

**DATED**

**2013**

**MILTON (PETERBOROUGH) ESTATES COMPANY  
T/A FITZWILLIAM (MALTON) ESTATES**

- and -

**T E N A N C Y   A G R E E M E N T**

relating to

Malton North Yorkshire

**Ware & Kay LLP  
Solicitors  
York**

Between

- (1) 'THE Landlord': **MILTON (PETERBOROUGH) ESTATES COMPANY** T/A Fitzwilliam (Malton) Estates 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:

2.1.1 TO pay the basic rent by equal quarterly instalments in advance on the 6th January 6th April 6th July and 6th October in each year without any deduction \*the first payment in respect of the period from the commencement of the tenancy to the end of the next complete quarter thereafter being payable on the signing hereof

2.1.2 TO pay by way of insurance rent such sum as is equivalent to the premiums laid out by the Landlord from time to time during the tenancy in insuring the property or in the case of part of a building the appropriate proportion of the premium as determined by the Landlord such sum to be paid within 14 days of demand

2.1.3 TO pay the Service Charge provided for in the Service Charge Agreement (if any) and to abide by the terms of such Agreement

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

*[NOTE: delete one alternative of 2.4. If both deleted then re-number thereafter]*

*\*2.4 TO keep the exterior, interior wall facings and doors and all window glass of the property all mains services and any Landlord's fixtures in good repair*

*\*2.4 TO keep the interior including all window glass of the property all mains services and any Landlord's fixtures in good repair*

2.5 TO decorate the inside \* *and outside* of the property whenever it is reasonably required, on each occasion using the type of finish used previously but only using such colours as have previously been approved in writing by the Landlord's Agent

2.6.1 NOT to make any alterations or additions to the property or to the fixtures and fittings therein except with the prior consent in writing of the Landlord

2.6.2 NOT to install or retain within the property any air conditioning heating or ventilation system without the Landlord's prior written approval to the type and location of equipment to be used

2.7.1 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

2.7.2 TO insure and keep insured throughout the term in the full value thereof all fixed glass in the property and to apply all insurance monies received in respect thereof and make-up any shortfall out of the Tenant's own monies but not to insure any other part of the property

2.7.3 TO keep in force throughout the tenancy insurance against third party public liability and occupiers liability with an insurance company of repute and to produce to the Landlord or its authorised representative on request the policies and evidence of payment of the premium

**PROVIDED** in the case of both clause 2.7.2 and 2.7.3 above if the Tenant fails to insure the Landlord may effect such insurance and recover the premium and any costs incurred by the Landlord from the Tenant as rent in arrear

2.8 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

2.9 NOT to display any notice or advertisement either on the outside of the property or visible from outside it

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

2.11 DURING the last six months of the lease period, to allow the Landlord to fix a notice to the outside of the property announcing that it is for sale or to let

2.12 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

- (iii) in the recovery of any sum due to be paid by the Tenant to the Landlord
- (iv) in taking any action by way of Court proceedings or otherwise to prevent a continuing breach of any of the tenant's covenants herein contained

2.13.1 NOT to load or unload vehicles except in the parts of the areas ("the Service Areas") (if any) designated by the Landlord for such purpose (and for the avoidance of doubt not to load or unload vehicles on the footpath or roadway at the front of the property once Service Areas have been designated)

2.13.2 IN the course of loading or unloading to comply with all reasonable requirements and regulations of the Landlord including any restrictions from time to time reasonably imposed by the Landlord as to the weight or length or width of vehicles permitted to use the Service Areas and not to cause any unnecessary obstruction nor allow any vehicle to remain standing for any period longer than is reasonably necessary for the delivering or taking away of goods from the property

2.14.1 TO keep the interior of the property where directly visible to the public attractively laid out and furnished with goods well displayed and to keep any display windows or showcases of and in the property adequately and attractively dressed

2.14.2 UNLESS prevented by any regulation or requirement of a competent statutory or local authority or by any interruption in the supply of electricity to keep all display windows of the property well lit from not later than 8 am until at least midnight on each day of the week

2.14.3 NOT less than once in each week during the term to clean the inside and outside of the windows and the shop front of the demised premises and at all times during the term to keep the footpath outside and co-extensive with the demised premises clean and free from litter and if the Lessee shall fail to comply with the provisions of this clause the Landlord may appoint contractors to carry out the outside work and charge the reasonable cost thereof to the Tenant which charge shall be recoverable as rent in arrear

2.15 WHEN the lease period 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 THE Landlord will insure the property during the tenancy against fire and such other perils as the Landlord deems appropriate

**4** THE parties agree:

4.1 IF fire or accidental damage renders the property unfit for the use allowed for at least one month, either party may end this agreement at the end of any month by giving the other one month's notice within six months of the damage occurring

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

- (i) is twenty one days late in paying any rent, even if it was not formally demanded
- (ii) has not complied with any obligation in this agreement
- (iii) 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
- (iv) when a company: it or one of them goes into liquidation, unless that is solely for the purpose of amalgamation or reconstruction when solvent, an administrative receiver of it is appointed or an administration order is made in respect of it

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

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

4.4 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

4.5 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

4.6 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 **RODERICK JOHN** )  
 )  
**GRAEME BUSHELL** duly authorised )  
 )  
to sign on behalf of the Landlord )

**SIGNED** by

)

)

)

## SCHEDULE

1. The Tenant is \_\_\_\_\_ of
2. The Property is shown edged red on the attached plan
3. The tenancy commences on \_\_\_\_\_ and ends on \_\_\_\_\_
4. Basic Rent

During the lease period the basic rent is as follows:

First year:           £           a year

Second year:       £           a year

Third year:         £           a year

5. Use allowed
6. Rights:

