



Azure Business Centres

A guidance document

Incorporating “the rules”
(as referenced in the formal licence agreement)

July 2021 (Revision 1)

This document is only complete when accompanied by Appendix A (Centre specific)
and Appendix B (Health and Safety Policy).

1.0 The scope and purpose of this document

This is an updated version of the previous "rules" document and replaces that completely.

This document sets out a range of information which will assist potential and actual occupiers at Azure Business Centre - and sets out any rules and obligations which govern their occupancy. It is intended to assist everyone to fully understand their obligations, eliminate any ambiguities that might otherwise arise and thereby facilitate the safe, smooth and harmonious operation of the business centre.

This document complements the formal agreement giving right to occupation (which may be some form of "tenancy at will" or a "licence to occupy" arrangement). In the event of any conflict the legal agreement will take precedence. Within this document the expression "occupancy agreement" shall refer to either the tenancy agreement or the licence - as appropriate.

Any queries on any issue within this document should be referred to the Company's senior representative based at the business centre.

2.0 "The Company"

The Company referred to within this document is: Azure Business Centres Limited (Registered Office: c/o Azure Charitable Enterprises, Kielder Avenue, Cramlington, NE23 8JT Registered Company: 04642254).

3.0 Status (of the Company)

The Company is a "not for profit" enterprise.

4.0 "The Licensee"

Any reference to the Licensee is the corporate body, partnership or individual with a formal occupancy agreement with the Company.

For the purposes of this common guidance document any occupant (occupying under any form of tenancy agreement) is deemed the licensee. This does not give rise to any change to their status - which is governed by their formal agreement with the Company

5.0 Philosophy

The Company has an ethos of encouraging start-up and small businesses and the accommodation offered is generally in keeping with that aim. However to ensure the viability of the centres and in the interests of all concerned the Company does not strictly limit occupancy to such businesses (start-up or small) and would always be pleased to enter into discussions with any party interested in available accommodation.

The Company is a wholly owned subsidiary of Azure Charitable Enterprises (charity number 513149). The Charity's mission is "Improving the lives of people who are disabled or disadvantaged".

6.0 "Easy in/easy out"

As a norm the formal agreements provide for short term notice periods (from either party), so called "easy in/easy out". This arrangement assists start up and small businesses avoiding the need to make long term commitment. A minimum notice period of one month either way will apply.

If mutually agreed the parties may, in certain circumstances, agree to longer periods of notice.

7.0 Application process

A formal application process is separately and more fully defined elsewhere. Prior to the grant of any license agreement information will be required from the potential Licensee (including any Virtual Office application). This will include business references, recent accounts information, bank details and proof of identity.

The Company reserve the right to refuse an application (and are not obliged to give a reason for any refusal).

8.0 The Company's right to access any office or workshop

It is a condition of occupancy that the Licensee accepts that any properly authorised member of the Company's staff (normally the senior representative at the business centre) may access any office or workshop at any time. There are many valid reasons why this could be necessary (a simple example being to close a window left open by the Licensee).

9.0 Accommodation and services

The Company provides serviced accommodation - which may be workshops or office accommodation. A virtual office facility also exists (refer section 10).

Unless otherwise agreed the normal arrangement is that, other than a telephone handset, the area to be occupied will not have any furniture or other equipment. On occasion furniture may be available and any such furniture will remain the Company's property at all times. Any incoming licensee will be required to sign for any item or items (an inventory form).

At the commencement of occupancy the Company's representative will undertake a full site induction for the Licensee (and any of the Licensee's staff as the Licensee might require).

9.1 Business centre – normal hours

Refer **Appendix A** for the defined normal hours and Reception availability.

9.2 Entrance/exit arrangements – during normal hours and out of hours

Refer **Appendix A**

9.3 Facilities/services included as standard

The services included as standard within the occupancy agreement are:

9.3.1 License fees of the area(s) designated in the occupancy agreement.

9.3.2 Rates in relation to the designated area(s)
(refer section 11 in relation to rate relief arrangements).

9.3.3 Water rates

9.3.4 Reception services – so far as is practicable the Company has a staffed Reception desk during normal weekday business hours (other than for any designated shutdown such as between Christmas and New Year).

The Company's duty receptionist will: take messages, undertake photocopying (chargeable), deal with post and courier matters, deal with/send faxes (sending being chargeable), take bookings for the private meeting room, provide or organise any other chargeable services and be the Company's first point of contact for Licensees (and others).

