IE-PRIse07

Business lease: suite of offices

Date of lease: [Date]

The Landlord: [Name]

The Tenant: [Name]

Lease of: [property address]

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The Landlord is: [name]

Of [address]

The Tenant is: [name]

Of [address]

The Guarantor is: [name]

Of [address]

Start date of lease: [date]

End date of lease: [date]

1. Definitions

In this lease the following words shall have the meanings shown unless it is clear from

"the Act" means the Landlord and Tenant Acts, 1967 ■ ■ ■

1994

"Building" means the whole of the building of which the Premises

.

"Common Parts" means those parts of the Building and surrounding area,

as are used in common with others, for example: gates, signs, roads, parking areas, paths, ••••, •••, •••, •••

"Conduit" means any medium through which a service is supplied

"Hazardous" has the meaning defined in the European Community

hazardous waste Directive 2008/98 / • • • • , • • • • •

"Insurance Rent" means the premium, net of any commission, paid by the

............

"Landlord"	includes the person or persons from time to time entitled to possession of the
"Lease Period"	means the total of the Term plus any extension or renewal, during which
"Plan"	means all of the plans of the Premises attached to this
"Planning Act"	means the Planning and Development Act 2000 and all other acts
"Premises"	means the suite of offices at [full address and post code] the boundaries and ••••••.
"Rent"	means € [48,000] payable without any deduction, in advance, by [twelve equal monthly instalments of €4,000, on the first day of each month / ■ ■ ■ [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
"Rent Review Date"	means every [third] anniversary of the start date of the lease. A reference to the Rent
OR	
"Rent Review Date"	means [date].
"Security Deposit"	means the sum paid by the Tenant to the Landlord as a deposit against any breach
"Services"	means the services supplied by the Landlord to maintain the Premises and the remainder of the Building. A list of Services
"Sign"	means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the

"Use Allowed"		means a term of [number] years • • • [• • • • / • • • •]	
		means: [use as professional offices] or any other use to which the Landlord consents (and the Landlord is not entitled • • • • • • • • • • • • • • • • • • •	
Inte	rpretation		
In this	s lease the follow	ving matters apply unless ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
2.1.	Whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
2.2.	A reference to a place or location at the Premises is a reference to ■ ■		
2.3.	-	by any party not to do or omit to do something is ude an obligation not to allow or permit ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
2.4.	[Except where from this ■ ■ ■	stated otherwise,] any obligation of any person arising	
2.5.		a party include references to a person to whom those gations are transferred or pass as a result of a ■ ■ ■ ■ ,	
2.6.	The headings t	o the paragraphs of this lease ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
2.7.	The schedules	to this lease are part of the lease and	
2.8.	•	s mentioned in this lease are calculated net of VAT,	

The si	ignatory to this lease, for himself and for •••••, •••• [he / the Tenant] has all necessary authority •••••
Tena	ant's warranties for authority
3.3.	Conditions, warranties or other terms implied by statute or common law are excluded from this
	term not forming part
3.2.	Each party acknowledges that, in entering into this lease, he does not rely on any representation, warranty, information or document or other
3.1.	This lease contains the entire agreement between the parties and supersedes all
Enti	re agreement
2.10.	this lease implies that the *** *** *** **** **** **** *** **** **** **** **** ****
2.13.	Nothing in this lease or in any consent granted by the Landlord under
2.12.	It is certified that there is no agreement for lease
2.11.	A reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that
2.10.	A reference to "the last year of the Term" or to the "end of the Term" is a reference to
2.9.	A reference to a right of the Landlord to have access to the Premises is to be construed as extending to any head landlord or mortgagee
	2.11. 2.12. 2.13. Enti 3.1. 3.2. Tena The s •:

	4.3.	no person, nor governmental authority, has any right or claim which could prevent the Tenant at any
5.	Lan	dlord's warranties
	The L	andlord warrants that:
	5.1.	there is no dispute with any party •••••••;
	5.2.	the Premises are supplied with main services of water, ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	5.3.	there is no order by any governmental authority which could prevent or
	5.4.	he is aware of no contractual obligation or legal right which could .
6.	The	lease
	6.1.	By this lease the Landlord lets and the Tenant takes the Premises for
		the Term at the Rent and subject
	6.2.	•
	6.2.	There is included in this lease such rights of way over and use of, the Common Parts as are reasonably necessary for the proper use and
		There is included in this lease such rights of way over and use of, the Common Parts as are reasonably necessary for the proper use and enjoyment of the Premises. This grant is subject to a

he has no reason to doubt [his ability / the ability of the Tenant] to pay

4.2.

