

# LICENCE to use Offices at Grangeside Business Centre for Licensees of Offices

version: 001/09

## 1. Definitions

## 1.1 Additional Equipment

The range of additional equipment that We may from time to time make available to You for hire on a daily or hourly basis.

Please see the attached current Price List for details of the Additional Equipment available.

### 1.2 Additional Facilities

The range of additional facilities that We may from time to time make available to You for hire on a daily or hourly basis.

The Additional Facilities are identified on the Plan and include:

The Tack Room and Workshop Meeting Rooms (marked in **yellow** on the **Building Plan** in **Annex C**.) The Hayloft Hot-desk Area (marked in **red** on the **Building Plan** in **Annex C**.)

## 1.3 Additional Fee(s)

The fees You owe Us for any Additional Equipment, Facilities and Services that You have used in any one month including telephone call charges.

#### 1.4 Additional Services

The range of additional services that We may from time to time make available to You for hire on a daily or hourly basis.

Please see the attached current Price List for details of the Additional Services available.

## 1.5 Agreement

This Licence Agreement, including the Schedules and the Annexes.

#### 1.6 All Occupants

All users and occupiers of the Premises including You, your staff, contractors and visitors and all Other Occupants.

### 1.7 Bank Account Details

The details of Your Bank, address, sort code & account number as identified in the Particulars.

#### 1.8 **Billing Address**

The address to which invoices and statements of the Fees You owe Us will be sent by Us as defined in the Particulars.

## 1.9 **Deposit**

The sum of money as defined in the Particulars that You pay Us that we will hold until the end of the Term of the Agreement and which will be paid back to You subject to the terms of this Agreement.

## 1.10 Extended Hours Access

Access to the premises 24 hours a day, seven days a week, 365 days of the year.

Such access outside Operating Hours is available subject to the payment of an additional Licence Fee.

## 1.11 Fair Use Policy

All utilities and building services are provided on an unrestricted and unmetered basis. This basis for supply assumes a normal, reasonable and fair level of usage as would be expected of normal office based activity.

## 1.12 Grangeside Code of Conduct or the Code

The code of conduct as defined in **Annex A**.

#### 1.13 Initial Fee

A fee equal to the first two months' Licence Fees due prior to occupation of the offices as specified in the Particulars.

#### 1.14 Initial Period

The initial period in months from the Start Date for which this Licence is valid as defined in the Particulars.

## 1.15 Inventory

A list of the furniture, fittings and fixtures provided for your exclusive use in your Offices for all or part of the Term of the Agreement as amended from time to time and attached at **Schedule B**.

## 1.16 Licence Fee(s)

The total licence fee You will owe Us each month as specified in the Particulars.

#### 1.17 Licensee

The Company or Organisation detailed in the Particulars.

#### 1.18 Licensor

Grangeside Business Centre Limited

129 Devizes Road, Hilperton, Trowbridge, Wiltshire BA14 7SZ

## 1.19 Named Individual(s)

A person or persons granted Extended Hours Access to the Premises subject to the provision of individual contact details and the payment of an Extended Hours Access fee.

## 1.20 Normal Business Day

Monday to Friday excluding Bank Holidays

### 1.21 Notice Period

The minimum period of time as defined in the Particulars that either Party is required to give the other Party to terminate this Agreement.

### 1.22 Offices

The specific rooms You are hereby licensed to use as identified by specific individual room references in the Particulars. All references to the Offices includes a reference to any part thereof.

## 1.23 Operating Hours

8am to 7pm - the hours during which the Premises are open for general access on Normal Business Days. Access to the Premises outside these hours is provided subject to an additional Extended Hours Access fee for named individuals.

## 1.24 Other Occupants

All other occupiers and users of the Premises, not including You, your staff, contractors and visitors, but including Us and our staff, contractors and visitors and the staff, contractors and visitors of all other licensees of the Centre as well as all other users of the additional services and facilities who may from time to time use the facilities and services at Grangeside on an ad-hoc basis.

## 1.25 Parties

The Licensee and the Licensor

### 1.26 **Party**

The Licensee or the Licensor as the context indicates.

## 1.27 Permitted Use

The Offices may only be used as offices as defined in Class B1 of the Town & Country (Use Classes) Order 1987

#### 1.28 Premises

The buildings, grounds, car park and access routes that the Centre occupies as indicated on the **Site Plan** attached in **Annex B**.

#### 1.29 Price List

Our list of licence and other prices including details of prices of additional equipment, facilities and services that We make available to you.

#### 1.30 Reception Hours

The hours during which Reception is manned being 9am to 5pm on Normal Business Days.

## 1.31 Receptionist

A member of Our team that We identify to You as having been designated to act as receptionist.

#### 1.32 References

The details as defined in the Particulars of the Banking, Trade and/or Landlord references You provided to Us.

