**TENANCY AGREEMENT**

**THIS AGREEMENT** is made the (1st ) day of (August ) 2019

Rocky Asset Management Limited Pension Scheme (hereinafter referred to as ‘the landlord’) of the first part and

Yates Drywall Limited (hereinafter referred to as ‘the tenant’) of the second part

* 1. **LANDLORD** Rocky Asset Management Limited Pension Scheme, Norec House, Fall Bank Industrial Estate, Dodworth, Barnsley, S75 3LS
  2. **TENANT** Yates Drywall Limited (company number: 08260706)

Norec House, Fall Bank Industrial Estate, Barnsley, S75 3LS

* 1. **GUARANTOR** Not applicable
  2. **PREMISES** Main Suite, Norec House Fall Bank Industrial Estate, Dodworth, Barnsley, S75 3LS
  3. **TERM OF AGREEMENT** 3 Years
  4. **RENTAL** £25,000 (Twenty five thousand pounds), per annum, payable monthly in advance by standing order.
  5. **VAT** VAT is applicable
  6. **TENANCY 1st** August 2019

# COMMENCEMENT DATE

* 1. **PAYMENT DATES** The first day of each month in advance by standing order.
  2. **PERMITTED USE** B1 (Business)**,** or any other use within class B1 of the Town

and Country Planning (Use Classes) Order 1987, as amended, subject to Landlord’s consent not to be unreasonably withheld or delayed.

* 1. **BREAK OPTION** The tenant is to have the option to break the lease upon the

18th month of the term, subject to six months written notice. The break option is tenant only.

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* 1. **L&T ACT 1954** The tenancy agreement is to fall within the Landlord and Tenant Act 1954 (PART II).

The Landlord hereby grants unto the Tenant the right to occupy and use the premises from the commencement date until the Agreement is determined subject to terms and conditions herein contained.

This Agreement comprises 8 pages.

TENANCY AGREEMENT/ TENANCY AGREEMENTS 2019/Suites 1 to 5 Norec House, Fall Bank Industrial Estate, Dodworth

# TENANT COVENANTS

* 1. **RENT**

To pay the rent (together with VAT if applicable) on the days and in the manner aforesaid by standing order.

Not to reduce any payment of rent by making any deduction from it or by setting any sum off against it.

# INTEREST ON LATE PAYMENT

To pay interest on late payments of all monies due under this Agreement at a rate equivalent to 4% above Barclays Bank Plc base rate.

# INSURANCE

To insure the contents kept within the property demise. Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the premises or any adjoining or neighbouring premises against damage by fire or tempest may become void or voidable or whereby the rates premium thereon may be increased and to be paid to the Landlord all sums paid by way of increased premiums and all expenses incurred by them in or about the renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments should be made immediately on demand.

# REPAIR

To keep in good state of repair the whole of the premises.

At the expiration or sooner determination of the said term to remove any machinery or Tenant’s trade equipment, making good any damage caused thereby, and to yield up the premises with all fixtures and additions thereto in good and substantial repair, order and condition.

# DECORATION

To decorate the interior of the premises at the end of the term.

# TO KEEP TIDY

To keep the premises in a neat and tidy condition free from rubbish fire or health hazard.

# DRAINS

Not to allow any dangerous, poisonous or objectionable effluent to be discharged into the drains or sewers, and to take all such measures that may be necessary to ensure that any effluent so discharged will not be corrosive or otherwise harmful to the said drains or sewers or cause obstruction or deposit therein.

# STATUTORY NOTICES

To comply with all consents and permissions which may be necessary under the Town and Country Planning Acts or Building Regulations and will comply with all notices or requirements of the Local Authority and other statutory bodies.

To give the Landlord a copy of any Notice concerning the premises or any neighbouring property as soon as he receives it.

# USE

To use the premises for the permitted use only, and not to use the said premises for any other purposes without the Landlord’s consent (such consent not to be unreasonably withheld).

Not to use the premises for sleeping purposes or permit any persons to sleep on the premises or use or permit them to be used for any illegal or immoral purpose.