6.6.	-	t so far as provided in this lease, the Landlord warrants that he tinterfere with Tenant's peaceful use • • • • • • • • • • • • • • • • • • •	
Res	ponsi	bility for others	
7.1.	The Tenant accepts that he is liable to the Landlord for compliance with all the provisions of this lease and for any breach by any person whether		
7.2.	A promise by the Tenant not to do something also implies that the Tenant will not Tenant will not		
7.3.	If the Tenant asks the Landlord for consent to some action or activity by any person, and the Landlord agrees, the Tenant remains entirely liable for compliance		
Ren	Rent and other payments		
8.1.	The Te	enant shall pay the Landlord:	
	8.1.1	the Rent;	
	8.1.2	the Insurance Rent;	
	8.1.3	the Service Charge;	
	8.1.4	a fair proportion (decided by a surveyor nominated by the Landlord) of the cost of repairing maintaining and cleaning party walls, party structures, yards, gardens,	
		******;	
8.2.		ch of the above payments, an appropriate apportionment shall de for the period from now until ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
8.3.	The Te	enant shall also pay to the Landlord all costs, including	

8.3.1	any works to the Premises which the Landlord undertakes as ■	
8.3.2	dealing with any application by the Tenant for consent or approval,	
8.3.3	preparing and serving a notice of a breach of the Tenant's obligations, even if forfeiture • • • • • • • • • • • • • • • • • • •	
8.3.4	preparing and serving a schedule of dilapidations either during the Lease Period • • • • • • • • • • • • • • • • • • •	
•	ents to the Landlord shall be made by [direct debit / Internet / onic transfer / other] to the bank account of the Landlord, details	
	ite the above provisions, the e e e e e e e e e e e e e e e e e e	
Further Payments		
Γenant a	agrees = = = = = = = = = = = = = = = , = = = = = = = = = = :	
•	iodic rates and other taxes, relating to the Premises, including ■	
	arges for services at the Premises to be paid promptly to ■ ■ ■ ■	
	- ;	
the co	st of the grant, renewal or continuation of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	8.3.2 8.3.3 8.3.4 Payme electro [Despi I all per all cha	

10. Interest

11.

dema ■ ■ ■	e payments to the Landlord referred to in this lease are payable on nd and if any payment is more than [seven] • • • • • • • • • • • • • • • • • • •
Con	dition and repair
In rela	ation to
11.1.	use the Premises only for the Use Allowed;
11.2.	maintain the state and condition of the
	;
11.3.	employ only
11.4.	decorate the inside [and the outside] of the Premises in every [third] year of the Term and in the last three • • • • • • • • • • • • • (
11.5.	[at least once in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.6.	[keep any plate or safety glass in the Premises insured for \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
11 7	prevent damage to the Premises

11.8. maintain and keep clean the ■ ■ ■ ■ ■

11.9.	keep the •••••;	
11.10.	clean, maintain and keep free from blockages • • • • • • • • • • • • • • • • • • •	
Tons	ant's positive obligations	
I GII	ant a positive obligations	
The T	enant agrees and undertakes that he will:	
12.1.	give the Landlord a copy of	
12.2.	provide a written notice to the *** *** *** *** **** **** **** **** **** **** **** **** *** **	
12.3.	immediately notify the Landlord of any encroachment on the Premises	
12.4.	assist the Landlord as far as reasonably possible, and	
12.5.	keep the	
12.6.	comply with the terms of every law regulating	
12.7.	comply with all laws	
Restrictions on Tenant		
The T	enant = = = = = = = = = = = = = = = = = = :	
13.1.	make any alteration to the Premises;	

13.2.	in any circumstance do anything which might cause the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	;
13.3.	sleep overnight on the
13.4.	apply for planning permission relating to the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	;
13.5.	make any
13.6.	store or leave goods or detritus on
13.7.	fix to the Premises any pole • • • • • • • • • • • • • • • • • • •
13.8.	pour into any pipe or drain any trade waste or
13.9.	bring onto the Premises
13.10.	remove or change \blacksquare
13.11.	remove from the ••••••••••••••••••••••••••••••••••••
13.12.	obstruct any window on the Premises;
13.13.	cause any nuisance
13.14.	bring, keep or allow any animals to be
	;
13.15.	play or use in the Premises any musical instrument, audio or ■ ■ ■ ■

