

LEASE

between

(Landlord) (hereinafter referred to as “the Landlord) residing at **(address)**

and

FALKIRK COUNCIL, constituted under the Local Government Etc Scotland Act 1994 and having its principal offices at Municipal Buildings, West Bridge Street, Falkirk, FK1 5RS (hereinafter referred to as “the Tenant”)

CLAUSE FIRST

Subjects of Let Period

The Landlord hereby lets to the Tenant unfurnished and with vacant possession ALL and WHOLE **(PSL ADDRESS)** and the whole fixtures and fittings therein (all hereinafter referred to as “the subjects of let”), and any garden ground pertaining exclusively thereto. The Lease shall, notwithstanding the date or dates of execution hereof, subsist for the period of three years from **Start Date** (hereinafter referred to as “the Date of Entry”) to **End Date** (hereinafter referred to as “the Date of Expiry”) (such period hereinafter referred to as “the Term”).

The Tenant will have the option to terminate the Lease:- (a) at any time, on giving the Landlord not less than three calendar months prior, written notice of its intention so to do (or such shorter notice period as may be agreed in writing between the Landlord and the Tenant); (b) without any notice if the Council, acting as sole judge on the advice of its Environmental Health Department, considers that the subjects of let are in a condition below the Tolerable Standard as set out in Sections 85 to 87 of the Housing (Scotland) Act 1987 as amended; or (c) without any notice if the subjects of let require a major repair which would necessitate the subjects of let being vacated for longer than two weeks, as to which the Tenant shall be the sole judge. The Landlord shall have the right to terminate the Lease on giving the Tenant no less than three calendar months prior, written notice of its intention so to do (or such

shorter notice period as may be agreed in writing between the Landlord and the Tenant).

CLAUSE SECOND

Rent

The annual rent (“the Rent”) from the Date of Entry shall be such sum as represents 85% of the annual Local Housing Allowance Rate for the subjects of let as the same shall be fixed and applicable from time to time. The Rent shall be payable monthly in advance on the [First] day of each calendar month.

CLAUSE THIRD

Sub-Let

The Tenant shall have the power to sub-let or licence the subjects of let to a person or persons of the Tenant’s choice including but not limited to persons to whom the Tenant seeks to sub-let or sub-licence the subjects of let in pursuance of the Tenant’s obligations to provide temporary accommodation under Section 29(1) of the Housing Scotland Act 1987 (as amended).

The Tenant undertakes to conclude legally binding missives of let or a legally binding licence with all sub-tenants or licensees of the said subjects of let.

CLAUSE FOURTH

Annual Heating Repair Fee

If these subjects of let have a gas fired central heating system an annual fee (“the Annual Heating Repair Fee”) will be payable by the Landlord to the Tenant in respect of the servicing, breakdown repair and maintenance costs of the said system for the remaining financial year. The initial Annual Heating Repair Fee shall be Ninety One Pounds (£91.00) exclusive of Value Added Tax payable on the Date of Entry and annually thereafter on 1st April each year during the lease term. The Annual Heating Repair Fee shall be subject to annual review by the Tenant, acting reasonably.

The Annual Heating Repair Fee is not refundable in any circumstances, including but not limited to the termination of the Lease by either party.

Other than gas fired central heating systems, no gas cookers, gas fires, gas heaters or other gas appliances are permitted within the subjects of let with the sole exception of a gas fire forming part of a gas fire / back boiler combination system.

The Landlord is responsible for ensuring that the Subjects of Let comply in all respects with the requirements of current legislation and the Gas Safety Regulations and arranging for a Gas Safe registered gas heating contractor to inspect all gas appliances,

flues, pipes, vents etc. The Annual Heating Repair Fee includes the cost of obtaining in respect of any permitted gas fires documents from a Gas Safe registered contractor at the Date of Entry and every twelve months thereafter certifying that the said fires comply with the requirements of the current safety regulations (hereinafter referred to as “the Annual Gas Safety Certificates”).

