

## AGREEMENT FOR LEASE OF COMMERCIAL PREMISES

THIS LEASE (this "Lease") dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

### BETWEEN:

Cornhill Parish Council care of the Parish Clerk, Branxton Villa, Branxton, Cornhill on Tweed  
(The Freehold Owner, "CPC")

### OF THE FIRST PART

### AND

Cornhill Community Action (a Charitable Incorporated Organisation) registered at The Village Shop, Cornhill on Tweed (the Tenant, "CCA")

### OF THE SECOND PART

IN CONSIDERATION OF CPC leasing certain premises to CCA, CCA leasing those premises from CPC and the mutual benefits and obligations set forth in this Lease, the Parties to this Lease agree as follows:

#### **Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "The Premises" means the entire Building at The Cornhill on Tweed Centre TD12 4UE.
  - b. "Insurance Policy" means the insurance policy or policies maintained by CPC in respect of the Premises covering damage by Insured Risks and public liability within public areas.
  - c. "Insured Risks" means all those risks ordinarily covered by a policy placed with an insurer of good repute at reasonable commercial rates together with such additional risks as either party to this lease may reasonably require to be insured.
  - d. "Permitted Use" is any use which in the opinion of CCA is beneficial to The Cornhill on Tweed Centre and to the community of Cornhill on Tweed having regard to health and well-being and permitted by the terms of any sub-lease granted by CCA

#### **Let Premises**

2. CPC agrees to let The Premises to CCA on the following terms

Units 1 to 6 of The Premises may be sub-let by CCA to be used for any Permitted Use. Neither the Premises nor any part of the Premises may be used at any time by any sub-tenant for any purpose other than the Permitted Use.

CPC reserves to itself the use of the lockable cupboard adjacent to Unit 5

Parking areas, driveways and other hard-surfaced areas are not part of the Premises but may be used unconditionally by CCA, its sub-tenants and those having business with them.

**Term**

3. The term of the Lease (The Term”) is a periodic tenancy commencing at 12:00 noon on..... (the “Commencement Date”) and continuing on a year-to-year basis until CPC or CCA terminates the tenancy.

**Security of Tenure**

4. The Lease will be renewed automatically upon the anniversary of the Commencement Date. CPC and CCA agree that sections 24 to 28 of the Landlord and Tenant Act 1954 do not apply to this Lease.

**Break Clause**

5. Either CPC or CCA may give to the other not less than 6 months written notice to end the Term. Ending the Term will not release the Parties to this Lease from their liabilities accumulated up to that date.

**Rent**

6. CCA will pay to CPC a rent for the Premises of one peppercorn for the whole Term.

**Rent Review**

7. The rent is not subject to review at any time.

**Taxation**

8. CCA understands that the Premises and all Units within the Premises occupied by sub-tenants are exempt from business rates on account of the small size of those Units.
9. CCA does not intend to register for the purpose of Value Added Tax. Any invoice for supplies which are subject to Value Added Tax and made in respect of the improvement or maintenance of the Premises will be paid in the following manner:
  - a. CCA will transfer to CPC the amount of a supplier’s invoice before the addition of Value Added Tax.
  - b. CPC will pay the supplier’s invoice inclusive of VAT.
  - c. CPC will reclaim the amount of VAT from HMRC and retain the same.

**Insurance**

10. CPC will maintain a Policy of Insurance against the Insured Risks in recognition that CCA has no insurable interest in the Premises.

**Service Charges**

11. CCA will be responsible for paying the following service charges to the exclusion of any liability on the part of CPC
  - a. cleaning and janitorial services
  - b. security
  - c. external window cleaning
  - d. repairs and replacements to the Building and its fixtures and fittings except for fixtures and fittings supplied by any sub-tenant (for which the sub-tenant is responsible)
  - e. accounting and auditing
  - f. supplies of electricity, water and propane gas to the Premises.

### **Use and Occupation**

- 12 CCA covenants that sub-tenants will carry on and conduct business upon the Premises as set out in the terms of any sublease issued by CCA including
- i. observance of all statutes and the requirements of competent authorities as may be relevant to the use or occupation of the Premises.
  - ii. CCA will not permit any sub-tenant to engage in any illegal trade or activity on the Premises.
  - iii. CCA will not permit to be made any noise or nuisance which may reasonably be considered to disturb the Premises or Cornhill Village Green.
  - iv. CCA will not permit on the Premises any article or substance that may be considered to be hazardous.
- 13 CPC covenants that on paying the Rent and performing the covenants contained in this Lease, CCA will peacefully and quietly have, hold, and enjoy the Premises for the whole Term.

### **Keys**

- 14 CPC will be provided with two (2) keys. The keys are registered to the Premises.
- i. One key which operates the cupboard designated to CPC.
  - ii. One key which operates the main external door, the toilet door and the cleaning cupboard
- CPC is responsible for the safety and security of CPC's keys. Lost keys will be replaced by the manufacturer at the expense of CPC.

### **Insurance**

15. CPC will maintain a Policy of Insurance against the Insured Risks applicable to the Premises in recognition that CCA has no insurable interest in the Premises.

### **Surrender of Premises**

16. At the expiration of the Term, CCA will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Governing Law**

17. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

### **Severability**

18. If there is a conflict between any provision of this Lease and the applicable legislation of England (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted or incorporated into the Lease as necessary in order to comply with the Act.

### **General Provisions**

19. This Lease will extend to and be binding upon and operate to the benefit of the respective administrators, successors and assigns of each party to this Lease. All covenants are to be construed as conditions of this Lease.
20. The provisions of Section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Services Act 1962, will apply to the giving and service of all notices and documents under or in connection with this Lease.

21. Dates and times mentioned in this Lease are significant to the operation of the Lease.
22. This Lease constitutes the entire agreement between CPC and CCA. Any prior understanding preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease.
23. The Parties do not intend any term of this Lease to be enforceable by any person who is not party to this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

**IN WITNESS WHEREOF** the Parties to this Lease have affixed their signatures under hand and execute this document as a deed

on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signed for and on behalf of Cornhill Parish Council

\_\_\_\_\_ Chairman of Cornhill Parish Council

Witnessed by \_\_\_\_\_

of (Address) \_\_\_\_\_

Signed by or for and on behalf of Cornhill Community Action

\_\_\_\_\_ Chairman of Cornhill Community Action

Witnessed by \_\_\_\_\_

of (Address) \_\_\_\_\_