#### 1.33 Renewal Date

The date this Licence is automatically terminated. The Licence must be renewed by the Renewal Date, as defined in the Particulars, if You wish to continue to be licensed to use the Offices.

## 1.34 Security & Health & Safety Rules

The security and health and safety rules for the Premises as defined in **Annex A: Code of Conduct**.

## 1.35 Shared Facilities

The facilities that are shared by All Occupants as identified on the **Site Plan** in **Annex B** and **Building Plan** in **Annex C**. These include:

The gateway and driveway (marked in **yellow** in Annex B)

The Car Parking & Visitor Parking areas (marked **blue** in Annex B)

The Entrance and Reception Area (marked **blue** in Annex C)

The kitchen, rest areas, corridors and toilet facilities (marked **green** in Annex C)

#### 1.36 Start Date

The date when this Licence comes into effect as defined in the Particulars.

#### 1.37 **Term**

The Term of the Agreement is the Initial Period or, following the end of the Initial Period, a maximum of 12 months from the Start Date or the Renewal Date whichever is the later.

## 1.38 **Termination Date**

The date as specified in any written notice of termination from either Party to other Party.

#### 1.39 The Centre

The Grangeside Business Centre which operates within the Premises.

### 1.40 **We, Us, Our**

The Licensor or belonging to the Licensor

## 1.41 Working Day

Normal Business Day

#### 1.42 **You, Your**

The Licensee or belonging to the Licensee

## 2. The Licence

#### 2.1 The Licence

In consideration of You paying Us the Licence Fees and subject to You abiding by the terms of the Agreement We hereby grant You a non-transferable Licence to use of the Office(s) and a non-transferable and non-exclusive Licence to shared use (together with the Other Occupants) of all the Shared Facilities for the Initial Period with access during Operating Hours.

This Agreement constitutes a Licence and does not confer any rights or ownership or exclusive possession or of tenancy upon the Licensee and the possession and management control of the Premises is retained by the Licensor subject to the rights created by the Licence.

The standard Licence Fee provides access to the Premises during Operating Hours. Access at all other times (Extended Hours Access) can be provided subject to an additional fee.

#### 2.2 Extended Hours Access

In consideration of You paying Us the additional Extended Hours Access Licence Fee for each Named Individual requiring such access, We will provide You with unrestricted access to the Offices 24 hours per day, 365 days per year.

If you wish to take advantage of this Extended Hours Access service, You agree to provide us with the names and address and contact numbers of those staff who require such access.

These staff will be provided with keys and access codes and only these named individuals will be allowed access outside Operating Hours.

The additional licence fee and one-off set-up fee for this service are defined in the Particulars.

## 2.3 Road-side Signs

In consideration of you paying a set-up fee and additional monthly Licence Fee for the provision of road-side signage as detailed in the Particulars we will display your Company or Organisation name on the road-side sign at the entrance to the Centre.

#### 2.4 Permitted Use

You are only permitted to use the Offices for the Permitted Use.

You agree that you will not use the Offices or any part of the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal or immoral act or purpose.

You agree that you will not use the Premises as sleeping accommodation.

You agree that you will not keep or bring animals onto the premises other than Guide Dogs without our prior written agreement.

You agree that you will not invite the public generally to come to the Premises nor use the Offices for a purpose which attracts casual callers.

## 3. Fees & Deposit

### 3.1 Licence Fees

You agree to pay the Licence Fee monthly in advance by Bankers Direct Debit unless alternative means of payment are agreed in advance as specified in the Particulars. The Direct Debit must be set up prior to occupation.

The Licence Fee owed for any part month will be calculated pro-rata based on the total number of days in that month that you are Licensed to use the Offices.

## 3.2 Initial Fee

The Initial Fee is the Licence Fee for Your first two months' occupation and is due in advance.

You agree to pay this Initial Fee prior to occupancy. Accordingly, the first monthly Licence Fee which will be collected by Us by Direct Debit will be in respect of the Licence Fee for Your third month of occupation.

#### 3.3 Additional Fees

You agree to pay Us such Additional Fees as are incurred during each month of your occupation of the Offices (in addition to the Licence Fee).

These Additional Fees include call & usage charges for the telecommunications service provided. They also

include charges for the use of any Additional Facilities, Additional Services and Additional Equipment used during that month.

The Additional Fees will be calculated according to the current Price List. The Price List applicable to this Agreement is attached at **Schedule C: Price List** and will apply for the Term of this Agreement.

You agree to pay these Additional Fees monthly in arrears within 14 days of receipt of our invoice.

You will tell us within three working days of receiving an Invoice for Additional Fees if you disagree with anything on that Invoice.

### 3.4 **VAT**

All Fees are quoted exclusive of Valued Added Tax (VAT) and are subject to VAT at the rate prevailing at the invoice date.

## 3.5 Changes to Fees

We reserve the right to change the Fees We charge You prior to any Licence renewal.

