

DATED

LICENCE TO OCCUPY

relating to the area known as Third Floor of Cambridge Library Enterprise Centre,
Cambridge Library, Lion Yard, Cambridge

between

CAMBRIDGESHIRE COUNTY COUNCIL

and

REGUS CAMBRIDGE LIBRARY LIMITED

(LGSS SHOOSMITHS VERSION COMMENTS — 18/03/2015 11/11/1411/2/15)

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SCHEDULE

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THIS LICENCE is dated [DATE]

PARTIES

- (1) Cambridgeshire County Council of Shire Hall Castle Hill Cambridge CB3 0AP (**Licensor**).
- (2) Regus Cambridge Library Limited (Company number: 8667370) whose registered office is situate at 268 Bath Road Slough Berkshire SL1 4DX (**Licensee**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Building: all those buildings known as Cambridge Central Library, Lion Yard, Cambridge and shown edged on Plan 2

Common Parts: such public areas, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Premises as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Designated Hours: the ~~opening times of Cambridge Central Library hours or such other hours as the Licensor in its absolute discretion may determine on 20 working days' notice to the Licensee agreed pursuant to clause 3.~~

Lease: a lease dated 13th April 1982 and made between the (1) Barclays Nominees (George Yard) Limited and (2) Cambridgeshire County Council

Licence Fee: the amount of One Pound (£1) per annum if demanded

Licence Fee Commencement Date:

Licence Period: the period from and including until the date on which this licence is determined in accordance with clause 54.

Management Agreement: means the agreement for services made between the Licensor and Licensee of the same date.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: for the provision of services as stated under the Management Agreement

Plan 1 and 2: the plans attached to this licence marked "Plan 1" and "Plan 2".

Premises: the area on the third floor of the Building shown edged on Plan 1, such areas having a combined area of [] m2/ft2 and extending only to the interior surfaces of all walls, columns, ceiling finishes, floor finishes, the carpets and other floor coverings and excluding all structural parts of the Building.

Service Media: all media for the supply telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Shopping Centre: means the building known as the Grand Arcade Shopping Centre in which the Premises forms part

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its reasonable endeavours to prevent such act or thing being done by a third party.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this licence; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities of parties under this agreement are joint and several.

2. LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 54, the Licenser permits the Licensee to occupy the Premises for the Permitted Use for the Licence Period during the Designated Hours ~~in common with the Licenser and all others authorised by the Licenser (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule.~~in common with the Licenser exercising the rights set out in clause 2.3 and together with the rights mentioned in the Schedule.
- 2.2 The Licensee acknowledges that:
- (a) the Licensee shall occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Licenser and the Licensee by this agreement;
 - (b) the Licenser retains control, possession and management of the Premises and the Licensee has no right to exclude the Licenser from the Premises; ~~and~~
 - (c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee its employees sub-contractors and the occupiers of the serviced office or enterprise centre within the Premises;
 - (d) ~~the Licenser retains the right to enter the Premises on reasonable prior notice to the Licensee, (except in an emergency when the person exercising such right may break and enter without notice) for~~

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any purpose in connection with the management or maintenance of the Building;

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(e) the Licensor retains the right to enter the shared server and communications room [comms room?] forming part of the Premises and shown [edged red on Plan *] for the purpose of [] on reasonable prior notice to the Licensee without notice (excluding access to the Licensee's cabinets) for the purposes of IT maintenance, upgrade and fault finding/fixing (except in an emergency when the person exercising such right may break and enter without notice); and

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(e)(f) the Licensor shall be permitted to ~~access~~ use that part of the Premises including the entrepreneurs lounge and any meeting room shown [hatched blue on Plan *] that the Licensee may not be using to deliver the Permitted Use to customers at any specific time, the terms upon which such use shall occur shall be agreed between the Licensor and Licensee, both parties acting reasonably (except in an emergency when the person exercising such right may break and enter without notice).:-

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3. DESIGNATED HOURS

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3.1 As at the date of this Licence the Designated Hours shall be the same as the opening times of Cambridge Central Library, which are the hours of 9am to 6pm Monday ~~to Saturday~~ Tuesday, Thursday and Friday, 9am to 7pm Wednesdays, 10am to 6pm Saturday and 12pm to 4pm Sundays..

3.2 If the opening hours of the Cambridge Central Library are subsequently extended then the Designated Hours shall be equal to those extended opening times.

3.3 If the opening hours of the Cambridge Central Library are subsequently reduced then the Designated Hours shall not be reduced and instead shall remain equal to the opening times prior to the reduction.

3.4 If the Licencee wishes to extend the Designated Hours either on a permanent basis or temporary basis beyond the opening hours of the Cambridge Central Library then:

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(a) -then the Licencee shall first obtain the prior written consent of the Licensor, such consent not to be unreasonably withheld or delayed and the Licensee shall ensure that there are sufficient personnel available to ensure the security of the Building and the Premises; and

(b) if the extension in Designated Hours would mean that the Designated Hours fall outside of the opening hours of the Shopping Centre then the Licencee shall also obtain the prior written consent of the party with the reversionary interest to the Lease and the party with ownership of the area including any access route via Lion Yard access route not covered by the Lease? and the Licensor agrees that in such circumstances it shall assist the Licensee in obtaining such consent.

