

Terms and Conditions of Make Space Etc Ltd

1. In these terms and conditions, the following words have the following meanings:-

Access Hours	the hours we permit access to the Unit
This Agreement	these terms and conditions and the information set out on the attached agreement
Commencement Date	the date specified on the attached agreement
Deposit	the amount specified on the attached agreement
Due Date	the date specified on the attached agreement and the corresponding date in each period specified overleaf or the previous business day if the Due Date falls on a Saturday, Sunday or public holiday.
The Contents	anything you use and keep in the Unit at any time during this Agreement
Our Fees	the amount specified on the attached agreement which does not include VAT, which shall also be paid by you where it is or becomes applicable.
Pre-Letting Notice	a notice explaining the implications of the Site being located adjacent to railway operational land
Prompt Payment	In respect of payment of each and every sum due under this Agreement, payment on the Due Date or within two working days afterwards, and in respect of any sum being due under any other agreement between You and us, payment within seven days of that sum being demanded in writing
Regulations	the regulations set out in Appendix 2 of the Superior Lease which are also attached to the Pre-Letting Notice
Site	the premises on which the Unit is situated
Superior Landlords	means (a) Network Rail Infrastructure Limited and (b) The Arch Company Properties Limited acting as general partner of the Arch Company Properties L.P. or either of their successors in title to the property of which the Site forms part
Superior Lease	the lease under which We are permitted to occupy the Site which includes the Unit
Term	from and including the Commencement Date and ending on 24 September 2023
Termination Date	the date specified or the date of termination of this Agreement in accordance with Conditions – 23 to 26 (inclusive)
Unit	the room or space specified on the agreement or any alternative room or space we may specify under Condition 10
We, us,, our	the site manager named on the agreement
You, your	the customer named on the agreement

1. So long as Our Fees are paid up to date, we let the Unit to you for the duration of the Term for use as a studio or office during the Access Hours in accordance with the terms of this agreement. No access to the Unit will be permitted for any other purposes or outside Access Hours. We will try to provide advance warning of changes in Access Hours by notices on Site, but we reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.
2. Only You and persons authorised in writing or accompanied by You will be allowed to have access to the Unit. Any such person is your agent for whose actions You are responsible and liable to us and to other users of units on the Site. You may withdraw any authorisation at any time but the withdrawal will not be effective until we receive it in writing. We may ask for proof of identity from You or any other person at any time (although we are not obliged by this Agreement or otherwise to do so) and we may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or your agents access at any time if we consider in our sole discretion that the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents will be put at risk.
 - 2.1. You may share occupation of your Unit with occupiers approved by us. If you opt to share your studio this will incur additional fees. These fees will be as per the agreement. All shares must be authorized by us and you must complete the forms and notify us prior to making any arrangement with a third party. The third party must agree to these terms and conditions and you must procure their occupation does not create any form of legal tenancy of the Unit. You will be responsible for any costs of procuring vacant possession from any sharing party.
3. You are responsible for securing the Unit and You must ensure that the Unit is locked so as to be secure from unauthorised entry at all times when You are not in the Unit. We will not be responsible for locking any unlocked units. You should not leave your key with or permit access to your Unit to any person other than your own agent who is responsible to You and subject to

your control and if You do so, You do so at your own risk whether or not any such person is our employee or agent. We do not accept any liability for any person including our employee or agent holding your key and having access to your Unit and any such person acts as your agent only.

