

**CRC ESSEX LTD**

# Tenancy Agreement

Updated 23.03.07

# AN AGREEMENT ON

## MADE BETWEEN

### **CRC ESSEX LTD &**

#### **1. PARTICULARS**

- 1.1 The Landlord CRC (Essex) Ltd, of Thamesgate Business Centre, Thamesgate House Southend on Sea Essex
- 1.2 The Tenant:
- 1.3 The Suite(s): Number(s) on the floor of Thamesgate Business Centre.
- 1.4 The Rent: Pounds & p per Month plus VAT  
£ Plus VAT
- 1.5 Permitted Use: Offices
- 1.6 The Building: Thamesgate House, Victoria Avenue, Southend On Sea, Essex
- 1.7 The Centre: Thamesgate Business Centre, Comprising of units 33 & 41, on the Ground and First Floors of the building.
- 1.8 The Term: Twelve months from and including
- 1.9 The Deposit: The sum representing Two months at initial rental (£ ) rent excluding Vat.

## **2. DEFINITIONS**

- 2.1 The terms defined shall for all purposes of this agreement have the meanings specified.
- 2.2 "Interest Rate" means 5% above Lloyds TSB bank plc base rate prevailing from time to time.
- 2.3 "Facilities" means the Facilities set out in Schedule 1.
- 2.4 "The Regulations" means the regulations set out in Schedule 2.
- 2.5 "Common Parts" means the entrance halls, Landings, Lifts, Staircases, Passages, Toilets, and other areas which are from time to time used by the tenant in common with the landlord and other tenants and occupiers of the building and all other persons authorised to use the same.
- 2.6 "The Plan" means the plan annexed hereto (if any)
- 2.7 "The Planning Acts" means The Town and Country Planning Act 1990, The Planning (Listed Buildings and Conservation Areas) Act 1990, The Planning (Hazardous Substances) Act 1990, The Planning (Consequential Provisions) Act 1990, and The Planning and Compensation Act 1991, and all statutory extensions modifications or re-enactments of the statutes or any regulations or orders made under those statutes.
- 2.8 "Reception area" means that part of the centre shown coloured blue on the plan (if any)
- 2.9 "Meeting suite" means that part of the Centre shown coloured Green on the Plan (if any).
- 2.10 "Entrance" and "Entrance Corridors" means that part of the Centre Shown **coloured yellow on the plan (if any)**

## **3 DEMISE**

The Landlord Lets and the Tenant takes the Suite(s) including

- 3.1 The Landlord Lets, and the Tenant takes the Suite(s) including
- 3.2 The inner surface of and the paint and paper and other decorative finishes applied to the interior of the walls.

AND with uses of:-

- 3.3 The Entrance and Entrance Corridor leading to the Suite(s) in common with the Landlord and its tenants and Occupiers and users of the other parts of the centre.

## **4 TERM AND RENT**

- 4.1 The tenancy is granted for the Term, during which the tenant may terminate the agreement by means of written notice of, no less than one month in advance of the desired leaving date. The remaining rent shall be paid in advance obtained

from the held deposit. If the Landlord does not receive written notice, and NOT obtained from the held deposit. If the Landlord does not receive written notice, any rent due will be withheld from the deposit and not returned.

- 4.1.1 The Tenancy may also be terminated by the Landlord by giving written notice of, no less than one Month.
- 4.2 The Rent shall be paid in equal monthly instalments in advance on the 1st day of each month throughout the term by standing order mandate.
- 4.3 The first payment of rent to be made on the date of this agreement.
- 4.4 The deposit shall be paid to the Landlord on the date of this agreement.

## **5. TENANTS OBLIGATIONS**

THE TENANT AGREES with the Landlord as Follows:-

- 5.1 To pay the Rent immediately it falls due without any deduction by way of monthly standing order.
- 5.2 To keep the interior of the Suite(s) and the fixtures and fittings and carpet in good repair. (Reasonable wear and tear or damage by any insured risk expected)
- 5.3 To allow the Landlord and all others authorised it at all reasonable hours in the daytime to view the condition of the Suite(s) and to do any necessary repairs to the exterior or other parts of the Centre.
- 5.4 During the last month of this agreement to allow the Landlord and any persons authorised by it at all reasonable times in the daytime to view and inspect the Suite(s)
- 5.5 Not to display any advertisement upon the outer walls of the Suite(s) and not to paint or otherwise to exhibit upon any of the doors windows or other parts of the Suite(s) any advertisement or name or announcement whatsoever.
- 5.6 Not to assign charge underlet nor part with the possession of the Suite(s) or any part of it and not to share the occupation of the suite(s) or any part of it with any person firm or company.
- 5.7 Not to make or allow any alteration or additions to the Suite(s).
- 5.8 To use the Suite(s) for the permitted use only.
- 5.9 Not to use the Suite(s) for any purpose and not to do anything which contravenes any of the provisions of the Planning Acts?
- 5.10 Not to hold or allow to be held in the Suite(s) any sale by public auction.
- 5.11.1 Not to do or allow to be done in the Suite(s) anything whereby the insurance against fire and any other risks against the Building may be rendered void or void able or the premiums increased.

