

THIS AGREEMENT is made the day of

BETWEEN

- (1) **LEEDS CITY COUNCIL** of Civic Hall Leeds LS1 1UR ("the Landlord")
- (2) **(Name) of (Address) OR (Company Name and Number)** whose registered office is
at **(registered office address)** ("the Tenant")

WHEREBY IT IS AGREED as follows:

1. Definitions and Interpretation

1.1. In this Agreement where the context so admits:

"Common Parts"	means those parts of the Market designated from time to time by the Landlord for the use of the general public and the tenants or other occupiers of the Market
"Heritage Features"	means features such as fascia boards fireplaces columns and other decorative or structural features that form part of the Premises and which have been identified as heritage features by the Council and set out in the Fourth Schedule
"Insured Risks"	means fire lightning storm explosion riot civil commotion aircraft and aerial devices and such other risks as the Landlord shall have from time to time insured against
"the Market"	means the Landlord's Kirkgate General Market in the City of Leeds shown with a broken black line on the Plan

"Opening Hours"	means the days and hours as the Landlord shall determine from time to time as those during which the Market shall be open to the Tenant and notified to the Tenant in accordance with clause 22
"the Permitted Use"	means use as a [retail shop][café][hot food takeaway] for the sale of (insert goods to be sold)***** or such other use as the Landlord shall approve such approval not to be unreasonably withheld or delayed PROVIDED that it will be reasonable for the Landlord to withhold consent where the proposed change of use would in the reasonable opinion of the Landlord give rise to the sale of items or goods which conflict with or are inconsistent with the items or goods sold in that vicinity of the Market in which the Stall is situate
"the Plan"	the plan attached to this agreement
"the Premises"	Unit***** shown coloured/ edged ***** on the Plan bounded by and including: <ul style="list-style-type: none"> (i) the floor and ceiling finishes; (ii) the inner half severed medially of the internal non load bearing walls that

divide the Premises from any other premises;

- (iii) the interior plaster and decorative finishes of all walls bounding the Premises;
- (iv) the whole of the shop front including shutters, blinds and fascias;
- (v) all alterations and improvements to the Premises;
- (vi) all doors and windows and their frames and glass;
- (vii) the counter furniture and the fixtures and fittings (other than tenants fixtures and fittings); and
- (viii) the Service Media exclusively serving the Premises, but excluding:
 - (ix) all Service Media which do not exclusively serve the Premises; and
 - (x) exterior, structural loadbearing walls.

"the Prescribed Rate" means 2% above the base Rate for the time being of National Westminster Bank plc

"the Rent" £[] plus VAT per square foot for the ground floor of the Premises; and
£[] plus VAT per square foot for the first floor of the Premises; and

	<p>an enhanced payment of £[] plus VAT for</p> <p>[] additional trading frontages</p> <p>as reviewed in accordance with the</p> <p>provisions of the Schedule 3</p>
"the Rent Payment Date"	<p>means the 1st day of the month or such day</p> <p>as the Landlord shall reasonably determine</p> <p>from time to time for payment of the Rent</p> <p>and "Rent Days" shall be construed</p> <p>accordingly</p>
"the Service Charge"	<p>means the sums ascertained in accordance</p> <p>with Schedule 2</p>
"Service Charge Percentage"	<p>means the initial estimated service charge</p> <p>of £xxx plus VAT per calendar month</p>
"Service Media"	<p>all media for the supply and removal of</p> <p>heat, electricity, gas, water, sewage, air</p> <p>conditioning, energy, telecommunications,</p> <p>data and all other services and utilities and</p> <p>all structures, machinery and equipment</p> <p>ancillary to those media.</p>
"VAT"	<p>value added tax chargeable under the</p> <p>Value Added Tax Act 1994 or any similar</p> <p>replacement or additional tax.</p>

