

This agreement is made between **Wyboston Lakes Limited**, company registration number 01122944 whose registered office is at Great North Road, Wyboston, Bedfordshire, MK44 3AL (the “**Licensor**”) and you (the “**Licensee**”)

1 LICENSEE

As per the booking confirmation

- 1.1 For Freedom and Flex memberships, the Licensee must book their space in advance of each visit.

2 AGREEMENT DATES

As per the booking confirmation

3 FEES

As per the booking confirmation, which also includes confirmation of the package booked (either Flex, Freedom or Fixed) and the services included.

4 DEFINITIONS

“the Facilities”

means the Landing Pad – Waterfront Hotel and the equipment listed in the Itinerary within the Building [or such other Office or Facility as may from time to time be designated by the Licensor on notice to the Licensee];

“the Building”

means the Waterfront Hotel at Wyboston Lakes Resort

“Common Areas”

Means the foyers, toilets, hallways, corridors and staircases within the Building which are intended to be used in common by the occupiers of the Building or such other areas as may from time to time be designated by the Licensor;

“Designated Hours”

means between the hours of 0700 and 2100 Monday to Sunday;

“Permitted Use”

means the use of the Facilities and equipment for office purposes and for no other use.

“Licence Fee”

Means the monthly fee paid for the package booked

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 Licensor hereby gives permission for the Licensee to use the Facilities or such other space as the Licensor 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 and any rights granted pursuant to it are non-exclusive and are granted in common with and subject to rights of the Licensor and all other persons now or hereafter authorised by the Licensor to use the Building.

- 5.3 The Licensor 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. The Licensee shall occupy the Facilities at the risk of the Licensee.
- 5.4 This Licence shall commence on the Start Date and continue until the End Date as outlined in the confirmation.
- 5.4.1 The licence will automatically renew, unless the Licensee informs the Licensor 14 days prior to the 1st day of the next month.
- 5.5 The Licence Fee shall be payable in advance on or before the Start Date.
- 5.5.1 Freedom and Fixed memberships start from the 1st day of the calendar month. For memberships starting on any other day of the month, the rate will be pro-rated and the minimum licence would be for the rest of that month and the following calendar month.
- 5.5.2 Flex membership can start at any point in the calendar month but licensee will pay the full Fee (allowing up to 6 visits in the calendar month) regardless of number of days left in month.
- 5.5.3 If a Flex member cancels a visit, they must notify the Licensee no less than 24 hours prior to the arrival date to avoid losing that day from their monthly total.
- 5.5.4 Flex members have a maximum of 6 visits in a calendar month and will be charged a day rate for any additional visits during that month.
- 5.5.5 If a Freedom member cancels a visit, they must notify the Licensee no less than 24 hours prior to the arrival. Failure to do so will incur a £25 cancellation fee.
- 5.6 If requested at booking, the Licensee shall pay to the Licensor the Deposit which shall be held by the Licensor throughout the period of the Licence and from which the Licensor may deduct any sums which are due to the Licensor which are due to the Licensee's default under this Licence and otherwise it shall be refunded to the Licensee in whole or in part within 15 working days of the termination of the Licence less such sums as shall be required to remedy any breach of the terms of this Licence by the Licensee.
- 5.7 The Licensee hereby agrees with the Licensor 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 Licensor not being paid on the due date to pay interest thereon at the rate which is equivalent to 4% above the base rate of Barclays 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 Facilities for any purpose other than the Permitted Use and not to cause or permit any damage to the Facilities, equipment or the Building.
- 5.7.3 To observe all rules and regulations as shall be notified to the Licensee from time to time in writing by the Licensor.
- 5.7.4 To return the Facilities clean, tidy free of rubbish and the Licensee's belongings and otherwise in the same condition as at the start date and shall return all keys and/or passes to the Building and/or the Facilities to the Licensor.
- 5.7.4.1 The Licensee will be charged £25 for any unreturned desk keys.
- 5.7.5 Not in any way to interfere with or adversely affect the enjoyment of the Building by others nor cause a nuisance in relation to the same.
- 5.7.6 To keep the Facilities clean and tidy and clear of litter.
- 5.7.7 Not to share occupation of the Facilities nor assign or sub-licence the Facilities and not to assign the benefits of this Licence which shall be personal to the Licensee.