- 5.11.2 To maintain a comprehensive public liability insurance policy with a reputable insurance company, and to supply the supply the Landlord with a copy on request.
- 5.12.1 Not to allow to be done in the Suite(s) anything which is or may be a nuisance or annoyance to the Landlord or occupiers of the other parts of the Centre or the building?
- 5.12.2 To remove all refuse waste and rubbish and other materials of a dirty nature from the Suite(s) and to dispose of all such items in a safe and tidy manner, and if directed by the Landlord in such receptacle as may be provided for the disposal of rubbish from the Suite(s).

### **5.13 To Pay:-**

- 5.13.1 The sum Of (£ NIL) pounds inclusive of VAT and disbursements, in connection
- 5.13.2 All costs and expenses incurred by the Landlord or in respect of or incidental to the preparation and service of a notice under S.146 &147 of the law of Property act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the court.
- 5.13.3 All Costs and expenses on a full indemnity basis incurred to recover or attempt to recover any arrears of rent or other sums payable under the terms of this agreement.
- 5.14 To yield up the Suite(s) at the end of the Term with the Landlord's fixtures and fittings and carpets in a good state of repair.
- 5.15 To produce to that Landlord as soon as received any notice order or other thing from a competent authority affecting or likely to affect the Suite(s) and if consistent with the Tenant's obligations under this agreement to comply with the requirements of the notice at the Tenant's own expense.
- 5.16 To indemnify and keep indemnified the Landlord in respect of any injury to or death of any person or damage to any property arising directly or indirectly from the state of repair or condition or user of the Suite(s) by the Tenant.
- 5.17 To comply with the Regulations and such variations and additions to those Regulations as may be notified to the Tenant from time to time in writing or displayed in the Reception area.
- 5.18 To pay any Value Added Tax chargeable on the Rent and any other sums payable under this Agreement at the same time as the sum on which it is charged.
- 5.19 To pay interest at the Interest rate specified on any rent or other sum due under this agreement which is not paid on its due date calculated both before and after court judgement.

## **6 LANDLORDS OBLIGATIONS**

The Landlord agrees with the Tenant as follows:-

- 6.1 As long as the tenant pays the rent on time, and complies with the Tenant's obligations the Landlord will give exclusive possession of the Suite(s) to the Tenant during the term without interference by the landlord or any Superior Landlord or any person deriving title under or in trust for either of them.
- 6.2 The landlord will use reasonable endeavours to provide the facilities, BUT, the Landlord is not obliged to remedy damage caused by the tenant and the Landlord is not responsible for interruptions in any of the facilities due to matters beyond the Landlord's control.
- 6.3 The Landlord will use reasonable endeavours to procure the insuring of the Centre and the re-instatement of any part damaged or destroyed by any insured risk.

## **7 BREACH OF THE TENANT'S OBLIGATIONS**

- 7.1 If the Landlord serves on the Tenant a written Notice specifying anything required to remedy a breach of the Tenant's obligations under this agreement:-
  - 7.1.1 The Tenant will comply with the notice within one month (or immediately in an emergency)
  - 7.1.2 If the Tenant fails to do so the Landlord has the right to enter the Suite(s) and remedy the breach and the Tenant will pay the Landlord on demand as a debt of costs and expenses so incurred by the Landlord.

## **8 TENANT'S GOODS**

If the Tenant leaves any goods or other items in the Suite(s) at the end of the term (however it ends) the Tenant authorises the Landlord to sell or otherwise dispose of those goods and items on behalf of the Tenant and the Landlord shall account to the Tenant for the proceeds less the Landlords reasonable expenses.

## **9 FORFEITURE**

The landlord may forfeit this agreement by re-entering the Suite(s) (or part of them) if:-

- 9.1 Any Rent or other sums are overdue for fourteen days or more (whether or not demanded); or
- 9.2 If any of the Tenant's obligations under this agreement are not performed or observed; or
- 9.3 If the Tenant (being individual) becomes bankrupt; or
- 9.4 If the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is subject to a petition for the appointment of an administrator; or

9.5 If the Tenant enters into an arrangement or composition with creditors and on re-entry the tenancy will end but the Landlord will retain any accrued rights in respect of breaches of the tenant's obligations.

