

From: BICKY MANN
Sent: 04 January 2021 09:06
To: Licensing <Licensing@walsall.gov.uk>
Subject: WS/PRL/0221

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Dear Sir/Madam,

My name is Bikramjit Singh Mann. I write this email in relation to a property that I own, which is located at 278 Wolverhampton Road, Walsall, WS2 8RQ.

It has been brought to my attention that in relation to the above address Walsall Council is considering the revocation of the premise's alcohol licence.

As background I purchased the said premises in 2002 and ran a shop business from it until approximately May 2017. During my time in the business I applied for an alcohol licence in June 2004 for me to sell alcohol to the public. In 2005 I applied for a premises alcohol licence so that I could legally sell alcohol from the same address. During this time Walsall Council have not had any issues of concern regarding the operating of the shop premises whilst it was under my actual control. I am also a man of previous good character and have no convictions or cautions recorded against me.

In 2017 I decided to leave the business and decided to rent out the said address. I had found employment which meant that I could work more social hours.

I used a company called I Love Homes based at 24 Station Street, Walsall, WS2 9JZ to facilitate and to arrange the leasing of the property. The same company manages the property to date. The rent is paid to me via I Love Homes after they have taken their deductions. I have evidence for this should you require it.

On the 7th July 2017 the premises was first leased to Mr Raghunath Sundra Vadyivel for a lease of 5 years, via I Love Homes. However, there came a point when Mr Vadyivel was unable to run a business which was financially viable and he wanted to terminate the lease. I would not agree to this but did indicate that if he found another buyer then I would be happy to continue with a new lease.

On the 1st March 2018 Baichitar Ali Tawfiq signed a lease via I Love Homes for 10 years. Again, for financial reasons Mr Tawfiq found himself in a similar position to Mr Vadvivel and he too wanted to terminate his lease early. By agreement I Love Homes assigned a fresh lease.

The new lease was assigned to and signed by Saman Abdul Rahim on the 1st June 2018 and then this was terminated and a further lease assigned to Mr Ramen Amini on 1st June 2019.

I have attached a copy of all of the leases to this email for your assistance.

I now understand that Walsall Council has been asked to revoke the alcohol premises licence. I have a number of concerns about this as I feel I am being targeted for something that is not in my control. There appears to be the suggestion that one of the recent tenants had been selling illegal cigarettes. The authorities are aware of this individual as he has done similar things in the past. I was unaware of this illegal activity and of his background. The concern that I have is that the

infringement related to cigarettes and not alcohol. I also understand that no alcohol was being served at the material time of the infringement(s). I therefore cannot understand why consideration of revocation has been requested.

In addition, at no stage were the tenants allowed to use anything (including alcohol licence(s)) relating to me or Beer Bellies (the business name I used) to advance their own business enterprise. If any of them have, then I was unaware of this. You will see from the leases attached the terms of the agreements.

As you will appreciate, I have worked very hard over the years so as to ensure that the shop obtained various approvals and to comply with the law accordingly. By revoking the licence(s) will result in the premises being unsaleable and unrentable which will cause not only financial distress to me but will result in the building becoming derelict.

In light of the above, I respectfully ask you not to revoke any licences. I am more than willing to work with Walsall Council to find ways to deal with any issues of concern that may have been raised. I am a simple individual who has limited knowledge in the world of business other than running a small shop. I thought I had complied with everything as was required of me when I rented the premises out.

I do hope you will consider my email in detail and I look forward to hearing from you and I wish you a happy new year in advance.

Best Wishes

Bikramjit Singh Mann

THE LEASE

Main terms and Definitions

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.

If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenantable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.
- Clause 12.16: a suitable number of months needs to be inserted in this clause; 1-3 months is likely to be appropriate for fairly short lettings, and presently up to 6 months for longer ones.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.

Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.

Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).

COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bickramjit Singh Mann c/o** Z
- 2 The Tenant is Mr Baichtiar Ali Tawfiq, is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is to be confirmed with the local authority registration.
- 3 The registered address for the Tenant are 4
- 4 **The Term of this lease is for 10 years commencing 1st March 2018 and ends 29th February 2028**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 1st of each month
- 6 The Rent begins to be payable on **1st March 2018** and the first payment shall be made on **1st March 2018**
- 7 **The Tenant has paid a Deposit of £1300.00** The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the Agent.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');
- OR
- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as Grocery and Off license store

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenantable condition;
- (2) keeping in tenantable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

TENANT'S OBLIGATIONS

12 The Tenant's Obligations to be observed throughout the Term are:

- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
- 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
- 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
- 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
- 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
- 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
- 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
- 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorised alterations or additions on demand;
- 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
- 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
- 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
- 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
- 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
- 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(1));
- 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

12.16 during the last 3 months of the Term, the Tenant will allow the Landlord to display a notice for re-letting the Premises in a reasonably suitable place on the Premises;

12.17 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.18 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or

- (3) if the Tenant (being an individual) becomes bankrupt, or
- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors,

and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on 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 Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
 - 22.3 where this Lease obliges the Tenant not to do something, the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
 - 22.4 headings are given in this Lease for convenience only and do not affect the meaning of the text.
- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the 29th February 2028 or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

SIGNED by the LANDLORD
Mr Bickramjit Singh

SIGNED by the TENANT
Mr Baichtiar Ali Tawfiq

DATE OF THIS LEASE:

Witnessed by -

COMMERCIAL LEASE

IMPORTANT NOTICE

By entering into this lease the parties are undertaking legally binding obligations and should take legal advice before so doing.

