



Lisburn Enterprise Organisation Ltd.

Lisburn Enterprise Organisation Ltd  
6 Enterprise Crescent  
Ballinderry Road  
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## LICENCE TO USE AND OCCUPY UNIT

**To: Licensee Name & Address**

To promote the creation of new enterprises and additional job opportunities within the Lisburn area, Lisburn Enterprise Organisation Limited ("**the Company**") has provided accommodation and services at its premises ("**the Centre**") at Enterprise Crescent, Ballinderry Road, Lisburn for use on a temporary basis by new businesses and is prepared to offer to you the following terms and conditions. If you are willing to accept occupancy on such terms, then please sign and return two copies of this Licence to use and occupy the Unit ('**this Licence**')

### **PART 1 GENERAL TERMS OF LICENCE AGREEMENT**

- 1.1 The Company will allow you to occupy Unit (**Unit Number**) ("**The Unit**") from the (*Date of Permitted Occupation*) subject to the terms, conditions and schedules of this Licence. Occupancy is not exclusive to you, and properly authorised representatives of the Company may enter the Unit at any time.
- 1.2 Either you or the Company can end the occupancy upon giving 30 days' notice in writing.

### **PART 2 FEE AND ADMINISTRATION ARRANGEMENTS**

- 2.1 (a) You will pay to the Company a Licence Fee ("**The Licence Fee**") in respect of your occupancy of the Unit and your use of such of the amenities and facilities of the Centre as are included by the Company from time to time under this Licence.  
  
(b) The Licence Fee until further notice is of £ (*insert fee*) per (*month/quarter*) plus VAT payable by direct debit in advance of every (*month/quarter*), the first such payment or a proportionate part thereof in respect of the period from and including the (*date*) to be made on acceptance of this offer by you.  
  
(c) You will pay to the Company on the date of this agreement a deposit equal to the Licence Fee for one month. Same shall be held by the Company and shall not accrue interest. On termination of this Licence, the Company may apply any part or all of the said deposit in partial or full fulfilment of any outstanding obligation to the Company under this agreement.
- 2.2 The Company may increase your Licence Fee at any time. On increase of Licence Fee, you will pay on demand the additional sum required to maintain a deposit in accordance with the preceding clause equal to one months' Licence Fee.

- 2.3 The Company may from time to time vary the payment schedule from monthly to quarterly or vice versa. The Company will provide 6 months' notice of such an intention and shall, if at all, only vary the payment schedule once in every 12 month period.
- 2.4 On termination of the occupancy any Licence Fee previously paid in respect of any period falling after the date of termination shall be repaid to you immediately.
- 2.5 You acknowledge that you shall occupy the Unit as a licensee and that no relationship of landlord and tenant is created between the Company and you by virtue of this Licence
- 2.6 You acknowledge that neither the payment of nor the demand for any Licence Fee or the fact that the amount of Licence Fee is calculated by reference to a period shall create or cause the occupancy to become a periodic tenancy under the Business Tenancies (NI) Order 1996.
- 2.7 The Company will without affecting its legal rights seek to give you 30 days warning of its intention to increase your Licence Fee or terminate this Licence.
- 2.8 Payment for administrative and other services available (in addition to services included within this Licence) is due on presentation of invoice by the Company. Non-payment of any such invoice is a breach of this Licence and will result in the initiation of legal proceedings and the termination of your Licence to occupy. Interest may be charged in respect of any overdue payment at the rate of four percent per annum over the Base rate of Northern Bank Limited from the due date until date of actual payment.
- 2.9 You will pay the Licence Fee in accordance with clause 2.1.
- 2.10 You will pay and indemnify the Company against any Value Added Tax chargeable in respect of any payments made by you under the terms of or in connection with this occupancy or in respect of any payment made by the Company where you agree to reimburse the Company for such payment.
- 2.11 You will pay direct where applicable and indemnify the Company for all charges in connection with your use and occupation of the unit apart from as specified in clause 2.12 below, including without prejudice to the generality thereof, costs of telephone use, internet broadband, rates, cleaning your unit area(s), any necessary repairs, public liability insurance, any equipment additional to that initially provided, and other supplies consumed on the Unit and pay for all equipment rents.
- 2.12 The Licence Fee payment includes (among other services) the costs of heating, lighting, decoration, maintenance and cleaning the common parts of the Centre and any part thereof and of its use and occupation.
- 2.13 You will pay the Company for use of water as measured on a metered basis.