Such Annual Gas Safety Certificates shall be renewed every twelve months. In practice, the Tenant will arrange for the Annual Gas Safety Certificates to be obtained, but at the Landlord’s cost.

The initial cost of the Annual Gas Safety Certificates shall be Twenty Six Pounds (£26.00) per certificate exclusive of Value Added Tax, subject to annual review by the Tenant on giving reasonable prior written notice to the Landlord.

The Tenant will obtain at the Landlord’s cost reports from an NICEIC or SELECT approved contractor at the Date of Entry confirming that all electrical appliances and circuits have been inspected (hereinafter referred to as “IEE Inspection”) and are satisfactory in terms of the current safety regulations (such confirmation hereinafter referred to as “the IEE Certificate”) at the intervals required by law all at the Landlord’s cost.

The Tenant may, at its option and at the Landlord’s expense, carry out annual Portable Appliance Testing in respect of each electric cooker, fire or other appliance (including but not limited to showers) left in the subjects of let by the Landlord. The Tenant shall give the Landlord reasonable prior notice before carrying out such Portable Appliance Testing.

CLAUSE FIFTH

Supplies and Services

The Tenant shall pay promptly and relieve the Landlord of liability for all charges incurred for electricity and telephone and other supplies or services in respect of the subjects of let during the currency of the Lease. In the event of these services being cut off the Tenant will pay the re-connection charges. The Tenant shall pay the local Council Tax, if exigible, in respect of the period of the Lease. For the avoidance of doubt, the Landlord shall pay any factoring charges in respect of the subjects of let during the Term.

CLAUSE SIXTH

The Landlord will pay the Tenant an annual fee (“the Annual Repair

Maintenance and Repair

Fee”). The initial Annual Repair Fee shall be Four Hundred and Fourteen pounds and Seventy Two pence (£414.72) per annum exclusive of Value Added Tax for the remaining financial year, payable on the Date of Entry. The Annual Repair Fee will be payable annually thereafter on 1st April in each year during the lease term. The Annual Repair Fee will be subject to annual review by the Tenant. The Tenant will give the Landlord reasonable prior written notice of any increase in the Annual Repair Fee. The Annual Repair Fee will cover (1) routine internal repairs of a cost of up to £500 per repair required during the Term to bring the subjects of let up to the standards set out in the property specification adjusted and agreed between the parties prior to the Date of Entry (“the Specification”) and (2) internal repairs caused by accidental or malicious damage to the subjects of let (excluding any damage to the structure of the subjects of let or the Building (as herein defined) or any mains services serving the subjects of let). For the avoidance of doubt the Annual Repair Fee will not cover (1) any works involving the treatment, making safe, capping, removal or disposal of asbestos or which otherwise relate in any way to asbestos situated at or within the subjects of let (such works hereinafter defined as “Asbestos Works”) or (2) any works to maintain, repair, replace or reinstate boundary fences, walls or hedges (such works hereinafter defined as “Boundary Works”). Asbestos Works and Boundary Works are expressly excluded from Council Repairs as hereinafter defined and are (under the sole exception of routine trimming of hedges not exceeding 1.5 metres in height) the sole responsibility of the Landlord. The foregoing repairs covered by the Annual Repair Fee are hereinafter referred to as “Council Repairs”. Council Repairs will be arranged and paid for by the Tenant. The cost of each Council Repair will be based on the Tenant’s standard of works and schedule of rates for repairs. The Tenant will be the sole judge as to the costs of Council Repairs.

The Annual Repair Fee is not refundable in any circumstances, including but not limited to the termination of the Lease by either party.

All repairs which are not Council Repairs will be the responsibility of the Landlord. All repairs other than Council Repairs are hereinafter referred to as "Landlord Repairs". Without prejudice to the foregoing generality, Landlord Repairs shall include but not be limited to (a) internal routine repairs of a cost of more than £500 necessary to bring the subjects of let up to the standards set out in the Specification (declaring for the avoidance of doubt that the Council will have no liability for any part of the costs of such repairs); (b) replacement of heating systems, pipe work, re-wiring and similar installations (either in whole or in part) through wear and tear; (c) repairs of a structural nature; (d) repairs to mains services serving the subjects of let; (e) repairs required to maintain the subjects of let in a wind, watertight, safe and secure condition; and (f) all other external repairs to the subjects of let.

