

Sixty Four Office Suites Limited

Rupa Mall | 3rd Floor | Uganda Road | Eldoret
 P.O. Box 4909 – 30100 Eldoret | Tel: 0743 67 64 64 / 0777 67 64 64
 sales@sixtyfourofficesuites.com | www.sixtyfourofficesuites.com



LICENSE AGREEMENT

1. LICENSEE DETAILS

Name / Company / Organisation		PIN Number	ATTACH COPY
ID / Registration Number	ATTACH COPY	Telephone	Cellphone
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company <input type="checkbox"/> Other (Specify) _____			

Business Activity _____

ADDRESS DETAILS

Registered Office <small>Head Office</small> _____ _____ _____ _____	Postal Address _____ _____ Email Address _____ _____
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NAMES & DETAILS OF DIRECTORS/PRINCIPALS/PARTNERS (in case of more than five directors, attach additional details on a separate sheet) Attach CR2 & CR12 Forms

NAMES	ID NUMBER	PIN NUMBER	CELLPHONE	SIGNATURE
	ATTACH COPY	ATTACH COPY		
	ATTACH COPY	ATTACH COPY		
	ATTACH COPY	ATTACH COPY		
	ATTACH COPY	ATTACH COPY		
	ATTACH COPY	ATTACH COPY		

Contact Person		Cellphone		Email	
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2. SPACE DETAILS

Private Office <input type="checkbox"/> Fixed Desk <input type="checkbox"/> Virtual Office - Premium <input type="checkbox"/> Virtual Office - Basic <input type="checkbox"/> 64 <i>Wenyeji</i> Membership <input type="checkbox"/> Daily Access <input type="checkbox"/>	<table style="width: 100%;"> <tr> <td style="width: 50%;">License Period</td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td>Meeting Room / Boardroom</td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td>Additional Hot Desks</td> <td> <input type="checkbox"/> Secure Locker <input type="checkbox"/> </td> </tr> <tr> <td>Deposit</td> <td><input style="width: 100%;" type="text"/></td> </tr> <tr> <td>License Fee</td> <td> <input style="width: 80%;" type="text"/> VAT <input style="width: 20%;" type="text"/> </td> </tr> <tr> <td>Total Fee</td> <td><input style="width: 100%;" type="text"/></td> </tr> </table>	License Period	<input style="width: 100%;" type="text"/>	Meeting Room / Boardroom	<input style="width: 100%;" type="text"/>	Additional Hot Desks	<input type="checkbox"/> Secure Locker <input type="checkbox"/>	Deposit	<input style="width: 100%;" type="text"/>	License Fee	<input style="width: 80%;" type="text"/> VAT <input style="width: 20%;" type="text"/>	Total Fee	<input style="width: 100%;" type="text"/>
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A Board Resolution shall be required for Companies, NGOs, Societies, Associations, Clubs or Institutions

3. TERMS AND CONDITIONS

RECITALS:

WHEREAS:

- (a) Rupa Mills Limited ("the Lessor") is registered as proprietor and Lessee of all those pieces of land known as Land Reference Number 8/750 in the City of Eldoret whereupon there has been erected the building known as "Rupa's Mall" (hereinafter called the "Property");
- (b) The Lessor has granted a Lease dated 1st October, 2019 (the "Lease") to the Licensor for a period of Six (6) years from the First day of October Two Thousand and Nineteen (now past), for an area of floor space comprising approximately Two Thousand Four Hundred and Eleven Square Feet (2,411 Sq. Ft.) or thereabouts forming part of the 3rd Floor Wing A (hereinafter more particularly defined as "the Premises");
- (c) The Licensor has furnished the Premises as serviced offices to be occupied by various Licensees from time to time on the terms and conditions set out in this Agreement.
- (d) The Licensor has agreed to license to the Licensee a portion of the Premises (hereinafter defined "the Designated Space") together with the use of Common parts (hereinafter defined) for the License Period and at the License Fees and subject to the provisions of the Lease and this License;

IT IS HEREBY AGREED AND DECLARED as follows:-

1. DEFINITIONS AND INTERPRETATIONS:-

In this Agreement the following terms shall have the following meanings, unless the context otherwise requires:

- 1.1 "The Premises" means the area of floor space comprising Two Thousand Four Hundred and Eleven Square Feet (2,411 Sq. Ft.) or thereabouts forming part of the 3rd floor Wing A of Rupa Mall leased by the Lessor to the Licensor pursuant to the Lease (referred to in subparagraph (b) of the preamble to this Agreement).
- 1.2 "**The Property**" is FIRSTLY ALL THAT piece of land situate in the Town of Eldoret in the Uasin Gishu County Area of the Republic of Kenya Land Reference Number 8/750 which said piece of land is held for a period of 99 years from 01.03.1975 being the premises comprised in the Grant registered in the Land Titles Registry at Eldoret as Number I.R. 8/750 with the dimensions abutments and boundaries thereof delineated and described on the Deed Plan. "**Designated Space**" means the area shown for the purpose of identification only edged red on the plan annexed hereto comprising office space in Sixty Four Office Suites within the Premises as the Licensor may from time to time in its absolute discretion designate on 28 days notice to the Licensee; "**Common Parts**" means the pedestrian ways, forecourts, landscaped areas, entrance halls, landings, lifts shafts, staircases, passages and other areas which are from time to time during the License Period provided by the Licensor for common use and enjoyment by the Licensees and occupiers of Rupa Mall and all persons expressly or by implication authorised by them; "**Access Ways**" means the entrances corridors lifts and staircases of Rupa Mall the use of which is necessary for obtaining access to and egress from the Designated Space or such of them as afford reasonable access and egress as above and as the Licensor may from time to time in its absolute discretion designate on 28 days' notice to the Licensee; "**License Period**" means the period from the date specified in Section 2 of this Agreement until the date on which the Licensee's rights under clause 2 are determined in accordance with clause 7; "**License Fee**" means the monthly fee specified in Section 2 of this Agreement and payable under Clause 4.1 of this License [or such other amount as the Licensor may from time to time determine in its absolute discretion on 28 day notice to the Licensee];
- 1.3 Any reference in this Agreement to a party shall mean either the Licensor or the Licensee, and any such reference to parties shall, as the case may be, mean all or any of them;
- 1.4 The expressions "Licensor" and "Licensee" shall not include their successors personal representatives or assigns;
- 1.5 The headings in this License are inserted for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

2. LICENSE

Subject to clause 3, 4 and 5 the Licensor gives the Licensee the nonexclusive right (in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the rights given) to use the Designated Space for the duration of the License Period for the purpose of office space.

3. NATURE OF GRANT

Unless otherwise stated the rights granted under clause 2 are not granted exclusively and are granted in common with corresponding rights of the Licensor and other persons lawfully entitled to exercise such rights. The Licensor expressly reserves the right to substitute the Designated Space with other space in the Premises with corresponding adjustment in the Licensed Fee (if applicable).

4. LICENSEE'S UNDERTAKINGS

The Licensee agrees and undertakes during the License Period created by this License as follows:

Fees

4.1 to pay the Licensor:

- 4.1.1 the License Fee (together with any VAT) Monthly in advance on the first day of each Month as set out hereinafter;
- 4.1.2 on demand a fair and reasonable proportion (apportioned in respect of the License Period) of all rates and other outgoings of a periodically recurring nature (together with any VAT) incurred in respect of the Designated Space;
- 4.1.3 interest at the compound rate of Fourteen percent (14%) per month on so much of the License Fee and other monies payable under this License (if any) as remain unpaid seven (7) days after they have become due from the date that they became due until payment is made to the Licensor;
- 4.1.4 the applicable stamp duty on this License;
- 4.1.5 it is expressly agreed by the parties that it is not their intention to create a landlord and tenant relationship nor to create a relationship within the ambit of the Landlord & Tenant (Shops, Hotels and Catering Establishments) Act.

Deposit

4.2 to deposit with the Licensor as security for the performance and observance of the undertakings contained in section 2 of the application form, to be paid within 3 months, such sum to be repayable to the Licensee (less such amount as shall be due to the Licensor in respect of any nonperformance or non-observance by the Licensee) within 60 days of the determination of the License Period;

4.3 the Deposit shall be refundable within Sixty (60) days without interest to the Licensee after the expiry of this License clearing all bills and the delivery up of the Designated Space in proper condition and in accordance with the provisions of this License;

Alterations and Additions

4.4 not to commit or permit waste on or at the Designated Space or make any alterations additions or improvements to the Designated Space.

