

TENANCY AGREEMENT

This is The TENANCY AGREEMENT between **CETERIS (SCOTLAND) LIMITED**, A Company having its registered office at Inglewood House, Inglewood, Alloa, FK10 2HU (Reg No 91088) (The Landlord) and **Tenant** a company incorporated under the Companies Acts and having its Registered Office at **Address (Reg No:)** (The Tenant).

This document forms the basis of your tenancy agreement with our company. It sets out the rental payments due and the general terms and conditions of let for the guidance of both parties.

When you are satisfied that the agreement is in accordance with your understanding, **both copies should be signed and dated on the last page** and returned to our registered office. A countersigned copy will be returned to you for your records.

Please note that keys will not be issued until such time as the required deposit has been paid and the standing order/direct debit for rental completed and returned to our company.

If, during the course of your tenancy, you have any queries regarding the agreement, please do not hesitate to seek clarification. We hope you enjoy your tenure with our company and that our standards of service meet and exceed your expectations.

The Landlord agrees to let to the Tenant, at extending to some square feet or thereby, subject to the following terms and conditions:

- 1 The let will be from 1st November 2008, for an initial period of 3 months and thereafter from quarter to quarter until terminated by either party on giving ninety days prior notice in writing, or such longer period as mutually agreed.
- 2 (a) The monthly rent shall be £ (plus VAT) payable by direct debit, which is enclosed, on the first day of each calendar month for the month then current.

(b) Prior to entry, the Tenant shall also pay a sum equivalent to two months' rent (VAT Exempt), which is repayable on termination of the let after deduction of any charges due in respect of breakages or damages.

(c) The rental shall include maintenance and repair of any common parts of the property, including parking and landscaped areas, common entrance hall, passages and toilets.

(d) The Landlord shall be responsible for the reasonable security of common parts of the property. The tenant is responsible for ensuring that all doors and windows of his premises are secure when absent from the premises.

(e) The rent does not include local property rates levied by the local authority. As tenants may be eligible for rates relief, application for relief, and payment of rates should be submitted directly to the local authority; Clackmannanshire Council, Greenfield House, Alloa, FK10 2AD.
- 3 The rent shall be subject to annual review on the Landlord's giving to the Tenant not less than forty days notice in writing prior to either 1st April or 1st October in each year or failing this at one other date during any 12 month period. The rental shall be reviewed upwards only in accordance with the current market rentals obtained by Ceteris Ltd.
- 4 The Tenant may not assign the tenancy or sub-let any part of the premises without the prior written consent of the Landlord.
- 5 The premises are let for the purpose of Recycling and shall not be used for any other purpose without the prior written consent of the Landlord.

- 6 The Tenant accepts that the premises are in such condition and repair as is specified in the Schedule of Condition annexed and signed and undertakes to maintain the premises in such condition during the period of the let. The tenant agrees to return the unit according to the Schedule of Condition including repairing holes in the walls, cleaning, renewal of floor coverings and redecoration.
- 7 The Landlords shall be responsible for the exterior decoration of the property and for the decoration of any common entrance hall passages, toilets and other common parts of the building. The Landlord shall keep the premises wind and watertight.
- 8 The Tenant shall not make any structural alterations to the premises or install any machinery without the express written consent of the Landlord.
- 9 The Tenant shall at his own expense and to the reasonable satisfaction of the Landlord make good all damage to the premises let and the property as a whole, including window glass, where caused by him, his employees or visitors.
- 10 At the termination of the Tenancy agreement, the Tenant shall remove all fixtures and fittings belonging to him and repair any damage caused by their removal. With the written approval of the Landlords, however, the outgoing and ingoing Tenants may agree regarding the taking over of any fittings and fixtures at the value to be adjusted between them. If the Tenant carries out approved alterations to the premises let, on termination of the tenancy agreement he shall restore the premises as reasonably required by the Landlord at his sole expense, unless otherwise agreed in writing with the Landlord.
- 11 The Tenant shall report in writing to the Landlord all cases of damage and repairs required to the subjects let for which the Landlord may be responsible. The Landlord shall carry out all such repairs as soon as practicable.
- 12 The Tenant shall keep the premises in a tidy condition to the satisfaction of the Landlord and be responsible for ensuring the prompt removal of all rubbish. Except with the prior written permission of the Landlord, the Tenant shall not stack boxes or other goods outside the subjects let.
- 13 The Landlord reserves the right of entry to the premises for the purpose of inspection at all reasonable times by any authorised officials or agents.
- 14 The Tenant shall insure the whole of his stock and equipment in the premises and shall exhibit to the Landlord if and when required the Policies of Insurance. The Landlord shall insure at his own expense the building as a whole.
- 15 The Tenant shall at his own expense comply with all statutes, statutory regulations and bylaws applicable to the use of the premises let under this Tenancy Agreement.
- 16 The Tenant shall be responsible for the payment of electricity charges together with all other utility services, such as gas, water and telecoms. Where heating, air conditioning systems, intruder alarms and fire alarm systems are supplied by the Landlord, the Tenant, at his own expense, must ensure that such systems are properly annually maintained and a copy of the certificate provided to the Landlord. The Tenant is also responsible for any repairs that may be required to any said system.
- 17 The Tenant shall free and relieve the Landlord from and keep him and his officials and agents indemnified against all personal injury whether fatal or otherwise, loss of or damage to property or any other loss, damage or expense however caused or incurred which shall arise through the occupation and use by the Tenant, employees of the Tenants or third parties, of the premises let.

- 18 The Landlord shall not be responsible nor liable to make reparation for nor in any way to compensate the Tenant for any loss, injury or damage of temporary deprivation of occupancy which he may sustain through the failure or defect in gas, water, power, electricity, drainage, telecoms or anyother utility service for which the responsibility lies outwith the control of the Landlord.
- 19 The Landlord shall be entitled not only to recover from the Tenant all losses or damage which the Landlord may thereby sustain but also in addition shall at their discretion, be entitled to terminate the tenancy agreement forthwith by giving the Tenant 28 days Written Notice of their intention.
 - (a) Any operation being carried on in the premises which shall in the exclusive judgement of the Landlord appear dangerous or injurious or objectionable or to be outwith the scope of the authorised use or likely to become so or shall constitute nuisance or inconvenience to the Landlord, their tenants or to the neighbourhood.
 - (b) Any part of the annual rent being in arrears for more than one month.
 - (c) The Tenant not observing the general conditions of let.
 - (d) The Tenants becoming bankrupt or going into liquidation.
- 20 Any dispute arising out of the Tenancy agreement, other than cases where the Landlord has the sole discretion, shall be referred to a single arbiter to be mutually agreed and failing agreement to be appointed by the Sheriff Principal of the Sheriffdom of Tayside, Central and Fife.
- 21 If it becomes necessary for operational reasons arising from events beyond the influence or control of the Landlord, the Landlord reserves the right to move Tenants to alternative accommodation. In the event of this, every effort will be made to ensure Tenants are given suitable alternative accommodation.

SUBSCRIBED by the said

(Print) _____ **(Sign)** _____

(Print) _____ **(Sign)** _____

Directors of the firm of

AT _____

On The _____ **(Day) of** _____ **(Month)** _____ **(Year)**

And On Behalf Of Ceteris (Scotland) Ltd

(Print) _____ **(Sign)** _____

(Print) _____ **(Sign)** _____

AT _____

On The _____ **(Day) of** _____ **(Month)** _____ **(Year)**