



# Business Incubator Kirkcaldy Mitchelston Industrial Estate KY1 3NA



#### **BUSINESS INCUBATOR KIRKCALDY**

Business Incubator Kirkcaldy is situated within Mitchelston Industrial Estate on the outskirts of Kirkcaldy, with easy access to A92 providing links to both Edinburgh and Dundee.

Business Incubator Kirkcaldy offers high quality business accommodation in a managed Centre. There are units ranging in size from 15sgm (165sgft) to 51sqm (551sqft). All units are finished to a high standard and benefit from gas fired radiator systems, perimeter trunking and quality floor coverings.

#### **Facilities for the Centre include:**

- Reception facilities
- Security alarm system
- 24 hour access (fob system)
- Intercom system
- Meeting room facilities
- Communal kitchen & toilet facilities
- Lift
- Car parking

#### **ENERGY PERFORMANCE RATING**

Energy Performance rating B

#### LEASE TERMS OVERVIEW

An overview of standard lease terms are as attached.

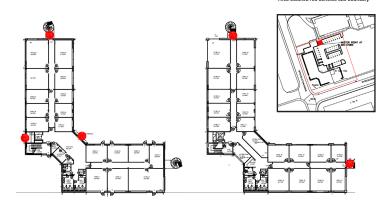
#### **FURTHER INFORMATION**

The rental is all inclusive including all Service Charges for communal area and Heating & Power to both communal areas and offices and a stepped rental is available for the 1st year of occupancy.

To obtain details on availability and rental terms for Business Incubator Kirkcaldy, please contact the Business Property Team:



#fifemeansbusiness



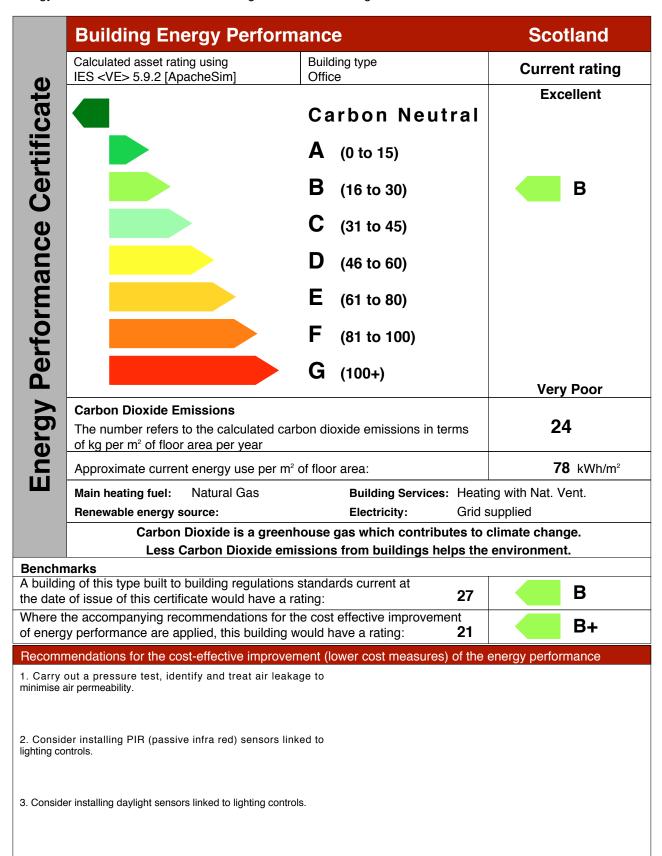
FIRST FLOOR





Fife Council give notice that: (i) the particulars are set out as a general outline only for the guidance of intended purchasers or lessees and do not constitute, nor constitute part of, an offer or contract; (ii) all descriptions, dimensions, reference to condition and necessary permissions for use and occupation, and other details are given without responsibility and any intending purchasers or tenants should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise of the correctness of each item.

Invest Fife is an investment initiative supported by Fife Council and works in partnership with Scottish Enterprise and Scottish Development International.



