

# Foxmoor Business Park – Tenancy Agreement

## Tenancy at will

THIS TENANCY AT WILL is made the ..... day of .....2018 BETWEEN:

(1) Foxmoor Business Park Ltd. of The Estate Office, Foxmoor Business Park, Foxmoor Business Park Road, Wellington, Somerset TA21 9RF the registered office of which is at the above address ('the Landlord') and

(2) .....  
.....  
.....('the Tenant')

Telephone numbers.....

Email address.....

NOW IT IS AGREED as follows:

### **1 DEFINITIONS AND INTERPRETATION**

In this agreement the following expressions have the meanings given in this clause.

#### **1.1 Gender and number**

Words importing one gender are to be construed as importing any other gender; words importing the singular are to be construed as importing the plural and vice versa.

#### **1.2 Headings**

The clause headings do not form part of this agreement and must not be taken into account in its construction or interpretation.

#### **1.3 Joint and several liability**

Where any party comprises more than one person, the obligations and liabilities of that party under this agreement are to be joint and several obligations and liabilities of those persons.

#### **1.4 'The Permitted Use'**

'The Permitted Use' means Class B1, Class B2 & Class B8 of the Town and Country Planning Act.

#### **1.5 'The Premises'**

'The Premises' means all that business unit, container workshop or compound number \_\_\_\_\_ comprising approximately \_\_\_\_\_ square feet.

## **1.6 References to clauses**

Any reference in this agreement to any clause or subclause without further designation is to be construed as a reference to the clause or subclause of this agreement so numbered.

## **1.7 'The Rent'**

'The Rent' means the rent of £\_\_\_\_\_ per calendar month plus VAT payable on or before the first day of each month.

## **1.8 'The Tenancy'**

'The Tenancy' means the tenancy at will granted by this agreement.

## **1.9 'VAT'**

'VAT' means value added tax or any other tax of a similar nature.

## **2 TENANCY AT WILL**

The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on the date of this agreement.

## **3 RENT & TENURE**

### **3.1 Payment of rent**

The Rent is to be paid in advance, on or before the first day of each month without deduction. There will be a penalty charge of 15% of the rent due if it is not paid on or before the due date. Interest on any unpaid rent will be charged at 15% per month.

### **3.2 Periodic tenancy excluded**

Neither the payment of any Rent, nor any demand for payment of it, nor the fact that the amount of the Rent is calculated by reference to a period, is to create, or cause the Tenancy to become, a periodic tenancy.

### **3.3 Security of tenure excluded**

The Tenant understands, acknowledges and agrees with the Landlord that this tenancy is not protected by the security of tenure provisions of the Landlord and Tenant Act 1954.

### **3.4 Forfeiture**

If at any time during the tenancy any rent remains unpaid to the Landlord or any of the Tenant's obligations remain unfulfilled the tenancy will be forfeit and the Landlord entitled to immediately take possession of the Premises.

## **4 THE TENANT'S OBLIGATIONS**

The Tenant agrees with the Landlord as set out in this clause 4.

### **4.1 Payment of the Rent**

The Tenant must pay the Rent in accordance with clause 3.1 PAYMENT OF RENT.

### **4.2 Outgoings**

The Tenant must pay, and indemnify the Landlord against, all rates, taxes, assessments, duties, charges, impositions and outgoings of an annual or other periodically recurring nature payable in respect of the Premises during the currency of the Tenancy.

#### **4.3 Repair**

The Tenant must keep the premises in repair and in good decorative order.

#### **4.4 Alterations**

The Tenant must not make any alteration or addition to the Premises or allow any sign or board whatever to be erected outside of or fixed to the exterior of the Premises without the Landlord's written consent.

#### **4.5 Use**

The Tenant must not use the Premises or any part of them otherwise than for the Permitted Use.

#### **4.6 Nuisance**

The Tenant must not cause any nuisance, obstruction or annoyance to the Landlord or to any adjoining owners or occupiers.

#### **4.7 Assignment**

The Tenant must not assign, sublet, charge, part with the possession of, or otherwise dispose of the Premises or any part of the Premises.

#### **4.8 Occupation**

The Tenant must not permit the Premises or any part of the Premises to be occupied by any person other than the Tenant and the Tenant's employees.

#### **4.9 Insurance**

The Tenant will take out whatever insurance may be necessary to indemnify the Landlord for any damage caused to the Landlord's premises by the tenant his visitors and staff and be responsible for insuring the contents of the demised premises and produce a copy of the insurance certificate to the Landlord upon request. The Tenant will comply with the risk requirements of the Landlords insurers including those listed at 4.12 and will not do anything that vitiates the Landlords buildings insurance policy.

#### **4.10 Entry**

The Tenant must allow the Landlord, and all persons authorised by the Landlord, to enter the Premises at any reasonable time to ascertain whether the terms of this agreement have been complied with.

#### **4.11 Parking**

The forecourt of the unit may be used to park no more than \_\_\_\_ taxed roadworthy motor cars and for no other purpose. No vehicles of any description, either belonging to the tenant or their customers or in any way associated with them shall be parked anywhere else on the Business Park without the Landlords express permission.

