

THIS LICENCE is dated [DATE]

PARTIES

(1) **BRADCO LTD.** a company incorporated and registered under the provisions of the Companies Act, Cap. 308 of the Laws of Barbados as Company No. 3923 and having its registered office situate at Bond #8, Lower Estate in the parish of Saint Michael in Barbados trading as “Desktops” ('the Owner'); and

(2) _____ of _____ in Barbados ('the Licensee').

SUMMARY OF CONTRACT DETAILS

LICENSEE DETAILS:

Name:

Address:

Phone number:

Fax number:

Email:

OWNER DETAILS:

Fax number:

Email:

SERVICE DETAILS:

Start Date:

End Date:

Suite No.:

FEE

Licence Fee:

Security Deposit:

TERMS AND CONDITIONS

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

1.1. Definitions:

- 1.1.1. Centre:** ALL THAT land (part of the said larger area containing 31,605 square metres but by a survey and Plan made and certified on the 20th day of May 2009 by Garrick L. Jenkins, Land Surveyor of Hart Hutchinson & Field found to contain 31,603.4 square metres and divided into four (4) lots as shown and delineated thereon (formerly referred to as “the Hart Plan” but hereinafter called the “Key Plan”) situate at Lower Estate in the parish of Saint Michael in Barbados containing by admeasurement 8277.6 square metres or thereabouts (inclusive of 435.6 square metres in the area of drain reserve) and being the Lot numbered **2B2** on the Key Plan ABUTTING AND BOUNDING towards the North on a road leading to the Belle Road in one direction and Lower Estate Yard in the other direction on the Key Plan towards the East on the Lot numbered 2B3 on the Key Plan towards the South on the Lot numbered 1 on the Key Plan being lands now or formerly of Roberts Manufacturing Co. Limited and towards the West on the Lot numbered 2B4 on the Key Plan or however else the same may abut and bound together with the buildings thereon or such reduced or extended area as the Owner may from time to time designate as comprising the Centre.
- 1.1.2. Common Parts:** such roads, paths, entrance halls, corridors, staircases, landing and other means of access in or upon the Centre the use of which is necessary for obtaining access to and egress from the Designated Space as designated from time to time by the Owner and any other areas intended to be used in common by the occupiers of the Centre as designated from time to time by the Owner.
- 1.1.3. Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
- 1.1.4. End Date:**[DATE]
- 1.1.5. Licence Fee:** the sum of[]payable in advance on the Licence Fee Commencement Date
- 1.1.6. Licence Fee Commencement Date:** the Start Date].
- 1.1.7. Licence Period:** the period from and including the Start Date until the End Date or such other earlier date on which this licence is determined in accordance with Clause 4.

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- 1.1.8. Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.
- 1.1.9. Permitted Use:** Use of the Designated Space for office purposes.
- 1.1.10. Plan:** the plan attached to this licence marked “Plan”.
- 1.1.11. Designated Space:** area located within unit no. 2 at the Centre shown for identification purposes only on the Plan and being the Suite noted in the Summary of Contract Details.
- 1.1.12. Services:** the services, facilities and amenities specified in schedule 3 THE SERVICES which the Owner may amend from time to time in its sole discretion.
- 1.1.13. 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.
- 1.1.14. Start Date:** [DATE].
- 1.1.15. Summary of Contract Details:** The table of information headed “Summary of Contract Details” at the beginning of this Licence.
- 1.1.16. VAT:** value added tax chargeable under the Value Added Tax Act Cap 87 of the Laws of Barbados and any similar replacement tax and any similar additional tax.

1.2. Clause, Schedule and paragraph 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).

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- 1.4. The Schedules forms 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 Schedules.
- 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. 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.
- 1.10. References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedules.
- 1.11. 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.
- 1.12. Where the Licensee comprises more than one person, then unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- 1.13. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Barbados.

