



CONTROL GROUP UK LTD OFFICE SPACE

TERMS AND CONDITIONS

This Agreement is made between Control Group UK ("the Landlord"), and ("the Hirer"). Control Group UK provide office accommodation /storage for businesses in the commercial, industrial and warehouse sector. The buildings are insured by the Landlord against all the insured risks.

In consideration of paying the deposit and a regular rental fee, plus Value Added Tax, the Hirer hereby agrees to the following terms and conditions below.

1) TERM

For an initial term set out, Control Group UK grants the Hirer the right to share, the use of Atlantic House and to receive services from Atlantic House, particulars of which are set out in paragraph 5 below. Subject to additional payment the Hirer is entitled to the Additional Services referred to in paragraph 6 below. The Hirer is also entitled to receive those services referred to in the Additional Provisions or Addendums (if any).

2) AGREEMENT NOT LEASE

i. This Agreement does not give the Hirer any estate, right to interest in the property owned or controlled by Control Group UK, except and insofar as it is necessary for the exercise of the rights expressly conferred on him/her by this Agreement, and does not exclude the landlord from legal possession of its property.

ii. This Agreement is personal to the Hirer and shall not be capable of being assigned, shared or otherwise disposed of, and the Hirer shall not grant, or attempt to grant, any rights in it.

3.) THE CHARGES

i. The regular monthly charge plus Value Added Tax is payable in advance without deduction or set off on the 1st day of each month. The charge will be subject to an increase upon the agreed rent review highlighted on pages 1 and 2 of this Rental Agreement.

ii. Additional Services

Fees for additional chargeable services are invoiced in arrears and are payable on the 1st day of each month following the month to which the additional chargeable services were provided.

iii. The Deposit

The deposit payable upon the Hirer entering into the Rental Agreement. The deposit will be held as security for any breach of any of the terms of this agreement and in the event that a deduction is made, the Hirer will, on demand, pay such sum as may be necessary to restore the deposit to its full amount. Any balance shall be returned to the Hirer when the Rental Agreement ends, and shall be paid without interest.

- SHRED - RELOCATIONS - INTERIORS - STORAGE - HOME REMOVALS - OFFICE SPACE

Control Group (UK) Ltd.

Atlantic House, Michigan Drive, Tongwell, Milton Keynes, Buckinghamshire MK15 8HQ

Tel: 01908 216700 Fax: 01908 216300 info@cguuk.co.uk www.cguuk.co.uk

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iv. Payments

All payments are to be made in advance without deduction or set off on the 1st day of each month. Credit and debit card payments may incur a small charge. All payments, for additional services are to be made within seven days of the date of service of the invoice.

v. Late Payment

The Owner may charge interest at the rate of 1.75% per month or part month on all sums due from the Hirer, or a penalty charge of £ 25, whichever is greater, for sums that are not settled on the date that they fall due.

vi. Breach of Agreement

In the event that the Hirer breaches any term of this agreement, defaults on any payment (whether or not demanded) or becomes insolvent or subject to insolvency proceedings, then Control Group UK reserves the right to withhold all services, and deny the Hirer access Atlantic House without any liability to the Hirer.

4 USE OF ATLANTIC HOUSE

i. Acceptance

By using the unit(s) the Hirer is accepting that the unit(s) is complete and ready to be charged for; any snags /outstanding building works to be completed by Control Group UK cannot be used as excuse to deny payments.

ii. Inventory

The Owner shall provide space, furniture and equipment, which the Hirer shall be permitted to use. Furniture and equipment can only be supplied subject to availability. The Hirer will be required to sign an inventory of the furniture and equipment, with a note of condition which shall be agreed.

iii. Use

The Hirer may only use the accommodation allocated him /her for office or storage purposes and only for the business explained at the time of entering into agreement. Subletting is not permitted unless written consent is obtained from Control Group UK.

iv. Care

The Hirer must take good care of the accommodation allocated to him /her and also the Atlantic House building (s), including its fixtures, furnishings and fittings. No alterations or additions to the space or the buildings are permitted, without written authorisation from the Owner, and the Hirer shall be liable for all damage caused by him/her or those who use the Atlantic House at his/her invitation, or with his/her permission.

v. Equipment

The Hirer shall not install any equipment, cabling or electrical appliances, without the written consent of the Owner, which it may refuse at its absolute discretion.

vi. House Rules

The Hirer must comply with the House Rules and regulations which the Owner may impose from time to time, whether for fire, health and safety, security or otherwise. The Hirer may not smoke in any part of the building (s) (except within the areas designated, if any). A copy of the House Rules can be made available upon request.