## 3.6 Interest on Late Payment

If You do not pay any sums owing to Us within 7 days of the due date We reserve the right to charge interest (payable on demand) on such sums on a day to day basis at the rate of 3% above the base rate of Barclays Bank plc.

## 3.7 **Deposit**

You agree to pay a Deposit as specified in the Particulars which will be held by Us and returned to you at the end of the Term subject to the provisions of this Agreement.

## 3.8 Termination and Repayment of Deposit

At the end of the Term We agree to repay the Deposit without interest to You within 14 days of the settlement by You of all outstanding accounts.

All accounts must be settled in full prior to the end of the Term. If You do not pay Your accounts in full We reserve the right to deduct from the Deposit any sums due to Us including any redecoration charges as referred to below.

We may charge a redecoration charge if the Premises are not vacated in the state they were in when You first occupied them. This redecoration charge will be added to the fees owing to us.

If You do not pay all the fees You owe by the date of Your departure We will use all remedies available to us to recover any fees owing to us including using the Deposit and/or disposing of any property left after the Termination Date.

The Deposit will only be repaid to the organisation named as Licensee under this Agreement.

## 4. Our Responsibilities

We will be responsible for the following (except where prevented from doing so by any cause beyond Our control):

### 4.1 Quiet Enjoyment

Leaving You in peace to the quiet enjoyment of Your Offices.

### 4.2 Access

Providing You with a safe and secure means of access to The Offices and the Shared Facilities during Operating Hours.

Providing keys and security codes to those staff named in the Particulars as Licensed for Extended Hours Access and providing them with a safe and secure means of access to the Offices and the Shared Facilities 24 hours a day seven days a week.

### 4.3 Furniture & ICT Infrastructure

Providing You with the furniture, fixtures and fittings as defined in the Inventory for Your Offices. (Other furniture is available upon request subject to an additional charge.)

Providing & maintaining internal CAT5 network cabling infrastructure within the Premises, external telephone and broadband connections, and an integrated telephone system with voice mail.

#### 4.4 Personal Contact

as

Providing on-site personal representation of the Grangeside team during Reception Hours and at such other times We choose.

## 4.5 Vehicle Access & Parking

Providing vehicular access at all times for vehicles under 7.5 tonnes. (Larger vehicles may be permitted on a case by case basis subject to prior written agreement).

Providing shared car parking for the use of All Occupants on a first come first served basis. Car parking spaces are not allocated and cannot be reserved.

Providing shared visitor parking for the use of visitors of any Licensee or for customers of Our Additional Facilities and other business support services. Visitor car parking is available on a first come first served basis and cannot be reserved.

## 4.6 Rent, Rates, Telecoms & Utilities

Paying any Rent owing to the Landlord.

Paying any Rates due on the building to the relevant Local Authority.

Paying all water and sewerage rates owing to the relevant Water Authority.

Maintaining supply contracts with gas, electricity and other utility companies and paying all bills owing to utility service providers.

Maintaining supply contracts with and paying all telecoms service & equipment providers (other than internet hosting providers).

Providing lighting and electrical power to the Premises at all times.

Heating the Premises during Operating Hours during the months of October to March, or at the reasonable request of any Licensee at any time.

Communicating with You immediately upon receipt of any notice of planned interruption of supply of any utility or service.

Managing service providers and taking all reasonable steps within Our power to reinstate services following a planned or unplanned interruption of supply.

### 4.7 Safe, Secure and Clean Working Environment

Keeping the Shared Facilities, Additional Facilities and exterior of the Premises clean, tidy and in good repair.

Providing access, subject to the payment of Additional Fees, to the Additional Facilities.

Ensuring that All Occupants are aware and fully informed of the Security and Health and Safety Rules for the premises.

Maintaining and keeping the Premises in good repair internally and externally, including cleaning windows, gutters and drains.

Operating and maintaining fire and intruder alarm systems and an access control system for monitoring the use of the building.

### 4.8 Inventory

Providing you with an inventory of furniture, fixtures & fittings that You will return on Termination of this Agreement.

Checking the Inventory with You at the beginning and end of the Term prior to Your final departure.

## 4.9 You and Your Property

Treating You and Your property in a careful, considerate and businesslike fashion.

#### 4.10 Insurance

Insuring the Premises against fire and other damage. (You are responsible for insuring Your Property.)

## 5. Your Responsibilities

In addition to Your other obligations under this Agreement, You will be responsible for the following (except where prevented from doing so by any cause beyond Your control):

## 5.1 References & Banking Details

Providing Us with Banking, Trade and/or Landlord References. You will supply these and We will check them prior to occupancy.

Providing Us with Your Billing Address and Your Bank Account Details.

## 5.2 Keys & Security

Taking care of all keys and security access codes and ensuring that they are kept safe and secure and not released to any unauthorised person.

Paying a deposit for all keys which will be kept by Us in the event that keys are lost or stolen.