The Tenant will notify the Landlord if a Landlord Repair is required and will endeavour (but without any obligation on the Tenant to do so) to provide the Landlord at the same time with an estimate of the repair cost.

The Landlord must, whether or not an estimate of the cost of the repair is provided to the Landlord and within 24 hours of being notified by the Tenant of a Landlord Repair falling within the definition of Emergency Repairs in Landlord Information Pack Appendix 2 as hereinafter defined, confirm that it consents to the Tenant carrying out the said repair at the Landlord's cost, failing which the Landlord will be deemed to undertake to arrange to carry out the said repair itself.

The Landlord must, whether or not an estimate of the cost of the repair is provided to the Landlord and within 3 Working Days of being notified by the Tenant of any Landlord Repair other than those falling within the definition of Emergency Repairs in Landlord Information Pack Appendix 2 as hereinafter defined, confirm that it consents to the Tenant carrying out the said repair at the Landlord's cost, failing which the Landlord will be deemed to undertake to arrange to carry out the said repair itself.

For the purposes of the foregoing two paragraphs, Working Day shall mean any day from Monday to Friday inclusive other than days which are bank holidays in Falkirk.

Where the Landlord elects (or is deemed so to elect) to arrange itself for a Landlord Repair to be carried out such Landlord Repairs must be carried out within the timescales annexed and executed as relative hereto ("Landlord Information Pack, Appendix 2"). The Landlord and its contractor will be entitled to access the subjects for the purposes of carrying out and inspecting Landlord Repairs, subject always to complying with the conditions specified in Clause (TENTH) of this Lease relating to Landlord's access to the subjects of let. The Tenant reserves the right to inspect Landlord Repairs.

In the event that the Landlord fails to carry out and complete any Landlord Repair within the aforementioned timescales, the Tenant will have the right forthwith to carry out and complete the Landlord Repair in question and recover the cost of doing so from the Landlord.

Notwithstanding the terms of two immediately preceding paragraphs, where a Landlord Repair is reported as an emergency, urgent or out of hours repair, the Tenant will be responsible for responding to the repair request in so far as is required to make safe the subjects of let and prevent further damage to the subjects of let. The Landlord will in any instance reimburse the Tenant within 14 days of demand the Tenant's whole proper and reasonable costs incurred in terms of this paragraph, said costs to be based on the Tenant's standard of works and schedule of rates for repairs.

Any dispute arising between the Tenant and the Landlord in relation to repairs shall be referred for resolution in the first instance to the Tenant's Director of Corporate and Housing Services or the appointed officer of the same. If the said Director or appointed officer as the case may be cannot resolve the dispute, it may be referred for resolution to an independent surveyor or other expert appointed by the Tenant. Where the independent surveyor or expert

is unable to resolve the dispute, either party may refer the dispute for resolution to an Arbitrator to be agreed upon by the parties and failing agreement between the parties as to who the Arbitrator should be, to be chosen by the Sheriff Principal of Tayside, Central and Fife.

In the event that any part of the subjects of let is damaged so that it requires a major repair which would in the Tenant's view (as to which the Tenant shall be sole judge) render the subjects of let unfit for occupation or use for a period of two weeks or more or destroyed:-

(a) the Tenant shall have the right on the expiry of two weeks from the date the damage was suffered to terminate the lease forthwith upon service of written notice on the landlord to that effect

(b) the Tenant shall not be responsible for repairing or reinstating the subjects of let but shall indemnify the Landlord acting reasonably for the cost of repairing or reinstating any part of the subjects of let damaged owing to any wilful, careless or negligent act or omission of the Tenant (hereinafter referred to as "the Tenant's Negligence") less any part of such cost that is covered by the Property Insurance (as hereinafter defined) or that would have been covered had the Property Insurance not been vitiated by the act, neglect, default or omission of the Landlord or if the Landlord fails to maintain the Property Insurance, that would have been covered had such cover been maintained. The Tenant shall not be liable for costs of repairing or reinstating any part of the subjects of let rendered unfit for occupation or use or destroyed in any other circumstances;

(c) the Tenant will be entitled to withhold payment of rent until the earlier of (One) the date the subjects of let are again rendered fully fit for occupation and use (Two) the date of termination of the Lease in terms of the foregoing paragraph (a) or (Three) the Date of Expiry.

