

SISU Therapy Centre – Terms and Conditions 2016

SERVICES

(1) The Licensor agrees to share with the Licensee the use of the Premises and will provide fully furnished office(s) from the Commencement Date specified overleaf until determined in accordance with the terms of this Agreement for the consideration of a payment by the Licensee of the Licence Fee specified overleaf, such Licence Fee being subject to annual review.

(2) The Services included in the Licence Fee will be insurance of the building (but excluding the Licensee's own fittings); heating, lighting, electricity, security, cleaning, (including room refuse disposal) building management and the use of kitchen and reception facilities.

RESPONSIBILITIES AND RIGHTS OF LICENSOR

(3) The Licensor shall:

(i) maintain a current Fire Safety Certificate and fire fighting equipment in the Building.

(ii) provide adequate lighting and maintain the toilet and kitchen facilities in the Building.

(iii) provide insurance in accordance with the Employer's Liability (Compulsory Insurance) Act 1969 in respect of the Licensor's employees and property belonging to the Licensor.

(iv) not be under liability for failure to provide any of the office facilities available for the Licensee due to there being used by any other person within the Building or be liable if for any temporary reason the Licensee shall be unable to obtain access to the Premises.

(v) have the right with reasonable notice and at any time to enter the Premises to provide services, to make repairs, to make an inspection or to show the Premises to prospective Licensees.

(vi) make available risk assessment certificates/forms.

RESPONSIBILITIES AND RIGHTS OF LICENSEE

(4) The Licensee shall:

(i) have access to the premises for the specific sessions booked in advance via Sports Booker booking system. To carry out the Licensees business in the premises in a way that does not interfere with the Licensor or any other Licensee of the building. They will be expected to vacate the building within 15 minutes of the end of their session.

(ii) have the responsibility of locking and setting the alarm on the building if using the premises out of hours.

(iii) have access to the building using the door lock entry system for using the premises out of hours.

(iv) have access to the toilet and kitchen facilities provided by the Licensor.

(v) abide by the rules made from time to time by the Licensor for the management of the Premises.

(vi) vacate the Premises on the expiry of this Licence in the same condition as it was found at the beginning of the Term, damage by fair wear and tear excepted. The Licensor does not accept any responsibility for any item of furniture, equipment or personal belongings left in the Premises and reserves the right to dispose of such property at the expense of the Licensee.

(vii) on the expiry of this Licence to return to the Licensor all keys to the Premises and the Building and to report any loss forthwith to the Licensor and to pay the cost of replacing such key and the cost of replacing any lock which as a result of such loss is changed by the Licensor.

(viii) indemnify the Licensor and its respective officers and employees from all claims, liability or loss, and all damages and costs incurred by the Licensor which arise out of the use of the Premises by the Licensee. The Licensee shall maintain adequate insurance against all such risks and should insure their own contents and fittings.

(5) The Licensee shall not:

(i) use the Premises for any illegal purpose or for any purpose other than the Licensee's business or install in the Premises any furniture or equipment without prior written approval of the Licensor.

(ii) use any services on the Premises provided by a Third Party that can be provided by the Licensor or provide any services for any other Licensee in the Building without the prior written consent of the Licensor.

(iii) alter in any way the Premises or any fixtures or fittings, damage any of the decorations, fixtures or fittings or other equipment therein, or affix anything to the windows or doorways of the Premises without the consent of the Licensor.

(iv) interfere with the business of the Licensor or during the period of this Licence and for the period of six months thereafter solicit any staff of the Licensor.

(v) interfere with the Licensor's right of possession and control of the Premises.

(vi) bring pets into the Premises.

(vii) cause annoyance or disturbance to the Licensor or any other Licensees in the Building.

(viii) be entitled to claim compensation for any loss due to failure of data security or computer systems or as a result of the Licensor failing to provide the services included in this Licence as a result of any breakdown or strike or delay or

(ix) make available and give a copy to the Licensor of risk assessments that relate to their own office within the building. Employers who have more than 4 employees will have to assign their own fire wardens and make them known to the Licensor.

(x) comply with the fire safety order issued by the Licensor and tell the licensor if all their employees/visitors are accounted for in the event of a fire or a fire drill.

(xi) be responsible for their own internet security, even if the broadband is provided by the Licensor the Licensor accepts no responsibility for the loss of data or corruption of data however so caused. The Licensor will not be responsible for any loss of business caused by any down time of the broadband.

PAYMENT, DURATION AND CANCELLATION

(6) the Licensee shall:

(i) pay to the Licensor the Deposit specified as security against all obligations entered into by the Licensee in this Agreement such Deposit to be returned to the Licensee within thirty days of the expiry of this Licence provided that the Licensee has complied with its obligations under this Licence and subject to the deduction of any amount in respect of any damage and the cost of returning the Premises and the items on the inventory to the same condition as they were in at the commencement of the term, fair wear and tear excepted.

(ii) replace any sum withdrawn from the Deposit by the Licensor due to any default of the Licensee within fourteen days of being notified of such withdrawal.

(iii) will be required to make full payment on booking with the option of booking three months in advance.

(iv) have a minimum notice period of 24 hours for booking and paying for a room.

(v) receive 100% of their booking fee returned if cancelled within 7 days of the due booking.

(vi) receive 50% of their booking fee returned if cancelled between 6 to 2 days of the due booking.

(vii) be charged the full amount of their booking fee should they cancel within 48 hours of the due booking.

(7) If the Licensee being a company shall enter into voluntary or compulsory liquidation (save for the purpose of reconstruction or amalgamation) or have an administration order made against it or being an individual shall have a bankruptcy order made against him, the Licensor will have the right, with or without notice to the Licensee, in addition to and not in lieu of other remedies available, to terminate all of the Licensee's rights under the Agreement and the Licensee will remain liable for all obligations which have previously accrued.

(8) Upon the determination of this Licence the Licensee shall pay and the Licensor shall provide for the benefit of the Licensor its Accommodation Address Service on the terms and at the rate then applicable for a period of three months from the determination date and if unpaid the Licensor shall be entitled to deduct such cost from the Deposit.

(9) This Licence may be determined forthwith in the event of any breach of the obligations on the part of the Licensee. The Licensor shall be entitled (but not obliged) to retain any furniture, personal effects or other belongings of the Licensee until all arrears owed to the Licensor have been paid or other loss made good and in the event of non-payment within fourteen days the Licensor shall be entitled to dispose of any goods retained in settlement of any arrears and any costs of disposal.

GENERAL

(10) Where the Licensee comprises more than one individual such individuals shall be jointly and severally liable to observe and perform the Licensee's obligations under this Agreement.

(11) This Licence is personal to the Licensee and cannot be assigned.

(12) Notice to the Licensee must be in writing and will be considered served if handed personally to one of the Licensee's staff at the Premises. Notice to the Licensor must be in writing and will be considered served if mailed by registered or recorded mail to the Licensor at the Licensor's address shown above.

(13) This Agreement shall be interpreted and enforced in accordance with the laws of England and Wales and supersedes any prior agreement and may not be modified or altered in any way except as agreed by both parties in writing.

(14) The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity of any other provision. No waiver of any default of the Licensee shall be implied from any failure by the Licensor to take action with respect to such default.

(15) Sisu Therapy Centre operates an internal no smoking policy.

SISU Therapy Centre. 274 Vicarage Road. Kings Heath Birmingham B14 7NH
07904981462
jo@sisuthrapy.com
company number: 10218704
Registered address
Unit 52, Rumer Hill Business Estate, Rumer Hill Road, Cannock, Staffordshire,
United Kingdom, WS11 0ET