4. You will permit us and our agents and contractors to enter the Unit and if necessary we may break the lock to gain entry:-
 - 4.1. if we give You not less than seven days' notice so that we may inspect the Unit or carry out repairs, maintenance and alterations to it or any other unit or part of the Site and for the purpose of Network Rail Infrastructure Limited carrying out any works to railway infrastructure (in relation to which notice shall not be required in the case of an emergency);
 - 4.2. at any time without notifying You:-
 - 4.2.1. if we reasonably believe that the Unit contains any items described in Condition 7 or is being used in breach of Condition 8 or such entry is effected incidental to the exercise of our powers pursuant to Condition 16;
 - 4.2.2. if we are required to do so by the Superior Landlords (or any party acting on behalf of the Superior Landlords), the Police, Fire Services, Local Authority or by a Court Order.
 - 4.2.3. for any purpose including that in Condition 4.1, if we believe it is necessary in an emergency;
 - 4.2.4. to obtain access in accordance with Conditions 10 and 16;
 - 4.2.5. to prevent injury or damage to persons or property; or
 - 4.2.6. for the purpose of ascertaining whether the Unit contains any items described in Condition 7 or if we reasonably consider that such entry is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property.
5. You warrant that throughout this Agreement, the Contents in the Unit from time to time are your own property or that the person who owns or has an interest in them has given You irrevocable authority to store the contents in the Unit on the terms and conditions in this Agreement and that You act as a duly authorised agent of any such person. You indemnify us against any loss or damage suffered by us for breach of this warranty including against any loss, damage or expenses incurred by us (including any reasonably incurred legal fees) arising from any step or action taken by any person who owns or has an interest in the contents.
6. We reserve the right to refuse to permit You to store any contents or require You to collect any contents from the Unit if in our opinion the safety of any person on the Site, or the security of the Unit or its contents, or other units or their contents would be put at risk by the storage or continued storage of any such contents.
7. You must not store (and You must not allow any other person to store) any of the following in the Unit:
 - 7.1. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
 - 7.2. birds, fish, animals or any other living creatures;
 - 7.3. firearms, explosives, weapons or ammunition;
 - 7.4. chemicals, radioactive materials, biological agents;
 - 7.5. toxic waste, asbestos or other materials of a potentially dangerous nature;
 - 7.6. any item which emits any fumes, smell or odour;
 - 7.7. any illegal substances, illegal items or goods illegally obtained;
 - 7.8. acetylene cylinders must NOT be used or kept on the site
 - 7.9. Propane heaters must NOT be used or kept on the site
8. You must not (and You must not allow any other person to):-
 - 8.1. use the Unit or do anything on the Site which may be a nuisance to us or the users of any other unit or any person on the Site or which could adversely affect the efficiency safety or operation of the railway;
 - 8.2. do anything on the Site or in the Unit which may invalidate any of our insurance policies or those of other unit users or increase the premiums payable on them;
 - 8.3. use the Unit as living accommodation for receiving mail. We are able to offer a postal address service, but this must be arranged;
 - 8.4. spray paint or do any mechanical work of any kind in the Unit unless permitted in writing by us;
 - 8.5. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit unless permitted in writing by us;
 - 8.6. allow any liquid, substance, smell or odour to escape from the Unit or any noise to be audible or vibration to be felt outside the Unit
 - 8.7. Cause any damage to the Unit or any other unit or the Site or its facilities or to the property of us or any other unit users or other persons on the Site and if You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation;
 - 8.8. leave anything in or cause any obstruction or undue hindrance in any

