

# BASEPOINT LICENCE AGREEMENT

<b>Agreement ID:</b> <input style="width: 90%;" type="text"/>	<b>Date:</b> <input style="width: 90%;" type="text"/>
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<b>Business Centre Address (Centre)</b> <input style="width: 95%; height: 60px;" type="text"/>	<b>Business Centre Bank Details</b> <input style="width: 95%; height: 60px;" type="text"/>
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Company	Name
Address	Title
City / County	Tel
Post code	Fax
Country	Email
Company Reg. No:	Mobile

**Invoicing Address**

Company	Name
Address	Tel
City / County	Fax
Post code	Email

**Licence Fee Details**

Office No	Actual Workstations	Details/Description	Net Total

**Direct Debit Mandate Form attached.**

**Notice Period:**

Contract start date	<input style="width: 90%;" type="text"/>

**Additional Provisions**

Equivalent monthly licence fee-incl cont. sheet if appl.	
Total monthly contract service fee	
Subtotal	
VAT	
Total Monthly Fee (calendar month)	
Deposit	
Less Deposit Already Held	
<b>Total Additional Deposit Due</b>	

**For and on behalf of us:**

Name:
Title:
Date:
Signature

**For and on behalf of you the Licensee:**

Name:
Title:
Date:
Signature

This agreement is made between us and you and you confirm that you have read and understood the Terms and Conditions overleaf and agree to be bound by them and we agree to provide the services and facilities mentioned overleaf. Basepoint is the trading name of Basepoint Centres Ltd. Registered Office: 61 Thames Street, Windsor, Berkshire, SL4 1QW, UK. Registered in England No: 03048451. You should note that this agreement does not end automatically but as provided in paragraph 2 of the Terms and Conditions.

