

# Clarendon House Serviced Offices

Phone: +353 (0)1 703 0400

E-Mail: FrontDesk@ClarendonHouse.ie

39-40 Clarendon Street  
Dublin 2, Ireland  
www.ClarendonHouse.ie

This **Licence** is made the \_\_\_\_ day of \_\_\_\_\_ of the year 20\_\_\_\_\_ between:

*Colm Ó Cléirigh t/a Clarendon House Serviced Offices* of 21 Wicklow Street, Dublin 2 (Hereinafter called "The Licensor")

and:

\_\_\_\_\_

(Hereinafter called "The Licensee") of the other part. In the case of all Licensees all principles are required to sign jointly and severally and complete the enclosed Guarantee.

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## *Licence Agreement for Use of Serviced Office Facilities*

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Office Number: \_\_\_\_\_

Licence Fee: € \_\_\_\_\_ monthly

Security Fee : € \_\_\_\_\_

Licensee's PPS number \_\_\_\_\_

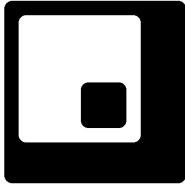
Company registration number \_\_\_\_\_

Licensee's mobile phone number \_\_\_\_\_

Licensee's email address \_\_\_\_\_

Keys:  
Fobs:  
Phones:  
SO:  
Snag list:

Initial \_\_\_\_\_



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## Standing Order

### Details of Account to be Debited

Bank Name & Address:

Account Name:

The name on your bank account

Your bank name and address

IBAN:

BIC:

Originator Narrative:

This shows on your bank statement

Please set up the following standing order and debit my/our account accordingly

### Payee (Beneficiary) Details

Bank & Address:

Account Name: **Westcourt Management Services**

**AIB, RATHGAR**

IBAN: **IE84 AIBK 931071 37434479**

**DUBLIN 6**

BIC: **AIBKIE2D**

Payee Narrative:

### Payment Details

Frequency of Payment:

Monthly

Date & Amount of First Payment:

1<sup>st</sup> day of month year

€ rent

Until Further Notice:

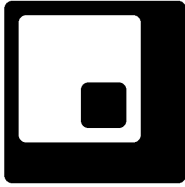
(Payments will be made until you cancel this instruction)

X

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Initial \_\_\_\_\_



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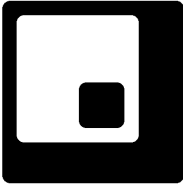
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WHEREBY IT IS AGREED as follows:

