

# CITY OF LINCOLN COUNCIL

## TENANCY AGREEMENT

### THE TERRACE, GRANTHAM, STREET, LINCOLN

#### Date

#### 1. PARTICULARS

1.1.1 The Landlord: CITY OF LINCOLN COUNCIL of City Hall, Beaumont  
Fee, Lincoln, LN1 1DD

1.1.2 The Tenant:

1.1.3 The Guarantor:

1.2 The Building: The Terrace, Grantham Street, Lincoln, LN2 1BD

1.3 The Premises The Room within the Building known as Room  
shown edged red on the plan annexed hereto

1.4 Tenancy Period: Monthly

1.5 Commencement  
Date:

1.6 Fee: A non- refundable fee of £250 plus VAT will be paid  
by the Tenant prior to commencement of this  
Agreement to cover the Landlord's administration  
costs

1.7 Rent: An initial payment of £ (plus VAT at the appropriate  
rate) for rent and £ for business rates in respect of  
the period from the Commencement Date to the first  
day of the following month and thereafter at £ (plus  
VAT at the appropriate rate) for rent and £ for  
business rates per calendar month. The payment for  
the said rates to be adjusted annually in accordance  
with the business rates payable on the Premises.

1.8 Rent Days: The initial payment shall be made on the  
Commencement Date

Subsequent payments shall be made on the First day  
of every month beginning with the First day of

1.9 Authorised Use:

2. INTERPRETATION

2.1 This Agreement will be interpreted in accordance with the provisions contained in the First Schedule hereof

3. DEMISE

3.1 The Landlord lets and the Tenant takes the Premises TOGETHER WITH the right to use the toilets stairs corridors kitchenette areas central lobby areas and hallways within the Building on a monthly tenancy

3.2 The tenancy shall be terminable by either party giving to the other not less than one calendar month's notice in writing to expire on the last day of any month PROVIDED THAT if the Tenant is in occupation of three or more units in the Building such notice period is extended to 3 months if notice is given in respect of two or more of these units simultaneously

3.3 The Tenant will be entitled to no statutory compensation should the Landlord serve notice on the Tenant in accordance with Clause 3.2 hereof

3.4 The tenancy shall begin on the Commencement Date

3.5 The Tenant will pay the Rent to the Landlord without an deduction by standing order in advance on the Rent Days

4. THE TENANTS COVENANTS

4.1 The Tenant covenants with the Landlord to observe and perform the provisions and stipulations contained and referred to in the Second Schedule hereof

5. THE LANDLORD'S COVENANTS

5.1 The Landlord covenants with the Tenant to observe and perform the provisions and stipulations contained and referred to in the Third Schedule hereof

6 NOTICES

6.1 Any notice decision direction approval authority permission or consent to be given hereunder shall be valid and effective if on behalf of the Landlord it is signed by its Legal Manager or such other officer or agent as the Landlord may from time to time designate for the purpose and is sent by post to the Tenant at his last known address or left at the Premises and if on behalf of the Tenant it is sent by post to the Legal Manager of the Landlord or hand delivered to him at City Hall Beaumont Fee Lincoln

7. LANDLORD'S RIGHTS

7.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Landlord under any public or private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Premises as if it was not the owner of the Premises and as if this Agreement had not been exercised in relation to the Premises

8. RE-ENTRY

8.1 If the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any of the Tenant's covenants shall not be performed or observed or if the Tenant shall become bankrupt or make any assignment for the benefit of his creditors or enter into any agreement or make any arrangement with his creditors for liquidation of his debts by composition or otherwise or suffer any distress or process of execution to be levied on his goods or if the Tenant for the time being is a Company and shall enter into liquidation (whether compulsory or voluntarily) save for the purpose of reconstruction or amalgamation or has a receiver or administrative receiver appointed then in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any

antecedent breach of the Tenant's covenants

9. DISCLAIMER

9.1 The Landlord hereby disclaims any liability for any advice (whether written or oral) given by its officers and the Tenant must seek his own independent advice where he deems it necessary so to do