It is important that tenants understand that the short-term commercial lease has been designed for property being offered for a relatively short period of occupation. The lease (and the related agreement for lease) provide the letting to be granted without security of tenure. This means that when the lease expires, the tenant will not have the legal right he would normally have under the Landlord and Tenant Act 1954 to apply to the court for a new tenancy. The removal of this right does not stop the landlord and tenant agreeing to a new lease at the end of the tenancy, but this can only occur if both the landlord and the tenant so wish.

Tenants wanting to guarantee that they can remain in the same business premises once the initial lease has expired should consult their professional advisers about seeking other premises where such a right is on offer. In such cases, the terms and conditions in the lease are likely to be substantially different from those in the BPT short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

The BPT short-term commercial lease and related agreement for lease have been prepared with the overriding objective of offering a better service to business tenants. A wide-ranging consultation exercise was undertaken before the final versions of these documents were published, and many of those consulted have offered formal statements of support. The views of supporting organisations are set out on the cover. The BPT is confident that the use of this straightforward documentation will do much to enhance the relationship between landlords and tenants.

Landlords and tenants must remember that while the short-term commercial lease has been published as a standard form, it contains clauses which can be amended or deleted, following amicable discussion between the parties.

Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the pan-industry document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

24 **To:** The Tenant Mr Baichtiar Ali Tawfiq, is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is to be confirmed with the local authority registration.

25 **From:** The Landlord is **Mr Bickramjit Singh Mann**

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.

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf ("Relevant Person") within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit.

Dealing with the Deposit

The following clauses set out:

- **what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 4 of the Main Terms of the Tenancy;**
- **what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the**

1. Deposit

- 1.1. The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be added to the total held by the Landlord, or the Agent, and treated as if it formed part of the sum originally paid as the Deposit. The interest will be returned to the Tenant at the end of the Tenancy with any balance of the Deposit.
- 1.2. After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.6 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 1.6.
- 1.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 1.4. After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit to the Tenant (but subject to Clause 4 of the Main Tenancy Terms), except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. The deposit (or appropriate balance) will be returned to the tenant by cheque, or bank draft or direct electronic bank transfer and where the tenant comprises more than one person, the deposit (or appropriate balance), will be returned to the first person named as 'Tenant' on the lease agreement, unless all the joint tenants give us written instructions to the contrary.
- 1.5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.

- 1.6. The Agent with the consent of the Landlord and the Tenant may deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:
- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
 - any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
 - any other breach by the Tenant of the Terms of this Agreement;
 - any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
 - any unpaid council tax;
 - any unpaid telephone charges.
- 1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

- 1.8. The Deposit is safeguarded by the Deposit Protection Service, which is administered by:
- The Deposit Protection Service Tel: 0844 4727 000
The Pavilions Email enquires@depositprotection.com Bridgwater
Road
Bristol BS99 6AA
- 1.9. The Tenant pays the Agent the Deposit in accordance with the terms of the Lease Agreement. If the Agent chooses to protect the Deposit with the Custodial Tenancy Deposit Scheme, the Housing Act 2004 requires that the Agent must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.
- 1.10. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Agent and Tenant as detailed further in section 13. The Agent must provide the Prescribed Information.

Schedule 5 Special Clauses

1. Break Clause

Notwithstanding the fixed term stated in Clause 1 of the Main Terms of the Tenancy, the Parties hereby agree that this Agreement may be terminated by either party giving to the other at least two month's notice in writing, such notice not to expire until after six months of the start date of the Term. At the end of such notice the Tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either Party against the other in respect of any breach of any of the terms and conditions of the Agreement

Should the Tenancy be terminated on a date which is not the last day of a rental period then the Tenant's obligation to pay rent shall cease on the termination date and the rent payment will be apportioned accordingly

- (b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- (c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(i) THE DEPOSIT

The amount of the Deposit paid is **£1300.00**

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

278 Wolverhampton Road, Walsall, WS2 8RQ

(iii) DETAILS OF THE LANDLORD(S)

Name(s) c/o iLove homes Ltd

Telephone number

v) DETAILS OF THE TENANT(S)

Name Mr Baichtiar Ali Tawfiq

Address: 278 Wolverhampton Road, Walsall, WS2 8RQ

tk

Contact details for the Tenant(s) to be used at the end of the tenancy

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clauses 2 and 7.9 to 7.11* of the lease agreement. No deduction can be paid from the Deposit until the parties to the lease agreement have agreed the deduction, or an award has been made by DPS or by the court.

(vii) CONFIRMATION

The Landlord certifies and confirms that:

- The information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Signed by or on behalf of the Landlord

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign the document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s)

Sign

Print

B ITAWSIQ

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the Member and the Landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

B T

THE LEASE

Main terms and Definitions

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.

If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenantable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.

Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.

Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).



COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bikramjit Singh Mann**
- 2 The Tenant is **Mr Saman Abdul Rahim** at 278 Wolverhampton Road, Walsall, WS2 8RQ and whose company number is **later to be registered**.
- 3 The registered address for the Tenant is
- 4 **The Term of this lease is for 9 years commencing 1st June 2018 and ends 31st May 2027**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 1st of each month
- 6 The Rent begins to be payable on **1st June 2018** and the first payment shall be made on **1st June 2018**
- 7 **The Tenant has paid a Deposit of £1,300.00**. The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the Agent or landlord.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');

OR

- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as Hairdresser's Shop.