CLAUSE SEVENTH

Cleaning, Garden and Boundaries

The Tenant undertakes throughout the period of the Lease to keep regularly cleaned and swept, all windows and chimney vents respectively within the subjects of let and to leave all windows and vents so cleaned and swept at his outgoing. The Tenant also undertakes to maintain any garden ground pertaining exclusively to

the subjects of let in a neat and tidy condition and regularly to cut and trim all grass and hedges (but excepting hedges greater than 1.5 metres in height) pertaining exclusively to the subjects of let. For the avoidance of doubt this excludes any garden ground, grass and hedges, boundary fences, common passageways and stairs and all others common or mutual to the subjects of let and other dwellinghouses adjacent thereto (hereinafter referred to as "the Common Parts"). The Tenant shall have the right to use the Common Parts for all proper purposes in connection with the use and enjoyment of the subjects of let. The Landlord shall maintain the Common Parts at the Landlord's cost.

CLAUSE EIGHTH

Use

The subjects of let shall be used as a house in single and the Tenant is prohibited from using the subjects of let or permitting them to be used for any other purpose whatsoever. The Tenant will not do or permit to be done on the subjects of let anything which in the reasonable opinion of the Landlord may be a nuisance or cause of annoyance to the Landlord or to neighbouring occupiers.

CLAUSE NINTH

Alterations

The Tenant shall not carry out or permit to be carried out any structural alterations or additions to the subjects of let nor permit any additional buildings or structures. The Tenant shall not without the prior written consent of the Landlord carry out any internal non-structural alterations. The Landlord's consent shall not unreasonably be withheld in the case of internal non-structural alterations. The rent payable for the subjects of let in terms of the Lease shall not be increased by reason of such alterations or additions.

CLAUSE TENTH

Access

The Landlord and / or the Landlord's agent and / or those authorised by the Landlord shall have a right of access to the Property for any purpose considered by the Tenant (acting reasonably) to be necessary, including but not limited to carrying out (1) a Landlord Repair (as hereinbefore defined) and (2) a property survey and / or valuation of the Property, subject in every case to making good any damage caused to the Property, its contents and / or the fixtures and fittings in the exercise of this right. The Landlord will indemnify the Council in full against all costs, claims, damages, and others arising as a result of the exercise by the Landlord or

those authorised by the Landlord of the Landlord's right to enter the Property in terms of this clause. Valuation or survey visits to the Property must only be carried out at specific times agreed in advance with the Council. The Council will use all reasonable endeavours to facilitate such access within seven working days of its receipt of a request for such access. Any party exercising the right of access conferred by this Clause TENTH can only do so with the prior permission of the Tenant (not to be unreasonably withheld or delayed), at a mutually agreed time.

CLAUSE ELEVENTH

Insurance

The Landlord shall insure the subjects of let, including all fittings and fixtures and the other parts of the Building that are owned by the Landlord or that the Landlord owns in common with the proprietors of adjacent properties, for the full reinstatement value thereof against fire, theft, lightning, storm, tempest, flood, earthquake, explosion, bursting or overflowing of water tanks, apparatus or pipes, subsidence, riot or civil commotion, impact (including by vehicles), malicious damage, full accidental damage to the subjects of let, damage caused by aircraft or other aerial devices or articles dropped therefrom and such other risks as would normally be included from time to time in the insurance of residential property (such risks herein referred to collectively as the "Insured Risks") (and such insurance herein referred to as the "Property Insurance") and to pay the premiums in respect thereof. The insurance of all furnishings within the subjects of let shall be the sole responsibility of the Tenant.

