

TENANCY AGREEMENT

This is The TENANCY AGREEMENT between CETERIS (SCOTLAND) LIMITED, A Company having its registered office at Gean House, Tullibody Road, Alloa, FK10 2EL (Company Number SC91088) ("the Landlord") and ("the Tenant") a limited company incorporated under the Companies Acts and having its Registered Office at (address) (Company Number) ("the Tenant").

This document forms the basis of your tenancy agreement with our company. It sets out the rental payments due and the general terms and conditions of let for the guidance of both parties.

When you are satisfied that the agreement is in accordance with your understanding, both copies should be signed and dated on the last page and returned to our registered office. A countersigned copy will be returned to you for your records.

Please note that keys will not be issued until such time as the required deposit has been paid and the direct debit for rental completed and returned to our company.

If, during the course of your tenancy, you have any queries regarding the agreement, please do not hesitate to seek clarification. We hope you enjoy your tenure with our company and that our standards of service meet and exceed your expectations.

The Landlord agrees to let to the Tenant Office at extending to some (square feet) or thereby ("the Premises"), subject to the following terms and conditions:

- 1 The let will be from (date of entry) for an initial period of (rental period) and (thereafter) thereafter until terminated by either party on giving ninety days prior notice in writing, or such longer period as mutually agreed. Termination must be sent by recorded delivery by either party.
- 2 (a) The monthly rent shall be £ (plus VAT) payable by direct debit which is enclosed, on the first day of each calendar month for the month then current.
(b) Prior to entry, the Tenant shall also pay a sum of £ (VAT Exempt) ("the Deposit Fund") and shall make payment to the Landlord on demand such sum as is required to maintain the Deposit Fund in such sum. The Landlords may, at any time, withdraw and pay to themselves all or any part of the Deposit Fund:
 - 1 On each occasion that the Tenant fails to pay the rent or other sums (whether or not any formal demand has been made) for which the Tenant is responsible in terms of this Agreement, an amount equal to such rent or other sums due plus any Value Added Tax chargeable and interest due on them as provided for in this Agreement;
 - 2 On each occasion that the Tenant is in breach of any of its obligations under this Agreement and such breach has not been remedied within such reasonable time as may be determined by the Landlord (having regard to the nature and extent of the breach) and notified in writing to the Tenant, a sum or sums plus any Value Added Tax chargeable on them as will meet or go towards meeting the cost to the Landlord of making good such breach (including, without prejudice to the foregoing generality, the professional costs properly incurred by the Landlord);
 - 3 On the appointment of a liquidator or a receiver or an administrator to the Tenant or the making of a winding-up order or administration order in respect of the Tenant or the making of a voluntary arrangement in respect of the Tenant, the whole of the Deposit Fund; and
 - 4 If the Agreement is irritated for any reason, the whole of the Deposit Fund.
- (c) The Landlord will pay to the Tenant the deposit Fund within two months after:-
 - 1 the intimation of any permitted assignation by the Tenant of their interest under the Agreement;
 - 2 the expiry of the Term, provided that the Tenant has then complied with their obligations

- under the Agreement;
- 3 the renunciation or exercise of any right to terminate by the Tenant of their interest under the Agreement;
- 4 the exercise by the Landlord of any right to terminate the Agreement
- 5 such earlier date as the Landlord may, in their sole discretion, determine;

in each case under deduction of any sums properly due to the Landlord.

- (d) The rent is inclusive of basic cleaning of the premises, plus the cleaning, maintenance and repair of any common parts of the property, such as parking and landscaped areas, entrance hall, passages and toilets.
 - (e) The rent also includes heating, lighting and electrical power for the premises unless otherwise stated. The Tenant is obligated to minimise heat-loss, and be as efficient with lighting, as much as is reasonably practicable. The use of heating equipment or appliances that require power which the Landlord deems to be excessive is prohibited on the Premises.
 - (f) The Landlord shall be responsible for the reasonable security of common parts of which the Premises forms part ("the Property"). The tenant is responsible for ensuring that all doors and windows of the Premises are secure when absent from the Premises.
 - (g) The rent does not include local property rates levied by the local authority or BID levy charges which shall be payable by the Tenant. As tenants may be eligible for rates relief, application for relief, and payment of rates should be submitted directly to the local authority.
- 3 The rent shall be subject to annual review on each anniversary of the Date of Entry. The rent shall be reviewed to the greater of the then passing rent and the passing rent increased by any increase calculated on a basis equivalent to the percentage increase in the Index of Retail Prices (All Items) published by the Office of National Statistics (or such other body on whom the duties for preparation and publication of the Index shall devolve) accrued in respect from the period immediately before Date of Entry, in the case of the first review, and in the case of each subsequent review, the date of last review to the period immediately before date of review in question.