Condition

4.5 to keep the Designated Space clean and tidy and clear of rubbish and to leave the same in a clean and tidy condition and free of the Licensee's furniture equipment goods and chattels at the end of the License Period;

4.6 not to bring any furniture equipment goods or chattels onto the Designated Space without the consent of the Licensor save as may be necessary for the exercise of the rights given in clause 2;

Telephone and Parking Bays

4.7 to pay for the use of telephone and any telex telefax or communications equipment, photocopying, printing, scanning and other utilised by the Licensee in the Designated Space; if required to pay for dedicated parking at a License fee of KES 3,000 plus Value Added Tax (V.A.T) per month payable monthly in advance.

Access of Licensor and Notice to Repair

- 4.8 to permit the Licensor and its employees or agents at all reasonable times to enter into inspect and view the Designated Space;
- 4.9 if any breach of covenant, defects, disrepair, removal of fixtures or unauthorised alterations or additions are found on inspection for which the Licensee is liable, then, on notice from the Licensor, to execute to the reasonable satisfaction of the Licensor or its Surveyor all repairs works replacements or removals required within fourteen (14) days (or sooner if necessary) after receipt of the notice;
- 4.10 if the Licensee fails to comply with the notice under clause 4.9, the Licensor may itself or by its work people or agents enter the Designated Space and execute the repairs works replacements or removals;
- 4.11 to pay to the Licensor on demand all expenses so incurred under clause 4.10 (such expenses and any Interest on them to be recoverable as if they were fees in arrears);

Restrictions affecting use of the Designated Space

- 4.12 not to obstruct the Access Ways or cause the same to become dirty or untidy or to leave any rubbish on them;
- 4.13 not to store in the Designated Space or bring onto them anything of a specially combustible inflammable or explosive nature and must comply with the requirements and recommendations of the Lessor and Licensor as to fire precautions relating to Rupa Mall;
- 4.14 not to use the Designated Space for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose, not to hold any sales by auction on the Designated Space not to hold in or on the Designated Space any exhibition public meeting or public entertainment and not to permit any vocal or instrumental music in the Designated Space so that it can be heard outside the Designated Space;
- 4.15 not to do anything in the Designated Space which may be or become a nuisance, annoyance, disturbance, inconvenience or damage to the Licensor and other occupants of Rupa Mall or to the Licensor's Licensees and occupiers of adjoining and neighbouring properties;
- 4.16 not to overload the lifts electrical installation or conducting media in the Designated Space and/or Rupa Mall;
- 4.17 not to do or omit to do anything which may interfere with or which imposes an additional loading on any ventilation, heating, air conditioning or other plant or machinery serving the Designated Space;
- 4.18 not to use the Designated Space otherwise than as offices and for purposes ancillary to that use;
- 4.19 not to use any portion of the access roads or service area for the parking of vehicles otherwise than during the course of loading and unloading nor to carry any repairs or maintenance to vehicles on the access road or service area;
- 4.20 to observe and perform or cause to be observed and performed the rules and regulations from time to time made by the Lessor for management of Rupa Mall;

Ceilings

- 4.21 not to suspend anything from any ceiling on the Designated Space without the consent of the Licensor;

Signs and Advertisements

- 4.22 not to display any signs or notices at the Designated Space without the prior written consent of the Licensor;

Statutory Obligations

- 4.23 not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Designated Space or which would or might vitiate in whole or in part any insurance effected in respect of the Designated Space from time to time;
- 4.24 to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bylaws applicable to the Designated Space or in regard to carrying on the trade or business for the time being carried on by the Licensee on the Designated Space;
- 4.25 not to do in or near the Designated Space any act or thing by reason of which the Licensor may under any enactment incur, have imposed upon it, or become liable to pay any penalty, damages, compensation, costs, charges or expenses;

Indemnities

- 4.26 To keep the Licensor and the Lessor fully indemnified against all losses arising directly or indirectly out of any act omission or negligence of the Licensee or any persons at Rupa Mall expressly or impliedly with his or its authority and under his control or any breach or non-observance by the Licensee of the covenants conditions or other provisions of this License or any of the matters to which this License is subject;

Compliance with Licensor's Lease

- 4.27 To comply with all the requirements and recommendations of the insurers of Rupa Mall;
- 4.28 to observe such rules and regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Designated Space or Access Ways;
- 4.29 The Licensee must observe all the restrictions as to use of the Designated Space imposed under the Lease and must keep the Lessor and Licensor indemnified against any breaches for any payments it must make or costs incurred as a result of breach of these restrictions;

