

LICENCE AGREEMENT

1	Licensor
	New View Direct Limited

2	OFFICE RECEPTION 17 St Georges Road Cheltenham GL50 3DT
	17 ST GEORGES ROAD, CHELTENHAM, GL50 3DT

3	Office Subject to Rental
	Office 3

4	Licence Fee	
	Licence Fee (per calendar month):	£890.00
	Additional Provisions	£
	Sub-Total:	£890.00
	VAT:	£178.00
	TOTAL:	£1,068.00
	The Licence Fee is exclusive of VAT and will be invoiced at the start of the month for the following month.	

5	Deposit/Service Retainer	
	Already provided under previous licence agreement	£ n/a

6	Commencement Date:	D	D	M	M	Y	Y
		0	1	0	9	2	2

7	Termination Date:	D	D	M	M	Y	Y
		0	1	0	9	2	3

8	For and on behalf of the Licensor	
	Name:	Coe DiGirolamo
	Title:	Office Manager
	Signature:	

10	Licensee Address	
	Name:	HANBOROUGH ENTERPRISES
	Company Number: (If relevant)	OC384696
	VAT Number:	GB0000000
	Address:	Tamarisk House North Leigh Business Park Witney OX29
	Contact:	Tano DiGirolamo
	Telephone:	07767 685 685

11	Licensee – Invoicing Address (if different from above)	
	Name:	As above

12	Services Inclusions & Exclusions	
	Monthly fee includes 24/7/365 access, heating, cleaning, lighting, unlimited high-speed fibre internet, free and fair use of small meeting rooms, unlimited printing, standard reception services, refreshments & treats, a fully furnished office to our existing modern standards, unlimited visitor parking when available (booked through reception), fair use of all facilities and equipment such as tv's, projectors, connectors / converters and guest waiting areas.	
	The fee excludes phone line rental (£20 p.m. per phone), phone calls, photocopying and postage.	
	Conference/board room facilities are charged at an additional daily or half-daily rate, when required.	
	Additional Provisions	
	Standard Provisions on License	
	2 x Standard desks	
	2 x Black leather office chairs	
	2 x White metal pedestals	
	2 x Anglepoise silver desk lamps	
	2 x Master plug desktop USB power units	
	2 x Office keys (with external door keys for front and rear)	

13	For an on behalf of the Licensee	
	Name:	Tano DiGirolamo
	Title:	Director
	Signature:	

9	This agreement is made between the Licensor and the Licensee specified above and the Licensee confirms he/she has read and understood the Terms and Conditions overleaf and will be bound by them. The Licensor agrees, subject to the terms and conditions in this Agreement, to allow the Licensee in common with others to use the Premises and the Licensor agrees to provide the services and facilities as set out in this Agreement.
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LICENCE AGREEMENT

DEFINITIONS

1. The "Licensor" is New View Direct Limited, registered company in England & Wales number 10044529 and registered address, 37 Warren Street, London W1T 6AD.
2. 17 St Georges Road is a trading name of the Licensor New View Direct Limited.
3. Businesses and individuals who agree to purchase services from 17 St Georges Road are referred to below as "the Licensee."
4. The company trading address at 17 St Georges Road, Cheltenham, GL50 3DT is referred to below as "the premises" and "17 St Georges Road".
5. The term "office services," refers to the services offered to the licensee by New View Direct Ltd and as described below.

RECITALS

1. By making payment for or accepting the provision of office services by New View Direct Ltd the client agrees to be bound by all the terms of this Licence Agreement.
2. This Licence Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive authority of the ordinary courts for such purposes.

