



Green Lane Centre Tenancy Agreement

This AGREEMENT is made on the date specified below BETWEEN the Landlord and Tenant.

Date of Agreement _____ / _____ / 20____

Landlord Coast & Moors Voluntary Action

Landlord Address Allatt House, 5 West Parade Road,
Scarborough, North Yorkshire YO12 5ED

Tenant(s) Name _____

Tenant(s) Business Name _____

Company Number (if available) _____

Tenant's Home Address _____

The Rental of Room/Unit number _____ ("the Property")

Based at Green Lane Centre, Whitby,
North Yorkshire YO22 4JP ("the Building")

Commencing on the date _____ / _____ / 20____, and
monthly thereafter until terminated, as herein provided.

Rental Amount £_____ per calendar month

Payment Terms Rental payments are due in advance on the first business
day of the month by standing order.

Bond A bond of £_____ will secure the unit and is
payable upon the signing of this agreement.

Please read the following information carefully

1. RENT

- (a) Your rent is per calendar month. A bond is required (the same amount as one month's rent), this will be returned to you on your departure. The landlord reserves the right to deduct any rent arrears and Property repair costs from your bond.
- (b) Your rent is due monthly in advance on the first business day of each month by standing order.
- (c) Rent arrears are not allowed. There is a penalty charge of £15 for late payment. Consistent late payments may lead to the termination of your tenancy.
- (e) Your rent includes charges for electricity, water, heating and broadband.
- (f) The landlord may increase your rent by giving you two months' notice.
- (g) You are responsible for business rates owed to the Borough Council, and all periodic rates taxes and outgoings relating to the Property including any imposed after the date of this lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due.

2. REPAIRS

- (a) The landlord is responsible for repairs to the property, maintaining and cleaning the communal areas of the Building.
- (b) You are responsible for the general cleanliness of the Property.
- (c) The landlord and/or a Scarborough Borough Council representative may ask to enter the Property in order to inspect it or to do repairs or other work or for other reasonable purposes. You must not refuse if it is a reasonable time of day, but you can insist on twenty-four hours' written notice, save in the case of emergency.
- (d) If a repair is needed to the Property you must report it to the landlord as soon as possible.
- (e) If you or any of your visitors cause any damage to the Property you will be responsible for the cost of putting it right.
- (f) In the event that the Property or any part of it or any of the essential services serving it are destroyed or damaged, making the Property or part thereof unfit for occupation or use or inaccessible by the tenant the landlord retains the right to terminate the tenancy forthwith.
- (f) You must not make any alteration/decoration to the Property even if you think the alteration/decoration would be an improvement and you must not affix anything to the walls or other surfaces in the Property, unless authorised. If you do want to make changes to your unit, please write to us giving full details of your proposal.
- (g) You must not install or use any additional room heater(s) or air conditioning appliances in the Property.

3. YOUR GENERAL RESPONSIBILITIES

- (a) You must pay the rent on time.
- (b) You must pay any amenity charges for telephone, contents insurance, etc, where relevant ensuring there is no debt associated with the Property.
- (c) You must occupy the Property personally.
- (d) You must use the Property only for business of _____
- (e) You must not assign this tenancy.
- (f) You must not sublet the Property or any part of it or share the use of it with anyone else.
- (g) You must not do anything to cause a nuisance or annoyance to the other tenants or users of the Building.
- (h) You must not do anything to invalidate the landlord's insurance.
- (i) You must comply with planning control.
- (j) You must not smoke anywhere within the Property the building or grounds surrounding the building.
- (k) You must ensure that any electrical equipment that you bring with you to use in the Property is Portable Appliance Tested.
- (l) You must ensure that you arrange your own insurance for public & employers liability and for your personal belongings that you keep at the Property.
- (m) At the end of the tenancy you must vacate the Property and take with you all your belongings. If you fail to remove anything at the end of the tenancy the landlord may dispose of it without liability to you.
- (n) You must comply with any regulations made by the landlord from time to time.

4. THE LANDLORDS GENERAL RESPONSIBILITIES

- (a) If you comply with your obligations the landlord will make sure that you are allowed to occupy the Property until the tenancy ends (but the landlord cannot be responsible for persons over whom he has no control).
- (b) The landlord offers no guarantee that the broadband service will operate at all times although reasonable endeavours will be made to ensure that the service will operate.
- (c) The electricity, water, heating, telephone or broadband service may be subject to temporary disruption and/or interruption for repair and alteration by the landlord.
- (d) The landlord accepts no liability for any interruption or disruption to the broadband service used by you and will not be responsible for any loss, costs or expenses incurred by you as a result.
- (e) The landlord accepts no liability for any interruption or disruption to the electricity, water, heating or telephone services used by you and will not be responsible for any loss, costs or expenses incurred by you as a result.
- (f) The landlord will comply with the provisions of the Headlease in so far as the Tenant is not responsible for compliance under the terms of this tenancy agreement.