#### **4.12 Safety & Security**

1. All portable electrical equipment shall be PAT tested annually.
2. No smoking shall be permitted within the unit or within 10 metres of the exterior of the building.
3. The tenant will provide to the unit 1 x 13A portable fire extinguisher. If the unit has a workshop and / or offices the tenant will provide to the unit 1 x 23B Co2 and 1 x 13A dry powder extinguisher.

4. The tenant will pay strict attention to and comply with the fire safety requirements of our insurers listed in the appendix below.
5. No combustible materials are stored externally within 10 metres of the building outside business hours.
6. The tenant will prepare a fire risk assessment and safety plan, provide copies to all employees, familiarise them with the fire safety regulations and regularly institute with their employees appropriate fire drills.
7. The tenant will provide their own flush fitting high quality padlock to the door of the unit and supply the landlord with a key of combination code for emergency access.

AS WITNESS etc

For and on behalf of Foxmoor Business Park Ltd (the Landlord).....

For and on behalf of (the Tenant).....

## **FIRE SAFETY REQUIREMENTS**

### **Housekeeping - external bin storage**

- a) Tenants must not over-fill plastic wheeled waste bins. Over-filling means that lids cannot be closed. This creates the potential for accidental or malicious ignition of the contents and could give rise to fire spread into the building.
- b) Regular periodic inspections of the site will include a visual check of compliance with this measure.

### **Liquefied Petroleum Gas (LPG) & Oxyacetylene use and storage**

The use of oxyacetylene gas welding equipment for occasional repairs is acceptable, provided that appropriate safety measures, such as flash back arrestors, are fitted.

1. It is prohibited to bulk store LPG cylinders.
2. It is prohibited to use portable heaters using LPG cylinders as the fuel source (other than in caravans).
3. Storage or use of LPG is to be kept to a minimum.
4. The strict safety measures below regarding the use/storage of LPG cylinders must be adhered to.
5. Inspections will be made to ensure the guidance is followed.

#### **"LPG Safety Measures"**

- a) Removal from the site of all idle LPG cylinders that are surplus to requirements.
- b) Whether full or empty, LPG cylinders not needed directly for processes are to be stored securely in either a steel mesh cage or an external compound, located in an area free from drains and vegetation and given protection from the direct sunlight. The area should be clearly marked "Liquefied Petroleum Gas - No Smoking".
- c) LPG cylinders used for braising or welding: -

- i) Must be fitted with hoses certified and marked by either BS 3212 or BS EN 1763 and bear the year of manufacture and name of manufacturer
- ii) Should have hose lengths kept as short as practicable
- iii) Should have the condition of hoses and valves checked regularly

#### **Portable Heaters - Fire Safety**

- a) The use of portable diesel, kerosene or oil-fuelled torpedo heaters is prohibited in all tenancies in which body works, paint spraying, resin casting and/or use of solvents for fabrication processes is/are undertaken.
- b) In other tenancies portable diesel, kerosene or oil-fuelled 'torpedo' heaters may be used subject to: -
  - i) A clear distance of two metres is maintained in front of the heater.
  - ii) The heater is never to be left unattended.
  - iii) A funnel must be used for filling of fuel into the fuel tank.
  - iv) Compliance with manufacturer's instructions in use and maintenance.
  - v) Rags or cloths impregnated with oil or fuel are to be disposed of into a metal bin with a metal lid and removed from the unit daily.
- c) No portable paraffin heaters shall be used or stored on the premises.

#### **Flammable liquid controls**

- a) The quantities of flammable liquids (flash point ~ 23°C and :5 60°C) present in work area shall be limited to the minimum practicable. Quantities shall not exceed that required for the day and be kept to 100 litres.
- b) 'Highly flammable liquids' (those with flashpoint :5 23°C) must not be kept in quantities exceeding 50 litre.
- c) All drums and cans of flammable liquid are to be kept securely closed when not being used.
- d) All flammable liquid containers are to be returned to a dedicated flammables cabinet when not in use and at the close of business.
- e) Cloths and wipes contaminated with flammable liquid are to be disposed of in dedicated metal bins with metal lids. All contaminated cloths and wipes must be to an external storage area located at least 5 metres away from the building at the end of each working day.
- f) Empty flammable liquid containers are to be removed from the building to a designated area pending safe disposal. Containers are to be securely closed as they will contain residual vapours.
- g) Ventilation is to be maintained in work areas to evacuate vapours.
- h) Electric switches and motors (ignition sources) are to be remote from areas where vapours are likely to arise.

Detailed fire safety guidance on the storage, handling and use of highly flammable and flammable liquids is published by the RISC Authority in the following documents, all of which are available to download free at [www.riscauthority.co.uk](http://www.riscauthority.co.uk): -

- RC55: Recommendations for fire safety in the storage, handling and use of flammable and highly flammable liquids.
- RC56: Recommendations for fire safety in the storage, handling and use of highly flammable and flammable liquids: storage in containers other than external fixed tanks.