THE LICENSOR'S RESPONSIBILITIES & RIGHTS

1. The Licensor hereby agrees except where prevented from so doing by any strike, cuts, lockout, fuel shortage or other causes beyond the Licensor's control to provide and discharge the following services and outgoings: -
 - a. Lighting and electrical power to the Premises and other communal parts of the building between the hours of 0.00 and 23:59 each day (except where pre-notified service is taking place).
 - b. Provision of heating in the Premises between the hours of 8.00 a.m. and 8.00p.m. on Monday to Friday in each week (excluding Bank Holidays) during the months of October to March.
 - c. Keep the entrance hall and passages of the building clean, lit and in good repair and keep the toilet facilities and kitchen in a clean and sanitary condition.
 - d. Maintain and keep in good repair the building.
 - e. Maintain insurance cover of the building against such risks as the Licensor may from time to time consider necessary.
 - f. Pay any other charges in respect of the building, such as water rates for the premises and business rates for communal areas.
2. The Licensor, in whom control of the Premises remains, reserves the right at any time and for all purposes to enter the Premises or any part thereof, to inspect, to provide services, to make repairs and alterations and to show the Premises to prospective clients (although where possible to be agreed with the licensee)
3. The Licensor shall not be liable for any of the office facilities not being available because of use by any other person within the Building or the Premises and shall not be liable if, for any temporary reason, the Licensee shall be unable to obtain access to the Premises.
4. The Licensor shall not be liable for any breach of security of any IT/Telecoms network or of any information that the Licensee places on it and the Licensee should therefore introduce such security measures as it may consider appropriate.
5. If the Licensee vacates the Premises prior to the expiry of the Licence, without prejudice to the Licensee's maintenance obligations, the Licensor reserves the right to refurbish and remarket the Premises so that it may immediately be re-let on the expiry of the Licence.
6. The Licensor shall not be liable to the Licensee for any personal injury, damage, loss, or inconvenience howsoever and wheresoever caused to the Licensee or to any goods or chattels brought by any person upon the Premises. It is the intention of and agreed between the parties to this Agreement that the Licensee shall occupy at the risk of the Licensee and accordingly the Licensee agrees to indemnify the Licensor against all claims for any visitor to the Premises who shall have entered on the Premises for the purpose of visiting the Licensee or who shall enter the Premises with the permission of the Licensee.
7. In the event of the Licensee failing to pay the Licence Fee or otherwise becoming indebted to the Licensor on account of any breach of the stipulations and conditions on the Licensee's part contained in this Licence, the Licensor shall be entitled without terminating the Licence to withdraw all service and exclude the Licensee from the Premises and utilise the Service Retainer towards discharge of any such debt or other matter as aforesaid. In addition, on termination by the Licensor or Licensee, or in the event of a breach by the Licensee the Licensor has the right to take a lien over any goods and chattels left in the Premises and to dispose of such items and use the proceeds towards the discharge of any debt.
8. The Licensor reserves the right to temporarily suspend or revoke access to New View Direct Ltd at its discretion but may not do so unreasonably or without prior written warning to the Licensee.
9. The Licensor shall provide a waste collection service solely to be used for general waste, and dry recycling of general waste resulting from the preparation and consumption of food. No cardboard packing/pallets or trade waste material may be generated by the Licensee or its staff or contractors.
10. The Licensor reserves the right to request removal by the licensee of specific items should they represent a risk to or interference with the safety or comfort of other customers, including noisy items, items which may pose a risk to fire and evacuation routes, or high-powered electrical items that may pose a risk to the New View Direct Ltd electrical network.
11. No compensation damages or loss will be paid by the Licensor for damage or loss to bicycles or any equipment or possessions left inside or outside of the Premises or any belongings within the building.
12. No compensation damages or consequential loss either special or several shall be payable by the Licensor either during this Licence or on its termination for whatever reason.
13. The Licensor shall not be liable for delays or loss encountered because of inaccuracies in the information provided by the licensee.
14. The Licensor shall not be liable to the licensee for loss of profits or contracts, loss of goodwill, loss of data, third party claims, acquisition of replacement goods or items or other special, indirect, or consequential loss whether arising from negligence, breach of contract or howsoever.
15. The Licensor shall not be liable to the licensee for any disruption to the provision of network or communications services, or any consequential loss, loss of earning or profit that may result from such an occurrence. Network and communications services are provided strictly subject to availability. In extreme cases, and solely at the discretion of New View Direct Ltd management, New View Direct Ltd may agree to refund licensee costs for alternative network or communications infrastructure services, although this must always be agreed in writing before purchase of any alternative services.
16. The Licensor shall not be liable to the licensee for loss of or disruption to VOIP telephone services or internet services provided by third party service providers, or consequential loss because of such failures, which are always entirely beyond its control. New View Direct Ltd provides only working telephone hardware, and in rare event of hardware failure shall seek to replace the hardware within 24 hours.
17. The Licensor shall not be held liable for any parking contraventions or fines incurred by its licensees or visitors, including within the car park or the car park spaces of neighbouring licensees

