

LEASE AGREEMENT

between

Isle of Jura Development Trust, a company
Registered in Scotland SC178331 of charitable
status, registered in Scotland SC027029 and
having its registered office at
The Service Point, Craighouse, Isle of Jura PA60 7XG
Hereinafter known as the **Landlord**

and

Hereinafter known as the **Tenant**

for

The Antlers, Craighouse, Isle of Jura,
PA60 7XS (hereinafter referred to as "**the Premises**")

from

1st March 2021 (hereinafter called "**the date of entry**")

terminating on

28th February 2022

1. In consideration of the due observance by the Landlord of the obligations on their part hereinafter specified, the Landlord hereby lets ALL and WHOLE of the property, known as The Antlers, Craighouse, Isle of Jura, PA60 7XS (“**the premises**”), including internal and external fixtures and fittings and contents as listed in **Schedule 1** and that for the period commencing on **1st March 2021** (hereinafter called “**the date of entry**”) and terminating on **28th February 2022** for a rent of £5,200. The rent to be payable quarterly in advance; the first payment of £1,300 being due on 1st March followed by three equal instalments of £1,300 on the 1st June, 1st September and 1st December. Rent may be paid by direct debit to the Landlord or by such other method by mutual agreement between the Landlord and Tenant. An interest rate of 4% above the Royal Bank of Scotland base rate will be payable on the rent from the date when it is due until the date when it is paid.

2. It is agreed that the premises shall be used by the Tenant for occupation primarily as a tea room/bistro, craft sales and gift shop area and for no other purpose whatsoever without the Landlord’s prior written consent. The Landlord reserves the right to keep an information display on the boards within the dining area.

3. The Landlord reserves the right to enter the premises to oversee and modify the information display. The Landlord will advise the Tenant when this will occur.

4. The tenant will undertake to open for business for at least a period 30 hours per week for 8 months of the year, from 1st March to 31st October. It is expected that the tenant will either open for reduced hours, or facilitate the use of the building by community groups or individuals during the months of November and December,

subject to discussion and agreement with all parties (see 5 below). The tenant is free to open outwith these times if they so desire.

5. Whilst the tenant is encouraged to look at innovative ways of using the building, including partnership working and sub letting, prior written consent from the Landlord must be obtained. Any attempt to sublet without the Landlord's consent shall be void and shall entitle the Landlord to terminate this lease.

6. The Landlord shall keep the premises wind and watertight. The Tenant accepts the premises as in good tenantable condition and repair and shall be responsible for all internal maintenance and repair including renewal and or replacement of the items entitled contents as listed in **Schedule 1** throughout the duration of the period of lease with the exception of those items identified as being the responsibility of the Landlord. Electrical equipment that has stopped working and is beyond repair shall be disposed of and replaced by the tenant at their own cost. The tenant shall then own this new equipment and Schedule 1 shall be amended to reflect this. No internal decoration shall be carried out by the Tenant unless it is approved by the Landlord in advance in writing and the costs thereof shall be borne entirely by the Tenant. The Tenant shall be responsible for the cost of replacing any glass in the premises which may be broken, for the cost of the repair of broken plaster on the walls of the premises caused by whatever means and for the repair or replacement of broken tiles on either the walls or floor.

The Tenant shall be obliged to notify the Landlord of any such material damage caused to the premises, however caused, within two days of its occurrence.

The Tenant shall be bound to leave the premises at the termination of the lease in at least as good and satisfactory state of condition and repair as at the commencement of the grant, fair wear and tear excepted.

7. The Tenant shall be responsible for maintenance of the grounds surrounding as detailed in **Schedule 2**. They shall not place, fix or exhibit any sign, advertising board, television aerial, satellite dish or similar attachment to any part of the premises or paint any part of the external walls without the Landlord's written consent.

8. The Tenant shall be responsible for the cost of electricity and fuel consumed in the premises and for the cost of all services as detailed in **Schedule 3** supplied to the premises. In the event of non payment of any charges in respect of the said services within fourteen days from the date on which the account or accounts are rendered to the Tenant, the Landlord will be entitled (at their option) to request the authorities concerned to disconnect immediately the service concerned and to make payment and recover said charges from the Tenant with interest thereon at the rate of four percent above the Bank of Scotland base rate. Notwithstanding such disconnection, the Tenant will remain liable for such charges and to pay reconnection costs or charges payable to the authorities concerned.

9. The Tenant shall free and relieve the Landlord of all telephone and other charges of whatsoever nature, and in respect of any services, connected with the premises which are held by the Tenant.

10. No alterations shall be carried out including removal of fixtures and fittings in or upon the premises without the Landlord's prior written consent.

11. The Tenant will indemnify the Landlord against all claims from liability to third parties attributable to their actions or omissions during their occupancy of the subjects let. The Tenant will supply evidence of insurance cover for the year within 14 days of the start of the tenancy. A copy of same will be retained by the Landlord.

12. The Landlord shall be responsible for insuring the premises and contents belonging to them, but the Tenant shall be wholly responsible for effecting insurance over any movables belonging to them together with public liability insurance. The Tenant will supply evidence of such insurance cover for the year within 14 days of the start of the tenancy. A copy of same will be retained by the Landlord.

13. The Tenant shall not do, permit or suffer to be done in or upon the premises anything that may be or become a nuisance or annoyance of any neighbouring subjects. In particular, but without prejudice to the foregoing generality, the Tenant shall not be allowed to keep pets of any description, birds, insects or any animals whatsoever on the premises.