Ensuring that You, Your staff, contractors and visitors are fully aware of the Security procedures and rules for Your Offices and the Premises and that these procedures and rules are followed at all times.

Ensuring that You do not act or fail to act in a way which will or may result in the insurance of the Premises being void or avoidable nor to allow anyone else so to do.

#### 5.3 Extended Hours Access

Providing Us with the names, addresses and contact details of all those people requiring Extended Hours Access.

## 5.4 Inventory & Care of Our Property

Checking the Inventory with Us at the beginning and end of the Term.

Being responsible for making good any damage caused to any of the furniture, fixtures or fittings in the Offices or to the Offices themselves at the end of the Term.

#### 5.5 Care of the Premises

Treating the Offices and all parts of the Shared Facilities and the Premises in a professional manner and with due care & attention.

Drawing to Our attention any damage or deterioration you notice in any part of the Premises so We can act swiftly to repair and protect that part of the Premises.

Making good to Our satisfaction any damage to the Offices or Premises which may be caused by You, your staff, contractors or visitors.

Keeping the Offices clean, tidy and in good repair.

Not making any addition or alteration to the Offices without Our written consent.

### 5.6 Statutory & Regulatory Compliance

Acting legally and complying with all statutory and any other regulations concerning the Premises.

#### 5.7 **Health & Safety**

Ensuring that you, your staff, contractors and visitors are fully aware of and adhere to the Health & Safety regulations for the Premises.

## 5.8 Other Occupants and their Property

Acting in a responsible, considerate and businesslike way towards all Other Occupants and treating their property with due care and respect.

Ensuring that You do not obstruct or interfere materially with the use of the Premises and the Additional and Shared Facilities by any of the Other Occupants.

### 5.9 **Residential Neighbours**

Being responsible for ensuring that the privacy and right to quiet enjoyment of the residential neighbours of Grangeside Business Centre are respected by You, your staff, contractors and visitors.

## 5.10 Promotion & Advertising

Not displaying the name of Your organisation or any business carried on by You or displaying any notice or advertisement either on the outside of the Premises or which would be visible from outside the Premises except in a manner approved by Us and after paying the appropriate fee.

### 5.11 Visitor Parking

Informing Our Receptionist if any of the Visitor Parking spaces are being used by Your visitors.

## 5.12 Our Right of Entry

Allowing Us to enter the Offices at any time in case of emergency.

Allowing Us the right to enter the Offices for any other proper reason subject to Us giving You 24 hours notice during Operating Hours including providing Us with unrestricted access to effect repairs or to view the state of repair and condition of the Offices.

#### 5.13 Insurance

Effecting such Contents Insurance as You consider appropriate for Your own property.

Effecting insurance in respect of public liability and any other risks which may arise or be appropriate under the terms of this Licence and to produce such policies to Us on demand.

Fulfilling all Your obligations and financial commitments for those insurances while the Licence is in force.

## 6. Code of Conduct, Requests to Move and Fair Use

## 6.1 Grangeside Code of Conduct

You agree to abide by the terms of the Grangeside Business Centre Code of Conduct attached at **Annex A: Code of Conduct** which forms part of this Agreement.

This Code describes the reasonable conduct that is expected of all Licensees and is designed to protect the rights of You, Us and all other Licensees.

It is designed to ensure that All Occupants can enjoy the use of the Premises and all on-site facilities safely and in a businesslike atmosphere of respect and consideration.

## 6.2 Requests to Move

Upon Our reasonable request, and subject to Us giving You 10 Working Days written notice, You agree to move from the Offices to other offices in another part of the Premises offering similar accommodation.

If at the time of Our request You do not wish to move to the proposed alternative offices specified in Our written notice then You have the right to terminate this Licence in accordance with the provisions of this Agreement.

Such termination shall be without prejudice to any rights or remedies of Us against You that have accrued prior to the date of such termination.

## 6.3 Fair Use Policy

You agree to draw to Our attention any prolonged abnormally high levels of usage of any of the utilities (gas, electricity, heating, lighting etc) or of the services provided (internet, car parking, visitor parking) that would reasonably be considered to exceed normal office based activity.

We reserve the right to negotiate higher fees with you to reflect this higher usage.

## 7. Termination

#### 7.1 **Termination**

Either Party can terminate the Agreement by giving the other Party written notice of termination subject to the Notice Period as defined in the Particulars but without prejudice to any claim We may have against You in respect of any arrears of the Licence Fee or any Additional Fees or any breach of this Agreement.

You can vacate the Offices and leave the Premises at any time after Notice has been served by either Party before the Termination Date but you will still be liable to pay any outstanding fees up to the Termination Date.

#### 7.2 Immediate Termination

We reserve the right to terminate the Licence and all Your rights and liberties hereunder shall cease if at any time You are in material or persistent breach of this Agreement.

### 7.3 Consequences of Termination

In the event that this Agreement is terminated You agree to completely vacate the Offices before or on the last day of the Notice Period or Term of the current Licence.