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THE LICENSEE IS ENTITLED TO

1. Occupy and store items within and at its specifically allocated office(s) or desk(s) for the duration of their licensed term at New View Direct Ltd.
 - a. Additional storage is available for an extra charge.
2. Display 17 St Georges Road as its own registered business address / trading presence, on the licensee's business literature or digital media. For example, the licensee is entitled to display, "[Licensees Business Name], 17 St Georges Road, Cheltenham, GL50 3DT".
3. Register the 17 St Georges Road address as its own registered business address with Companies House.
4. Limited use of designated meeting room facilities (and contained equipment) at 17 St Georges Road, subject to availability and a discretionary fair usage policy, which may be subject to change at any time.
 - a. New View Direct Ltd provides one meeting room at the basement level of 17 St Georges Road available for free use, subject to terms.
5. Unlimited use of 17 St Georges Road networking and communications services for members, such as cable internet, wireless internet, or scan-to-email facilities, subject to availability.
6. Unlimited use of printing and scanning facilities at 17 St Georges Road, subject to a discretionary fair usage policy, which may be subject to change at any time.
7. Free use of a telephone handset, which they may use to access Voice Over IP (VOIP) telephony services either using Polycom Telecom (the preferred partner of New View Direct Ltd and subject to additional charges) or an alternative provider of their choosing. New View Direct Ltd can only provide support and configuration for Polycom Telecom services and provides no support or warranties for alternative provider services.
8. Fair use of 17 St Georges Road visitor parking spaces, subject to availability and prior booking with the New View Direct Ltd Office Manager.
9. Where purchased as an additional service, dedicated use of allocated car park space(s) to be controlled by permit, lockable bollard, or other controls, which may be subject to change at any time. Allocated spaces may only be used to park standard road vehicles such as cars and vans which are specifically used for daily commuting or business purposes, in a road-worthy condition and with valid Vehicle Excise Duty paid on the vehicle. Allocated parking spaces may not be used for storage unused or rarely used vehicles, of non-vehicles (including waste skips), or vehicles not in a road-worthy condition, at any time.
10. Direct the delivery and/or collection of mail, goods, and services to 17 St Georges Road, to be received and directed by New View Direct Ltd staff during normal offices hours (9:00 to 17:00 Monday to Friday).
 - a. New View Direct Ltd is unable to accept parcels which are deemed by us to be too large or heavy for reasonable storage or forwarding. We reserve the right to define what is acceptable or not. Licensees are requested to contact us in advance with any specific queries regarding large or heavy items.
11. Use a maximum of three company or brand names when directing mail to 17 St Georges Road for storage or forwarding. The licensee may request additional services, which shall incur additional costs, including:
 - a. Mail forwarding to an agreed postal address worldwide, excluding post boxes or military addresses.
 - b. Scanning and e-mailing (to an agreed e-mail address) of mail received.
 - c. Additional company or brand names (above those three described above).
12. Consumption of refreshments at 17 St Georges Road, subject to a discretionary fair usage policy, which may be subject to change at any time.