### **PART 3 LICENCEE'S OBLIGATIONS**

- 3.1 You will keep the internal coverings of the walls of the Unit and the floor and ceiling finishes of the Unit and the doors and door frames and the windows and window frames of the Unit and all fittings and fixtures and the glass in the windows and the doors in good repair and maintain the decoration of the Unit in reasonable condition.
- 3.2 You will clean the windows of the Unit at least once a month.

- 3.3 You will facilitate the Company's access to the Unit:
- (a) to carry out works to any parts of the Centre (those works to be carried out causing as little disturbance to you as possible)
  - (b) to inspect the Unit,
  - (c) to secure the Unit at any time, and particularly on termination of this Licence,
  - (d) for any other reason that the Company may reasonably determine necessary.
- 3.4 You will provide the Company with all keys capable of gaining access to every part of the Unit and the Company shall hold same safely during the existence of this Licence.
- 3.5 You will use the Unit only for the purposes of matters relating to ("**the Permitted Use**") and matters related to that business.
- 3.6 You will indemnify the Company in respect of all claims, damages, losses, costs, expenses, demands and liabilities made against or suffered or incurred by the Company arising directly or indirectly out of:
- (a) Any act, omission or negligence and /or breach of statutory duty or that of your employees or any person at the Unit with your authority express or implied.
  - (b) Any breach or non observance by you of the terms of this Licence or any reasonable regulation made by the Company in respect of the Unit or the Centre.
- 3.7 You will effect and maintain public liability insurance in respect of liability to third parties arising from your occupancy (including the Company and other occupiers of the Centre) for death, injury or property damage. You will also effect Employers' Liability Insurance if applicable.
- 3.8 You shall not do anything that might invalidate any insurance effected by the Company in respect of the Centre.
- 3.9 You will pay to the Company the cost of repairing any damage to the Centre or any part thereof caused by you or your employees.
- 3.10 You will observe and satisfy all fire precautions required by the Company or the Fire Authority and will not keep any dangerous substance in or at the Centre.
- 3.11 You will;
- (a) observe all Legislation applicable to your occupation of the Unit and will observe all regulations prescribed by the Company in respect of the use occupation and access to and egress from the Unit and the Centre and the use and occupation of the Unit and the Centre or any part thereof or anything therein belonging to or provided by the Company.
  - (b) if called upon by the Company, produce to the Company any evidence the Company may reasonably require in order to show your compliance with the provisions of this Licence.
- 3.12 You will, on termination of this occupancy and to a reasonable standard and to the satisfaction of the Company, leave the Unit in a clean and tidy condition and will make good any damage caused to the

Unit or at the option of the Company reimburse and indemnify the Company against the cost of making good such damage.