You agree to leave the Offices in the state in which they were when You first occupied them.

In no event are You excused from Your obligations to pay any outstanding Fees to Us.

Any termination of this Agreement for any reason will not affect any rights or liabilities either Party has to the other Party.

## 7.4 Removing Property on Termination

You agree to remove all your property from the premises by the last day of the Term of the Agreement or the last day of the Notice Period unless You have previously agreed other arrangements with Us in writing.

Unless We have agreed with You in writing to the contrary We reserve the right to remove any property left on the Premises after that time.

We may also charge a fee for storage of items which are not removed.

If any property has not been claimed after one month then we reserve the right to dispose of that property in any way we wish.

## 8. General Terms

## 8.1 Events beyond the Control of Either Party

If either Party is delayed in performing its obligations as defined in this Agreement because of events beyond that Party's reasonable control then that Party will be entitled to a reasonable extension of time for the performance of those obligations.

## 8.2 Liability

We shall not be liable to You or any of your staff, contractors or visitors for any personal injury, damage, loss or inconvenience howsoever or wheresoever caused, to You or any of your staff, contractors or visitors or to any of Your Property brought about by any person other than by Us or Grangeside staff upon the Premises or by any lawful visitor to the Premises.

#### 8.3 Waiver

If at any time either Party knowingly or unknowingly waives its right to enforce a term of this Agreement, this does not imply that these rights will be waived in future, nor will such waiver in any way restrict that Party from enforcing such terms fully in future.

## 8.4 Assignment

This Licence is personal to You, the Licensee.

Neither Party can assign or otherwise transfer the Agreement or any of its rights and obligations under this Agreement to anyone else without the prior written consent of the other Party.

You are not entitled to permit anyone other than those employed by or having business with You to have access to the Premises.

You are not permitted to sub-license the use of the whole or part of the Offices to any other party.

## 8.5 Whole Agreement

This Agreement including its Schedules and Annexes form the entire agreement between the Parties.

No addition or modification of any provision of the Agreement will be binding on either Party unless made in writing and signed by authorised representatives of both Parties.

#### 8.6 Notices

In the event either Party needs to communicate formally with the other Party it will be sufficient to prove that either (1) a recorded delivery package was received and signed for, if addressed to the Licensee, at the address identified in the Particulars and, if addressed to the Licensor, at the Premises by a member of Grangeside staff or (2) a package addressed to the Licensor was delivered by hand on behalf of the Licensee to a member of Grangeside staff at the Premises or a package addressed to the Licensee was delivered by hand on behalf of the Licensor to a person present in the Offices who is notified by You to Us as being authorised to represent the Licensee.

## 8.7 **Severability**

If any part of this Agreement proves to be illegal or unenforceable all other provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect.





## 1. Introduction

As a Licensee of Grangeside Business Centre, You agree to follow the Code of Conduct described here. In order that we can all operate our respective businesses or organisations effectively and peacefully without inconvenience or discrimination All Occupants are expected to follow this Code.

This code is designed to protect All Occupants of Grangeside. This includes You, Us, the other Licensees and other users of Our Additional Services and Additional Facilities and all our respective staff, contractors and visitors.

The meaning of specific words and phrases in this Code of Conduct are those as defined in the Licence Agreement.

Please direct any complaint or a suggestion in the first instance to the Receptionist who will record your comment or complaint and endeavour to address the matter immediately.

Please bring any serious or urgent concerns to the attention of one of the Directors of Grangeside in person.

## 2. Hours of operation & access

## 2.1 Access during Standard Hours of Operation

The Standard Licence fee includes the provision of access during Operating Hours.

We will ensure that the Premises and Offices are made available to you at all times during Operating Hours

You will have access through the doors marked [A] on the Building Plan in Annex C during these hours.

## 2.2 Access during Extended Hours of Operation

Only the individuals named by You as having Extended Hours Access are permitted to enter the Premises and access the Offices outside Operating Hours.

This restriction is for the protection of All Occupants of the Premises including You and Us.

We will provide the Named Individuals with their own keys and access codes and training on the use of the security systems in the building. These Named Individuals can access the building at any time by the door marked **[A]** on the **Building Plan** in **Annex C**.

### 2.3 Vehicle Access & Parking

Unrestricted vehicle access is permitted for vehicles up to 7.5 tonnes.

You agree to obtain our prior written agreement before bringing larger vehicles onto the Premises.

Parking is provided on a first come first served basis.

There is no reserved parking.

## 2.4 Maintaining Access to Shared Areas and Offices

You agree not to cause any obstruction of any kind to the Premises, the Shared Facilities of any of the offices or Additional Facilities on the Premises.

You agree to draw to Our attention any damage or deterioration You notice in any part of the Premises so We can act swiftly to repair and protect that part of the Premises.

Subject to Us giving you reasonable notice, You agree to give us access to the Offices for any reasonable purpose including but not restricted to the following:

Maintaining Health & Safety procedures and audits.