- 1.2. Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

- 1.3. A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.4. Any obligation in this lease on the Tenant not to do something includes an obligation not to agree or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.5. Where the context so admits the term "the Council" shall be interpreted as being in its capacity as landlord and not as planning or building regulation authority
- 1.6. Words importing the masculine gender shall include the feminine and the singular include the plural and vice versa unless the contrary as to gender or number is expressly provided or unless the same is inconsistent with the context
- 1.7. Where the expression "the Tenant" comprises two or more persons firms or companies the obligations of the Tenant shall be construed as joint and several and in particular the right of re-entry herein shall be construed as arising on the occurrence of any of the circumstances mentioned in relation to any one or more of such persons firms or companies and the Landlord shall not be prejudiced by any agreement bankruptcy composition dealing death or dissolution indulgence liquidation or security in relation to some one or more of the Tenant
- 1.8. A reference to the Premises include any part of the Premises unless the context requires otherwise
- 1.9. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a

reference to its successors in title and assigns. A reference to a guarantor is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement

2. **The Letting**

- 2.1. The Landlord lets and the Tenant takes the Premises **TOGETHER** with the rights set out in Part 1 of Schedule 1 but **RESERVING** to the Landlord the rights set out in Part 2 of Schedule 1 **FROM** the day of on a yearly tenancy until determined as hereinafter provided
- 2.2. The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Rent and all VAT in respect of it;
 - (b) the Service Charge and all VAT in respect of it;
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.
- 2.3. The tenancy may be determined by either party giving not less than six months' notice in writing to the other expiring at any time

3. **Rent and Service Charge**

- 3.1. The Tenant shall pay the Rent and any VAT in respect of it in equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by direct debit or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 3.2. The first instalment of the Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date; and
- 3.3. The Tenant shall pay the Service Charge in accordance with Schedule 2

4. **Rates, Taxes and Outgoings**

The Tenant:

- 4.1. shall pay and discharge all general and water and other rates taxes and charges which are now or at any time during the tenancy assessed rated charged or imposed upon or payable in respect of the Premises or any part thereof
- 4.2. shall pay and indemnify the Landlord against all charges in respect of electricity gas water telephone and telecommunication services consumed on or provided in relation to the Premises
- 4.3. shall pay VAT

All sums payable by the Tenant are exclusive of any VAT that may be chargeable.

The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment, or, if earlier, the date on which that supply is made for VAT purposes.

5. **Permitted Use**

The Tenant shall not use the Premises for any purpose other than the Permitted Use

6. **Nuisance**

The Tenant shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other occupiers of the Market or any owner or occupier of neighbouring property or the general public.

7. **Not to Void Insurance**

The Tenant shall not do anything upon the Premises or the Market which may render the Landlord liable to pay an increased rate of premium for insurance or which may make void or voidable any policy of such insurance.

8. **Signs**

- 8.1. The Tenant shall not place any bills signs lettering names or inscriptions on the windows or any part of the Premises so as to be seen externally without the previous consent in writing of the Landlord such consent not to be

unreasonably withheld or delayed but this shall not prevent the Tenant from maintaining a normal retail display without the Landlord's consent

- 8.2. The Tenant shall display in such manner as the Landlord may reasonably require a sign of a size and form approved by the Landlord (such approval not to be unreasonably withheld or delayed) showing the name trading name and business of the Tenant and to keep the same visible and undefaced

9. **Repair and Decoration**

- 9.1. The Tenant shall:

9.1.1. keep the Premises with the glass in the windows (if any) the counters (where provided) and all shutters door locks fastenings and other fittings and fixtures and additions thereto (including those of the Tenant) clean and in good and substantial repair and condition (damage by an Insured Risk and reasonable wear and tear excepted); and

9.1.2. keep the interior and the exterior of the Premises in good decorative repair (damage by an Insured Risk excepted)

- 9.2. The Tenant shall prior to the carrying out of any work pursuant to this clause 9 obtain the Landlord's written approval to the work proposed by the Tenant such approval not to be unreasonably withheld or delayed **PROVIDED** that the Landlord may withhold its consent where the proposed work is not in keeping with the general decorative standard and appearance required in the Market as reasonably specified from time to time by the Landlord

10. **Access and Notice to Repair**

- 10.1. The Landlord its officers agents may enter the Premises with or without workmen at all reasonable times to inspect the condition and state of repair and may give the Tenant notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Premises

- 10.2. If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Premises and carry out the works needed.
- 10.3. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 10.4. Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Council's other rights.

