

DATA LABEL: OFFICIAL – PUBLIC

**Property Management and Development**

West Lothian Civic Centre  
Howden South Road  
Livingston  
West Lothian  
EH54 6FF

**Contact: XXXXXXXXXXXX**

Tel: 01506 281xxx

Fax: 01506 281683

Email: XXXXXX.XXXX@westlothian.gov.uk

Our Ref:

Address

Date

Dear Sir or Madam

On behalf of The West Lothian Council, (as Landlord), incorporated under the Local Government etc (Scotland) Act 1994 and having its Headquarters at West Lothian Civic Centre, Howden South Road, Livingston, EH54 6FF (and referred to as “we” or “us” in this Lease), I offer to lease the Premises to you for the Duration on the following terms:

## 1. Definitions

In this Lease:

“You” and “the Tenant” mean

- [ ], whose home address is [ ]
- The firm of [ ], which has a place of business at [ ], and whose partners are [ ], whose home address is [ ] and [ ], whose home address is [ ]
- [ ] Limited, a company incorporated under the Companies Acts with registered number [ ] and whose registered office is at [ ]

“Asbestos Register” means our assessment of any asbestos in the Premises

“the Common Parts” means all parts of the Estate which are used by more than one occupier of the Estate, and includes:

- car parking areas, access roads, service yards, gardens and landscaped areas, and any common bin store
- all pipes, cables, gutters, ducts, flues, aerials, cisterns, tanks, and all other conducting media within the Estate but not forming part of the Premises together with all meters and other apparatus used in connection with them (except any items which exclusively serve one occupier)
- all boundary walls, fences and gates

“the Date of Entry” means [ ]

“**the Duration**” means the period from the Date of Entry to [ ] inclusive, and continuing on a monthly basis until either you or we give the other party at least one month’s notice of their intention to end this Lease on the last day of a calendar month.

“**the Estate**” means the area shown [ ] on the annexed plan

“**Insured Risks**” means fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipes, impact, impact own vehicle, water discharged or leaking from any automatic sprinkler installation and terrorism.

“**the Permitted Use**” means any use within Classes 4, 5 and/or 6 of the Town & Country Planning (Use Classes) (Scotland) Order 1997

“**the Premises**” means [ ] shown hatched on the annexed plan; together with [*refer to any right of access*]

“**the Photographic Schedule**” means the photographic schedule annexed and signed as relative to this offer to lease

“**the Rent**” means £[ ] each month, excluding VAT, or such higher amount as may be substituted by us (after giving you at least one month’s notice of our intention to increase the rent)

“**the Rent Commencement Date**” means [ ]

“**the Rent Deposit**” means [ ]

“**the Repairing Standard**”

- [means good order and repair]
- [no worse a condition than shown in the Photographic Schedule]

“**the Tenants Handbook**” means the handbook for tenants of industrial properties held on monthly leases, which we gave you at the start of this Lease

## 2. Peaceful Occupation

You have an exclusive right to occupy the Premises for the Duration, and a right, together with the other occupiers in the Estate, to use the Common Parts. This is subject to any existing rights which we or other parties may have to run pipes, cables or other service media through, under or over the Premises, or to enter the Premises for the purpose of maintenance or inspection of such service media or other property.

## 3. Rent

Starting on the Rent Commencement Date, you must pay the Rent (and any VAT payable on the Rent) to us on the first day of each month. The rent must be paid by direct debit, and you must ensure that there is a valid direct debit mandate in force with your bank.

## 4. Rent Deposit

You must pay us the Rent Deposit on or before the Date of Entry. At the end of the Duration, we will refund the Rent Deposit to you, after deducting any Rent or other sums payable by you to us under the Lease, including any amount which you need to pay us under Clause 11 or in respect of any breach of this Lease.

