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Smart Lease Tenancy Agreement Terms & Conditions



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Terms & Conditions

1. Main Terms

- 1.1. You must pay the rent shown on the particulars page of the tenancy deed from the rent start date.
- 1.2. We will let the property to you at the rent shown for the term of the tenancy agreement specified in the tenancy deed.

2. Rights

- 2.1. You can share the entrances, roads and paths on the estate which lead to the property (the “**shared areas**”). You can also use any ducts, flues, gutters, pipes, drains, sewers, cables, wires or other ways of carrying water, waste, gas and electricity on the estate (the “**services**”) to or from the property. You must use all of these in a reasonable and proper way, in line with any regulations we set.
- 2.2. We have the right to alter or close any shared areas as long as we provide other suitable facilities, unless this is not possible because of an emergency. We also have the right to use (and repair, alter or replace) any services which also serve other properties.
- 2.3. We have the right to enter the property for the purposes and on the terms set out in the tenancy agreement. We will give you reasonable notice of this, unless there is an emergency.
- 2.4. We have the right to move and/or reallocate any car parking spaces if provided so long as we make suitable alternative arrangements on no less than 5 working days’ notice.
- 2.5. We have the right to erect scaffolding at the property in order to fulfil our responsibilities to you and to the other occupiers of the estate and we have the right to deal with the remainder of the estate as we see fit.

3. Our Responsibilities

- 3.1. We are responsible for the following:
 - (a) as long as you pay the rent and carry out your responsibilities, you can use the property during the period of the tenancy agreement without any interference from us;
 - (b) during the period of the tenancy agreement, we will insure the property (except glass and the contents of the property) to cover against fire, terrorism and other risks that we will decide;
 - (c) we will maintain:
 - (i) the structure and outside of the property;
 - (ii) the shared areas; and
 - (iii) the services up to the point where they enter the property;
 - (d) we do not have to:
 - (i) repair damage you cause;
 - (ii) repair wear and tear;
 - (iii) put the outside and structure of the property, any shared areas or any services which we provide into

a better condition than they were in at the start of the tenancy agreement; or

- (iv) repair, replace or maintain any heaters (whether working or otherwise) provided in the Property at the time of letting;
- (e) we are not responsible for any interruptions in any of the services that are caused by events beyond our control.

4. Your responsibilities

- (a) You are responsible for the following:
 - (i) you must pay the rent as soon as it is due by direct debit;
 - (ii) you must not hold back any part of the rent for any reason (the legal term for this is “**set off**”);
 - (iii) at the same time that you pay the rent, and any other amount you have to pay under the tenancy agreement, you must also pay any VAT;
 - (iv) you must pay interest on any rent or any other amount you have to pay under this tenancy agreement which is overdue for seven (7) days after its due date. The interest will be 4% a year above the base rate of The Royal Bank of Scotland, for the period from the due date until you pay it;
 - (v) you must pay all business rates, taxes, and other amounts relating to the property, including any amount set after the date of the tenancy agreement. You must pay these amounts, on time, to the relevant authority;
 - (vi) you must pay all the charges for all water, gas, electricity and similar services you use on the property, whether invoiced directly from the utility provider or via the Landlord;
 - (vii) you must keep to all Acts of Parliament, orders, regulations, bye-laws, rules and any other legislation that applies to the property and how you use it. You will carry out any work that is needed under legislation and not do anything which may mean that work needs to be carried out on the property or on the estate;
 - (viii) where we hold the estate under a superior lease you must comply with the covenants and conditions on the part of the tenant contained in our lease so far as they relate to you and as otherwise set out in the Notes section of the Tenancy Deed;
 - (ix) you must give us, immediately, a copy of any notice you receive about the property;
 - (x) you must only use the property for the permitted use as shown on the particulars page of the tenancy deed. We do not warrant that the property may lawfully be used for the permitted use. You must not store goods (including any bin stores or skips) outside any buildings at the property or anywhere else on the estate;