THE LICENSEE'S RIGHTS AND RESPONSIBILITIES

1. All services are provided on a monthly, rolling basis commencing on the licensee start date at 17 St Georges Road and, unless cancelled by the licensee (see Notice and Termination below), are renewed each calendar month thereafter on the same date.
2. For the duration of their tenure at 17 St Georges Road, the licensee shall be entitled to access New View Direct Ltd premises and use / consume the office services 24 hours per day, for the duration of their tenure at 17 St Georges Road, including public holidays.
3. The licensee agrees to use / consume the office services solely for business purposes within the B1 Use Class and not to extend or sub-lease such services or the benefit of such services to any other party.
4. The licensee is responsible to ensure that the correct billing details, forwarding address and contact information is provided to New View Direct Ltd with regards to the services offered
5. The Licensee shall keep the Premises clean and tidy and make good to the satisfaction of the Licensor any damage to the Premises which may be caused either by the Licensee or by any other person invited by the Licensee to the Premises or to any part of the building or to any of the fixtures and fittings in the Premises and the Licensee shall not remove any of the fixtures or fittings from the Premises.
6. The Licensee is responsible to ensure that it provides appropriate insurance for its staff, contents of high-value, professional indemnity, and terrorism purposes, such as it should see fit.
 - o The Licensor provides only standard insurance for public liability, buildings and contents and shall not be responsible for any other claims, including employment related claim or claim against loss or damage to high-value items exceeding £5,000.
7. The Licensee is responsible to ensure that it organises, conducts, and funds any risk assessments that it may require for insurance, compliance, or any other purposes. The Licensor may agree to support such exercises where required but does not offer any guarantee of doing so and does not accept any responsibility or liability for conducting same, nor any guarantee that recommendations shall always be implemented. Remedy of any such recommendations will always be at the sole discretion of New View Direct Ltd management.
8. The Licensee shall vacate the Premises and remove all its property on the expiration or determination of this Licence. The Licensor will charge a fee for disposal of items which are not removed from the Premises immediately plus any remedial repairs deemed necessary.
9. The Licensee has access to the Premises 23 hours a day, 364 days of the year.
10. The Licensee may only use the Premises as offices, in common with the B1 usage class.
11. The Licensee may use (in common with other clients) the toilets, kitchen facilities and showers provided.
12. On the Termination Date (or earlier determination of this Agreement), the Licensee shall return to the Licensor all keys alarm fobs and other means of access to the Premises.
13. The Licensee shall keep the Licensor indemnified against all damage, loss and injury of every description which may occur to or affect the Licensor or its property which may arise from the non-observance of any of the stipulations of this Licence howsoever expressed or implied.
14. The Licensee is responsible for observing and complying, at the Licensee's expense, with all statutory, security and any other regulations made by the Licensor concerning the use and occupation of the Premises and Building and shall indemnify the Licensor against any claims arising from any breach of such regulations.
15. The Licensee agrees to familiarise all its staff and visitors with fire safety equipment and policies, emergency evacuation routes from the building, plus the location of the first aid equipment in the event of an emergency. New View Direct Ltd provides safety advice to all members on their start date and have staff with recent first-aid qualifications.
16. The Licensee shall act responsibly for the security of the building and estate (for example ensuring all main doors are closed when leaving the premises).
17. The Licensee, whenever possible, shall arrange for collections/deliveries to be made at times when the Licensee is available to accept delivery.
18. The Licensee shall provide the Licensor with evidence of portable appliance testing (PAT) if requested to do so.
19. The licensee agrees, if requested by the licensor, to undertake application to the local authority for small business rates relief applicable to the Office Subject to Rental or agrees, if requested by the licensor to pay business rates to the local authority at the applicable rate.
20. The Licensee shall pay a fixed fee of £30 per instance of loss for replacement of any missing keys or access passes loaned by the Licensor to facilitate office access.
21. The Licensee shall inform its applicable contacts and parties of any change to the New View Direct Ltd address if it may change (see below).