1. Subject to the terms contained hereinafter the Licensor HEREBY GRANTS to the Licensee a Licence for OFFICE use only, office(s) No: \_\_\_\_\_ (Number in words: \_\_\_\_\_) at **Clarendon House Serviced Offices, 39-40 Clarendon Street, Dublin 2**. Access is permitted from 6am to 11pm daily.
  - a. Access is permitted to visitors, guests and / or invitees during normal office hours only.
  - b. Outside of normal working hours visitors must be under the control and risk of the Licensee and / or Licensee's staff.
  - c. Outside of normal working hours and by special arrangement only, the Licensee may be permitted to have visitors, guests and / or invitees subject to the provision of a door security person at the point of access to the premises with all associated costs and expenses to be born by the Licensee.
2. The Licence hereby granted is personal to the Licensee who shall not be entitled to share the said office and services with any third party, or grant any rights in respect thereof to any such third party.
3. During the term of the Licence hereby granted, the Licensee shall pay to the Licensor, Licence Fee for the office(s) of €\_\_\_\_\_ Euros (amount in words: \_\_\_\_\_ Euros) per calendar month (together with any Value Added Tax which may be payable or may be applicable in future where the Licensor chooses to exercise their right to charge Value Added Tax in future). This Licence Fee shall be paid on the first day of each calendar month, by bankers standing order.
  - a. During the term of the Licence hereby granted the Licensee shall pay to the Licensor a Licence Fee for n/a number of car parking spaces to the rear of **Clarendon House** being car parking Licence Fee of €n/a Euros (amount in words: n/a Euros) per month (together with any Value Added Tax which may be payable). This Licence Fee shall be paid on the first day of each calendar month, by bankers standing order.
  - b. Parking in a Licenced space is permitted from 7.45am to 7.30pm Monday to Friday. It should be noted that Saturday, Sunday and Bank Holidays shall be expressly excluded.
  - c. If as the result of any legislative enactments, instruments, rules or order or the exercise by the Government of powers vested in it imposing new duties or tariffs or altering existing duties or tariffs the amount of such shall be added to the Licence Fee.
  - d. A Licence Security Fee of €\_\_\_\_\_ Euros (amount in words: \_\_\_\_\_ Euros) is due to be paid on the granting of this Licence agreement, which shall be held for the period of this Agreement. This Deposit to be held by the Licensor as security against, a) failure by the Licensee to pay any charges which may become due by the Licensor, b) against any damages caused to the fixtures, fittings and other property of the Licensor (save normal wear and tear) which may be granted. Should this deposit not be sufficient to cover all monies due to the Licensor, the balance shall be paid by the Licensee on demand.
  - e. The Licensee agrees to observe and perform all the rules and regulations from time to time made by the Licensor for the management of the office accommodation. The Licensee undertakes not to impede in any way the Licensor in its exercise of its rights of possession and control of the above-mentioned suites at **Clarendon House, 39-40 Clarendon Street, Dublin 2** itself. The Licensee agrees to cooperate fully with the Licensor in enabling the Licensor to carry out inspections for cleaning and repairing the said suites (and all other reasonable purposes). Should repairs be necessary, the Licensee undertakes to fully cooperate with the Licensor to enable the said repairs to be effected.
  - f. The Licensee will be required to setup a bankers standing order to assist in the payment of Licence Fee or the like.
  - g. Payments of Licence Fees later than the 1st day of each calendar month, whether demanded or not, shall be subject to a charge equal to the current Central Bank overdraft rate plus 3%, applied to the overdue amount on a daily basis from the due date, subject to a minimum charge of €35 Euros (amount in words: Thirty Five Euros) plus Value Added Tax per month and each month overdue thereafter and / or a 7 [in words: seven] day notice of termination of the Licence.
  - h. Payments of service invoices later than 7 [in words: seven] days from the due date whether demanded or not, shall be subject to an administration charge of €35 Euros (amount in words: Thirty Five Euros) plus Value Added Tax per month and / or a 7 [in words: seven] day notice of termination of the Licence.
  - i. The Licensee undertakes not to make any alterations or additions whatsoever to the said office suites without prior written permission from the Licensor.
  - j. It is further agreed that in the event that the Licensee instals a direct telephone communication line without prior consent of the Licensor that there shall be an additional Licence Fee charge of €35 Euros (amount in words: Thirty Five Euros) plus Value Added Tax per month per telephone line installed and that the Licensee shall be responsible for all costs and charges in connection with the installation and removal of the telephone communication line. This shall be paid in addition to the agreed Licence Fee.
  - k. That if the Licence hereby created should continue beyond the date hereinafter stipulated and in the absence of a new Agreement, that it be deemed to be a Licence determinable by 28 [in words: twenty eight] days notice in writing by either party.
  - l. That the Licensee shall be responsible for all costs and charges in connection with any waste over and above reasonable office waste including but not limited to corrugated cardboard,

Initial \_\_\_\_\_



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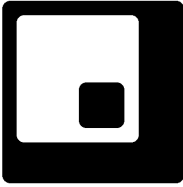
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Styrofoam, heavy duty plastics, electronic machinery, computer equipment, stacked paper and all other non-working waste.

