

**DATED**

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**AGREEMENT FOR LEASE**

relating to

**UNIT [ ] [ ], STOKESLEY BUSINESS PARK, STOKESLEY, MIDDLESBROUGH TS9 [5YJ]**

between

**ARMSTRONG RICHARDSON AND COMPANY LIMITED**

and

**[TENANT]**

## **CONTENTS**

Documents attached to this Agreement:

1. Lease with Lease Plans.

**THIS AGREEMENT** is dated [DATE]

**PARTIES**

- (1) Armstrong Richardson and Company Limited incorporated and registered in England and Wales with company number 206334 whose registered office is at Mount Pleasant Way, Stokesley Business Park, Stokesley, North Yorkshire TS9 5NZ (**Landlord**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Tenant**).

**BACKGROUND**

- (A) The Landlord owns the freehold of the property at Broughton Bridge Farm, Stokesley Business Park, Stokesley, Middlesbrough TS9 5YJ and has agreed to grant the Tenant a lease of the property on the terms contained in this Agreement.
- (B) The grant of the lease conditional on the Condition being satisfied within the Conditional Period.

**OPERATIVE PROVISIONS**

1. **INTERPRETATION**

1.1 **Defined terms**

In this Agreement, the following words and expressions have the following meanings:

<b>Commercial Conditions</b>	the Standard Commercial Property Conditions (Second Edition)
<b>Completion Date</b>	As set out in <b>paragraph 2.3 of Schedule</b> Error! Reference source not found..
<b>Condition</b>	The formal exchange of agreements for lease for a minimum of [area] which become unconditional in accordance with the terms thereof save for any conditionality similar to this condition
<b>Conditional Period</b>	Beginning on the date hereof and ending at 5pm on [ 6 months]
<b>Contract Rate</b>	4% per annum above the base lending rate from time to time of [National Westminster Bank Plc]
<b>Deposit</b>	[ ] (exclusive of VAT)

<b>Landlord's Solicitors</b>	Jacksons Law Firm of Central Square Forth Street, Newcastle Upon Tyne NE1 3PJ (Ref: RAD/104205.31)
<b>Lease</b>	a lease to be granted by the Landlord to the Tenant in the form attached to this Agreement
<b>Premium</b>	[amount] (exclusive of VAT)
<b>Property</b>	The Property known as Unit [ ] [ ] described in more detail in the Lease and shown for identification edged red on the plan attached to the Lease.
<b>Tenant's Solicitors</b>	[ ] [ ]
<b>Title Number(s)</b>	NYK322217; NYK347672
<b>Unconditional Date</b>	The date on which the Condition has been satisfied or waived in accordance with clause 5.

## 1.2 Construction

In this Agreement:

- 1.2.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.2.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.2.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2.9 A reference to writing or written includes fax but not e-mail.
- 1.2.10 References to a document in agreed form are to that document in the form agreed by the parties.
- 1.2.11 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.2.12 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.2.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.2.15 Unless this Agreement otherwise expressly provides, a reference to the Property is to the whole and any part of the Property.
- 1.2.16 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.
- 1.2.17 Landlord includes the Landlord's successors in title and any other person who is or becomes entitled to the reversion (whether immediate or not) expectant on the term to be created by the Lease.
- 1.2.18 Tenant does not include the Tenant's successors in title.
- 1.2.19 "including" means "including, without limitation";
- 1.2.20 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;
- 1.2.21 "working day" has the meaning given to it in the Commercial Conditions;

1.2.22 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

### 1.3 **Commercial Conditions**

Part 1 of the Commercial Conditions, as varied by **Schedule 1**, form part of this Agreement so far as they are applicable to the letting of the Property and are consistent with the express terms of this Agreement. Part 2 of the Commercial Conditions do not form part of this Agreement.

## 2. **AGREEMENT FOR LEASE**

### 2.1 **Agreement**

Subject to the provisions of **Clause 5**, the Landlord agrees to grant and the Tenant agrees to accept the grant of the Lease for the Premium on the terms set out in this Agreement.

### 2.2 **Assignment**

2.2.1 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant (here meaning [COMPANY NAME], incorporated and registered in England and Wales with company number [NUMBER], only).

2.2.2 The Tenant cannot assign, sublet, charge, or otherwise share or part with the benefit of this Agreement whether in relation to the whole or any part of the Property.

### 2.3 **Possession**

The Property is let with vacant possession.

### 2.4 **Deposit**

2.4.1 On the date of this Agreement the Tenant will pay the Deposit to the Landlord's Solicitor or a Stakeholder on terms that on completion the Deposit is paid to the Landlord with accrued interest.

2.4.2 The Deposit must be paid by a method that gives immediately available funds.

## 3. **TITLE**

3.1 The Landlord's freehold title to the Property has been deduced to the Tenant's Solicitor before the date of this Agreement.

3.2 The Tenant is deemed to have full knowledge of the Landlord's title and is not entitled to raise any enquiry, objection, enquiry or requisition in relation to it.