11. Auction Sales

The Tenant shall not hold any auction upon the Premises

12. Conduct of Employees

The Tenant shall not act nor permit any person at the Premises expressly or impliedly with his authority to act in any way which in the opinion of the Landlord is likely to cause a nuisance or annoyance to the general public and/or other tenants in the Market or subject any person:

- (a) to any form of harassment (including committing or threatening to commit any assault attack or violent act or any act or omission or series of acts or omissions) that interferes with the peace and/or comfort of that person;
- (b) to any physical abuse (including any actual or threatened assault attack violent act or aggression) and/or verbal abuse (including words spoken) that is intended and/or are likely to cause alarm distress or intimidation; or
- (c) to any form of racial harassment (including any act or omission or series of acts or omissions that in the opinion of the Landlord has been committed by a person of one racial or ethnic origin or religious belief against a person of another racial or ethnic origin or religious belief) on the grounds of their racial or

ethnic origin or religious belief in such a manner that it interferes with the peace and comfort of the person aggrieved or that the person aggrieved fears for their safety or the quality of life of the person aggrieved is reduced.

13. **Alterations**

The Tenant shall not:

- 13.1 make any structural alterations or additions to the Premises or make any non-structural alterations or additions in or to the Premises without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed **PROVIDED THAT** where such alterations or additions are carried out if the Landlord reasonably requires the Tenant shall at his own expense reinstate the Premises to their former condition during the last three calendar months of the tenancy
- 13.2 any shutters that are on the Premises shall not be removed by the Tenant save for the purpose of replacing them with other shutters

14 **Assignment**

- 14.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 14.2 The Tenant shall not assign part of this lease.
- 14.3 **Underlettings**
The Tenant shall not underlet the whole or part of the Premises.
- 14.4 **Prohibition of Other Dealings**
The Tenant shall not charge, part with or share possession or occupation of the Premises or hold the tenancy on trust for any person.

15 **Keep Open**

The Tenant shall keep the Premises open for business throughout the Opening Hours other than in the case of exceptional circumstances beyond the control of the Tenant or in circumstances where the Tenant has obtained the prior written approval of the

Landlord (such consent not to be unreasonably withheld or delayed). For the purpose of this clause, 'open for business' shall mean the ability to serve customers.

16 Compliance with Laws

16.1 The Tenant shall comply with all laws (including all health and safety requirements) relating to:

- (a) the Premises and the occupation and use of the Premises by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Premises;
- (c) any works carried out at the Premises; and
- (d) all materials kept at or disposed from the Premises

16.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Premises whether by the owner or occupier.

17 Re-letting and Sale

17.1 At any time after notice to quit the Premises shall have been given the Tenant shall permit the Landlord to fix on or to the Premises a notice board (but not so as to obscure any door or window) for the re-letting of the Premises and to permit all persons authorised by the Landlord to view the premises during normal working hours and by prior appointment

17.2 The Tenant shall permit all persons authorised in writing to view the Premises at any reasonable time in the daytime without interruption in connection with a prospective letting of the Premises or sale of the Landlord's reversion.

18 Damage by the Tenant

The Tenant shall pay to the Landlord on demand the cost and expense (including surveyors fees) reasonably and properly incurred by the Landlord in making good any damage in the Market or any other adjoining premises of the Landlord caused by the act neglect or default of the Tenant or its agents

19 Indemnity

19.1 The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenants in this lease, or any malicious damage cause to the Premises, or any act or omission of the Tenant, or its workers, contractors or agents or any other person on the Premises or the Market or the Common Parts with the actual or implied authority of any of them

19.2 The Tenant shall take out and maintain the policy of insurance in respect of public liability for such amount as the Landlord shall reasonably require from time to time and such policy shall note the interest of the Landlord and the Tenant shall produce the said policy on request to the Landlord together with evidence that the premiums in respect of the said policy have been duly paid PROVIDED THAT until further notice the amount of such policy shall not be less than £5,000,000 in respect of any one event

20 Refuse

The Tenant shall not deposit refuse in the Market otherwise than in any area thereof designated for the purpose and to ensure that refuse is taken to the designated area throughout the day as necessary to keep the Premises clear of litter and refuse