**IN WITNESS** whereof the parties have executed this Deed as a Deed the day and year first before written

## FIRST SCHEDULE

### INTERPRETATION

1. The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Tenancy and the Tenant's successors in title respectively.
2. Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally.
3. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
4. The expression "the Tenancy" includes any period of holding-over or extension or continuance of the Tenancy whether by statute or common law.
5. The expression "Qualifying Uses" shall mean one of the following uses:
  - Architecture
  - Arts in Health
  - Comedy
  - Design Fashion
  - Publishing – small scale
  - Software design
  - Web design
  - Illustration
  - Graphic design
  - Textile design
  - Knitwear
  - Animation
  - Multi-media
  - Music production and promotion (excluding a recording studio)
  - Radio, TV and Film editing production
  - Photography
  - Visual Arts and Crafts – excluding ceramics and large scale sculpture
  - Performing Arts (Dance, Theatre)

6. References to any right of the Landlord to have access to the Premises shall be construed as extending to all persons authorised by the Landlord (including agents professional advisers contractors workmen and others).
7. Rent means the Initial Rent stipulated in the Particulars or any increased rent determined in accordance with the Fourth Schedule.
8. Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.
9. References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord.
10. The terms "the parties" or "party" mean the Landlord and/or the Tenant.
11. Any references to a specific statute include any statutory extension or modification, amendment or re-enactment or such statute and any regulations or orders made under such statute and any general reference to "statute" or "Statutes" includes any regulations or orders made under such statute or statutes.
12. References in the Agreement to any clause or sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule of the Agreement so numbered.
13. The clause paragraph and schedule headings do not form part of the Agreement and shall not be taken into account in its construction or interpretation.
14. The expression "common areas" shall include all the outdoor grounds stairwells lifts stairs reception area communal seating areas toilets kitchens shower areas and corridors in the Building.

## **SECOND SCHEDULE**

### **THE TENANT'S COVENANTS**

1. To pay the reserved rent promptly when due and to pay interest on any rent of the sum due under the Agreement where not paid within 21 days of the date on which payment is due whether officially demanded or not from the date on which the rent or other sum is due to the date of payment whether before or after any judgement at the rate of 4% above the base rate of The Co-Operative Bank plc or such other bank as the Landlord may from time to time nominate in writing.
2. To pay and discharge (in addition to the rent) all existing and future rates taxes duties burdens assessments outgoings and impositions whatsoever whether parliamentary local or of any other description which now are or during the term shall be imposed on or charged upon the Premises and subject to receipt of a valid invoice addressed to the Tenant and any Value Added Tax lawfully imposed upon any supply made by the Landlord under this Agreement.
3. To pay for all the electricity consumed in the Premises and in addition to pay a proportionate amount of the electricity consumed in the common areas according to the size of the Premises in relation to the remainder of the Building. Such amount to be calculated by the Landlord monthly (the decision of the Landlord being final and binding on the Tenant) and the Tenant is to pay the amount so calculated within 14 days of being notified thereof.
4. Not to assign underlet or part with the possession of the whole or any part of the Premises.
5. To permit the Landlord and its duly authorised agents at all reasonable times to enter the Premises to inspect the condition thereof and for all other reasonable purposes (including making good at the Tenant's expense any defect in or want or repair due to the Tenant's failure to comply with Clause 15 of the Schedule).

6. Not to do or permit or suffer to be done anything whereby the Landlord's policy or policies of insurance on the Building against loss or damage (however caused) for the time being subsisting may become void or voidable or whereby the rate of premiums therein may be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses incurred by it in or about any renewal or such policy or policies rendered necessary by a breach or non-observance of this covenant.
7. To be responsible for and to indemnify the Landlord against all damage occasioned to the Premises or any other part of the Building or to any person caused by the act default or negligence of the Tenant or his servants agents or invitees arising out of his use of and activities on the Premises and in the Building.
8. At the determination of the Tenancy peaceably to surrender the Premises to the Landlord:
  - (a) together with any Landlord's fixtures and fittings therein safe undefaced and fit for use and
  - (b) in a condition consistent with the provisions of this Schedule and in default the Landlord will undertake the work to be done and the proper expense thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action
9. Not to do or suffer to be done anything in or upon the Premises or any part thereof of an illegal or immoral nature or which may be or become a nuisance annoyance or damage to the Landlord or to the owners and occupiers of any nearby premises nor to do or suffer any wilful or voluntary waste or spoil provided that the use of the Premises for the Authorised Use shall not be a breach of this clause.
10. Not to use the Premises other than for the Authorised Use.

