



# easilease

## Main terms and definitions

1. The summary sheet on page 1 forms part of this lease. The words and expressions on the summary sheet have the specific meanings set out against them. This lease also applies to anyone who takes over from you, as the tenant, or us, as the landlord (your and our 'successors in title').
2. You must pay the rent shown on the summary sheet from the rent start date and continue to pay on the due date until this lease ends.
3. We will let the property to you at the rent shown for the period of this lease.
4. During the first 12 month period the rent paid will include all charges for building insurance, external area and landscaping maintenance and (where applicable) provision of monitored CCTV. After this initial period a separate monthly service charge will be payable for the above services, this must be paid by standing order.

## Rights

1. You can share the entrances, road and paths on the estate which lead to the property (the 'shared areas'). You can also use any ducts, flues, gutters, pipes, drains, sewers, cables, wires or other ways of carrying water, waste, gas and electricity and other utility services on the estate ('the services') to or from the property. You must use all of these in a reasonable and proper way, in line with any regulations we set.
2. We have the right to alter or close any shared areas as long as we provide other suitable facilities, unless this is not possible because of an emergency. We also have the right to use (and repair, alter or replace) any services which also serve other properties.
3. We also have the right to enter the property for the purposes and on the terms set out in this lease. We will give you reasonable notice of this, unless there is an emergency.

## Our responsibilities

We are responsible for the following.

1. As long as you pay the rent on the due date and carry out your responsibilities, you can use the property during the period of this lease without any interference from us.
2. During the period of this lease, we will insure the property (except glass and the contents of the property) to cover against fire and other risks that we will decide. An excess of £250 will apply to all claims. (This means you pay the first £250 of any claim relating to the unit you occupy).
3. We will maintain:
  - i) the structure and outside of the property
  - ii) the shared areas; and
  - iii) the services up to the point where they enter the property
4. We do not have to:
  - i) repair damage caused by you, your employees or any other person connected with your business.
  - ii) repair wear and tear; or
  - iii) put the outside and structure of the property, any shared areas or any services which we provide into better condition than they were at the start of this lease.
5. We are not responsible for any interruptions in any of the services that are caused by events beyond our control.

## Your responsibilities

You are responsible for the following:

1. You must pay the rent by standing order on the due date.
2. You may not deduct or hold back any part of the rent for any reason (the legal term for this is 'set off').
3. At the same time that you pay the rent, and any other amount you have to pay under this lease, you must also pay any VAT due.
4. You must pay interest on any rent or any other amount you have to pay under this lease which is overdue for seven days after its due date. The interest will be 4% a year above the base rate of Lloyds TSB Bank Plc, for the period from the due date until you pay it. Plus an administration fee of £50 for each week or part of a week that the rental is overdue.
5. You must pay promptly all business rates, taxes, and other amounts relating to the property, including any amount set after the date of this lease. You must pay these amounts, on time, to the relevant authority.
6. You must pay promptly all the charges for all water, gas, electricity or other utility services you use on the property to the relevant authority.
7. You must use the property carefully and keep it neat and tidy. You must keep the services in the property in good working order and repair any damage to them and to the rest of the property, including any damage caused by vehicles hitting the doors, cladding or brickwork of the property. All repairs must meet our standards and match existing materials / colours. You should inform us immediately if the property is damaged externally in any way and by any means.
8. You must give us, immediately, a copy of any notice you receive about the property.
9. You must not alter the outside or structure of the property or add anything to it (including displaying any signs, posters, advertisements, alarm boxes, satellite dishes, aerials and so on), inside or outside. You must remove any alterations or additions that we have not given you permission for as soon as we ask you to. NB. There is an absolute prohibition on inserting ducting, conduits or any other service media through the roof.
10. Within one month of the rent start date you must engage a reputable signwriting and graphics contractor to fix your company's graphics to the sign board(s) on the unit. The sign board and frame are part of the fabric of the building and the landlord's property. The graphics must be removed from the sign board at the end of the lease. If this work is not carried out we will instruct our sign contractors to carry out the work and you will pay for this work.
11. You must only use the property for the permitted use on the summary sheet. You must not store goods or rubbish outside any building at the property or anywhere else on the estate at any time.
12. You must not apply for, or put into effect, any planning permission for the property without our written permission.
13. You must not do anything which is a nuisance or annoys us or anyone else on the estate.
14. You must not allow any substances that are toxic, poisonous or that may cause contamination to be on, or to escape from the property. You will be liable for (in legal terms 'indemnify' us against) any costs or liabilities that arise because you have not met this responsibility. This includes the costs of cleaning up.
15. You must not do anything which may cause any insurance policy relating to the property or other areas of the estate invalid, or which may increase the premiums for that insurance. You must keep to all the fire precautions for the property set by the insurers or any fire officer of the local authority.