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3.4. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay:
 - (i) to the Licensor the Licence Fee payable without any deduction in advance on the first day of each year and proportionately for any period of less than a month the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the month following such date to be made on together with such VAT as may be payable on the Licence Fee;
- (b) to keep the Premises clean, tidy and clear of rubbish;
- (c) to repair, maintain and decorate the internal surfaces of the Premises;
- (d) not to use the Premises other than for the Permitted Use;
- (e) not to make any non structural alteration or addition to the Premises without the written consent of the Licensor such consent not to be unreasonable withheld or delayed such consent not to be unreasonably withheld or delayed and in the event that the Lease requires it also not to make any non structural alteration or addition without the written consent of the party with the reversionary interest to the Lease and the Licensor agrees that in such circumstances it shall use reasonable endeavours to support assist the Licensee in obtaining such consent if the Licensor has previously provided their consent.:
- (f) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises or elsewhere in the Building other than as permitted in accordance with the Management Agreement;
- (g) not to do or permit to be done on the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;

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- (h) not to cause or permit to be caused any damage to:
 - (i) the Premises or the Building; or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Building or any neighbouring property;
- (i) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (j) not to apply for any planning permission in respect of the Premises;
- (k) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Premises or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Premises and Building from time to time;
- (l) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises;
- (m) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee in writing from time to time governing the Licensee's use of the Premises and the Common Parts;
- (n) to leave the Premises in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Premises at the end of the Licence Period;
- (o) to indemnify the Licensor and keep the Licensor indemnified against all proper losses claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from any breach of the Licensee's undertakings contained (i) in this Licence or (ii) in the exercise of any rights given in clause 2;
- (p) not to do anything on or in relation to the Premises that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and
- (q) to pay to the Licensor interest on the Licence Fee or other payments at the rate of four per cent (4%) per annum above the base rate of Barclays Bank Limited from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within 10 working days of the due date.

4.5. LICENSOR'S OBLIGATIONS

4.5.1 The Licensor shall permit the Licensee to use the Premises without interference for the Permitted Use;

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4.25.2 The Licensor will ensure that no action is taken by any of the Licensor's employees and/or sub-contractors which could hinder the Permitted Use

5.6. **TERMINATION**

5.46.1 The licence to occupy granted by this agreement shall end on the earliest of:

- (a) 2024
- (b) the date upon which the Management Agreement is terminated.

5.26.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this agreement.

6.7. **NOTICES**

6.47.1 Any notice or other communication required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

- (a) to the Licensor at: Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 0AP and marked for the attention of Head of Community and Cultural Services
 - (b) to the Licensee at: the Premises and a copy sent to Regus Group, 268 Bath Road, Slough, Berkshire, SL1 4DX and marked for the attention of the Group Legal Director
- or as otherwise specified by the relevant party by notice in writing to each other party.

6.27.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

6.37.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

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~~6.47.4~~ The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

~~7.8.~~ **NO WARRANTIES FOR USE OR CONDITION**

~~7.48.1~~ The Licenser gives no warranty that the Premises possesses the Necessary Consents for the Permitted Use.

~~7.28.2~~ The Licenser gives no warranty that the Premises is physically fit for the purposes specified in clause 2.

~~8.9.~~ **LIMITATION OF LICENSOR'S LIABILITY**

~~8.49.1~~ Subject to clause ~~9.28.2~~, the Licenser is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Premises; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Premises; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 2.

~~8.29.2~~ Nothing in clause ~~9.18.4~~ shall limit or exclude the Licenser's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licenser or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licenser to exclude or restrict liability.

~~9.10.~~ **RIGHTS OF THIRD PARTIES**

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

~~10.11.~~ **GOVERNING LAW AND JURISDICTION**

~~10.411.1~~ This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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~~40.211.2~~ The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Schedule Rights granted to Licensee

1. The right for the Licensee to use during the Designated Hours:
 - 1.1 such parts of the Common Parts for the purpose of access to and egress from the Premises as shall from time to time be designated by the Licensor in writing for such purpose.
 - 1.2 the right to use and enjoy the facilities of the Building intended for the common use and enjoyment of the occupiers of it
 - 1.3 the Service Media serving the Premises.
2. The right for the Licensee to erect the Licensee's normal trade and other signs, notices and advertisements inside the Building (being both outside and inside the Premises), subject to obtaining the Licensor's agreement ~~such agreement not to be unreasonably withheld or delayed~~ such agreement not to be unreasonably withheld or delayed and in the event that the Lease requires it, subject to also obtaining the agreement of the party with the reversionary interest to the Lease and the Licensor agrees that in such circumstances the Licensor will use reasonable endeavours to support assist the Licensee in obtaining such agreement if the Licensor has previously provided their agreement.
3. The right for the Licensee to use such parts of the Building and to access such parts through the Building for the installation and maintenance of plant, machinery and other equipment that the Operator may reasonably require to install, the positioning of any such items to be first approved by the Licensor ~~such agreement not to be unreasonably withheld or delayed such approval not to be unreasonably withheld or delayed and in the event that the Lease requires it, subject to also obtaining the approval of the party with the reversionary interest to the Lease and the Licensor agrees that in such circumstances the Licensor will use reasonable endeavours to assist support the Licensee in obtaining such approval - if the Licensor has previously provided their agreement.~~

Signed by
for and on behalf of
Cambridgeshire County Council
Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
LICENSEE]

.....
Authorised Signatory
.....
Director