2. LICENCE TO OCCUPY

2.1. Subject to *Clause 4* and *the* compliance by the Licensee it's the obligations under this Licence, the Owner permits the Licensee to occupy the Designated Space for the Permitted Use for the Licence Period in common with the Owner and all others authorised by the Owner (so far as is not inconsistent with the rights given to the Licensee to use the Designated Space for the Permitted Use) together with the rights mentioned in the *Schedule 1*.

2.2. The Licensee acknowledges that:

- 2.2.1. the Licensee shall occupy the Designated Space as a licensee and that no relationship of landlord and tenant is created between the Owner and the Licensee by this licence;**
- 2.2.2. the Owner retains control, possession and management of the Designated Space and the Licensee has no right to exclude the Owner from the Designated Space;**
- 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;**
- 2.2.4. the Licensee shall not have a non-exclusive right to the room or space allocated to it; and**
- 2.2.5. without prejudice to its rights under *Clause 4*, the Owner shall be entitled at any time on giving not less than two days' notice to require the Licensee to transfer to comparable space elsewhere within the Centre 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 Owner the Licence Fee payable without any deduction in advance on each day together with such VAT as may be chargeable on the Licence Fee;**
- 3.1.2. pay to the Owner on or before the date of this Licence as a security deposit the equivalent of the Licence Fee ('the Security Deposit'). The Security Deposit shall be held by the Owner as security for the faithful performance by the Licensee of all the terms covenants and conditions of this Licence to be kept and performed by the Licensee during the Licence Period. If the Licensee defaults with respect to any provision of this Licence the Owner may (but shall not be required to) use apply or retain all or**

MASTER DRAFT- APRIL 2019
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any part of the Security Deposit for payment of any sums, liquidated damages, interest or penalties due under this Licence or any sum in default, or for the payment of any amount which the Owner may spend or become obliged to spend by reason of the Licensee's default or to compensate the Owner for any other loss, damage, cost or expense which the Owner may suffer or incur by reason of the Licensee's default. The Licensee shall pay to the Owner any shortfall in the Security Deposit caused by a change in the Licence Fee or the application of any part of the Security Deposit by the Licensee as herein permitted within seven (7) days of the change in the Licence Fee or the said application of the Security Deposit or any part of it. If the Licensee shall fully and faithfully perform every provision of this Licence to be performed by it, the Security Deposit or any balance thereof after deduction hereunder by the Owner shall be returned to the Licensee within one(1) month of the last day of the Licence Period. In the event of termination of the Owner's interest in this Licence, the Owner shall transfer the Security Deposit to the Owner's successor in title.

- 3.1.3.** The Licensee must pay on demand and must indemnify the Owner against:
- 3.1.3.1. all rates, taxes, assessments, duties, charges, financial impositions and other outgoings that are now or may at any time during the Licence Period be charged, assessed or imposed upon the Designated Space or on the owner or occupier of them, excluding any payable by the Owner in respect of Land Taxes;
 - 3.1.3.2. all VAT that may from time to time be charged on the Licence Fee or other sums payable by the Licensee under this Licence; and
 - 3.1.3.3. all VAT incurred in relation to any costs that the Licensee is obliged to pay or in respect of which he is required to indemnify the Owner under the terms of this licence, except where that VAT is recoverable or available for set-off by the Owner as input tax.
- 3.1.4.** to keep the Designated Space clean, tidy and clear of rubbish;
- 3.1.5.** not to use the Designated Space other than for the Permitted Use;
- 3.1.6.** not to use the Designated Space for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation or any illegal act or purpose;
- 3.1.7.** not to use the Designated Space as sleeping accommodation or for residential purposes or keep any animal, bird or reptile on them;
- 3.1.8.** not to make any alteration or addition whatsoever to the Designated Space;
- 3.1.9.** exercise good care of all parts of the Centre, its equipment, fixtures, fittings and furnishings which the

MASTER DRAFT- APRIL 2019
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SUBJECT TO REVIEW AND AMENDMENT

Licensee uses.