9.3.5 Common area services – heating, lighting, washrooms/toilets/shower room and kitchens.

The Company takes responsibility for the cleaning and maintenance of common area facilities. However Licensees are required to use the facilities in a reasonable way. Any abuse of the facilities by a Licensee (or their staff/visitors) could result in a charge being levied.

Licensees should advise the Company at the first opportunity in the event of any problem relating to the common area facilities.

9.3.6 Telephone service – all Licensees are provided with a telephone handset and this is connected to the Reception's switchboard facility. This allows Reception to forward calls to the Licensee or take messages if/when the Licensee is out of the office. However, it is not normally the Receptionist's role to take messages when the Licensee is available to do so themselves.

This basic telephone service will be included in the rent chargeable other than that outgoing calls are charged in arrears to the Licensee - on a monthly basis.

Whilst prior to 1st January 2016 the Company had permitted Licensees to arrange and use their own telephone facilities this is no longer the case and it is a condition within any new agreements that the Company will provide the telephony service.

9.3.7 Broadband service – the site is broadband enabled in all Company offices. A broadband service is available at a charge – the Company does not permit the installation of individual services.

9.3.8 Wi-fi – free wi-fi is normally available in the key public areas of the business centres.

This is accessed at user's risk and subject to the Company's conditions of use.

9.3.9 Mail/Courier services etc – the Company will receive all incoming mail, will sort the mail and put this into individual (unsecured) mailboxes for the Licensee to collect.

The correct postal address for the business centre is shown within **Appendix A** to this document.

9.3.10 Parking (including designated disabled parking) - subject to availability and for use while working at the centre, free parking is available on a strictly "first come, first served" basis. Parking space is not guaranteed.

Parking of vehicles is at Owners'/Drivers' risk. The Company accepts no liability for any damage or losses that may arise.

9.3.11 Security/alarms – out of hours the main premises are alarmed and each rented area has appropriate security arrangements - which will be confirmed to Licensees.

For some offices a unique code applies, for others office security is key activated.

9.3.12 24 hour access - Licensees have the facility to gain access to their own licensed area(s) by virtue of a 24 hour access protocol The applicable protocol will be defined within **Appendix A** of this document.

Use of this access facility requires that any failure by a Licensee to follow the prescribed access/egress protocols resulting in the Company incurring any staff or third party call out cost(s) will be fully charged to the Licensee.

9.3.13 CCTV - there are limited CCTV facilities. By their occupancy Licensees accept and agree that the images of themselves, their visitors and vehicles using the car park may be captured, retained and used by the Company.

9.3.14 Insurances – the Company will hold the premises insured and will hold other insurances to protect the Company’s interests.

The Company does not accept any responsibility for the Licensee’s property or activities and insurance for all aspects of the Licensee’s business rests solely with them.

For the avoidance of doubt the Company shall not be liable to the Licensee for any loss – including loss of business – which may arise from it proving necessary for the Licensee to cease trading in the event of some major catastrophe (such as a fire).

9.3.15 Office/workshop electricity – unless otherwise set out within the occupancy agreement reasonable use of electricity for normal operations/office functions is included in the rent as defined in the agreement.

The Company reserves the right to monitor appliance types and numbers and to monitor consumption – if need be with the use of temporary metering. If use proves to be excessive then the arrangements between the Company and the Licensee would be subject to renegotiation.

The charging of electric vehicles is not classed as within reasonable use and the Company reserves the right to charge £5 per vehicle per charge until such time as charging points are installed which must then be utilised for the charging of vehicles.

Mining for crypto currencies such as bitcoin is a prohibited activity and therefore not permitted.

9.3.16 Lift – a lift is available within the business centre. The lift must not be used out of normal business hours. Further details relating to the availability and use of the lift are set out in **Appendix A**.

9.4 Facilities/services which are chargeable as taken

9.4.1 Workshop electricity/gas (or office electricity where charging is provided for in the occupancy agreement) – will be charged to the Licensee at the rate charged to the Company. No premium will be applied nor will the Licensee be required to bear any standing charge or levies.

9.4.2 Photocopying and faxing – will be charged according to the current schedule of rates (available from Reception upon request).

Licensees are requested to ask senders of faxes to clearly identify the intended recipient's business name (the Licensee).

9.4.3 Telephony/broadband – refer 9.3.6 and 9.3.7 above. Outgoing calls always chargeable

9.4.4 Private meeting room – a private meeting room is available. This must be booked in advance and is offered on a strictly "first come, first served" basis. The current rates payable may be obtained from Reception.

