

AGREEMENT FOR LEASE OF COMMERCIAL PREMISES

THIS LEASE (this "Lease") dated this _____ day of _____, _____

BETWEEN:

Cornhill Community Action (a Charitable Incorporated Organisation) registered at The Village Shop
Cornhill on Tweed ("The Landlord")

OF THE FIRST PART

AND

_____ of _____

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at The Cornhill on Tweed Centre TD12 4UE
 - d. "Insurance Policies" means the insurance policy or policies maintained by Cornhill Parish Council ("the Freehold Owner") in respect of the Premises covering damage by Insured Risks, public liability for public areas and all other insurance relating to the Building as placed by the Freehold Owner from time to time, acting prudently
 - e. "Insured Risks" means fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped from such aerial devices, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood, impact by road vehicles, terrorism (to the extent that insurance against such risks may ordinarily be arranged with an insurer of good repute at reasonable commercial rates) and such other risks or insurance as may from time to time be reasonably required by the Freehold Owner
 - f. "Common Areas and Facilities" means:
 - i. those portions of the Building, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including the Community Space (unit 8), the public entrance area and the toilets (unit 7); exterior weather walls and roofs; the fire alarm and intrusion alarm systems; maintenance, cleaning and operating equipment serving the Building and

- ii those external lands, areas, equipment and installations which are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, and which are designated from time to time by the Landlord as part of the Common Areas and Facilities including without limitation the parking areas, driveways and hard areas around the Building.

Grassed and landscaped areas designated as Cornhill Village Green together with planting and structures thereon are not part of the Common Areas but are a Public Open Space *per se*.

NB The Electrical Room and Boiler Room are accessible only to qualified persons with the Landlord's permission.

- g. "Lettable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined and calculated by the Landlord and agreed by the Tenant. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements
- h. "Premises" means that Unit of the commercial premises at The Cornhill on Tweed Centre TD12 4UE described at (2) below
- j "Proportionate Share" means a fraction, the numerator of which is the Lettable Area of the Premises and the denominator of which is the aggregate of the Lettable Areas of all rentable premises in the Building plus the area of the central Community Space
- k. "Rent" means the total of Base Rent and Additional Rent.
- l. "The Representative" means that Trustee who represents the interests of Tenants at meetings of Cornhill Community Action CIO
- m. "Tenant's Business Hours" means that period between a Tenant opening daily to the public and the same Tenant closing daily to the public as may be agreed with the Representative.

Let Premises

- 2. The Landlord agrees to let to the Tenant the commercial premises at The Cornhill on Tweed Centre TD12 4UE known as Unit ... and shown as such on the accompanying plan (The Premises") having a lettable area ofsquare metres.

The Premises will be used for any use with Landlord's agreement which in the opinion of the Landlord is beneficial to The Cornhill on Tweed Centre and to the community of Cornhill on Tweed (the "Permitted Use"). Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.

- 3. The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and plate glass, doors and door frames, suspended ceilings and the voids above them, light fittings and other landlord's fixtures and fittings.
- 4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises without the prior permission of The Representative. The Landlord may revoke any consent previously given under this clause.

Term

5. 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 the Landlord or the Tenant terminates the tenancy.

Security of Tenure

6. The Lease will be renewed automatically upon the anniversary of the Commencement Date provided that all the conditions of the Lease have been observed throughout the Term. The Landlord and the Tenant agree that sections 24 to 28 of the Landlord and Tenant Act 1954 do not apply to this Lease.

Break Clause

7. Either the Landlord or the Tenant may give to the other not less than 3 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

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of £_____ per annum for the Premises (the "Base Rent"), without set-off, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
9. The Tenant will pay the annual Base Rent to the Landlord in twelve (12) equal parts each payable on the first day of each and every month of the Term.
10. The Landlord understands that the Premises are exempt from business rates on account of their size. Otherwise the Tenant will indemnify the Landlord for all rates, taxes, assessments, duties, charges, impositions and outgoings imposed on the Premises, or any owner or occupier of it, during the Term.
11. The Landlord does not intend to register for the purpose of Value added Tax and therefore the Base Rent is not subject to Value Added Tax. VAT charged on supplies in respect of the Building is normally recoverable by the Freehold Owner. The Tenant will pay to the Landlord the amount of Value Added Tax charged to the Landlord in respect of The Premises for any supply which is subject to Value Added Tax which is not thus recoverable.
12. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Rent Review

13. On the first and every succeeding anniversary of the Commencement Date, the Base Rent shall be increased by a percentage amount equal to the change in the Consumer Prices Index for the preceding year, provided that
 - a. The Landlord and Tenant have complied with their respective obligations in this Lease;
 - b. if the Premises have been damaged, they have been fully repaired.
14. The rent review will disregard any goodwill attached to the Premises because of the Tenant's occupation and any work done to the Premises that was not done pursuant to an obligation in this Lease.
15. The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.

Service Charges

16. The Landlord will be responsible for paying the following service charges:
 - a. cleaning and janitorial services in respect of the Community Space, Toilets and Entrance area
 - b. heating and lighting of the Community Space, Toilets and Entrance area
 - c. security
 - d. exterior window cleaning
 - e. repairs and replacements to the Building and its fixtures and fittings other than fixtures and fittings supplied by the Tenant
 - f. accounting and auditing
 - g. supplies of electricity, water and propane gas to the Building.

Utilities and Other Costs

17. The Tenant is responsible for paying to the Landlord the following utilities
 - a. electricity according to the usage indicated by the meter in each Unit together with the standing charges according to the Proportionate Share
 - b. propane gas according to the Proportionate Share
 - c. water and sewerage according to the Proportionate Share
 - d. Internet access shared equally between such of the units as are occupied by Tenants.