11. Not to change the use of the Premises from the Authorised Use to one of the Qualifying Uses without the consent in writing of the Landlord (such consent not to be unreasonably withheld).
12. Not to fix or show an advertisement in any window or any other part of the Building.
13. Not to fix any object to the internal walls of the Premises without the written consent of the Landlord.
14. To repair and keep in good repair the interior (other than internal loadbearing walls roof and floor joists but including floor boards ceilings and the plaster or other surface material applied to the interior faces of all loadbearing walls whether internal or external) and the glass of the Premises (where damaged by the Tenant, his servants agents or invitees) and of all additions thereto the Landlord's fixtures and fittings and the sanitary and water electrical and heating apparatus in the Premises throughout the Tenancy Period and to yield up the same in such repair at the determination of this Agreement and also to make good any stoppage of or damage to the drains in the Building caused by the negligence of the Tenant or his servants agents or invitees.
15. Throughout the tenancy to maintain the interior of the Premises in a good state of decorative repair and condition and within the month preceding the end of the tenancy paint and redecorate the interior of the Premises to the complete satisfaction of the Landlord.
16. Not make any alteration to the Premises or in the arrangement or layout thereof without the previous consent in writing of the Landlord.
17. To obtain all approvals of plans permissions and other things necessary for the execution of any alteration to the Premises permitted by the Landlord under the foregoing clause and to comply with the regulations bye-laws conditions and other matters prescribed by any relevant planning or building regulation authority either generally or in respect of the specific works undertaken in such alterations.

18. To complete any alterations required by the Tenant and permitted by the Landlord at his own cost and to the satisfaction of the Landlord.
19. (a) If the Landlord agrees to a request from the Tenant to expand the electrical circuitry in the Premises to reimburse the costs incurred by the Landlord within 14 days of receiving a written demand therefore in respect thereof.  
  
(b) Not to carry out any works to expand the electrical circuitry in the Premises himself or through his agents servants or workmen.
20. To observe the rules relating to the management and occupation of the Building set out in the Tenant's Information Leaflet in force at the time or otherwise reasonably prescribed in writing by the Landlord.
21. Not to permit any person engaged in the Tenant's business or any person invited to the Premises or the Building by the Tenant to smoke anywhere in the Premises or the Building.
22. (a) To insure the Tenant's fixtures and fittings stock and other possessions in the Premises and in the Building [ if applicable ] against fire theft and all usual risks and to produce to the Landlord on demand the insurance policy together with the receipt for the last premium payable  
  
(b) to insure to a minimum of £5 million as shall be notified from time to time by the Landlord such sum to be reviewed as necessary at the discretion of the Landlord against public employee or other third party liability arising from any negligence act fault or breach of duty owed by the Tenant in the conduct of his business or by virtue of his occupation control and use of the Premises in accordance with the terms of this Agreement or in the course of his general activities within the Building for which he is legally liable and at the Landlord's request shall at his own expense confirm the details and produce adequate supporting documentation and policy certificate showing the amount of cover and the risks as the Landlord may require in evidence of valid insurance.

23. Not to obstruct the corridors or circulation areas in the Building with any materials furniture equipment or waste materials at any time.
24. If the Premises are not on the ground floor of the Building not to bring into the Premises any equipment which is liable to strain the floor of the Premises. When in doubt as to the weight of such equipment the Tenant should seek the written approval of the Landlord to its storage within the Premises.
25. To dispose of all refuse generated by the Tenant in excess of 6.5 litres general waste and 6.5 litres recyclable waste per day and failure to do so to the Landlord's satisfaction acting reasonably will result in the Landlord itself disposing of the daily waste generated in excess of the said amounts and re-charging the Tenant the cost of such disposal.