**Making a Difference**



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## TERMS AND CONDITIONS

1. The Licensor authorises the Licensee to occupy the Unit for the Permitted Use from and including the Licence Start Date until a Licence Termination Notice is given and expires ("the Licence period").
  2. As consideration for the occupation and use of the Unit the Licensee is to pay the Licence Fee to the Licensor throughout the Licence period in accordance with the Schedule and comply with the terms. The Licence Fee is to be paid in advance on the Licence Start Date, and thereafter monthly in advance by Direct Debit. Payment is by direct debit only. No other payment is acceptable except during the direct debit set up period. The sum of £50 will be charged in respect of any dishonoured cheque of failed direct debit.
  3. The Licensee is entitled during the Licence period to:
    - 3.1. use the roads and paths within the Centre for the purpose of access to and egress from the Unit
    - 3.2. park motor cars or light vans in the number of Parking Spaces specified in the Schedule in the location specified by the Licensor
    - 3.3. load and unload vehicles on such parts of the Centre as the Licensor may specify.
  4. The Licensee agrees during the Licence period:
    - 4.1. to pay for all telephone and broadband installations and charges
    - 4.2. to pay for all charges for gas, electricity and water consumed in the Unit, if metered
    - 4.3. to pay business rates directly to the local billing authority
    - 4.4. Licence Fees are reviewed annually by the Company, normally on the 1st April each year. The Company's policy is to offer units at License Fees in line with the market rate. If required the license fee will be amended in reflection of the review, and the new price will replace the previous payment schedule.
    - 4.5. to comply with all regulations made by the Licensor for the Centre and with any directions given by the Licensor's officers for the orderly use and management of the Centre
    - 4.6. to use and occupy the Unit solely for the Permitted Use and not for any other purpose
    - 4.7. to take good care of the Unit and its fittings and services and immediately to rectify at the Licensee's expense all damage caused by the Licensee or its employees and visitors
    - 4.8. not to make any alterations or additions to the Unit or attach any fittings or fixtures to it without the Licensor's prior written consent and if requested by the Licensor remove any alterations, additions or fixtures on expiry of the Licence and reinstate the Unit to its previous condition
    - 4.9. not to park or leave any motor vehicles on any part of the Centre except as authorised by this Licence
    - 4.10. not to place or store any goods materials or refuse outside the Unit
    - 4.11. not to overload the floors, walls or roof of the Unit nor to bring any dangerous or unduly inflammable materials or substances into it and not to cause any nuisance annoyance disturbance or damage to the Licensor or the other occupiers of the Centre
    - 4.12. to comply with all statutory requirements and with the requirements of the Licensor's insurers and any authority or company supplying services to the Centre and if so required by the Licensor provide evidence of compliance
    - 4.13. to vacate the Unit immediately the Licence comes to an end
    - 4.14. to indemnify the Licensor against all actions claims costs and liability of any nature and howsoever arising and resulting directly or indirectly from the Licensee's occupation and use of the Unit and the Licensee's use of the access and parking rights
    - 4.15. not to employ a member of Centre staff previously employed by the Licensor within six months of them leaving the Licensor.
  5. The Deposit will be held by the Licensor, which is entitled to retain and apply it in or towards payment of any Licence fees or any other monies due from the Licensee or to remedy any of the matters referred to in clause 4 above, or any other breach of this licence. The deposit or the remaining balance of it will be repaid to the Licensee within two weeks after the end of the Licence period.
  6. The Licensor will:
    - 6.1. maintain the Centre, arrange for disposal of normal refuse, clean and maintain all common parts and provide central reception facilities
    - 6.2. insure the structure of the Unit and the Licensor's fixtures and fittings but not any fittings equipment machinery goods or articles in the Unit or elsewhere on the Centre which do not belong to the Licensor
    - 6.3. not accept responsibility for any direct or indirect or consequential loss or damage caused to the Licensee or to the business or assets of the Licensee or any third party caused by unforeseen events including but not limited to losses arising from flooding, power cuts and fire.
  7. The Licence is non-assignable and is personal to the Licensee who shall not allow any other person (other than employees of the Licensee) or company to use occupy any part of the Unit.
  8. The Licensee acknowledges the right of the Licensor and its officers to enter the Unit at any time and that this Licence does not create or evidence any tenancy.
  9. The Licensor reserves the right at its discretion to require the Licensee to move to another unit at the Centre provided the Unit is reasonably suitable for the Licensee's business and if such a move is required then the Licensor will pay the reasonable removal expenses and associated cost incurred by the Licensee because of the move.
  10. The Licence will terminate immediately on the happening of any of the following events:
    - 10.1. on the expiry of a Licence Termination Notice of the length specified in the Schedule which either party may give
    - 10.2. if the Licensor gives notice to the Licensee that it has committed a breach of the Terms and the Licensee has failed to remedy the breach within seven days after the Licensor has required the Licensee to do so
    - 10.3. if the Licensee has a Receiver appointed or enters into liquidation or bankruptcy.
    - 10.4. Notice period to end on the last day of any calendar month at the end of the term stated on your license. IF YOU PURCHASE OUR TELECOMS PACKAGE THE FOLLOWING TERMS AND CONDITIONS APPLY.
  11. Contract - By signing the Telecoms Service Agreement form the person entering into the contract (the 'Licensee') agrees to pay to Basepoint (the 'Company') the installation cost and the weekly equipment and line rental and call charges for the services that the Licensee has requested and that are set out in writing to you. Licensees will be billed for their installation and first month's rental upon signing this agreement. Call charges will be billed monthly in arrears, thereafter. Subsequent monthly charges will be collected (in advance) by Direct Debit. Invoices are produced and sent out by the Company prior to collection by Direct Debit. Failure to pay any invoice within 14 days of the billing date will result in termination of the service. There will be a charge in the event that the service is subsequently reconnected.