5. INDEMNITY

- (a) The tenant hereby agrees to keep the landlord fully indemnified against any losses damage or claims (including costs and expenses in connection with claims) against the landlord arising from:
1. Any breach of your general responsibilities contained in this tenancy agreement.
 2. The use of the Property.
 3. Any act omission neglect or default by you or your servants or agents or any person on the Property with actual or implied authority.
- (b) The tenant also hereby agrees to keep the landlord fully indemnified against any losses damage or claims (including costs and expenses in connection with claims) whatsoever in respect of any loss or damage to any person using the Property.
- (c) You must observe and perform the covenants and conditions on the part of the tenant contained in the Headlease of the building in so far as they relate to your unit and must indemnify the Landlord from and against any actions, proceedings, claims, damages, costs, expenses or losses arising from any breach, non observance or non performance of those covenants and conditions. Dated _____ 2008 between (1) the Scarborough Borough Council and (2) the Landlord.

6. ADDITIONAL SERVICES AND PRIVILEGES

- (a) You and your visitors may use the reception entrance hall and passageways for gaining access to and leaving the Property.
- (b) You may use the designated car park bay indicated by the landlord for use with this Property.
- (c) You may use the kitchen and toilet facilities provided for the use of tenants of this and other properties in the Building.

PROVIDED THAT YOU ACT RESPONSIBLY IN THE USE OF THESE FACILITIES AND AT ALL TIMES OBSERVE THE REQUIREMENTS OF THE LANDLORD IN RESPECT OF SUCH USE.

7. NON SECURITY OF TENURE

- (a) The Landlord served a notice dated on _____ the Tenant as required by section 38A (3)(a) of the Landlord and Tenant Act 1954 as amended ("the 1954" Act) which applies to the Tenancy created by this Lease before this Lease was entered into (a copy of which notice is annexed to this Lease); and

- (b) The Tenant made a declaration/statutory declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the 1954 Act (a copy of which declaration/statutory declaration is annexed to this Lease).

The parties agree that the provisions of sections 24 to 28 inclusive of the 1954 Act are excluded in relation to the Tenancy created by this Lease.

8. TERMINATION OF THE TENANCY

- (a) Either the Tenant or the landlord may terminate the tenancy by four weeks written notice.
- (b) The landlord may also terminate the tenancy forthwith without notice if the rent is two weeks in arrears (even if the landlord has not formally demanded it) or if the Tenant does not comply with his/her obligations. If the landlord does terminate the tenancy this may lead to a court order making the Tenant vacate the Property.

9. KEY HOLDERS

The tenant is responsible for the safety and the use of the keys issued to them. All key holders are required to sign for and confirm they are in receipt of the keys provided. A full and detailed list of all key holders is required, along with their contact details. A charge for any lost keys will be made to cover their replacement.

10. ADMINISTRATIVE SERVICES

The Landlord, accepts no responsibility or liability in relation to any loss or damage to your business or any third party whilst undertaking administrative tasks upon the Tenant's behalf.

11. KEY PERFORMANCE INDICATORS

The Landlord has a duty to report certain statistics to funders, by signing this contract the Tenant agrees to supply the landlord with the information required.

FULL DISCLOSURE

The tenant signing this contract hereby state that all questions about this Tenancy Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein.

They further state that they agree to fulfil their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment that he/she has received a signed copy of the Tenancy Agreement.

Date of Agreement _____ / _____ / 20____

SIGNED BY THE LANDLORD(S)
(or the Landlord's Agent)

In the presence of:- _____

Name _____

Address _____

Print name

Occupation _____

Witness signature _____

SIGNED BY THE TENANT(S)

In the presence of:- _____

Name _____

Address _____

Print name

Occupation _____

Witness signature _____

Contact details

The Landlord:

Full Name Coast & Moors Voluntary Action
Address Allatt House
5 West Parade Road
Scarborough
North Yorkshire
Postcode YO12 5ED
Telephone 01723 362205
Email post@coastandmoors.org

The Tenant:

Name of Business/Organisation _____
Company No. (if applicable) _____

Tenant's Full Name _____
Address _____

Postcode _____
Telephone _____
Mobile _____
Email _____

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

**BY SIGNING THIS LEASE YOU ACKNOWLEDGE THAT YOU HAVE
READ AND FULLY UNDERSTAND THESE TERMS**

NOTICE ACKNOWLEDGEMENT

As described on the previous page you are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read the terms carefully and have discussed it with a professional adviser.

Notice Received on Date _____ / _____ / 20____

Signed _____

On behalf of _____
(company/organisation) _____

In the presence of
Witness signature _____

Name _____

Address _____

Occupation _____