IE-PRlse08

Car park lease agreement

Date of lease:	[Date]
The Landlord:	[Name]
The Tenant:	[Name]
Lease of:	[property address]

Contents

1. Definitions
2. Interpretation
3. Entire agreement
4. Tenant’s warranties for authority
5. Landlord's warranties
6. The lease
7. Responsibility for others
8. Rent and other payments
9. Further payments
10. Interest
11. Condition and repair
12. Tenant’s positive obligations
13. Restrictions on Tenant
14. Asbestos and environmental obligations
15. Signs and advertisements
16. Default notice by Landlord
17. Assignment of the lease
18. Tenant indemnifies Landlord
19. The Security Deposit
20. Insurance
21. Access for Landlord
22. Guarantor
23. Provision for premature termination
24. Forfeiture
25. Rent review
26. Failure to agree reviewed rent
27. At the end of the lease
28. Other matters

Schedule 1: Rights reserved
Schedule 2: Draft security deposit agreement

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 ■ ■ ■

■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

"Plan"	means the plan[s] attached to this lease which identify the Land [■ ■ ■ ■ ■ ■ ■ ■ / ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■].
"Planning Act"	means the Planning and Development Act 2000 and all other acts ■ .
"Plant"	means the whole of the barriers and other installations (if any) on and attached to the Land, including machine parts which could be removed and including any buildings now ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

■ ■ ■

2.10. A reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that ■ ■ ■

5. Landlord's warranties

The Landlord warrants that:

5.1. there is no ■■■

7. Responsibility for others

7.1. The Tenant accepts that he is liable to the Landlord for compliance with [redacted] .

7.2. A promise by the Tenant not to [redacted] .

7.3. If the Tenant asks the Landlord for consent to some action or activity by [redacted] .

8. Rent and other payments

8.1. The Tenant shall pay the Landlord:

8.1.1 the Rent;

8.1.2 the Insurance Rent;

8.1.3 a fair proportion (decided by a surveyor nominated by the Landlord) of [redacted] ;

8.2. For each of the above payments, an appropriate [redacted] .

8.3. The Tenant shall also pay [redacted] :

8.3.1 any works on the [redacted] ;

8.3.2 dealing with any application by [redacted] ;

© Andrew Taylor and Net Lawman Ltd

8.3.3 preparing and serving a notice of a [redacted];

8.3.4 preparing and serving a schedule [redacted];

8.4. Payments to the Landlord shall be made by [direct debit / Internet / [redacted] / [redacted]] [redacted].

8.5. [Despite the above provisions, the [redacted] [[redacted]] [redacted] [[redacted] / [redacted]]].

9. Further Payments

The Tenant agrees [redacted]:

9.1. all periodic rates and other taxes, relating to the Land, including [redacted] ([redacted]), [redacted];

9.2. all charges for services [redacted];

9.3. the cost of the grant, renewal or continuation of [redacted];

10. Interest

All the payments to the Landlord referred to in this lease are payable on demand and if any payment is more than [seven] [redacted], [redacted], [redacted] [8 % [redacted]]. [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted] , [redacted] .

11. Condition and repair

In relation to [redacted] :

11.1. use the Land only for the Use Allowed;

11.2. maintain the state and condition of the Land [redacted] , [redacted] ;

11.3. [conduct its business in [redacted]];

11.4. clean, maintain and keep free [redacted] , [redacted] , [redacted] , [redacted] .

12. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

12.1. give the Landlord a copy of [redacted] ;

12.2. provide a written notice to the [redacted] / [redacted] .

12.3. immediately notify the Landlord of any encroachment on the Land [redacted] .

12.4. assist the Landlord as far as reasonably possible, and [redacted] , [redacted] .

12.5. comply with the terms of every law regulating [redacted] , [redacted] , [redacted] .

© Andrew Taylor and Net Lawman Ltd

12.6. comply with all laws ■ ■ ■

13.12. cease carrying on business in the Land or leave the Land continuously unoccupied for more than 1 month [redacted] [redacted]].

13.13. change or install any locks and other [redacted] ;

13.14. use the Land for any activity which is dangerous, offensive, noxious, [redacted] , [redacted] .