Insurance

- 4.30 to insure the Designated Space against theft claims with a reputable insurance company;
- 4.31 To keep the Designated Space supplied with such firefighting equipment as the insurers of Rupa Mall require and must maintain the equipment to reasonable satisfaction of the insurers of Rupa Mall and in efficient working order;
- 4.32 the Licensee will not do anything which may render void or voidable the insurance of the Lessor and/or the Licensor on the whole or a part of Rupa Mall or which may cause insurance premiums to be increased and the Licensee shall effect its own insurance for its own property and shall be liable for its employees and visitors;

Licensor's Costs

- 4.33 to pay to the Licensor on demand and indemnify the Licensor against all costs and expenses (including any VAT) of professional advisers and agents incurred by the Licensor in connection with the preparation negotiation and completion of this Agreement;
- 4.34 not to impede in any way the Licensor or its officers servants or agents in the exercise of the Licensor's rights of possession and control of the Designated Space and every part of the Designated Space;

Yield Up

- 4.35 To yield up the Designated Space and the fixtures and fittings thereto at the expiration or sooner determination of the License Period in good and tenable repair and condition in accordance with the undertakings hereinbefore contained and with all locks keys, key cards and fastenings complete.

5. RENEWAL OF LICENSE

If the Licensee shall at the expiration of the License period hereby granted be desirous of obtaining a further License of the Designated Space for a further License Period, the Licensee shall signify such desire by notice in writing to the Licensor not less than Three (3) month's before the expiration of the License Period and the Licensor shall at its sole discretion at the expiration of the License Period at the request and at the cost of the Licensee grant to the Licensee a further License of the Designated Space subject to such terms and conditions as are decided upon the sole discretion of the Licensor and except this present proviso for renewal.

6. INTEREST

- 6.1 This License shall not be construed in any way as a lease or tenancy between the parties hereto or conferring upon the Licensee any estate or interest or exclusive right whatsoever in the Designated Space;
- 6.2 This License shall not create or be construed to create a statutory tenancy as provided under the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act (Chapter 301) of the Laws of Kenya.

7. GENERAL

7.1 The rights granted in clause 3 hereinabove shall determine (without prejudice to the Licensor’s rights in respect of any breach of the undertakings contained in clause 4);

7.1:1 immediately on written notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in clause 4;

7.1:2 on not less than Three months’ written notice given by the Licensor or the Licensee to the other party; or payment in lieu of notice.

7.2. The benefit of this License is personal to the Licensee and not assignable and the rights given in clause 2 may only be exercised by the Licensee;

7.3 The Licensor shall at all times retain the keys to the Designated Space;

7.4 The Licensor gives no warranty that the Designated Space are legally or physically fit for the purposes specified in clause 2;

7.5 The Licensor and Lessor shall not be liable for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Licensee its employees and customers in the exercise or purported exercise of the rights granted by clause 2;

7.6 The License shall automatically terminate upon the determination of the License Period, or the prior termination of the License Period.

7,7 The Licensee expressly agrees to observe and perform all the terms and conditions contained in the Lease.

7.8 All notices under this License given by either party pursuant to the provisions of this License shall be in writing and shall be sufficiently served if delivered by hand, sent by registered post or recorded delivery to the other party at its registered office or last known address or where the receiving party is the Licensee and the Licensee not a company at the Designated Space.

IN WITNESS WHEREOF this License has been duly executed by the parties hereto on the day and year first above written.

SEALED with the common seal of the **LICENSOR** in the presence of:

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]
]

DIRECTOR

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]
]

DIRECTOR/SECRETARY

]
]
]

WITNESS

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]

I CERTIFY that a Director and a Director/Secretary appeared before me on the day of, 20__ and being known to me acknowledge the above signature or mark as to be theirs and that they had freely and voluntarily executed this instrument and understands its contents.

.....
Signature and Designation of Person Certifying

SEALED with the common seal of **LICENSEE** in the presence of:

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DIRECTOR

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DIRECTOR/SECRETARY

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WITNESS

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I CERTIFY that a Director and a Director/Secretary appeared before me on the day of, 20__ and being known to me acknowledge the above signature or mark as to be theirs and that they had freely and voluntarily executed this instrument and understands its contents.

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