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises but the landlord is not responsible for any repairs due by the tenant;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenantable condition;
- (2) keeping in tenantable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

TENANT'S OBLIGATIONS

12 The Tenant's Obligations to be observed throughout the Term are:

- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
- 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
- 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
- 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
- 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
- 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
- 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
- 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorized alterations or additions on demand;
- 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
- 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
- 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
- 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
- 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
- 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(l));
- 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all

other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

12.16 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.17 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or

- (3) if the Tenant (being an individual) becomes bankrupt, or
- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors,

and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on 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 Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
 - 22.3 where this Lease obliges the Tenant not to do something, the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
 - 22.4 headings are given in this Lease for convenience only and do not affect the meaning of the text.
- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the {Finish Date of Notice} or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

SIGNED by the LANDLORD:

.....
Mr Bikramjit Singh Mann

SIGNED by the TENANT:

.....
Mr Saman Abdul Rahim

DATE OF THIS LEASE:

01 JUNE 2018

WITNESSED BY:

.....

COMMERCIAL LEASE

IMPORTANT NOTICE

By entering into this lease the parties are undertaking legally binding obligations and should take legal advice before so doing.

It is important that tenants understand that the short-term commercial lease has been designed for property being offered for a relatively short period of occupation. The lease (and the related agreement for lease) provide for the letting to be granted without security of tenure. This means that when the lease expires, the tenant will not have the legal right he would normally have under the Landlord and Tenant Act 1954 to apply to the Court for a new tenancy. The removal of this right does not stop the landlord and tenant agreeing to a new lease at the end of the tenancy, but this can only occur if both the landlord and the tenant so wish.

Tenants wanting to guarantee that they can remain in the same business premises once the initial lease has expired should consult their professional advisers about seeking other premises where such terms are on offer. In such cases, the terms and conditions in the lease are likely to be substantially different from those in the BPF short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

The BPF short-term commercial lease, and related agreement for lease, have been prepared with the overriding objective of offering a better service to business tenants. A wide ranging consultation exercise was undertaken before the final versions of these documents were published, and many of those consulted have offered formal statements of support. The names of supporting organisations are set out on the cover. The BPF is confident that the use of this straightforward documentation will do much to enhance the relationship between landlord and tenants.

Landlords and tenants must remember that while the short-term commercial lease has been published as a standard form, it contains clauses which can be amended, or deleted, following amicable discussion between the parties.

Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the pan-industry document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

- 24 To:** The Tenant is **Mr Saman Abdul Rahim** is the tenant at 278 Wolverhampton Road, Walsall, WS2 8RQ whose company number is to be confirmed with the local authority.
- 25 From:** The Landlord is **Mr Bikramjit Singh Mann**

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.



THE LEASE

Main terms and Definitions

These are contained in clauses 1-**Error! Reference source not found.**, each of which needs to be completed.

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building, or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.

If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenantable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.
- Clause 12.16: a suitable number of months needs to be inserted in this clause; 1-3 months is likely to be appropriate for fairly short lettings, and presently up to 6 months for longer ones.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.

Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.

Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).

COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bickramjit Singh Mann**
- 2 The Tenant is **Mr Raghunath Sundara Vadivel**, Managing Director of B R Retail Ltd whose registered office is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is 10808157
- 3 The registered address for the Tenant are
- 4 **The Term of this lease is for 5 years commencing 17th July 2017 and ends 16th July 2022**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 17th of each month
- 6 The Rent begins to be payable on 16th July 2017 and the first payment shall be made on 17th July 2017
- 7 **The Tenant has paid a Deposit of £650.00** The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the person paying the Deposit on behalf of the Tenant.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');

OR

- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as {Drinks Zone}.

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenable condition;
- (2) keeping in tenable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

TENANT'S OBLIGATIONS

12 The Tenant's Obligations to be observed throughout the Term are:

- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
- 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
- 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
- 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
- 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
- 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
- 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
- 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorised alterations or additions on demand;
- 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
- 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
- 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
- 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
- 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
- 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(l));
- 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

12.16 during the last 3 months of the Term, the Tenant will allow the Landlord to display a notice for re-letting the Premises in a reasonably suitable place on the Premises;

12.17 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.18 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or

- (3) if the Tenant (being an individual) becomes bankrupt, or
- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors,

and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on 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 Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
 - 22.3 where this Lease obliges the Tenant not to do something, the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
 - 22.4 headings are given in this Lease for convenience only and do not affect the meaning of the text.
- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the {Finish Date of Notice} or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

SIGNED by the LANDLORD

SIGNED by the TENANT

DATE OF THIS LEASE: 17/7/17,

COMMERCIAL LEASE

IMPORTANT NOTICE

By entering into this lease the parties are undertaking legally binding obligations and should take legal advice before so doing.

It is important that tenants understand that the short-term commercial lease has been designed for property being offered for a relatively short period of occupation. The lease (and the related agreement for lease) provide for the letting to be granted without security of tenure. This means that, when the lease expires, the tenant will not have the legal right he would normally have under the Landlord and Tenant Act 1954 to apply to the Court for a new tenancy. The removal of this right does not stop the landlord and tenant agreeing to a new lease at the end of the tenancy, but this can only occur if both the landlord and the tenant so wish.