14. Asbestos and environmental obligations

The provisions in this [redacted] .

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 [redacted] , [redacted] , [redacted] ([redacted]) [redacted] .

14.2. The Tenant shall indemnify the Landlord against any obligation [redacted] .

14.3. Despite the foregoing provisions of this paragraph and all [redacted] , [redacted] , [redacted] :

14.3.1 if asbestos is discovered as a result of investigation by the Tenant or building work commissioned by the [redacted] , [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted] ;

14.3.2 if asbestos is discovered in circumstances unconnected to work or investigation [redacted] ;

14.3.3 in any circumstance when the Landlord has an obligation in respect [redacted] ;

14.3.4 the Landlord shall in no circumstances be responsible for damage caused to [redacted] .

15. Signs and advertisements

15.1. Before the Tenant may place any Sign on or near to the Land, he must [redacted] .

15.2. The Landlord is under no obligation [redacted] .

15.3. The Landlord may approve any Sign subject [redacted] .

15.4. The Tenant accepts full liability for and indemnifies the Landlord [redacted] .

© Andrew Taylor and Net Lawman Ltd

16. Default notice by Landlord

16.1. If the Tenant is in default of any provision of this [redacted], [redacted].

16.2. If the Tenant fails to remedy the default within seven [redacted], [redacted].

17. Assignment of the lease

17.1. Except as specified in this lease, the [redacted], [redacted].

17.2. The Tenant may not assign [redacted].

17.3. The Tenant may assign or transfer his interest [redacted], [redacted].

17.4. The Landlord may not [redacted].

17.5. It shall be a good reason for withholding consent that the financial status of the proposed [redacted], [redacted].

17.6. It is a good reason (among other good reasons) [redacted]:

17.6.1 the proposed transferee is less likely to be able [redacted] / [redacted];

© Andrew Taylor and Net Lawman Ltd

17.6.2 the Tenant owes money to the Landlord;

17.6.3 there is no satisfactory guarantor of [redacted] ([redacted]) [redacted] .

17.7. In giving consent, [redacted] :

17.7.1 the assignee shall not [redacted] .

17.7.2 the assignment shall impose an [redacted] ;

17.7.3 the assignee shall enter into direct [redacted] .

17.8. Within four weeks after the Land is assigned (or [redacted]), [redacted] € 100 .

18. Tenant indemnifies Landlord

The Tenant agrees to [redacted] :

18.1. any act, omission or negligence [redacted] , [redacted] ;

18.2. any breach by [redacted] ;

18.3. any act, omission or negligence of the Tenant which [redacted] .

© Andrew Taylor and Net Lawman Ltd

19. The Security Deposit

The parties acknowledge that ■ ■ ■

[redacted], [redacted], [redacted] [redacted].

20.4. If damage is caused to the Land by an Insured Risk, the Landlord will [redacted] ([redacted]).

20.5. Once a year, if the Tenant asks, [redacted].

20.6. Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy, then if [redacted], [redacted], [redacted], [redacted].

21. Access for Landlord

The Tenant is to give the Landlord, [redacted], [redacted]:

21.1. to inspect the condition [redacted], [redacted];

21.2. to do works [redacted];

21.3. to comply with any statutory obligation;

21.4. at any time during the last six months of the [redacted], [redacted] "[redacted]" [redacted] "[redacted]" [redacted];

21.5. to show the Land [redacted];

21.6. to value the Land;

21.7. to inspect, clean or repair neighbouring [redacted], [redacted], [redacted], [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

Conditions for access for the Landlord are:

21.8. the Landlord must [redacted];

21.9. each visit must [redacted];

21.10. the Landlord must promptly make good [redacted].

22. Guarantor

The Guarantor agrees:

22.1. that his obligations are made to the Landlord for [redacted];

22.2. that his [redacted];

22.3. that any variation to the terms of [redacted];

22.4. to indemnify the Landlord against all losses incurred as a result of any failure by the Tenant to comply with [redacted], [redacted]. [redacted], [redacted], [redacted];

22.5. to make payment under this indemnity to the Landlord [redacted] [28] [redacted];

22.6. to use his best endeavours to [redacted];

22.7. the Guarantor shall be liable for all expense relating to [redacted].