9.4.5 Reception display board (names of occupiers) – at the commencement of the occupancy agreement the Licensee's name will be added to the list of centre occupiers display board in Reception. There will be an automatic modest initial one off charge made for this – which will be refunded after 6 months' rent has been paid.

Any subsequent changes needed or requested by the Licensee will be recharged to them.

10.0 Virtual Office (VO) facility

The Company will provide a simple "Virtual Office" (VO) facility whereby it will receive and hold unopened any mail or delivered packages for VO agreement holders.

The Company is properly registered under the Money Laundering Regulations.

The Company, as a compliance requirement, must obtain proper references and company details for any business/individual signing up to this VO service.

A current point of contact must always be available to the Company.

In the event of any cessation of payment or any unreasonable build-up of items due to non-collection the Company reserves the right to dispose of such items (having given the VO Licensee reasonable opportunity to collect). In the event of any such disposal the Company is not responsible for any loss incurred by the VO agreement holder as a consequence.

11.0 Small Business Rates Relief (SBRR) arrangements

In defined circumstances it may be possible for the Company and the Licensee to cooperate and thereby secure Small Business Rate Relief. When this is achieved the Company will pass on a percentage, as defined within the license agreements, of the relief obtained to the Licensee by way of a reduction in the rent payable by the Licensee.

This local authority arrangement may cease at any time in which case the Company will revert immediately to charging the Licensee the full rent as set out in the occupancy agreement.

12.0 Deposits/Payments/VAT

12.1 Deposit(s)

The Company will hold a deposit in respect of each area occupied by the Licensee (this normally equal to one month of full, undiscounted, license fee without any value added tax).

In normal circumstances, with proper notice to quit given by the Licensee, the Licensee's deposit becomes returnable in full without any deductions.

In the event of any default of any payment or any required rectification work (beyond normal wear and tear) or for any other valid reason covered by the occupancy agreement the Company shall be entitled to withhold the sum owing or the cost of any rectification from any deposit that would otherwise be returned at termination. For the avoidance of doubt the Company will withhold any dues in respect of a given Licensee from the aggregated deposits sum held in respect of that Licensee.

Any adjustment to the number of units rented or changes to the units rented which results in a higher or lower rent payable will result in an adjustment to the deposit held.

12.2 Payment(s)

The appropriate deposit sum(s) must be paid – and payment cleared – before the Licensee is given any keys or granted the right to make any advance preparations ahead of the commencement of occupation under their occupancy agreement.

The monthly occupancy fee "the license fee" must be paid on or before 1st of the month (i.e. in advance). Payment will be by standing order.

12.3 VAT

The Company will apply VAT at the appropriate rate prevailing to any invoiced charges (the standard rate at the date of this document being 20%).

13.0 Keys/alarms & locking up

The alarm arrangements in respect of individual rented areas (where applicable) and the alarm arrangements main premises will be explained to potential occupiers and to new occupiers as part of their induction to the premises when occupancy commences.

One set of key(s) and any required fob(s) will be provided once the deposit payment has cleared and occupancy is set to commence. These remain the property of the Company and must be surrendered upon termination of the occupancy arrangement.

No copies of keys may be taken. Non-compliance with this requirement will be classed as a breach of the terms of the licence. If the Licensee requires additional keys/fobs then these will be provided by the Company at additional cost. These keys/fobs remain the Company's property and must also be surrendered upon termination of the occupancy arrangement.

The Licensee must advise the Company immediately in the event of the loss of any key or fob - to facilitate ensuring the business centre's security. Any lost keys will be replaced on the same terms as set out in the preceding paragraph.

It is the responsibility of the Licensee to ensure their premises are properly secured before leaving the centre – and, when applicable, for ensuring that the site main gate is also secured.

Keys/fobs issued will have to be signed for and usually a deposit lodged. This will usually be achieved by inclusion on the inventory form (refer 9.0) but may be separately documented.

14.0 General matters

14.1 Induction by Licensees - it is a requirement of occupancy that Licensees carry out a full induction to the centre and its facilities for all staff, visitors, or other persons (including any contractors).

14.2 Checking in/out – it is required that all visitors to the business centre report to Reception and sign the visitor's book.

Reception will contact the Licensee who will be responsible for

collecting the visitor and taking responsibility for them during their visit.

Visitors are required to sign out of the visitor's book when they leave.

