

DATED

2006

FITZWILLIAM (MALTON) ESTATES

-and-

COUNTERPART/

TENANCY AGREEMENT

relating to

A N A G R E E M E N T dated
between

2006

(1) 'THE Landlord': **Fitwilliam (Malton) Estate**
of The Estate Office, Old Maltongate, Malton,
North Yorkshire YO17 7EG

(2) 'THE Tenant': the person named in the Schedule

1 IN exchange for the obligations undertaken by the Tenant:

1.1 THE Landlord lets the property described in the Schedule ('the property') with the rights and subject to the reservations described in the Schedule to the Tenant for the period described in the Schedule ('lease period') on the Tenant agreeing to pay rent at the rates set out in the schedule ('basic rent')

2 THE Tenant agrees with the Landlord:

2.1 TO pay the basic rent on the dates shown in the Schedule

2.2 TO pay promptly to the authorities to whom they are due all rates taxes and outgoings relating to the property

2.3 TO allow the Landlord, on giving at least seven days' notice (but without notice in case of emergency), to enter the property to inspect the state of it and if necessary carry out work on the Landlord's adjoining properties

2.4 TO keep the interior wall facings and doors and all window glass of the property in the same state and condition as at the commencement of the tenancy

2.5 NOT to alter or add to the property nor allow anyone else to do so

2.6 NOT to act in a way which will or may result in the insurance of the property being void or voidable, or in the premium for it being increased, nor to allow anyone else to do so

2.7 NOT to use the property, or any part of it, except for the use allowed as shown in the Schedule ('use allowed'), nor to allow anyone else to do so

2.8 NOT to display any notice or advertisement either on the outside of the property or visible from outside it without the Landlord's written consent

2.9 NOT to assign underlet part with or share possession of the whole or any part of the property

2.10 TO pay all expenses (including legal and surveyors' fees) which the Landlord incurs in preparing and serving:

- (i) a notice under Section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order
- (ii) a schedule of dilapidations recording failure to give up possession of the property in the appropriate state of repair when this agreement ends

2.11 DURING the tenancy as the Landlord wishes to let the premises to permit a notice to be affixed to the front of the premises intimating that they are to be let and to permit persons with written orders from the Landlord or his Agent to view them during reasonable hours in the daytime

2.12 TO pay within 14 days of demand by way of insurance rent 50% of the premium laid out by the Landlord in insuring the building of which this property forms part

2.13 TO pay a fair proportion (to be conclusively determined by the Agent of the Landlord) of the expenses incurred by the Landlord in maintaining the structure and external elevations of the building of which the property forms part

2.14 WHEN the lease ends, to return possession of the property to the Landlord, leaving the property in the state in which this agreement requires the Tenant to keep it

3 THE Landlord agrees with the Tenant:

3.1 SO long as the Tenant does not contravene any terms of this agreement, to allow the Tenant to possess and use the property without interference from the Landlord, anyone who derives title from, or any trustee for, the Landlord

3.2 TO insure the building of which the property forms part against loss or damage by fire and such other risks and special perils as the Landlord reasonably considers necessary

4 THE parties agree:

4.1 THE Landlord is entitled to forfeit this agreement by entering any part of the property whenever the Tenant:

- (i) has not complied with any obligation in this agreement
- (ii) when an individual: is, are, or one is, adjudicated bankrupt or an interim receiver is appointed of the property of the Tenant, Tenants or one of them

The forfeiture of this agreement does not cancel any outstanding obligation which the Tenant owes the Landlord

4.2 WHENEVER there is more than one tenant, all their obligations can be enforced against all of the tenants jointly and against each individually

4.3 ANY obligation to pay money refers to a sum exclusive of value added tax ('VAT') and any VAT charged on it is payable in addition

4.4 INTEREST is payable on any sum due under this agreement which is paid late at the rate of 4% above National Westminster Bank Plc base rate from the date the payment was due until the date it is made

4.5 THE rules as to the service of notices in Section 196 of the Law of Property Act 1925 apply to any notice given under this agreement

SIGNED by)
)
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SCHEDULE

1. The Tenant is
of
2. The Property is
3. The Tenancy commences on XX and ends on XX
4. Basic Rent £X payable by (X equal instalments of £X on the commencement of the Tenancy and on the same day one month thereafter)
5. Use allowed The retail sale of X