- 3.1.10.** not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Designated Space or elsewhere in the Centre without the prior written consent of the Owner;
- 3.1.11.** not to do or permit to be done on the Designated Space anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Owner or to tenants or occupiers of the Centre or any owner or occupier of neighbouring property;
- 3.1.12.** not to cause or permit to be caused any damage to:
- 3.1.12.1. the Designated Space, Centre or any neighbouring property; or
- 3.1.12.2. any property of the owners or occupiers of the Designated Space, Centre or any neighbouring property;
- 3.1.13.** not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- 3.1.14.** not to apply for any planning permission in respect of the Designated Space;
- 3.1.15.** not to do anything that will or might constitute a breach of any Necessary Consents affecting the Designated Space or which will or might vitiate in whole or in part any insurance effected by the Owner in respect of the Designated Space and Centre from time to time;
- 3.1.16.** 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 Designated Space;
- 3.1.17.** to observe any rules and regulations the Owner makes and notifies to the Licensee from time to time governing the Licensee's use of the Designated Space and the Common Parts including but not limited to those provided for in Schedule 2 hereto;
- 3.1.18.** to leave the Designated Space in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Designated Space at the end of the Licence Period;
- 3.1.19.** To comply in all respects with the requirements of and carry out all works and provide and maintain all arrangements on or in respect of the Designated Space or the use to which they are being put under any

MASTER DRAFT- APRIL 2019
NOT FOR PUBLICATION OR EXECUTION
SUBJECT TO REVIEW AND AMENDMENT

statutes and any other obligations imposed by law or by any byelaws from time to time applicable to the Designated Space or the Centre or the trade or business for the time being carried on there regardless of whether the requirements or obligations are imposed on the owner, the occupier or any other person;

- 3.1.20. not do in, on or near the Designated Space or the Centre anything by reason of which the Owner may incur any losses under any statute or obligation imposed by law or bye-law;
- 3.1.21. to pay to the Owner interest on the Licence Fee or other payments at the rate of 10 per cent per annum 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 2 days of the due date (whether formally demanded or not);
- 3.1.22. to pay a fee of \$150.00 for any returned cheque or other declined payment due to insufficient funds;
- 3.1.23. to supply the Owner with all due diligence information requested by the Owner including but not limited to evidence of incorporation or registration of the Licensee where applicable.

4. TERMINATION

4.1. This licence shall end on the earliest of:

- 4.1.1. the End Date PROVIDED ALWAYS THAT BY 5:00PM ON THE END DATE THE OWNER OR THE LICENSEE SHALL ADVISE THE OTHER PARTY OF ITS INTENTION FOR THE LICENCE TO BE TERMINATED ON THE END DATE;
- 4.1.2. the expiry of any notice given by the Owner to the Licensee at any time on breach of any of the Licensee's obligations in this Licence; and
- 4.1.3. the expiry of the notice in clause 4.2.

4.2. Owner may terminate this agreement at any time by giving seven hours' notice to the Licensee.

4.3. Notwithstanding the provisions of clause 4.1. and 4.2. this Licence and the rights granted by clause 2 will determine immediately:

- 4.3.1. If the Owner is permanently unable to provide the Services or the accommodations at the Centre;
- 4.3.2. if the Designated Space or the becomes incapable of use for the Permitted Use because of damage or

destruction to the Centre unless that damage or destruction has been caused by the Licensee or someone for whom he is responsible; or

- 4.3.3. on the Licensee, being an individual, becoming subject to a bankruptcy order or having an interim receiver appointed to his property; or
- 4.3.4. on the Licensee, being a company or limited liability partnership or other form of partnership, entering into liquidation—but not if the liquidation is for amalgamation or reconstruction of a solvent entity—or having a receiver appointed over all or any part of its assets or, where appropriate, being struck off the register; or
- 4.3.5. on the Licensee entering into or making a proposal to enter into any arrangement or composition for the benefit of his creditors;
- 4.3.6. on the Licensee becoming subject to any procedure for the taking of control of his goods by another; or
- 4.3.7. the conduct of the Licensee or that of someone at the Centre with its permission or invitation, is incompatible with the Permitted Use and (i) such conduct is repeated despite the Licensee having been given a warning or (ii) such conduct is material enough (in the sole opinion of the Owner) to warrant immediate termination.