4. The Licensee undertakes to pay to the Licensor any charges (other than the Licence Fee) which may be incurred by the Licensee, within 7 [in words: seven] days of receipt of an invoice, as incurred under this Licence and other agreements.
5. The Licence may be terminated by the Licensor should the Licensee, having been notified in writing of a breach of the conditions contained herein fail to comply with same within a reasonable period, subject to a 28 [in words: twenty eight] day notice of termination of the Licence.
6. This Licence may be terminated by either the Licensor or the Licensee at any time on or after the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and by not less than 28 [in words: twenty eight] days written notice. Vacation of said office(s) must take place between business hours, Monday to Friday, on normal working days, excluding Bank Holidays
7. The said office(s) are provided as fitted by the Licensor. No other equipment or furniture may be installed without prior written approval of the Licensor.
  - a. The minimum floor area square footage per person permitted by **Clarendon House Serviced Offices** shall be 75 square feet of office area per person.
  - b. The provision of standard office furniture shall be based on this minimum figure.
  - c. The provision and use of a computer(s) by the Licensee shall be based on this minimum figure and has been agreed in the said office.
8. Any personal effects or other belongings of the Licensee (this shall include anything in the above mentioned office(s) save the Licensor's fixtures, fittings and equipment in the above mentioned office(s) or any part of the premises known as **Clarendon House, 39-40 Clarendon Street, Dublin 2**) are at all times the risk of the Licensee.
9. It is expressly understood by both the Licensor and the Licensee that this Licence Agreement does not create a tenancy (as defined under Landlord and Tenant Law) and it is further agreed that the Licensor shall be at liberty at any time and upon not less than 7 days written notice, to require the Licensee to transfer his / her / their occupancy of the above mentioned office(s) to another / other office(s) of similar size within the premises known as **Clarendon House Serviced Offices, 39-40 Clarendon Street, Dublin 2**. Should this occur, then the terms set out herein shall apply to the other office(s). The Licensee hereby revokes any right they have to an extended Licence. If by virtue of judicial authority or the enactment of any statute or legislative instrument the Licensor forms the reasonable opinion and after obtaining legal advice that the Licensee may have a claim to be treated as a Tenant for the purpose of any Landlord and Tenant acts and after consultation with the Licensee gives to the Licensee not less than three months notice in writing notifying the Licensee of such opinion, then on the expiry of the period specified in the notice or on the day four years and eleven months after the commencement of the period for which this Licence is to operate (whichever is the earlier), this Licence shall absolutely cease and determine but without prejudice to the right of either party against the other in respect of any antecedent breach of any term or condition herein contained provided however that the Licensor shall not require the Licensee to vacate the Premises or to terminate this Licence any earlier than is reasonably required in order to ensure that no relationship with Landlord and Tenant or similar relationship arises between the parties.
10. The Licensee hereby undertakes to vacate the above mentioned office(s) on termination of this agreement.
11. No radio, music, amplifier or prohibited substances may be used in the above mentioned suites at any time and no pets may be brought into the building. No goods or items may be placed or stored outside the designated office(s).
12. It is expressly understood that all liabilities to the Licensee whether they be the general public or employees or belongings of the Licensee are not covered by the insurance effected by the Licensor hereunder and are the sole responsibility of the Licensee.
13. The Licensor hereby undertakes to effect and keep in force a policy against public liability for a sum not less than €1,000,000 [amount in words: one million Euros] in any one occurrence.
14. The Licensee hereby undertakes not to display anything in their windows.
15. The Licensee undertakes not to affix anything to the doors or walls of the above office(s) without the prior written consent of the Licensor.
16. The Licensee agrees and accepts the Licensor's policy of a no smoking building. This includes no smoking in the rooms, corridors, stairs or toilets or the like.
17. It is hereby declared that the Licensee may not withhold nor demand or receive any refund or credit of any payment due hereunder as a result of the Licensor failing to provide any of the services as set in this Licence agreement hereto as a result of any mechanical breakdown, strike or delay or failure of any staff, manager or caretaker to perform their duties.
18. Any costs incurred by the Licensor for damage or loss as result of any abuse by the Licensee of the premises or of the telephone and / or photocopying and / or facsimile and / or typing and / or any other provided services shall be reimbursed by the Licensee. This forfeiture shall represent a penalty and shall have no effect in any balance or monies due by the Licensee to the Licensor.
19. The Licensor cannot accept liability for any loss from sprinkler leakage, flooding, fire, theft or perils which may be sustained by the Licensee.
20. The Licensee agrees and accepts the Licensor's policy that the Licensee may not use the premises known as **Clarendon House Serviced Offices, 39-40 Clarendon Street, Dublin 2** as the registered address of a company(s) without the written approval of the Licensor.
21. The Licensor hereby agrees to provide to a Licensee (insofar as is practicable during normal working hours with the exception of any day or days which it declares to be a Holiday for its staff) the following services:

Initial \_\_\_\_\_



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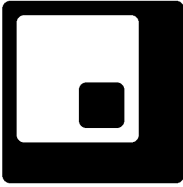
39-40 Clarendon Street  
Dublin 2, Ireland

