

Date:

20

Tenancy agreement between:

Timothy Taylor & Co LTD

- and -

[]

Property: []
Start date: [20]
Period: [] years
Starting rent: £ a week
Deposit: £

Gordons 



Solicitors
Leeds/Bradford
Ref: SCS/T1471/[]

This is a tenancy agreement, dated xx month 20xx, between:

- us, Timothy Taylor & Co LTD, whose registered office is at Knowle Spring Brewery, Keighley, West Yorkshire; and
- you, [] of [].

Part A – Meaning of words and phrases

The following words and phrases apply to this tenancy agreement.

1 Main terms

Start date xx month 20xx

The deposit £1,000

The property The <name> public house at <address>

The yearly rent From:

- the start date until xx month 20xx – £xxxxxx (£xxx a week);
- xx month 20xx to xx month 20xx – £xxxxxx (£xxx a week); and
- xx month 20xx to xx month 20xx – £xxxxxx (£xxx a week);

or any reviewed rent set because the buying obligations in part H no longer apply to you.

2 Other terms

Beer Any brand or type of draught beer, ale, porter, lager, cider, stout and all other malt liquors, including all those listed in our most recent price list and, if appropriate, the price list of any suppliers.

Bottled beer Any bottled beer, ale, porter, lager, cider, stout and all other malt liquors brewed by us.

Business The business, carried out at the property, of:

- selling alcoholic and non-alcoholic drinks and food which may be drunk or eaten on or off the property; and

- if appropriate and allowed by law, providing bed and breakfast accommodation.

Consent Any planning permission, building regulations approval or other consent you need to carry out any work at the property or to use it for a particular purpose.

Inventory A list, signed by you and us, of all fixtures, fittings, furniture, furnishings, equipment and other articles we have provided. Other items can be added to the inventory during the period of this tenancy agreement.

The licences The premises licence, any personal licence, and any other licences relating to the property or the business.

Liquor Beer, ale, porter, lager, stout, malt liquors, cider, perry, wine, spirits, liqueurs, cordials and mixers sold as part of the business.

Premises licence A premises licence, as set out in the Licensing Act 2003.

Part B – Reading this document

- 1 The headings of the clauses in this tenancy agreement are for guidance only and do not affect their meaning.
- 2 Any clause which restricts or prevents you from doing anything includes an obligation for you not to allow anyone else to do the same.
- 3 When we refer to any law, regulation, Act of Parliament and so on, it includes any changes made to them in the future.
- 4 If we have to do something, we may arrange for someone else to do it for us.

Part C – Background

- 1 We brew beer and other products and own a number of public houses, including the property, for selling our beer and other products.
- 2 We have agreed to let the property to you on condition that you:
 - run the business from the property in an efficient way;
 - will make sure that you trade in a lawful and orderly way and that you always have any licences you need in connection with the property and business;
 - will live at the property and personally run and manage the business; and
 - promote and use your best efforts to sell our products in the property and meet the buying obligations set out in part H (the buying obligations).
- 3 The buying obligations set out in part H are intended to keep to the laws of the European Community and England.
- 4 You agree that the rent is a reasonable rent that would be charged on the open market for a tenancy with the same terms as this tenancy agreement (particularly

the buying obligations), and that the rent is lower than it would be if the buying obligations were not in the tenancy agreement.

- 5 You agree that at the end of this tenancy agreement, you will help us transfer the premises licences and change the designated premises supervisor named on the premises licence.

Part D – The letting

- 1 We lease the property to you from the start date for a period of X years (the period), as long as you keep to this tenancy agreement.