	1	cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than ••••••••••••••••••••••••••••••••••••
	13.17.	do anything which might ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		change any burglar = = = = = = = = = = = = = = = = = = =
	I	change or install any locks and other
	13.20.	use the Premises for any activity which is dangerous, offensive, noxious,
		• • .
14.	Asbe	estos and environmental obligations
14.	The pro	estos and environmental obligations Divisions in this
14.	The pro	ovisions in this
14.	The pro	Despite any other provisions in this lease, the Tenant shall bear no responsibility (whether directly or via the obligation to pay any other sums under this Lease) or liability
14.	The pro ■ ■ ■ ■ 14.1.	Despite any other provisions in this lease, the Tenant shall bear no responsibility (whether directly or via the obligation to pay any other sums under this Lease) or liability

■ ■ : 14.3.1 if asbestos is discovered as a result of investigation by t Tenant or building work commissioned by the ■ ■ ■ ■ ,	
·	
	• • • •
	••••
14.3.2 if asbestos is discovered in circumstances unconnected work or investigation	
14.3.3 in any circumstance when the Landlord has an obligation respect	
•••••	••••
14.3.4 the Landlord shall in no circumstances be responsible for damage caused to)r ■ ■ ■ ■
15. Signs and advertisements	
15.1. Before the Tenant may place any Sign on or near to the Premise must	
.,,	■■■,
15.2. The Landlord is under no obligation	
15.3. The Landlord may approve any Sign subject ■ ■ ■ ■ ■ ■ ■ ■ ■	

14.3. Despite the foregoing provisions of this paragraph and all \blacksquare \blacksquare \blacksquare \blacksquare

15.4.	The Tenant accepts full liability for and indemnifies the Landlord
Goo	ds and vehicles
The T	enant agrees that he will not:
16.1.	park any vehicle except • • • • • • • • • • • • • • • • • • •
OR	
16.2.	park more than [number] cars • • • • • • • • • • • • • • • • • • •
	;
16.3.	load or unload • • • • • • • • • • • • • • • • • • •
16.4.	park any commercial • • • • • • • • • • • • • • • • • • •
16.5.	permit any vehicle belonging to him or any visitor to him, ■ ■ ■ ■ ■
16.6.	move goods into or
Defa	ault notice by Landlord
17.1.	If the Tenant is in default of any provision of this ■ ■ ■ ■ ■ ■ ■ ■ ■
17.2.	If the Tenant fails to remedy the default within seven ■ ■ ■ ■ ■ ■ ■ ■ ■
	•••••

18. Assignment of the lease

18.1.	Except	as specified in this lease,
18.2.	The Te	nant may not assign
18.3.	••••	nant may assign or transfer his interest
18.4.		ndlord may not
18.5.		be a good reason for withholding consent that the financial of the proposed
		,
18.6.	It is a g	ood reason (among other good reasons)
	18.6.1	the proposed transferee is less likely to be able • • • • • • • • • • • • • • • • • • •
	18.6.2	the Tenant owes money to the Landlord;
	18.6.3	there is no satisfactory guarantor of ••••••••••••••••••••••••••••••••••
18.7.	In givin	g consent, = = = = = = = = = = = = = = = = = = =
	18.7.1	the assignee shall not

		18.7.2 the assignment shall impose an *** ***
		18.7.3 the assignee shall enter into direct
	18.8.	Within four weeks after the Premises are assigned (or ■ ■ ■), ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
19.	Ten	ant indemnifies Landlord
	The T	enant agrees to = = = = = = = = = = = = = = = = = = =
	19.1.	any act, omission or negligence
	19.2.	any breach by •••••••••••••••••••••••••••••••••••
	19.3.	any act, omission or negligence of the Tenant which
20.	The	Security Deposit
	The p	arties acknowledge that
	OR	
	20.1.	The Landlord confirms that he has ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	20.2.	The Landlord may use the Security Deposit

20.3.	If the ■	:
	20.3.1	he will tell • • • • • • • • • • • • • • • • • •
	20.3.2	the rights or
	20.3.3	the sum used is repayable to the Landlord • • • • • • • • • • • • • • • • • • •
Insu	rance	•
21.1.	occurrir malicio	d Risks" means the risks of loss or damage by any naturally ng event, fire, explosion, riot, terrorism, civil commotion, us damage,
),
	••••	
	••••	.,
21.2.		shall cease to be treated • • • • • • • • • • • • • • • • • • •
21.3.		ndlord will keep the Premises insured with reputable insurers to
21.4.		age is caused to the Premises by an Insured Risk, the Landlord
21.5.	Once a	year, if the Tenant asks,

