 1EE

Common Areas The foyers, toilets, hallways, corridors and staircases within the Building which are intended to be used in common by the occupiers of the Building.

Designated Hours Between the hours of 9am and 5pm Monday to Thursday, and 9am and 4pm Friday.

Permitted Use Use of the Desk and equipment for the purpose of developing a business concept or starting a business.

5. Agreement

It is agreed as follows:

5.1 In consideration of the Licence Fee to be paid by the Licensee and the conditions herein contained and the obligations on the part of the Licensee to be observed and performed the Council hereby gives permission for the Licensee to use the desk and its dedicated computer facilities or such other space as the Council shall at any time designate within the Building **together with** the right to use the Common Areas during the Designated Hours.

5.2 This Licence shall be exercised by the Licensee in common with the Council and all other persons now or hereafter authorised by the Council to use the Building and the Licensee shall not be permitted exclusive occupation of the desk.

5.3 The Council shall not be liable to the Licensee or any person exercising the rights of the Licensee for any damage loss or inconvenience suffered by the Licensee as a result of such occupation it being the intention of and agreed between the parties that the Licensee shall occupy the desk at the risk of the Licensee.

5.4 This Licence shall commence on the date hereof and continue until four calendar months after the date of signing the licence.

5.5 The Licence Fee shall be payable monthly in advance on the first day of each calendar month by standing order or direct debit as the Council shall determine the first payment (or a due proportion thereof) to be paid today.

5.6 The Licensee shall pay to the Council the Deposit which shall be held by the Council throughout the period of the Licence and shall be refunded to the Licensee in whole or in part upon the determination of the Licence **subject to** deductions (if any) of such amounts as shall be reasonable to cover the costs of damage to the Building caused or permitted by the Licensee replacement of keys arrears of the Licence Fee outstanding telephone and printing costs and any monies whatsoever outstanding or owing to the Council at the expiry of the Licence in accordance with the conditions hereof.

5.7 The Licensee hereby agrees with the Council as follows:

5.7.1 To pay the Licence Fee in accordance with the foregoing provisions whether the same be demanded or not and in the event of any monies due to the Council not being paid on the due date to pay interest thereon at the rate of 4% above the base rate from time to time of Co-operative Bank plc from the date upon which such sum was due to be paid to the date of actual payment whether before or after judgment.

5.7.2 Not to use or permit to be used the Desk for any purpose other than the Permitted Use and not to cause or permit any damage to the Desk, computer equipment or the Building.

5.7.3 To observe such reasonable rules and regulations as may be notified to the Licensee from time to time in writing by the Council for the better management of the Building.

Friar Gate Studios, Derby City Council, Ford Street, Derby DE1 1EE · **T:** 01332 258300 · **F:** 01332 258301 · **E:** fgs@friargatestudios.co.uk

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5. Agreement (cont.)

5.7.4 To keep in good repair order and condition (fair wear and tear only excepted) the interior of the building and the fixtures fittings and appliances therein and to replace any that may become damaged or lost at the expiry of this Licence.

5.7.5 Not in any way to interfere with or adversely effect the enjoyment of the Building by the Council or by others authorised by the Council

5.7.6 To keep the desk clean and tidy and clear of litter.

5.7.7 Not to share occupation of the desk nor sub-licence the desk and not to assign the benefits of this Licence which shall be personal to the Licensee.

5.7.8 To keep the Council and those authorised by them to use the Building or any part thereof indemnified against all loss damage and injury of every description caused to the Council or such other persons as aforesaid or their property and which may arise from or through the exercise of this Licence by the Licensee or persons invited into the Building by the Licensee or the non-observance of any of the obligations of the Licensee in this Licence however expressed or implied and at the expiration or sooner determination of the Licence to deliver up to the Council the desk and computer equipment in such order condition and state as shall be consistent with the due performance of the obligations of the Licence herein contained.

5.7.9 To allow the Council access to the desk at all times

5.7.10 Not to carry out any alterations to the room with the desk or make any additions or carry out any decoration to the room without the prior consent of the Council.

5.7.11 Not to use or permit to be used the computer equipment for any illegal or immoral purpose.

5.8 It is **hereby agreed** between the parties that this Licence is for a period of four calendar months but can be cancelled earlier by either party giving one months notice in writing. Notice by the licensee should be served upon:

Centre Manager
Friar Gate Studios
Ford Street
Derby DE1 1EE

5.9 It is **hereby agreed** between the parties that there is no liability upon the Council at the expiration or sooner determination of this Licence to provide the Licensee with other premises or accommodation.

5.10 This Licence may be determined immediately by written notice given by the Council.

5.10.1 If at any time any payment due hereunder is unpaid for 14 days after becoming due (whether demanded or not).

5.10.2 If the Licensee shall be in material breach of its obligations hereunder and fails for a period of 5 days to remedy any such breach (capable of remedy) after being required to remedy the same by notice in writing from the Council specifying the breach and requiring the same to be remedied.

5.10.3 If the Licensee shall be in breach of his obligation under clause 5.7.11 above (which for the avoidance of doubt is not a breach capable of remedy by the Licensee).

5.10.4 If the Licensee shall be declared bankrupt

5.11 The Council hereby agrees to provide to the benefit of the Licensee and the desk the following services:

5.11.1 An electricity supply to the Space and (where appropriate) the Common Areas together with the lighting and heating of the Common Areas between such hours as the Council shall reasonably determine together with the provision of a fire detection system in the Building.

5.11.2 A computer with Broadband connection

5.11.3 A computer printer (subject to the Licensee paying on demand the cost of all printing materials used by the Licensee)

5.11.4 A telephone (subject to the Licensee paying on demand the costs of using the same)

5.12 If two or more persons constitute the Licensee then the liability on the part of the Licensee to observe and perform the Licensee's obligations hereunder shall be joint and several.

6. Signatures

It is hereby certified between the parties that this agreement constitutes a revocable Licence that confers no tenancy or security of tenure upon the Licensee and that possession of the desk is retained by the Council.

As witness the hands of the parties hereto:

Signed on behalf of the Licensor

Signed by the Licensee

Print Name
Dated

Print Name
Dated