Part E – What you must pay

- 1 Throughout the period of this tenancy agreement you must pay us the following.
 - The deposit
 - The yearly rent, in equal instalments every week
 - Any other amounts due under this tenancy agreement
 - Our cost of carrying out any work that you are responsible for under this tenancy agreement but have failed to carry out
 - The cost of all financial claims, demands and other expenses (including professional fees) we have to pay as a result of you not keeping to this tenancy agreement
 - Interest, at 4% a year above Barclays Bank plc's base lending rate, if you do not pay us any money due under this tenancy agreement by the date it is due, whether or not we have formally demanded it. (We work out the interest from the date payment was due, up to and including the date you pay.)
 - VAT due on any amounts you must pay under this tenancy agreement

Part F – Your obligations

Payments

- 1 You must pay the yearly rent in equal instalments. You must pay an instalment (the weekly rent) every Wednesday, for the week ahead, whether or not we formally ask for it. If we ask you to, you must pay the rent direct to our bank account by direct debit, standing order or credit transfer. You must make the first rent payment on the start date for the period from the start date to the following Tuesday.
- 2 You must pay the weekly rent every Wednesday throughout the period of this tenancy agreement. You must not make any deduction from the weekly rent or withhold (set off) any amount to cover amounts we owe you.
- 3 You must pay all rates, taxes, outgoing and bills (gas, water, electricity, phone) and any other amounts due for services relating to the property.

- 4 You must enter into all contracts with utility companies (gas, electricity, water and phone companies) and suppliers, except for the suppliers of items that you buy from us in your own name. You must end these contracts when you move out of the property, unless we ask you not to.

Looking after the property

- 5 You must keep the inside of the property, including all doors and glass, in good condition.
- 6 You must keep the gutters, downpipes, drains, toilets, urinals, windows, chimneys, flues and signs at the property clean and free from obstruction.
- 7 You must provide (and renew if necessary) the locks to the doors of the property, and you must keep any electrical, heating, plumbing and ventilation systems at the property in good condition.
- 8 You must:
- keep the property clean and tidy;
 - keep any outdoor areas free from weeds; and
 - trim any hedges and trees.
- 9 You must keep everything used in connection with food and drink on the property thoroughly clean.
- 10 You must take all reasonable precautions to prevent damage to the property by rain, wind, frost or any other cause.
- 11 You do not have to repair damage caused as a result of fire, storm, flood or explosion, or any other damage covered by the insurance we provide under this agreement, unless those repairs are needed because of damage resulting from your negligence or that of a member of your family or one of your employees.
- 12 When we ask you to, you must pay us the cost of repairing the yards, fences, walls, hedges, ditches and outbuildings of the property (if necessary).
- 13 You must paint and decorate the inside of the property as often as we reasonably require. The painting and decorating must be carried out to a satisfactory standard and in a colour scheme that we have confirmed is acceptable.
- 14 You must not alter the outside of the property.
- 15 Your obligations under this part F apply to all of the inside of the property, including the living accommodation (if any) and any cellar.
- 16 If, when this tenancy agreement ends, the property is not decorated to a satisfactory standard, you must decorate the inside of the property before you move out. If you do not do so, you must pay our costs of carrying out the work. Those costs will be based on a valuation made by our surveyor.
- 17 You must not:
- demolish or alter the property (inside or outside);
 - remove or alter any of our fixtures and fittings;
 - make any temporary additions to the property;

- allow any temporary structure, such as a market stall or temporary building, to be put on the property;
 - allow caravans to be parked on the property; or
 - change the character or use of any part of the property.
- 18 You must keep to all laws, regulations and licences relating to how you use the property or carry out the business, and make sure that you always have any licences or consent you need.
- 19 If we give you permission to make any alterations to the property, or to the electrical, drainage, plumbing or other service system, you must keep to all relevant laws and regulations and the work must be carried out by an experienced and qualified contractor that is approved by us.
- 20 You may make non-structural alterations or additions to the inside of the property if we give you our permission in writing. You must not make any other alterations to the property.
- 21 If we allow you to make alterations to the property, you must follow the reasonable instructions (if any) we give you and allow us to inspect the work.
- 22 You must not change the name of the property.
- 23 You must not allow the car park (if any) to be used for anything other than for parking your household's and your customers' cars, motorbikes and light commercial vehicles, or for deliveries to the property.