4.4. 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.

4.5. PROVIDED ALWAYS that the termination of this Licence by Owner pursuant to clause 4.1.2. or 4.3. does not put an end to the obligation to the Licensee to pay to the Owner the Licence fee for the remainder of the Licence Period for which this Licence would have lasted if the Owner had not ended it.

5. DESTRUCTION OF PREMISES

If there is damage or destruction to the whole or substantially the whole of the Centre by an that prevents occupation and use by the Licensee or prevents the ability of the Owner to provide the services under this Licence, then this Licence shall immediately terminate upon service of a notice by the Owner to the Licensee to that effect and the Licensee shall only be required to pay the Licence Fee and any other sum payable under this Licence up to the date of termination.

6. LICENSEE'S PROPERTY

6.1. If, after the Licensee has vacated the Designated Space at the end of the Licence Period, any property of his remains in or on the Designated Space or the Centre and he fails to remove it within ten (10) working days after a written request from the Owner to do so (or, if the Owner is unable to make such a request to the Licensee, within ten(10) working days from the first attempt to make it, then:

- 6.1.1. the Owner may, as the agent of the Licensee, sell that property, paying the net sale proceeds after deduction of associated costs to the Licensee;
 - 6.1.2. if, having made reasonable efforts to do so, the Owner is unable to locate the Licensee, then the Owner may retain the net proceeds of sale absolutely unless the Licensee claims them within fifteen (15) working days of the date upon which the Licensee vacated the Designated Space;
 - 6.1.3. the Licensee must indemnify the Owner against any losses incurred by the Owner in relation to any third party whose property is sold by him in the mistaken belief held in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Licensee.
- 6.2. In any event the Licensee must indemnify the Owner against any damage occasioned to the Premises and any losses and any other liability, loss, cost or expense caused to the Owner by or related to the presence of the property in or on the Premises.

7. SERVICES AND TELECOMMUNICATIONS

- 7.1. The Licensee confirms that it has a non-exclusive right to the space or room allocated to it. If the Licensee pays the Licence Fee and observes his obligations under this Licence the Owner will use its best endeavours to provide the Services which is included in the Licence Fee.
- 7.2. The Owner is not to be liable to the Licensee for any breach of his obligations under clause 7.1. where the breach was caused by something beyond his control, provided he uses reasonable endeavours to remedy the breach, except to the extent that the breach:
- 7.2.1. could have been prevented, or
 - 7.2.2. its consequences could have been lessened, or
 - 7.2.3. the time during which its consequences were experienced could have been shortened by the exercise of reasonable skill by the Owner or those undertaking the obligation on his behalf.
- 7.3. For the avoidance of doubt the Owner is not liable for any loss as a result of the Owner's breach of its obligations to provide the Services if, the failure to do so was a s a result of mechanical breakdown, strike or termination of the Owner's interest in the Centre.
- 7.4. The Owner may add to, withhold or vary the Services if he considers the addition, withholding or variation to be necessary or desirable or if he is required to do so by a competent authority.
- 7.5. The Owner reserves the right to charge the Licensee for any service which is not provided for as part of the Services or which particular service is excessive (as determined by the Owner in its sole discretion).
- 7.6. The Owner gives and makes no representations as to the security of the Owner's network or the internet provided or any of the information that the Licensee places on it. The Licensee acknowledges that it should adopt the security measures it believes appropriate to its circumstances and use of the network or

MASTER DRAFT- APRIL 2019
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SUBJECT TO REVIEW AND AMENDMENT

internet. The Owner cannot guarantee that a particular degree of speed or connectivity will be attained by the Licensee's use of the Owner's network or internet.