14. The Tenant must at all times maintain the premises in a condition which meets or exceeds the Environmental Health laws and statutory requirements prevailing at the time. This to include any work required initially to meet these laws and statutory requirements. The Landlord may request documentary evidence that these conditions have been kept and copies will be retained on file by the Landlord

15. The Tenant is obliged not to leave the premises empty for longer than a period of 1 week without inspection. During the months where no trading takes place an inspection register will be completed by the Tenant or their appointed agent. A copy

of the inspection register will be provided to the landlord at the end of each month when no trading takes place. These copies will be retained on file by the Landlord.

16. The Landlord, or their agents, shall be entitled by themselves or with their employees or workmen to enter at all reasonable hours in the daytime upon the premises on giving 24 hours prior notice, to view the state and condition of the same. In the event of any defects which are attributable to the Tenant's occupation or use of the premises the Landlord may give due notice of such defects and within 2 weeks thereafter the Tenant shall make good such defects at their own expense.

17. The landlord, or their agents, shall be entitled either by themselves or their employees or workmen to enter the premises at all reasonable hours on giving 24 hours prior notice for the purpose of maintenance or repair of the building. It is the Tenant's responsibility to maintain the plumbing, electrical system or any other services as detailed in Schedule 3 in good order.

18. The Landlord, or their agents, shall be entitled to use electricity and water provided on the premises, at no charge from the tenant, to carry out maintenance or repairs to the building.

19. In the event of any breach by the Tenant of the terms hereof the Landlord shall be entitled at their option to terminate the lease by a notice in writing addressed to the Tenant, but such termination shall be without prejudice to the Landlord's rights to recover any loss or damage or to avail himself of any remedy in law available to him in respect of a breach of conditions of the lease.

20. At the expiry of the lease the Tenant shall be bound to remove from the premises any removable fixtures and fittings belonging to them, and make good any damage caused by such removal.

21. The Tenant shall be responsible for the payment of Argyll & Bute Council rates throughout the duration of this lease. The Tenant shall notify the appropriate department of Argyll & Bute Council dealing with the collection of rates of their occupation of the premises in accordance with the terms of this lease within one week of the date thereof and shall reimburse the Landlord for any rates levied on them in respect of the premises during any period of the Tenant's occupation.

22. Review and renewal of lease. The Landlord and Tenant will meet to discuss and review the lease in early January 2022, with the view to either terminating the lease or negotiating a new lease for 2022.

23. Inability to open for business due to Government restrictions. Should the business be unable to trade due to Government regulations put in place after the start of this lease, the landlord will review and renegotiate the terms with the tenant.

24. DEFAULT. The Tenant will be in default of this lease upon the occurrence of any one of the following events:

- Failure to pay any instalment of rent or any other amount hereunder on this date the same is due;
- Failure to perform or comply with any other agreement, term or condition of this lease;
- Abandonment of the premises;

- Any misrepresentation or omission of the Tenant or any guarantor made to the Landlord in connection with this Lease;
- Or assignment for the benefit of creditors by, appointment of a receiver for or any filing of a petition under any bankruptcy or debtor's relief law by or against the Landlord or any guarantor.

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Schedules

Schedule 1 – Internal and external fixtures and fittings and contents (to follow)

Schedule 2 – Tenants responsibilities

Schedule 3 – Services

Schedule 2

Tenants Responsibilities

2.1	The Tenant shall be responsible for clearing and disposing of any vegetation within one metre of the oil fired boiler.
2.2	The Tenant shall be responsible for clearing and disposing of any weeds or vegetation from pathways, access areas and margins of the building.
2.3	The Tenant shall be responsible for the disposal of rubbish, waste oil containers and other general waste and be responsible for keeping rubbish, waste oil containers and other general waste out of sight of the road whilst awaiting disposal or collection.
2.4	The Tenant shall be responsible for the cost of replacing any glass in the premises which may be broken.
2.5	The Tenant shall be responsible for the cost of the repair of broken plaster on the walls of the premises caused by whatever means.
2.6	The Tenant shall be responsible for the cost of the repair or replacement of broken tiles on either the walls or floor.
2.7	The Tenant shall be responsible for the cost of replacing bulbs in external light fittings.
2.8	The Tenant shall be responsible for the cost of replacing bulbs in internal light fittings.
2.9	The Tenant shall be responsible for ensuring the grass in front of the building is cut regularly.

Schedule 3

Services

Supply, Service, Maintenance or Repair	Responsibility
Building Insurance	Landlord
Business and liability Insurances	Tenant
Business Rates, Refuse Collection	Tenant
Calor Gas Supply	Tenant
Central Heating - Boiler and hot water tank service, repair or replace	Landlord
Central Heating - Kerosene tank feed to boiler service, repair or replace	Landlord
Central Heating - Kerosene tank inspection & service	Landlord
Central Heating - Pipes and radiators service, repair or replace	Landlord
Contents Insurance Schedule 1 (Landlord owned)	Landlord
Contents Insurance – Tenant owned	Tenant
Cooker service and/or repair	Tenant
Electricity Supply	Tenant
Extractor system – regular cleaning	Tenant
Extractor system service and/or repair/replace	Landlord
Fire safety equipment inspection and service and /or replace	Tenant
Food Standards	Tenant
Freezer service, maintenance, repair or replacement	Tenant
Fridge service, maintenance, repair or replacement	Tenant
Gas safety check	Tenant
Heating Kerosene	Tenant
Hot Cupboard	Tenant
Supply, Service, Maintenance or Repair	Responsibility

Hot/Cold water pipes service, maintenance, repair or replacement	Landlord
Interior & Exterior light bulb replacement	Tenant
Interior & Exterior Light fittings repair or replacement	Landlord
Microwave	Tenant
Pest Control	Tenant
Portable Appliance Testing (PAT)	Tenant
Sanitary fixtures & fittings repair or replacement	Landlord
Taps	Landlord
Telephones & telephone lines	Tenant
Till	Tenant
Water and sewerage charges	Tenant

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