21 Drains

The Tenant shall not introduce into the drainage system serving the Market any substance matter or thing likely to obstruct or damage the said drainage system and in

default forthwith on demand to pay to the Landlord the cost of removing any obstruction or repairing any damage arising

22 **Regulations**

The Tenant shall comply with:

- 22.1 all regulations made by the Landlord for the effective management and control of the Market and either notified to the Tenant in writing or displayed in a prominent place in the Market and provided that such regulations do not materially change the terms of this Agreement; and
- 22.2 all directions given by the Landlord's duly authorised Officers for the day to day control of the Market

23 **Display / Storage of Goods**

The Tenant shall not display or store any goods above the height of the existing fascia of the stall nor display any goods which protrude beyond the stall at ground level and at fascia level without the prior written approval of the Landlord.

24 **Loading and Unloading**

The Tenant shall not deposit any goods or receptacles so as to obstruct the common parts or ways in the Market nor to park any vehicle in the Market or any part thereof and if the Tenant remains in breach of this clause following reasonable notice from the Landlord (which may be verbal or in writing) the Landlord may remove such goods and receptacles without liability for their safekeeping and charge the costs of such removal to the Tenant **PROVIDED** that this clause shall not prevent the Tenant from loading and unloading without delay goods to and from the Premises

25 **Prohibited User**

- 25.1 Not without the Landlord's prior consent in writing to bring into the Market anything of a specially inflammable or explosive nature and then only in such manner and subject to such conditions as the Landlord may direct

25.2 Not to bring into the Market any animal bird or pet of any kind **PROVIDED**
THAT this sub-clause shall not apply to any animal bird or pet which is
expressly permitted for the purpose of the Permitted Use

26 Fire Fighting Equipment

The Tenant shall carry out such fire risk assessments in relation to the Premises as are required under all relevant laws or required by the insurers of the Premises or reasonably required by the Landlord. The Tenant shall keep the Premises equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Premises or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

27 Pay Interest

If any Rent or any other money payable under this lease has not been paid by 14 days after the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Prescribed Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment

28 Utilities

28.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, water, sewage, telecommunications and data and other services and utilities to or from the Premises and shall comply with all laws and with any recommendations of the relevant suppliers.

28.2 If any of those costs are payable in relation to the Premises together with other property, the Tenant shall pay a fair proportion of those costs.

29 Extractors

29.1 In this clause 29 where the context so admits "The Extractor" means the integrated extraction unit fitted in the café Premises

29.2 The Tenant must:

29.2.1 replace and/or clean the filters for the Extractor as often as is required for optimal operation

29.2.2 maintain the parts of the Extractor that are within the Premises in accordance with the manufacturers guidance

29.2.3 use the Extractors during Opening Hours to ensure that cooking fumes are extracted effectively

29.3 The Tenant must not alter damage or replace the Extractor

29.4 The Landlord shall maintain the parts of the Extractor that are outside the Premises, and shall be entitled to charge the Tenant for the cost of maintenance repair and replacement of the Extractor through the Service Charge

29.5 In the event that the Extractor is damaged due to an act or omission of the Tenant its employees contractors or anyone under the Tenant's control, the Landlord may recoup the cost of repair or replacement.

30 Compressor Units

Not applicable OR

30.1 In this clause 30 where the context so admits:

"Compressor Units" means compressor serving the Premises solely for the purpose of the Permitted Use

"External Plant Deck" means the deck area designated from time to time by the Landlord for the housing of Compressor Units and the associated Cable Containment Tray between the Compressor Units and the Premises

"Cable Containment Tray" means the trunking through the designated channel between the Premises and the External Plant Deck for the containment of the cables serving the Compressor Units

30.2 Subject to obtaining prior written approval from the Landlord, the Tenant may:

30.2.1 install a Compressor Unit:

- 30.2.1.1 of a size and design acceptable to the Landlord
- 30.2.1.2 fitted and in accordance with the Landlord's requirements and the External Plant Deck made good at the Tenant's expense
- 30.2.1.3 in a location on the External Plant Deck designated by the Landlord from time to time
- 30.2.1.4 and install the associated cabling through the Cable Containment Trays