- passageway, stairway, service area or other part of the Site and You must at all times exercise courtesy to others and reasonable care for your own safety and that of others in using these areas;
- 8.9. connect or provide any utilities or services to the Unit unless authorised in advance in writing by us;
 - 8.10. do anything to put us in breach of the Superior Lease.
9. You must (and You shall procure that your agents must):
 - 9.1. Use reasonable care when on the Site or in the Unit and take all reasonable care in respect of the Unit, the Site, and the property of us or any other unit users or other persons on the Site;
 - 9.2. Inform us immediately of any damage or defect to the Unit;
 - 9.3. Comply with the Regulations and the reasonable directions of any of our employees, agents and contractors at the Site and any further regulations for the use safety and security of the Unit and the Site which we may issue from time to time.
 - 9.4. Participate in the Open Studios event each year (if there is one per year, this participation by all is mandatory, if there are two per year at least one is mandatory). You must assist in the organization and marketing of the event.
 - 9.5. Provide 3x high resolution images and a 100 word artists bio for use on the website and in Make Space Studios publications/promotional material
 - 9.6. Complete and return a fire risk assessment form to management
 - 9.7. Respect the house rules (provided in a separate document) at all times. These may be modified or updated at anytime and you will receive notification via email.
 10. We may at any time by giving You seven days' written notice require You to remove the Goods from the Unit to another unit specified by us which shall not be smaller than the current Unit
 - 10.1. We agree to pay your reasonable costs of removal which have been approved in writing by us in advance of the removal.
 - 10.2. If You do not arrange the removal of Goods to the alternative unit by the date specified in our notice, we and our agents/contractors may enter the Unit and in doing so, will act as your agent and the removal will be at your risk (except for loss or damage caused wilfully or negligently by us and our agents and contractors, subject to the aggregate limit of our liability contained in Condition 18).
 - 10.3. If the Goods are moved to an alternative unit, this Agreement will be varied by the substitution of the alternative unit number but shall otherwise continue in full force and effect and Our Fees at the rate set out on the agreement will continue to apply to your use of the alternative unit.
 - 10.4. We may inspect the unit at any time to ensure heaters are not left on.
 11. You must pay us Our Fees for the minimum period of studio hire on signature of this Agreement and thereafter must pay Our Fees on the Due Date.
 12. We may alter Our Fees at any time by giving You written notice and the new Fees shall take effect on the first Due Date occurring not less than four weeks after the date of our notice.
 13. If You do not pay Our Fees on the Due Date, You must pay us an administrative charge for late payment of £40.
 14. Additionally, You must pay us interest on all amounts overdue for payment from You at the rate of 5% above the base rate of NatWest Bank PLC, calculated from the date when payment becomes due up to and including the date of actual payment including all accrued interest, whether before or after judgment, and whether or not we exercise the right of sale under this Agreement.
 15. You must pay us the Deposit on your signature of this Agreement. The Deposit will be returned to You (without interest) after this Agreement terminates less any amount we may in our sole discretion deduct to cover:-
 - 15.1. any breach of Condition 8.7;
 - 15.2. any of our Fees which have not been paid or any unpaid removal or other charges; or
 - 15.3. any other obligation to us that You have not performed.
 16. The Prompt Payment of each and every sum (including interest) whether invoiced or not, owing from You to us from time to time under this Agreement or any other agreement between You and us (in this Condition, called "Your Debt") is of the essence of this Agreement
 - 16.1. The terms of this Condition are additional to and without prejudice to all or any rights we may have at common law or otherwise.
 - 16.2. In default of Prompt Payment of Your Debt,
 - 16.2.1. We are relieved of any duty howsoever arising in respect to the contents of the unit; and
 - 16.2.2. the contents are kept solely at Your risk and we shall be able to immediately exercise the lien described below.
 - 16.3. We have a lien over the contents for Your Debt until payment of Your Debt in full has been received by us in cash or, if by cheque, until the cheque has been paid by your bank and after this lien becomes exercisable by us, the following Conditions shall apply.