## THIRD SCHEDULE

### THE LANDLORD'S COVENANTS

1. That the Tenant observing and performing the provisions and stipulations contained in the Second Schedule hereto may peaceably hold and enjoy the Premises during the tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.
2. To repair and keep the Building (other than such parts of the Premises as are the Tenant's responsibility as stipulated in the Second Schedule) and of all additions to the same and its internal loadbearing walls roof drains [ other than those within the Premises ] and boundary walls and fences in good repair and to keep the all grass or landscaped areas in a reasonably neat and tidy condition.
3. At all times throughout the tenancy to keep the Building fully insured against loss or damage by fire in some insurance office of repute (but not the Tenant's fixtures and fittings stock and other possessions on the Premises and in the Building) and to make all payments necessary for the above purpose within seven days after the same shall respectively become payable and to produce to the Tenant on demand the policy of such insurance and receipt for the last such payment in respect of the policy and to cause all money received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the Premises and to make up any deficiency out of its own money provided that the Landlord's obligation under this covenant shall cease if the insurance shall be rendered void by reason of any act or default of the Tenant.
4. In the event of the Building or any part of it including the Premises being damaged or destroyed by fire to reinstate the same at its own expense and with all convenient speed and this covenant is additional to the foregoing covenant is additional to the foregoing covenant to insure the Premises.
5. In the event of the Building or any part of it including the Premises at any time during the Tenancy being damaged or destroyed by fire so as to render the Premises unfit for habitation and use then the rent hereby reserved or a fair

proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use PROVIDED THAT should the Premises be damaged to such an extent that reinstatement of the same is impractical then upon agreement between the Landlord and the Tenant this Agreement shall be treated as being at an end and both the parties' liabilities under the same likewise determined ANY insurance monies received shall belong to the Landlord absolutely PROVIDED FURTHER that if any dispute shall arise between the Landlord and the Tenant concerning this clause the matter shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force.

6. To be responsible for the payment and carrying out of the following works (as the case may be):-
  - (a) Water Rates and Business Rates in respect of the Building plus VAT thereon
  - (b) The staffing, maintenance and repair of the Central Reception area in the Building
  - (c) The cleaning of the common areas in the Building
  - (d) The cleaning of the external windows to the Building
  - (e) Heating of the common areas in the Building
  - (f) All waste disposal in the Building following deposit of the waste by Tenants in plastic bags in the bins situated in the bin store outside the Building

## FOURTH SCHEDULE

1. In this Schedule
  - 1.1 "Rent Notice" means a notice sent by the Landlord to the Tenant requiring an increase in the Rent.
  - 1.2 "R.P.I." means the General Index of Retail Prices
  - 1.3 "Current Rent" means the rent payable on the date of service of a Rent Notice
  - 1.4 "Variation Date" means any date on which a Rent Notice takes effect
2. The Landlord may increase the rent from time to time by serving a Rent Notice on the Tenant not less than 3 months before the Variation Date
3. The increased rent will be the monthly rent specified by the Landlord in the Rent Notice **UNLESS** the Tenant serves counter-notice on the Landlord within one month of the date of receipt of the Rent Notice requiring the rent to be determined by reference to the R.P.I. in accordance with the following paragraph.
4. Where the increased rent falls to be determined by reference to the R.P.I. it will be a monthly sum bearing the same proportion to the Current Rent as the R.P.I. published on the 1 July 2007 or (in the case of the second and subsequent variations) the month immediately preceding the previous Variation Date bears to the R.P.I. published in the month immediately preceding the Variation Date specified in the Rent Notice.
5. If the Retail Price Index shall cease to be published or its base shall be changed or if for any reason it is impossible or impracticable to implement the provisions for varying rent in paragraph 3 hereof contained there shall be substituted such other provisions for varying the rent (being as equivalent as may be to the provisions in paragraphs 3 and 4 hereof) as shall be agreed or in default of agreement as shall be determined by an arbitrator to be

appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

**EXECUTED** as a deed by the affixing of ]  
the **COMMON SEAL** of ]  
**CITY OF LINCOLN COUNCIL** ]  
In the presence of:- ]

.....  
Authorised Officer

.....  
Designation

EXECUTED by the TENANT ..... ]  
in the presence of

Witness .....

Address .....

.....

Occupation .....