30.2.2 access the External Plant Deck with the prior consent of the Landlord for the purpose of installation, maintenance, relocation and removal of the Compressor Unit

30.2.3 operate the Compressor Unit for the purposes of the Permitted Use

30.3 The Tenant must:

- 30.3.1 keep the Compressor Unit in safe operational condition and provide a copy of a valid and up to date electrical certificate upon request
- 30.3.2 carry out maintenance checks as often as required but not less than once a year
- 30.3.3 carry out all works and maintenance in a good and workmanlike manner
- 30.3.4 move the Compressor Unit to another location on the External Plant Deck or any other location if required to do so by the Landlord
- 30.3.5 remove the Compressor Unit if required to do so by the Landlord at the Tenant's own cost

30.4 Upon:

- 30.4.1 the termination of the Tenancy for any reason; or
- 30.4.2 assignment of the tenancy agreement; or
- 30.4.3 failure to comply with any of the provisions of this clause

the Tenant must make good any damage caused by the Tenant to the External Plant Deck as soon as is practicable at the Tenant's own expense

31. **Heritage Features**

The Tenant must not paint obscure damage deface alter remove or affix anything to the Heritage Features.

32. **Returning the Premises to the Landlord**

At the end of the term the Tenant shall return the Premises to the Landlord in the repair and condition required by this lease

33. **Quiet Enjoyment**

So long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Premises without any unlawful interruption by the Landlord or any person claiming under the Landlord

34. The Landlord shall observe and perform its obligations contained in Schedule 2

35. **Insurance**

The Landlord agrees with the Tenant:

35.1 To keep the Market insured with reputable insurers:

35.1.1 to cover full rebuilding site clearance professional fees and twelve months loss of rent

35.1.2 against damage by the Insured Risks
so far as cover is available at reasonable insurance rates and subject to reasonable excesses and exclusions

35.1.3 to make good as soon as possible damage to the Premises or the Market caused by the Insured Risks except to the extent that the insurance money is not paid because of any act or default of the Tenant or any other tenant in the Market their employees or agents

PROVIDED THAT

if the damage affects other property in which the Landlord has an interest the Landlord does not have to make good the Market or the Premises until that other property has been reinstated if the Landlord is prevented by reasons

outside its control from making good the damage before the expiry of the period for which the Landlord has insured for loss of rent then upon the expiry of that period this

Agreement shall come to an end and all money received under the Landlord's insurance shall belong to the Landlord

AND PROVIDED FURTHER that in the event of substantial damage or destruction to the Market the Landlord is not obliged to reinstate but if it does so it does not have to make good the Market or the Premises in the form and location in which it or they was or were immediately before the damage or destruction

To make available for inspection by the Tenant details of the risks covered by the policy from time to time and reasonable evidence of its terms

36. Rent Suspension

If the Premises or the Market are destroyed or damaged by fire so as to make the Premises unfit for occupation and use, then, unless any policy of insurance in relation to the Premises has been vitiated in whole or part in consequence of any act or omission of the Tenant or its workers, contractors or agents or any other person at the Premises or the Common Parts with the actual or implied authority of any of them, payment of the rent or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Premises have been reinstated to as to make the Premises fit for occupation and use and any payment of rent made in advance by the Tenant for such period shall be refunded to the Tenant by the Landlord

37. Forfeiture

If and whenever:

- 37.1 any rent shall be in arrear for fourteen days after becoming due whether formally demanded or not; or
 - 37.2 if there shall be any breach non-observance or non-performance by the Tenant of any of the terms of this Agreement; or
 - 37.3 the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed; or
 - 37.4 the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent) or has an administrative receiver appointed or has an administration order made in respect of it
- then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter into and upon the Premises or any part thereof in the name of the whole and thereupon the tenancy hereby created shall be determined but without prejudice to the rights and remedies of the Landlord in respect of any antecedent claim or breach of agreement

38. Disputes

Any dispute between the Tenant and the tenant or occupiers of other parts of the Market as to any matter relating to this Agreement shall be decided by the Landlord or in such manner as the Landlord may direct