Inspecting the condition and state of repair of furniture, fixtures, fittings, walls, ceilings or windows.

Repairing of any part of the Premises (walls, ceilings, windows, conduits, fixtures, fittings etc).

## 3. Room & Equipment Booking

Subject to availability you can book any of the Additional Facilities and Services available at the Centre at any time during Operating Hours.

Please book these facilities and services with Reception.

You are responsible for taking care of the Additional Facilities You use and returning them to the same condition you would expect to find them.

## 4. Furniture & Additional Storage

Subject to availability you can rent additional furniture or storage available at the Centre at any time.

Please book these facilities and services with Reception.

You are responsible for taking care of any additional furniture supplied to You and You are responsible for returning that furniture to Us at the end of the term of rental in the same condition as You received it.

## 5. Cleaning, Waste Collection & Recycling

## 5.1 Office Cleaning

Unless you have made alternative arrangements with us in writing you are responsible for keeping the Offices clean and in good repair.

You are also responsible for keeping the insides of the windows clean.

A cleaning service is available upon request, subject to charges.

## 5.2 Waste Management

Unless You have made alternative arrangements with Us in writing You are responsible for removing waste from Your Offices to the bins provided for this purpose marked **[A]** on the **Site Plan** in **Annex B**. Recycling facilities are also provided at this location.

Please do not put waste from Your Offices anywhere else on the premises.

## 6. Security & Use of Utilities

Grangeside Business Centre is a shared facility.

## 6.1 Building Safety & Security

You, your employees, contractors and visitors have a shared responsibility to keep the Premises safe and secure at all times.

#### 6.2 Fair Use Policy

You also have a shared responsibility to restrict Your use of the utilities provided to the Premises within reasonable normal office usage limits.

If you believe You will routinely use more than normal amounts of electricity or other utilities You agree to bring this to our attention.

## 7. Shared Facilities

You agree to use the Premises and in particular the Shared Facilities with respect and consideration for others.

## 7.1 Refreshments & Care of the Kitchen

Tea and coffee making facilities are provided in the kitchen areas. Please ensure that these areas are kept clean and tidy and return used crockery to the kitchen areas when You leave the rest room and before You leave Your office in the evening.

In particular You agree to treat the kitchen, rest areas, reception areas and toilets in a considerate and businesslike fashion at all times.

### 7.2 Cupboards, Fridges & Washing Machine

Storage cupboards, fridges and a washing up machine are provided for shared use.

Shared facilities including any crockery, cutlery and refreshments will be clearly marked for shared use.

All other property, food and drink not so marked is the property of Other Occupants.

Please respect all this other property and food and drink as private and do not use this property at any time.

## 7.3 Eating & Drinking in Offices

Shared rest areas and kitchen facilities are provided for You to use at any time.

You are responsible for caring for, cleaning and maintaining Your Offices and the furniture, fittings and fixtures in those Offices.

If you choose to eat and drink in the Offices, you are responsible for any damage or stain that You cause to furniture, flooring, fittings or fixtures by food or drink and You will be responsible for cleaning or repairing the damage or stain.

If at any time You are concerned about the state of any of the shared facilities on the Premises, please bring Your concern to the attention of the Receptionist who will attend to the matter as soon as possible.

#### 7.4 Washroom Facilities

We provide All Occupants with fully serviced and provisioned toilet facilities.

You and All Occupants share responsibility for keeping these facilities in good condition. Please act considerately and responsibly with these facilities at all times and ensure that they are left in the state you would wish to find them.

If at any time you are concerned about the state of any of the shared facilities on the Premises, please bring Your concern to the attention of the Receptionist who will attend to the matter immediately.

#### 7.5 Nuisance

You agree not to do anything on the Premises or allow anything to remain on it that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to any of the Other Occupants, Us or occupiers of adjacent or neighbouring properties.

#### This includes:

- Not discharging into sinks or toilets any noxious matter or cause an obstruction in or damage to any sink, drain or toilet.
- Not installing or using on the Premises any machinery or apparatus causing noise or vibration that can be heard or felt outside the Offices or that may cause damage or injury.
- Not to use on the Premises any musical instrument, audio or other equipment or lighting arrangement or display which can heard outside the Office or which We (acting reasonably) consider to be undesirable.

### 7.6 Photocopier

The use of the Photocopier / Printer is subject to a meter. You will be provided with a billing code and at the end of each month Your Additional Services Fee will include a charge for the metered use You have made of the photocopier during that month.

### 7.7 Noticeboards

A noticeboard is provided for the use of All Occupants. If you make use of this facility please ensure that any information or notice posted on the board is respectful, in keeping with this Code Of Conduct and proportionate in size.

## 8. Security & Property

You agree to treat Our Property, the Buildings, contents and all fixtures and fittings with due care and attention.

