

DATED 30th August, 2018

- (1) ALAN J SAITCH and AVRIL J SAITCH
(Trading as VICKERS BUSINESS CENTRE)

- (2) CERTO SOFTWARE LTD

**TENANCY AT WILL
In respect of
No. 11 (G8A) Vickers House
Priestley Road, Basingstoke, Hampshire. RG24 9NP**

TENANCY AT WILL made the 30th day of August, 2018

1. PARTICULARS

1.1 the Landlord ALAN J SAITCH and AVRIL J SAITCH
trading as VICKERS BUSINESS CENTRE at
Unit 1, Vickers Business Centre, Priestley
Road, Basingstoke

1.2 the Tenant CERTO SOFTWARE LTD

1.3 the Premises All those premises situate and known as
No.11 (G8A), Vickers House, Priestley Road,
Basingstoke as the same are shown for
identification purposes only edged red on the
plan annexed hereto

1.4 the Commencement Date 1st July, 2018 the date of this agreement

the Rent 3 Months Rent Free Period to end of
September, 2018
£10.03 (exclusive of VAT) per day for the 1st
6 months commencing 1st October, 2018
£11.03 (exclusive of VAT) per day from 1st
April, 2019

1.6 the Building Vickers House, Priestley Road, Basingstoke

2 TENANCY AT WILL

2.1 The Landlord lets, and the Tenant takes the Premises on a tenancy at will beginning on and including the Commencement Date.

2.2 The Landlord and Tenant acknowledge that this agreement creates a tenancy at will terminable at any time by either of them (giving one month's notice period). Neither the payment of nor any demand for the Rent nor the fact that the Rent is calculated by reference to a period shall confer upon the Tenant any greater interest in the Premises than that of a tenant at will.

3 TENANT'S OBLIGATIONS

The Tenant agrees:

3.1 To pay the Rent and any Value Added Tax payable thereon in advance without any deduction abatement or set off whatsoever at the time and in the manner aforesaid, on the first day of each month.

3.2 On vacating the Premises to return all keys issued by the landlords managing agent at the start of the tenancy. Should the original keys not be returned, at the end of the tenancy, the cost of new locks / keys will be taken from the Charge Deposit.

3.3 Not to do or knowingly permit or suffer to be done or omit to do anything on the Premises which might make void or voidable any insurance policy affecting the Premises.

3.4 Not to do or knowingly permit or suffer to be done or omit to do anything on the Premises which conflicts with or breaches any statutory requirement and to indemnify the Landlord against any legal liability in respect thereof and to give the Landlord full particulars of any notice affecting the Premises forthwith on receipt.

3.5 On termination of the tenancy created by this agreement the Tenant shall return the Premises to the Landlord with vacant possession and yield up the Premises in a clean and tidy condition and in as good a state of repair as the same are now in (fair wear and tear excepted).

- 3.6 If the Tenant leaves anything in the Premises at the end of this agreement the Landlord may dispose of it as agent for and at the cost of the Tenant.
- 3.7 To permit the Landlord and persons authorised by it at reasonable times upon giving 48 hours prior notice (except in cases of emergency) to enter to inspect the Premises for any purpose in connection with the Landlord's interest in the Building,, and to perform those obligations noted in Clause 4.2 of this agreement.
- 3.8 If the Landlord notifies the Tenant of any breach of this Agreement and the Tenant does not remedy the breach promptly the Landlord may do so and recover the cost from the Tenant save as those agreed in writing between the Landlord and Tenant.
- 3.9 Not to make any alterations or additions to the Premises without the consent of the Landlord in writing, such consent not to be unreasonably withheld or delayed.
- 3.10 Not to carry on any offensive trade from the Premises or do anything on the Premises which is illegal or immoral or a nuisance.
- 3.11 To use the Premises only as offices within Class B1 of the Town and Country Planning Act (Use Classes) Order 1987 PROVIDED that nothing herein shall warrant or imply that such use shall be in accordance with any statutory provisions regulating the development or use of land.
- 3.12 To pay all reasonable and proper expenses reasonably and properly incurred by the Landlord in relation to any default by the Tenant and any notice relating to such default.
- 3.13 Insofar as any of the following are capable at law of being carried out by the Tenant not to assign underlet charge part with or share possession or occupation of the whole or any part of the Premises, without the Landlord's consent, such consent not to be unreasonably withheld or delayed.
- 3.14 To indemnify the Landlord against all liability for injury to persons or damage to the Premises.
- 3.15 To make good any damage to the Premises caused by the Tenant's act or default.
- 3.16 Not to put up a sign or signs advertising the nature of the Tenants occupation save where the Landlord has agreed that signage.

