

29 SEP 2009

DATED

19 August 2009

WESTMORLAND AND LONSDALE LIBERAL DEMOCRATS

TO

TIM FARRON MP

TENANCY

OF

UNITS 8, 9, 13 AND USE OF KITCHEN AND W.C.'s
ACLAND HOUSE
YARD 2
STRICKLANDGATE
KENDAL, CUMBRIA.
LA9 4ND

TERM

FROM: 1st October 2007

RACK RENT: £6,000 p.a. (First Year £3,000.)

TENANT'S OBLIGATIONS

Payments

- 1.0 The Tenant is to pay the Landlord rent.
- 1.1 The Tenant is responsible for payment of all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this Tenancy Agreement.

Use

- 2.0 The tenant is to comply with the following requirements as to the use of the property and any part of it and is not to authorise or allow anyone else to contravene them:
 - a) To use the property only for the use allowed by the Landlord
 - b) Not to do anything which might invalidate any insurance policy covering the property or which might increase the premium.
 - c) Not to use the property 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 Superior Landlord, or the owner or occupier of any neighbouring property.
 - d) Not to display any advertisement on the outside of the property or which is visible from the outside unless the Landlord consents.
 - e) Not to overload the floors or walls of the property.
 - f) To comply with the terms of every Act of Parliament, order, regulation, by-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required.

Access within Premises

- 3.0 The tenant is to give the Landlord and the Superior Landlord or anyone authorised by them in writing, access to the property for the following purposes:
 - a) inspecting the condition of the property, or how it is being used;
 - b) complying with any statutory obligation;
 - c) viewing the property as a prospective buyer or mortgagee or during the last month of the lease period, as prospective tenant;
 - d) valuing the property;
 - e) inspecting, cleaning or repairing property, or any sewers, drains, pipes, wires, cables, serving neighbouring property.

Condition

- 4.0 The tenant is to comply with the following duties in relation to the property:
- a) To maintain the state and condition of the interior decorations of the property
 - b) Not to make any structural alterations, external alterations or additions to the property.
 - c) Not to make any other alterations unless with the Landlord's consent in writing.

Transfer

- 5.0 The Tenant is to comply with the following:
- a) Not to sub-let any part of the property.

Other Matters

- 6.0 The tenant is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he receives it.

Rent Review

- 7.0 The rent is to be reviewed annually on the anniversary of the tenancy.

Damage

- 8.0 If the property is damaged by any of the risks to be insured under Clause 10.0 and as a result of that damage the property , or any part of it, cannot be used for the use allowed. The rent, or a fair proportion of it is to be suspended for three years or until the property is fully restored if sooner.

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

Quiet enjoyment

- 9.0 While the tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the land lord or any trustee for the Landlord.

Insurance

- 10.0 The Superior Landlord is to keep the property insured with reputable insurers to cover:

- a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent;
- b) against fire, lightening, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Superior Landlord;

so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions.

- 10.1 The Superior Landlord to take all necessary steps to make good as soon as possible damage to the property caused by insured risks except to the extent that the insurance is not paid because of the act or default of the Tenant.
- 10.2 Superior Landlord to give the Tenant at his request once a year particulars of the policy and evidence form the insurer that is in force.
- 10.3 The tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy.

Forfeiture

- 11.0 This tenancy comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- a) payment of any rent is one month overdue;
 - b) the tenant has not complied with any of the terms in this lease;
 - c) the Tenant if an individual is adjudicated bankrupt.

End of Tenancy

- 12.0 When this tenancy ends, the Tenant is to return the property to the Landlord leaving it in the state and condition in which the lease requires the Tenant to keep it.
- 12.1 If the Landlord so requires the Tenant to remove anything the Tenant fixed to the property and make good any damages which that causes.

Arbitration

- 13.0 Where there is a dispute in any matter governed by this tenancy agreement between the Tenant, the Landlord or the Superior Landlord, the matter should be decided by arbitration and be referred to a single arbitrator under the Arbitration Acts. The Superior Landlord, the Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment.

Signed as a deed by/on behalf of the Superior Landlord and delivered in the presence of

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Witness

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Witness's occupation and address

Signed as deed by/on behalf of the Landlord and delivered in the presence of

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Witness

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Witness's occupation and address

Signed as deed by/on behalf of the Tenant and delivered in the presence of.

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Witness

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Witness's occupation and address

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