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16. You must not mortgage, transfer, sublet, part with possession of or give up the whole or any part of the property.
17. You must not overload any floors or walls at the property.
18. You must allow us to enter the property (with other people we have authorised) so we can carry out our responsibilities under this lease. We will visit you at reasonable times and give you notice (except in an emergency). The people who come into the property must disturb you as little as possible and must repair any damage they cause.
19. During the last three months of the period of this lease, you must allow us put up a 'to let' board in a suitable place on the property.
20. At the end of the lease, you must leave the property, remove all your belongings and fixtures and fittings, including signs, and repair any damage you have caused by removing them and return the property to us in the state and condition in which this lease requires you to keep it.
21. You must pay all our reasonable costs and expenses (including professional fees) in connection with:
  - i) any application you have made for approval or permission (whether or not it is given, unless it is illegally refused);
  - ii) preparing and serving any notice that you have not carried out your responsibilities under this lease, including legal notice, even if you keep to the notice or we do not follow it up; and
  - iii) collecting, or trying to collect, any rent you owe.
  - iv) preparing and serving a Schedule of Condition either during the lease or recording failure to give up the property in the appropriate state of repair as required.

## If you do not carry out your responsibilities

22. If we serve you with a written notice because you have not carried out your responsibilities under this lease, you must meet the conditions of the notice within one month (or immediately if there is an emergency).
23. If you do not do this, we will have the right to enter the property and put right the problem. You must pay us, when we ask, all our costs and expenses (including professional fees) (in legal terms this will be a debt you owe us).
24. If you leave anything in the property at the end of the lease (however it ends), we can sell these goods for you. We will give you any money we receive from selling your goods, less our expenses.

## Consequences of damage or destruction

25. If you cannot use all or part of the property because it has been damaged or destroyed (other than as a result of anything that you do or fail to do), you do not have to pay all or part of the rent (depending on the amount of damage) until the property is fit for use.

## Ending the lease

26. We may end the lease by re-entering the property, or part of it, if:
- i) any rent or other amounts are overdue for 14 days or more (whether or not we have demanded them);
  - ii) you do not carry out any of your responsibilities under the lease;
  - iii) you (as an individual) become bankrupt or apply for an interim order under the Insolvency Act 1986;
  - iv) you (as a company) enter into liquidation, whether voluntary or compulsory (unless it is to reconstruct or merge a solvent company), or have a receiver or administrative receiver appointed over any of your assets;
  - v) a petition is made to appoint an administrator; or
  - vi) you enter into an arrangement with creditors.

When we re-enter the property, the lease will end but we will keep any rights we have because you have not carried out your responsibilities.

## General conditions

- ◇ Notice relating to this lease or to the property may be served in line with the Law of Property Act 1925 section 196
- ◇ We and you also agree that:
  - You do not have any rights over the rest of the estate, unless they are set out in this lease;
  - If you are a joint tenant, you are responsible jointly with the other tenant or tenants and individually; and
  - If we do not allow you to do something under this lease, you must not allow anyone else to do it.

## Certificate for stamping

There is not written agreement for granting this lease.

## Deposit

You have paid us the deposit. We will repay the deposit when you have left the property at the end of the lease (however it ends). However, we will take off any amounts to cover any unpaid rent and the cost of putting anything right that you should have done under this lease but did not.

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## Guarantee

The guarantor agrees with us that if you do not pay any rent or other amounts on the dates they are due, or you do not carry out any of your responsibilities, they will pay us all losses, damages, costs and expenses we suffer as a result. The guarantor's liability will not be reduced or cancelled by any extra time we give you or if we do not enforce our rights against you. If this lease is disclaimed or if you (being a company) are struck off the register or no longer exist, we may ask the guarantor to take a new lease of the property. This new lease will apply from the date the original lease was disclaimed or the date the company was struck off or no longer existed, until the date the original lease was due to end. The lease will also apply on the same terms as this if we ask the guarantor to take a new lease, we will give them notice, in writing, within three months of the disclaimer or us receiving notice that the company has been struck off or no longer exists. Even if we give you extra time to comply with an obligation or do not insist on such strict compliance with the terms of this lease – the guarantors obligations remain fully effective.

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Signed as a deed by us (the landlord),  
by a Director and our Secretary, or by  
two Directors

.....  
Director

.....  
Secretary or Director

Signed as a deed by you (the tenant),  
by a Director and your Secretary, or by  
two Directors

.....  
Director

.....  
Secretary or Director

**Or, for an individual:**

Signed as a deed by you (the tenant),  
In the presence of:

Witness :

Name :

Address :

Occupation :

Signed as a deed by the Guarantor  
In the presence of:

.....  
The Guarantor

Witness :

Name :

Address :

Occupation :