- 7.7. The Licensee must not install any cabling, IT or telecommunication connections without the Owner's consent, which the Owner may refuse in its sole discretion and upon such conditions as the Owner may deem necessary including but not limited to the oversight by the Owner of any installations and to verify that such installations do not interfere with the use of the Centre by other persons or the Owner.
- 7.8. The Licensee is responsible for the security of the equipment used by it, and must not allow it to be used by anyone other than in accordance with this Licence or any WiFi Access, Internet or Telecommunications Policy instituted by the Owner.
- 7.9. The Licensee is responsible for the security of any computer terminal used by you. You should lock your terminal or log off when leaving it unattended or on leaving the Designated Space, to prevent unauthorised users accessing the system in your absence. Anyone who is not authorised to access our network should only be allowed to use terminals under supervision.
- 7.10. Cabling for telephones or computer equipment should not be moved or tampered with without first consulting the Owner.
- 7.11. The Licensee should not attempt to gain access to restricted areas of the network, or to any password-protected information.
- 7.12. The Licensee must keep the Owner fully indemnified against all losses (including liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings) that are directly or indirectly caused as a consequence of misuse of the Owner's telecommunications or internet systems by creating, viewing, accessing, transmitting or downloading any of the following material (this list is not exhaustive):
- 7.12.1.** Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature).
- 7.12.2.** Offensive, obscene, or criminal material or material which is liable to cause embarrassment to the Owner or to its clients or customers.
- 7.12.3.** A false and defamatory statement about any person or organisation.

7.12.4. Material which is discriminatory, offensive, derogatory or may cause embarrassment to others

7.12.5. Confidential information about the Owner, its business, or any of its staff, clients or customers

7.12.6. Unauthorised software.

7.12.7. Any other statement which is likely to create any criminal or civil liability (for the Owner or the Licensee).

7.12.8. Music or video files or other material in breach of copyright.

8. LICENSEE'S INDEMNITY

8.1. The Licensee shall keep the Owner fully indemnified against all losses (including liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings) in any way:

8.1.1.1. arising from this licence; and/or

8.1.1.2. arising from any breach of the Licensee's undertakings contained in [Clause 3](#); and/or

8.1.1.3. arising from the exercise of any rights given in [Clause 2](#); and/ or

8.1.1.4. that are directly or indirectly caused as a consequence of any act, omission or negligence of the Licensee or any persons at the Designated Space or Centre expressly or impliedly with his authority and under his control.

9. INSURANCE

9.1. The Licensee warrants that before the execution of this licence he has disclosed to the Owner in writing any conviction, judgment or finding of any court or tribunal relating to the Licensee (or any director, other officer or major shareholder of the Licensee) of such a nature as to be likely to affect the decision of any insurer to grant or to continue insurance of any of the risks for which the Centre may be insured.

9.2. The Licensee covenants with the Owner:

- 9.2.1. to pay to the Owner on demand from time to time as required any amount that the insurers refuse to pay out because of any deliberate act or omission of the Licensee or by anyone on the Centre expressly or by implication with his authority and under his control;
- 9.2.2. to comply with all the requirements of the insurers;
- 9.2.3. not to do or omit anything that could invalidate any insurance policy relating to the Centre;
- 9.2.4. not to do or omit anything by which additional insurance premiums may become payable in relation to the Centre unless the Licensee has previously notified the Owner and has agreed to pay the increased premium;
- 9.2.5. to give notice to the Owner as soon as reasonably practicable of any event of which the Licensee becomes aware that might affect any insurance policy relating to the Centre;
- 9.2.6. to give notice to the Owner as soon as reasonably practicable of any damage or destruction to the Designated Space resulting from a risk for which the Centre is insured;
- 9.2.7. to give notice to the Owner as soon as reasonably practicable of any conviction, judgment or finding of any court or tribunal relating to the Licensee (or any director other officer or major shareholder of the Licensee) of such a nature as to be likely to affect the decision of any insurer to grant or to continue any insurance of any of the risks for which the Centre is insured; and
- 9.2.8. that it is its sole responsibility to insure against all potential losses (including liabilities, awards of damages or compensation, penalties, charges, costs, disbursements and expenses arising from any claim, demand, action or proceedings) that are directly or indirectly caused as a consequence of (but not limited to) all of its property brought on to the Designated Space or elsewhere in the Centre of which the Designated Space forms part, its own liability to its employees and third parties, business interruption and any other matter under which the Licensor excludes liability and the Licensee shall provide full details of such insurance on request.