In the event of damage to The Building, the contents or fixtures or fittings We reserve the right to charge You for repair.

### 8.1 Forgetting Codes & Losing Keys

If You forget a door code or lose keys we reserve the right to charge you the full cost of repair and replacement. We reserve the right to deduct this cost from the Deposit.

A key deposit of £50 is included in the Deposit.

You are responsible for the security of your own Offices. Please ensure that You lock all Offices that are not occupied.

### 8.2 **Personal Property**

Grangeside cannot be held responsible for loss or damage to Your personal property whilst on the Premises.

Please make sure that Your personal property is kept secure at all times.

## 8.3 Grangeside Premises and Property

When leaving Your office at night, please switch off Your computer, or if more appropriate, Your screen. Please ensure that all windows are closed and any heaters or fans are switched off. The last person leaving the room should switch off the lights and close the door.

## 8.4 Emergency Access for Grangeside Staff

In the event of emergencies – Health & Safety, Fire, Theft or Flood, You agree that We can have immediate access.

We will keep copies of keys.

You will inform Us before You change codes on doors.

## 9. Telephone, ICT systems & Electronic security

## 9.1 ICT Support

To request ICT Support staff in the first instance, please contact Reception with all relevant details and Your request will be logged and details of the call forwarded to the relevant Grangeside staff.

## 9.2 Authorised Equipment

You must not connect any unauthorised PC, laptop, server or any other hardware device directly to any Grangeside supported customer network or the Grangeside networks. Additionally, you must not make any changes to the Company's cabling infrastructure used for local area networks and telephony.

## 10. Health and Safety Policy

You agree to take the same high level of professional care of The Offices, the Shared Facilities and The Premises as You do of Your own belongings, health and welfare.

You will at all times act to secure the safety and security of all The Occupants of the building and their belongings.

## 10.1 Policy

Grangeside is committed to looking after the health, safety and welfare of its own staff, visitors and contractors and the staff, visitors and contractors of all Licensees whilst on the Premises.

Developing a healthy and safe environment is a shared responsibility.

In practical terms this means that while Grangeside takes care to fulfil its role and legal obligations, individual Licensees share the responsibility for ensuring the wellbeing of everyone on the Premises.

You must familiarise yourself, Your staff, visitors & contractors with the **Site Health and Safety Policy** and the **Site Fire Safety Policy**.

If you have any concerns regarding Health and Safety, please report the matter to the Receptionist in the first instance. If the matter is of a serious or urgent matter please contact one of the Directors of Grangeside directly.

## 10.2 Accidents

Any accident, however small, must be reported to the Receptionist and entered in the Accident Book. (This requirement is designed to ensure that any incident that may be preventable in future is drawn to the Licensor's attention and can be dealt with.)

#### 10.3 Fire

The risks from fire at Grangeside offices are small, provided sensible precautions are taken. Everyone must take care, particularly in the use of electrical appliances.

The actions to be taken in case of fire are displayed in the offices and included in the **Site Fire Safety Policy**. Please familiarise yourself with these instructions. Do not endanger yourself by taking unnecessary risks. Unless you have a specific duty, leave the building at once and assemble at the designated point.

#### 10.4 Children and Animals

All children under the age of 16 must be accompanied by an adult.

No animals, with the exception of guide dogs, are allowed on the premises without the prior written agreement of the Licensor.

## 10.5 Smoking

Grangeside operates a no smoking policy. Smoking is not permitted anywhere in Grangeside buildings.

Grangeside management takes the view that smoking constitutes both a hazard to the health of its employees and a fire risk.

Any breaches of the non smoking policy will be considered a material breach of the Licence.

## 11. Site Fire & Safety Policy

#### In Case of Fire:

Fire exits must be kept clear from obstruction. All employees must know their evacuation route and assembly point in case of fire. Note the recommended evacuation route for your office which you find posted adjacent to this notice in each office.

The fire alarm will be tested every first Monday of the month at 11:00am.

#### If You DISCOVER Fire:

Immediately operate the nearest fire alarm "break fire glass" in order to alert all staff. These are located next to the fire exits.

Alert others nearby.

WITHOUT PERSONAL RISK, try to put out the fire, if possible, with the nearest appropriate fire appliance provided, by directing the hose or extinguisher to the base of the flame.

In case the fire cannot be controlled with available fire appliance then call 999 to alert the fire brigade, directing them to Grangeside, 129 Devizes Road, Hilperton, BA14 7SZ.

Leave the building and inform the fire warden of the exact location of the fire.

#### If You HEAR THE FIRE ALARM:

Close all windows in your office and ensure that everyone leaves the office, closing the door behind you but do not lock any doors.

Leave the building immediately by the nearest available exit, closing but not locking all doors behind you.

You MUST leave the building as quickly as possible – take a route to the assembly point via the outside of the building, not through the buildings.

If after or before normal office opening hours and you are likely to be the only person in the building and no immediate signs of a fire are noticeable then make your way to the fire panel in Grangeside and note the Zone in which an alarm has been activated.