Use and Occupation

18. The Tenant will occupy and utilise the entire Premises in the active conduct of the Tenant's business in a reputable manner throughout the Term and will open the Premises to the public for business on such days and during such hours of business as may be agreed with the Landlord through The Representative. Hours of business may be agreed on a Tenant-by-Tenant basis.
19. The Tenant may hold within the Premises an open event or trade fair outside or extending the normal hours of business.
20. With the agreement both of the Landlord and all other tenants of Premises in the Building the Tenant may make use of the Community Space for such an event or fair provided that the Community Space is cleaned and restored after such event or fair and that all the Tenant's obligations in this Lease will continue to be performed and respected.
21. The Tenant will carry on and conduct business upon the Premises in compliance with any statute which is in force now or in the future. The Tenant will ensure compliance in relation to health and safety with the proper practice recommended by appropriate authorities. The Tenant will comply with any requirement of a government department, local authority, other competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building.
22. The Tenant will not engage in any illegal trade or activity on or about the Premises.
23. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
24. The Tenant will not make or allow to be made any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

Hazardous Materials

25. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

26. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, car park and other common facilities that are provided for the use of the Tenant in and around the Building.

27. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law. In regard to fire safety the Tenant should note clause 30(d) below.

Quiet Enjoyment

28. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Provision and safety of keys

29 The Tenant will be provided with two (2) keys

- a. one key, which is exclusive and registered to the Premises, will open both the external and internal doors of the Premises and any lockable cupboard within the Premises
- b. one key, which is exclusive and registered to the Building, will open the front door, the toilet door and the cleaning cupboard but will not open any Premises.

The Tenant is responsible for the safety and security of the Tenant's keys. Lost keys will be replaced by the lock manufacturer at the expense of the Tenant.

Opening Premises to the Public

30 The Representative will appoint a Tenant from time to time to open the front door to admit the public at the commencement of the earliest Tenant's Business Hours. The Representative will likewise appoint a Tenant to ensure that no member of the public remains in the Building after the end of the latest Tenant's Business Hours and then to lock the front door.

While any member of the public may be in the Building (during the Tenant's Business Hours, the Tenant being also in the Building) the Tenant will unlock both the internal door and the external door of the Tenant's premises. This is a statutory requirement under the Building Regulations.

The toilets are provided for use of Tenants and, on request, members of the public having business with a Tenant. The toilet door will otherwise remain locked.

Tenant Equipment and Improvements

31 The Tenant may provide and use portable electrical appliances of any kind provided they are certified as to electrical safety.

32 The Tenant will obtain permission from the Landlord before doing any of the following:

- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- b. removing or adding non-load bearing walls or partitions.
- c. installing in or upon the Premises any fixed powered plant, equipment, machinery or apparatus.

The Tenant will obtain permission from The Representative before placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose.

- 33 The Tenant may not
- d. make or have made any alterations whatsoever to load-bearing elements of structure.
 - e. install or remove any part of the fixed electrical wiring, plumbing or fixed heating equipment.
 - f. affix to the exterior of the Premises any radio or TV antenna or satellite dish.

Insurance

34. The Tenant is advised and understands that the property of the Tenant is not insured by the Landlord or the Freehold Owner for either damage or loss, and neither the Landlord nor the Freehold Owner assumes any liability for any such loss. The Tenant is advised to hold a Tenant's policy of insurance in respect of Tenant's property anywhere within the Building.
35. The Tenant is responsible for insurance cover against public liability arising from the activities of the Tenant. The Freehold Owner holds Insurance Policies against public liability arising from ownership of the Building.

Assignment and Subletting

36. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Surrender of Premises

37. At the expiration of the lease term, the Tenant 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.

Distress

38. If the Tenant is in default in payment of the Rent or any other charges owed under this Lease, the Landlord may use the commercial rent arrears recovery procedure set out in Schedule 12 (Taking control of goods) of the Tribunals, Courts and Enforcement Act 2007 to take control of the Tenant's goods and sell them to recover that outstanding amount and this Lease is deemed to be terminated.

Holding Over

39. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the Term, then the Tenant will be deemed a tenant at will and will pay to the Landlord as liquidated damages an amount equal to twice the Base Rent during the period of such occupancy, accruing from day to day and subject to all the other provisions of this Lease. No tenancy will be created by implication of law and nothing in this clause will preclude the Landlord from taking action for recovery of possession of the Premises

Abandonment

40. If a Tenant fails to carry on business at the Premises during a period of thirty (30) days without the prior agreement of the Landlord, the Tenant will be deemed to have abandoned the Premises and the Lease deemed to be terminated.
- The Landlord may then enter the Premises by any means without being liable for any prosecution for such entering and without any liability for damages or for any payment of any kind whatever. The Landlord may consider any personal property belonging to the Tenant and left on the Premises to have been abandoned and the Landlord may dispose of all such personal property in any manner in compliance with the Torts (Interference with Goods) Act 1977 and incurs no liability in so doing.

The Landlord may then let the premises to a new Tenant under a new Lease.

The Landlord may hold the former Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term or until the commencement of any new Lease, whichever is the shorter.

Governing Law

41. 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

42. 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

44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
45. This Lease will extend to and be binding upon and operate to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
44. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance, neither will it affect those rights in any way.
46. All sums not being Base Rent payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
48. 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.
49. Dates and times mentioned in this Lease are significant to the operation of the Lease.
50. This Lease constitutes the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
51. The Parties do not intend for any term of this Lease to be enforceable by any person who is not a party to this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

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

on this _____ day of _____, _____

Signed for and on behalf of Cornhill Community Action (the Landlord)

_____ a trustee of Cornhill Community Action

Witnessed by _____

of (Address) _____

Signed by or for and on behalf of the Tenant

_____ (the Tenant)

Witnessed by _____

of (Address) _____