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- The licensee shall be responsible for managing information published on its business literature and digital media to reflect the correct address of New View Direct Ltd and where applicable, New View Direct Ltd branding.
- The licensee agrees to implement any reasonable changes requested directly by New View Direct Ltd, such as those relating to misrepresented, misspelled, or misleading information published by the licensee and such that it may have or risk adverse effects to New View Direct Ltd.
- The licensee agrees to remove such information from its websites, advertising and stationery, promotional material, business cards, business literature, email, social networking sites or other electronic methods within 30 days of termination of this Licence. Licensees who fail to do so shall incur a monthly penalty fee of £100 for each month or part thereof of unauthorised usage of the New View Direct Ltd address or branding, subject to the terms specified below in "Fees and Payments".
- The licensee agrees to treat all New View Direct Ltd employees and representatives, plus all New View Direct Ltd customers (other licensees) with respect and dignity always. Any licensee found to be acting in an inappropriate manner towards New View Direct Ltd employees or members including, without limitation, aggressive behaviour, using foul language, intimidation, and harassment, is liable to have their services cancelled with immediate effect and in doing so shall forfeit their entitlement to the refund of any remaining account balances or funds held by New View Direct Ltd.
- The licensee agrees to treat all shared office equipment provided by CFL such as televisions, furniture, and kitchen appliances, with care and respect to allow those items to remain operational to other members.
- Licensees are responsible for maintaining the security of personal items and belongings within New View Direct Ltd premises. New View Direct Ltd cannot be held responsible for any loss of such items, or any further loss or inconvenience caused as a result. In some cases, New View Direct Ltd may agree to undertake and submit an insurance claim on behalf of its licensees, but this is purely at the discretion of New View Direct Ltd management.
- The licensee agrees to pay all fees promptly and strictly within the terms specified below in "Fees and Payments."
- Licensees or associates of licensees found to be or suspected to be engaging in any criminal activities within New View Direct Ltd premises at any time shall have their service cancelled with immediate effect and shall forfeit their entitlement to the refund of any remaining account balances or funds held by New View Direct Ltd. New View Direct Ltd reserves the right to report any suspected criminal activity to the police for further investigation.
- The Licensee shall provide be responsible for payment of all telephone call charges.

THE LICENSEE SHALL NOT

- Impede or interfere with the Licensor's right of possession and control of the Building or the Premises.
- Use any services in the Building or the Premises other than those permitted by the Licensor.
- Make any alterations to the Premises or any fixtures or fittings without the prior consent in writing of the Licensor. If permission is granted to redecorate, then the Licensee shall do this to a standard and quality as at the inception of the Licence period and shall reinstate the Premises at the end of the Licence period.
- Interfere with or obstruct the Licensor's or its clients' business and during the Term and for six months afterwards the Licensee shall not offer employment to or engage directly or indirectly with individuals employed or engaged as consultants by the Licensor or its clients or licensees at the Premises.
- Bring pets into the Building or Premises or allow its visitors to do so.
- At any time, cause or permit the Premises to be used or occupied in any way or for any purpose which would cause any nuisance or annoyance to the Licensor or clients or licensees within neighbouring premises or in the building.
- Affix any sign or display the name of the Licensee or any business continued by the Licensee or display any notices or advertisement on the windows, doorways or the outside of the Premises or the Building or which would be visible from outside the Premises other than on the signage provided by the Licensor.
- Obstruct stairs, passages, lifts, or other common parts of the building or move any fire extinguishers unless they are required in an emergency.
- Invite the public to come to the Premises nor use it for a purpose which attracts casual callers, unless by agreement in writing with the Licensor.
- Act in a way which will or may result in the insurance of the building being void or avoidable or in the premium for it being increased and not allow anyone else so to do.
- Conduct similar trades or provide services like that of the Licensor from the Premises and specifically to other occupiers of the Licensor.
- Deal with assign or part with the rights hereby granted over the Premises or any part thereof.
- Place or leave large objects, deliveries, or waste of any kind within in any area of 17 St Georges Road without the prior, written consent of the Licensor except for in designated waste bins.
- Remove any object which does not specifically belong to it from New View Direct Ltd premises.
- Enter private New View Direct Ltd areas without prior authorisation, which may be granted solely at the discretion of New View Direct Ltd management and in writing.
- Engage other New View Direct Ltd licensees, members, or visitors to purchase or use their own services directly, unless specifically invited to do so by that licensee or by New View Direct Ltd management, to protect the privacy of our licensees and customers. New View Direct Ltd will act against licensees sending unsolicited marketing communications to other members.

