

NORTHERN TRUST COMPANY LTD

Particulars of Short Business Letting

AGREEMENT DATE

PARTIES

(1) NORTHERN TRUST COMPANY LIMITED ("the Landlord") whose registered office is at Lynton House, Ackhurst Park, Chorley, Lancashire PR7 1NY

(2) _____
of /having its registered office at _____

("the Tenant")

THE PROPERTY

Unit No. _____ ("the Property") on the Landlord's _____ Estate ("the Estate")
at _____ as more particularly
shown on a master plan ("the Master Plan") at the office of the Landlord

THE TERM

Three years from _____ ("the Term Start Date") but determinable as set out in Clause 4

RENT

(a) The Principal Rent - £	per month (Year 1), £	per month (Year 2), £	per month (Year 3)
(b) The Maintenance Rent - £	per month (subject to clause 5.7)		
RENT DEPOSIT - £	(to be repaid to the Tenant in accordance with Clause 5.6)		

SPECIFIED USE

Office/Light Industrial/Warehousing _____ ("the Specified Use")

OTHER TERMS

BY this Agreement it is agreed between the parties specified above as set out on pages 2, 3 and 4 AS WITNESS the hands of the parties on the Agreement Date

Signed by and on behalf of the Landlord

Name (Print)

As witnessed by

Name (Print)

Address:

Signature

LANDLORD

Signature

WITNESS

Signed by and on behalf of the Tenant

Name (Print)

As witnessed by

Name (Print)

Address:

Signature

TENANT

Signature

WITNESS

1. THE Landlord lets and the Tenant takes the Property Together with the Landlord's fixtures and fittings in the Property EXCEPTING AND RESERVING to the Landlord and all persons authorised by it
 - (a) free and uninterrupted use for all services or supplies for the remainder of the Estate of all common drains pipes wires and cables in or over the Property
 - (b) the right to enter the Property to make repairs alterations or additions to any other property of the Landlord and/or to decorate the exterior of the Property including the exterior of the doors and windows
 - (c) the right to build upon alter or otherwise use the land or buildings adjoining the Property as the Landlord sees fit notwithstanding any interference with the access of light or air to the Property

TO HOLD for the Term paying in advance and without deduction or set-off during the Term on the first day of each calendar month :-

- (i) the Principal Rent
- (ii) the Maintenance Rent and
- (iii) as a Further Rent any Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) payable on the Principal Rent or the Maintenance Rent

All rents to be apportioned as necessary on a daily basis in respect of any part of a calendar month

THE TENANT'S OBLIGATIONS

2. THE Tenant agrees as follows :-
 - 2.1 To pay the said rents on the first day of each calendar month and to authorise the Landlord's Agents directly to debit the Tenant's bank account from time to time with the said rents as they fall due
 - 2.2 If any of the said rents or other sums payable by the Tenant hereunder shall be due but unpaid for seven days to pay to the Landlord on demand interest at 3% above the base lending rate from time to time of the Royal Bank of Scotland PLC on such outstanding amount from the due date until payment (whether before or after any judgement)
 - 2.3 To pay to the Landlord all Value Added Tax (and/or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable on the said rents or any other payments payable by the Tenant under this Tenancy at the same time as the rent or other payment on which it is charged
 - 2.4 To pay all rates (including business rates) taxes and outgoings charged or imposed on the Property
 - 2.5 Pay all charges for all water gas electricity telephone and other services
 - 2.6 To comply with all Acts of Parliament, orders, regulations, bye-laws, rules, licences and registrations affecting the Property or authorising or regulating how the Property is used and to obtain, renew and continue any licence or registration which is required.
 - 2.7 To give to the Landlord a copy of every notice or order or proposal for a notice or order made or served under any statute order regulation or bye-law on the Tenant or the Property immediately once it is received by the Tenant
 - 2.8
 - (i) To keep the interior of the property (including the interior finishes of the wall and ceilings and the whole of any suspended ceilings) and the Landlord's fixtures and fittings therein in good repair
 - (ii) To keep the internal and external doors and windows of the property and the frames and operating mechanism thereof and the glass therein in good repair
 - (iii) To keep the floor slab and any drains within the building on the property in good repair
- (damage by any risks against which the Landlord has insured excepted unless such insurance shall have been rendered void by the act or default of the Tenant or its employees agents or invitees)
- (iv) In the last three months of the Term (howsoever determined) to decorate all those parts of the interior of the Property previously painted (including the interior surfaces of the external doors and window frames) in a proper and workmanlike manner using only good quality paint and in colours approved by the Landlord such approval not to be unreasonably withheld or delayed
 - (v) Where the Tenant is in breach of any of the preceding sub-clauses 2.8(i) (ii) (iii) and (iv) the Landlord may enter the Property and carry out the necessary remedial work and the Tenant must pay the cost of it to the Landlord on demand together with any associated professionals fees
 - (vi) At the end of the Term to have the electric wiring and all electric apparatus and machinery in the property inspected by a qualified electrician and to provide to the Landlord a NICEIC or IEE Certificate from such electrician confirming such electric wiring apparatus and machinery is in good and safe working order
 - (vii) At the end of the Term to have any gas appliances in the Property tested by a corgi registered gas engineer and to provide to the Landlord a certificate from such engineer confirming such appliances are in good and safe working order
 - (viii) To pay the Landlord on demand the uninsured excess in the connection with any insurance claim made by the Landlord in respect of damage to those parts of the property specified in the sub-clauses 2.8 (i) (ii) (iii)
 - (ix) When this tenancy ends the Tenant is to return the property to the Landlord in such good repair and properly decorated and maintained as herein required and (if the Landlord so requires) remove anything the Tenant fixed to Property and make good any damage which that causes