	21.6.	Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy, then if
	21.7.	If, within one year from the date of the damage, either party is of the , , , , , , , , , , , , , , , , , ,
	21.8.	If either party • • • • • • • • • • • • • • • • • • •
		21.8.1 the lease ends on expiry of the notice;
		21.8.2 the insurance money belongs to the Landlord;
		21.8.3 the Landlord's obligation to make good damage ceases;
		21.8.4 all other provisions shall apply as • • • • • • • • • • • • • • • • • •
22.	Acc	ess for Landlord
		enant is to give the Landlord, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
	22.1.	to inspect the condition • • • • • • • • • • • • • • • • • • •
	22.2.	to do works • • • • • • • • • • • • • • • • • • •
	22.3.	to comply with any statutory obligation;
	22.4.	at any time during the last six months of the •••••••••••••••••••••••••••••••••••

22.5.	to show the interior and
22.6.	to value the Premises;
22.7.	to inspect, clean or repair neighbouring
Condi	tions for access for the Landlord are:
22.8.	the Landlord must • • • • • • • • • • • • • • • • • • •
22.9.	each visit must • • • • • • • • • • • • • • • • • • •
22.10	the Landlord must promptly make good
Gua	rantor
The G	Suarantor agrees:
23.1.	that his obligations are made to the Landlord for ■ ■ ■ ■ ■ ■ ■ ■ ■
23.2.	that his • • • • • • • • • • • • • • • • • ;
	that his = = = = = = = = = = = = = ;
	that his = = = = = = = = = = = = = ;
23.3.	that his ••••••; that any variation to the terms of •••••••••• to indemnify the Landlord against all losses incurred as a result of any failure by the Tenant to comply with ••••••••••••••••••••••••••••••••••••
23.3.	that his •••••; that any variation to the terms of •••••• to indemnify the Landlord against all losses incurred as a result of any failure by the Tenant to comply with •••••• , ••••••••••••••••••••••••••••
23.4.	that his

		••••••
	23.7.	the Guarantor shall be liable for all expense relating to •••••••••••••••••••••••••••••••••••
24.	Prov	vision for premature termination
	24.1.	Despite all other provisions of this lease, the Tenant may terminate this
		•••.
	24.2.	If the Tenant so terminates this lease,
	24.3.	Payments made to the Landlord
25.	Forf	eiture
	25.1.	The Landlord may • • • • • • • • • • • • • • • • • • •
		25.1.1 any Rent or payment treated as •••••••••••••••••••••••••••••••••••
		25.1.2 the Tenant or the Guarantor is in
		25.1.3 the Tenant or the Guarantor, if an individual (

23.6. to use his best endeavours to •••••••••••••••••••••••

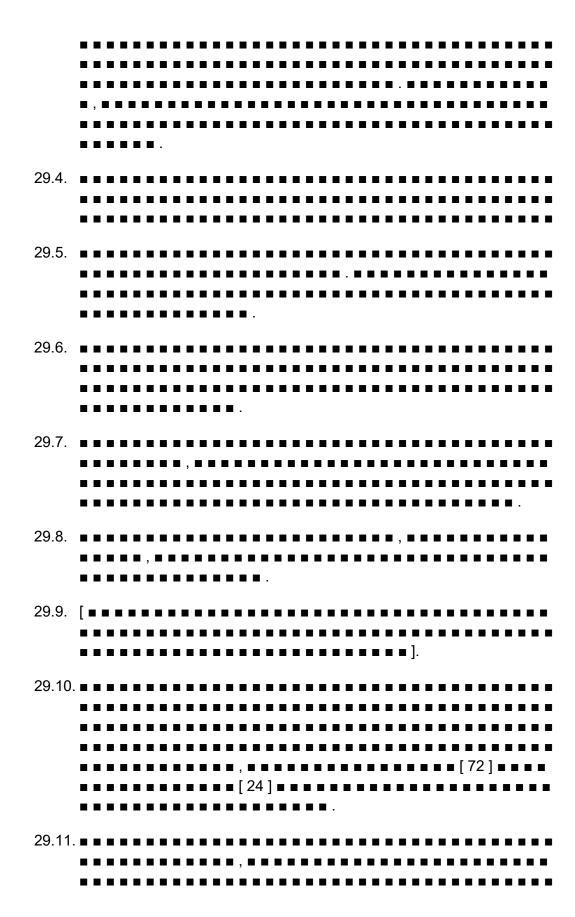
		25.1.4 the Tenant or the Guarantor, if a company, ••••••••••••••••••••••••••••••••••••
		25.1.5 the Tenant enters • • • • • • • • • • • • • • • • • • •
		25.1.6 the Tenant has any distress or execution levied on •••••••••••••••••••••••••••••••••••
	25.2.	The forfeiture of this lease
26.	Ren	t review
	26.1.	The Rent shall
	26.2.	Six months before the Rent Review Date, the Landlord and the Tenant (
	26.3.	The Landlord may increase ••••• [20] % ••••
	OR	
	26.4.	The Landlord may increase the Rent by a proportion The Landlord may increase the Re
	26.5.	In any event, the Rent increase • • • • • • • • • • • • • • • • • • •
	OR	
	26.6.	From the Rent Review Date, the