The demand for and/or acceptance of rent (or any other monies due by the Tenant hereunder) by the Landlords or their agents shall not be construed to constitute or mean a waiver of:-

- 1 any of the obligations on the part of the Tenant to the Landlord or of the Landlord's remedies for the non-performance or non-observance thereof, or
 - 2 the Landlord's right to review the rent payable hereunder.
- 4 The Tenant may not assign the tenancy or sub-let any part of the Premises without the prior written consent of the Landlord.
- 5 The Premises are let for the purpose of office use and shall not be used for any other purpose without the prior written consent of the Landlord.
- 6 The Tenant accepts that the Premises are in such condition and repair as is specified in the Schedule of Condition annexed and signed as relative hereto and undertakes to maintain the premises in such condition during the period of the let. The tenant agrees to return the unit according to the Schedule of Condition including repairing holes in the walls, replacement of damaged floorcoverings and redecoration. Nothing in this Agreement shall be deemed to constitute any warranty by the Landlord that the Premises or any part thereof are authorised for use under the Planning Acts for any specific purpose.
- 7 The Landlord shall maintain the exterior decoration of the Property in its current condition and shall maintain the decoration of any common entrance hall passages, toilets and other common parts of the Property. The Landlord shall keep the Property wind and watertight.
- 8 The Tenant shall not make any structural alterations to the Premises or install any machinery without the

express written consent of the Landlord.

- 9 The Tenant shall at his own expense and to the reasonable satisfaction of the Landlord make good all damage to the Premises and the Property, including window glass, where caused by him, his employees or visitors.
- 10 At the termination of the Agreement, the Tenant shall remove all fixtures and fittings belonging to him and repair any damage caused by their removal. With the written approval of the Landlord, however, the outgoing and ingoing Tenants may agree regarding the taking over of any fittings and fixtures at the value to be adjusted between them. If the Tenant carries out approved alterations to the Premises, on termination of the Agreement he shall restore the Premises as reasonably required by the Landlord at his sole expense, unless otherwise agreed in writing with the Landlord.
- 11 The Tenant shall report in writing to the Landlord all cases of damage and repairs required to the Premises for which the Landlord is responsible. The Landlord shall carry out all such repairs as soon as practicable.
- 12 The Tenant shall keep the Premises in a tidy condition to the satisfaction of the Landlord and be responsible for ensuring the prompt removal of all rubbish.
- 13 The Landlord reserves the right of entry to the Premises for the purpose of inspection at all reasonable times by any authorised officials or agents, to carry out works and for all other reasonable purposes.
- 14 The Tenant shall insure the whole of his stock and equipment in the Premises and shall exhibit to the Landlord if and when required the Policies of Insurance. The Landlord shall insure at his own expense the Property for such value against such risks as the Landlord may determine in its entire discretion.
- 15 The Tenant shall at his own expense comply with all statutes, statutory regulations and bylaws applicable to the use of the Premises under this Agreement.
- 16 The Tenant shall bear all monthly charges and call charges arising from connection to and use of telephone and other communication apparatus supplied by the Landlord. No other telephone or communications apparatus shall be installed within the premises except where the Landlord has given permission in writing. Any charges associated with such an additional installation and use would be payable by the Tenant. Where air conditioning systems are supplied by the Landlord, the Tenant, at his own expense, must ensure that such systems are properly annually maintained and a copy of the certificate provided to the Landlord. The Tenant is also responsible for any repairs that may be required to any said system and monthly metering charges apply.
- 17 The Tenant shall free and relieve the Landlord from and keep him and his officials and agents indemnified against all personal injury whether fatal or otherwise, loss of or damage to property or any other loss, damage or expense however caused or incurred which shall arise through the occupation and use by the Tenant, employees of the Tenant or third parties, of the Premises.
- 18 The Tenant shall not carry out on in the Premises any operation or activity which shall in the exclusive judgement of the Landlord appear dangerous or injurious or objectionable or to be outwith the scope of the authorised use or likely to become so or shall constitute nuisance or inconvenience to the Landlord, their tenants or to the neighbourhood.
- 19 The Landlord shall not be responsible nor liable to make reparation for, nor in any way to compensate the Tenant for any loss, injury or damage or temporary deprivation of occupancy which he may sustain through the failure or defect in gas, water, power, electricity, drainage, telecoms or any other utility service for which the responsibility lies outwith the control of the Landlord nor for any temporary failure by the Landlord in the implementation of its obligations under this Agreement.
- 20 If the rent or any part thereof is unpaid for fourteen days after any of the days appointed for payment thereof, whether the same has been demanded or not or if there shall be any other breach, non-observance or non-performance by the Tenant of any of the Tenant's other obligations under this Agreement or under any deed or documents entered into by or on behalf of the Landlord and the Tenant, or if In the event that the Tenant shall go into liquidation (other than for re-construction or amalgamation