The Hirer must comply with all relevant laws and regulations relating to its business and the use of accommodation allocated to them. The Hirer must do nothing that may cause a nuisance or annoyance to the Owner or other occupiers of Atlantic House (this includes excessive noise levels); or interfere with the use of the building or cause Control Group or others loss or damage.

At the sole and absolute discretion of the Owner, the Rental Agreement to Occupy may be renewed, for such further period or periods (or a part thereof,) as the Owner may determine. PROVIDED ALWAYS THAT the Owner reserve the right to review and increase the regular charge at any time after the original term of the rental agreement to Occupy stated has expired.

viii. Insurance

Insurance for the Hirer's own property with Control Group including any liability to the Hirer's employees and/or third parties are the

Hirer's sole responsibility, and the Owner accepts no responsibility in this regard.

The Hirer will not be allowed to use portable paraffin, diesel/fuel or gas heaters (heating generated by a naked flame) within Atlantic House as the use of this equipment will render the insurance null and void. The same will apply for forklifts fuelled by gas or diesel. Electric forklifts are permitted.

The Hirer shall at any time upon request of the Owner provide full details of all occupiers with the building including terms of their occupation.

ix. Access

The Owner offers 24 hour access to the building but only provides regular office support from 9am to 5pm, Monday to Friday (excluding bank holidays)

x. Our Access

The Owner can enter any space allocated to the Hirer at any time without notice.

xi. Interruptions of Services

In the event that the services provided by the Owner, (including access to the space), are interrupted or suspended by force majeure, then payment of the regular charge will also be suspended for the period concerned.

xii. Liability

The Owner shall not be liable to the Hirer, its servants or agents, for any loss or damage, howsoever arising, whether to a Hirer's property or otherwise and whether as a result of the Owner failure to provide one

or more of the services, (including, but not limited to, all telecommunications and Internet services,) referred to in this agreement, or as a consequence of the negligence of its staff or subcontractors, or otherwise.

xiii. Common Equipment

By signing this Agreement the Hirer and those who use Atlantic House at your invitation, or with your permission accept that the Owner cannot and will not be held liable for any damage or injury caused from any common equipment supplied by the Owner including pallet /pump trucks and forklifts.

xiv. Parking

Parking is on a first come first served basis.

5) SERVICES PROVIDED BY THE OWNER WHICH ARE INCLUDED WITHIN THE REGULAR MONTHLY CHARGE The Owner shall grant to the Hirer:-

i. The Use of Space

The use of space, particulars of which are set out on page 1, PROVIDED ALWAYS THAT, without giving notice is entitled to allocate a different space to the Hirer from day to day, provided that the alternative space is of comparable size to the space allocated.

ii. Provision of Services

- Use of reception areas
- Use of a kitchen and toilets

iii. Settlement of all of the following costs

- Uniform business rates
- Water rates
- Refuse collection
- General repair and maintenance
- Landscaping maintenance
- Heating and lighting of all communal areas
- Servicing, maintenance, repair of our equipment
- Insurance of building
- Site security out of business hours

6) SERVICES PROVIDED BY THE OWNER WHICH ARE AVAILABLE AT AN ADDITIONAL MONTHLY CHARGE

At any time during the period when this Agreement is in existence at additional charge to be paid by the Hirer, to the Owner, the Hirer can request the Owner to provide one or more of the following additional services:-

- Meeting and conference rooms

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- Photocopying
- Communications (phone and internet)
- Forklift truck(s)
- Pallet/pump trucks

i. Forklifts and pallet trucks

The use of pallet / pump trucks and forklifts is at the complete discretion of the Owner and any driver (s) must hold a valid license for the vehicle, and all relevant insurance(s), any risk against damage or injury is with the Hirer and not the Owner.