Tenants wanting to guarantee that they can remain in the same business premises once the initial lease has expired should consult their professional advisers about seeking other premises where such terms are on offer. In such cases, the terms and conditions in the lease are likely to be substantially different from those in the BPF short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

The BPF short-term commercial lease and related agreement for lease have been prepared with the overriding objective of offering a better service to business tenants. A wide-ranging consultation exercise was undertaken before the final versions of these documents were published, and many of those consulted have offered formal statements of support. The names of supporting organisations are set out on the cover. The BPF is confident that the use of this straightforward documentation will do much to enhance the relationship between landlords and tenants.

Landlords and tenants must remember that while the short-term commercial lease has been published as a standard form, it contains clauses which can be amended or deleted following amicable discussion between the parties.

Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the pan-industry document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

24 To: The Tenant is **Mr Raghunath Sundara Vadivel** Managing Director of B R Retail Ltd whose registered office is at 278 Wolverhampton Road, Walsall, WS2 9JZ and whose company number is 10808157

25 From: The Landlord is **Mr Bickramjit Singh Mann**

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.

Prescribed Information for Assured Shorthold Tenancies

Under the Housing Act 2004, the Landlord is required to give the following information to the Tenant and anyone who paid the Deposit on the Tenant's behalf ("Relevant Person") within 30 days of receiving the Deposit. This is to ensure that Tenants are made aware of their rights during and at the end of the tenancy regarding the Deposit.

Dealing with the Deposit

The following clauses set out:

- **what the Landlord or Agent will do with the Deposit monies paid by the Tenant under clause 4 of the Main Terms of the Tenancy;**
- **what the Tenant can expect of the Landlord, or the Agent, when the Landlord, or the Agent, deals with the Deposit;**
- **the circumstances in which the Tenant may receive less than the sum paid to the Landlord, or the Agent, as a Deposit at the conclusion of the**

1. Deposit

- 1.1. The Agent shall place the Deposit in a nominated Client account as soon as reasonably practicable. Any interest earned on the Deposit shall be added to the total held by the Landlord, or the Agent, and treated as if it formed part of the sum originally paid as the Deposit. The interest will be returned to the Tenant at the end of the Tenancy with any balance of the Deposit.
- 1.2. After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 1.6 of this Agreement. If more than one such deduction is to be made by the Agent, monies will be deducted from the Deposit in the order listed in clause 1.6.
- 1.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.
- 1.4. After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit to the Tenant (but subject to Clause 4 of the Main Tenancy Terms), except in case of dispute subject to any deductions made under the Agreement, as soon as administratively possible after the end of the Tenancy or any extension of it. The deposit (or appropriate balance) will be returned to the tenant by cheque, or bank draft or direct electronic bank transfer and where the tenant comprises more than one person, the deposit (or appropriate balance), will be returned to the first person named as 'Tenant' on the lease agreement, unless all the joint tenants give us written instructions to the contrary.
- 1.5. If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within 14 days of the Tenant receiving that request in writing.
- 1.6. The Agent with the consent of the Landlord and the Tenant may deduct monies from the

Deposit to compensate the Landlord for losses caused for any or all of the following reasons:

- any damage to the Premises and Fixtures and Fittings caused by the Tenant or arising from any breach of the Terms of this Agreement by the Tenant;
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent, by the local authority;
- any other breach by the Tenant of the Terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax;
- any unpaid telephone charges.

1.7. The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

Protection of the Deposit

1.8. The Deposit is safeguarded by the Deposit Protection Service, which is administered by:

The Deposit Protection Service Tel: 0844 4727 000
The Pavilions Email enquires@depositprotection.com Bridgwater
Road
Bristol BS99 6AA

1.9. The Tenant pays the Agent the Deposit in accordance with the terms of the Lease Agreement. If the Agent chooses to protect the Deposit with the Custodial Tenancy Deposit Scheme, the Housing Act 2004 requires that the Agent must pay the Deposit to The DPS within 30 days of physically receiving it. The DPS will, however, accept Deposits after this time.

1.10. Following the successful protection of a Deposit, The DPS will provide confirmation of receipt and other information to the Agent and Tenant as detailed further in section 13. The Agent must provide the Prescribed Information.

Schedule 5 Special Clauses

1. Break Clause

Notwithstanding the fixed term stated in Clause 1 of the Main Terms of the Tenancy, the Parties hereby agree that this Agreement may be terminated by either party giving to the other at least two month's notice in writing, such notice not to expire until after six months of the start date of the Term. At the end of such notice the Tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either Party against the other in respect of any breach of any of the terms and conditions of the Agreement

Should the Tenancy be terminated on a date which is not the last day of a rental period then the Tenant's obligation to pay rent shall cease on the termination date and the rent payment will be apportioned accordingly

- (b) A leaflet entitled *What Is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the Tenant and any relevant person.
- (c) The procedures that apply under the scheme by which an amount in respect of a Deposit may be paid or repaid to the Tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.
- (d) The procedures that apply under the scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(i) THE DEPOSIT

The amount of the Deposit paid is **£650.00**

(ii) ADDRESS OF THE PROPERTY TO WHICH THE TENANCY RELATES

278 Wolverhampton Road, Walsall, WS2 8RQ

(iii) DETAILS OF THE LANDLORD(S)

Name(s) iLove homes Ltd

z

v) DETAILS OF THE TENANT(S)

Name Mr Raghunath Sundara Vadivel

Contact details for the Tenant(s) to be used at the end of the tenancy

The circumstances when all or part of the Deposit may be retained by the Landlord(s) by reference to the terms of the tenancy are set out in *Clauses 2 and 7.9 to 7.11* of the lease agreement. No deduction can be paid from the Deposit until the parties to the lease agreement have agreed the deduction, or an award has been made by DPS or by the court.