© Andrew Taylor and Net Lawman Ltd

23. Provision for premature termination

23.1. Despite all other provisions of this lease, the Tenant may terminate this ■■■■ [■■■■■■■■■] ■■■■■■■■■

24.2. [redacted].

25. Rent review

25.1. [redacted].

25.2. [redacted], [redacted] ([redacted]), [redacted]. [redacted].

25.3. [redacted] [20] % [redacted].

OR

25.4. [redacted].

25.5. [redacted], [redacted] [5] % [redacted].

OR

25.6. [redacted], [redacted].

OR

25.7. [redacted], [redacted].

25.8. [redacted], [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted], [redacted], [redacted]:

25.8.1 [redacted], [redacted]

25.8.2 the Land is vacant;

25.8.3 the Land can immediately be used;

25.8.4 [redacted];

25.8.5 [redacted], [redacted].

25.9. [redacted], [redacted], [redacted], [redacted].

25.10. [redacted].

25.11. [redacted], [redacted].

25.12. [redacted], [redacted] [8] % [redacted].

© Andrew Taylor and Net Lawman Ltd

26. Failure to agree reviewed rent

26.1. [redacted] [redacted] [redacted], [redacted].

26.2. [redacted] ("[redacted]") [redacted].

26.3. [redacted].

26.4. [redacted].

26.5. [redacted], [redacted]-[redacted].

26.6. [redacted].

27. At the end of the lease

27.1. When this lease ends the Tenant must:

27.1.1 [redacted];

27.1.2 [redacted];

27.1.3 ([redacted]) [redacted];

© Andrew Taylor and Net Lawman Ltd

27.2. [redacted] [14 [redacted]] [redacted] . [redacted] , [redacted] .

27.3. [redacted] , [redacted] .

28. Other matters

28.1. [redacted] , [redacted] .

28.2. [redacted] , [redacted] , [redacted] .

28.3. [redacted] , [redacted] , [redacted] , [redacted] , [redacted] . [redacted] , [redacted] .

28.4. [redacted] , [redacted] .

28.5. [redacted] . [redacted] .

© Andrew Taylor and Net Lawman Ltd

28.6. [redacted].

28.7. [redacted], [redacted].

28.8. [redacted], [redacted], [redacted].

28.9. [[redacted]].

28.10. [redacted], [redacted] [72] [redacted] [24] [redacted].

28.11. [redacted], [redacted].

28.12. [redacted].

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.

[redacted], [redacted], [redacted]

[Name]:

© Andrew Taylor and Net Lawman Ltd

■■■■: . . . . . .

Witness: signature:

Name:

Address:

■■■■■■■■■■■■■■■■■■■■■■■■■,■■■■■■■■■■■■■,■■■■■■■■■■■■■■■■

[Name]:

■■■■: . . . . . .

Witness: signature:

Name:

Address:

■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■[■■■■■■■■■]

■■■■: . . . . . .

Witness: signature:

Name:

Address:

© Andrew Taylor and Net Lawman Ltd

Schedule 1: rights expressly reserved

1. [redacted], [redacted], [redacted].

2. [redacted].

3. [redacted], [redacted], [redacted].

4. [redacted].

5. [redacted], [redacted], [redacted], [redacted], [redacted].

6. [redacted], [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

Schedule 2: (Draft) Security Deposit agreement

[redacted] [redacted]:

The Landlord: [name]

of [address]

The Tenant: [name]

of [address]

Background:

A. [redacted].

B. [redacted].

It is now agreed as follows:

1. Definitions

[redacted], [redacted], [redacted]:

"Call Down" [redacted].

"Client Account" [redacted], [redacted].

"Default" [redacted].

"Deposit" [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted].

"Lease" [redacted].

“Referee” [redacted], [redacted].

“Sum Claimed” [redacted].

2. Interpretation

2.1. [redacted].

2.2. [redacted].

3. The Referee

3.1. [redacted], [redacted].

