

TENANCY AGREEMENT FOR OFFICE FACILITIES

AGREEMENT DATE	[] day of []
OPERATOR	Northern Trust Company Limited (Company Registration no 00735621) whose registered office is at Lynton House, Ackhurst Park, Chorley, PR7 1NY
CUSTOMER	[Tenant Name] (Company Registration no []) whose registered office is at []
BUILDING	Genesis Centre, North Staffs Business Park, Innovation Way, Stoke-On-Trent, ST6 4BF.
DESIGNATED SPACE	Suite No(s) [] on the [] Floor for the accommodation of [] workstations shown edged red on the attached plan together with the right to use the kitchens, breakout areas, WC's and shower rooms in the building.
SPECIFIED USE	Offices within the meaning of Class B1 of the Town and Country Planning (Use Classes) Order 1987
TERM	[3] years from (and including) the [], but determinable as set out Clause
RENT	The sum of £[] pounds per calendar month plus value added tax (inclusive of business rates, buildings insurance, water rates, and gas charges) such fees to be paid on the first working day of each calendar month.
RENT DEPOSIT	£ [], equivalent to three months Rent, repayable to the Customer in accordance with Clause 14.
OPERATOR'S SIGNATURE	Director _____ Director / Secretary _____
CUSTOMER'S SIGNATURE	Signature: _____ Name (print): _____ Capacity (eg Director/Authorised Signatory): _____

OPERATOR'S OBLIGATIONS

1. To permit the Customer to share with the Operator the use of the Designated Space or such other suite(s) or room(s) as the Operator may from time to time direct 24 hours a day, 365 days of the year until the earlier of the expiry of the Term or other determination in accordance with this Tenancy Agreement.

2. To permit the Customer to use the Designated Space as offices and to use the Operator's fixtures and fittings in the Designated Space.

3. The Operator shall during the Term use reasonable endeavours to:

provide office furniture as per the inventory signed by both parties and attached hereto.

provide communal reception, kitchen, tea point, toilets & shower facilities for the benefit of all occupiers.

provide management, caretaking mechanical and heating plant maintenance, cleaning security refuse disposal and other such services including CCTV and Security Controlled Access as the Operator shall deem appropriate to the safe and proper management of the building.

provide heating, lighting and hot water to the appropriate areas of the Building.

make available telephone equipment and internet connection which the Customer will be able to use, subject to the payment by the Customer of the associated service charges

make available to the Customer photocopying which the Customer will be able to use subject to the payment by the Customer of the associated service charges

make available to the Customer such other services as may be agreed between the parties subject to the payment by the Customer of the associated service charges.

discharge all Uniform Business Rates and water rates in respect of the Building.

effect Buildings Insurance against loss or damage by the Insured Risks and such other risks against which the Operator may from time to time reasonably deem appropriate.

CUSTOMER'S OBLIGATIONS

4. The Customer shall:

- a. keep the Designated Space clean and tidy and use the Building, Designated Space (or such other suite(s) or room(s) as may be directed by the Operator) and all its furniture and equipment in a reasonable manner and so as not to cause damage to the same.

Where the Customer is in default under clause 4a the Operator may enter the Property and make good the default in repair or decoration and the expense of so doing shall be borne by the Tenant and paid to the Landlord on demand as rent in arrear

- b. pay the Rent on the first day of each calendar month plus VAT at the current rate on all fees and other charges levied by the Operator without deduction or set off together with interest at 5% above Royal Bank of Scotland plc base lending rate on all overdue payments. **Payment to be by way of Standing Order or Direct Debit as the Operator directs.**

- c. pay to the Operator all charges in respect of all telephone calls made by the Customer and all other extra services provided either by the Operator or (where the Operator is initially responsible for the cost) by any other person at the Customer's request including (without limitation) photocopying, refreshments, storage and secretarial services (together with any VAT that may properly be payable).

- d. pay to the Operator on written demand any additional payment reasonably required by the Operator to reflect increased energy costs in respect of the Designated Space or Building.

- e. comply with all current legislation applicable to the customer's use and occupation of the designated space and will produce a fire risk assessment within three months of occupation.

- f. observe and perform all the rules and regulations from time to time made by the Operator for the management of the Designated Space and the Building and notified in writing to the Customer.

- g. conduct its business from the Designated Space in a way that does not interfere with the Operator or with other customers or occupiers of the Building. Any act or omission on the part of any employee of the Customer shall be deemed to be the act or omission of the Customer.