(vii) CONFIRMATION

The Landlord certifies and confirms that:

- The information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the Tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

Signed by or on behalf of the Landlord

The Tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign the document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the Tenant(s)

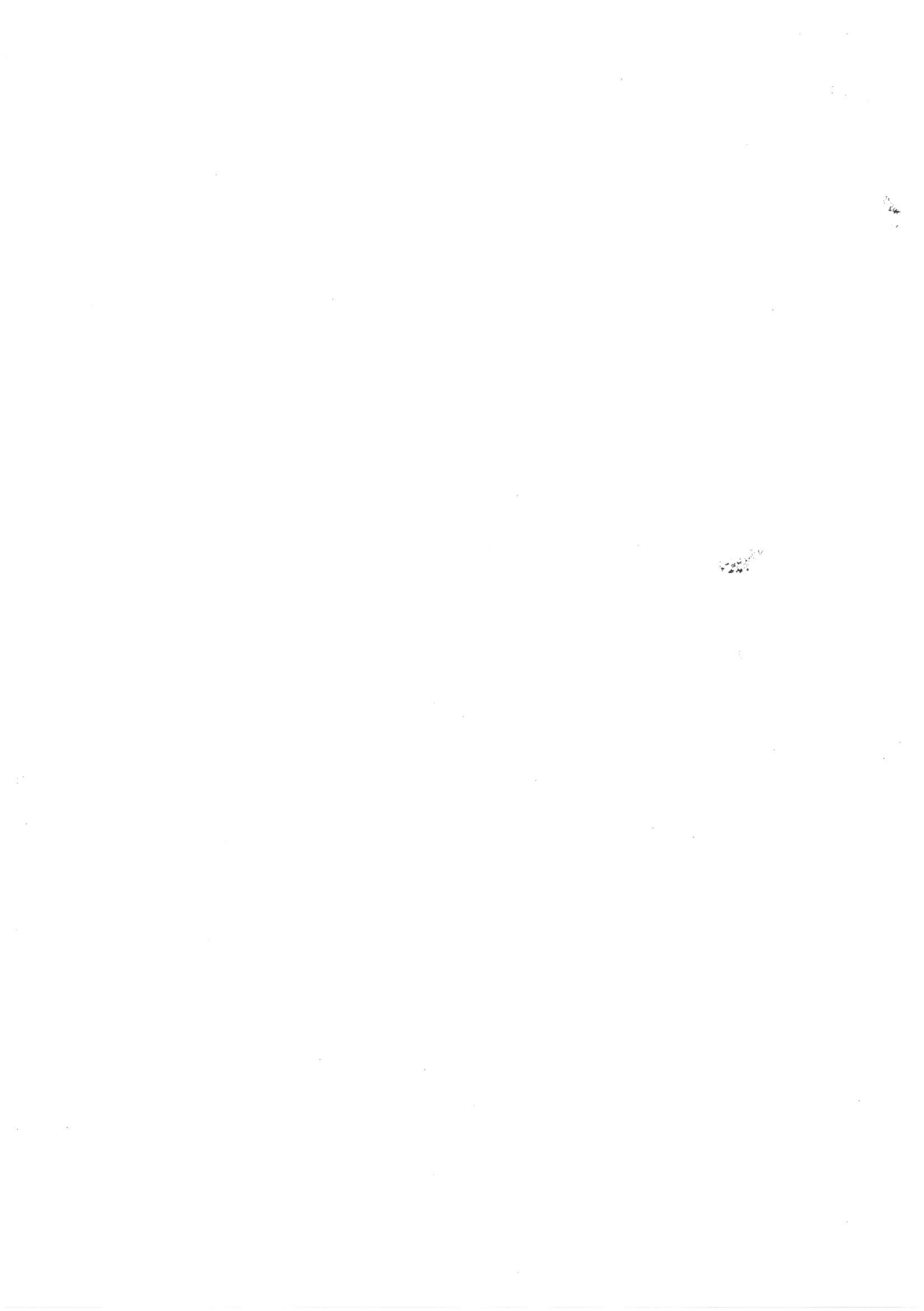
Sign

Sign

Print

Print

Responsibility for serving complete and correct Prescribed Information on each Tenant and relevant person is the responsibility of the Member and the Landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.



Lawyer

THE LEASE

Main terms and Definitions

Letting and Rights

Clause 10 contains provisions which may apply where the letting comprises only part of a building or comprises a unit on an estate.

Where the letting comprises part only a building, clause 10.1 should be used, otherwise it should be deleted. The effect of this clause is to exclude structural and external parts of the building from the letting.
If the tenant is to be granted the use of any common parts, clause 10.2 is to be used; the list of common parts can be edited appropriately.

Clause 10.3 should be included where the tenant is to be granted the use of service media which also serve other premises.

Clause 10.4 gives the landlord the right to alter or close any common parts and to repair, alter and renew service media; it should be included where clauses 10.2 or 10.3 are included.

Landlord's Obligations

The provision of services is governed by clause 11.2. The first item in that clause is the landlord's obligation to keep the premises in tenable repair. The subsequent items deal with common parts, service media, and applicable services. It may be necessary to edit or add to the list of services depending on the circumstances of the property and the letting.