Allowing entry to the property

- 24 You must allow us, and all people authorised by us, to enter the property to:
- inspect every part of the property or any other property you use in connection with the business;
 - carry out any repair, painting or alteration of the property, as long as this does not interfere with your proper use of the property;
 - take samples of the food and drink at the property, paying you a reasonable amount for all samples;
 - inspect the papers, records, books, computer records and documents relating to liquor at the property;
 - repair or alter any premises attached to the property, as long as we make good any damage this causes to the property;
 - do anything that you have failed to do under clauses 5 or 13 in this part F;
 - meet any law or legal requirement that affects us; and
 - install equipment for providing drinks, and monitor that equipment.
- 25 You must allow the amusement-machine suppliers to move, repair, maintain and collect cash from the amusement machines.

- 26 You are not entitled to compensation if we exercise the rights set out in 24 and 25 above, but we will not interfere with the running of your business and will make good any damage we cause.
- 27 You must pay us, within 30 days, our costs of carrying out repairs or decorating under clauses 5 or 13 in this part F.
- 28 You must allow everyone authorised by us in writing, or their agents, to view the property at any reasonable time after giving you 48 hours' notice in writing.

Giving us notices

- 29 You must immediately send to us, by recorded delivery, details of any of the following.
- Any complaint made or warning given to you by any government or appropriate authority in connection with you running the business
 - Any summons issued against you in connection with your personal or premises licence or any other reason
 - Any notice you receive about people intending to oppose the renewal of your personal or premises licence
 - Any person being convicted of an offence committed at the property, anybody being arrested for committing an offence at the property, or anyone being served with a summons relating to an offence committed at the property
 - Any notice or complaint you receive from any local authority about the sanitary condition of the property or it being fit to live in or use
 - Any notice or order (or proposal for a notice or order) served under any law which relates to the property, or which directly or indirectly affects our interests
 - Any request to give an assurance or agreement relating to the property or any of the licences
 - Anyone getting, or attempting to get, any right over the property or any right which affects it
 - Any communication that affects us
- 30 You must deal with any matters listed in clause 29 above in the way we tell you to.
- 31 You must tell us straight away if your husband, wife or partner moves out of the property, or if your marriage breaks down.

Dealing with this tenancy agreement or the property

- 32 You must not sell, transfer, rent out, mortgage, give as security, part with or share the property or of any part it.
- 33 You must not give any person a right to your goods or possessions, or part with any of our fixtures or fittings without our permission in writing.

- 34 You acknowledge that you have not received, and will not at any time receive, directly or indirectly, any compensation or payment for the goodwill of the business.
- 35 You must not apply for planning permission without our permission in writing.

Signs and adverts

- 36 You must allow us to display on the property any advertisements and notices, including (in the last six months of the period of this tenancy agreement) boards announcing that the property is for sale or to let.
- 37 You must not show or display (or allow anyone else to show or display) on or in the property any placard, poster, notice or advertisement unless we have given you our permission in writing.

Your insurance obligations

- 38 You must immediately, and at your own expense, insure against the following under a suitable policy from an insurer we approve.
- The internal and external fixed glass (if any) at the property being broken
 - Loss of or damage to everything listed in the inventory
 - Liability to your employees and others on the property, including your liability for loss of or damage to customers' cars or other vehicles
 - Loss of or damage to stock
 - Loss of business if you cannot trade for a period, and loss of takings
 - You losing your licence
- 39 The insurance you take out must be in both your and our name, and be for any amount of cover we specify.
- 40 If we ask you to, you must show us the insurance certificates for the policies when you take them out and renew them.
- 41 If you receive any money from a claim under the insurance policies, you must spend that money for the purpose it was paid for. If the money you receive does not cover the cost of any repair, replacement or liability, you must make up the shortfall yourself.
- 42 If you do not take out or keep the insurance you need under clause 38 of this part F, we may take out the insurance on your behalf and recover the cost from you.
- 43 You must not bring any explosive or dangerous products, goods, or materials onto the property, and must not do (or allow) anything which may affect the cover provided by any insurance over the property.

Using the property and running the business

- 44 You must keep to the buying obligations set out in part H.
- 45 You must do everything reasonably possible to maintain and improve the level of trade at the property and to run the business to the standard, and in the way, a

reasonably competent person would. This includes keeping the property well-stocked and having enough competent staff.