10. NOTICES

- 10.1. Any notice given under this Licence or other communication given to a party under or in connection with this Licence shall be in writing and shall be:

MASTER DRAFT- APRIL 2019
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SUBJECT TO REVIEW AND AMENDMENT

10.1.1. Delivered by hand or by pre-paid registered post to the relevant party as follows:

10.1.1.1. to the Owner at: Bond #8, Lower Estate in the parish of Saint Michael in Barbados and marked for the attention of Annalise Corea, Office Manager; and

10.1.1.2. to the Licensee at the address stated in the Summary of Contract Details or at the Designated Space,

or at an address otherwise specified by the relevant party by notice in writing to each other party; or

10.1.2. Sent by fax to the numbers of the relevant party specified in the Summary of Contract Details or sent by email to the address of the relevant party specified in in the Summary of Contract Details.

10.2. Any notice given in accordance with [Clause 10.1](#) will be deemed to have been received:

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

10.2.2. if sent by pre-paid registered post at 9.00 am on the third working day after posting.

10.2.3. If sent by fax or email, at the time of transmission, or , if this time falls outside business hours in the place of receipt , when business hours resume. In this clause business hours means 8:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

10.3. 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.

11. NO WARRANTIES FOR USE OR CONDITION

11.1. The Owner gives no warranty that the Designated Space possesses the Necessary Consents for the Permitted Use.

11.2. The Owner gives no warranty that the Designated Space is physically fit for the purposes specified in [Clause 2](#).

11.3. 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 Owner before the date of this licence as to any of the matters mentioned in [Clause 6.1](#) or [Clause 6.2](#).

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

12. LIMITATION OF OWNER'S LIABILITY

12.1. Subject to [Clause 12.2](#), the Owner is not liable for:

- 12.1.1. the death of, or injury to the Licensee, its employees, customers or invitees to the Designated Space;
or
- 12.1.2. damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Designated Space; or
- 12.1.3. 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 Designated Space in the exercise or purported exercise of the rights granted by [Clause 2](#).

12.2. Nothing in [Clause 12.1](#) shall limit or exclude the Owner's liability for:

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

12.3. The Owner will not in any circumstance have any liability for:

- 12.3.1. Loss of business, loss of profits, loss of anticipated savings, loss of damage to data, third party claims whether direct or consequential or
- 12.3.2. Any consequential loss.

13. CONFIDENTIALITY

13.1. The terms of this Licence are confidential.

13.2. Each party undertakes that it shall not at any time and for a period of ten years after termination of

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this agreement, disclose to any person, the terms of this Licence or any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by [Clause 13.3](#).

13.3. Each party may disclose the other party's confidential information:

13.3.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this [Clause 13](#); and

13.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.4. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

14. AUTOMATIC RENEWAL

14.1. SUBJECT TO CLAUSE 14.2. THIS LICENCE WILL BE RENEWED AUTOMATICALLY FOR SUCCESSIVE PERIOD EQUAL TO THE LICENCE PERIOD UNLESS OTHERWISE TERMINATED PURSUANT TO CLAUSE 4 HEREOF AND THE LICENSEE AGREES THAT THE OWNER MAY AUTOMATICALLY CHARGE THE ACCOUNT OF THE LICENSEE FOR THE LICENCE FEE AND ANY OTHER FEES DUE UNDER THIS LICENCE UPON SUCH RENEWAL.

