

**LEASE**

**Date** : **2023**

**Landlord** : City of Bradford Metropolitan District Council

**Tenant** : **xxxxxxxxxx**

**Property** : Stall No(s) **xxxx** Darley Street Market, Bradford, BD1 3HL

City Solicitor  
City Hall  
BRADFORD  
BD1 1HY

This **LEASE** is dated

2023

## 1. PARTICULARS

In this lease where the following words are used with initial capital letters they have the following meanings:-

<b>1.1</b>	<b>Landlord</b>	<b>City of Bradford Metropolitan District Council of City Hall Bradford BD1 1HY</b>
<b>1.2</b>	<b>Tenant</b>	<b>xxxxxxx of xxxxxxx</b>
<b>1.3</b>	<b>Market Hall</b>	the property known as Darley Street Market, Bradford, BD1 3HL [ <i>shown edged or hatched blue on the plan annexed to this lease and</i> ] registered with title absolute at HM Land Registry under title number WYK694299. The reference to Market Hall in this lease includes any part of the Market Hall which from time to time is or is intended to be let or occupied
<b>1.4</b>	<b>Property</b>	the property known as <b>Stall Nos xxxxx</b> in the Market Hall and shown edged red for identification purposes on the plan annexed to this lease and forms part of the Market Hall
<b>1.5</b>	<b>Common Parts</b>	those parts of the Market Hall that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Market Hall
<b>1.6</b>	<b>Lease Period</b>	the fixed period of three years starting on <b>xxxxx</b> and continuing until the date of expiry on <b>xxxxxxx</b> . The Lease Period doesn't include any period of statutory continuation under the Landlord and Tenant Act 1954 because the lease is contracted outside of the security of tenure provisions of the Landlord and Tenant Act 1954.
<b>1.7</b>	<b>Use Allowed</b>	<b>XXXX</b>  the tenant will not in any way deal supply or be involved in any business activity relating to the sale or exchange of fur as defined in clause 7.24
<b>1.8</b>	<b>Rent</b>	<b>£ xxxxxxx</b> per annum
<b>1.9</b>	<b>Rent Start Date</b>	<b>xxxxxxx</b>
<b>1.10</b>	<b>Rent Days</b>	the 15 <sup>th</sup> day of each calendar month

<b>1.11</b>	<b>Service Charge</b>	such percentage of the service costs described in this lease as the Landlord may from time to time in its absolute discretion determine subject to the provision for variation as provided in clause 20
<b>1.12</b>	<b>Interest Rate</b>	4% above the base rate from time to time of National Westminster Bank plc or any other clearing bank specified by the Landlord
<b>1.13</b>	<b>Core Trading Hours</b>	the hours of 9am to 6pm on Mondays to Saturdays (inclusive) except bank and public holidays or such alternative hours as the Landlord may stipulate in writing from time to time as being the usual opening hours for the Market Hall
<b>1.14</b>	<b>Stall Design Guide</b>	the guide that regulates the design and use of materials permitted to be installed into the Property, a copy of which is annexed to this lease.

## **2. INTERPRETATION, NOTICES AND ARBITRATION**

In this lease:-

2.1 the Property includes:-

- 2.1:1 the internal finishes of the walls dividing the Property from other parts of the Market Hall (but not those walls themselves) and stall ceilings and floor finishes but not other load-bearing members of a floor
- 2.1:2 internal walls which are not load-bearing
- 2.1:3 the internal finishes of any load-bearing walls within the Property but not those walls themselves
- 2.1:4 all parts (including the glass) of the doors door frames door furniture including locks windows and window frames and of the stall front security grilles shutters and their track boxes and fixings and blinds and fascia of the Property
- 2.1:5 drains sewers conduits pipes and cables to the extent that they exclusively serve the Property
- 2.1:6 fixtures and fittings in the Property whenever fixed except the Tenant's trade fixtures

but this lease does not let to the Tenant the external surfaces of the outside walls of the Property except the stall front

- 2.2 whenever more than one person or company is the Landlord the Tenant or the Guarantor their obligations can be enforced against all or both of them jointly and against each individually
- 2.3 the Landlord includes the person who at any particular time has the right to receive rent under this lease
- 2.4 the Tenant includes the person who at any particular time is given the right by this lease to possess the Property
- 2.5 the rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease and a notice to the Tenant may be sent to or left for him at the Property
- 2.6 any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator but if such agreement has not been reached within 14 days either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment
- 2.7 the clause headings do not form part of this lease

