



providing flexible workspace  
**Licence summary**

<b>Licence date</b>	200
<b>Type of licence</b>	All-inclusive / Licence exclusive
<b>Operator ('we', 'us' or 'our')</b>	Evans Easyspace Limited (company registration number: 04844882), whose registered office is at Millshaw, Ring Road Beeston, Leeds, LS11 8EG
<b>Customer ('you', 'your')</b>	.....
<b>Full name and address</b>	Contact name ..... Phone number..... Address..... ..... Postcode.....
<b>Company details</b>	Status..... (whether you are a partnership, charity, public authority, limited company, public limited company, or a sole trader) Company registration number..... VAT registration number .....
	Website ..... E-mail address .....
<b>Invoice address</b>	Address.....
<b>Full address</b>	..... Postcode.....
<b>Account department contact</b>	Name ..... Phone number .....
<b>Emergency contact details</b>	Name ..... Position in the company..... Phone number ..... Mobile number .....
<b>Estate</b>	
<b>Designated space (your unit)</b>	
<b>Licence period</b>	
<b>Date the licence starts</b>	
<b>Date the licence fee starts</b>	
<b>Deposit</b>	£
<b>Activity you are licensed for</b>	<ul style="list-style-type: none"> <li>- Manufacturing goods or materials <input type="checkbox"/></li> <li>- Processing goods or materials <input type="checkbox"/></li> <li>- Repairing items used to manufacture or process goods or materials <input type="checkbox"/></li> <li>- Storing stock as a work in progress <input type="checkbox"/></li> <li>- Repairing items not used to manufacture or process goods or materials <input type="checkbox"/></li> <li>- Storing goods for hire <input type="checkbox"/></li> <li>- Storing stock as finished products <input type="checkbox"/></li> <li>- Transport or haulage <input type="checkbox"/></li> <li>- Retail <input type="checkbox"/></li> <li>- Storing raw materials <input type="checkbox"/></li> <li>- Storing goods bought in their finished state <input type="checkbox"/></li> <li>- Office use <input type="checkbox"/></li> </ul>
<b>Licence fee</b>	£ a month, plus VAT (this amount may change in the future)
<b>Online billing</b>	Please do not add my business details to Evans Easynet (needed for online billing). <input type="checkbox"/> I do not want to sign up for online billing. <input type="checkbox"/>
<b>Proof of identity and address</b>	Existing client <input type="checkbox"/>

## 1 The licence

- 1a You can use your unit during the licence period for the activity you are licensed for. You can also use:
- 1a1 the shared facilities we may provide from time to time (including toilet and kitchen facilities, if they are available);
  - 1a2 the services connected to your unit (however, we will not be responsible for any interruption in the services supplied to the estate or your unit caused by reasons outside our control);
  - 1a3 the roads, paths, entrance halls, corridors, lifts and staircases to your unit, if we have made these available to you; and
  - 1a4 any car parking facilities we may make available to you.
- 1b We agree to provide you with the services and equipment listed at the back of this licence (if any).

## 2 Payments

- 2a You must pay us the licence fee each month for the month that follows. You must pay the fee by direct debit and by 12 noon on the first working day of each month. We have the right to charge an extra fee for administration costs if you do not make your payments by direct debit.

- 2b You must also pay us the following (together with VAT, if this applies).

- 2b1 The deposit, which we will hold for the whole licence period.
  - 2b1a We may take from the deposit, either during the licence period or when it ends, any money you owe us under this licence, including any costs we had to pay to repair any damage you caused, and any other money we have the right to claim back from you (whether or not we paid that money as part of this licence).
  - 2b1b If we take any money from the deposit during the licence period, we may ask you to make up the difference so that the amount of the deposit is not reduced.
  - 2b1c You cannot use the deposit to pay any amounts you owe under this licence.
- 2b2 If your unit has separate rates, you must pay all general rates and water and sewerage rates direct to the relevant authorities from the date the licence starts.
- 2b3 If your unit does not have separate rates, you must pay us a percentage of the general rates and water and sewerage rates within 14 days of us demanding the payment. The percentage will be based on the size of your unit on the estate as we decide, together with an administration fee.
- 2b4 You must pay all electricity, gas and phone charges for your unit, from the date the licence starts. If we

supply any of these services, you must pay us the charges within 14 days of us demanding payment. We may increase these charges at any time and after giving you at least 28 days' notice. For a list of the current rates, please ask us.

- 2b5 If one of your cheques or direct debits is returned unpaid by your bank, you must pay us a £20 fee.
- 2b6 You must pay all the fees you owe us for providing the services and using the equipment (these fees are set out in our published list of charges from time to time). You must pay all these fees by direct debit by 12 noon on the first working day of each month (except for telephone and broadband fees, which you must pay by direct debit by 12 noon on or around the 15th day of each month).
- 2b7 If we provide any other facility as well as the services, you must pay the fee for that facility within seven days of the date on the invoice we will give you.

- 2b8 You must not hold back any part of the payments you make to us.

## 3 Using your unit and the equipment

- 3a You must keep to the management rules and regulations for the estate.
- 3b You must keep to all the current laws that apply to your unit, the services and the equipment.
- 3c Once you begin using your unit, you will be responsible for replacing light bulbs and other small items you may use up.

## 4 Transfers

- 4a You must not:
  - 4a1 transfer this licence or create a sub-licence; or
  - 4a2 share your unit or the equipment with any other person or company, without first getting our permission in writing.
- 4b You must only use the services and the equipment for the purposes they are meant for.

## 5 Access

- 5a You must not prevent us, or anyone we have authorised, from taking possession or control of your unit, and you must give us all the reasonable help and facilities we need to:
  - 5a1 inspect your unit, the equipment, or the way you are using the services; and
  - 5a2 maintain, decorate, repair, alter or re-let your unit (including putting up the relevant signs).

We do not have to give you notice that we plan to manage or take possession or control of your unit.

## 6 Your insurance responsibilities

6a You must keep to the insurance requirements set out in the management rules and regulations.

6b You must not do anything which may mean the insurance policy for your unit or the estate (or both) is no longer valid, or which may increase the premium for that insurance.

## 7 Increasing our fees

7a We may increase the fees for the services or the equipment at any time after giving you at least 28 days' notice.

7b We may, at any time after giving you at least 28 days' notice, increase the licence fee from each anniversary of the date the licence starts. You will begin paying the new fee from the next anniversary of the date the licence starts, or the date the 28-day notice period ends, whichever is later.

## 8 Changing your unit, the services or the equipment

8a We may from time to time change your unit to another unit of a reasonably similar size. We will give you 28 days' notice (or any other period of notice we decide is appropriate) before we do this, which will explain the change and the date it will come into force. The terms of this licence will apply to the new unit in the same way as they did to your old unit.

8b We may from time to time change the equipment or the services. The terms of this licence will apply to the new services or equipment in the same way as they did to the old services or equipment.

### The end of the licence period

9 This licence will continue when the licence period ends. However, we or you can choose to cancel the licence by giving the other at least two months' notice, in writing (this notice must end on the last day of a month).

9b You can end this licence at any time during the licence period by giving us at least two months' notice, in writing, by recorded delivery. This notice must end on the last day of a month. The licence will end as soon as the notice period ends.

9c If you do not move out of your unit at the end of the notice period, the licence period and the terms of this licence will continue to be in force.

9d If you have broken the terms of the licence, you or we ending the licence will not affect this in any way. If you still have responsibilities to meet after this licence has ended, these responsibilities will continue to apply until they have been met.

9e We will return your deposit to you (after taking off the amounts mentioned in paragraph 2b1a), without interest, no later than four weeks after this licence ends.

## 10 Your responsibilities when the licence ends

10a When this licence ends, you must do the following.

10a1 Remove your stock, fixtures and fittings and equipment. If you leave any items in your unit, we may remove them and store them in a safe place, and charge you the costs of doing this. If you do not collect the items within 14 days, we may sell them and keep the funds from the sale.

10a2 Leave your unit clean and tidy and repair any damage you have caused.

10a3 Leave the equipment in good working order.

### Ending this licence

11 We can end this licence immediately for any of the following reasons.

11a

11a1 If you are more than seven days late making a payment, or part of a payment, you owe us under this licence.

11a2 If you have not kept to any of the terms of the licence.

11a3 If (as an individual) you are sequestered (when your property is repossessed under a court order) or adjudicated bankrupt, or if an interim receiver is appointed to take control of your property, or if your property is repossessed until you have paid off your debts.

11a4 If (as a company) you go into liquidation (except if the company is being merged or reorganised when solvent), if an administrative receiver is appointed, or if an administration order has been made.

11a5 If your unit cannot be used, accessed or serviced because:

11a5a it has been damaged by fire or another similar cause;

11a5b it needs repairing;

11a5c we want to carry out other work or building work in it;

11a5d we are not able or willing to continue to provide the services or the equipment; or

11a5e of any other reason outside our control.

<b>12</b>	<b>General</b>	
<b>12a</b>	<b>Deposit</b>	
	If we increase the licence fee, or the fees we charge for services or equipment, we may also increase the deposit by a proportionate amount. In this case, you would have to pay that amount within 14 days of us demanding payment.	12f1c any act or event outside our control;
		12f1d anything you, any employee, agent or subcontractor does or fails to do;
		12f1e you failing to provide access to any information or staff we need to provide the services; or
		12f1f the services (including any staff we provide as part of the services) you have chosen not being suitable for your purposes.
<b>12b</b>	<b>Taking possession of goods or property</b>	
	If you fail to make any payment to us on time (whether or not the payment is connected with this licence), we may take possession of goods, fixtures and fittings or property belonging to you at your unit and sell them. We will then use the funds from the sale to pay off your debts.	12f2 Nothing in this licence will exclude or limit our liability for death or personal injury caused by us or our employees.
		12f3 If the services include providing staff who are our employees or subcontractors, you must not allow any of those people to be put at risk.
<b>12c</b>	<b>Notice that you have broken the terms of this licence</b>	
	If you break any of the terms of this licence, we may at any time serve notice on you demanding that you put right that break. If we have to put right the break on your behalf, we will charge you the costs involved.	12f4 Our liability will not go beyond the licence fee you have paid, or would pay, for a period of three months after suffering any loss or damage.
		<b>12g Stopping the services</b>
<b>12d</b>	<b>Responsibility for damage</b>	12g1 We will be entitled to stop providing the services or equipment for any period or periods where you are breaking any term of this licence.
	We will not be responsible for any loss or damage to any goods, fixtures and fittings or property that belongs to you, no matter how the loss or damage was caused.	<b>12h Information</b>
		12h1 You must provide any information we need to be able to meet our responsibilities under the Data Protection Act or any other law or regulation where we need to provide, or have access to, your information.
<b>12e</b>	<b>Your acknowledgements</b>	12h2 You and we must both keep each other's information confidential and not use it, or allow it to be used (directly or indirectly), unless either of us have a legal duty to do so or the information is already available to the public.
	You acknowledge that:	12h3 By signing this licence, you are giving us permission to keep your name, address, phone numbers and e-mail address on our database so we can:
	12e1 before entering into this licence, you have had the opportunity to inspect your unit, the equipment and the services (including the qualifications of anyone who provides the services on our behalf); and	12h3a contact you about your unit or the estate;
	12e2 the services and equipment we rely on other suppliers to provide may be or become unavailable for reasons outside our control, and your unit, the services and the equipment may not always be uninterrupted or free from errors.	12h3b pass the information to a credit reference agency or insurer, in line with our own risk assessment and risk management processes; and
		12h3c pass on any details of any goods or services you may be interested in (unless you have asked us not to) or which may be relevant to your business or how you use your unit.
<b>12f</b>	<b>Legal responsibility ('liability')</b>	
	12f1 We do not accept responsibility for any direct or indirect loss or damage (including financial loss, loss of information, loss of profit, production, expected savings, goodwill or business opportunities) you, your business or any other organisation suffers, unless it is caused by us failing to meet our responsibilities under this licence (and depending on 12e).	
	We do not accept responsibility if we do something or fail to do something as a result of:	
	12f1a any loss of or interruption to any power supply or other service;	
	12f1b anything another person or organisation does or fails to do (other than any agent or subcontractor we are responsible for);	
		If you do not want to receive marketing material from us, please either write to Evans Easyspace Limited, Millshaw, Leeds, LS11 8EG or e-mail info@evanseasyspace.com. We will not share your information with anyone outside Evans Easyspace Limited, except the people mentioned in 12h3 above, and then only to people who have agreed to keep the information confidential and in line with the relevant data-protection laws.

- 12i Time limits**  
In every case in this licence where we have set a period of time for giving notice, the notice must be given within that time limit, otherwise it will not be valid.
- 12j Exclusive use**  
This licence does not grant you the exclusive right to carry on the activity you are licensed for within the estate.
- 12k Joint and several liability**  
If more than one person has responsibilities under this licence, those responsibilities will apply to them both jointly and individually, unless it says otherwise. This is known as 'joint and several liability'.
- 12l Relationship**  
This licence does not, and is not meant to, create or grant to you any interest in the equipment or your unit or any part of the estate, or a relationship of tenant and landlord between you and us.
- 12m Temporarily closing the estate**  
We may close the estate, or part of it, for any temporary period we decide if we need to do this for safety reasons, if there is an accident, for essential repairs, or if some other event happens which is outside our control. If we consider it reasonable to do so, we will suspend the licence fee and services until the estate, or the part of it, is open again.
- 12n Full terms and conditions**  
The terms of this licence (the licence summary, the service details, the equipment details and the management rules and regulations attached to this licence) are the full terms and conditions you and we have agreed. Nothing we said or set out in writing before we signed this licence will form part of this licence, unless we have agreed otherwise. We can only change the terms of this licence in writing (unless we are changing the terms in line with our powers set out in this licence), and any changes must be signed by one of our authorised officers.

- 13 Governing law**  
Scottish law will apply to this licence. If there is any dispute, we will refer it to the Commercial Court at Glasgow Sheriff Court.
- 14 Registering the licence**
- 14a You agree to us registering this licence in the Books of Council and Session. You and we agree that a simple statement of money you owe, executed in the normal way by our authorised official, can be considered as suitable evidence of any debt you owe.
- 14b If you owe us a debt under this licence, we may choose to take legal action against you.



<b>Signature (on our behalf)</b>	.....
<b>Your signature</b>	.....
<b>Name</b>	.....
<b>Address</b>	..... ..... .....
<b>Job title</b>	.....

**Items included in the licence fee**

- Water
- Electricity
- Gas
- Rates
- Furniture
- Cleaning your unit




Instruction to your Bank or Building Society to pay Direct Debits



providing flexible workspace

Please fill in the whole form and send it to: Evans Easyspace Limited, Millshaw, Leeds LS11 8EG

Originator's Identification Number

7 6 8 4 0 1

1. Name and full postal address of your Bank or Building Society branch

To: The Manager
Bank or Building Society
Address:
Postcode:

2. Name(s) of Account Holder(s)

[Empty box for account holder name]

5. Company reference number

[Empty box for company reference number]

3. Branch Sort Code

[Three boxes for branch sort code]

6. Instruction your Bank or Building Society

Please pay Evans Easyspace Limited Direct Debits from the account detailed on this instruction subject to the safeguards assured by The Direct Debit Guarantee. I understand that this instruction may remain with Evans Easyspace Limited and if so will be passed electronically to my Bank/Building Society.

4. Bank or Building Society Account Number

[Eight boxes for account number]

Signature(s):
Date:

Banks and Building Societies may not accept Direct Debit instructions for some types of account.

This Guarantee should be detached and retained by the payer

The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society.
If the amounts to be paid or the payment dates change Evans Easyspace Limited will advise you 10 working days in advance of your account being debited or as otherwise agreed.
If an error is made by Evans Easyspace Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
You can cancel a Direct Debit at any time, by writing to your Bank or Building Society. Please also send a copy of your letter to us.