- 46 You must keep the property open for trade throughout all hours allowed by law or during the hours we agree with you.
- 47 You must follow the instructions and guidance given in any manual we give you from time to time.
- 48 You must run the business yourself and not carry on any other business, or be employed in any other business or role, without our permission in writing.
- 49 While you are open for business, you must provide, at reasonable prices, food and non-alcoholic drinks ordered by customers from the bar or your menu.
- 50 You must not keep a slate at, or allow any savings club or syndicate or similar club or society to be formed at, the property, unless you have our permission in writing.
- 51 You must follow all our reasonable instructions on running the business.
- 52 If the property includes living accommodation, you must live in it and not allow anyone other than your family to live in it.
- 53 You can only use the property for the business and must not change the use of the property or use it for other purposes as well as running the business.
- 54 You must not give anyone any rights to the property, or allow anyone to gain any rights to the property.
- 55 You are responsible for all staff involved in the business and must make sure you keep to all laws, regulations, codes of conduct and practice relating to employing staff.
- 56 You must not use the property for political meetings or markets.
- 57 You must not use the property for any activities which are dangerous, offensive or illegal, or which may become a nuisance to or annoy us or any neighbours.

Licences

- 58 You must not, without our permission in writing, transfer or give up (or try to transfer or give up) any of the licences, or fail to renew them.
- 59 You must not do anything that might lead to you losing any of the licences or the relevant authorities refusing to renew or transfer them.
- 60 You must not, without our permission in writing, apply for a reduction in the times or days that the licences allow the property to be open for.
- 61 You must hold a personal licence, as set out in the Licensing Act 2003, at all times unless you are a company. In this case you must make sure that a suitably qualified and experienced person who is responsible for the business holds a personal licence.
- 62 You must tell us immediately if you lose your personal licence (or, if you are a company, the person responsible for the business loses their personal licence).

- 63 You must keep the property open for business during the hours allowed by the premises licence, unless we give you written permission to reduce the opening hours. We will not refuse to give our permission without good reason.
- 64 You must not agree to any assurance or restriction relating to the property or business (including its opening hours and prices), or any of the licences, without our permission in writing.
- 65 If we give our permission for you to agree to an assurance or restriction relating to the property or the business, you must keep to that assurance or restriction.
- 66 You must not do, or allow anyone else to do, anything which could lead to you being convicted of an offence under the Licensing Act 2003.
- 67 You must meet any relevant conditions in the licences relating to the property and business, and keep to any law or regulation relating to licensed premises.
- 68 You give us the authority to do everything necessary to renew, transfer or withdraw the licences and, for those purposes, to sign any document for and on your behalf and in your name. You cannot withdraw this authority. You also give authority for us, or a solicitor or agent acting on our behalf, to appear before any court or other authority to apply to renew, transfer or withdraw any of the licences. You also give us authority to appeal, in your name, against any refusal to renew, transfer or withdraw a licence, or against any order made in connection with the property.
- 69 We will keep hold of the premises licence.
- 70 If the designated premises supervisor changes, we will make the necessary changes and you must pay our costs of doing this.
- 71 If necessary, we will manage and vary the premises licence throughout the period of the tenancy agreement. We may charge you for this if you agree to pay the costs.

The inventory

- 72 You must at all times make sure that the items listed in the inventory are used for business purposes and that they are:
- suitable for your needs relating to running the business; and
 - kept in good condition, and repaired and replaced when necessary.
- 73 You must, at your own expense, provide enough dustbins for the property, as required by the local authority. Those dustbins must be of a material, type and size approved by the local authority, and you must pay any local authority charges for your rubbish to be collected.
- 74 You must not, without our permission in writing, enter into any agreement to hire or rent any equipment or item to use in the property, or for receiving services relating to the property. We will not refuse to give our permission unless we have good reason. If we give you permission to enter into an agreement, you must be able to end it within the period of the tenancy agreement if necessary.

Amusement machines

- 75 Amusement machines are any machines that we categorise as:

- amusement and skill-based machines (including those with prizes);
 - gaming machines;
 - video, audio or image reproduction or projection apparatus; and
 - quiz machines;
- available for the public to use.