4. **TITLE MATTERS**

The Landlord will grant the Lease to the Tenant free from encumbrances other than:

- 4.1 any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by [HM Land Registry as at [DATE AND TIME OF OFFICIAL COPIES] under title number [NUMBER]];
- 4.2 all matters contained or referred to in the Lease;
- 4.3 any matters discoverable by inspection of the Property before the date of this Agreement;
- 4.4 any matters which the Landlord does not and could not reasonably know about;
- 4.5 any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this Agreement;
- 4.6 public requirements; and
- 4.7 any matters which are, or (where the Lease will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002[. OR ; and]
- 4.8 [any matters disclosed in the documents listed in the Schedule.]
- 4.9 The Tenant is deemed to have full knowledge of the matters referred to in clause 4.3 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

5. **CONDITION**

- 5.1 The obligation to complete the grant of the Lease is conditional on the Condition being satisfied or waived by the Landlord (in its absolute discretion) by serving written notice on the Tenant within the Conditional Period and these obligations come into force only on the Unconditional Date.
- 5.2 Clause 5.1 does not affect the obligations of the Landlord and the Tenant to comply with the remaining provisions of this Agreement.
- 5.3 If the Condition is not satisfied by the end of the Conditional Period, either party may end this Agreement by serving written notice on the other unless the Unconditional Date occurs prior to the service of that notice. On the service of a notice under this clause 5.3, this Agreement will end.
- 5.4 If an event of insolvency occurs prior to the Unconditional Date in relation to the Tenant (or where the Tenant includes more than one person, an event of insolvency occurs in relation to

any one or more of them), the Landlord may end this Agreement by serving written notice on the Tenant.

- 5.5 An event of insolvency includes any of the following events:
- 5.5.1 in relation to a company or limited liability partnership incorporated in England and Wales, it is unable to pay its debts within the meaning of the Insolvency Act 1986, goes into liquidation or bankruptcy, has an administrator appointed, has a receiver or administrative receiver appointed over the whole or any part of its assets, enters into any scheme of arrangement with its creditors in satisfaction or composition of its debt under the Insolvency Act 1986 or a winding-up order is made under Part IV of the Insolvency Act 1986, unless for the purpose of a solvent amalgamation or reconstruction of the company;
  - 5.5.2 in relation to an individual, an interim order or voluntary arrangement is made; a trustee in bankruptcy is appointed or the individual is otherwise declared to be bankrupt; the individual enters into a deed of arrangement or composition with his or her creditors; a receiver is appointed under the Mental Health Act 1983 or the individual becomes incapable of managing his or her affairs; or the individual dies;
  - 5.5.3 in relation to a person other than as specified above or incorporated in or resident in a jurisdiction outside England and Wales, any event or circumstance occurs that, under the laws of England and Wales or other jurisdiction as the case may be, has an analogous or equivalent effect to any of the events in this clause.
- 5.6 The Landlord shall use its reasonable endeavours to ensure that the Unconditional Date is satisfied as soon as reasonably practical after the date hereof.
- 5.7 Within five working days of the occurrence of the Unconditional Date the Landlord's Solicitor shall serve written notice to that effect on the Tenant.
- 5.8 Upon the Unconditional Date occurring this Agreement shall become unconditional and the remaining provisions of this Agreement shall apply.

## 6. **THE ENGROSSMENT OF THE LEASE**

The Lease and its counterpart are to be prepared by the Landlord's Solicitors and an engrossment of the counterpart Lease is to be delivered to the Tenant's Solicitors at least five working days before the Completion Date.

## 7. **COMPLETION**

- 7.1 Subject to clause 5.1, the Completion Date is to be [ 10 ] working days after the Unconditional Date
- 7.2 Completion will take place on the Completion Date.

7.3 [On completion, the Tenant will pay to the Landlord [the Premium less the Deposit] [Payment to the Council] [payment for utilities.]

7.4 If completion is delayed due to the Tenant's default or the Tenant fails to pay any sum due under this Agreement in full on completion, the Tenant will pay interest in addition to damages for losses incurred by the Landlord as a result of the delayed completion. The interest will be payable at the Contract Rate on any unpaid amount for the period from the Completion Date to the date of actual payment.

## 8. **LAND REGISTRY APPLICATIONS**

The Tenant is not to send this Agreement or any copy of it to the Land Registry and is not to protect the benefit of this Agreement at the Land Registry except by the registration of a Unilateral Notice. The Landlord agrees not to object to the registration of a Unilateral Notice.

## 9. **CONDITION OF THE PROPERTY**

9.1 The Tenant acknowledges that, prior to the date of this Agreement, the Landlord has given the Tenant and those authorised by the Tenant, the opportunity to inspect, survey and carry out investigations as to the condition of the Property and the Tenant accepts the condition of the Property.