www.ClarendonHouse.ie

- a) To pay rates in respect of the buildings.
  - b) To keep clean the whole of the common parts of the building.
  - c) To clean the Licensee's suite once per week. In the event that the Licensee requires additional cleaning, agreement may be made on the additional services required and the costs for same. The removal of rubbish includes only standard office rubbish and not packaging or the like hereinbefore mentioned, the disposal of which shall be charged for at the cost of disposal plus 15% plus Value Added Tax at the standard rate from time to time that may apply.
  - d) To supply such materials and equipment as it may deem necessary for the maintenance of general wear and tear and cleanliness of the buildings or for improvements within the buildings to the benefit of its users in general.
  - e) To provide reasonable heating throughout the building to a minimum of 17.5 degrees Celsius. Under no circumstances will a Licensee be permitted to use any other form of heating / cooling such as electric heater or air-conditioner or additional electrical equipment such as dehumidifier, servers, server rack, fans or any other non-standard electrical equipment without the written consent of the Licensor and will include a surcharge based on the current Fee electricity supplier unit rate.
  - f) To provide reasonable lighting throughout the building (including the above mentioned office(s)) and to provide an electrical power supply suitable for normal office usage to the above mentioned office(s). Non office related electrical appliances are not permitted on the premises without the written consent of the Licensor and will include a surcharge based on the current Fee electricity supplier unit rate.
  - g) To charge all telephone calls made through the Licensee's telephone extension(s) to the Licensee. The Licensor's telephone call duration reading shall be binding on the Licensee.
22. Any or all plaques installed by the Licensee to be with express written permission of the Licensor and only to be installed at an agreed location whether inside or outside and only to match size, colour and type of existing plaques.
23. To keep a valid and active email account for the purpose of receiving communication from the Licensor including but not limited to invoicing, receipts, notices of outstanding Licence Fees or any other fees whatsoever, notices of works to commence, notice of determination of the contract.
24. It is explicitly understood by the Licensee that a Licensee's contents are not covered under the Licensor's insurance policy and it is advised that Licensees hold contents insurance on their property.
25. It is explicitly understood by the Licensee that this Licence includes heating to the Irish legal minimum temperature of 17.5 degrees and that surcharges apply for extra heating as chosen by the Licensee beyond this temperature.
26. The Licensee agrees that upon vacating the premises the Licensee shall be liable for Licence Fee during the period of cleaning of the office and further agrees that a minimum charge of one day Licence Fee shall apply.
27. The Licensee further agrees that upon vacating the premises to pay for the painting of the office walls €150 Euros (amount in words: Fifty Euros) per room plus Value Added Tax notwithstanding clause 3.d of the Licence.
28. **Forfeiture:** Without prejudice to any other right, remedy or power herein contained or otherwise available to the Licensor:-
- a) if the Licence Fees reserved by this Licence or any part or parts thereof shall be unpaid for seven (7) days after becoming payable (whether formally demanded or not); or
  - b) if any of the covenants by the Licensee contained in this Licence shall not be performed or observed; or
  - c) if the Licensee and/or the Guarantor (either or both being a body corporate) has a winding-up petition presented against it or passes a winding-up resolution (other than in connection with a members' voluntary winding up for the purposes of an amalgamation or reconstruction which has the prior written approval of the Licensor) or resolves to present its own winding-up petition or is wound-up (whether in Ireland or elsewhere) or a receiver and manager is appointed in respect of the Premises or any part thereof or of the Licensee or the Guarantor or an examiner is appointed to the Licensee or the Guarantor or the Licensee and/or the Guarantor is subject to any process or proceeding under the laws of any other jurisdiction which is analogous to any of the foregoing;
  - d) if the Licensee and/or the Guarantor (either or both being an individual, or if more than one individual, then any one of them) has a bankruptcy petition presented against him or is adjudged bankrupt (whether in Ireland or elsewhere) or suffers any distress or execution to be levied on the Premises or enters into composition with his creditors or shall have a receiving order made against him; or
  - e) if the Licensee and/or the Guarantor, being a body corporate, is dissolved or involuntarily struck off the Companies Register due to failure to file annual returns to the Companies Registration Office
- THEN**, and in any such case, the Licensor may at any time thereafter re-enter the premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to the Licensor against the Licensee in respect of any antecedent breach of any of the covenants or conditions contained in this Licence.
29. Provided always that at all times staff of Clarendon House Serviced Offices have access to the entire premises.
30. Provided always that the Licensor may at its absolute discretion cancel, add to, extend, vary or make any alterations in the rendering of the said services from time to time upon 28 [in words: twenty eight] days written notice to the Licensee.

As WITNESS by the hand of the parties hereto and subject to references:

Initial \_\_\_\_\_



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39-40 Clarendon Street  
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www.ClarendonHouse.ie

Licensor: *Colm O Cleirigh t/a Clarendon House Serviced Offices*

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Licensee: \_\_\_\_\_  
Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_

**SIGN HERE**

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_

### Guarantee

I, \_\_\_\_\_ (Print your name)

of \_\_\_\_\_ (Your home address)  
and

I, \_\_\_\_\_ (Print name)

of \_\_\_\_\_ (Home address)

at the request of the Licensor and in consideration of the Licence hereinbefore contained joining and severally guarantee to the Licensor that the Licensee will at all times duly pay the Licence Fee hereinbefore reserved and perform the covenants and agreements on the part hereinbefore or giving of time to the shall not reLicence us or either of us from liability hereunder and we jointly and severally agree with the Licensor that in case any Licence Fee payable under the within written Agreement shall be at any time be in arrear for 7 [in words: seven] days after the same shall have become payable then and in any such case and so often as the same may happen we or one or other of us shall pay the Licence Fee so in arrears to the Licensor whether any demand for the same shall have been made upon us or not.