### **3. LETTING**

In consideration of the covenants and conditions contained in this lease and the Tenant observing and performing the tenant covenants in this lease during the Lease Period, the Landlord lets to the Tenant the Property together with the easements as mentioned in clause 4 BUT excepting and reserving the easements as mentioned in clause 5 TO HOLD the Property for the Lease Period and in return the Tenant shall pay the Rent and make the additional payments to the Landlord in accordance with clause 6

### **4. TENANTS RIGHTS**

In common with the Landlord and any other person authorised by the Landlord and all others entitled to the same or similar rights at all times when the Market Hall is open for business or the

Tenant or any of the Tenant's employees are permitted access, the Landlord grants to the Tenant the following rights for the benefit of the Property (whether or not exclusive):

- 4.1 the right to use the toilet facilities in the Market Hall which are provided for the general use of the tenants of the Market Hall in a proper and orderly manner
- 4.2 the right to put refuse and waste matter in the designated receptacles provided for that purpose located in the basement areas of the Market Hall
- 4.3 the right for the Tenant and the Tenant's visitors to come and go to and from the Property over the parts of the Market Hall designed or designated from time to time by the Landlord for the purpose of access on foot
- 4.4 the rights previously enjoyed by the Property to use the drains sewers conduits pipes and cables passing through the rest of the Market Hall provided that the Landlord may at any time re-route or replace any service media at Market Hall
- 4.5 the right to use the delivery area forming part of the basement to the Market for the purpose of delivering and dispatching goods to and from the Property and when exercising such right the Tenant shall comply with any regulations and requirements made by the Landlord
- 4.6 the right to use the goods lifts for the purposes of delivering goods to and from the Property and for removing refuse and waste matter from the basement areas of the Market Hall and when exercising such right the Tenant shall comply with any regulations and requirements made by the Landlord.

## **5. LANDLORD'S RIGHTS**

The Landlord excepts and reserves from this lease the following rights for the benefit of the Market Hall (excluding the Property):

- 5.1 the right to enter at all times for the Landlord and other tenants of the Market Hall and visitors to come and go to and from the Market Hall over the parts of the Property designed or designated for that purpose or for any other purpose as the Landlord may think fit
- 5.2 the rights previously enjoyed by the Market Hall to use and connect into the drains sewers conduits pipes and cables passing through the Property which are in existence at the date of this lease or which are installed or constructed during the Lease Period in order to serve

any part of the Market Hall and to re-route and replace any service media at the Property

- 5.3 at any time during the Lease Period, the full and free right to build, rebuild, alter or develop the Market Hall or adjoining property in which the Landlord acquires an interest during the Lease Period as the Landlord may think fit
- 5.4 the right to allow any operation, enterprise, item, facility or service (including, but not limited to, any kiosk, stall, stand, machine, advertising medium or structure) to operate from the Common Parts and promotional, marketing, seasonal or other commercial activities and events to occur on the Common Parts
- 5.5 the rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Lease Period
- 5.6 the right from time to time to prevent or restrict access to the Common Parts if reasonably required to enable works to be carried out to any part of the Market Hall or in case of emergency and the right from time to time to designate which of the Common Parts may be used by the Tenant
- 5.7 no party exercising any of the reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the reservations except for physical damage to the Property or any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability

## **6. PAYMENTS BY THE TENANT**

- 6.1 The Tenant is to pay the Landlord in full (without any deduction, set off, counterclaim or withholding, but adding Value Added Tax where payable) the following sums:
  - 6.1:1 the Rent by twelve equal instalments in advance on or before the Rent Days except that the Tenant must pay the first instalment of Rent on the Rent Start Date and that first instalment of rent shall be the proportion of the Rent calculated on a daily basis for the period from and including the Rent Start Date to and including the day before the next Rent Days after the Rent Start Date. The Tenant must pay the Rent and all other sums payable under clause 6 by electronic means (direct debit) from an account held in the name of the Tenant to the account notified from time to time by

the Landlord or any other method that the Landlord requires from time to time and notifies the Tenant in writing

6.1.2 the Service Charge (and this is to be recoverable as if it was rent) pursuant to clause 21 and the following sums (which are to be recoverable as rent) on demand

6.1.3 the cost of electricity consumed on the Property

6.1.4 the cost of any works to the Property which the Landlord does after the Tenant defaults

