

LEASE

between

and

And

CHARLES KENNEDY MP

2011

SUBJECTS: OFFICE PREMISES AT 5
MACGREGOR'S COURT, DINGWALL

MACARTHUR & CO
Solicitors
Inverness

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INVERNESS

LEASE

between

(1) [REDACTED]
[REDACTED]
[REDACTED] the President and Secretary respectively and as such Trustees for the ROSS SKYE AND LOCHABER LIBERAL DEMOCRAT ASSOCIATION having a place of business at 5 MacGregor's Court, Dingwall
(who and whose successors are hereinafter referred to as "the Landlord")

and

(2) CHARLES KENNEDY MP, residing at [REDACTED]
[REDACTED]
(hereinafter referred to as "the Tenant")

FIRST

Subjects of Let and
Duration

The Landlord hereby lets to the Tenant but expressly excluding assignees legal or conventional and sub-tenants whomsoever ALL and WHOLE the office premises and ground relative thereto comprising Five MacGregor's Court, Dingwall ("the Premises") and that for the period from First September Two Thousand and Eleven (hereinafter referred to as "the Date of Entry") to Twenty-eighth May Two Thousand and Fifteen (hereinafter referred to as "the Date of Expiry") and from month to month thereafter. The Tenant shall be entitled to terminate the Lease with effect from the Date of Expiry or at any time thereafter upon giving one month's written notice to the Landlord. The Landlord shall be entitled to terminate the Lease with effect from the Date of Expiry or at any time thereafter upon giving one month's written notice to the Tenant. The Tenant may also terminate the lease at any time on giving one month's notice to the Landlord but only in the event that the Tenant ceases to be the Member of Parliament for the Westminster Parliamentary Constituency of Ross, Skye and Lochaber.

SECOND

The Tenant shall pay to the Landlord for the Premises rent at the rate of FOUR

THOUSAND SEVEN HUNDRED AND FIFTY POUNDS (£4,750) per annum exclusive of VAT payable monthly in advance by equal monthly instalments the first payment being due on the Date of Entry and subsequent payments on the First day of each month thereafter. The rent will be paid to the Landlord on the due date by Standing Order.

Interest at the rate of 6% per annum will be exigible on any payment outstanding after the due date until receipt of monies.

THIRD

The Tenant shall pay promptly and relieve the Landlord of liability for all charges incurred for non-domestic rates, electricity, gas, telephone, and other supplies or services in respect of the Premises during the currency of the tenancy.

FOURTH

The Tenant accepts the Premises as being in good tenantable condition and repair and shall be bound to maintain the interior of the Premises throughout the period of the Lease and to leave the Premises at the termination thereof for any reason in the like good tenantable condition and repair. The Tenant shall be responsible for any internal decoration which may be required and shall be liable for the redecoration of the Premises in a competent and professional manner during the last year of the Lease howsoever arising. The Landlord undertakes to maintain the structure and the exterior of the Premises in their current condition fair wear and tear excepted and will keep in repair and good working order the installations in the Premises for the supply of water, gas, electricity and sanitation provided always that any defects in such installations are not due to improper use of them or neglect by the Tenant. The Landlord will be responsible for any statutory obligations arising from said maintenance obligation.

FIFTH

Cleaning

The Tenant undertakes throughout the period of the Lease to keep the Premises regularly cleaned.

SIXTH

Use

The Premises shall be used by the Tenant as a constituency office for the carrying out of his duties as a Member of Parliament and shall be for occupation by the Tenant and his staff only. The Tenant is prohibited from using the Premises or permitting them to be used for any other purpose whatever. In its use of the

Premises the Tenant will be obliged to comply with the statutory obligations incumbent upon such a use including those arising in terms of the Fire (Scotland) Act 2005 and the Fire Safety (Scotland) Regulations 2006 as amended from time to time.

SEVENTH
Alterations

The Tenant shall not carry out nor permit to be carried out any structural or other alterations or additions to the Premises nor erect any additional buildings or structures without the prior written agreement of the Landlord.

EIGHTH

There is reserved to the Landlord or his agent or any other person authorised by him a right of access to the Premises at all reasonable times on giving prior notice to the Tenant (One) for the purpose of inspection of the Premises and effecting repairs or maintenance thereof or any other similar purpose and (Two) for the purpose of using the attic space at the Premises for the storage of papers and other documents either in physical or electronic format.

NINTH
Indemnity

The Tenant shall indemnify the Landlord against all liability for which the Landlord may become responsible as a result of anything done or omitted to be done on the Premises by the Tenant, his servants or agents or any other party for whom the Tenant may be responsible and against all relative or consequential expenses. The Landlord undertakes on receipt of a written warning from the Tenant to take reasonable precautions to prevent any loss or damage occurring to the Premises.

TENTH

The Landlord undertakes to insure the Premises against fire and such other risks against which commercial property is normally insured and against loss of rent for a period of two years and to pay the premiums in respect of the necessary policy. In the event of damage caused by any of the risks insured against by the Landlord under said policy such that the Premises are no longer capable of occupancy either in whole or in part, the Landlord shall have the option to carry out the work required to reinstate said damage, or alternatively terminate this Lease on giving one month's written notice to the Tenant and retain the proceeds of any claim arising as a result of said damage. The Tenant shall not either by himself or through any other person for whom he is liable do anything which would negate or otherwise prejudice the terms of said policy. The insurance of all contents within the Premises belonging to

the Tenant shall be the sole responsibility of the Tenant. The Tenant will maintain third party and occupier's liability insurance to a level of at least £2,000,000 for any one claim.

ELEVENTH

The Landlord shall not be liable for the temporary deprivation of the occupancy or the full use and enjoyment of the Premises through the bursting, leaking or failure of water supply, waste or soil pipes or the choking, stoppage or overflow thereof of the drains, gutters, rhones or conductors or from the failure, fusing or breakdown of gas or electric cables, wires or appliances.

TWELFTH

The Tenant shall not assign this Lease in the whole or in part nor sub-let nor part with the possession of the Premises or any part thereof.

THIRTEENTH

The Tenant binds himself to flit and remove with all his goods and gear on the Date of Expiry or earlier or agreed date of termination of the Lease hereunder without any warning away or process of removal and to make good any damage caused by the removal of any fittings which he may be entitled to remove.

FOURTEENTH

If the rent or any instalment or part thereof is in arrears and the Tenant has failed to make payment of such arrears for a period of fourteen days after he has been required by notice from the Landlord to do so the Landlord may terminate this Lease and resume possession of the Premises. If the Tenant shall be in breach of or fail to implement any of his other obligations under this Lease and shall have failed to remedy such breach or implement such obligation within a period of fourteen days, or such longer period as may be specified by the Landlord, after being requested by the Landlord to do so the Landlord may terminate this Lease and resume possession of the Premises and may also recover from the Tenant all loss or damage which the Landlord may sustain as a result of such breach or non-implementation.

FIFTEENTH

In the event that the Premises become incapable of occupation whether in whole or in part due to damage arising from any of the risks insured against by the Landlord, the rent or a fair proportion thereof shall cease to be payable by

the Tenant until the said damage has been reinstated or until the expiry of a period of two years from the date on which it became incapable of occupation as aforesaid, whichever occurs first.

SIXTEENTH

This Lease shall be construed in accordance with the laws of Scotland and parties prorogate the exclusive jurisdiction of the Scottish Courts.

SEVENTEENTH

The parties consent to the registration of this Lease for preservation and execution: IN WITNESS WHEREOF

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

1/1/2019

2/1/2019

26/1/2019
[Redacted signature]