- 3.13 You shall not make any alteration or addition whatsoever to the Unit without the written permission of the Company.
- 3.14 You shall not use the Unit or any part thereof other than for the Permitted Use.
- 3.15 (a) You shall not do or permit at the unit anything which may be or become or cause any nuisance, annoyance, disturbance, injury or damage (all as determined by the Company) to the Company or any adjoining owners or occupiers or the other occupiers of the Centre.
- (b) You shall not use the Unit in breach of the title under which the Centre is held, nor for any dangerous, noxious, noisy or offensive trade or business or for any illegal or immoral act or purpose.
- 3.16 The Licence is personal to you and you shall not;
- (a) part with or share the occupancy of the Unit or any part thereof to or with any other person.
- (b) assign, sell or otherwise dispose of this Licence to any other body or person.
- 3.17 You shall not exhibit any sign or notice on or about the Unit or the Centre to be visible outside without the consent of the Company and when necessary the consent of the Planning Authority.
- 3.18 You shall not remove doors, cupboards, partitions or cut any walls or the floor or the ceiling without written permission from the Company and in the event of any act forbidden by this clause to restore and make good the breach immediately following notice to do so.
- 3.19 You may have access over the entrance to the Unit at such times and subject to such conditions as may from time to time be contained in Regulations issued by the Company and you shall not obstruct or impede the use of any part or facility of the Centre.
- 3.20 You may use the toilet and washing facilities in the central block building at such times and subject to such conditions as may from time to time be contained in Regulations issued by the Company.
- 3.21 You may use such other facilities as may be provided by the Company in the Centre for the use of its occupants at such cost and subject to such conditions as the Company may from time to time determine.

#### **PART 4 LICENCE BREACH**

- 4.1 If you shall fail at any time to perform and observe any of your obligations under this Licence then the Company may eject you from the Centre.
- 4.2 The Licence and any dispute or claim arising out of or in connection with it shall be governed and construed in accordance with the law of Northern Ireland, and the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation.

Signed: \_\_\_\_\_  
Licensee

Signed: \_\_\_\_\_  
Lisburn Enterprise Organisation Limited

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_



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## SCHEDULE 1

### CONDITION ACKNOWLEDGEMENT FOR INTENDING LICENCEES

In respect of Unit \_\_\_\_\_ (“the Unit”)

As the intending Licensee of the Unit:

I/We hereby acknowledge that we have fully inspected the Unit, its condition and any currently existing alterations, fitout, additional electrics, fixtures or fittings (“fitout”).

I/We acknowledge that the Unit is provided by the Company as a ‘shell unit’ without the benefit of any such fitout, that the Company is not in a position to confirm the compliance of fitout with the terms of the Licence and/or applicable legislation, and the payment in respect of any fit out is not included in the Licence Fee.

**Delete if not applicable:**

- A. I/We accept the Unit in its current condition and with current fitout, and will ensure that same complies with all applicable regulations and legislation. In particular I/We acknowledge obligations to the Company arising under Clauses 3.11, 3.13 and 3.18 of the Licence.

**Delete if not applicable:**

- B. I/we request the Company to remove all fitout before providing occupation and return the Unit to original ‘shell’ specification for provision under the signed Licence.

Signed: \_\_\_\_\_  
Licensee

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_



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## SCHEDULE 2

### **Agreement between Lisburn Enterprise Organisation Ltd and occupants of workspace at Lisburn Enterprise Centre.**

Lisburn Enterprise Organisation Ltd is required to submit to Building Control the names of all businesses locating in the Centre. It is the responsibility of each business owner to make applications to Building Control before carrying out any work to a Unit.

Changes to the building, fixtures and fittings of workspace Units at Lisburn Enterprise Centre may be carried out by holders of Licences or by agents acting on their behalf, if and only if, all of the following conditions are fulfilled.

1. The Licensee must detail exactly and in writing what work they intend to undertake and receive written permission from Lisburn Enterprise Organisation Ltd prior to undertaking the work.
2. All work is to be carried out at the expense of the Licensee.
3. All work should be carried out by qualified and experienced personnel with no unnecessary damage to the buildings, fixtures and fittings.
4. All damage and changes to the building, fixtures and fittings not strictly necessary for carrying out the work for which permission was received is to be made good at the Licensee's own expense.
5. The Licensee must take financial and operational responsibility for any work required because of or brought about as a result of the work carried out by the Licensee.

I accept and agree to abide by the conditions of this agreement.

Signed: \_\_\_\_\_  
Licensee

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_