- 76 You must pay VAT on all takings from amusement machines.
- 77 You must not install any amusement machines without our permission in writing. We will not refuse to give our permission without good reason.
- 78 We may ask you to move or stop using any amusement machine if we feel it is affecting the business in a negative way, and you must do as we ask.
- If we give you permission to have an amusement machine you must keep to all laws relating to those machines, and use machines supplied by our chosen supplier.
- 79 All takings from the amusement machines will be split as follows.
- Amusement machines with prizes – 50% to you, 50% to us
 - Skill with prizes machines – 60% to the supplier, 30% to you, 10% to us
- 80 If we agree to you having amusement machines, before you install them you must get any permit you need under the Gaming Act 1968 or Gambling Act 2005. You must keep to all laws relating to amusement machines.

Cost of this tenancy agreement

- 81 You must pay our legal costs of £450+VAT for us preparing this tenancy agreement and any stamp duty that is due to HM Revenue & Customs.

Part G – Our rights

- 1 We may enter the property for the purposes set out in clause 24 of part F.
- 2 We may use all rights of way and other rights and privileges through, over or against the property to get access to any neighbouring property of ours.
- 3 We may pass wastewater, sewerage, water, gas, electricity and other services through any drains, pipes, cables or likewise through the property to any neighbouring property of ours.
- 4 We may put up signs, hoardings, advertisements and notices on the outside of the property.
- 5 We may give other people rights over the property, as long as doing so does not affect your use of the property.

Part H – Buying obligations

- 1 You must only buy [Beers] [Bottled Beers] [and] [bottles of Timothy Taylor Landlord] to sell in the property from us or our chosen suppliers. You must not buy them from any other person or firm without our permission in writing. If we give our permission we may withdraw it at any time.
- 2 You must not sell, or bring onto the property to sell, any [Beer] [Bottled Beers] [bottles of Timothy Taylor Landlord] that is not supplied by us or our chosen supplier.
- 3 You must sell liquors in the same condition, strength, and quality as they are supplied.
- 4 You must dispense liquor as approved by us from time to time.
- 5 You must pay for all liquor and other goods supplied by us or our chosen suppliers, in line with our current terms of trading. If we ask you to, you must pay by direct debit every Wednesday by 12 noon. If you do not keep to this clause, we may insist that you pay us for goods with cash when you order them.
- 6 You must pay all amounts due to us, or on account, in line with the appropriate terms and conditions.
- 7 If any money you owe us or our chosen suppliers is overdue, you will have to pay interest at 4% over Barclays Bank plc's base rate for lending.
- 8 You must allow us, at reasonable times and after giving reasonable notice, to enter and inspect the property and to take samples of liquor.
- 9 Because the rent you pay is less than you would pay on the open market if the buying obligations did not apply to this tenancy agreement, we can increase your rent if:
 - we cannot enforce any of the conditions in this tenancy agreement relating to you buying [Beers] [Bottled Beers] [and] [bottles of Timothy Taylor Landlord] from us or our chosen suppliers; or
 - we decide that you do not need to buy any of the [Beers] [Bottled Beers] [and] [bottles of Timothy Taylor Landlord] from us or our chosen suppliers; or
 - we or our nominated suppliers cannot supply the [Beers] [Bottled Beers] [and] [bottles of Timothy Taylor Landlord].
- 10 If we are entitled to increase your rent, we will increase it in line with part M of this tenancy agreement.

Part I – Insurance

- 1 Throughout the period of this tenancy agreement we will keep the property insured against loss or damage by fire and any other risks we reasonably think necessary.
- 2 If the property is destroyed or damaged by fire or anything else beyond your control, and you can no longer trade, as long as you have not caused the damage and done anything to result in the damage not being covered by the insurance we will suspend the rent (or a fair percentage of it) until we have repaired the property so you can open it again.

- 3 If the property is damaged by fire or any other insured risk, and it is not fit to be lived in or used, you or we may end this tenancy agreement by giving the other at least one month's notice in writing. At the end of the notice period:
- if we served the notice, we may enter the property and take possession of it or any part of it; or
 - if you served the notice, you may leave the property.