FEES AND PAYMENT

- On signing this Agreement, the Licensee shall provide to the Licensor a Service Retainer equal to twice the monthly Licence Fee plus VAT. The Licensor shall be entitled to increase the requested Service Retainer on in the event of any increased service pricing agreed or additional services purchased.
- The Licensee shall pay the Licence Fee by invoice for services for the month in advance on the same date in each month, beginning with the date of commencement and renewing on the same day each month thereafter.
- The Licensee shall pay for all other outgoings by invoice for the month in arrears in respect of the Premises other than those included in the Licence Fee including charges made by the Licensor for the use of any business support services, bespoke IT services, conference room usage, postage, and telephone calls. Such fees are added to the next monthly licence fee invoice.
- If the Licensee fails to pay any monthly invoice, for licence fee or other outgoings, by the due date, then:
 - The Licensor reserves the right to charge interest at 8% per annum from the due date, and
 - An administration surcharge may be applied to the next invoice, equivalent to 4% of the invoice amount in the month that the payment was received late
- Any payments to the Licensor, which are rejected by the bank or require re-presentation to clear, will incur a £50 fee to cover bank charges and administration.
- Withholding, for any reason whatever, of payment to the Licensor of any part or the whole of any monies due under this Agreement is not permitted.
- When this Licence ends the Licensor agrees to repay the balance of the Service Retainer to the Licensee within 30 days of the settlement of all outstanding accounts without interest. All accounts must be settled in full prior to moving out; if accounts are not paid in full the Licensor has the right to deduct any sums due to the Licensor including any dilapidations under the terms of this Licence or because of a breach of any of its obligations by the Licensee.
 - Service Retainers will strictly be repaid to the company or individual named as Licensee under this agreement.
- The Licensee shall pay the Licensor on written demand any additional payment required by the Licensor to reflect increased energy costs in respect of the Premises.
- A discount on the licence fee is proposed in good faith and on the understanding that the licensee intends to occupy the office for a period of 12 months. Should the licensee wish to vacate before the period of 12 months they may do so, subject to the standard 30-day notice period, but will be held liable for a fee equivalent to the total discount received.

NOTICE AND TERMINATION

- Either party may at any time after a period of one month after the Commencement Date serve at least 30 days' notice of desire to terminate on the other such notice to expire on the last day of a calendar month and on expiry of the notice this Licence shall terminate but without prejudice to breach by either party of prior obligations.
- The Licensee agrees to pay a fixed penalty for termination before the 12-month period of the Licence Agreement is concluded. This penalty shall be 50% of the outstanding months plus VAT.
- Unexpired service fees are non-refundable and shall not be the subject of any claim or counterclaim by the licensee, although New View Direct Ltd agrees to return any postal deposit funds that it may hold.
- This Licence shall be terminable at the option of the Licensor and all the rights and liberties of the Licensee hereunder shall cease if at any time the Licensee shall fail to observe and perform any of the agreements and stipulations contained in this Licence and in such event the Licensor may (but without prejudice to any right in respect of any prior breach by the Licensee of any of the provisions under this Agreement) terminate this Licence with immediate effect.

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- Any notice delivered personally shall be deemed sufficiently served when delivered to the Building or other address provided in this Licence Agreement and any notice sent by prepaid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received 48 hours after posting (6 days if sent by air mail) and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted. Any notice sent by facsimile transmission shall be deemed to have been received at the time of transmission.
- The Licensor is entitled to require the Licensee to use any similar sized alternative premises that the Licensor may allocate from time to time instead of the Premises provided that such alternative premises are in the building.
- The Licence may be terminated immediately by the Licensor in the event that the Licensee suffers an event of insolvency, is wound up or a petition for winding up is presented against the Licensee that is not dismissed or withdrawn within 28 days of being presented, if a meeting of the Licensee's creditors or any of them is summoned under Part I of the 1986 Act, an administrator is appointed, a moratorium in respect of the Tenant comes into force under section 1(A) of and schedule A1 to the 1986 Act or the Licensee is struck off the register of companies.

LIMITED LIABILITY AND FORCE MAJEURE

1. New View Direct Ltd is insured by NIG Insurance for public liability insurance and our licensees, authorised visitors to New View Direct Ltd, and licensee's equipment stored within New View Direct Ltd premises (subject to insurance company exclusions or excess charges) are insured to a limited sum for at least the following occurrences:
 - a. Public liability, including accident to £5 million
 - b. Contents, including fire and theft to £50,000
2. For further details regarding our insurance policy, please contact tano@newview.direct
3. New View Direct Ltd shall not be held liable to its licensees or visitors for any personal injury or loss caused by the misuse or dangerous / careless use of office furniture or equipment, electrical equipment, kitchen appliances or sharp objects.