9.2 No representation or warranty is given by the Landlord that the Property may lawfully be used for the use[s] permitted by the Lease and the Tenant confirms that it has made all necessary enquiries to satisfy itself on this point.

## 10. **ADDITIONAL PROVISIONS**

### 10.1 **Information provided**

The Tenant acknowledges that:

10.1.1 this Agreement has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord, other than any statements or representations given by the Landlord's Solicitors in written replies to written enquiries raised by the Tenant's Solicitors before the date of this Agreement; and

10.1.2 any liability of the Landlord and any remedy of the Tenant at law or in equity in respect of any statement or representation is excluded to the extent authorised by the Misrepresentation Act 1967 and the Unfair Contract Terms Act 1977.

### 10.2 **Entire agreement**

10.2.1 This Agreement and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of this Agreement.

10.2.2 The Tenant acknowledges and agrees that in entering into this Agreement, it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Agreement or not) other than:

10.2.2.1 as expressly set out in this Agreement or the documents annexed to it; or

10.2.2.2 in any written replies which the Landlord's Solicitor has given to any written enquiries raised by the Tenant's Solicitor before the date of this Agreement.

10.2.3 Nothing in this clause will, however, operate to limit or exclude any liability for fraud.

### 10.3 **Joint And Several Liability**

Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

### 10.4 **VAT**

10.4.1 Each amount stated to be payable by the Tenant to the Landlord under or pursuant to this Agreement is exclusive of VAT (if any).

10.4.2 If any VAT is chargeable on any supply made by the Landlord under or pursuant to this Agreement, the Tenant will pay the Landlord an amount equal to the VAT as additional consideration on Completion.

## 11. **EFFECT OF TERMINATION**

11.1 If this Agreement is terminated under clauses 5:

11.1.1 unless the termination occurs under clause 5.4, the Landlord is to repay the Deposit to the Tenant with accrued interest; and

11.1.2 the Tenant is at its own expense to remove any notice, caution or Land Charge entry made against the Property or the Landlord in respect of this Agreement.

11.2 Termination of this Agreement is to be without prejudice to any claims, liabilities or rights of the Landlord or the Tenant existing at the date on which this Agreement is terminated. Where termination of this Agreement occurs under clause 5.4, the termination is also to be without

prejudice to any claims in respect of losses suffered by the Landlord that it would not have suffered if this Agreement had not been terminated under clause 5.4

11.3 If this Agreement comes to an end before the grant of the Lease:

11.3.1 the Tenant will immediately procure the cancellation of any land charges registered at the Land Charges Registry or any notice registered at the Land Registry in respect of this Agreement and provide written evidence to the Landlord both of the application for cancellation and any acknowledgment of the cancellation;

11.3.2 except in relation to this **clause 11**, neither the Landlord or the Tenant will be under any future liability to the other under this Agreement

## 12. NOTICES

12.1 Any notice [or other communication] required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice [or communication] as set out below:

Landlord: [CONTACT] [ADDRESS]

Tenant: [CONTACT] [ADDRESS]

[Guarantor: [CONTACT] [ADDRESS]]

or as otherwise specified by the relevant party by notice in writing to each other party.

12.2 Any notice [or other communication] shall be deemed to have been duly received:

12.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

12.2.2 if sent by pre-paid first class post or recorded delivery, at [9.00 am] on the [second] working day after posting; or

12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

12.3 A notice [or other communication] required to be given under this Agreement shall not be validly given if sent by e-mail.

12.4 [The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.]

13. **THIRD PARTY RIGHTS**

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

## **SCHEDULE 1**

### **Variations to the Commercial Conditions**

1. The Part 1 Conditions are incorporated in this Agreement, in so far as they:
2. are applicable to the grant of a lease;
3. are not inconsistent with the other clauses in this Agreement; and
4. have not been modified or excluded by any of the other clauses in this Agreement.
5. The Part 2 Conditions are not incorporated in this Agreement.
6. Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this Agreement.
7. Condition 8.7 is amended to read: "The Tenant is to pay the money due on completion to the Landlord's Conveyancer by a method that gives immediately available funds".
8. Condition 9.1.1 is varied to read "If any plan or statement in the agreement or in written replies [which the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of the agreement OR to written enquiries given by the Landlord's Conveyancer to the Tenant's Conveyancer before the date of the agreement], is or was misleading or inaccurate due to an error or omission, the remedies available are as follows."
9. The following Part 1 Conditions do not apply to this Agreement:
10. Conditions 1.1.4(a), 1.2, 1.3, 1.4 and 1.5;
11. Condition 2.2;
12. Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3;
13. Conditions 6.1, 6.2, 6.3, 6.4.2 and 6.6.2;
14. Conditions 7.1.2, 7.1.3 and 7.1.4(b);
15. Condition 9.3; and
16. Condition[s] 10.2.4 [and 10.3].

SIGNED by ARMSTRONG )  
RICHARDSON AND COMPANY )  
LIMITED )

SIGNED by [TENANT] )  
LIMITED )