Clause 11.2. contains the landlord's repairing obligations and ends with a proviso that the landlord is not obliged to remedy damage caused by the tenant, or to remedy fair wear and tear, or to 'improve' anything, and is not responsible for interruptions to service due to matters beyond the landlord's control. The provision that the landlord is not obliged to put anything into better condition is ideally to be supported by a schedule of condition which should be attached to the Lease. A properly drawn schedule of condition will avoid disputes as to the condition of the premises at the start of the lease. However, the provisions are workable without a schedule of condition; disputes on this issue are most unlikely to occur in the context of a short letting.

Tenant's Obligations

These are set out in clause 12. The matters set out below should be particularly noted.

- Clause 12.8 prohibits alterations or additions, including signs. Although tenants (especially of retail premises) may well require signage or want to carry out certain alterations, to include anything but an absolute prohibition would make the issue uncertain to an unsatisfactory degree. It is likely that any signage or alterations required by a tenant can be agreed between the parties before the lease is completed. (Technically the Court has the power, under Section 3 of the Landlord and Tenant Act 1927, to override the prohibition in the Lease and to authorise improvements to be carried out if the tenant can fulfil certain criteria. Those statutory provisions cannot be excluded by the Lease, but it is unlikely that they will be invoked for the type of letting for which the model form is designed.)
- Clause 12.14 contains an absolute prohibition against assigning, subletting, charging, parting with possession or sharing occupation of the property, except that sharing within a group of companies is permitted without creating a tenancy. Again, given the short term nature of the arrangements, the landlord will not want to contemplate a qualified covenant against assignment, especially because of the practical agreements at the lease negotiation stage with regard to pre-conditions.

Breach of Tenant's Obligations

Clause 14 gives the landlord power to serve notice requiring the remedy of a breach of tenant's obligations and gives the landlord the power to carry out remedial works at the tenant's expense, if the tenant fails to comply with the notice.
Clause 15 gives the landlord power to sell, on behalf of the tenant, any goods which the tenant leaves behind after the end of the term.

Consequences of damage or destruction

The lease does not impose an obligation on the landlord to insure the premises. We considered that arrangements for insurance should be entirely at the landlord's discretion in the case of a short letting, provided that the tenant is given the protection of abatement of rent and the right to terminate the lease if substantial damage occurs. The landlord has a similar right of termination in such circumstances.
Saints Street, Bristol BS1 2NY (Tel: 0117 945 6874).

Landlord initials.....

Tenant initials.....

COMMERCIAL LEASE

For

278 Wolverhampton Road, Walsall, WS2 8RQ

MAIN TERMS AND DEFINITIONS

- 1 The Landlord is **Mr Bikramjit Singh Mann of c/o 24 Station St, Walsall, WS2 9JZ**
- 2 The Tenant is **Mr Ramen Amini at 278 Wolverhampton Road, Walsall, WS2 8RQ** and whose company number is **later to be registered. The registered business name is EU Off-license**
- 3 The registered address for the Tenant is
- 4 **The Term of this lease is for 8 years commencing 1st June 2019 and ends 31st May 2027**
- 5 **The Rent is £550.00 per calendar month** and is payable in advance by equal monthly payments on every 1st of each month
- 6 The Rent begins to be payable on **1st June 2019** and the first payment shall be made on **1st June 2019**
- 7 **The Tenant has paid a Deposit of £1,100.00 (one thousand and one hundred pounds).** The Tenant shall pay to the Landlord, or the Agent, on the signing of this Agreement. The Agent is a Member of the Deposit Protection Service. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. Any interest earned will belong to the Agent or landlord.

The Tenant hereby confirms that:

- a) (i) the deposit has been paid by the Tenant and not by a third party (unless details of such are included within the attached Prescribed Information under 'Deposit Provider');
- OR
- (ii) if the deposit, or any balance thereof, has been paid by another party and whose details do not appear on the attached Prescribed Information, then the Tenant will advise the Landlord or his Agents of such person's details in writing prior to the settlement taking place;

they have the authority to enter into negotiations in order to agree the settlement of the deposit at the end of the tenancy.

- 8 The Permitted Use of the Premises is as Hairdresser's Shop.

LETTING AND RIGHTS

- 9 The Landlord lets the Premises to the Tenant at the Rent for the Term of 5 years rent of £550 pcm
- 10 The Landlord grants to the Tenant the following rights and makes the following reservations:

Landlord initials...

10.1 The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings;

10.2 The Tenant is granted the use, of the following Common Parts:

entrances, hallways, passages, staircases, toilets, estate roads, car park, delivery areas, yards, lifts

but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.3 may serve other premises, but must use them in a reasonable and proper manner in accordance with any regulations imposed from time to time by the Landlord;

10.4 The Landlord reserves the right to alter or close any Common Parts subject to providing (except in emergencies) reasonably suitable alternative amenities, and reserves the right to use (and repair, alter or renew) any Service Media in the Premises which serve other premises but the landlord is not responsible for any repairs due by the tenant;

10.5 The Landlord also reserves the right to enter the Premises for the purposes and on the terms set out elsewhere in this Lease. The right of entry will only be exercised following reasonable notice, except in the case of an emergency.