## 5. Suspension of Rent

Subject to the following, if the Premises are damaged (so that you are unable to use the Premises for the Permitted Use) or destroyed by an Insured Risk then either you or we may terminate the lease by giving notice to the other party. Otherwise, the Lease will continue, but we will suspend the Rent, or a fair proportion of it (calculated by us), until the Premises are fit for use. If the damage was caused by your negligence, or the negligence of someone for whom you are legally responsible, then the Rent will only be suspended to the extent that the damage was not caused by such negligence.

## **6. Interest on Late Payment**

If you do not pay the Rent on the date when it is due, or you do not pay any other sum due to us within ten working days after we ask you for payment, then you must pay us interest on the overdue sum. The rate of interest shall be 4% above Bank of Scotland plc's base lending rate, and will be calculated on a daily basis on the unpaid sum from the date when payment was due until the date we receive payment.

## **7. Outgoings**

You must pay all rates, taxes and other outgoings which are payable during the Duration by the owner or occupier of the Premises. You do not require to pay any tax (other than VAT) payable as a result of us receiving the Rent or other sums payable under the Lease, or any tax arising from us selling the Premises.

## **8. Statutory Compliance**

You must comply with all Acts of Parliament and other laws and regulations made by any public, local, or statutory authority relating to the Premises and the use of the Premises. You must not do anything which would result in a cost to us under any such laws. You must comply with all conditions in the title deeds of the Premises.

You must tell us as soon as possible in writing:

- if you receive any notice, order or direction which relates to the Premises
- if the Premises are damaged or anything happens which increases the risk of the Premises being damaged
- if anything happens which may result in a claim relating to the Premises

## **9. Use**

You must:

- start trading from the Premises within one month of the Date of Entry
- use the Premises only for the Permitted Use
- comply with the Tenants Handbook and all other reasonable management regulations notified by us to you
- keep all electric, water and gas appliances and installations in the Premises in good and safe working order, and if there are gas appliances in the Premises maintain an annual service agreement with a Gas Safe registered engineer. We shall be responsible for replacement of appliances and installations only where it is uneconomic to repair them and only if an annual service agreement has been in place.

You must not:

- leave the Premises unoccupied for any period longer than one month.
- do anything on or around the Premises which is liable to cause a nuisance to neighbours or to us, or which is liable to cause damage to the Premises or to neighbouring Premises.
- display or store goods or other articles outside the Premises, carry out retail trade from the Premises, or trade outside the Premises.

We do not guarantee that the Permitted Use is permitted by the planning permission for the Premises.

## **10. Insurance**

We will insure the Premises (apart from the exclusions listed below) in our name throughout the Duration against the Insured Risks, and any additional risks we wish to insure against. The insurance will be for the

reinstatement value of the Premises (including demolition costs and professional fees) as assessed by our Property Manager. The insurance policy will have a general endorsement of your interest. If damage is caused to the Premises by a risk covered by our insurance policy, then unless this Lease is terminated as described in Clause 5, we will spend all insurance monies received under our policy on reinstating the Premises.

Our insurance policy will not cover (i) loss of or damage to the Premises or to its contents in the course of theft or attempted theft, or (ii) damage to any glass or (iii) loss of or damage to tenant's improvements or tenant's fixtures and fittings. You must maintain insurance against those risks and for third party liability as occupier throughout the Duration, with our interest endorsed, and exhibit the policy or policies to us on demand. You must spend all insurance monies received under your policy or policies in relation to the loss of or damage to the Premises or any part of the Premises on reinstating such loss or damage and make up any shortfall yourself.

You must not do anything which would make either our or your insurance policy void, or would increase the premium paid by the council.