- 3.17 Not to smoke any form of tobacco within any areas of the building or to cause any discomfort or nuisance to other tenants via the passage or transfer of any fumes or smoke into other tenant's suites.
- 3.18 Not to create any form of sound that may cause a disturbance or affect the business of another tenant within the building. This includes radios, multimedia computers and any form of hi-fi equipment.
- 3.19 Not to park any commercial vehicles in the car park adjacent to Priestley Road. All commercial vehicles must be parked in the car park at the rear of the building.
- 3.20 Not to allow any animals or pets access or refuge within any of the building on the Vickers Business Centre site.
- 3.21 To pass on any notices or other correspondence received at the Premises and addressed to the Landlord or relevant to the Landlord's interest in the Building.

4 LANDLORD'S OBLIGATIONS

- 4.1 On the termination of the tenancy created by this agreement the Landlord shall within seven working days, refund any of the Rent received in respect of the period after termination together with the balance then remaining (if any) of the Charge Deposit referred to in Clause 6 below.
- 4.2 To provide the services and pay all charges in connection with electricity supply, heating, common part cleaning, toilet supplies, refuse removal from the site, repairs to the structure of the building and general external site maintenance PROVIDED THAT the Landlord shall not be liable for the failure of any stoppage leakage breakage or failure of any lighting system pipes appliance apparatus or machinery or any temporary or partial breakdown failure or suspension in any of the Landlord's services provided that having been given notice of any such matter the Landlord uses all reasonable endeavours to make good the breakdown failure suspension having been given a reasonable time in which to do so.
- 4.3 To pay all business rates and water rates charged on the Premises.
- 4.4 To allow the Tenant (and its employees and visitors) access to and egress from the Premises over the common parts of the Building and to use the lavatories and washrooms therein.

- 4.5 To allow the Tenant (and its employees and visitors) to use the car park at the Building.

5 TENANT'S ACKNOWLEDGEMENT

The Tenant acknowledges that prior to entering into this Agreement it confirmed that it required a temporary and flexible arrangement and that it has entered into this Agreement for its own benefit. The Tenant confirms that there is no intention to form a periodic or fixed term tenancy and that the occupation of the Premises by the Tenant will be as a tenant at will. In these circumstances the Tenant can elect to vacate at any time and the Tenant can be removed at any time. The Tenant further acknowledges that it has been advised to seek and take independent legal advice and has entered into this Agreement whether it has done so or not.

6 CHARGE DEPOSIT

The Landlord acknowledges receipt of the sum of £402.60 payable by the Tenant prior to occupancy, as a charge deposit ("the Charge Deposit") and in the event that the Tenant fails to comply with its obligations to pay the Rent hereunder the Landlord shall be entitled to draw upon the Charge Deposit to make good any such non-payment without reference to or the consent of the Tenant.

IN WITNESS whereof the parties hereto have duly executed this deed the day and year first before written.

SIGNED by Alan J Saitch : ASaitch

SIGNED by Avril J Saitch : ASaitch

In the presence of:

Witness signature:

SANDAY

Witness name:

STUART SANDAY ANDREW OAT

Witness address:

30 NORWICH LE FAY DRIVE, CHANDLER ROAD, BASINGSTON, HANTS, SO53 4JG

SIGNED for and on Behalf of Certo Software Ltd:

S-Lewis

PRINT NAME: Simon Lewis

RK-Payne

PRINT NAME: Russell Kent-Payne

In the presence of:

Witness signature:

J Radbourne

Witness name:

J. RADBOURNE

Witness address:

1 MORTIMER CLOSE
PHOENIX GREEN
HARTLEY WINTNEY
HOOK. HANTS RG27 8EL