- 2.9 (i) Not to make any internal or external alterations or additions to the Property without the prior written consent of the Landlord and to remove any unauthorised alterations or additions on demand
- (ii) Where the Tenant is in breach of sub-clause 2.9 (i) the Landlord may enter the Property and remove the unauthorised alterations or additions and reinstate the Property and the Tenant must pay the cost thereof to the Landlord on demand
- 2.10 To permit the Landlord or its Agents at any time during normal business hours to enter the Property for the purposes of inspecting it
- 2.11 Promptly to make good to the satisfaction of the Landlord any wilful or accidental damage to the Property or the Estate caused by the Tenant or its employees agents or licensees and to indemnify the Landlord against all actions claims liabilities costs and expenses incurred or suffered by the Landlord as a result of such damage
- 2.12 To use the Property only for the Specified Use operated in such a manner as to prevent what is in the opinion of the Landlord any nuisance or annoyance to it or its other Tenants or the neighbourhood in general
- 2.13 Not to accumulate or store any rubbish or scrap on the Property or the Estate or store goods or materials outside in the open air and to pay to the Landlord upon demand any costs incurred by the Landlord in removing any rubbish scrap goods or materials accumulated or stored on the Property and/or the Estate in contravention of this prohibition and to comply with any regulations issued by the Landlord
- 2.14 Not to make any planning application or implement any planning permission in respect of the Property without the prior written consent of the Landlord
- 2.15 Not to cause any blockage of the drains and sewers of the Estate or permit any oil grease or other deleterious matter to enter such drains or sewers or any toxic contaminative hazardous or dangerous substance to be in on or to escape or to be discharged from the Property and at all times to keep the Landlord indemnified from and against all actions claims liabilities costs (including clean up costs) and expenses incurred or suffered by the Landlord by reason of a contravention of this prohibition
- 2.16 Not to do or permit or suffer to be done anything which may vitiate any policy of insurance affected by the Landlord in respect of the Property and/or the Estate or increase the rate of any premium payable for the same
- 2.17 To comply with all requirements and recommendations of the Landlord's insurers and the fire officer in relation to the Property
- 2.18 Not to remove any of the Landlord's fixtures and fittings
- 2.19 Not to park vehicles on the Estate except in car parks as directed by the Landlord and not to obstruct any Estate roads service areas or car parks
- 2.20 Not to charge assign underlet or part with or share possession or occupation of the Property or any part thereof
- 2.21 Not to display any notice or advertisement on the Estate (except a sign on the Property previously approved by the Landlord bearing the Tenant's name and/or business name)
- 2.22 To give the Landlord or their representatives upon request a copy of the Tenants insurance policy in respect of their business/contents insurance
- 2.23 (i) To pay the Landlord's reasonable legal costs and/or administration costs (if any) incurred in preparing this Agreement and/or processing an application for Landlord's approval to any matter whether consent is given or not.
- (ii) To pay to the Landlord on demand on an indemnity basis all legal and surveyors fees incurred by the Landlord for the purpose of or incidental to the preparation and service of :-
- (a) A Notice under Section 146 of the Law of Property Act 1925 requiring the Tenant to remedy a breach of any of its obligations herein notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court
- (b) any schedule relating to wants of repair or decoration to the Property whether served during or after the termination of the Term
- 2.24 To permit the Landlord
- (i) to hold and process personal data received from the Tenant in accordance with the Data Protection Act 1998 and for the purposes of carrying out its rights and obligations under the Agreement
- (ii) to share such personal data with third parties whom the Landlord believes may be in a position to offer goods or services which would be of interest to the Tenant. The Tenant may withdraw this agreement by sending written notice to the Landlord at any time