14.1.1. ANY RENEWAL IN ACCORDANCE WITH CLAUSE 14.1 SHALL BE AT SUCH REVISED LICENCE FEE AS DETERMINED BY THE OWNER AND NOTIFIED TO THE LICENSEE AT LEAST 2 DAYS PRIOR TO THE END DATE.

15. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under to enforce any term of this licence.

16. GOVERNING LAW

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 Barbados.

11. JURISDICTION

Each party irrevocably agrees that the courts of Barbados 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).

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

SCHEDULE 1 RIGHTS GRANTED TO LICENSEE

1. The right for the Licensee to use :
 - i. Such parts of the Common Parts for the purpose of access to and egress from the Designated Space as shall from time to time be designated by the Owner for such purpose and for such other purposes as the Owner may determine from time to time.
 - ii. The Service Media serving the Designated Space.
2. The right to use the Centre address as its business address. Any other uses are prohibited without the Owner's prior written consent.

SCHEDULE 2 THE OFFICE RULES

1. Use

1.1. Use as offices

- 1.1.1.* The Licensee must not use the Designated Space for any purpose other than as offices and may only conduct its business in the Designated Space and not in the Common Parts.
- 1.1.2.* The Licensee may not use the Centre as its registered address for service-of-process or as a legal or fiscal address, without prior written agreement from the Provider and upon the conditions required by the Owner. The Licensee releases the Owner from any liability arising out of or incurred in connection with any mail or packages received on the Licensee's behalf.

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- 1.1.3.* The Licensee's employees and guests shall conduct themselves in a business-like manner and proper business attire shall be worn at all times.
- 1.1.4.* The electricity available in the Designated Space and the Centre which the Licensee is permitted to use current shall be used for ordinary lighting, powering personal computers and small appliances only unless the prior written consent of the Owner has been given upon the conditions stipulated by the Owner. If the Licensee requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Licensee's expense by a professional designated by the Owner.

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1.1.5. The Designated Space or the Centre shall not be used for manufacturing or the storage of merchandise except as such storage may be incidental to general office purposes and is permitted by the Owner.

1.1.6. Canvassing, soliciting and peddling in the Centre are prohibited and the Licensee shall not solicit other licensees for any business or other purpose without the prior written approval of the Owner.

1.1.7. Smoking shall be prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Designated Space or the Centre.

1.2. Schedule of Condition

1.2.1. Upon the commencement of the Licence Period the Owner will require the Licensee to sign a schedule of condition being an inventory of all accommodation, furniture and equipment the Licensee is permitted to use, together with a note of its condition, and details of the keys or entry cards issued to the Owner.

1.3. Cesser of business

1.3.1. The Licensee must not leave the Designated Space continuously unoccupied for an entire day without notifying the Owner and providing such caretaking or security arrangements for the protection of the Designated Space as the Owner reasonably requires.

1.4. Noxious discharges

1.4.1. The Licensee must not discharge into any of the Service Media any noxious or deleterious matter or any substance that might cause an obstruction in or danger or injury to the Service Media or be or become a source of obstruction, danger or injury and in the event of any such obstruction, danger or injury the Licensee must forthwith make good any damage to the satisfaction of the Owner.

1.5. Sound audible outside

- 1.5.1.* The Licensee must not play or use in the Designated Space any musical instrument, audio or other equipment or apparatus that produces sound that may be heard outside the Designated Space.
- 1.5.2.* The noise level will be kept to a level so as not to interfere with or annoy other occupants of the Centre or the Owner.

2. Ceiling and floor loading

2.1. Heavy items

- 2.1.1.* The Licensee must not bring onto or permit to remain on the Designated Space any safes, machinery, goods or other articles that will or may strain or damage the Designated Space or any part of them.