6.1.5 the costs and expenses (including professional fees) which the Landlord incurs in:

6.1:5.1 dealing with any application by the Tenant for licence, consent or approval of the Landlord which is required by the lease whether or not it is given by the Landlord and even if the application is withdrawn

6.1:5.2 preparing and serving a notice of a breach of the Tenant's obligations under Section 146 or 147 of the Law of Property Act 1925 even if forfeiture of this lease is avoided without a court order

6.1:5.3 preparing and serving schedules of dilapidations either during the Lease Period or recording failure to give up the Property in the appropriate state of repair when this lease ends

6.1:5.4 registering each document which this lease or the Landlord requires the Tenant to register for which the Tenant is to pay a fee equal to 1% of the then current Rent when presenting the document for registration

6.1:5.5 granting this lease

6.1.6 a sum equal to Rent at the rate payable by the Tenant immediately before the end or sooner determination of this lease for the period which it would reasonably take to bring the Property to the state of repair and condition in which it ought to have been if the Tenant had performed his obligations under this lease at the date upon which this lease ends or is determined less any income received from the Property during that period

6.1.7 interest at the Interest Rate on any of the above payments when more than fourteen

days overdue to be calculated from its due date

- 6.2 The Tenant must pay all utility costs for electricity and gas consumed on the Property on demand and the cost of any installation of meters or other equipment, including where the utilities are provided by the Landlord.
- 6.3 The Tenant must pay the gross cost of any premiums that the Landlord expends and any fees and other expenses that the Landlord reasonably incurs in insuring the Market Hall against the insured risks pursuant to clause 13 of this lease for the full cost of reinstatement of the Market Hall
- 6.4 The Tenant is also to make the following payments with Value Added Tax where payable:
  - 6.4:1 all rates taxes and other outgoings of an annual or other periodically recurring nature payable in respect of the Property including any imposed after the date of this lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due
  - 6.4:2 the cost of the grant renewal or continuation of any licence or registration required for the use of the Property for the Use Allowed to be paid promptly to the appropriate authority when due

## **7. USE OF THE PROPERTY**

The Tenant covenants with the Landlord 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:-

- 7.1 not without the prior written consent of the Landlord to use the Property for any purpose other than for the Use Allowed and except for illness and holidays to keep the Property open for business and properly stocked at all times when the Market Hall is open for retail trading during the Core Trading Hours or as specified from time to time by the Landlord in compliance with any market regulations and byelaws
- 7.2 not to obstruct any part of the Market Hall which is used for access to the Property or to any other part of the Market Hall or to any adjoining or neighbouring property by any goods or other property of the Tenant or by any of its employees
- 7.3 not to convey any goods or materials to or from the Property except via the goods lift unless it is carried out outside of the Core Trading Hours in order to prevent any disruption to the

## Market Hall

- 7.4 to ensure that any trolley, barrow or similar vehicle used in the Market Hall for delivering goods or removing waste from the Property has rubber tyres and is of a construction and size approved by the Landlord and such removal shall not be for any period longer than is necessary for the required purpose
- 7.5 to ensure that arrangements are in place to accept deliveries and that all such deliveries are removed from the basement servicing area in the proper manner without delay.
- 7.6 not bring into the Market Hall during Core Trading Hours any trucks, large trolleys, pallet lifters or similar vehicles.
- 7.7 not to park any vehicle in the basement servicing area other than for the purpose of loading and unloading goods and to ensure that vehicles are unloaded without delay and removed from the service yard within no longer than 20 minutes unless the Tenant is observed actively unloading the vehicle.
- 7.8 not to do or permit to be done anything on the Property which might invalidate any building insurance policy covering any part of the Market Hall and render it void or which might increase the premium to be payable to the insurer by the Landlord and to pay to the Landlord any increase sums in the event that this occurs during the Lease Period
- 7.9 not to hold or permit to be held an auction sale in the Property
- 7.10 not to use the Property and any part of the Market Hall for any activities which are dangerous offensive noxious illegal or immoral or which are or may become a nuisance annoyance or disturbance to the Landlord or to any of the tenants and occupiers of the Market Hall or to the owner or occupier of any adjoining or neighbouring property
- 7.11 not to play or use or permit the use upon the Property any musical instrument loudspeaker tape recorder gramophone radio television or other equipment or apparatus unless the Landlord gives written consent in advance
- 7.12 not to cook or heat any food in the Property or permit the heating of food or other substance other than for the purpose of making hot drinks for the consumption of the Tenant or any agent, employee or visitor of the Tenant nor use any heating appliances on the Property unless the Landlord gives written consent in advance