3. THE LANDLORD'S OBLIGATIONS

- 3.1 If the Tenant duly pays the Principal Rent and the Maintenance Rent and the said further rent and observes the terms of this Agreement the Tenant may enjoy the Property while this Agreement continues without interruption by the Landlord
- 3.2 To provide the services specified in The Schedule hereto except where prevented by circumstances beyond its control

4. **OPTION TO BREAK**

THE Landlord may terminate this Agreement on not less than six months written notice to the Tenant expiring at any time and the Tenant may terminate this Agreement on not less than three months written notice to the Landlord expiring at any time

5. **GENERAL**

5.1 In this Agreement :-

- (i) "the Landlord" has the meaning set out in the Particulars of Short Business Letting and includes the reversioner and others for the time being entitled to the rents payable hereunder
- (ii) "the Tenant" has the meaning set out in the Particulars of Short Business Letting and includes those deriving title under the Tenant
- (iii) "the Property" "the Estate" "the Master Plan" "the Term" "the Principal Rent" "the Maintenance Rent" "Rent Deposit" "Term Start Date" and "Specified Use" have the respective meanings set out in the Particulars of Short Business Letting

5.2 This Tenancy comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever :-

- (a) Payment of any of the said rents is seven days overdue even if it was not formally demanded
- (b) The Tenant is in breach of any of the agreements by it in Clause 2 hereof
- (c) The Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed
- (d) The Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver or an administrator appointed or has an administration order made in respect of it

The forfeiture of this Tenancy does not cancel any outstanding obligation of the Tenant or the Guarantor

5.3 Whenever more than one person or company is the Tenant their obligations can be enforced against all or both of them jointly and against each individually

5.4 Subject to the Landlord and Tenant Act 1954 s. 38 (2) the Tenant shall not be entitled to any compensation under the said Act (or any amendment or re-enactment thereof) on quitting the Property

5.5 If the Property shall be destroyed or rendered unfit for occupation or use by damage covered by the insurance effected by the Landlord then (unless such insurance shall have been rendered void by the act or default of the Tenant or its employees agents or invitees) a just proportion (to be finally determined by the Landlord) of the Principal Rent and the Maintenance Rent shall cease until the Property has been made fit for occupation and use

5.6 The Landlord acknowledges receipt of the Rent Deposit which save as hereinafter provided will be repaid to the Tenant upon the termination of this Tenancy and the Tenant vacating the Property PROVIDED ALWAYS that if the Tenant is ever in breach of any of the agreements on its part contained in Clause 2 hereof the Landlord shall be entitled to appropriate and use the whole or such part of the Rent Deposit as may be required by it to remedy the said breach

5.7 The Maintenance Rent shall be such sum as is fixed by the Landlord from time to time

THE SCHEDULE *The Services*

1. (a) The insurance of the Property
- (b) Insurance against loss to the Landlord resulting from cessation of rent under Clause 5.5 hereof limited in the aggregate amount of two years Principal Rent and Maintenance Rent
2. The repairing and rebuilding of the following parts of the property
 - 2.1 Foundations (excluding the floor slab)
 - 2.2 Roof
 - 2.3 Outside Walls
 - 2.4 All structural parts (excluding the interior finishes of the walls and ceilings)
 - 2.5 All drains outside the property
3. The decoration of the exterior of the Property including the exterior of the doors and windows
4. The repairing rebuilding cleansing decorating insuring and lighting (where lights exist) of the following parts of the Estate used in common with the Landlord all authorised persons and other occupiers for the time being of the Estate or subject to party rights in favour of the owners of land adjoining the Estate viz :
 - (a) walls fences gates sewers drains watercourses conduits channels sanitary apparatus pipes wires cables roads passageways footpaths car parks subways road-signs street-lamps gardens embankments and open spaces
 - (b) any other things on the Estate so used in common or so subject to party rights
5. The provision of such other services on the Estate as the Landlord may deem desirable in the interests of good estate management