39. Adjoining Premises

Nothing herein contained or implied by law shall be deemed to restrict the right of the Landlord to use occupy lease or otherwise dispose of any part of the Market other than the Premises upon such conditions and for such trades or businesses or purposes as the Landlord think fit and whether subject to similar restrictive or other conditions or provisions as are herein contained or free from all or any such restrictions or other conditions or provisions or subject to entirely different restrictive or other conditions or provisions

40. Access to the Market

The Tenant shall have the right of access to the Premises and the Market during Opening Hours and access at any other time or times will be permitted at the discretion of the Landlord subject to the Tenant paying to the Landlord the reasonable and proper costs incurred by the Landlord in so doing

41. Notices

Any notice under this Agreement shall be made in writing and notice to the Tenant shall be sufficiently served if left addressed to the Tenant on the Premises or sent to the Tenant by Recorded Delivery Service or left at the Tenant's last known address in Great Britain or Northern Ireland and any notice to the Landlord shall be sufficiently served if delivered to the Council's City Solicitor for the time being or sent to him by Recorded Delivery Service at the Civic Hall Leeds LS1 1UR or to such other address as the Landlord shall notify

AS WITNESS the hands of the parties hereto

SCHEDULE 1

PART 1

The Tenant's Rights

1. **Use of common parts**

To use the Common Parts (in common with others similarly entitled) for all purposes connected with the use and enjoyment of the Premises during the Opening Hours

2. **Services**

The right to receive water and electricity and to receive and send telecommunications and to discharge waste by means of the Service Media in other parts of the Market in common with others similarly entitled

3. **Shelter**

To shelter protection and support for the Premises from the Market

4. **Use of toilets**

To use the toilets in the Market that are designated from time to time by the Landlord in common with others entitled

PART 2

The Landlord's Rights

1. **Services**

To the transmission of water sewerage gas electricity television telecommunications and information through and along the Service Media that now are or may during the tenancy be on the Premises to and from other parts of the Market

2. **Lay Services**

To construct and maintain in on under or over the Premises at any time during the tenancy any pipes wires cables or other service media for the benefit of any other part of the Market

3. **Access**

To enter the Premises at reasonable times and upon seven days written notice except in emergency to:

- 3.1 inspect cleanse maintain repair replace relay or connect to any Service Media in the Premises
- 3.2 measuring inspecting repairing altering renewing or rebuilding the Market or any part thereof or any adjoining or neighbouring premises or any Service Media servicing the same
- 3.3 any other purpose reasonably required in connection with the safe and proper management of the Market

the person or persons exercising such rights causing as little interference as is reasonably possible to the Tenant and the occupiers of the Premises and making good forthwith all damage caused thereby to the Premises

SCHEDULE 2

The Service Charge

1. **Definitions**

- 1.1 "Services" means the services set out in paragraph 4 of this Schedule
- 1.2 "Service Cost" means:
 - 1.2.1 the cost which the Landlord fairly and reasonably incurs in providing the Services together with any VAT but excluding
 - 1.2.2 any expenditure for which any tenant in the Market shall be wholly responsible for; and
 - 1.2.3 any expenditure recovered under the Landlord's insurance

PROVIDED that where any costs or sums (including the cost of staff) have been incurred which relate to both the Market and other property then only the proportion of such costs or sums properly attributable to the Market shall be included in the Service Cost

- 1.3 "Appropriate Officer" means such Officer of the Landlord as the Landlord shall from time to time nominate who shall act in a proper and professional manner
- 1.4 "Financial Year" means a period of twelve months beginning on 1st April in each year (or such other date as the Landlord shall nominate) throughout the tenancy
- 1.5 "Relevant Date" means the First day of October in each year (or such other date as the Landlord shall nominate) throughout the tenancy
- 1.6 "Estimated Service Cost" means the reasonable and proper estimate by the Appropriate Officer of what the Service Cost is likely to be for the immediately following Financial Year
- 1.7 "Provisional Sum" means the Service Charge Percentage of the Estimated Service Cost
- 1.8 "Service Charge" means the Service Charge Percentage of the Service Cost
- 1.9 "Retained Parts" means all parts of the Market not comprised in a demise including (but without limitation) the Common Parts and those parts of the Market possession of which is retained by the Landlord but excluding the Structure and the Plant
- 1.10 "Structure" means and includes
- 1.10.1 the roof and foundations of the Market;
 - 1.10.2 its load bearing walls and columns;
 - 1.10.3 its floor structures including structures supporting balconies and walkways;
 - 1.10.4 stairs and lifts;
 - 1.10.5 all surfaces exposed to the elements
- 1.11 "the Plant" means all mechanical electrical heating air conditioning and ventilating apparatus sprinkler systems and firefighting and prevention

equipment wires pipes conduits sewers and flues within the Market not the exclusive responsibility of any one tenant