## **10 DEPOSIT**

10.1 The Deposit will be repaid to the Tenant on the tenant vacating the Suite(s) at the end of the term provided that the Tenant has complied with all the Tenant's obligations under this agreement.

10.2 The landlord will only retain such part of the deposit as is sufficient to meet and fully indemnify the Landlord against the Tenant's outstanding liabilities or obligations under this agreement.

## **11 GENERAL PROVISIONS**

11.1 Notices relating to this agreement or the Suite(s) may be served in accordance with Law of Property Act 1925 section 196

11.2 It is also agreed that;-

11.2.1 The Tenant will not have any rights over the centre or the building or the benefit of any obligations on the part of the Landlord except as set out in this agreement.

11.2.2 Where a party to this agreement comprises of two or more persons they are responsible for their obligations both jointly and individually.

11.2.3 Where this agreement obliges the Tenant not to do something the Tenant is also obliged not to permit it to be done by any person under the Tenant's control.

11.2.4 Headings are given in this agreement for convenience only and do not affect the meaning of the text.

11.3 There is no written agreement for the grant of this agreement.

In Witness whereof the parties hereto set their hands and seals the day and year first before written.

**Tenant to sign**

**Date**

**Landlord to sign**

**Date:**

## **SCHEDULE 1**

### **THE FACILITIES**

- 1 Access on foot to and from the Centre over the common parts
- 2 Heating and Lighting of the Suite(s)
- 3 Maintenance and decoration and repairs to the centre but without prejudice to the Tenant's Obligations to repair the Suite(s) contained in this agreement.
- 4 The shared use of the Meeting Suite subject to the Tenant complying with the Regulations imposed by the Landlord from time to time regulating the use by the Tenant and all other persons entitled to use the Meeting Suite.
- 5 The Shared use of the reception area and any furniture in that area that may be provided by the Landlord from time to time.
- 6 Shared photocopying insofar as any such facility may be provided from time to time by the Landlord in the reception area.
- 7 The services of a receptionist for the centre (as may be provided by the Landlord at its' discretion from time to time).

## **SCHEDULE 2**

### **THE REGULATIONS**

- 1 The landlord operates a no-smoking policy in the Business Centre. The Tenant shall use his best endeavours to ensure that its visitors are not permitted or allowed to smoke in the premises.
- 2 The Tenant shall be entitled to use the meeting Room as many times as required each month subject to availability and the Tenant using the appointments system operated by the centre receptionist. Also ensuring that the meeting room is left in a clean and tidy condition when vacated at the end of each meeting.
- 3 Not to obstruct the Entrance and Entrance corridors and the common parts and not to store or leave any goods belongings or other items in or on them.
- 4 Not to use or allow the Suite(s) to be used for any illegal or immoral purpose or as a residence or sleeping place or keeping live birds and animals.
- 5 Each Tenant will be provided with a door entry code to access the centre. Change of code is possible, and needs to be notified immediately to the Landlord, at which point a replacement code will be issued.
- 6 It is the tenant's obligation to keep the code confidential to prevent unauthorised access. The Landlord is to be notified immediately should the code become known to any unauthorised person.  
Failure to do so will result in forfeiture of tenancy, and loss of any deposit.
- 7 The Tenant is permitted to use the shared photocopying facility and to take a maximum of One Thousand (1000) A4 copies each month. Any additional copies will be charged to the Tenant at the rate to be notified by the Landlord from time to time.
- 8 The Tenant may leave a sealed black plastic bag of rubbish outside the entrance door of the Suite(s) after 5.00pm and before 6.00pm on Tuesday & Friday.  
If any rubbish is left outside the Suite(s) otherwise than in a sealed black plastic bag or at any other time than the specified period, the Tenant shall be charged a penalty fee of £30.00 on each occasion that this regulation is breached.
- 9 To observe the Thamesgate Business Centre health and Safety regulations as set out in the Landlords Health and Safety policy document a copy of which has been produced to the Tenant on the signing of this agreement.
- 10 If a car parking space is required by the Tenant subject to availability, the Landlord will allocate available spaces for the Tenant to park one single motor vehicle in the allotted space. Following allocation of a parking space, the Tenant shall be permitted to use the car park subject to the gate access restrictions in relation to the Baxter Avenue entrance to the car park.
- 11 The Kitchen and toilet facilities in the common parts are accessed by a key, which will be provided by the Landlord to the Tenant when this agreement is entered into. Loss of the key shall be notified to the Landlord immediately and a replacement key will be issued upon payment of the sum of £15.00 per key. The key to the Kitchen and toilet facilities shall be returned to the Landlord immediately at the end of the Term.
- 12 The Tenant is not permitted to bring animals into the premises.
- 13 The Tenant is not permitted to allow children into the premises.