

**RENTAL TERMS (MARCH 2018)**

**OFFICE ACCOMMODATION AT HOLMSGARTH FERRY TERMINAL, LERWICK**

- Subjects:** Office accommodation at Holmsgarth Ferry Terminal, Lerwick, extending to a total floor area of 85.5m<sup>2</sup>, or thereby.
- Date of entry:** To be agreed (Immediate entry available).
- Lease term:** Negotiable. Cost of legal fees for preparation of any formal Lease required to be borne by tenant. A less formal 'exchange of letters' basis of occupancy is available if preferred.
- Assignment or sub-lease:** Only possible with Landlord's prior written consent.
- Annual Rental:** £10,557.00 per annum exclusive of VAT, invoiced quarterly in advance.
- Rent Reviews:** 3-yearly in line with any upwards movement in Retail Price Index Inflation.
- Permitted use:** Subjects only to be used as offices in connection with Tenant's business activities and for no other use without the Landlord's prior written consent.
- Local Authority non-domestic rates:** Tenant's responsibility.
- Electricity:** Recharged quarterly to tenant via a sub-metered supply.
- Heating:** Heating provided via common District Heating Supply within Terminal Building. Consumption costs included within annual rent quoted above.
- Water charges/ wastewater charges:** Water and sewerage charges included within annual rent quoted above.
- Telephones:** Tenant's responsibility, including installation costs.
- Planning approval and any other necessary consents:** Tenant's responsibility to obtain and comply with any necessary consents relating to their use/occupancy of the subjects.
- Fixtures and fittings:** The office is provided with painted walls, carpet and sink unit. These are accepted on an "as seen" basis. No furniture is included.



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**Maintenance:** Tenant responsible for all internal maintenance of the office including decoration, service connections, electrical fittings and renewal of landlord's fittings when required. Tenant also responsible for moving parts of all windows, doors and shutters serving the office. The Landlord will keep the exterior and common-user parts of the Terminal Building maintained.

**Insurance:** Buildings Cover: - Landlord insures the building for the usual perils.  
Contents Cover: - Tenant to insure their own contents and equipment.  
Public Liability Cover: - Tenant should insure for all liabilities arising from their occupancy of the premises, providing Lerwick Port Authority with an indemnity should there be loss or damage to Port Authority property.  
Landlord's Public Liability cover provides indemnity cover for any legal liability to loss or damage to third party property and personal injury to any person not being an employee of Lerwick Port Authority.

**Risk Assessments and  
any other necessary  
consents:**

Tenant responsible for carrying out any Risk Assessments required, including but not restricted to, a Fire Risk Assessment (for Employers with five or more employees) required under The Fire (Scotland) Act 2005. If applicable, copy of the completed Fire Risk Assessment to be provided to the Landlord immediately following date of entry.

Failure to conduct and provide any necessary Risk Assessments required will result in the Landlord undertaking these and recovering the cost of such assessments from the tenant with an additional administration charge.

**Cleaning:** Tenant responsible for cleaning own office. Common-user areas of the terminal are cleaned by the Landlord's contractor.

**Toilets:** Staff toilets are cleaned and maintained by the Landlord's contractor and are available to all terminal building staff.

**Car parking:** Limited staff parking (shared with others) is available in the designated area adjacent to the Terminal Building. Staff parking in the short-stay car park and under the car port is strictly prohibited. Staff parking is also permitted in the car park located immediately south of the Tugmaster Garage Building. Visitor parking may be restricted during busy ferry arrival/departure times.



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**Security:** Tenant responsible for security of the office and jointly responsible with other tenants for security of the building. There is a dedicated staff entrance to the building which is security alarmed.

**Notice Period:** Three months' notice required by either party to terminate occupancy.

***Providing the above information is not intended to form a contract or part of a contract between Lerwick Port Authority and your company. A contract is only legally binding on completion of formal missives between our respective legal agents.***



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