2. Provision of Services

- 2.1 The Landlord shall use reasonable endeavours to provide the Services
- 2.2 The Landlord shall not be liable for any failure or delay caused by any necessary maintenance of plant or its breakdown, adverse weather, shortages of personnel materials or fuel industrial disputes or any other causes beyond the Landlord's control PROVIDED that the Landlord could not have taken reasonable precautions to prevent any such failure or delay and endeavours to restore the affected service
- 2.3 The Landlord may vary or discontinue the Services it provides or the way in which it provides them PROVIDED that such variation or discontinuation is reasonable in the circumstances

3. Payment

- 3.1 The Estimated Service Cost shall be calculated and the Tenant notified of the Provisional Sum as soon as reasonably practicable
- 3.2 The Tenant shall pay the Provisional Sum in advance by twelve monthly payments on the Rent Days
- 3.3 The Landlord shall prepare an account of the Service Cost on or as soon as practicable after the Relevant Date immediately following the end of the Financial Year to which it relates
- 3.4 The account shall be certified by the Appropriate Officer
- 3.5 If the Service Charge for any Financial Year shall:
 - 3.5.1 Exceed the Provisional Sum the excess shall be added to the Estimated Service Cost for the following Financial Year
 - 3.5.2 be less than the Provisional Sum the overpayment shall be subtracted from the Provisional Sum for the following Financial Year

- 3.6 The Landlord may vary the Service Charge Percentage if there is any change of circumstances during the tenancy which affects the Tenants liability and such variation is reasonable in the circumstances
- 3.7 If the amount payable by the Landlord in respect of the general and water rates relating to the Retained Parts varies during a Financial Year then the Landlord may vary the Estimated Service Cost accordingly and give the Tenant one month's notice in writing upon the expiry of which the Provisional Sum paid by the Tenant shall be varied accordingly

4. **Services**

The Services are:

- 4.1 the inspection servicing repair maintenance renewal (being necessary renewal in the course of servicing repair and maintenance) cleaning lighting heating ventilation cooling and decoration of the Retained Parts
- 4.2 the inspection servicing repair maintenance and renewal (being necessary renewal as aforesaid) of the Plant
- 4.3 the inspection servicing repair maintenance and renewal (being necessary renewal as aforesaid) cleaning and decorating of the Structure
- 4.4 the provision of security to the Market
- 4.5 insuring in accordance with clause 35 together with public liability insurance and insurance of Plant
- 4.6 the provision of ornamental features displays and decorations
- 4.7 the employment of such staff (including managerial staff surveyors accountants and legal services) as the Landlord consider desirable to facilitate the provision of the Services (including uniforms national insurance contributions pensions bonuses gratuities and perquisites)

4.8

- 4.8.1 the supply of materials necessary for the provision of the Services
- 4.8.2 the supply and maintenance of equipment necessary for the provision of the Services
- 4.9 if the Landlord thinks fit expenditure on advertising the Market including promotional displays and exhibitions
- 4.10 any rates taxes and outgoings borne by the Landlord in respect of the Markets including any imposed after the date of this Agreement (even if of a novel nature)
- 4.11 compliance with all statutory obligations
- 4.12 the cost of the supply of water electricity gas oil or other fuel for the provision of the Services
- 4.13 the proper fees of managing agents in respect of the Market
- 4.14 the disposal and destruction of refuse from the Market and the provision and maintenance of Plant in relation thereto
- 4.15 Rodent control
- 4.16 Any other Services relating to the Market **PROVIDED** that they are:
 - 4.16.1 reasonably necessary for the maintenance operation upkeep or cleanliness of the Market; and
 - 4.16.2 in keeping with the principles of good estate management