2.2. Protection of ceilings

- 2.2.1.* The Licensee must not suspend anything from any ceiling of the Designated Space.

3. Common Parts

3.1. Care of the Common Parts

- 3.1.1.* The Licensee must not cause the Common Parts or any land, roads or pavements adjoining the Center to become untidy or dirty.

3.2. Display of goods outside

- 3.2.1.* The Licensee must not display or deposit anything whatsoever outside the Designated Space for display or sale or for any other purpose or cause any obstruction of the Common Parts. The Licensee may not put up any signs on the doors of their accommodation or anywhere else that is visible from outside the Designated Space without written approval from Owner. The Owner reserves the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Centre's design.

4. Machinery

4.1. Noisy machinery

- 4.1.1.* The Licensee must not install or use in or upon the Designated Space any machinery or apparatus that will cause noise or vibration that can be heard or felt in nearby premises or outside the Designated Space or that may cause damage PROVIDE ALWAYS that the Licensee shall not, without the Owner's prior written consent, store or operate in the

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Designated Space or the enter any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, vending or coin operated machine, refrigerator or coffee equipment.

4.2. Maintenance of machinery

4.2.1. The Licensee must keep all machinery and equipment on the Designated Space ('the Machinery') properly maintained and in good working order and for that purpose must employ reputable contractors ('the Contractors') to carry out regular periodic inspection and maintenance of the Machinery.

4.3. Renewal of parts

4.3.1. The Licensee must renew all working and other parts of the Machinery as and when necessary or when recommended by the reputable contractors approved by the Owner.

4.4. Operation

4.4.1. The Licensee must ensure by directions to his staff and otherwise that the Machinery is properly operated.

5. Unloading

5.1. Loading bays to be used

5.1.1. The Licensee must not load or unload any goods or materials from any vehicle unless the vehicle is parked in the loading bay designated by the Owner and must not cause congestion of that or any adjoining loading bays or inconvenience to any other user of it or them.

5.2. Standing vehicles

5.2.1. The Licensee must not permit any vehicles belonging to him or any persons calling on the Designated Space expressly or by implication with his authority to stand on the service roads or any land, roads or pavements adjoining the Centre or, except when and for so long as they are actually loading or unloading goods and materials, on the loading bays the Common Parts and must ensure that such persons do not permit any vehicle so to stand.

5.3. Use of goods entrances required

5.3.1. The Licensee must not convey any goods or materials to or from the Designated Space except through the entrances and service areas provided for the purpose.

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6. Heating, cooling and ventilation

6.1. Interference and additional loading

6.1.1. The Licensee must not do anything that interferes with the heating, cooling or ventilation *or* air conditioning of the Common Parts or the Designated Space or that imposes an additional load on any heating, cooling or ventilation *or* air conditioning plant and equipment in the Centre.

6.2. Operation of systems

6.2.1. The Licensee must operate the ventilation equipment in the Designated Space, which comprises part of the system for the air conditioning of the Centre, in accordance with the regulations made by the Owner from time to time for that purpose.

7. Security

7.1.1. The Keys to the Centre and the Designated Space remain the property of the Owner at all times.

7.1.2. The Licensee must ensure that at all times the Owner has written notice of the name, home address and home telephone number of at least 2 key holders of the Designated Space.

7.1.3. The Licensee must not make any copies of the keys and/or entry cards or allow anyone else to use them without the Owner's consent. Any loss must be reported to the Owner immediately and the Licensee must pay a reasonable fee for replacement keys or cards and of changing locks, if required.

8. Regulations

8.1. The Licensee must comply with all regulations made by the Owner from time to time for the management of the Centre and which may include but is not limited to those relating to I.T., security, keys, parking and other such matters common to all occupants.

SIGNED AND DELIVERED by)

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for and on behalf of **the Owner**)

[Authorised Signatory]

SIGNED AND DELIVERED by)

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for and on behalf of **the Licensee**)

[Authorised Signatory]