

SUBJECT TO LEASE

[DATE]

TRANSACTION

New Lease

TIMING

Completion as soon as possible.

PREMISES

The Tenant will take on the following property:

[ADDRESS]

LANDLORD NAME

[Landlord Official Name]

[Landlord Address]

Company number: []

LANDLORD PROPERTY AGENT

[Agents Official Name]

[Agents Address]

Company number: []

PROPOSED TENANT

[Charity Official Name]

[Charity Address]

Charity number: []

INTRODUCTION AGENT

Community Space Limited

Suite 230, 8 Shoplatch, Shrewsbury, Shropshire, SY1 1HF

Company Number: 09355516

NEW LEASE

A new Lease for a minimum of **[45 days]**. The Lease is to be granted outside sections 24-28 of the security of tenure provisions of the Landlord and Tenant Act 1954 and therefore the agreement can be terminated in entirety or remove any of the demised units from it on serving **[30 days]** prior notice in writing following the initial **[45 days]**. Head Landlord consent has not been sought.

BREAK

The Landlord or Tenant may terminate the agreement in entirety or remove any of the demised units from it on serving **[30 days]** prior notice in writing following the initial **[45 days]**.

Notwithstanding the above terms and notice period, the landlord will be able to terminate with a minimum **[30 day's]** notice should the head landlord object to the occupation and insist that the landlord obtains vacant possession of the property. **[Landlord]** will use their best endeavours to persuade the head landlord to grant retrospective consent to the occupation to allow the occupation to continue.

PROPERTY USAGE

[Charitable use of the property for retail purposes.]

RENT

One peppercorn per annum (if demanded)

SERVICE CHARGE

The Tenant does not have to pay service charges.

UTILITIES

The Tenant will be responsible for all utilities.

BUSINESS RATES

The Tenant is responsible for all rate liabilities and the Tenant warrants to the Landlord that should the Council not grant full rate relief, the Tenant will forthwith pay any rates not covered to the local authority to satisfy its rates liability for the Property and further will indemnify the Landlord against any rate claims or actions made by the local authority for the Property for any periods arising during the Term where the business rates have not been paid.

/OR/

The Tenant must apply for all relevant rate relief. In the event that the Tenant is not awarded the 20% discretionary business rate relief for the Property by the local authority, then the Landlord will pay to the Tenant the equivalent amount of the said 20% business rate relief to the Tenant on a monthly basis as a charitable donation. On receipt of such sums the Tenant warrants to the Landlord that it will forthwith pay the said sums to the local authority to satisfy its rates liability for the Property and further will indemnify the Landlord against any rate claims or actions made by the local authority for the Property for any periods arising during the Term where the business rates have not been paid.

Please Note: Your donation can not be provided until your business rates bill for this property has been sent to Community Spaces. Copies of all up to date business rate bills for these premises must be supplied via email to Community Spaces as soon as possible.

BID LEVY

If the property is subject to a Business Improvement District Levy then the **[Tenant/ Landlord]** shall be responsible for all liabilities.

INSURANCE

The Tenant does not contribute to the insurance of the building but must have all other relevant insurances.

REPAIRS

The Tenant shall keep the Property clean and tidy and make good any damage it causes to the Property. The Tenants repairing liability will be limited by a photographic schedule of condition. All repairs will need to be raised with the Introduction Agent Community Space Limited prior to work commencing.

ALIENATION

The Licensee cannot sublet to operators via separate tenancies but can allow usage by its registered members.

ALTERATION

None permitted other than the erection of non-illuminated signage unless agreed with all relevant parties prior to work being carried out. All requests must be submitted to the Introduction Agent Community Space Limited for Landlord approval, only when Landlord consent is received can the tenant seek to proceed with the works. All necessary planning consent needs to be obtained prior to work being carried out.

ACCESS

Access to the premises by the Landlord and third parties instructed by the Landlord will be required from time to time. The property will continue to be marketed to potential commercial tenants and so viewings of the premises by interested parties may also be required. The Landlord requests that the Tenant assists by giving access to the property if required.

HANDOVER SPECIFICATION

The units will be handed over as seen. The Landlord will not be expected to carry out any alterations or improvements unless agreed prior to signing the Lease document.

COSTS

Each party will be responsible for their own costs with regards to document completion.

CONDITIONS

The transaction is subject to the following conditions: Lease documentation including a Statutory Declaration or Simple Declaration (if applicable)

INTRODUCTION FEE

The Landlord will pay the Introduction Agent 20% of the savings generated from the occupation of any premises by organisations or individuals introduced by Community Space Limited for the length of the occupation, payable monthly.