5.7.8 To keep the Licensor indemnified against all losses costs claims and demands caused to the Licensor or such other persons at the Building or otherwise arising because of the Licensee's breach of this Licence or otherwise arising by virtue of this Licence.

5.7.9 To allow the Licensor access to the Facilities at all times

5.7.10 Not to vary, extend, replace or in any way alter the Facilities.

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

5.7.12 To comply with all current legislation and regulations applicable to the Licensee's use of the Facilities

5.7.13 The Licensee shall insure against all potential losses damages claims expenses or liabilities which might arise out of (but not be limited to) its own property brought on to the Facilities or elsewhere into the Building of which the Facilities form part its own liability to its employees and third parties business interruption and any other matter under which the Licensor excludes liability and shall provide the Licensor with full details of such insurance on request.

5.7.14 Not to smoke or allow anyone else to smoke in the Facilities and/or the Building.

5.8 The Licensor may immediately terminate this Licence at any time by serving notice on the Licensee.

5.9 Notices served by the Licensee should be served upon:

The Hotel Manager, The Waterfront Hotel, Wyboston Lakes Resort, Great North Road, Wyboston, MK44 3AL

5.10 Notices served on the Licensor should be served by hand first class prepaid post recorded or special delivery and should be served at its registered office and at the Centre address detailed above.

5.11 The Licensee shall remedy any breach of the terms of this Licence forthwith upon being notified by the Licensor.

5.12 It is hereby agreed between the parties that this Licence confers no tenancy or security of tenure upon the Licensee.

5.13 The Licensor hereby agrees to provide to the benefit of the Licensee the following services if these are identified above as being required:

5.13.1 An electricity supply to the Facilities together with the lighting and heating of the Common Areas between the Designated Hours.

5.13.2 A Broadband connection

5.14

5.14.1 The Licensor is not liable for any loss as a result of its failure to provide a service or as a result of mechanical breakdown/ maintenance repair of or a shortage of fuel or to materials or liable or any other cause which is beyond the Licensor's reasonable control unless the Licensor's failure to provide is deliberate or negligent.

5.14.2 The Licensor will not have any liability for any loss damage or claim which arises as a result of or in connection with the Licensee's agreement and/or the Licensee's use of the Facilities except to the extent that such loss damage expense or claim is directly attributable to the Licensor's deliberate act or the Licensor's negligence ("Licensor's Liability").

5.14.3 The Licensor is not liable for any failure until the Licensee has told the Licensor about it and given the Licensor a reasonable time to put it right; and

5.14.4 The Licensor's Liability will be subject to the limits set out in clause 5.16 below.

5.15 The Licensor will not in any circumstances have any liability for:

- 5.15.1 Loss of business loss of profits loss of anticipated savings loss of damage to date of third party claims in each case whether direct or consequential; or
 - 5.15.2 Any consequential loss.
- 5.16 The Licensor will be liable:
 - 5.16.1 Without limit for personal injury or death caused by the Licensor or its employees' or agents' negligence or fraudulent misrepresentation or where it would be unlawful for the Licensor to exclude or restrict such liability;
- 5.17 If two or more persons constitute the Licensee the liability shall be joint and several.
- 5.18 Any property of the Licensee left in the Facilities and/or Building may be disposed of by the Licensor at any time after [1 month] following the end of this Licence without notice and by any means whatsoever and the Licensor shall not be liable for any loss or damage to any property of the Licensee or any of its employees servants agents or other persons connected to the Licensee [and any monies received for the sale of such items shall be paid to the Licensee subject to the deduction of any costs of the sale or other monies owed by the Licensee to the Licensor.]
- 5.19 Any person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any provisions of this Licence but this does not affect any right or remedy of a third party which exists or is available apart from that Act.