- 14.3 Permitted activity/activities – the premises will only be used by a Licensee for the activity/activities defined within the occupancy agreement. Any variation, whether temporary or permanent, is only permitted if authorised in writing by the Company.
- 14.4 Right to privacy – once a Licensee has formally commenced occupancy no other person, with the exception of the Company's staff (or any bona-fide third party accompanied by a Company staff member) will normally be entitled to enter the Licensee's premises except at the Licensee's invitation.
- 14.5 Delivery of goods – delivery of goods should only be arranged by a Licensee when there is someone available to accept immediately delivery. In the event that the Licensee is not present the Company reserve the right to refuse delivery of the goods.
- 14.6 Alteration(s)/fixtures & fittings – the Licensee may not make any alteration of any kind to the premises or in respect of any any utility service unless the written authority of the Company has been obtained (prior to commencement).

Fixture and/or fittings (with the exception of minor/small items such as pictures, notice boards, planners and similar) must not be attached without the Company's permission and any unauthorised fixtures/fittings may be removed by the Company, without notice.

Upon vacation of the premises it is a requirement that the premises are returned to their original condition – unless the Company, in writing, explicitly agree otherwise.

Unless otherwise agreed, any failure to return the premises to their original condition – as they prior to any agreed alteration – will result in the Company undertaking the necessary rectification work and this will be charged to the Licensee.

- 14.7 Windows (securing) - Licensees must ensure all windows in their area(s) are properly closed and secured prior to departure.

Failure to comply will jeopardise building security. It may cause activation of the intruder alarm system. Any cost incurred by the Company arising from failure to secure any window(s) will result in that cost being reclaimed from the Licensee.

- 14.8 Signage/advertisements - Licensees are not permitted to erect any advertisements or signs within the business centre unless with the Company's written permission.

14.9 TV & other licence requirements – it is entirely the Licensee’s responsibility to ensure that they are in compliance with any licencing requirement in respect of the area(s) they rent. This includes (but is not limited to): the requirement for a TV licence, proper registration with the appropriate bodies governing the playing of radios/music devices in the workplace.

It is the Licensee’s responsibility to identify and comply with such requirements. The Company cannot give any guidance to Licensees.

14.10 Animals – no animals are allowed within the business centre except assistance dogs unless the Company’s explicit authority has been obtained. The Company’s decision is absolute in this matter.

Any damage or any cleaning additional to the norm resulting from the presence of any animal will be recharged to the Licensee.

14.11 Damage to premises – the Licensee is responsible for ensuring any damage to the rented premises, fixtures or fittings are reported to Reception immediately. Any damage caused by the Licensee’s actions or negligence to the rented premises (or actions in relation to any common areas) will be charged to the Licensee.

14.12 Insurances (Licensee) – the Licensee must hold adequate Public and Employee Liability Insurance and the Company may require sight of this (and any subsequent renewal arrangements).

Given that the Company has no responsibility for insuring any aspect of the Licensee’s business it is recommended the Licensee ensures adequate cover exists appropriate to all identified business risks.

14.13 Sub-letting – under no circumstances may the Licensee sub-let their area(s) (nor allow any third party to operate in their areas without the Company’s written authority).

15.0 Housekeeping

15.1 Tidiness/cleanliness – the Licensee is responsible for keeping their own premises in a clean and tidy condition at all times.

15.2 Rubbish removal – the Licensee is responsible for the removal of rubbish from the premises they occupy. They may dispose of waste to the skips/facilities provided on site but must do so in a responsible way and in particular ensure that any waste segregation (recyclable materials etc.) is observed.

Skip arrangements for this centre are noted in **Appendix A**.

15.3 Cleaning of vehicles – under no circumstances can any road vehicle be washed within the business centre site.

16.0 Health and safety matters

- 16.1 Health and Safety Policy – the Health and Safety Policy of the Company is the same as that of the parent charity.
Refer **Appendix B**.
- 16.2 Statutory Authority/HSE – the Company will inform the relevant Statutory Authority which is responsible for Health and Safety locally of the Licensee's presence in the business centre.
- 16.3 Licensee's Responsibility (general) – the Licensee is entirely responsible for compliance with Health and Safety at Work legislation for the safe performance of their business activity within their own premises as rented from the Company – and also for the actions of their employees and their visitors whilst they are in any common areas of the business centre.

Particular care needs to be exercised in the event of any out of hours working by the Licensee when Reception/others are not present on site.

- 16.4 Smoking – in keeping with the law (with any smoking on business premises a criminal offence) and the Company's long-standing policy smoking is prohibited inside the building or generally within the site boundaries. The site smoking requirement for your centre is stated within **Appendix A**.

This restriction applies to all persons on site at all times.

- 16.5 Hazardous materials/naked flames – no material of a combustible, inflammable, hazardous or otherwise dangerous nature may be brought to or stored on site (unless this has been specifically prior approved by the Company – such permission normally withheld).