LANDLORD'S OBLIGATIONS

11 The Landlord's Obligations to be observed throughout the Term are:

11.1 As long as the Tenant pays the Rent and complies with the Tenant's Obligations, the Landlord will give exclusive possession of the Premises to the Tenant during the Term without interference by the Landlord or any superior landlord or any person deriving title under or in trust for either of them;

11.2 The Landlord will use reasonable endeavours to provide the following Landlord's Services:

- (1) keeping the Premises in tenantable condition;
- (2) keeping in tenantable condition the Common Parts and the structure of the building of which the Premises form part;
- (3) keeping Service Media in working order;
- (4) providing during the Hours of Use:

hot water to basins in the Premises, hot water to basins in Common Parts, heating of the Premises, heating of Common Parts, lighting of Common Parts, lift service in Common Parts, caretaking/porterage

but the Landlord is not obliged to:

- (a) remedy damage caused by the Tenant, or
- (b) remedy fair wear and tear, or
- (c) put the Premises or any Common Parts or any Service Media into better condition than at the date of this Lease as described or shown in the attached Schedule of Condition,

and the Landlord is not responsible for interruptions in any of the Landlord's Services due to matters beyond the Landlord's control.

Landlord initials..

TENANT'S OBLIGATIONS

12 The Tenant's Obligations to be observed throughout the Term are:

- 12.1 the Tenant will pay the Rent immediately it falls due without any deduction or set off and (if required) by bank standing order or credit transfer to the Landlord's bank account;
- 12.2 the Tenant will pay any value added tax chargeable on the Rent and any other sums payable under this Lease, at the same time as the sum on which it is charged;
- 12.3 the Tenant will pay interest on any Rent or other sum payable under this Lease which is overdue for 7 days after its due date, calculated (both before and after any court judgment) at 4% per year above the Bank of England base rate for the period from the due date until payment;
- 12.4 the Tenant will pay all charges for all water, gas, electricity, telephone and similar services consumed on the Premises, and will pay a fair proportion of any which relate to both the Premises and other premises;
- 12.5 the Tenant will use the Premises carefully and will not damage them, but normal fair wear and tear is permitted;
- 12.6 the Tenant will comply with all legislation applicable to the Tenant's use of the Premises; the Tenant will not do anything which may result in a statutory requirement arising for work to be carried out on the Premises or any other premises of the Landlord;
- 12.7 the Tenant will immediately give the Landlord a copy of any notice relating to the Premises or its use which the Tenant receives and will also notify the Landlord of any damage to or want of repair in the Premises or the building of which they form part, as soon as reasonably possible after becoming aware of it;
- 12.8 the Tenant will not make any alteration or addition to the Premises (including displaying any signs, posters, advertisements, etc.) inside or outside, and will remove any unauthorized alterations or additions on demand;
- 12.9 the Tenant will use the Premises only for the Permitted Use and only during the Hours of Use, and will notify the Landlord immediately if the Tenant ceases to occupy the Premises at any time during the Term;
- 12.10 the Tenant will not apply for, or implement, any planning permission in respect of the Premises without the prior written consent of the Landlord;
- 12.11 the Tenant will not do anything which is a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or use the Premises for any illegal or immoral purpose, or hold an auction or public exhibition or public or political meeting on the Premises;
- 12.12 the Tenant will not, save in the ordinary course of the Tenant's business (and then only in accordance with all relevant laws and regulations) permit any contaminative or hazardous substances to be on or to be discharged from the Premises; the Tenant will not otherwise cause contamination or pollution at under or from the Premises;
- 12.13 Subject to the Tenant having been provided with appropriate details of such policy, the Tenant will not do anything which may invalidate any insurance policy relating to the Premises or other Premises of the Landlord or which may increase the premiums for that insurance;
- 12.14 the Tenant will not assign, sublet, charge, part with possession of, or share the occupation of, the whole or any part of the Premises, except that if the Tenant is a limited company it may (by licence but not subletting) share occupation with another company in its group (as defined in Landlord and Tenant Act 1954 section 42(1));
- 12.15 the Tenant will allow the Landlord to enter the Premises (with other persons authorised by the Landlord) for the purposes set out in clause 14.2, for performing the Landlord's Obligations under this Lease, and for all other reasonable and proper purposes, at reasonable times after giving the Tenant (except in emergency) reasonable prior notice; the persons entering the Premises must cause as little disturbance as reasonably possible and must make good all damage caused to the Premises;

Landlord initials



12.16 the Tenant will, at the end of the Term (however ending), give vacant possession of the Premises to the Landlord in the condition required by this Lease and will remove from the Premises the Tenant's goods and fixtures and fittings including signs and make good all damage caused to the Premises by their removal and will leave the Premises in a tidy condition, free of rubbish;

12.17 the Tenant will pay all reasonable costs and expenses incurred by the Landlord in connection with:

- (a) any application by the Tenant for an approval or consent (whether or not it is given, unless unlawfully withheld); or
- (b) in (or in contemplation of) the preparation and service of any notice of a breach of the Tenant's Obligations under this Lease including statutory notices, even if forfeiture (if applicable) is avoided otherwise than by court order.

BUSINESS RATES

13 It is one of the Landlord's Obligations that the Landlord pay the business rates in respect of the Premises.

BREACH OF TENANT'S OBLIGATIONS

14 If the Landlord serves on the Tenant a written notice specifying anything required to remedy a breach of the Tenant's Obligations under this Lease:

14.1 the Tenant will comply with the notice within one month (or immediately in emergency);

14.2 if the Tenant fails to do so, the Landlord has the right to enter the Premises and remedy the breach and the Tenant will pay to the Landlord on demand, as a debt, all costs and expenses so incurred by the Landlord.