The Landlord shall indemnify and keep indemnified the Tenant against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in any way arising out of any injury to, or the death of any person and loss of, or damage to, any property, including property belonging to the Tenant or its sub-tenants or licensees, arising from a breach of the Landlord's duties or obligations, except and to the extent that it may arise out of the negligence of the Tenant, its sub-tenants, licensees, employees or agents not being the Landlord or employed by the Landlord. Without thereby limiting its responsibilities under this

Clause, the Landlord shall ensure with a reputable UK insurance company approved by the Tenant against its liabilities under this Clause. For all claims against which this Clause requires the Landlord to insure, public liability insurance cover shall be a minimum of five million pounds (£5M). The insurance in respect of any such personal injury to or death of any person shall comply with the Employer's Liability (Compulsory Insurance Act 1969). The Landlord shall renew the insurance policies required in terms of this Clause (ELEVENTH) annually and shall, forthwith if requested by the Tenant, supply to the Tenant a certificate from its insurers or brokers or a letter from its insurers or brokers confirming that each policy of insurance which the Landlord is obliged to keep in place in terms of this CLAUSE ELEVENTH is in place and complies with the requirements of this CLAUSE ELEVENTH and the Landlord shall supply to the Tenant on request copies of all insurance policies, cover notes, certificates, premium receipts and other documents necessary to establish compliance with this CLAUSE ELEVENTH. Moreover the Landlord will use their reasonable endeavours to procure that the Landlord's property insurance policy contains a waiver of subrogation rights against the Tenant.

CLAUSE TWELFTH

Landlord's Warranty

The Landlord (One) warrants that it has good title to the subjects of let and grants vacant possession of the subject of let to the Tenant; (Two) warrants that the Landlord has obtained all consents necessary to enable it to enter into this Lease; (Three) warrants that the subjects of let are not subject to any statutory or local authority notices; (Four) undertakes that on the Date of Entry all keys in respect of the subjects of let shall be delivered to the Tenant and (Five) undertakes to pay all if any factoring charges relative to the subjects of let throughout the Term.

CLAUSE THIRTEENTH

Removal

The Tenant binds itself to flit and remove with all its goods and gear on the Date of Expiry or any earlier agreed date of termination of the Lease and to make good any damage caused by the removal of any fitting which the Tenant may be entitled to remove from the subjects of let. At such expiry or termination, the Tenant shall return to the Landlord possession of the subjects of let, with the exception of any fittings that the Tenant is entitled to remove in substantially the

same condition as at the Date of Entry or in relation to fittings any subsequent date of fitting but excepting (one) fair wear and tear, (two) damage to or destruction of any part of the Premises caused by an Insured Risk (save to the extent to that the Landlord's Insurance in respect of such risks has been Vitiated), (three) the Landlord's Negligence or (four) a Latent Defect. The Tenant will also at such expiry or termination return to the Landlord all keys pertaining to the subjects of let.

**CLAUSE
FOURTEENTH**

Rent cessor

Without prejudice to the terms of Clause SIXTH of this Lease, in the event that the subjects of let are considered by the Tenant, acting as sole judge on the advice of its Environmental Health Department, to be in a condition below the Tolerable Standard as set out in Sections 85 to 87 of the Housing (Scotland) Act 1987 as amended, the Tenant will be entitled to withhold rent until the earlier of (One) such time as the subjects of let are brought up to the said Tolerable Standard or (Two) the Lease is terminated or expires.

**CLAUSE
FIFTEENTH**

Arbiter

Any dispute arising between the Tenant and the Landlord in relation to repairs in terms of Clause SIXTH shall be referred for resolution in the first instance to the Tenant's Director of Corporate and Housing Services or the appointed officer of the same. If the said Director or appointed officer as the case may be cannot resolve the dispute, it may be referred for resolution to an independent surveyor or other expert appointed by the Tenant. Where the independent surveyor or expert is unable to resolve the dispute, either party may refer the dispute for resolution to an Arbiter to be agreed upon by the parties and failing agreement between the parties as to who the Arbiter should be, to be chosen by the Sheriff Principal of Tayside, Central and Fife. Any dispute between the Tenant and the Landlord which does not relate to repairs shall be dealt with in accordance with the Tenant's Corporate Complaints Procedure.