There shall be no naked flames at all in the Licensees premises (this including any form of candle or burner).

- 16.6 Defective equipment – it is required that the Licensee reports immediately any defective item which has been supplied by the Company.

The Licensee must immediately cease using any defective equipment of their own which could pose any sort of hazard.

- 16.7 Safe electrical practice – Licensees have a duty to ensure electrical equipment is positioned so that cables are not a trip hazard.

There must be no overloading of sockets by the excessive or inappropriate use of multi gang/extension leads.

So far as is practicable appliances should be turned off overnight and during the day when not needed.

The fitting of electrical plugs, cable connections and electrical equipment repairs should only be undertaken by a competent/qualified person.

Portable appliances should be tested at least biennially by a competent/qualified person ("PAT testing"). For industrial equipment the certification will be effected in compliance with any guidelines from the Health and Safety Executive. If the Company have not motivated the work then the Company will require documentary evidence of compliance. The cost of this testing is the responsibility of the Licensee.

17.0 Fire matters

A separate document containing the Fire Risk Assessment is provided to all Licensees at the commencement of their occupancy (and as and when amended).

17.1 Evacuation/dealing with a fire

In the event of a general alarm sounding, everyone must leave the business centre by the nearest emergency exit and move to the properly signed assembly point(s) – as defined within **Appendix A**. Everyone must remain there until they are advised that it is safe to return.

It is essential that all Licensees recognise their responsibility to safely evacuate their staff and any visitors from the building in the event of a fire or the sounding of the fire alarm.

Following evacuation from the building to the specified assembly point each Licensee must check and report the safe evacuation from the building of all persons relating to their own area(s) of the premises. The information must be promptly advised to the Company's Fire Coordinator (who will be wearing a high visibility vest).

If any Licensee experiences a fire within their area(s) they must raise the alarm immediately and advise the Company's staff who will coordinate evacuation.

The Company's Fire Coordinator will determine what action, if any, can be taken to contain or eliminate the fire.

17.2 Fire equipment/fire doors

Fire extinguishers are provided within the premises at clearly marked points. All fire-fighting equipment is subject to regular checks by specialist contractors.

The fire extinguishers must not be moved from their proper locations

(for instance they must never be used as door stops under any circumstances).

Marked fire doors must be kept closed at all times and must not be chocked or propped open.

17.3 Fire Alarm Bell Test/Fire Drills

There is a weekly fire alarm bell test. **Appendix A** sets out the day/timing of the planned tests.

The Company will usually conduct fire drills twice yearly. Such drills will be performed without prior notice being given.

17.4 Failure to comply with requirements

Failure to fully comply with the fire regulations for the business centre or any other Health and Safety requirement may result in the Company giving notice to terminate the Licensee's agreement to occupy.

18.0 Termination matters

18.1 Deposits – refer 12.1 above

18.2 Licensee's property – upon termination of the occupancy agreement all property belonging to the Licensee and their employees must be removed from the premises before or on the last day of the occupancy agreement term, in normal business hours (weekday 9.00 until 5.00), unless other arrangements or extension have been explicitly agreed by the Company.

In the event that property which is the responsibility of the Licensee (including their employees' property) is not removed at the end of the occupancy agreement term - or within any extension of term agreed – this will result in one or more of the following actions (without regard to the nature or value of the abandoned property):

- the property will be disposed of by whatever means the Company deems appropriate.
- in the event of larger items the Company may invoice for additional rental (which action does not exclude eventual disposal if the items remain unclaimed).
- in the event that any disposal incurs cost for the Company then that cost will be invoiced to the Licensee.
- in the event the Company effects any disposal by way of a sale it is not incumbent upon the Company to get the full worth. The Company will set or agree whatever price is such that will see the disposal effected and some value realised.

- in the event of any disposal by sale, regardless of amount realised, the Licensees agrees that these monies are to be applied to clear amounts owing to the Company (if any) or otherwise retained for the benefit of the Company or passed across to any charity it chooses to nominate.

- if after disposal(s) monies are owed by the Licensee, the invoiced sums are due for immediate payment. Any such sum(s) would be deducted from any deposit that may be due to be returned with the remaining balance, if any, due immediately.

19.0 The right to vary this document

The Company reserves the right to revise any matter set out within this document – acting reasonably. In the event that the Licensee cannot accept any change(s) – which would be advised in writing and this document updated accordingly) – then the Company or the Licensee may exercise their right to terminate the agreement with notice.