0	R
U	

26.7.	From th	ne Rent Review Date, the
26.8.		arket rent is the rent which a willing tenant would pay for the es on the open market,
	••••	
		■■ :
	26.8.1	the willing tenant takes account of any likelihood that he would be
	26.8.2	the Premises are vacant;
	26.8.3	the Premises can immediately be used;
	26.8.4	the Premises are in the condition required ■ ■ ■ ■ ■ ■ ■ ■ ■
		;
	26.8.5	the Tenant has done nothing to the Premises to
		•••••
	26 8 6	no payment or allowance
	20.0.0	
26.9.		andlord and the Tenant agree the amount of ■ ■ ■ ■ ■ ■ ■ ■ ■
		,
26.10		nant is to continue to pay Rent at ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
26.11	. Starting	g on that rent day, the ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■

	26.12	On that	rent day, the Tenant is also to pay
27.	Fail	ure to	agree reviewed rent
			and the Tenant fail to agree • • • • • • • • • • • • • • • • • •
	27.1.		party may request the president for (" = = = ") = = = = .
	27.2.	The exp	pert = = = = = = = = = = = = = = = = = = .
	27.3.	••••	rties shall share the fees and expenses of
	27.4.		omes apparent that the expert shall not have produced a report
	27.5.		tructions to the expert
28.	At tl	he end	l of the lease
	28.1.	When the	his lease ends the Tenant must:
		28.1.1	return the Premises to the Landlord leaving
		28.1.2	give up • • • • • • • • • • • • • • • • • •
		28.1.3	(if the Landlord so requires) remove anything

	28.2.	The obligations of the Tenant to return the Premises to the Landlord in the state and condition in •••••••••••••••••••••••••••••••••
	28.3.	So far as the Premises or any fixture or fitting within them is of artistic or historic merit, the level of re-
	28.4.	The Landlord will return the Security Deposit to the Tenant after deduction of any money due to the Landlord within [14 days] ■ ■ ■ ■
		•.
	28.5.	The Tenant may not use the Security Deposit as •••••••••••••••••••••••••••••••••••
29	Othe	er matters
20.		
	29.1.	
	29.2.	
	29.3.	•••••



•••	
-	
	· ·
	alf of the named parties by their representatives who personally proper authorisation by their respective employer or principal to ment.
	,
[Name]:	
:	
Witness:	signature:
Name:	
Address:	
	,
[Name]:	
:	
Witness:	signature:
Name:	
Address:	
• • • • • • • • • • • • • • • • • • • •	

Witness:	signature:
Name:	
Address:	

Schedule 1: the Service Charge and Services

1. Definitions

•••••						I = 1		- 1			•	• •				
"Accountant"		::	••	••			• •		•	•	= 1			•	•	
"Accounts"										•	-	- 1	-	-	•	
"Common Parts"	 , ,	 ,			, .		 		•	- : - :	• • • , •	•	•	■	•	-
"Fair Proportion"		::	•••	•••						•					, •	
"Financial Year"	•••															
"Other Let Premises"	 • • •		••				• •	•	• •	•	= 1		-	•		•
"Plant"	,	■ ,						•	•	•		•	■ , ■ ■	-	-	
"Service Charge"	 			• •				- 1	•		•	- 1				

"Surveyor"		
	•	
"Total Cost of		
Services"	,	
	, ,	
	••••••	
"Unlet Space"		
	,	

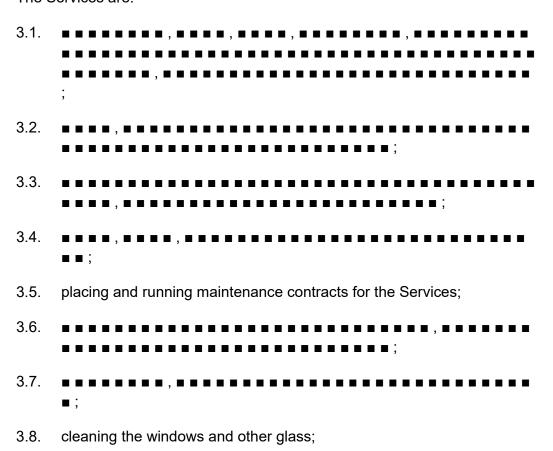
2. The amount payable



2.3.			-	 -					-								 I =		
				 			 •	•	• •							- 1	I =		
				 			 •	•	•				 -			- 1	 I =		
	-																		
0.4																			
2.4.																			
	, ■ ■																		
				■ .															
2.5				 			 	_		_	 	_	 		_	_	 	_	_
2.0.																			
		'		 		_	 _			_	 _		 _	-	_	_ '	 -	_	_