**CLAUSE
SIXTEENTH**

Value Added Tax

Where the Tenant is entitled in terms of the Lease to (1) carry out or procure the carrying out of any works or (2) provide or procure the provision of any services and, in either case, to recover the cost thereof from the Landlord, VAT shall, where VAT is applicable on such costs, be payable on such costs by the Landlord on production

to the Landlord of a VAT invoice showing the net figures for the costs, the VAT applicable thereto and the total sum payable. For the avoidance of doubt, the figures for the Rent, Annual Repair Fee, Annual Heating Repair Fee and all other fees, costs, expenses, charges and others referred to in the Lease are exclusive of all, if any, Value Added Tax which may be payable in addition thereto.

CLAUSE SEVENTEENTH

Administration Charge

With the exceptions of the Annual Repair Fee, the Annual Heating Repair Fee and (where the same is carried out by the Tenant) Portable Appliance Testing which will attract no Administration Charge, where the Tenant carries out any works for which the Landlord is responsible in terms of this Lease the Tenant will, in addition to the cost of the works, charge the Landlord an Administration Charge of 12.5%, capped at a maximum of £50.

CLAUSE EIGHTEENTH

Specification

The Landlord warrants that at the Date of Entry the subjects of let meet with the requirements of the Specification.

CLAUSE NINETEENTH

Expenses

The parties will be responsible for their own costs in relation to the preparation of the Lease. The Tenant will be responsible for any stamp duty land tax payable thereon.

CLAUSE TWENTIETH

Notices

Any notice under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if it is sent by registered post or recorded delivery. For so long as the Tenant is Falkirk Council any notice shall be sufficiently served if sent to The Private Sector Team, The Forum, Callendar Business Park, Falkirk, FK1 1XR. Any notice to the Landlord shall be sufficiently served if sent by registered post or recorded delivery to or left addressed to him or them at his or their last known address in Great Britain or Ireland (whether Eire or Northern Ireland). Any notice sent by registered post or recorded delivery shall be deemed to have been duly served at the expiration of forty eight hours after the time of posting. In proving service, it shall be sufficient to prove that the envelope containing the notice was duly addressed to the party concerned in accordance with this condition and left at or posted to the place to

which it is so addressed.

CLAUSE TWENTY FIRST

The Landlord will comply at the Landlord's cost with all statutory requirements and statutory guidance in relation to private rented properties in Scotland in force from time to time during the Term (including but not limited to statutory requirements and guidance in relation to (1) the detection and warning of fires, (2) the detection of carbon monoxide and provision of carbon monoxide alarms and (3) electrical installations and appliances).

CLAUSE TWENTY SECOND

The Landlord and the Tenant consent to the registration hereof for preservation and execution:

Registration

IN WITNESS WHEREOF these presents consisting of this and the preceding **[eleven]** pages are executed as follows: -

Executed by [] **(Landlord Name)** at []
(Place of Signing) on the [] day of [] **(month)**, [] **(year)**
as follows: -

Signed (landlord 1)

Signed (landlord 2 if applicable)

(Signed) Before this witness (WITNESS)

[FULL NAME OF WITNESS]

[FULL ADDRESS OF WITNESS]
.....
.....

Executed for and on behalf of **Falkirk Council** at **Falkirk** on the [] day of
[] **(month)**, [] **(year)** as follows: -

Signed

[FULL NAME]

[FULL JOB TITLE]

(Signed) Before this witness (WITNESS)

[FULL NAME OF WITNESS]

[FULL ADDRESS OF WITNESS] **THE FORUM, FALKIRK COUNCIL,
CALLENDAR BUSINESS PARK, FALKIRK, FK1 1XR**

SAMPLE