TENANT'S GOODS AT THE PREMISES

15 If the Tenant leaves any goods in the Premises at the end of the Term (however it ends), the Tenant authorises the Landlord to sell those goods on behalf of the Tenant. The Landlord shall account to the Tenant for the proceeds less the Landlord's reasonable expenses.

CONSEQUENCES OF DAMAGE OR DESTRUCTION

16 If the whole or part of the Premises becomes inaccessible or unfit for use due to damage or destruction (other than as a result of anything the Tenant does or fails to do):

16.1 the whole or an appropriate proportion (having regard to the nature and extent of the destruction or damage) of the Rent and other payments under this lease shall cease to be payable until the Premises are fully accessible and fit for use; and

16.2 if the damage or destruction affects the whole or a substantial part of the Premises and it is likely to take more than three months to make the Premises again fully accessible and fit for use, either the Landlord or the Tenant may terminate this Lease by giving written notice to the other, in which event this Lease will immediately end and the Landlord need not carry out any repairs or reinstatement.

FORFEITURE

17 The Landlord may forfeit this Lease by re-entering the Premises (or part of them as if entering the whole) if:

- (1) any Rent or other sums are overdue for 14 days or more (whether or not demanded), or
- (2) if any of the Tenant's Obligations under this Lease are not performed or observed, or
- (3) if the Tenant (being an individual) becomes bankrupt, or

Landlord initials.

- (4) if the Tenant (being a company) enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation) or has a receiver or administrative receiver appointed over any of its assets or is the subject of a petition for the appointment of an administrator, or
- (5) if the Tenant enters into an arrangement or composition with creditors, and on re-entry the Term will end but the Landlord will retain any accrued rights in respect of breaches of the Tenant's Obligations.
- (6) if the tenant sells on or transfers the remaining lease agreement, the tenant will be liable to pay all re-letting costs that is charge to the landlord via an agency (fees) and pay the landlord 2 months of rent in full upon a new lease agreement commencing. The tenant will not be released from this lease agreement until such references (applicant) have been carried out as successful for a new lease agreement to be issued to a new lease holder.

GENERAL PROVISIONS

- 18 Notices relating to this Lease or to the Premises may be served in accordance with Law of Property Act 1925 section 196.
- 19 The Landlord and the Tenant have agreed that Landlord and Tenant Act 1954 sections 24 to 28 do not apply.
- 20 The Landlord has served on 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 Order").
- 21 The requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 22 It is also agreed that:
 - 22.1 the Tenant will not have any rights over any property of the Landlord or the benefit of any obligations on the part of the Landlord, except as set out in this Lease;
 - 22.2 where a party to this Lease comprises two or more persons, they are responsible for all their obligations both jointly and individually;
 - 22.3 where this Lease obliges the Tenant not to do something, the Tenant is also obliged not to permit it to be done by any person under the Tenant's control;
 - 22.4 headings are given in this Lease for convenience only and do not affect the meaning of the text.
- 23 Either the Landlord or the Tenant may give to the other not less than 1 months' written notice to end the Term on the {Finish Date of Notice} or on any later date. Ending the Term will not release the parties from their accrued liabilities down to that date.

Landlord initials...

SIGNED by the LANDLORD:

SIGNED by the TENANT:

DATE OF THIS LEASE:

01/06/19

WITNESSED BY:

WITNESS PRINT:

NICOLE CLARKE

COMMERCIAL LEASE

IMPORTANT NOTICE

By entering into this lease the parties are undertaking legally binding obligations and should take legal advice before signing.

It is important that tenants understand that the short-term commercial lease has been designed for property being offered for a relatively short period of occupation. The lease (and the related agreement for lease) provide for the letting to be granted without security of tenure. This means that, when the lease expires, the tenant will not have the legal right he would normally have under the Landlord and Tenant Act 1954 to apply to the court for a new tenancy. The removal of this right does not stop the landlord and tenant agreeing to a new lease at the end of the tenancy, but this can only occur if both the landlord and the tenant so wish.

Tenants wanting to guarantee that they can remain in the same business premises, once the initial lease has expired should consult their professional advisers about seeking other premises where such terms are an offer. In such cases, the terms and conditions in this lease are likely to be substantially different from those in the BPP short-term commercial lease, particularly with regard to the nature and extent of the obligations placed on the tenant.

The BPP short-term commercial lease and related agreement for lease have been prepared with the overriding objective of offering a better service to business tenants. A wide-ranging consultation exercise was undertaken before the final versions of these documents were published and many of those consulted have offered formal statements of support. The names of supporting organisations are set out on the cover. The BPP is confident that the use of this straightforward documentation will go much to enhance the relationship between landlords and tenants.

Landlords and tenants must remember that while the short-term commercial lease has been published as a standard form, it contains clauses which can be amended or deleted, following amicable discussion between the parties.

Both landlords and tenants are strongly advised, in addition to obtaining legal advice, to consult the primary document *Commercial Property Leases in England and Wales: Code of Practice* (RICS Business Services 2007) before signing this document.

24 To: The Tenant is Mr Ramen Amini is the tenant at 278 Wolverhampton Road, Walsall, WS2 3RQ whose company number is to be confirmed with the local authority.

25 From: The Landlord is Mr Bikramjit Singh Mann

Landlord Initials...

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.

Landlord initials..

Tenant initials.....