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- (xi) you must not apply for, or put into effect, any planning permission for the property without our written permission;
- (xii) you must not do anything which is a nuisance or annoys us or anyone else on the estate or do anything which is unlawful or immoral;
- (xiii) you must not allow any substances that are toxic, poisonous, dangerous or that may cause contamination to be on, or to escape from, the property. You will be liable for (in legal terms "indemnify" us against) any costs or liabilities that arise because you have not met this responsibility. This includes the costs of cleaning up;
- (xiv) you must not do anything which may make any insurance policy relating to the property or other areas of the estate invalid, or which may increase the premiums for that insurance. You must keep to all the fire precautions for the property set by the insurers or any fire officer of the local authority;
- (xv) you must not transfer, sublet, charge, hold on trust or share occupation, part with possession of or give up the whole or any part of the property;
- (xvi) you must allow us to enter the property (with other people we have authorised) so we can carry out our responsibilities under the tenancy agreement. We will visit you at reasonable times and give you notice (except in an emergency). The people who come into the property must disturb you as little as possible and must repair any damage they cause;
- (xvii) during the last three (3) months of the period of the tenancy agreement, you must let us put up a "To Let" board in a suitable place on the property and allow us to visit the property with prospective tenants on reasonable notice;
- (xviii) you must pay all our reasonable costs and expenses in connection with:
 - (a) any application you have made for approval or permission (whether or not it is given, unless it is illegally refused);
 - (b) preparing and serving any notice that you have not carried out your responsibilities under the tenancy agreement, including legal notice, even if you keep to the notice or we do not follow it up; and
 - (c) collecting, or trying to collect, any rent you owe;
- (xix) unless we give you prior written consent (which is entirely at our discretion) you must not alter the inside or outside or structure of the property or add anything to it (including displaying any signs, posters, advertisements, satellite dishes, aerials and so on), inside or outside. You must remove any alterations or additions that we have not given you permission for as soon as we ask you to;
- (xx) you must use the property carefully and keep it neat and tidy. You must keep the services in the property in good working order and repair any damage to them and to the rest of the property, including any damage caused by vehicles hitting the outside doors and cladding of the property. All repairs and decoration must meet our standards;
- (xxi) at the end of the tenancy, you must leave the property, remove all your belongings and fixtures and fittings, including signs, and repair any damage you have caused by removing them. You need to leave the property in a neat and tidy condition. However, you will not be required to repair any reasonable fair wear and tear caused to the property during the term of your tenancy;
- (xxii) if we suffer any loss or damage as a result of your actions or by anyone under your control or who has been invited by you as a result of:
 - (a) the repair or the state of repair or condition of the property save for any fair wear and tear;
 - (b) any breach of your responsibilities or from the use of the property
 - (c) out of any works carried out at any time during the period of the tenancy; or
 - (d) any act neglect or default;

you will be liable for (in legal terms "indemnify" us against) any costs or liabilities that arise.

5. If You Do Not Carry Out Your Responsibilities

- 5.1. If we serve you with a written notice because you have not carried out your responsibilities under this tenancy, you must meet the conditions of the notice within one month (or immediately if there is an emergency).
- 5.2. If you do not do this, we have the right to enter the property and put right the problem, if necessary. You must pay us, when we ask, all our costs and expenses associated with this (in legal terms this will be a debt you owe us).
- 5.3. If you do not comply with the terms of the lease, we may terminate your lease (see Clause 6.1 below).
- 5.4. If you leave anything in the property at the end of the tenancy agreement (however it ends), we can sell these goods for you or charge you for removing them. We will give you any money we receive from selling your goods, less our expenses and any sums owed to us.

6. Consequences Of Damage Or Destruction

If you cannot use all or part of the property because it has been damaged or destroyed (other than as a result of anything that you do or fail to do), you do not have to pay all or part of the rent (depending on the amount of damage) until the property is fit for use.

7. Ending The Tenancy Agreement

7.1. We may end the tenancy by re-entering the property, or part of it, if:

- (a) any rent or other amounts are overdue for 14 days or more (whether or not we have demanded them);
- (b) you do not carry out any of your responsibilities under the tenancy agreement;
- (c) you (as an individual or company) become bankrupt, insolvent, enter liquidation (whether voluntary or involuntary), appoint a receiver, administrative receiver or liquidator or apply for an interim order under the Insolvency Act 1986;
- (d) a petition is made to appoint an administrator; or
- (e) you enter into an arrangement with creditors.

