



Ref: QU2 Business Incubation – Occupation Agreement (Terms and Conditions)

The buildings known as QU2, Queen Square Business Quarter (9,15, 16 and 22 Queen Square, Leeds, LS2 8AJ) (the "**Building**") is let to Leeds Metropolitan University (the "**University**") pursuant to a lease dated 7 February 2003 and made between **Flintaxe Limited and Leeds Metropolitan University**. At present **office number XXX** is available for occupation by you for the operation of your business (the "**Business**"). This agreement covers occupation of this office space, further details of which are set out in Schedule 1 (the "**Premises**"). You are advised to read this document fully before signing it.

The University agrees to provide you with the Premises forming part of the Building on the following terms (the "**Agreement**").

1. OCCUPATION

- 1.1 You agree to occupy the Premises on the terms of the Agreement. However, you will not have exclusive occupation of the Premises during your occupation. The University or anybody with the University's authority shall be entitled to enter and use the Premises at any time.
- 1.2 The Agreement may be terminated at any time by either party giving to the other three calendar month's notice in writing, and upon the giving of such notice the occupation shall immediately cease, but without prejudice to any right of action of either party in respect of any breach of the obligations of either party in this Agreement.
- 1.3 If you commit any material breach of any of the terms of this Agreement, the University may serve notice upon you to terminate the Agreement and upon the giving of such notice the occupation shall immediately cease and determine but without prejudice to any right of action of either party in respect of any breach of the obligations of either party in this Agreement.
- 1.4 The Agreement may be terminated by the University with immediate effect if you become bankrupt or enter into a formal or informal individual voluntary arrangement with your creditors or if your company makes any composition with its creditors, suffers any distress or execution to be levied against its assets, the company is wound up or a receiver is appointed over its assets, or an application is proposed or made or if the company ceases or threatens to cease to carry on its business by reason of insolvency or approaching insolvency.
- 1.5 You must vacate the Premises on termination of this Agreement.
- 1.6 This Agreement is personal to you and cannot be transferred. For the avoidance of doubt you shall not assign, underlet, charge, part with possession of or share occupation or execute or declare a trust in respect of or otherwise dispose of or deal with the Premises or any part or parts of the Premises.
- 1.7 The Premises occupied by you must be used for the sole purpose of operating the Business unless otherwise authorised in writing by the management of the University.



2. **TERM**

2.1 The Agreement will commence on **date XX/XX/XXX** and, subject to:-

2.1.1 payment by you of the business fee as stated in Schedule 1; and

2.1.2 termination under the terms of this Agreement

shall continue **until further notice** (the "**Term**"),

3. **BUSINESS FEE**

3.1 You agree to pay to the University the business fee monthly in advance as detailed in Schedule 1.

3.2 The telephone line rental and VAT will be added to the business fee. A separate bill will be issued for calls you make and for any other services agreed. (See also Schedule 2.)

4. **EQUIPMENT AND SERVICES**

4.1 The University shall (subject to availability) provide you with the equipment and services detailed in Schedule 2.

4.2 Out-of-hours access to the Premises will be as per instructed and as may be altered from time to time by the University. Subject to the foregoing, at the signing of this Agreement, access will be allowed between the hours of 8.00 am and 6.30 pm on Monday to Fridays.

5. **YOUR OBLIGATIONS**

You must:-

5.1 not hold yourself out as agent, employee or officer of the University;

5.2 be a trading commercial entity to enter into this agreement and registered with the Inland revenue Department as a commercial business;

5.3 ensure that you carry out your Business and behave in a manner which the University considers appropriate whilst on the Premises, and not cause any nuisance, obstruction, damage, annoyance, inconvenience, interference or disturbance to the University, other users of the Building, the University's staff, employees, visitors or the owner or any occupier of any neighbouring property or land of the University;

5.4 keep noise at a level that does not interfere with or disturb the comfort or business of others;

5.5 not allow any other person to use your security codes;