3. The Services which constitute the charge

The Services are:

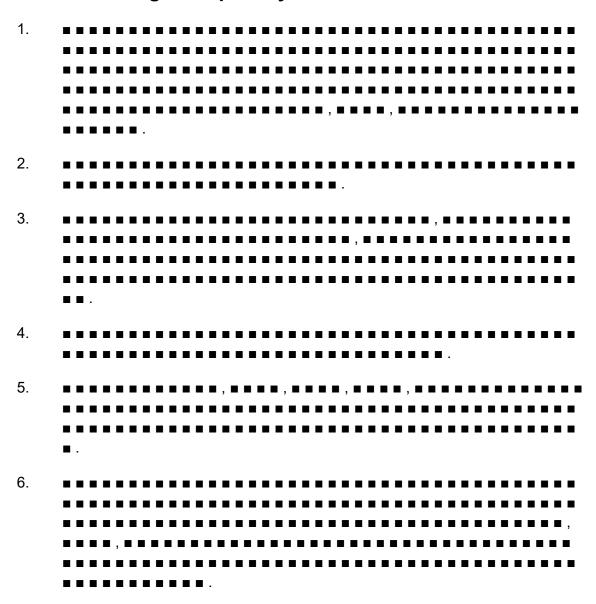


	3.9.	
	3.10.	
	3.11.];
	3.12.	
	3.13.	
	3.14.	
4.	Ser cha	vices and payments excluded from the Service rge
	4.1.	;
	4.2.	
	4.3.	;
	4.4.	;

	4.5.		• • •		• • •			••		•		•	•	 •	- 1	-	- 1	-	•
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	4.6.														•	• •		•	•
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5.	Ser	vice	cha	arae	ac	coı	unt	S											
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	5.2.		• • •																
		••			■ .														
	5.3.	••			• • •														
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	5.4.								 					 	_				_
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	<i>-</i> -																		
	5.7.		• • •																
			■ ■ .																

5.8.

Schedule 2: rights expressly reserved



Schedule 3: (Draft) Security Deposit agreement					
		[]:			
The L	andlord:	[name]			
Of		[address]			
The T	enant:	[name]			
Of		[address]			
Backo	ground:				
A.					
B.					
It is n	ow agreed as follo	ows:			
1.	Definitions				
		:			
	"Call Down"				
	"Client Account"				
	"Default"				
	"Deposit"				

					:														
	"Leas	e"					••	••	•		••	• •		• •	•	• •			•
	"Refe	ree"			• • •		•••	•••	•		•	•		•	•	•		• •	••
	"Sum	Claimed	j "	•••	• • •		•••	::	• •		• •	•••		• • • •	• •	• •		••	
2.	Inte	rpreta	tion																
	2.1.								• •	•••		• • • .		•		•			
	2.2.			•••	••				••	•••	1 m 1	• •	•••	•	••	 	•	• •	•••
3.	The	Refer	ee																
	3.1.							-		•••		• •	•••	•	•••	• • •	• •	• •	•••
	3.2.								••	••	I = 1	• •	••	•		-		• •	
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		3.2.2								-	•			•		•	= 1		

		3.2.3									
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		3.2.4	[===							,	
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	3.3.			, ■ ■ ■		■ ■ , ■					
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	4.2.			_]	
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											_
	4.4.										
	⊣. ⊣.										

5. Calling down the Deposit

5.1.1									
5.1.1			 	 	 				
5.1.1 5.1.2 5.1.3 5.1.4 5.2. 5.3. [14] 5.4. 14 5.5. 5.6.	5.1.								
5.1.2			•						
5.1.3		5.1.1							•••
5.1.3 5.1.4 5.2. 5.3. 5.4. 14 5.5. 5.6.		5.1.2			 ■,■■	•••	■■■,		•••
5.1.4			•						
5.2		5.1.3			 	• • • •		■ ■ ■ ,	
 5.2. 5.3. 5.4. 14 5.5. 5.6. 		5.1.4							
5.3.					,				
 5.3. [14]	5.2.		 	 	 				
 5.4. 5.5. 5.6. 			 	 					
 5.4. 5.5. 5.6. 	5.3.								
5.5.					 	-, -			
5.5	5.4.								
5.5									
5.5.5.6.			 	 	 				
5.6.									
	5.5.						-		
	5.6.		 	 	 				
					 	•••		• • • •	



6. Topping up the Deposit



Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement.