- h. vacate the Designated Space on the expiry or determination of this Tenancy Agreement and during the Term afford access at all times and for all purposes to the Operator.

- i. comply with and procure that all occupiers of and visitors to the Property comply with all regulations and directions as the Landlord may from time to time make or give for the orderly convenient and proper management of the Building and/or the provisions of any tenant's handbook published by the Landlord and issued to the Tenant.

- j. indemnify the Operator against all costs and expenses including professional fees properly incurred by the Operator in connection with all and every loss and damage whatsoever incurred or sustained by the Operator as a consequence of every breach of the agreements by the Customer set out herein or implied provided that such indemnity shall extend to and cover all costs and expenses incurred by the Operator in connection with any steps which the Operator may at its absolute discretion (but without being in any way obliged so to do) take to remedy any such breach and be without prejudice to any rights or remedies of the Operator in respect of any such breach.

- k. at the expiration or sooner determination of the Term quietly to yield up the Designated Space to the Operator with vacant possession in such state and condition as shall in all respects be consistent with a full and due performance by the Tenant of the covenants on its part herein contained.

- l. pay to the Operator on demand all costs charges and expenses including Solicitor's costs and Surveyor's and other professional fees and bailiff's costs incurred by the Operator for the purpose of or incidental to:

- i) the preparation and service of a notice under Section 146 of the Law of Property Act 1925 requiring the Tenant to remedy a breach of any of the agreements herein contained notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court

- ii) any schedule relating to wants of repair or decoration to the Designated Space whether served during or after the termination of the Term

- iii) any application made by the Customer for the consent of the Operator whether the same be granted refused or proffered subject to any lawful qualifications or conditions or whether the application be withdrawn

- iv) the levying of a distress for the rents payable hereunder or any part thereof or as a result of the bailiff or the Operator (after the bailiff has been instructed) being paid such rent whether or not any actual distress is levied

- v) any breach by the Tenant of its covenants or obligations in this Lease and/or the enforcement or attempted enforcement of those covenants and obligations by the Landlord

5. The Customer shall not:

- a. impede or interfere with the Operator's right of possession and control of the Designated Space and the Building, obstruct the stairs, passages, lifts or other common parts of the Building, bring in or take out of the Building between the hours of 8am and 6pm any items of a bulky nature or at any time overload the lifts.
 - b. use or permit any other person to use the Designated Space or the Building as its registered office without the express written consent of the Operator and on receipt of written notice from the Operator to ensure that any person who is using the Designated Space or Building as its registered office ceases to do so.
 - c. bring any office furniture or electrical appliances into the Designated Space nor install or connect any electronic communications connection or service save as may be permitted in writing by the Operator.
 - d. alter the Designated Space or carry out any works in or to the Designated Space or move any fire extinguishers unless they are required in an emergency.
 - e. interfere with the conduct of the Operator's business or in any way seek to entice away or make any offer of employment to any employee or member of staff of the Operator. If the customer contravenes this provision then the Operator will be entitled to compensation equal to the total annual remuneration of the employee(s) in question.
 - f. allow any other person, company or body (other than the Customer's own staff and employees) to use or occupy the Designated Space.
 - g. allow any employee to work at any time outside of normal business hours without being fully trained as a Fire Marshall
 - h. cause any nuisance or inconvenience to the Operator or to other customers or occupiers of the Building or do anything that may bring the Building into disrepute or that may affect the credit rating of the Operator or of any other customer or occupier of the Building.
 - i. affix or display anything on the windows or doorways.
 - j. install within the Designated Space or anywhere else in or upon the Building any telecommunications apparatus.
 - k. do anything in the Building which would invalidate any insurance effected by the Operator or render any increase in the premium paid by the Operator or any excess on its policy of insurance.
 - l. park any vehicles in car parks at the Building other than as directed by the Operator from time to time and not to obstruct any roads service areas or car parks
6. The Customer agrees that nothing in this Tenancy Agreement shall confer on the Customer any estate or right outside the terms of this Agreement. This Agreement is personal to the Customer and is not capable of assignment.
7. The Operator advises the Customer to insure against all potential losses, damages, claims, expense or liabilities which might arise out of (but not limited to): its own property brought into the Designated Space or elsewhere into the building of which the Designated Space forms part; its own liability to its employees and third parties; business interruption; and any other matter under this Agreement where the Operator excludes liability.