**Address:** Unit 4, Business Incubator, Mitchelston Industrial Estate, Kirkcaldy,

Conditioned area (m<sup>2</sup>): 19.880

Name of protocol organisation: CIBSE Certification Ltd, [007347]

**Date of issue of certificate:** 24 Sep 2009 (Valid for a period not exceeding 10 years) This certificate is a requirement of EU Directive 2002/91/EC on the energy performance of buildings.

NB THIS CERTIFICATE MUST BE AFFIXED TO THE BUILDING AND NOT REMOVED UNLESS REPLACED WITH AN UPDATED VERSION AND FOR PUBLIC BUILDINGS DISPLAYED IN A PROMINENT PLACE



# Business Incubator Kirkcaldy

## A guide to lease obligations

#### 1. INTRODUCTION

A lease is a binding contract defining responsibilities and obligations on both tenant and landlord. In order to be legally competent, the lease must employ formal language which can be complex and difficult to understand.

This guide explains the principal lease obligations in plain terms but is not intended as a substitute to the lease which will always prevail in any issue or dispute.

### 2. LANDLORD

#### Insurance

The landlord will insure the basic fabric of the property and will recover an appropriate premium from the tenant through the all inclusive rental.

The Council's insurance policy covers standard risks such as fire, storm and flood, but does not cover vandalism or damage through attempted theft

#### Repairs

The landlord will maintain the internal & external structure of the property and shared areas within the estate boundary and associated costs included within all inclusive rental. Unless damaged by the tenant or other occupiers, this will include:

- roofing
- · external walls
- gutters and downpipes
- car parking and servicing areas
- boundary fencing
- landscaping
- communal lighting (internal / external)
- communal alarm systems
- automated door system
- intercom system

The landlord will also maintain and service **Gas** heating installations (in compliance with the Gas Safety (Installation and Use) Regulations 1998)

#### Legislation

The landlord will comply with Legislation, Regulations and Codes of Practice, in relation to all communal areas, pertaining to;

Asbestos (an annual asbestos register will be provided by the landlord)

- Fire Risk Assessment
- Risk Assessment
- Legionella Management (a water log book will be held within the building)

#### Rent

The landlord is entitled to receive rent. Should the tenant fail to pay rent, the landlord's ultimate remedy is to terminate the lease.

#### 3. TENANT

#### Insurance

The tenant is obliged to maintain suitable insurance for all contents placed in the property. Tenant's insurance should also cover doors, windows and glass.

The tenant is required to maintain Public Liability Insurance and indemnify the landlord against all claims for loss, damage and injury, including death.

#### Repairs

The tenant will maintain, replace and renew the interior of the lease unit / office, including all floor surfaces and coverings, internal walls and supports, the internal surfaces of exterior walls, ceilings, light fixtures and fittings, heating fixtures and fittings, telecommunications fixtures and fittings and doors and associated ironmongery and window ironmongery and all glass in good and substantial repair.

A tenant may use any equipment or installation left by a previous occupier but this will be at their own risk and no warranty is offered by the landlord.

#### Rent

Rent is payable by Direct Debit. It is the tenant's responsibility to ensure that rent is paid on time.

#### Rates

The tenant is liable for paying Rates to the Local Authority.

The tenant is also responsible for all water, drainage and sewerage charges.

#### **Utilities**

Electricity, and telecoms charges are payable direct to the tenant's contracted supplier. (Unless otherwise stated within the lease)

#### Use

Use of the property is exclusive to the tenant and the lease must not be transferred or another business allowed to operate from the premises.

#### **Alterations**

Alterations, additions, modifications or enhancements to any part of the property is prohibited without landlord's prior consent

#### Legislation

The tenant must comply with all relevant Legislation, Regulations and Codes of Practice, pertaining to their leased office / unit, covering points such as (where applicable):

- Bacterial infection (e.g. Legionella)
- Heath & Safety
- Fire Risk Assessment
- Asbestos