 - 16.4. You shall pay us fees and charges at the same rates as under this Agreement and if this Agreement has been terminated, the relevant rate at which such fees and charges will be payable by You will be the rate which was payable immediately prior to termination; and
 - 16.5. In default of Prompt Payment of Your Debt, You authorise us;
 - 16.5.1. to refuse You and your agents access to the Unit and the Site;
 - 16.5.2. to enter the Unit and inspect and remove the contents to another unit or Site;
 - 16.5.3. to hold onto and/or ultimately dispose of some or all of the contents, if after 30 days the fee remains outstanding. The property will be treated as abandoned and sold, dispose of or destroyed as we see fit. The proceeds of any sale may be used by us for payment of any penalties and/or Licence Fee in respect of removal and sale.
 - 16.6. In the event that Your Debt is not paid promptly or You fail to collect your possessions after we have required You to collect them or upon expiry or termination of this Agreement, we may, subject to Condition 16.8, sell the content of your unit and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by us in the sale and removal, and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue to You on the balance.
 - 16.7. If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by us and Your Debt, You must pay any balance outstanding to us within seven days of a written demand from us which will set out the balance remaining due to us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made.
 - 16.8. Before we sell the contents of the unit, we will give You notice in writing by registered or recorded delivery post at your address overleaf or any address in England and Wales notified by You to us in writing prior to our notice, specifying any particulars that we have of the contents of the unit, the amount of Your Debt at the date of the notice (and, in our sole discretion, specifying any amount by which Your Debt is increasing after the date of that notice) and directing You to pay and that in default of payment within 14 days after the date of the notice, we will sell the contents, We do not agree to give You any further notice of any intended sale.
 - 16.9. We will sell the contents by the best method(s) reasonably available to achieve the best selling price reasonably obtainable in the open market, taking into account the costs of sale.
 - 16.10. If the contents cannot reasonably and economically be sold (for any reason whatsoever), or they remain unsold despite our efforts, You authorise us to treat them as abandoned by You and to destroy or otherwise dispose of them at your cost
 17. In the event that You do not pay any Fees or charge, the contents are left in the Unit at your sole risk. We exclude any liability in respect of the contents when payment of Our Fees or charges is overdue and exclude any duty of care howsoever arising.
 18. We do not insure the contents of your Unit
 - 18.1. Storage of all contents in the Unit is at your sole risk.
 - 18.2. We exclude all liability in respect of loss or damage relating to Your business, if any, including consequential loss, lost profits or business interruption, and all liability in respect of loss or damage to the contents caused by Normal Perils, including as a result of negligence by us, our agents and/or employees above the sum of £50 which we consider to be the normal excess on a standard household insurance policy whether or not that policy would cover the Goods
 - 18.3. Normal Perils in this Condition mean loss of or damage to belongings caused by fire, lightning, explosion, earthquake, aircraft, storm, flood, bursting and/or leaking pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion, malicious damage, and impact by vehicles.
 19. We do not exclude liability for physical injury to or the death of any person and which is a direct result of our negligence or wilful default or that of our agents and/or employees.
 20. You will indemnify us against all claims, demands, liabilities, damages, costs and expenses incurred by us or by any of our servants, agents or other unit users or persons on the Site which arise out of the use of the Unit or the Site by You or any of your servants, agents or invitees or arise out of the breach of this Agreement by You.
 21. In the event of circumstances which are outside our reasonable control and their consequences, we do not agree and are not obliged by this Agreement to maintain the safety or security of the contents, the Unit or the Site in order to keep the contents free from damage or loss. Neither You nor we shall have any liability under or be deemed to be in breach of this Agreement for any delay or failure in performance of this Agreement which results from