LIMIT OF LIABILITY

8.

- a. The Operator shall not be under any liability (for business interruption losses or otherwise where failure to supply any of the services is due to a cause beyond the control of the Operator or during any reasonable period of maintenance or renewal.
- b. The Operator is also not liable for any loss as a result of its failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, termination of the Operator's interest in the building containing the Designated Space or otherwise unless the Operator does so deliberately or is negligent. The Operator is also not liable for any failure until the Customer has told the Operator about it and given the Operator a reasonable time to put right.
- c. The Customer agrees:
 - i) that the Operator will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, the Customer's agreement and/or the Customer's use of the services except to the extent that such loss, damage, expense or claim is directly attributable to the Operator's deliberate act or the Operator's negligence (the Operator's liability); and
 - ii) that the Operator's liability will be subject to the limits set out in the next paragraph.
- d. The Operator will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss.

DETERMINATION

9. This Tenancy Agreement may be determined:

- a. by notice of desire to terminate in writing from either party to the other to be served giving three clear calendar months notice to bring this Agreement to an end.
 - b. by one week's notice in writing from the Operator to the Customer in the event of the Customer committing a breach of his obligations hereunder and in respect of any money payment due by the Customer hereunder there shall irrevocably be deemed to be a serious breach of the Customer's obligations in the event of any sum due hereunder being in arrears for more than 7 days of the same falling due (whether demanded or not).
 - c. immediately by the Operator in the event that the Customer suffers an event of insolvency including receivership, administration, bankruptcy or liquidation.
10. If the Property shall be destroyed or rendered unfit for occupation or use by damage covered by the insurance effected by the Landlord and so long as the insurance policy has not been vitiated in consequence of any or default of the Tenant or anyone at the Property with the express or implied authority of the Tenant a just proportion (to be conclusively determined by the Landlord) of the Rent shall cease until the Property has been made fit for occupation and use.
11. Subject to the Landlord and Tenant Act 1954 s.38 (2) the Customer shall not be entitled to any compensation under the said Act (or any amendment or re-enactment thereof) on quitting the Designated Space.
12. In the event that the Customer vacates the Designated Space prior to the expiry of this Tenancy Agreement, without prejudice to the Customer's maintenance obligations, the Operator reserves the right to refurbish and remarket the Designated Space so that it may immediately be re-let on the expiry of this Tenancy Agreement.

NOTICE

13. Any notice by the Operator to the Customer shall be deemed sufficiently served if left at the Designated Space.

DEPOSIT

14. The Deposit will be held during the term of the Tenancy by the Operator as security for payment of the Rent and any other sums payable pursuant to this Tenancy Agreement or on breach of any of its provisions whether during or at the end of the Tenancy. In the event that the Operator withdraws money from the Deposit the Customer must pay to the Operator the sum required to restore the Deposit to its original level. The Operator will as soon as reasonably practicable after the end of the Tenancy return the Deposit or (as the case may be) the balance of the Deposit to the Customer after deducting sums then due under or arising from any breach of this Tenancy Agreement.

GENERAL

15. Nothing in this Agreement shall imply or warrant that the Property may lawfully be used for the Specified Use allowed and the Customer acknowledges and admits that no such representation has been given by the Operator.
16. The annual rent payable hereunder shall on **each anniversary of the Agreement** be increased by an amount equivalent to three per cent (3%) per annum.
17. The demand for and/or acceptance of rent by the Landlord or its agents shall not constitute a waiver of any breach of the covenants on the part of the Customer herein contained or of the Operator's remedies for the non-performance or non-observance thereof
18. This Agreement is and shall be governed by and construed in all respects in accordance with the laws of England
19. Save as expressly provided, none of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Lease

Schedule of Office Furniture

For

Office Suite [___]

Item Code	Description	Quantity
V8 W16 L MA	Left Hand Wave Workstation	
V8 W16 R MA	Right Hand Wave Workstation	
VSCG-01	3 drawer mobile under desk pedestal	
247216DUS	Desk Top Screen	
D640HA	Task Chair	
V1ST16S	Tall Side Tambour Storage Unit	
V1ST07S	Desk Height Side Tambour Storage Unit	
M5330	Mitel 5330 Telephone Handset	

This undersigned confirms that the above detailed items have been provided by the Operator to the satisfaction of the Customer.

Agreed and accepted

Signed _____

Print _____

Position _____

Customer _____

Date _____