### **11. Repair**

You accept the state of repair of the Premises on the Date of Entry as being in accordance with the Repairing Standard and sufficient for the Permitted Use. We will be responsible for maintenance of the Common Parts and the following parts of the Premises (a) the roof and external structure (b) external drains, gutters and downpipes and (c) external pipes and wiring for the supply of water, gas and electricity. You must keep the remainder of the Premises, its fixtures and fittings, and all permitted additions to the Premises, in no worse condition than the Repairing Standard throughout the Duration. If any damage is caused by a risk covered by our insurance policy, you will only need to carry out the repairs if our insurance company has refused all or part of our claim because of something you or somebody you are responsible for has done or failed to do. At the end of the Duration you must repair any damage caused by the removal of your fixtures, and leave the Premises clean, tidy, and in a suitable condition for immediate occupation and use by another tenant. If you fail to leave the Premises in the condition you are required to, you must pay to us on demand the cost which we would incur in putting the Premises into the required condition, and we may use the Rent Deposit to pay for the costs incurred.

If we become aware that there are any defects in the Premises for which you are responsible, we may serve a notice on you requiring the defects to be repaired within two months or sooner if we require. If you fail to comply with such a notice then we shall be entitled to enter the Premises and carry out the work. You must pay us on demand the costs of such repairs.

### **12. Asbestos**

We will provide you with a copy of the Asbestos Register, which you must keep safely in the Premises. You must ensure that no works are carried by anyone on the Premises until they have given you written confirmation that they have read the Asbestos Register, that their works will not disturb any asbestos in the Premises, and that their proposed works do not present a risk of exposure to asbestos.

### **13. Assignment**

You must not assign your interest in this Lease in whole or in part, or sublet the Premises in whole or in part, or share occupation of the Premises.

### **14. Alterations**

You must not carry out any alterations to the Premises, or put up any signage, without first obtaining our consent as landlord.

If we permit you to make alterations, then at the end of the Duration you must remove the alterations and make good any damage caused by their removal. In the event that the council decides that any alterations may remain you will not be entitled to any compensation.

## **15. Our Rights of Entry**

We are entitled to enter the Premises at any reasonable time after giving you reasonable prior notice. We are entitled to enter the Premises at any time in the case of an emergency. Our rights of entry extend to all persons whom we have authorised to carry out work on our behalf. We are entitled to take entry for the following purposes:

- to monitor or review the assessment of asbestos in the Premises and to inspect the Asbestos Register
- to examine the state of repair of the Premises or any neighbouring property
- to carry out a valuation of the Premises
- to carry out work which we are required or entitled to carry out to the Premises or any neighbouring property
- to check whether you are complying with the terms of this Lease
- to put up "To Let" notices on the Premises (so long as they do not obscure the windows or signage)
- to carry out surveys and/or repairs

When we are on the Premises we will cause as little inconvenience to you as reasonably possible.

## **16. Termination of Lease**

If at any time during the Duration:

- the Rent is in arrears, or
- you are in breach of any of your obligations under this Lease,

then we will be entitled to terminate this Lease, and it will be lawful for us to repossess the Premises.

Provided that, in the case of the Rent being in arrears or there being another breach of the Lease which you may be able to remedy, we will not be entitled to terminate the Lease until we have sent a notice to you giving you a period of 14 days to remedy the breach, and you have failed to comply with such a notice.

## **17. Notices**

Any notice, request or consent made under this Lease must be in writing. A notice sent by us to you shall be sufficiently served if it is delivered to or sent by Recorded Delivery to the Premises or to your address as stated above (or to a new address which you have given us notice about). A notice sent by you to us shall be sufficiently served if it is delivered to or sent by Recorded Delivery to us at our Headquarters, marked for the attention of our Chief Solicitor. If a notice has been sent by Recorded Delivery, it will be assumed to have been served 48 hours after the time of posting (excluding weekends and public holidays).

## **18. Costs**

You must pay to us on demand:

- the cost of registering this Lease in the Books of Council and Session and obtaining three extracts.
- the reasonable costs of our Legal Services and Property Management and Development departments in connection with any request for consent made under this Lease
- our costs in connection with any action we need to take against you because you have not made payment on time or have breached any other provisions of this Lease