New View Direct Ltd shall maintain all such equipment and objects in a safely usable state and where appropriate, offer safety warnings to licensees or visitors highlighting risk or danger. Licensees agree to seek assistance from New View Direct Ltd staff members if unsure of how to operate or use equipment safely.
4. New View Direct Ltd shall not be liable to its licensees for any disruption to or cancellation in the provision of services resulting from any event beyond its control including, without limitation, breakdown of systems or network access, fire, explosion, accidents, acts of God or extreme weather. In the event of such an occurrence, New View Direct Ltd shall always endeavour to provide alternative services to the licensee and will always consult licensees to attempt to agree an appropriate resolution.

GENERAL

1. The Licence Fee will be reviewed annually on the anniversary of the Commencement Date and an increase in line with the retail price index applied to the monthly Licence Fee.
2. The terms of this Licence are confidential, and the Licensee may not disclose them during or after the Term without the Licensor's consent, except as required by law or an official authority.
3. This Licence is granted to give the Licensee the benefit of temporary offices for a limited period in the Premises under the management and control of the Licensor.
4. This Licence does not give the Licensee exclusive possession of any part of the Building or Premises.
5. This Licence is personal to the Licensee and is not assignable or transferrable. The Licensee is not entitled to permit anyone other than those employed by or having business with the Licensee to have access to the Premises.
6. A person who is not a party to this Licence has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
7. The parties agree that this Licence Agreement constitutes a Licence and confers no tenancy upon the Licensee and the possession of the Premises is retained by the Licensor subject however to the rights created by the Licence.

DATA AND PRIVACY

What personal data do we collect about you?

We collect billing and contact information about our licensees, such as company registered addresses, director names and certificates, plus a contact telephone number and e-mail address such as are required to produce service invoices and receive payment.

We also collect basic personal data for two directors or senior within the licensee organisation, such as home address, date of birth and a form of photo identification as appointed persons accepting responsibility for the access cards and keys that we issue as part of the licence agreement process at **New View Direct Ltd**.

We collect e-mail addresses where possible from all members of our licensee's staff attending our premises frequently, such as to advertise internal notices pertaining to **New View Direct Ltd** facilities and premises.

Finally, visual security camera footage is always recorded within the premises and may be used retrospectively to support investigations into any suspected breach of the terms stated within this document or supplied to the police on request in the event on any criminal investigation.

- The licensee and its staff and visitors agree to accepting video surveillance and recordings within **New View Direct Ltd** in this way, on the strict understanding that they shall be used only for the above-mentioned purposes and never intrusively or in any way which may breach the privacy of our licensees and visitors.
- Personal zones, such as private offices, meeting rooms and toilets are never subject to monitoring or recording.

We do not routinely collect sensitive personal data or special category data about you, and we do not further process data, sell, or pass it to other parties.

Where do we collect personal data about you from?

- From this licence agreement and the corresponding ID documents provided by directors
- From Companies House records and companycheck.co.uk
- From e-mails sent to any of our New View. Direct or **New View Direct Ltd** e-mail addresses.

How do we use your personal data?

We use your personal contact information in the event:

1. That we need to contact responsible directors / seniors regarding access to the building or in the event of a security query
2. If our service invoices remain outstanding past the due date
3. If an internal notice is issued to regarding **New View Direct Ltd** facilities, premises, or social events.

How long do we keep your personal data for?

We retain your information for as long as is necessary for us to use your information as described above or to comply with our legal obligations and our Legitimate Business Interests. However, please be advised that we may retain some of your information after you cease to use our services, for instance if this is necessary to meet our legal obligations, such as retaining the information for tax and accounting purposes.

