

## **APPLICATION FORM TO LEASE COMMERCIAL PROPERTY**

### **MAKING AN OFFER**

In order for us to consider any offer made for taking a letting of a commercial property please return the completed application form attached together with:

1. One proof of address for any nominated person proposed as tenant of the lease : e.g. a bank/credit card statement, utilities or Council Tax bill;
2. **YOU SHOULD NOTE THAT** a current credit check report will be obtained by the council from Experian, Equifax or other credit reference agency for any nominated persons.

*If you are considering taking a lease in the name of a limited company, we will need to see all of the above for at least one of the director(s) who will stand as a guarantor in addition to:*

1. A Credit report rating for the company

**PLEASE ENSURE THE ABOVE INFORMATION IS GATHERED AND POSTED IN ONE PACK MARKED FOR MY ATTENTION. DO NOT INDIVIDUALLY SEND IN SEPARATE PIECES OF INFORMATION. ALTERNATIVELY, YOU CAN EMAIL DOCUMENTS TO ME.**

Please send to:

Facilities Manager  
Ryedale District Council  
Ryedale House  
Malton  
North Yorkshire  
YO17 7HH

### **UNDER OFFER**

In order to place the property as under offer to you (if your offer is accepted), we will require a payment towards our costs of £600 inclusive of VAT.

**1. DETAILS OF YOUR OFFER**

Address of Premises:

Rental Offered:

(per annum, exclusive of business rates, service charge, other outgoings)

Please note VAT may be payable on both rent and service charge.

Proposed Use:

Length of Lease requested: 1 Year Rolling

Offeror's Name/Company Name:

**2. YOUR DETAILS**

Full Name:

Date of Birth:

Home Address:

(Please provide a photocopy of either a utility bill/bank statement or driving licence as proof of address)

**Contact Numbers**

Home:

Business:

Mobile:

E-Mail:

If you are proposing to take the lease in a Company Name, please supply the following:

Company Name:

Registration Number:

Registered Address:

Name and address of a person a willing to act as guarantor under the lease (a satisfactory credit reference will be required)

Name:

Date of Birth:

Home Address:

### **3. SOLICITOR'S DETAILS**

If you intend to instruct a solicitor, please provide details

Name of firm:

Address:

Phone:

E-mail:

## **Making an Application to Take a Tenancy**

Offers are invited on a Without Prejudice and Subject to Contract basis.

You can make an application online or a copy of the form can be sent to you by e-mail or in the post if required.

Completed printed forms should be sent to the Facilities Manager

The form should be sent by e-mail with all relevant attachments, or in an envelope clearly marked in the top left hand corner with the words 'Property' and the address of the property you are applying for.

The rents quoted are guide rents based on estimated market rent and you should make whatever rental offer figure that you feel your business can support at this location.

We will consider a number of factors in the decision making process to include the analysis of rent offered, any rent free period requested, and other lease terms proposed.

The Council is under no obligation to accept any offer. If an offer is accepted, the premises will only be taken off the market on payment of a non-returnable deposit towards legal and surveyors fees of £600 (inclusive of VAT).

## **Lease Terms**

For the majority of the properties, the Council offers a commercial lease on standard terms and conditions, which include the following:

**Term:** For a minimum of 1 year and thereafter year to year.

**Review:** Rent reviews at the end of each 3<sup>rd</sup> year in an upward direction only.

**Repairs:** The tenant to be responsible for all repairs, decoration and maintenance of service, to the interior of the premises.

**Service Charge:** The tenant to contribution a fair proportion towards the costs of repair and maintenance of the building of which the property forms part and the provision of services where appropriate.

**Alienation:** The lease may not be assigned or sublet.

**Insurance:** The Council insures the building against damage by various risks with the premium recoverable from the tenant.

**Business Rates:** The tenant to pay the business rates in respect of the property.

**Utilities:** The tenant will be responsible for the payment of all utility bills and for maintaining the services in accordance with current regulations.

**Fees:** The tenant will be responsible for surveyors and legal fees in connection with the letting process and preparation of the lease.

A payment of £600 inclusive of VAT towards these costs is required before the property is confirmed as being Under Offer to you. The fee is non refundable unless there is unreasonable delay or fault on the Council's part.

**Rent in Advance:** 3 month's rent in advance is payable on completion of the lease.

## **TOWN AND COUNTRY PLANNING**

We act separately as Landlord and as Planning Authority. Planning matters are dealt with by our Planning Department. If you have any queries concerning either the individual property's lawful use or indeed what use class your own business would fall under, you are advised to make your own enquiries.

## **MISREPRESENTATION ACT 1967, AND PROPERTY MISDESCRIPTION ACT, 1991**

Ryedale District Council gives notice that:

1. The particulars do not contribute any part of an offer or a contract
2. All statements contained in these particulars as to this property are made without responsibility on the part of the Ryedale District Council
3. All descriptions, dimensions, and other particulars are given in good faith and are believed to be correct, but any intending tenants should not rely on them as statements or representations of facts and must satisfy themselves by inspection or otherwise as to the correctness of each of them.
4. No person in employment of the Ryedale District Council has any authority to make or give representation or warrant whatever in relation to these properties.