- 7.13 not to overload the floors or walls of the Property
- 7.14 not to place display or store upon any part of the Market Hall (other than the Property) any goods or articles nor to display or store any goods or articles on or from the exterior of the Property or above the height of the existing fascia nor stand outside the Property for the purpose of selling goods
- 7.15 to deposit all waste and refuse matter in the refuse receptacles provided for that purpose and not to permit the accumulation of refuse and waste matter within the Property or any part of the Market Hall (including the basement areas of the Market Hall) nor use the refuse receptacle for the deposit of anything other than normal refuse and waste matter from time to time as permitted by the Landlord and to indemnify the Landlord against any costs incurred by or claims made against the Landlord arising out of or in consequence of the breach of those obligations
- 7.16 not to cause any damage to any part of the Market Hall (including the Common Parts) or any other facilities provided in the Market Hall
- 7.17 not to discharge into the toilet facilities or any drains sewers conduits pipes wires or cables any oil grease or other deleterious matter or any substance which might be or become a source of damage or injury to the drainage system of the Market Hall and in the event of the blockage of drains caused by the action of the Tenant or his employees the Tenant shall pay to the Landlord the cost of remedying the blockage or repairing any damage caused
- 7.18 not to exhibit on any part of the exterior of the Property or in the windows or doors of it any permanent sign, notice, advertisement or poster without the prior written consent of the Landlord and subject to reasonable conditions imposed by the Landlord not fix any attachment to the exterior of the Property PROVIDED that the Tenant must exhibit on the Property a sign showing the business trading name of the Tenant and the stall number and any other information as the Landlord agrees the sign to be of a size and type erected in a position to be first approved by the Landlord and the Tenant must at all times keep the sign visible and undefaced
- 7.19 at its own expense to comply with all byelaws regulations and rules made by the Landlord for the Market Hall and to carry out promptly any instructions issued by the Landlord for the good management and operation of the Market Hall
- 7.20 at its own expense to comply with all statutory requirements under the terms of every relevant Act of Parliament order temporary or permanent regulation byelaw rule licence and

registration authorising or regulating the Property or the Use Allowed and to obtain renew and continue any licence or registration which is required

- 7.21 to undertake a minimum of fifteen hours of continual professional development each year to ensure awareness and respond to the changing retail sector and to keep up to date with any changes to Acts of Parliament order regulation byelaw rule in connection with the Property
- 7.22 to give the Landlord a copy of any notice concerning the Property as soon as the Tenant receives it
- 7.23 not to apply for planning permission relating to the use or alteration of the Property unless the Landlord gives written consent in advance
- 7.24 not in any way deal supply or be involved in any business activity relating to the sale or exchange of Fur (as defined in this clause).

Fur: means any animal skin or part thereof with hair or fur fibres attached thereto, either in its raw or processed state or the pelt of any animal killed for the animal's fur. "Animal" includes, but is not limited to mink, fox, rabbit, karakul lamb and raccoon dog

"Fur" shall not include

- (a) such skins as are, or are to be, converted into leather or which I processing have, or shall have, the hair, fleece or fur fibre completely removed,
  - (b) materials clipped, shorn, or combed from animals, fleece, sheepskin, shearing,
  - (c) leather or hair attached to skin that is typically used as leather e.g. cowhide with hair attached,
  - (d) synthetic materials intended to look like fur.
- 7.25 to ensure that methods of electronic payment (including debit and credit cards, Apple and Google pay) are accepted at the Property
  - 7.26 to participate in all events and promotions (including loyalty card schemes) taking place at the Market Hall and maintain an active social media presence with links to the social media presence of the Landlord
  - 7.27 to participate in all fire drills at the Market Hall and to comply with the emergency evacuations of the Market Hall

7.28 to comply with the Stall Design Guide at all times

## **8. CONDITION OF THE PROPERTY: REPAIR AND ALTERATION**

The Tenant covenants with the Landlord to comply with the following requirements as to the condition of the Property:-