When we re-enter the property, the tenancy agreement will end but we will keep any rights we have because you have not carried out your responsibilities.

8. Using Your Break Clause

You may give us written notice to end the tenancy agreement on your Break Date or at any time thereafter. In order for this to be effective you need to:

- (a) Give us 3 months' written notice;
- (b) Submit the Exit Form in the form attached;
- (c) Leave the Property on or before the Break Date in the condition required under Clause 3(xxi); and
- (d) Have paid all rent due under the terms of the lease.

You will still be liable to pay rent up to the date the tenancy ends, and you will still be liable beyond that date for your responsibilities under the tenancy agreement.

9. General Conditions

9.1. Notices relating to the tenancy agreement or to the property must be served to us either by:

- (a) First class post to our registered address (as stated under 'Landlord' in the Tenancy Deed) two days before the date you wish to the notice to be valid; or
- (b) By email to notices@industrials.co.uk on or before the date you wish to serve the notice.

9.2. We and you also agree that:

- (a) you do not have any rights over the rest of the estate, unless they are set out in the tenancy agreement;
- (b) if you are a joint tenant, you are responsible jointly with the other tenant or tenants and individually; and
- (c) if we do not allow you to do something under the tenancy agreement, you must not allow anyone else to do it.

10. Deposit

10.1. The Performance Deposit is held as a retainer for performance of all your obligations under this Agreement and is not intended to be a reserve from which fees may be paid. Notwithstanding this, where we are entitled to do so, we may (at our sole discretion) take off any amounts due to us to cover unpaid rent or the cost of putting anything right that you should have done under this tenancy agreement. You will then be required to top up the deposit back to the original level within 10 working days. Until the monies owed are paid or the deposit amount is topped up you will remain in breach of this Agreement, and hence you may be liable to the actions stated in Clause 4.

10.2. At the end of the term, we will repay the deposit to you by BACS within 30 days after the later of you (i) leaving the property; and (ii) the date upon which you provide us with all account information necessary for us to make such payment. We will take off any amounts to cover any unpaid rent and the cost of putting anything right that you should have done under this tenancy agreement but did not.

11. Landlord And Tenant Act

If we agree in the Tenancy Deed that your lease is not subject to sections 24 to 28 of the Landlord and Tenant Act 1954, then you will be served a valid warning notice on or before the date of the tenancy deed and you or an authorised person on your behalf will need to make a declaration on or before the date of the tenancy deed. This means that you will not have an automatic right to renew your tenancy, or benefit from security of tenure.

12. Guarantee

The guarantor (if any) agrees with us that if you do not pay any rent or other amounts on the dates they are due, or you do not carry out any of your responsibilities, they will pay us all losses, damages, costs and expenses we suffer as a result. The guarantor's liability will not be reduced or cancelled by any extra time we give you or if we do not enforce our rights against you. If the tenancy agreement is disclaimed or if you (being a company) are struck off the register or no longer exist, we may ask the guarantor to take a new tenancy agreement of the property. This new tenancy agreement will apply from the date the original tenancy agreement was disclaimed or the date the company was struck off or no longer existed, until the date the original tenancy agreement was due to end. The new tenancy agreement will be on the same terms as this tenancy agreement (but without another guarantor). The guarantor must pay the reasonable costs of granting the new tenancy agreement. If we ask the guarantor to take a new tenancy agreement, we will give them notice, in writing, within three months of the disclaimer or us receiving notice that the company has been struck off or no longer exists.

13. Privacy

Unless you opt out by emailing us at unsubscribe@industrials.co.uk we will keep you informed by email, post and/or telephone about information in relation to other leasing opportunities and general updates about our services that may be of interest to you. We will not sell your contact information to 3rd parties.

Useful Contact Information

Asset Manager	
Property Manager	
Agent	
Property Address	
Unit Number	
Lease Date	
Lease Duration	

enquiries@industrials.co.uk

0800 1 22 3330



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