Not to use any part of the premises for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or the owner or occupier of any other part of the building or of any neighbouring property.

Not to overload the floors or walls of the premises. Not to store on the premises any dangerous inflammable noxious or explosive substances or any goods or property of the Tenant outside the limits of the premises or otherwise to obstruct any other part of the property.

# USE – Continued

Not to do or allow anyone to do anything on the property which may be a nuisance to, or cause damage or annoyance to, the tenants or occupiers of any adjoining premises.

# ALIENATION

Not to assign, underlet or grant any licence in respect of the premises or any part thereof, nor part with or share the possession or occupation thereof or any part thereof, without Landlord’s written consent.

# ALTERATIONS

Not to carry out any alterations or additions to the premises, without the prior permission in writing of the Landlord.

# SIGNAGE

Not to erect any sign or advertisement at the premises other than as agreed in writing by the Landlord.

# PLANNING

Not to apply for planning permission relating to the use or alteration of the premises unless the Landlord gives written permission in advance.

# LANDLORD RIGHT OF ENTRY

To permit any person authorised by the Landlord at all reasonable times on reasonable times on reasonable notice (except in the case of emergency) to enter the premises for the purpose of executing repairs decorations or alterations of or upon any other building or property forming

part of the estate, and for the purpose of ascertaining whether the conditions of this Agreement are being faithfully observed and performed.

# LANDLORD REGULATIONS

To observe all the requirements and regulations made by the Landlord from time to time with regard to the use and management of the premises generally including regulations affecting security safety cleanliness noise under the environmental matters including car parking access and loading requirements.

# COSTS

To pay the costs and expenses including professional fees which the Landlord incurs in :-

* + 1. Dealing with any application by the Tenant for consent or approval, whether or not it is given.
    2. Preparing and serving a Notice of a breach of the Tenant’s obligations under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a Court Order.
    3. Preparing and serving Schedules of Dilapidations either during the lease or recording failure to give up the property in the appropriate state of repair when the Agreement ends.

# AUCTION

Not to hold an auction sale at the premises.

# LANDLORD SIGNS

To allow the Landlord, during the last six months of the tenancy period to fix a notice in a reasonable position on the outside of the premises announcing that it is for sale or to let.

# INDEMNITY

To indemnify the Landlord from any liability in respect of any injury to or the death of any person damage to any property the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising directly or indirectly out of the repair state of repair condition or any alterations to the premises and from all proceedings costs claims and demands

whatsoever in respect of any such liability or alleged liability.

# LANDLORD’S COVENANTS

* 1. That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the premises during the Tenancy without any interruption by the Landlords or any person rightly claiming trust for them.
  2. To insure the property (but not the contents thereof) against loss or damage by fire or tempest, in the full value thereof, and to cause all money received by virtue of such insurances to be laid out forthwith in rebuilding and reinstating the demised premises provided that the Landlord’s obligation under this covenant shall cease if the insurance shall be rendered void by reason of any act or default of the Tenant.

# IT IS FURTHER AGREED BETWEEN THE LANDLORD AND TENANTS AS FOLLOWS :-

* 1. That if the rents hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for fourteen days after the same shall become due whether legally demanded or not or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants or agreements herein contained and on the Tenant’s part to be performed and observed or if the Tenant for the time being shall become insolvent or being a Company enter into liquidation have a Receiver appointed or an Administration Order name or if the Tenant for the time being shall enter into any arrangement or composition for the benefit of the Tenant’s Creditors or shall suffer any distress or execution to be levied on the Tenant’s goods then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by the Landlords on their behalf to re-enter into and upon the demised premises or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach by the Tenant or any of the covenants or Agreements herein contained.
  2. Any Notice under this Agreement shall be in writing and shall be deemed to be duly and properly served by the Landlord if left on the premises or at the last known address for the Tenant if known.

# AS WITNESS the parties hereto have hereunto set their hands the day and year first before written

SIGNED FOR AND ON BEHALF OF

THE LANDLORD .........................................................................

DATED ..........................................................................

SIGNED FOR AND ON BEHALF OF

THE TENANT ............................................................................

DATED .............................................................................