You or we giving notice to end the tenancy agreement will not affect our rights to recover any amounts due to us up to the date that the notice period ends, or any amounts due as a result of you not keeping to this tenancy agreement.

Part J – Ending this tenancy agreement

- 1 We or anyone authorised by us can enter the property or any part of it, and this tenancy agreement will come to an end, if you:
- do not pay any amount you have to pay under this tenancy agreement within seven days of it becoming due;
 - break this tenancy agreement in a significant way;
 - become bankrupt, enter into an agreement with your creditors, any of your goods are seized in connection with any debt or you leave the country (other than for occasional holidays of not more than three weeks);
 - are convicted of any offence referred to in the Licensing Act 2003;
 - are disqualified from holding any of the licences;
 - close the premises, or stop trading, for more than 14 days without our permission in writing.

This clause does not affect any right we have to recover any amounts that you owe up to the date the tenancy agreement ends, or amounts due as a result of you not keeping to this tenancy agreement.

- 2 If the property stops being a licensed premises, this tenancy agreement will end and you must move out of the property.
- 3 If this tenancy agreement ends, you must, if we ask you to, take any action we specify for the purpose of getting a certificate under the Licensing Act 2003 (or any law replacing it) and for transferring the licence to us or somebody chosen by us.
- 4 Section 146 of the Law of Property Act 1925 applies to this tenancy agreement. This gives us the right to enter the property if you fail to keep to this tenancy agreement.

We can only use this right if we have given you notice to put the matter right and pay us compensation, and you have failed to do so. However, before we give you notice we can apply to the court for a receiver or a manager (or both) to be appointed to run the business or do things you have to do under this tenancy agreement.

- 5 When this tenancy agreement ends (for whatever reason), you must do the following.

- Leave the property (taking all members of your household and all personal belongings with you) and return the items listed in the inventory, in the state of repair required by this tenancy agreement.
- Transfer any licences to the person we specify, sign all relevant documents and attend any court or other appointment necessary for the transfer.
- Pay all suppliers up to the date the tenancy agreement ends and, if we ask you to, give us evidence of your payment.
- Keep to clauses 5 and 13 of part F, relating to repairing and decorating the property.
- Be responsible for and pay all amounts you owe to any of your employees or ex-employees in connection with their employment, and accept responsibility for any costs, compensation or damages those employees or ex-employees may claim from us or the new tenant under the Transfer of Undertakings (Protection of Employment) Regulations 1981 or any amendment of them.
- Cancel any entry that you have registered against the property at the Land Registry.
- Remove any alterations or additions that we ask you to remove.
- Sell us the stock of the business, at a cost based on a fair valuation. However, we do not have to take and pay for:
 - any other personal property of yours which you leave on the property at the end of the tenancy agreement;
 - stock you bought from suppliers we had not approved;
 - food; or
 - kitchen and electrical equipment that belongs to you, unless you got the equipment from a reputable supplier and you give us a receipt and either a warranty or satisfactory proof of the equipment recently being serviced by a reputable repairer.

When we buy stock from you, we can take off any money you owe us under clause 24 of part F for decorating or repairs, or any money you owe us or any other person under part E.

Part K – General conditions

- 1 We will at all times have a right to use any money you pay us (and it does not matter what for) as we think fit and you do not have any right to object to this.
- 2 If we have to give you notice, we will:
 - post it to you by recorded delivery; or
 - leave it at the property;
 even if you have died.
- 3 If you have to give us any notice, you must send it to our registered office by recorded delivery.

- 4 Nobody has the right to enforce any part of this tenancy agreement under the Contracts (Rights of Third Parties) Act 1999.
- 5 You and we may end or vary this tenancy agreement without needing permission from anyone else who has been given the right to enforce any of its clauses.
- 6 When this lease ends or you leave the property, you are not entitled to any compensation or payment for goodwill or for alterations you have carried out.
- 7 You agree that when entering into this tenancy agreement you have not relied on any statement, assurance or representation, made by us or on our behalf, other than those set out in this tenancy agreement.