5.6 not make any alterations or additions to the Premises;



- 5.7 not erect any signs, notices, logos or display boards inside or outside the Premises or the Building;
- 5.8 not obstruct the access ways to the Premises or the Building or cause the same to become dirty or untidy nor leave any rubbish on them;
- 5.9 not alter or damage the Premises in any way nor make any addition to the electricity or other installations in the Premises; and for the avoidance of doubt, without prejudice to any other right or remedy, where such alterations or damage occur, you must immediately pay any costs and expenses as requested by the University for the repair or replacement of the same;
- 5.10 promptly notify the University of any defect or disrepair in or about the Premises;
- 5.11 not impede in any way the University or its officers or agents in the exercise of their possession and control of the Premises;
- 5.12 ensure that all guests brought to the Premises are escorted through the relevant security for the Premises;
- 5.13 not bring into the Premises any goods or equipment, other than those which the University considers appropriate to be used in the ordinary and usual course of a business;
- 5.14 be totally responsible for the activities and behaviour of anyone brought into the Premises by you and restrict their access to the Premises only;
- 5.15 keep the Premises in a clean and tidy condition, remove unwanted waste daily, and upon termination of the Agreement remove all your personal property and quit the Premises and leave them in the same condition in which they were at the commencement of this Agreement. All keys must be returned to the University immediately upon vacating the Premises;
- 5.16 agree that any of your own fittings, furniture and equipment not removed by you from the Premises on termination of this Agreement shall become the property of the University;
- 5.17 provide your own stationery for use in connection with the Business;
- 5.18 be wholly responsible for your own property (including the security of your telephone system) and ensure that you have appropriate insurance for the same including public liability insurance, employers liability insurance and all other forms of insurance required for the operation of the Business or regulating the safety of the Premises and those occupying or visiting the same, including but not limited to Occupiers' Liability Act 1957, Factories Act 1961, the Offices Shops and Railway Premises Act 1963, the Fire Precautions act 1971, the Defective Premises Act 1972, the Health and Safety at Work etc Act 1974 and the Occupiers' Liability Act 1984. It is a condition of this Agreement that all of your insurance certificates be available for inspection by the University at all times and where so required displayed at the Premises;



- 5.19 maintain insurance in respect of any liability under the indemnity provisions contained in this Agreement it being a term of such insurance that all monies payable under it in respect of the indemnity provisions are paid to the University;
- 5.20 make yourself aware of all fire and health and safety rules and regulations relating to the Premises;
- 5.21 not bring onto the Premises substances of a combustible, flammable or dangerous nature, any illegal substances or dangerous weapons;
- 5.22 take all action necessary to comply with all statutory requirements affecting the Premises and all other requirements or recommendations of the insurers of the Premises and of the Business;
- 5.23 not do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might result in the insurance of the Premises or of the Business being void or voidable;
- 5.24 comply with all rules and regulations that the University issues to you from time to time;
- 5.25 comply with any reasonable requests for assistance or instructions given by the University.

6. **YOUR LIABILITY**

- 6.1 You shall at all times promptly and fully indemnify and keep indemnified the University and its servants and agents against any expense, cost, liability, loss, claim or proceedings whatsoever arising including but not limited to any claim by a third party in respect of the services or other work carried out by you, electricity and telephone charges incurred by you, any breach of this Agreement, any damage, claim or loss caused by persons authorised by you under the Premises, whether to property or otherwise, whether direct, indirect or consequential including loss of profits and howsoever arising.
- 6.2 You shall indemnify and keep indemnified the University and its servants and agents and invitees against all costs, claims, liabilities or demands whatsoever and howsoever arising from your breach of this Agreement.