- circumstances beyond the reasonable control of that party. Such circumstances include any Act of God, riot, strike or lock-out trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, shortage of labour, materials or transport, electrical power failures, threat of or actual terrorism or environmental or health emergency or hazard, or entry into any unit including the Unit or the Site by, or arrest or seizure or confiscation of Goods by competent authorities.
22. This Agreement shall expire on the Termination Date or as described in Conditions 23, 24 or 25.
23. We may terminate this Agreement on the date on which the Superior Lease is brought to an end which shall be the Termination Date and We shall give You as much notice of this as is reasonable practicable.
24. Either You or we may terminate this Agreement:~
- 24.1. By giving not less than thirty days' written notice to the other ending on any Due Date and termination will take effect from that Due Date, which shall be the Termination Date;
- 24.2. At any time if required to do so by the Superior Landlords (as permitted under the Superior Lease) as the Unit is required for the purpose of carrying out urgent works required to the railway and the date referred to in any termination notice shall be the Termination Date;
25. We may end this Agreement by re-entering the Unit, or part of it, if:
- 25.1. Any of Our Fees or other charges due to us under this Agreement are not paid when due;
- 25.2. You commit a serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 15 days after service of a notice to do so, to remedy the breach; or
- 25.3. You become insolvent meaning where You (as an individual) become bankrupt or (as a company) enter into administration or liquidation, and the date we re-enter the Unit shall be the Termination Date.
26. Immediately on the Termination Date, You must remove all goods from the Unit and leave the Unit clean and tidy and in the same condition as at the Commencement Date. If You do not do so, You shall pay our costs of cleaning the Unit or disposing of any goods or rubbish left in the Unit or on the Site. In default of Prompt Payment of our Fees and any payments due to us under this Agreement, we are relieved of any duty howsoever arising in respect of the Unit Contents and they are held solely at your risk. We may treat Contents remaining in the Unit after the Termination Date as abandoned and may dispose of them in accordance with Condition 16.6 and 16.8.
27. Where this Agreement has terminated and You have paid more of Our Fees and charges than are due at the Termination Date, we will refund the balance to You after deduction of any payments due to us as if the balance were a Deposit under Condition 15. No interest will accrue on any money held by us for You. Where any payments are still outstanding from You, You must pay us in full including any outstanding interest.
28. Any delay by us in exercising any of our rights under this Agreement will not affect our rights or be a waiver of those rights, nor will any partial exercise of any right exclude a further exercise of that right
29. Every provision in this Agreement is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected in any way.
30. This Agreement can only be varied in writing and signed by one of our directors. None of our other employees or agents' has any authority to vary this Agreement on our behalf whether orally or in writing or to make any representation of fact that is or may be inconsistent with the terms of this Agreement.
31. You may not assign any of your rights under this Agreement, underlet or part with possession or share possession of the Unit to any other person, firm or company (except as permitted under condition 2.1) and a breach of this Condition is a serious breach under Condition 25.2.
32. Subject to Condition 33, You agree that it is not the intent of this Agreement to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement
33. The Superior Landlords will be entitled to enforce your obligations in this Agreement pursuant to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and/or pursuant to section 56 of the Law of Property Act 1925 provided that if the Contracts (Rights of Third Parties) Act 1999 (or any replacement of it) ceases to be of effect the Superior Landlords shall thereafter be entitled to require that You enter into a deed of covenant with the Superior Landlords to comply with the terms of this Agreement
34. This Agreement shall be governed by English law and You and we submit to the exclusive jurisdiction of the English courts.
35. This Agreement shall not create a tenancy.
36. Where You are two or more persons your Obligations under this Agreement shall be obligations of each of you separately.
37. Any notice given under this Agreement must be in writing and may be served by personal delivery to the person notified or its address or by pre-paid post. Your address for service of notices shall be your address written overleaf or any other address in England which You have previously notified to us in writing. Any notice to You will also be sent to any owner (whether sole, joint, or co-owners) the name and address of whom we have been previously notified by You. Any notice to us must be sent to our address set out overleaf. A notice will be served at the time of personal delivery or forty-eight hours after it has been placed in the post.
38. Before taking any court proceedings for anything arising out of this Agreement (apart from emergency court proceedings), the complaining party shall inform the other person in writing of the dispute in as much detail as possible and You and we agree to try informal conciliation within twenty business days of the notice of the dispute. If the dispute cannot be resolved, You and we agree to use the Centre for Alternative Dispute Solution to try to resolve the dispute amicably by using an Alternative Dispute Resolution procedure before taking any other step. If the dispute is not resolved to mutual satisfaction within 90 days after notice of the dispute has been given, You or we may submit the dispute to the Court. This Condition does not affect the right of either You or us to terminate this Agreement.
39. You acknowledge that before entering into this Agreement you have received a copy of the Pre-Letting Notice.
40. You acknowledge and agree that Superior Landlords benefit from and may exercise the rights summarised in the Pre-Letting Notice.
41. We and You agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 ("the Act") shall be excluded in relation to this Agreement. Prior to the date of this Agreement We have served on You a notice as required by section 38A(3)(a) of the Act and which applies to this Agreement. You or a person duly authorised to do so on your behalf made a declaration as required by section 38A(3)(b) of the Act. This Agreement has not been entered into pursuant to any earlier written agreement between You and us.

I have read and understand the Terms and Conditions of the tenancy agreement.

Signed (the undertenant)

Print name:

Date: 1/1/22