Part L – Deposit

- 1 We can at any time use some or all of the deposit to cover any amounts you have failed to pay under this tenancy agreement and which are seven days or more overdue, or which you owe us as a result of you not keeping to this tenancy agreement.
- 2 We will keep the deposit as a guarantee for you keeping to this tenancy agreement.
- 3 The deposit will earn interest at a rate set by us.
- 4 When this tenancy agreement ends, the licences have been transferred to us or anybody chosen by us, and you have met all the relevant clauses of this tenancy agreement, we will pay you the deposit:
 - plus any interest it has earned (less tax) to the date of the payment; and
 - less any amounts you owe us.
- 5 If we take money from the deposit you must pay us an equal amount, if we ask you to, to make up the deposit.

Part M – Rent review

- 1 In this clause, 'the president' is the president of the Royal Institution of Chartered Surveyors or a person acting on his or her behalf, and 'the surveyor' is the independent valuer appointed under clause 7 of this part M.
- 2 If we are entitled to increase your rent, it will be increased to the open-market rent agreed or set in line with the clauses in this part M.
- 3 You and we may agree the open-market rent at any time before it is decided by the surveyor.
- 4 If the surveyor sets the open-market rent, it will be the amount that the surveyor decides is the best annual rent (not including VAT) that the property could reasonably be expected to be rented out for:
 - on the open market;
 - at the date we decide to increase your rent;
 - if the assumptions listed in clause 5 below apply; and
 - not taking account of the matters listed in clause 6 of this part M.
- 5 The assumptions the open-market rent will be based on are as follows.

- The whole property is available to be rented out on the open market by a willing landlord to a willing tenant.
 - The tenant would be able to move into the property immediately.
 - The tenant would not have to pay a fine or a premium (extra amount of rent).
 - The property is rented out for a term equal to the remaining period of the tenancy agreement.
 - The terms of the tenancy granted on the open market would be the same as in this tenancy agreement, except for the amount of the rent but including the right to review the rent.
 - The tenant has had the benefit of any rent-free period or concession which would be offered on the open market in connection with work to be carried out at the property.
 - The property is allowed to be used, and is fit to be used, for any purpose allowed under this tenancy agreement.
 - Both you and we have fully met the obligations in this tenancy agreement.
 - Any damage to the property, the access it, or the services serving it, has been fully repaired.
 - No work carried out at the property has reduced its rental value.
- 6 The matters which the surveyor will not take account of when setting the open-market rent are as follows.
- Any effect that you living in the property and running the business would have on the rent.
 - Any goodwill attached to the business.
 - Any effect that improvements you have made to the property, other than ones you have had to make under our instructions or to keep to any law, have on the rent.
 - Any effect that any obligation you have to return the property to the condition or design it was in before any alterations or improvements were carried out has on the rent.
 - Any legal restriction on rents or the right to recover them.
- 7 The surveyor will be an independent valuer who is a member or fellow of the Royal Institution of Chartered Surveyors. You and we may agree on a surveyor at any time before either of us asks the president to appoint one.
- 8 The surveyor will act only as an expert to decide the open-market rent and any issue involving the interpretation of any part of this tenancy agreement. The surveyor will give their decision in writing, and that decision will be final and binding (unless there has been a mistake or fraud).
- 9 The surveyor will decide who will pay all or part of his or her fees and expenses. If the surveyor does not specify who should pay, you and we will share the costs equally.

Part N – Not interfering

While you keep to this tenancy agreement, we will allow you to use and enjoy the property without us (or anyone acting for us) interfering.

Part O – Excluding the Landlord & Tenant Act 1954

- 1 On xx month 20xx we sent you a notice, as required under section 38A(3)(a) of the Landlord and Tenant Act 1954 (the 1954 Act), which applies to the tenancy that would be created by this tenancy agreement.
- 2 On xx month 20xx, you (or somebody authorised by you) made a statutory declaration in line with the requirements of section 38A(3)(b) of the 1954 Act.
- 3 You agree that the provisions of sections 24 to 28 of the 1954 Act do not apply to the tenancy created by this tenancy agreement. This mean that you are not entitled to a new lease or to stay at the property once the period has come to an end.
- 4 You agree and confirm that before you entered into this tenancy agreement you had not entered into an agreement to let out the property.