Check this area for signs of fire and if none detected then silence the alarm as indicated on the fire panel and/or call the Fire warden on 07990 608963. If signs of a fire are detected then proceed as from point 3 in the "If you DISCOVER fire" section.

## GO TO THE EVACUATION ASSEMBLY POINT IN THE CAR PARK AT THE REAR OF THE MAIN OFFICES.

Do not go back to do or collect something that you have forgotten. Do not assemble outside the door as this is both dangerous and hampers the entrance of the emergency services.

Once at the assembly point, gather in groups according to your usual office arrangements so that all staff can be accounted for by the fire warden. The receptionist should take the signing in book to account for all visitors.

Do not re-enter the building until instructed by the fire warden.

## DO NOT DELAY FOR PERSONAL BELONGINGS.

A fire should not prevent orderly evacuation by the normal exits.

Fire drills will be held at regular intervals. Info on Fire procedures and on health and safety will be covered during your induction.

#### In Case of Accidents and Injuries

In an emergency, behave sensibly and do not put yourself at risk. The most important consideration at all times is human safety.

## DO NOT MOVE THE INJURED PERSON.

#### In cases of serious injury:

Dial the emergency services and request an ambulance

Alert a trained first aider to assist the casualty

When the emergency has passed, report the incident the Grangeside management.

## In cases of minor injury:

Alert a trained first aider to assist the casualty

When the emergency has passed, report the incident to Grangeside management.





## Below is a Site Plan for the Premises.

The Premises consist of the Buildings (marked in red), the Gate & Access Drive marked in yellow), and the Parking (marked in blue)

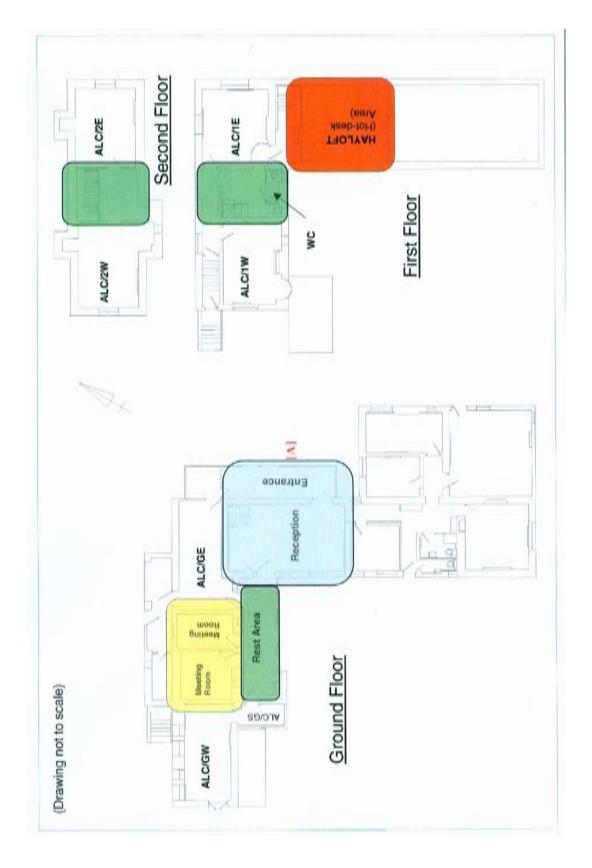
Red: Buildings Yellow: Gate & Access Drive

Blue: Parking











## **Annex D**

Building	Code	Floor	Approx. Area (Sq m)	Suggested Occupancy
Ashton Lane Cottage	ALC/2E	2 <sup>nd</sup> floor	<b>18.3</b> m <sup>2</sup>	<b>4</b> people
	ALC/2W	2 <sup>nd</sup> floor	<b>21.0</b> m <sup>2</sup>	<b>4</b> people
	ALC/1E	1 <sup>st</sup> floor	<b>23.0</b> m <sup>2</sup>	<b>4</b> people
	ALC/1W	1 <sup>st</sup> floor	<b>22.1</b> m <sup>2</sup>	<b>4</b> people
	ALC/GE	Ground floor	<b>22.8</b> m <sup>2</sup>	<b>4</b> people
	ALC/GS	Ground floor	<b>6.3</b> m <sup>2</sup>	1 person
	ALC/GW	Ground floor	<b>22.4</b> m <sup>2</sup>	<b>4</b> people
Grangeside		Ground floor	<b>11.4</b> m <sup>2</sup>	<b>2</b> people
		Ground floor	<b>10.8</b> m <sup>2</sup>	<b>2</b> people
		Ground floor	<b>15.3</b> m <sup>2</sup>	<b>3</b> people
		Ground floor	<b>20.8</b> m <sup>2</sup>	<b>4</b> people
		Ground floor	<b>35.2</b> m <sup>2</sup>	<b>7</b> people