  12. Telephones Numbers - The telephone number allocated to the Licensee by the Company can only be used during your license term, and cannot be transferred, sold or used outside the centre.
  13. Charges - The Company commit to maintain line rental, equipment rental, call charges and additional services at a competitive rate. The Company will give 28 days' notice of any change in the rates or the Telecoms Service Agreement.
  14. Service - If any problems arise with the service then you should contact the Centre staff who will manage the resolution of any problems in accordance with the Service Level Agreements that are in place with our own maintainers. The Company will endeavor to carry out any essential maintenance to the system outside of business hours; however, on occasion the Company may have to interrupt the service during business hours for operational reasons or in exceptional circumstances.
  15. Ownership and Maintenance - The telecoms equipment provided by the Company for your use remains the property of the Company throughout the rental period. The Company and their contractors will maintain the equipment during the rental period and the Licensee will hand back the equipment in good serviceable condition, fair wear and tear accepted, at the end of the rental period. Any damage caused to the equipment, accidental or otherwise, during or at the end of the rental period, will be the responsibility of the Licensee who will be liable for the repair or replacement cost of the equipment.
  16. Equipment - Only equipment that is BAPT approved may be used. The Company reserves the right to disconnect any equipment that is not compatible with the telephone system.
  17. Usage - The service must not be used to make offensive, indecent, menacing, nuisance or hoax calls, or fraudulently or in connection with a criminal offence. We reserve the right to terminate the without notice in the event of abuse/misuse of the system by the Licensee.
  18. Termination - The Licensee can terminate this contract on 14 days written notice and on payment of all outstanding rental and call charges. IF YOU PURCHASE OUR BROADBAND PACKAGE THE FOLLOWING TERMS AND CONDITIONS APPLY.
  19. Contract - By signing the Broadband Service Agreement form the Licensee agrees to pay to Basepoint Centres Ltd the 'Company' the installation cost, and the monthly rental for the services the Licensee has requested, and agrees to comply with the Acceptable Use Policy. Licensees will pay their installation and first month's rental charge in advance, upon signing this agreement. Subsequent monthly charges will be collected (in advance) by Direct Debit. Invoices are produced and sent out by the Centre Manager prior to collection by Direct Debit. Failure to pay any bill within 14 days of the billing date will result in termination of the service. There will be a charge in the event that the service is subsequently reconnected.
  20. Responsibilities - The Company is responsible for the service that is provided to the point of the outlet on the wall or the floor in the Licensee's unit. From this point the Licensee's own equipment takes effect and the Company is unable to offer support on this. The Centre Manager has copies of a step-by-step guide showing how to configure IP and DNS settings to allow internet access. Your PC needs to be installed with a Network Card and you must provide your own CAT5e cable from the outlet to the PC. It is recommended that PCs that are connected to the Internet are installed with up-to-date anti-virus software as Basepoint cannot be held responsible for any damage which you may sustain as a result of a virus infection.
  21. Charges - The Company commit to maintain the service at a competitive rate. The Company will give 28 days' notice of any change in the rates or to the Broadband Service Agreement form.
  22. Service - The Broadband service is subject to variations of the contention rate and of the availability of the service which are both controlled and maintained by our supplier. These variations are beyond the control of Basepoint and we therefore cannot be held liable for any business disruption, loss or damage or third party liability caused by disruption in the service, or have any responsibility for any system breakdowns which affect the service, or which impede or delay the execution of transactions and which arise as a result of breakdowns in the networks, systems or programs used.
  23. Maintenance - If any problems arise with the service then you should contact the Centre Manager who will manage the resolution of any problems. The Company will endeavour to carry out any essential maintenance to the system out of business hours; however, on occasion the Company may have to interrupt the service during business hours for operational reasons or in exceptional circumstances.
  24. Usage - The Broadband service will be monitored regularly by Basepoint to ensure fair usage of the service by all Licensees. You can download or upload up to 10GB of data per month for the standard monthly charge and this will allow you to browse the Internet, send and receive standard e-mails and download standard sized files. If your usage exceeds 10GB in the normal monthly charge period then you will be charged an additional fee according to our price list. The service must only be used for lawful purposes and more details regarding usage can be found in the 'Acceptable Use Policy'. We reserve the right to terminate the service without notice in the event of abuse/misuse of the service by the Licensee.
  25. Termination - The Licensee can terminate this contract on 14 days written notice and on payment of all outstanding charges.
- ACCEPTABLE USE POLICY FOR BROADBAND ACCESS  
This Acceptable Use Policy specifies the actions prohibited by Basepoint Plc.
- ILLEGAL USE  
You must not use the service to send or receive any material which is abusive, indecent, obscene, defamatory, racist, offensive, menacing or in breach of confidence, copyright or any other rights which contains unlawful security devices or contravenes any law. You must not use it to cause annoyance, inconvenience or to send any unsolicited advertising of any kind.
- SYSTEM AND NETWORK SECURITY  
Violations of system or network security are prohibited, and may result in criminal and civil liability. Basepoint will investigate incidents involving such violations and may involve and will co-operate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following: Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorisation of the owner of the system or network. Unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- EMAIL  
Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.
- USENET  
Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.
- INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A BASEPOINT CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

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