When determining the relevant retention periods, we will consider factors including:

- (a) our contractual obligations and rights in relation to the information involved.
- (b) legal obligation(s) under applicable law to retain data for a certain period.
- (c) statute of limitations under applicable law(s).
- (d) (potential) disputes.
- (e) if you have made a request to have your information deleted; and

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(f) guidelines issued by relevant data protection authorities.

Otherwise, we will securely erase your information once this is no longer needed

Who do we share your personal data with?

Your personal data is not shared outside of New View Direct Limited – our parent company with whom e-mail communications may occasionally be exchanged.

Only three individuals can securely access security video surveillance footage from **New View Direct Ltd** – the two directors of **New View Direct Ltd** and as a backup the Operations Manager at New View Direct Limited. Again, this information is never shared, except where we may be specifically requested to produce it to the police to assist with a criminal investigation.

What legal basis do we have for using your information?

We use licensee data to perform a contract for you, for example in contacting or invoicing you. We also use security video surveillance to assist with any claim of loss or theft or in the event of a criminal investigation.

What happens if you do not provide us with the information we request or ask that we stop processing your information?

If you do not provide the personal data necessary or withdraw your consent for the processing of your personal data, we may not be able to issue access keys or passwords for use at **New View Direct Ltd**.

Do we make automated decisions concerning you?

No, we do not conduct automated profiling.

Do we use Cookies to collect personal data on you?

No, we do not use cookies to collect personal data on our websites.

Do we transfer your data outside the EEA?

No, we do not transfer personal data out of the EEA.

What security measures do we take?

We have adopted appropriate security features to protect and keep secure personal information from loss, misuse, alteration, or destruction. Personal information is not stored physically on our equipment or devices and instead is held in an online or *cloud* database with a professional level of access control and encryption purchased through our partners Microsoft, Xero and Salesforce.

We regularly review our security and encryption technologies and strive to protect personal information to the highest level possible.

What rights do you have in relation to the data we hold on to you?

By law, you have rights when it comes to your personal data. Further information and advice about your rights can be obtained from the data protection regulator in your country.

Rights: what does this mean?

1. The right to be informed

You have the right to be provided with clear, transparent, and easily understandable information about how we use your information and your rights. Therefore, we are providing you with the information in this Policy.

2. The right of access

You have the right to obtain access to your information (if we are processing it), and certain other information (similar to that provided in this Privacy Policy).

This is so you are aware and can check that we are using your information in accordance with data protection law.

3. The right to rectification

You are entitled to have your information corrected if it is inaccurate or incomplete.

4. The right to erasure

This is also known as ‘the right to be forgotten’ and, in simple terms, enables you to request the deletion or removal of your information where there is no compelling reason for us to keep using it. This is not a general right to erasure; there are exceptions.

5. The right to restrict processing

You have rights to ‘block’ or suppress further use of your information. When processing is restricted, we can still store your information, but may not use it further. We keep lists of people who have asked for further use of their information to be ‘blocked’ to make sure the restriction is respected in future.

6. The right to data portability

You have rights to obtain and reuse your personal data for your own purposes across different services. For example, if you decide to switch to a new provider, this enables you to move, copy or transfer your information easily between our IT systems and theirs safely and securely, without affecting its usability.

7. The right to object to processing

You have the right to object to certain types of processing, including processing for direct marketing (i.e., if you no longer want to be contacted with potential opportunities).

8. The right to lodge a complaint

You have the right to lodge a complaint about the way we manage or process your personal data with your national data protection regulator.

9. The right to withdraw consent

If you have given your consent to anything we do with your personal data, you have the right to withdraw your consent at any time (although if you do so, it does not mean that anything we have done with your personal data with your consent up to that point is unlawful). This includes your right to withdraw consent to us using your personal data for marketing purposes.

We usually act on requests and provide information free of charge, but may charge a reasonable fee to cover our administrative costs of providing the information for:

- baseless or excessive/repeated requests, or
- further copies of the same information.

Alternatively, we may be entitled to refuse to act on the request.

Please consider your request responsibly before submitting it. We will respond as soon as we can. This will be within one month from when we receive your request but, if the request is going to take longer to deal with, we will come back to you and let you know.

We may contact you by phone, email or by post. If you prefer a particular contact means over another, please just let us know.

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