For, and on behalf of Landlord

print name

For, and on behalf of Tenant

print name

Explanatory notes:

Business lease: suite of offices

General notes:

1. Background law

The law governing the rights of landlords and tenants primarily arises out of the 1980 Act and the 1994 Act. By reference, the 1980 Act also draws on previous legislation, in particular the Landlord and Tenant Act, 1931. Equal Status Act, 2000 acts as an important safeguard against discrimination based on gender,

Other legal issues that might come up from time to time include tax i.e. Capital Gains Tax, This document has been drawn for leases under five years and it is also called short term lease. If landlord renews the tenancy after the expiry of short term, then the lease will be automatically qualified as long term lease. In the case of leases that are created for less than five years, there is no automatic right of renewal at the end of the term and a common lease for say four years and nine months, ensures that the landlord can take vacant possession at the end of the term. Although there is clearly What to delete This document has been drawn for general use. It is easier for you to delete what you do not want than to add what you do want. So, we have given you scope and choices. We suggest that if you are not sure of the effect ■ ■ ■ ■ __________ However, you will see that there are also some fundamental choices to be made which could involve major deletion. An example is whether to use a Security Deposit agreement or some simpler provision Agreement for lease The procedure using an agreement for lease in a separate document is now rare. (The tax advantage disappeared long ago). It is most simply to prepare the real lease document, sign and date it **Signing** Legal draftsmen have always provided for signature at the end of the document. However, it is always easy to change a page fraudulently. Today, best practice for an important document is to sign were shown and for ■ ■ ■ What to give your tenant When you have edited this document, you will send it to your proposed tenant. He may reasonably ask you to give him ■ ■ ■ ■ ■ ■ ■ ■

2.

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	5.1.	Evidence that you own the freehold. It would be usual to show a					
	5.2.	Planning consents, refusals and correspondence.					
	5.3.	Last accounts for service charges. If you use a service company, then add accounts of the					
	5.4.	If the property is charged to a lender, you will have to show a copy of the lender's consent to the transaction in the form of a letter setting out the main points of the lease, or a copy of the agreed version, signed ■					
	5.5.	(Maybe) a share certificate for a share in the service company- but only if this method of ••••••••)					
6.	What	to take up on completion					
	When	you meet to complete, you should expect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■					
	6.1.	The counterpart lease: that is to say the copy signed by the tenant. (He					
	6.2.	Any capital money paid to you as a premium ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ = = ;					
	6.3.	The rent, apportioned to the next ■ ■ ■ ■ ■ ■ ;					
Para	agra	ph specific notes					
Notes	referal	ple to specific numbered paragraphs					
1.	Defini	tions					
	We believe it is bad drafting practice to randomly capitalise words which are not defined terms. For example, in this document, the word "lease" is not a defined term. However, in the						

Conduit is an ancient word for a pipe. In law it has a wider meaning, to include pipes, wires and anything which carries • • • • • • • • • • • • •

Hazardous: has a special meaning. Briefly, it describes many substances which could cause harm in many ways, from

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................

Insurance Rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term.
Lease Period: see note on guarantor.
Plan: we cannot over emphasise the importance of a full specification of the subject matter of the lease. If it is complicated you could put it in a schedule. The best way is a description which refers to plans. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a
A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the premises are in excellent condition, the landlord will benefit most from photographs. If the premises are in poor condition, then it is the tenant who
Security Deposit: whether you decide to take a security deposit or not is for your choice. Once decided, you have the option of using the formal agreement or simply placing the deposit
Term: How many years for the lease? We have provided in this lease for any period of less than five years. If you go five years or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Use Allowed: When a rent review comes up, the landlord will claim rent based on the open market value for the "Use Allowed". The question of user is of course more important in longer leases where the use is much more likely to change over time. It is a mistake for the landlord to fix the use paragraph narrowly - perhaps with the thought that if the landlord needs to change the ■

The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market.

Clearly, that market rent will be highest when the property can be used for many uses and lowest, when the use is restricted to a single, low value use. A landlord should therefore think
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of them
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal.
Tenant's warranties for authority
This paragraph prevents a tenant from saying later that he was not aware of some circumstance detrimental to the landlord or which may cause a breach of the lease. It is more important when
The term also binds the signatory. It would be a very careless ■ ■ ■ ■ ■ ■
•••••
Landlord's warranties
It is common for a landlord to give no warranty other than for "quiet enjoyment", which we have placed elsewhere so as to make it easy for you to delete this paragraph entirely if you choose
The lease
This paragraph covers a reservation of general rights. In addition, we have provided for a schedule of rights. The reason is: first, you may wish to use a schedule for the avoidance of doubt and second,

3.

4.

5.