7) TERMINATION OF THE RENTAL AGREEMENT TO OCCUPY

i. Renewal

The Rental Agreement to Occupy lasts for the period stated. At the end of the period stated this rental agreement automatically becomes rolling with a 90 day notice period that will not end until notice has been served by either the Hirer or the Owner.

ii. Notice

Any notice or other communication required to be given by this rental agreement, shall be in writing and to be delivered personally or sent by recorded delivery or by commercial courier to each party. Notice stated within the agreement must be given in writing to the Owner. All notice's can only be accepted after the period stated in the earliest end date. Notice period is 90 days unless otherwise stated. Once notice is accepted the Owner has the right to conduct viewings on the unit without notice to re-rent the space.

iii. Immediate Termination

The Owner may terminate this Rental Agreement with immediate effect, by service on the Hirer of written notice, in the event that the Hirer does not pay the basic charge or the costs of the chargeable services due under this agreement, within 9 days of the date they are due to be paid, (whether demanded or not), or if the Hirer is in breach of any of the other terms of the agreement, or becomes insolvent, or subject to insolvency proceedings. In the event that Rental Agreement is terminated, the Hirer will remain responsible for all of its outstanding obligations, including payment of the basic charge for the remainder of the Period of Agreement.

iv. On Leaving

When notice has been served (or the rental agreement terminated), the Hirer is required to vacate the space upon the agreed exit date. Any property left at the premises will be treated as abandoned and disposed of, any costs of disposal will be borne by the Hirer. The Owner will not owe the Hirer any responsibility for the Hirer's property or the proceeds arising from any sale. The unit is to be returned internally as given; to include flooring, walls, windows, internal ceiling and front door. Excluding roof, building structure and outside areas.

v. Indemnities

The Hirer will fully and effectually indemnify the Owner in respect of all claims, costs and demands, howsoever arising, made by any third party, whether from the Hirer's use of Atlantic House or its services or



otherwise; and if the Hirer is in breach of the terms of this Rental Agreement to Occupy the Hirer will also be responsible for any costs, (including reasonable legal costs,) incurring in enforcing this agreement.

8) GENERAL PROVISIONS

i. Entire Agreement

The terms of this Agreement constitute the entire agreement between the parties in respect of the Rental Agreement to Occupy, and the parties acknowledge that they are not entering into this Agreement in reliance upon any representation, warranty or undertaking which is not contained or referred to in this Agreement.

ii. Severability

The unenforceability of any provision of this Agreement shall not affect the enforceability of all remaining provisions. It is agreed that each obligation under this Agreement is separate and severable and any such unenforceable provision shall be deemed not to be part of this agreement.

iii. Credit Checks and Personal Guarantees

Should it be necessary the Owner has permission from the Hirer to run credit checks (in the case of Limited companies, checks on Directors and shareholders). We require a personal guarantee which will only be used in the care of a bankruptcy or liquidation. For that reason the Hirer will only be asked to provide same in the event that it becomes necessary to do so.

iv. Applicable Law

This Agreement will be construed in accordance with the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the

English Courts to settle any disputes which may arise in connection with the Agreement.

v. Legal Advice

Both Parties HEREBY DECLARE AND AFFIRM that they have each been given the opportunity to obtain legal advice on the implications and effect of this

Agreement and that they understand the terms and conditions referred to herein and that they wish to be bound by them.

9) BUSINESS RATES

The Hirer authorises the Owner to act as your agent in all correspondence with the local authority regarding business rates and if the Hirer receives any post or correspondence regarding business rates then the Hirer will forward it to the Owner for processing. The Owner may register you for any type of available business rates relief, which may be available at any given time. For the avoidance of doubt the Rental Agreement Fee includes all business rates and the Owner is liable to pay all business rates due net of any relief available, directly to the local authority.

10) INTERNET POLICY

i. Monitoring

The Owner will not block, restrict or record user access to any websites. The Owner will however monitor the bandwidth being consumed by Hirers to ensure that it meets the fair usage criteria.

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ii. What happens if you are effected by the Fair Usage Policy

If you are effected, the Owner will contact you by email to let you know that your usage at peak hours is excessive. After this if your usage is still excessive you will be contacted for a second time. Should excessive download continue for a third time you will be notified that the Owner is reducing you speed capability.

11) GDPR

i. Data Protection and Monitoring

The Client consents to the Owner holding and processing, both electronically and manually, the data (including personal sensitive data and information contained in e-mail, e-mail attachments and computer systems) it collects in relation to the Client, its personnel and /or clients or consumers for the purpose of performance of the Services and in respect of the Owners management of contractors, employees, workers and its business and for compliance with applicable procedures, laws and regulations. The Client also consents to the transfer, storage and processing by the Owner of such data worldwide exclusively for the purposes of performing the Services under this Agreement. Full details of our privacy policy are available at : www.bucks-biz.co.uk/privacy-policy