THE THIRD SCHEDULE

The Rent Review

1. **IN** this Schedule the expression:
 - 1.1 “Rental Value” means the rent at which the Premises might reasonably be expected to be let without premium in the open market with vacant possession on the relevant Review Date by a willing landlord to a willing tenant upon the same terms (other than the amount of the rent

hereby reserved but including the provisions for review of that rent) as those contained in this Agreement assuming:

- 1.1.1 that the Premises had been fully fitted out and equipped so as to be ready for immediate occupation and use by such willing tenant for the permitted use
- 1.1.2 that the Tenant's agreements herein had been complied with
- 1.1.3 in case the Premises have been damaged or destroyed they have been fully reinstated

but disregarding:

- 1.1.4 any effect on rent arising out of the occupation of the Premises by the Tenant
- 1.1.5 any goodwill attached to the Premises by reason of the user thereof by the Tenant
- 1.1.6 any works carried out by the Tenant which would diminish the rental value of the Premises
- 1.1.7 any effect on rent of any improvement carried out at the expense of the Tenant during the Term otherwise than under an obligation to the Landlord

1.2 "Review Date" means the Review Date as defined in paragraph 2 of this schedule

1.3 "Current Rent" means the rent immediately payable by the Tenant prior to the relevant Review Date

2. **THE** Landlord may from time to time call for a review of the rent reserved by this Agreement by serving upon the Tenant not less than three months written notice (the "Review Notice") specifying the date from which the Landlord propose that the review should take place (the "Review Date") and if upon such review it shall be agreed or

determined that the Rental Value of the Premises at the Review Date is greater than the Current Rent then as from and including the Review Date the yearly rent payable hereunder shall be increased to the Rental Value so agreed or determined

PROVIDED THAT in no circumstances shall the rent payable hereunder following the Review Date be less than the Current Rent

3.

3.1 **IF** by a date three months after the Review Date the parties hereto have failed to agree the rent payable from the Review Date the Landlord and the Tenant may agree upon a Valuer to determine the Rental Value but in default of such an agreement the Landlord or the Tenant may at any time apply to the President for the time being of the Royal Institution of Chartered Surveyors to appoint a Valuer to determine the Rental Value

3.2 **THE** Valuer shall act as an Arbitrator and the provisions of the Arbitration Act 1996 shall apply

3.3 **IF** the Valuer refuses to act or is incapable of acting or dies the Landlord or the Tenant may apply to the President for a further appointment of a Valuer to act in the same capacity

4. **AS** from the Review Date the rent reserved by this Agreement shall be the rent (not being less than the Current Rent) either agreed between the parties hereto or a rent equal to the Rental Value as the case may be ("the Revised Rent") but if the Revised Rent has not been agreed or determined at the Review Date the Tenant shall continue to pay the Current Rent and on the next Rent Day after such agreement or determination the Tenant shall pay to the Landlord the amount of the difference between the Current Rent and the Revised Rent for the period commencing on the Review date and ending on the Rent Day next following such agreement or determination together with interest thereon calculated at the Prescribed Rate applicable at the date of determination of the Rental Value or the date of agreement of

the Revised Rent (as the case may be) and the Tenant shall thenceforth pay the Revised Rent if greater than the Current Rent

5. **UPON** determination of the Rental Value or agreement of the Revised Rent (as the case may be) at any time the Landlord and the Tenant shall forthwith complete and sign a memorandum at the expense of the Tenant recording the Rent thenceforth payable

THE FOURTH SCHEDULE

Heritage features

[Insert details or Not applicable]

SIGNED by:[*insert name*]
duly authorised to sign
for and on behalf of the Landlord

[SIGNED by
(individual)
in the presence of:

Witness Signature

Witness Name

Witness Address

[SIGNED BY
(*Print name of Director*)
on behalf of *insert COMPANY NAME*
in the presence of:

Witness Signature

Witness Name

Witness Address

DATED

XXX

LEEDS CITY COUNCIL

and

XXXXXX

**TENANCY AGREEMENT
of Trading Units XXX
Kirkgate Market
in the City of Leeds**

**Legal Services
Leeds City Council
Civic Hall
LEEDS
LS1 1UR**