	It is usual for only the cost of insurance to be treated as rent (and usually referred to as " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	This paragraph also contains the usual landlord's warranty for " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
7.	Responsibility for others
	These points are usually lost among a long list of other matters. We have separated it so as to be more prominent
8.	Post and other payments
о.	Rent and other payments This paragraph contains detailed commercial terms.
	Rent: is generally calculated in €s per square foot or €s per square metre, but the calculation rarely appears in the lease. The ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
	Important: the last sub-paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and
9.	Further payments
	We have no comment.
10.	Interest
	This provision crystalises the landlord's entitlement when otherwise ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
11.	Condition and repair

The level to which repairs and maintenance must be maintained is usually to be as it is on the date of the lease. In other words,
This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of all the deficiencies in the building. It should
••.
Generally, you should make sure this paragraph ties in with ••••••••••••••••••••••••••••••••••••
Decoration: the specification for redecoration and the frequency are a matter for negotiation. Many landlords are not too concerned about the quality of the interior decoration, provided it is done really thoroughly in the last year, so that they do not have the expense of undertaking the work before • • • • • • • • • • • • • • • • • • •
Note that the tenant must insure any plate glass. This usually refers to shop front glass. However, any modern
Tenant's positive obligations Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical remedy is damages.
It is important to a landlord that the tenant takes • • • • • • • • • • • • • • • • • • •
Here is a long menu
It is important to prevent anyone sleeping habitually on the , , , , , , , , , , , , ,

14.	Asbestos and environmental obligations
	Here we cover an area which rarely arises but which could be extraordinarily expensive if it did. It may be difficult to insure against unknown environmental problems. The
	If the tenant wants to change your building in any way, asbestos may be uncovered and the statutory provisions
	?
	It is usual (and fair) for the landlord to pay for any hazardous substance treatment or removal ••••••••••••••••••••••••••••••••••••
15.	Signs and advertisements
	Traditionally drawn leases fail to cover the many possibilities for visual impact. We take the view that a landlord is entitled to know about, and approve what his tenant wishes to show.
	If a sign affects the use or enjoyment of adjacent or neighbouring premises of the landlord,
	Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is

16. Default notice by Landlord

For a multi-let property, the landlord will no doubt **•••••**

17.	Goods	and v	ehic	عما

19.

20.

Land around a building is often forgotten in lease provisions. Consider what is the land use and state of it. It is important to the landlord to maintain the amenity of
Assignment of the lease
When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent.
If you consider our proposed draft to be too favourable to a tenant that is because this ••••••••••••••••••••••••••••••••••••
Tenant indemnifies Landlord
Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However
The Security Deposit
If you decide on a security deposit, we give
Insurance
A current issue with insurance
The landlord should be sure that he

Essential, but the tenant
■■.
Guarantor
The words have been chosen very carefully for an area
Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal
In order to remove the obligation of the,
The last sub paragraph refers to the position
Provision for premature termination
Otherwise known as a "break clause", that is a provision for the tenant to give notice, at some particular point in time, to terminate the lease • • • • • • • • • • • • • • • • • • •

22. Access for Landlord

23.

Forfeiture
These provisions are usual.
Rent review
The usual period for a short lease
We provide for four clear alternatives:
• the rent is = = = = = = = = = = = = = = = = = =
• the rent = = = = = = = = = = = = = = = = = = =
• the rent = = = = = = = = = = = = = = = = = = =
• the ••••••••••••••••••••••••••••••••••
The purpose of a rent review is to bring the rent into line with rents
Many older leases provide for "upwards only" review. When rents are falling, this prejudices a tenant. However,

27.	We have provided a \blacksquare
	A simple procedure for resolving disputes. We have made this provision because it is likely to be acceptable to all parties,
	The provision for the person appointed to act as expert and not as arbitrator is
28.	At the end of the lease
	These provisions simply tie up loose ends.
	If the tenant has fitted out the premises for ••••••/••••/
29.	Other matters
	Apart from the
	A provision for mediation has been included in place of the more usual , , , , , , , , , , , , , , , , , , ,
Sche	dule 1 The Service Charge
	Service charges are probably the area providing most frequent litigation. The tenant fears

Anothe ■■■■	er reason for distrust is that the landlord sets
The wa	ay out of this bind is to think through every aspect of service provision
Our pro	ovision is drawn for an office situation.
	aw requires = = = = = = = = = = = = = = = = = = =
Schedule 2 R	Rights reserved
	ved rights are rights which the landlord is keeping back from the grant ones. It is usually unnecessary to specify them ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Security Deposit agreement ve provided
••••	t appropriate to involve the referee as a

= /·	■	
■).		

End of notes