

DATA LABEL: OFFICIAL – PUBLIC

Property Management and Development

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

Contact: XXXXXXXXXXXX

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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

- o [], whose home address is []
- o The firm of [], which has a place of business at [], and whose partners are [], whose home address is [] and [], whose home address is []
- o [] 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 Building**” means []

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

- the ground on which the Building stands, car parking areas, access roads, service yards, gardens and landscaped areas, the roof and all structural parts of the Building, and any common bin store
- all pipes, cables, gutters, ducts, flues, aerials, cisterns, tanks, and all other conducting media together with all meters and other apparatus used in connection with them (except any items which exclusively serve one occupier)

- (where the following items are for the benefit of more than one occupier of the Building) any reception area and entrances, toilets, hallways, fire escapes, passageways and stairs (including all wall and floorcoverings, ceilings,)
- the fire alarm and/or fighting systems and lighting systems and heating systems (including boilers) air conditioning and extract systems, and lifts, so far as such systems are common to the Premises and other parts of the Building
- all boundary walls, fences and gates

“**the Date of Entry**” means []

“**the Duration**” means the period from the Date of Entry to [] inclusive

“**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 []

“**the Premises**” means [] shown [] on the annexed plan; together with []

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

“**the Relevant Proportion**” means [], except in relation to all costs relating to lifts, where the Relevant Proportion means []

“**the Rent**” means £[] each year, excluding VAT

“**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 Service Charge**” means our reasonable estimate of the cost of providing the Services for each Service Charge Year

“**the Service Charge Year**” means 1 April to 31 March

“**the Services**” means

- providing insurance as set out in Clause 11
- maintaining, repairing and where necessary replacing and rebuilding the Common Parts
- decorating, cleaning, heating and lighting the Common Parts
- installing, maintaining, running and renewing such equipment and systems, furnishings, fixtures and fittings of ornament or utility in use for the common benefit of the occupiers of the Building, in, on or forming part of the Common Parts as may be reasonably necessary
- providing such staff as may be reasonably required for the efficient care, security, management and administration of the Common Parts and the carrying out of the Services
- paying all rates, taxes and other charges imposed on the Common Parts (whether on the owner or occupier) or upon the Services and all meter rents and charges for the supply of water, gas, electricity, telephone and any other services or amenities to the Common Parts.
- doing or providing all other services or things and the making of any other payment which may reasonably be necessary for providing the Services or the reasonable care and maintenance of

the Common Parts or which in the reasonable opinion of the Landlords are necessary or desirable for the good management and order of the Building.

“the Tenants Handbook” means the handbook for tenants of properties held on Full Repairing and Insuring 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. 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 in equal monthly instalments 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 12 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. Service Charge

Starting on the Date of Entry, you must pay the Relevant Proportion of the Service Charge (and any VAT payable on the Service Charge) to us by direct debit in equal monthly instalments on the first day of each month. As soon as practicable following the end of each Service Charge Year, we shall calculate the actual expenditure on the Services for that Service Charge Year. If there is a shortfall in the amount of Service Charge which you have paid for the Service Charge Year, we shall be entitled to collect that amount by direct debit not less than ten working days after giving notice to you of the relevant amount. If there is a surplus, we shall refund the relevant amount to you.

7. Interest on Late Payment

If you do not pay the Rent, Service Charge or insurance premium 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.

8. 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.

9. 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

10. 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

You must not:

- cease trading from the Premises for any period longer than one month during each year.
- 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, or trade outside the Premises.

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

11. Insurance

We will insure the Premises (excepting the matters set out at (c) 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, plus an amount equivalent to two years' Rent. The insurance policy will have a general endorsement of your interest. You must pay to us on demand the premiums for the insurance arranged by us.

If damage is caused to the Premises by a risk covered by our insurance policy:

- (a) You must pay to us on demand the amount equivalent to the excess under the insurance policy
- (b) We will spend all insurance monies received under our policy (other than those for loss of rent) on reinstating the damage caused to the Premises.
- (c) 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 plate 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.

12. 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. You must keep 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.

13. 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.

14. Assignment

You shall only be entitled to assign the whole of your interest in this Lease, and only after obtaining our consent. We shall not unreasonably withhold consent to such a request.

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

15. 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 leave the alterations in place, unless we have given you notice that you must remove any of the alterations. If we do give you such a notice at least 40 days before the end of the Duration, then before the end of the Duration you must remove the alterations specified in the notice and make good any damage caused by their removal.

16. 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

- to carry out a valuation of the Premises
- to carry out work which we are required or entitled to carry out
- to check whether you are complying with the terms of this Lease
- to put up "To Let" notices on the Premises within the final year of the Duration (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.

17. 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, or
- you become apparently insolvent, are sequestrated, or go into liquidation (except for amalgamation or reconstruction of a solvent company) or receivership or administration

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 reasonable period to remedy the breach (which in the case of arrears of Rent is 14 days), and you have failed to comply with such a notice.
- in the case of your going into liquidation, receivership, administration or being sequestrated, if the liquidator, receiver, administrator or trustee in sequestration accepts personal responsibility for your liabilities under this Lease then we will allow them a period of three months to dispose of your interest in this Lease, and we will only be entitled to terminate this Lease if they have failed to do so

18. 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).

19. 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

20. Consent to Registration

We and you agree to the registration of this Lease in the Books of Council and Session for preservation and execution