- 8.1 to keep the Property and any fixtures and fittings at the Property in good and substantial repair and condition during the Lease Period and the Tenant shall ensure that any service media forming part of the Property is kept in good working order and the Tenant shall keep the Property clean, tidy and clear of rubbish
- 8.2 to decorate the Property as often as is reasonably necessary and also during the last three months of the Lease Period (however it ends) to the reasonable satisfaction of the Landlord except to the extent that it has been decorated in the previous twelve months.
- 8.3 when decorating the Tenant is to use materials, designs, colours and the types of finish approved by the Landlord in advance unless the Landlord in writing agrees otherwise but in the last year of the Lease Period the Tenant is to use the materials, designs, colours and types of finish specified by the Landlord and the Tenant shall carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Use
- 8.4 to do the work to the Property which any authority acting under an Act of Parliament requires but the Tenant need not:
  - 8.4.1 alter or improve the Property unless necessary for the purpose of repair
  - 8.4.2 make good damage caused by an insured risk except to the extent that the policy monies have not been paid because of any act or default of the Tenant or of anyone for whose actions the Tenant is responsible
- 8.5 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it the Tenant is to:
  - 8.5.1 start the work within two weeks (but immediately in case of emergency);
  - 8.5.2 proceed diligently with the work; and

8.5:3 in default permit the Landlord to do the work

- 8.6 not to make any structural alterations or additions (classed as major works) to the Property whatsoever
- 8.7 not to make any other alterations to the Property (classed as any minor, internal, non-structural alterations such as fitting out works carried out by the Tenant at the Property) unless with the Landlord's prior consent in writing provided that those alterations do not adversely impact on the structural integrity of the Market Hall or the asset rating in the Energy Performance Certificate for the Market Hall
- 8.8 within one month after carrying out any repairs or alterations affecting the electrical installation included in the Property to produce to the Landlord evidence from a contractor approved by the National Inspection Council for Electrical Installation Contractors that the work has been carried out in accordance with the then current standards of the Institute of Electrical Engineers
- 8.9 within one month after carrying out any repairs or alterations affecting the gas installation included in the Property to produce to the Landlord evidence from a contractor registered by the Gas Safe Register that the work has been carried out in accordance with the Gas Safety Regulations
- 8.10 To ensure that all equipment installed in the Property by the Landlord is maintained in accordance with the manufacturers instructions

## **9. ASSIGNMENTS AND DEALINGS WITH THE PROPERTY**

The Tenant is to comply with the following requirements as to transfers and dealings with the Property:-

- 9.1 not to assign charge underlet part with or share occupation or possession of the whole of this lease or the Property
- 9.2 not to assign charge underlet part with or share occupation or possession of part only of this lease or the Property

## **10. INDEMNITY**

The Tenant agrees to keep the Landlord indemnified against all claims (including costs and expenses in connection with claims) against the Landlord arising from:-

- 10.1 any breach of covenant on the part of the Tenant contained in this lease
- 10.2 the use of the Property
- 10.3 any works carried out during the Lease Period to the Property by the Tenant
- 10.4 any act neglect or default by the Tenant or his servants or agents or any person on the Property with the actual or implied authority of the Tenant
- 10.5 any damage or injury caused to persons or the Market Hall arising out of or in consequence of the occupation and use by the Tenant or the business carried on at the Property and to effect and maintain a suitable policy or policies of insurance against that liability to the reasonable satisfaction of the Landlord

## **11. ACCESS FOR THE LANDLORD**

11.1 The Tenant is to give the Landlord or anyone authorised by him access to the Property for the following purposes:-

11.1:1 inspecting the condition of the Property or how it is being used

11.1:2 doing works which this lease permits the Landlord to do on default by the Tenant

11.1:3 complying with any statutory obligations

11.1:4 viewing the Property as a prospective buyer tenant or mortgagee

11.1:5 valuing the Property

11.1:6 inspecting cleaning or repairing neighbouring or adjoining property or any drains sewers conduits pipes or cables serving the Market Hall or any neighbouring or adjoining property or connecting to them

11.1:7 any other reasonable purpose

11.2 Access need only be given to the Landlord after two day's written notice to the Tenant and during Core Trading Hours except in emergency when no notice is required and the Tenant is to permit access to the Landlord at any time

11.3 The Landlord is to promptly make good any damage caused to the Property by reason of the Landlord exercising the right of access to and egress from the Property under this clause

## **12. QUIET ENJOYMENT**

Provided that the Tenant complies with all the terms of this lease the Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property during the Lease Period without any interruption by the Landlord except as otherwise permitted by this lease

## **13. INSURANCE**

The Landlord is to:-

13.1 keep the Market Hall insured with reputable insurers to cover the cost of full site clearance professional fees plus Value Added Tax and not more than three years' loss of Rent against fire lightning explosion aircraft aerial devices and any other risks reasonably required by the Landlord so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions

13.2 take all necessary steps to make good as soon as possible damage to the Market Hall caused by the insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant or of anyone for whose actions the Tenant is responsible for

## **14. DAMAGE BY INSURED RISKS**

If the Property is or the Common Parts are damaged by any of the risks to be insured under this lease and as a result of that damage the Property or any part of it cannot be used for the Use Allowed:-

14.1 if at any time it is unlikely that the Property or the Common Parts will be fully restored within two years from the date of the damage the Landlord may end this lease by giving one month's notice to the Tenant during this time period (but not later) in which case

14.1.1 the insurance money belongs to the Landlord; and

14.1.2 the Landlord's obligation to make good the damage ceases

14.2 if the Property or the Common Parts are not fully restored within two years from the date of damage and the Landlord has not given notice to the Tenant under this clause the Tenant may end this lease by giving written notice (taking immediate effect) to the Landlord after the end of this time period but not earlier

14.3 any dispute arising under any part of this clause is to be decided by arbitration

## **15. REPAIRS AND PAYMENTS BY THE LANDLORD**

The Landlord is to comply with the following duties in relation to the Market Hall:-

15.1 to keep in repair:

15.1:1 the structure (namely the foundations load-bearing walls columns beams joists floor slabs roof structure and roof covering including skylights) and the outside of the Market Hall (except any part which the Tenant is responsible for repairing)

15.1:2 the Common Parts

15.2 to decorate the Common Parts and the outside of the Market Hall (except any part which the Tenant is responsible for decorating) every five years using colours and types of finish reasonably decided by the Landlord

15.3 to pay promptly all periodic rates taxes and outgoings relating to the Common Parts including any imposed after the date of this lease (even if of a novel nature)

15.4 to pay or contribute to the cost of repairing maintaining and cleaning party walls party structures yard's garden roads paths gutters drains sewers conduits pipes cables and other things used or shared with other property if they are not classified as Common Parts

## **16. EXCLUSION OF SECTIONS 24-28 OF THE LANDLORD AND TENANT ACT 1954**

The parties confirm and agree that:

- 16.1 not less than 14 days before this lease was entered into, the Landlord served a notice on the Tenant(a copy of which is annexed to this lease) as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 ("the 1954 Act") applying to the tenancy created by this lease
- 16.2 the Tenant made a simple declaration dated the \_\_\_\_\_ day of \_\_\_\_\_ 2023 (a copy of which is annexed to this lease) in accordance with the requirements of section 38A(3)(b) of the 1954 Act and Sub Section 3 of Schedule 2 of the Regulatory Reform (Business Tenancies) (England & Wales) Order 2003
- 16.3 there is no agreement for lease to which this lease gives effect
- 16.4 the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this lease

## **17. RE-ENTRY AND FORFEITURE**

- 17.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:-
- 17.1:1 the whole or any part of the Rent is fourteen days overdue after becoming payable even if it was not formally demanded
- 17.1:2 the Tenant has committed a breach of any of the terms in this lease
- 17.1:3 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
- 17.1:4 the Tenant if a company is subject to any form of insolvency procedure whether in Court or otherwise and goes into liquidation (other than for the purposes of reorganisation when solvent) or has an administration order made in respect of it or is struck off the Register of Companies
- 17.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, the lease shall immediately end but without prejudice to any right or remedy

of the Landlord in respect of any breach of covenant by the Tenant or the Guarantor and therefore the forfeiture of this lease shall not cancel any outstanding obligation of the Tenant or the Guarantor

## **18. MUTUAL OPTION TO DETERMINE THE LEASE**

- 18.1 The Tenant may terminate this lease by serving a break notice in writing on the Landlord at least six months before the break date being a date which is at least six months after service of the break notice PROVIDED that at the break date stated in the break notice the Tenant has paid by way of cleared funds any part of the Rent, Service Charge, insurance costs and any other payments which are due under this lease and the Tenant has vacated the Property and returned the Property free from any occupier or third party right to occupation or possession and there is no subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property
- 18.2 The termination of this lease by the Tenant on the break date shall not affect any other right or remedy that the Landlord may have in relation to any earlier breach of this lease
- 18.3 Should the Tenant be notified that they are in persistent breach of any of the terms of this lease and fails to remedy the breach on notice from the Landlord within fourteen days then the Landlord may determine this Lease by giving notice to the Tenant in writing at any time during the Lease Period

## **19. END OF LEASE AND REINSTATEMENT**

When this lease ends the Tenant is to:

- 19.1 return the Property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it and giving to the Landlord any keys or similar items relating to the Property
- 19.2 (if the landlord so requires) remove anything which the Tenant has fixed to the Property and make good any damage which that causes
- 19.3 any improvements that the Tenant has made to the Property shall remain unless the Landlord requires them to be removed.

- 19.4 allow the Landlord during the last six months of the Lease Period to fix and retain a notice in a reasonable position on the Property announcing that it is for sale or to re-let
- 19.5 Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property shall be excluded to the extent that the law allows

## **20 SERVICE CHARGE**

The Landlord and the Tenant agree that:-

20.1 the service costs:-

20.1:1 are the total costs which the Landlord fairly and reasonably incurs in complying with its obligations under clauses 13 and 15 and under this clause 20

20.1:2 include the reasonable charges of any agent contractor consultant or employee whom the Landlord engages to provide the services under clauses 13 and 15 and under this clause 20

20.1:3 are to be estimated and calculated by reference to a period from 1 April to the following 31 March

20.2 the Tenant is to pay the Landlord interim payments on account of the Service Charge on the Rent Days

20.3 each interim payment is to be 1/12 of the amount which the Landlord has estimated that the Service Charge will be during the current period

20.4 the Landlord (if it is practicable to do so) is to give advance warning to the Tenant of any unexpected major item of expenditure to be included in the service costs and the Landlord may adjust his estimate of the Service Charge and increase the interim payments to cover such an item

20.5 the Landlord is to keep full records of the service costs and as soon as practicable after the end of each period is to send the Tenant an account setting out for the period:

20.5:1 the amount of the service costs

20.5:2 the Service Charge the Tenant is to pay

- 20:5:3 the total of any interim payments the Tenant has paid
- 20.5:4 the difference between the total interim payments and the Service Charge
- 20.6 within 21 days after the Tenant receives the account the amount of that difference is to be settled by a payment between the parties
- 20.7 if requested by the majority of all the tenants in the Market Hall the Landlord is to have the account certified by an independent accountant whose fees shall be included in the service costs
- 20.8 the Service Charge percentage specified in clause 1.12 may be varied by the Landlord in the event of any material change of circumstances during the Agreement Period which affects the Tenant's liability under clauses 13 and 15 and under this clause 20
- 20.9 disagreements about the amounts of the Service Charge or the service costs are to be decided by arbitration but interim payments are to continue being paid during the period of disagreement or arbitration
- 20.10 the Landlord will provide the following services to the Market Hall but the Landlord is not to be liable for failure to provide or delay in providing any service caused by industrial disputes shortage of supplies adverse weather conditions or other causes beyond the control of the Landlord:-
- 20.10:1 cleaning treating polishing heating and lighting the Common Parts
- 20.10:2 inspecting servicing maintaining repairing overhauling and replacing all apparatus plant machinery and equipment within the Common Parts from time to time including (without prejudice to the generality of the above) lifts lift shafts stairwells escalators stand-by generators and boilers sprinklers refuse compactor solar photovoltaic water holding tanks and items relating to mechanical ventilation heating cooling public address Wi-Fi and closed-circuit television
- 20.10:3 maintaining repairing cleansing emptying draining and renewing all drains sewers conduits pipes wires and cables passing through the Market Hall and any neighbouring or adjoining property which serve the Market Hall and are

used or shared by two or more of the tenants in the Market Hall

- 20.10:4 maintaining operating and replacing any signs loudspeakers public address and music broadcast system or closed-circuit television and ancillary apparatus
- 20.10:5 maintaining operating and replacing any refuse ancillary apparatus and waste bins and arranging for the collection and disposal of refuse and waste matter from it
- 20.10:6 maintaining and renewing fire alarms and ancillary apparatus and fire prevention and fire fighting equipment and apparatus
- 20.10:7 maintaining and renewing smoke extractor and destratification fans and ancillary apparatus
- 20.10:8 maintaining and operating a manned security system
- 20.10:9 maintaining and renewing any intruder alarm systems and ancillary apparatus
- 20.10:10 maintaining and renewing the building energy management system controlling the internal environment of the Market Hall and associated energy using recovery and monitoring systems.
- 20.10:11 maintaining and renewing the electrical vehicle charging points
- 20.10:12 cleaning the exterior and interior of all doors door frames windows and window frames on the Common Parts
- 20.10:13 cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the public restrooms and utility areas and providing hot and cold water soap paper towels hand dryers and other supplies for them.
- 20.10:14 providing and maintaining any seasonal display, decoration or attraction on the Common Parts.
- 20.10:15 supplying providing purchasing hiring maintaining renewing replacing repairing servicing overhauling and keeping in good and serviceable order and condition all fixtures and fittings bins receptacles tools appliances

materials equipment and other things which the Landlord may deem desirable or necessary for the maintenance appearance upkeep or cleanliness of the Market Hall or any part of it

- 20.10:16 insuring on such terms as the Landlord thinks fit against the liability of the Landlord for injury or damage to any person (whether or not a tenant of part of the Market Hall) entering upon the Market Hall
- 20.10:17 making good all damage done to the Property or to any other property within the Market Hall in the course of fulfilling any of its obligations under this agreement in so far as the same is not the liability of any individual tenant
- 20.10:18 abating a nuisance in respect of the Market Hall or any part of it in so far as the same is not the liability of any individual tenant
- 20.10:19 taking all steps deemed desirable or expedient by the Landlord for complying with making representations against or otherwise contesting the incidence of the provisions of any statute byelaw or notice concerning town planning public health highways streets drainage or other matters relating to or alleged to relate to the Market Hall or any part of it for which any tenant is not directly and exclusively liable
- 20.10:20 the administration, management and operation of the Market Hall
- 20.10:21 the cost of employing such staff as the Landlord may in its absolute discretion deem necessary for the performance of the services and the other functions and duties referred to in this clause and all other incidental expenditure in relation to such employment
- 20.10:22 liaising with tenants' associations
- 20.10:23 accountancy functions of the Market Hall (such as the preparation and certification of all records and accounts relating to the Service Charge or the service costs)
- 20.10:24 associated administration costs on the provision of the services relating to the Market Hall

20.10:25 advertising and promoting the Market Hall

20.10:26 the provision of any other services relating to the Market Hall or any part of it provided by the Landlord from time to time and not expressly mentioned

20.11 the Landlord may withhold add to extend vary or make any alteration in the rendering of the services relating to the Market Hall or any part of it if the Landlord at its absolute discretion deems it desirable to do so in accordance with the principles of good estate management

**EXECUTED AS A DEED** by affixing the common seal of the **City of Bradford Metropolitan District Council** in the presence of:

Authorised by the City Solicitor

**EXECUTED AS A DEED AND DELIVERED** by the Tenant, [NAME OF THE TENANT]

.....  
[SIGNATURE OF THE TENANT]

in the presence of:

Signature of Witness: .....

Name of Witness: .....

Address of Witness: .....

.....

.....

Occupation of Witness: .....

SPECIMEN

**FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT  
ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY**

To:

*[Name and address of tenant]*

From:

City of Bradford Metropolitan District Council of City Hall, Bradford, West Yorkshire, BD1 1HY

*[Name and address of landlord]*

**IMPORTANT NOTICE**

**You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.**

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

**If you commit yourself to the lease you will be giving up these important legal rights.**

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

**But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).**

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

**Agreement to exclude security of tenure - simple declaration by tenant.**

I,

\_\_\_\_\_ *(name of declarant)* of

\_\_\_\_\_ *(address)* declare that -

I/ \_\_\_\_\_ *(name of tenant)*

propose(s) to enter into a tenancy of premises at

\_\_\_\_\_ *(address of premises)* for a term commencing on

I/The tenant propose(s) to enter into an agreement with

\_\_\_\_\_ *(name of landlord)* that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

The landlord has, not less than 14 days before I/the tenant enter(s) into the tenancy, or (if earlier) become(s) contractually bound to do so served on me/the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.

I have/The tenant has read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.

*(as appropriate)* I am duly authorised by the tenant to make this declaration.

**DECLARED** this \_\_\_\_\_ day of \_\_\_\_\_ .