in terms approved by the Landlord in writing) or a Receiver or Administrator of the Tenant shall be appointed, or if the Tenant shall without the prior written consent of the Landlord apply under the Companies Acts to be re-registered with unlimited liability, or in the case of the Tenant not being a corporation if the Tenant shall become bankrupt or insolvent or sign a Trust Deed for his creditors then and in any such case the Tenant shall at the sole option of the Landlord forfeit all right and title under these presents and if such option of forfeiture be exercised this Agreement shall become *ipso facto* null and void and that without the necessity of any declarator, process of removal or other process at law and the Premises shall thereupon revert to the Landlord who shall be entitled to enter upon possession thereof, uplift rents, eject tenants and occupiers and thereafter use, possess and enjoy the same free of all claims by the Tenant as if these presents had never been granted but without prejudice to and reserving to the Landlords their right of action in respect of any antecedent breach of the obligations of the Tenant herein contained which irritancy is hereby declared to be pactional and not penal and shall not be purgeable at the Bar.

- 21 If it becomes necessary for operational reasons arising from events beyond the influence or control of the Landlord, the Landlord reserves the right to move Tenant to alternative accommodation. In the event of this, every effort will be made to ensure Tenant is given suitable alternative accommodation.
- 22 The Landlord and the Tenant consent to registration hereof for preservation and execution. The Tenant shall reimburse to the Landlord on demand the cost of registering this Agreement in the Books of Council & Session and obtaining two extracts thereof.
- 23
 - 1 If this Agreement is notifiable for stamp duty land tax purposes, the Tenant will submit to HM Revenue & Customs ("HMRC") within 5 working days of the effective date of the transaction an SDLT1/4 form together with any applicable supplementary forms and the stamp duty land tax (if any) arising from the Lease.
 - 2 If prior to the issue of a Land Transaction Return Certificate (SDLT5) HMRC rejects the Tenant's SDLT application, the Tenant will without delay (i) provide the Landlord with a copy of any such rejection and other relevant correspondence and (ii) correct the application and resubmit it and a remittance for the correct amount of the stamp duty land tax to HMRC.
 - 3 Within 7 days of receipt from HMRC, the Tenant will deliver to the Landlord's the Land Transaction Return Certificate (SDLT5) issued by HMRC.

SUBSCRIBED by the said

(Print) _____ **(Sign)** _____

(Print) _____ **(Sign)** _____

For
AT _____

On The _____ (Day) of _____ (Month) _____ (Year)

And On Behalf Of Ceteris (Scotland) Ltd

(Print) _____ **(Sign)** _____

(Print) _____ **(Sign)** _____

AT _____

On The _____ (Day) of _____ (Month) _____ (Year)