Dated the: \_\_\_\_\_ day of: \_\_\_\_\_ 20\_\_\_\_

**SIGNED** by the said: \_\_\_\_\_

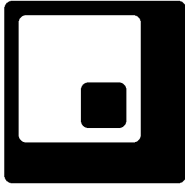
**AND HERE**

Witness in the presence of: \_\_\_\_\_

Witness occupation: \_\_\_\_\_

Witness address: \_\_\_\_\_

Initial \_\_\_\_\_



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E-Mail: FrontDesk@ClarendonHouse.ie

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Dublin 2, Ireland  
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**Wifi password:**

**Our contact:** \_\_\_\_\_ **Ph:** \_\_\_\_\_

## Your Access

Your access card is numbered so please keep it safe at all times. Never lend your access card to anyone. Think security. If you notice anyone or anything suspicious in the building at any time, do not hesitate to contact the on-duty caretaker or your manager.

## Fire Safety and Security

PLicence make time to note the fire escape routes in your building, fire extinguishers, break-glass units, emergency lighting/exit signs, fire-escape, break-glass key units, alarmed windows and doors, alarmed mag-locks, lock-up hours.

## Checklist

PPS & Company Reg numbers  
Copy of state ID (Passport / Drivers License)  
Original recent utility bill (Electricity / Gas / Television / Bank statement)  
Pages 1, 2 and 3 of Licence completed  
Page 7 completed and signed  
Deposit and 1<sup>st</sup> months Licence Fee

Return to us at 21 Wicklow Street, Dublin 2, Ireland  
We complete the rest and meet you with your keys, codes and a copy of Licence.

## Frequently asked questions

- 1 **Radios** – This clause in the Licence is to stop noise pollution but if a radio is at the same volume as someone in your office having a normal conversation there is no reason not to have one - 11, p.5
- 2 **Electricity** – The Licence allows for ordinary office use, one computer per desk space / 75 sq.ft and a few chargers etc. Additional equipment like electrical heaters / air conditioners / dehumidifiers / servers / fans etc. are billed separately - 21.e, p.5
- 3 **Licence Fee** – Yes a monthly Term means the Licence Fee can go up with just one months notice, but our business relies on happy customers. If Licence Fees ever do increase it is only to the curLicence Fee market rate and stays competitive. We want you to stay with us! - 6, p.5
- 4 **Late fees** – All Licence Fees are due by standing order on the 1<sup>st</sup> of each month. If Licence Fees are received after the 1<sup>st</sup> day of each calendar month a late fee is automatically applied by our accounting system to the Licensee's account - 3.g, p.4
- 5 **Maintenance** – We're happy to do any maintenance you need, but if the damage is reported by the qualified tradesman as being caused by the Licensee, the bill is sent to the Licensee directly by the contractor - 18, p.5
- 6 **Security** – Be vigilant, keep back and front doors closed and report any suspicious activity to the onsite manager or the Gardaí. Never allow unknown people into the building.
- 7 **Read the Licence fully** – Read the Licence before signing it so that you know both your responsibilities and the Licensor's responsibilities.
- 8 **Our broadband is a back-up** – All internet connections have some down-time so we encourage heavily internet reliant companies to think about getting their own primary supply.
- 9 **Cables** – We don't supply data cables, printer cables etc.
- 10 **Heating** – The Safety, Health and Welfare at Work (General Application) Regulations 2007 allow for a minimum office temperature of 17.5 degrees. Surcharges apply for extra heating from additional heaters. If you suspect the temperature is too low our staff have thermometers onsite. There are surcharges for additional heating so our advice is wear a jumper!

## Heating / Electricity surcharge – Information and Surcharge Addendum

The heating in the building is controlled by an automated service that regulates based on the weather forecast. Their minimum threshold is the Irish legal minimum, and the minimum according to your Licence, of 17.5 degrees for office use. You are welcome to have the temperature of your office set higher but, as with any electrical use there is an associated electricity cost.

From time to time the weather surprises us and a cold snap can cause the temp to drop below 17.5 degrees. If you believe the temperature to be below this at any time, just contact our caretaker who will attend and measure the temperature in the room using a thermometer. You're welcome to use your own thermometer but we would need to verify this with our own. In this case, there is no extra charge for using extra plug-in electric heaters. If the temperature is above 17.5 degrees, you're still welcome to request the temperature be raised by us, or use extra plug-in electric heaters but there is an electricity surcharge of €60 per month, per heater. This surcharge also applies to any non standard office equipment such as air conditioners, computer servers, high power equipment etc.

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