7. **LIMITATION OF THE UNIVERSITY'S LIABILITY**

- 7.1 No liability shall rest on the University for the injury or death of any person or damage to any property unless it is proved to be as a result of the negligence of a representative of the University.
- 7.2 The University shall not be liable for any loss, damage, costs or expenses arising from or relating to acts or omissions of other users of the Building, their guests, members of the public, intruders or otherwise.
- 7.3 The University shall not be liable for any indirect or consequential loss (including loss of profits) in any event;



7.4 You must satisfy yourself that the Premises are fit for the intended purpose of your business for the duration of the term.

8. GENERAL

8.1 Subject to complying with the terms of this Agreement you shall have the right to use the toilets, kitchens and other common facilities in the Building.

8.2 The University shall not be liable if it is unable to perform any of its obligations due to any circumstances beyond its reasonable control.

8.3 If any provision in this Agreement becomes void or inoperable in whole or in part, the other provisions or part thereof shall remain valid and enforceable;

8.4 Neither party will be bound by any variation, waiver or addition to this Agreement except as agreed in writing;

8.5 This Agreement shall be governed and interpreted according to English Law and shall be subject to the jurisdiction of the English Courts.

8.6 All notices given by either party shall be in writing and shall be sufficiently served in, delivered by hand or sent by recorded delivery to either party at the registered office or last known address of each party (as appropriate).

8.7 This agreement does not confer exclusive possession upon you, nor does it create the relationship of Landlord and Tenant between the parties. You shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or to any other statutory security of tenure now or upon the termination of this agreement.

8.8 Any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. THE QU2 NETWORK I.T. SECURITY POLICY

9.1 **Introduction** - By accessing or otherwise making use of the Information Technology (IT) facilities available at this institution, you agree to be bound in full by this Security Policy.

9.2 **Definitions** - For the purposes of this document, the term "IT facilities" will be held to include the following: e-mail, the Internet and internal networks; all computers, laptops, and other such devices, including (but not limited to) portable digital assistants and mobile smartphones; and any related software or hardware.

9.3 **Application** - This Policy applies to **all** users of the IT facilities.

9.4 **Fair Use** - At any one time, the QU2 Network's shared bandwidth is being used by many people simultaneously. In order to prevent inappropriate use of the IT facilities and ensure that other users are not adversely affected thereby, the following Fair Use rules apply:

9.41 Any bandwidth-heavy activity, such as the downloading or uploading of large files and the use of peer-to-peer networks, must be kept to a bare minimum.



9.42 Wherever possible, such activity should take place outside of peak times (for the purposes of this Policy, peak times are defined as the hours between 9:00am and 5:30pm, Monday to Friday).

9.43 Repeated contravention of these rules will result in a written warning to your registered email address. Any further failure to comply will result in the prompt suspension of your access to the IT facilities without the provision of further notice.

9.44 For details of what constitutes “inappropriate use of the IT facilities,” please see Section 6.

9.5 **Acceptable Use** - A non-exhaustive list, detailing some examples of prohibited uses of the QU2 Network, is given below:

9.51 **Illegal Activity** – criminal or civil violations of laws, regulations, or other government requirements of any jurisdiction, including violation of copyright, forgery and unauthorised transmission of personal data.

9.52 **Spam** – the creation and/or sending of unsolicited e-mail messages.

9.53 **Offensive Materials** – the production and/or dissemination of material that may be deemed obscene, pornographic or otherwise indecent.

9.54 **Threats and Defamation** – the transmission or storage of threatening material, including that pertaining to death or physical harm, general harassment, libel and other forms of defamation.

9.6 **Anti-Malware Protection** - It is the responsibility of all users to ensure that their personal devices remain free from malware such as viruses, worms and Trojans, both for their own protection and that of the wider network.

9.7 **Third-Party Servers** - Servers can only be added to the QU2 Network with the institution’s full prior consent. Thereafter, they will remain the responsibility of the respective business.

If you have read and understood the above, please sign and return one copy of this agreement, along with your application form, to confirm that you accept the terms of this Agreement.

Yours sincerely

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for and on behalf of ***Your Business name***

Dated: