

## HARTOV LIMITED LICENCE AGREEMENT



### LICENCE DETAILS

DATE: 16.11.2022

#### Licensor Details:

Hartov Limited, of Cavendish House First Floor 13 Lodge Road London NW4 4DD, 07144834, info@ bth.work, +442080790577.

#### Licensee Details:

Health Education England, Dobson House Regent Centre Newcastle upon Tyne NE3 3PF,  
Invoicing address: Health Education England, East of England LETB, t73 Payables F485, Phoenix house, Topcliffe lane, Wakefield, WF3 1WE, 10064084, [project.choice@hee.nhs.uk](mailto:project.choice@hee.nhs.uk), +4407904968539.

**Appointed Office Manager:** [REDACTED], 21 Greenbury Close Barley Royston SG8 8DS,  
[REDACTED]

**Building:** Borough Townhouse, 70 Borough High Street London SE1 IXF.

**Premises:** Suite 16, which includes: two desks, two chairs, one cabinet, one fridge, one coffee machine.

**Licence Commencement Date:** 17<sup>th</sup> November 2022

**Minimum Term:** 12 calendar months.

**Licence Fee (pcm):** £1,300 + VAT

**Minimum Notice Period:** 1 calendar month.

**Deposit:** [REDACTED] to be paid on a date of this Agreement.

**Access Hours:** 24 hours a day, seven days a week.

This licence incorporates the Hartov Standard Terms and Conditions (the "**Conditions**").

By entering into this agreement you acknowledge that you have read and accept the Conditions,

To the extent there is any conflict between the terms of these Licence Details and the Conditions the terms of these Licence Details shall prevail.

This licence has been entered into on the date stated at the beginning of it.

**Licensor** Hartov td

Signed [REDACTED]  
Name [REDACTED]  
Position Director

**Licensee** HEE Project Choice

Signed [REDACTED]  
Name [REDACTED]  
Position College Lead

## HARTOV STANDARD TERMS AND CONDITIONS 2022

### I. Interpretation & Definitions

1.1 The following definitions and rules of interpretation apply in this licence:

Access Hours: means the access hours specified in the Licence Details.

Additional Services: means those additional services (if any) offered by the Licensor to the Licensee via the Licensor's web booking portal from time to time.

Building: means the entire land and building as identified in the Licence Details. Common Parts: means such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is reasonably necessary for obtaining access to and egress from the Premises as designated from time to time by the Licensor.

Deposit: means the amount of deposit specified in the Licence Details.

Inventory: means the inventory of furniture, fixtures and fittings attached to this Agreement or (if not attached to this Agreement) as subsequently agreed between the parties acting reasonably and properly in this regard.

Licence: means the licence of the Premises granted by the Licensor to the Licensee in accordance with the Licence Details and these terms and conditions.

Licence Details: means the licence details signed by the Licensor and the Licensee and incorporating these terms and conditions

1. Renewal Fee: means the monthly licence fee specified in the Licence Details (inclusive of business rates), as increased from time to time in accordance with the terms of this agreement.

Licence Commencement Date: means the date specified as such in the Licence Details.

Licence Period: means the period from and including the Licence Commencement Date until the date on which this licence is determined in accordance with the terms of this agreement.

Licensee: means the licensee stated in the Licence Details.

Licensor means Hartov Limited.

Minimum Notice Period: means the minimum notice period specified in the Licence Details.

Minimum Term: means the minimum term of the licence as specified in the Licence Details.

Permitted Use: means Offices within Class E(g) of the Town and Country Planning (Use Classes) Order 1987 (as amended) as is in force at the Licence Commencement Date. Premises: means the part of the Building identified in the Licence Details which shall include all fixtures, fittings plant and machinery thereon.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: means value added tax chargeable under the Value Added Tax Act 1994 and

any similar or replacement tax and any similar additional tax.

1.2 Clause headings shall not affect the interpretation of this licence.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Licence Details form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Licence Details.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.9 A reference to writing or written includes e-mail.

1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.11 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.13 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

### 2. Licence to occupy

2.1 Subject to clause 3 and clause 6, the Licensor permits the Licensee to occupy the Premises for the Permitted Use for the Licence Period during the Access Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Premises for the Permitted Use) together with the right(s) to use, during the Access Hours:

2.1.1 the Common Parts for the purpose of access to and egress from the Premises as shall from time to time be designated by the Licensor for such purpose;

2.1.2 the Service Media; and

2.1.3 the lavatories in the Building as may be designated by the Licensor for the Licensee's use from time to time.

2.2 The Licensee acknowledges that:

2.2.1 the Licensee shall occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;

2.2.2 the Licensor retains control, possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises;

2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and

2.2.4 without prejudice to its rights under clause 4, the Licensor shall be entitled at any time to require the Licensee to transfer to alternative space owned or operated by the Licensor elsewhere and the Licensee shall comply with such requirement.

### 3. Licensee's obligations

3.1 The Licensee agrees and undertakes:

3.1.1 to pay to the Licensor without any deduction or set off (by way of Standing Order or Direct Debit as the Licensor directs):

(a) the Licence Fee payable without any deduction in advance on the first day of each month and proportionately for any period of less than a month, the first such payment being payable on the date of this agreement for the period from and including the Licence Commencement Date to the end of the month following such date, together with such VAT as may be chargeable on the Licence Fee; and

(b) the fees for all Additional Services as the Licensor may agree to provide to the Licensee from time to time in accordance with the payment terms agreed between the parties from time to time;

3.1.2 to keep the Premises clean, tidy and clear of rubbish;

3.1.3 not to use the Premises other than for the Permitted Use;

3.1.4 not to make any alteration or addition whatsoever to the Premises;

3.1.5 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises or elsewhere in the Building without the prior written consent of the Licensor;

3.1.6 not to do or permit to be done on the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;

3.1.7 not to cause or permit to be caused any damage to:

(a) the Premises, Building or any neighbouring property; or

(b) any property of the owners or occupiers of the Premises, Building or any neighbouring property;

3.1.8 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

3.1.9 not to apply for any planning permission in respect of the Premises;

3.1.10 not, without the prior written consent of the Licensor, to register the Premises as: (a) its registered office at Companies House,

01

(b) its trading or contact address on any free or paid for social media, business listing or location services including but not limited to Google, Facebook, LinkedIn or Yell;

(c) if the Licensor consents to the Licensee using the Building as its registered office then the Licensee shall change such registration immediately upon the earlier of (a) vacating the Building or (h) Termination.

3.1.1 I not to bring pets or other animals onto the Premises without the prior written consent of the Licensee, other than registered assistance dogs;

3.1.12 not to do anything that will or might constitute a breach of any consent affecting the Premises or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Premises and/or Ore Building from time to time;

3.1.13 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises;

3.1.14 to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Premises and the Common Parts;

3.1.15 to leave the Premises in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Premises at the end of the Licence Period;

3.1.16 to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(a) this licence;

(b) any breach of the Licensee's undertakings contained in clause 3; and

(c) the exercise of any rights given in clause 2;

3.1.17 to carry contents insurance for its business carried out at the Premises at all times and to produce a valid certificate of insurance at the written request of the Licensor; and

3.1.18 to pay to the Licensor interest on the Licence Fee or other payments at the rate of 5% per cent per annum above the Bank of England base rate from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence Within 7 days of the due date (whether formally demanded or not).

3.1.19 In the event that a Standing Order or Direct Debit is cancelled or any amounts under the Direct Debit or Standing Order are not paid in full on or by the due date, an administration fee of .100 will be charged to the Licensee and such charge shall be repeated in each month in which a Direct Debit or standing order is either not in place or any amounts under the Direct Debit or standing order are not paid in full on or by the due date,

3.2 The keys, swipe cards and access codes for the Building are the Licensor's property and the Licensee must return them on Termination.

3.2.1 The Licensee must not copy any keys, swipe cards or misuse access codes. Lost

keys or swipe cards must be reported to the Licensor immediately.

3.2.2 The Licensee must only allow its employees to use keys and access codes.

3.2.3 The Licensee must at all times take all reasonable steps to maintain the security of the Premises, the Building and its occupants.

3.2.4 The Licensee shall be responsible for the cost of replacing any lost access cards or keys

#### 4. Licensor's Obligations

4.1 The Licensor shall use reasonable endeavours to:

4.1.1 provide heating, lighting and power to the Premises;

4.1.2 keep the sanitary facilities for the Premises in working order and properly cleaned and maintained;

4.1.3 be responsible for the cleaning of the Common Parts;

4.1.4 maintain and renew as may be the firefighting equipment in the Premises; 4.1.5 subject to receipt of the Licence Fee make available broadband internet services at the Premises, via ethernet connection or wi-fi provided always that such services may be suspended or terminated with immediate effect where the Licensee is in arrears.

#### 5. Deposit

5.1 The Deposit will be held during the Licence Period by the Licensor as security for all obligations of the Licensee under this licence.

5.2 The Licensor may from time to time withdraw from the Deposit any sums which are due to the Licensor by reason of the Licensee's default under this agreement. In the event of any withdrawal from the Deposit by the Licensor the Licensee must on demand pay to the Licensor the sum required to restore the Deposit to its original level. 5.3 The Licensee agrees to increase the Deposit (where reasonably required by the Licensor) to a sum which shall include the effect of an increase in the Licence Fee, an amount on account of the Additional Services (based on user by the Licensee) and increases in the rate of VAT.

5.4 The Licensee shall return the Deposit to the Licensor within sixty days of the expiry of the licence granted under this agreement after deducting such sums as may be reasonably necessary to:

5.4.1 make good any damage to the Premises or the contents thereof (except for fair wear and tear);

5.4.2 replace any of the contents which may be missing from the Premises;

5.4.3 pay any Licence Fee or fee for any Additional Services which remains unpaid.

#### 6. Term and Termination

6.1 Subject to earlier termination in accordance with clause 6.2, this licence shall continue in force for the Minimum Term and shall automatically extend for successive terms equal in length to the Minimum Term until the expiry of a written notice given by the Licensor to the Licensee or the Licensee to the Licensor terminating this agreement on a date being not earlier than the Minimum Notice Period after the date of that notice.

6.2 This licence shall immediately terminate upon the expiry of a written notice given by

the Licensor to the Licensee at any time following the breach of any of the Licensee's obligations under this agreement.

6.3 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6.4 The Licensor may terminate this licence with immediate effect by giving written notice to the Licensee if the Building is physically damaged so that it cannot reasonably be occupied or accessed.

6.5 In this Licence 'Termination' means the end of the licence however that occurs.

6.6 The Licensee must remove all its belongings from the Premises and leave it clean and tidy no later than on Termination. If the Licensee leaves any belongings the Licensor shall be entitled to remove, destroy or dispose of them in any manner it sees fit and the Licensee shall pay on demand all proper costs and expenses incurred by the Licensor in doing so.

6.7 No less than 3 months before the expiry of the Minimum Term the Licensee shall give the Licensor notice confirming whether or not it wishes to remain in the Premises after the expiry of the Minimum Term

6.8 Unless otherwise agreed in writing between the parties the Licence Fee shall increase by 10% upon each successive renewal (late arising under clause 6.1.

#### 7. No warranties for use or condition

7.1 The Licensor gives no warranty that the Premises possesses the necessary permissions or consents for the Permitted Use.

7.2 The Licensor gives no warranty that the Premises is physically fit for the purposes specified in clause 2.

7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

#### 8. Limitation of Licensor's liability

8.1 Subject to clause 8.2, the Licensor is not liable for:

8.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Premises; or

8.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Premises; or

8.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 2,

8.1.4 inability to provide any of the Additional Services (here to circumstances outside its reasonable control)

8.1.5 any loss or damage arising out of any breach of data security or failure of any

computer, telephone or (where applicable) voice recording system or software

8.2 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:

8.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or  
8.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8.3 The Licensor shall have the right to (and/or require the Licensee to) disconnect any equipment and/or withhold or terminate the provision of Additional Services if in the Licensor's proper opinion, the Licensee's hardware or software (including but not limited to any equipment or systems providing Wireless Data Services) is damaging, or potentially damaging, to the Licensor (whether by way of reputational damage or tangible loss), or its network of clients, or where the services provided by the Licensor are being used in an unauthorised, immoral, inappropriate (from an objective perspective given the nature of the Licensee and the Building) or illegal manner and the Licensor shall have no liability to the Licensee for resultant damage or loss

8.4 The Licensor and Licensee will co-operate and act in good faith in order to resolve any issues notified by the Licensor to the Licensee pursuant to clause 8.3 including the Licensee removing and/or disconnecting any hardware or software as soon as possible and agreeing and implementing within 3 Working Days any changes required. For the avoidance of doubt, if no reasonable solution can be found by the Licensor any such removal and/or disconnection of the Licensee's hardware or software shall be permanent.

8.5 In this clause 8 "Disabling Code" means a 'back door', 'time bomb', 'logic bomb', 'trojan horse', 'worm', 'virus' or any other computer software routine having the effect of

8.5.1 permitting access to or use of any relevant computer systems in use at the Building by any third person not authorised by the Licensor; or

8.5.2 damaging or impairing the normal operation of any computer system in use at the Building.

8.6 The Licensor is not liable for any loss as a result of the Owner's failure to provide any of the Additional Services as a result of mechanical breakdown, the introduction of any Disabling Code on or through any relevant IT or telecommunications system, strike, delay, failure of staff, or otherwise. 8.7 For the avoidance of doubt, the Licensor is not liable for any loss arising out of:

8.7.1 any service outage caused by a third party telephony or internet provider (including without limitation the providers of related infrastructure and/or fibre); or

8.7.2 the introduction of any Disabling Code on or through any relevant IT or telecommunications system; or

8.8 damage caused to the Licensee's equipment (if any) in the shared comms room at the Building.

## 9. Notices

9.1 Any notice or other communication given under this licence shall be in writing

and shall be delivered by hand or sent by email or pre-paid first-class post or other next working day delivery service to the relevant party as follows:

9.1.1 to the Licensor at its address or email address specified in the Licence Details; and  
9.1.2 to the Licensee at its address or email address specified in the Licence Details,

or as otherwise specified by the relevant party by notice in writing to each other party.

9.2 Any notice or other communication given in accordance with clause 9 will be deemed to have been received:

9.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address;

9.2.2 if sent by email, at the time of transmission, or, if this time falls outside of business hours, when business hours resume. In this clause 9.2.2 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in England; or

9.2.3 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 on the second working day after posting.

9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 10. Licensee Verification and Use of Data

10.1 The Licensor shall periodically undertake verification checks on the Licensee and may need to collect personal information and documents on the Licensee, in such manner as the Licensor reasonably regards as appropriate (and which the Licensee shall promptly provide) in order to verify identity and credit worthiness.

10.2 In performing such checks, information provided by the Licensee and/or its staff may be disclosed to a third party providing services to the Licensor (including credit agencies), who may keep a record of that information. The information will be processed only to the extent necessary to perform their functions and where required by law. Individual credit ratings will be unaffected. For the avoidance of doubt, a soft credit check may be performed on the Licensee as part of the verification checks however credit ratings will be unaffected.

10.3 The Licensor will collect and process information relating to the Licensee in accordance with Licensor's privacy notice [which can be accessed at [URI.] OR, a copy of which is attached to this Licence].

## 11. General

11.1 Where two or more persons constitute the Licensee all obligations of the Licensee shall be joint and several.

11.2 A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

11.3 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.4 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).