3.2. [redacted]:

3.2.1 [redacted], [redacted].

3.2.2 [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

3.2.3 [redacted], [redacted].

3.2.4 [[redacted], [redacted]].

3.2.5 [redacted].

3.2.6 [redacted], [redacted], [redacted], [redacted], [redacted].

3.2.7 [redacted], [redacted].

3.3. [redacted], [redacted].

4. The Deposit

4.1. The Deposit is the sum of €[amount].

4.2. [redacted] [[redacted] / [redacted]] [redacted].

4.3. [redacted].

4.4. [redacted], [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted].

5. Calling down the Deposit

[redacted]:

5.1. [redacted], [redacted]:

5.1.1 [redacted];

5.1.2 [redacted], [redacted], [redacted];

5.1.3 [redacted], [redacted];

5.1.4 [redacted]; [redacted].

5.2. [redacted].

5.3. [redacted] [14] [redacted]. [redacted], [redacted].

5.4. [redacted] 14 [redacted], [redacted], [redacted]. [redacted].

5.5. [redacted], [redacted].

5.6. [redacted].

© Andrew Taylor and Net Lawman Ltd

5.7. [redacted].

6. Topping up the Deposit

[redacted], [redacted].

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:

Car park lease agreement

General notes

1. Background law

The law governing the rights of landlords and tenants primarily arise 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, [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

Other legal issues that might come up from time to time include tax i.e., Capital Gains Tax, ■ ■ ■

5.1. Evidence that you own the freehold. It would be usual to show a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

5.2. Planning consents, refusals and correspondence.

5.3. 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

■ ■ ■

[redacted] , [redacted] .

2. 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 [redacted] . [redacted]

   Leave these items in place unless there is a good reason to edit or remove. Each of them [redacted] .

3. **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 [redacted] , [redacted] . [redacted] , [redacted] .

4. **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 [redacted] . [redacted] .

   The term also binds the signatory. It would be a very careless [redacted] .

5. **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 [redacted] . [redacted] , [redacted] . [redacted] . [redacted] .

6. **The lease**

© Andrew Taylor and Net Lawman Ltd

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, ■ ■ ■

appoint a surveyor to provide a list of ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

If a sign affects the use or enjoyment of adjacent or neighbouring premises of the landlord, [redacted] “ [redacted] ”.

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 [redacted] . [redacted] , [redacted] .

16. Default notice by Landlord

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be [redacted] , [redacted] .

17. 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. [redacted] , [redacted] .

If you consider our proposed draft to be too favourable to a tenant that is because this [redacted] .

18. 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, [redacted] , [redacted] . [redacted] .

The second sub-paragraph merely provides a specific item for the sake of good order. Why? Because some uses, like waste re-cycling, [redacted] . [redacted] .

19. The Security Deposit

© Andrew Taylor and Net Lawman Ltd

If you decide on a security deposit, we give [redacted] .

20. Insurance

Most users of this document will not wish to be responsible for insuring the land. However, [redacted] .

A current issue with insurance [redacted] .

The landlord should be sure that he [redacted] .

21. Access for Landlord

Essential, but the tenant [redacted] .

22. Guarantor

The words have been chosen very carefully for an area [redacted] .

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 [redacted] .

© Andrew Taylor and Net Lawman Ltd

[redacted], [redacted].

In order to remove the obligation of the [redacted], [redacted] "[redacted]" [redacted] "[redacted]" [redacted].

The last sub paragraph refers to the position [redacted], [redacted].

23. 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 [redacted]. [redacted], [redacted]. [redacted]. [redacted].

24. Forfeiture

These provisions are usual.

25. Rent review

The usual period for a short lease [redacted]. [redacted].

We provide for four clear alternatives:

- the rent is [redacted]. [redacted]
- the rent [redacted], [redacted]

© Andrew Taylor and Net Lawman Ltd

- the rent [redacted]
- the [redacted].

The purpose of a rent review is to bring the rent into line with rents [redacted]

Many older leases provide for "upwards only" review. When rents are falling, this prejudices a tenant. However, [redacted]

We have provided [redacted].

26. Failure to agree reviewed rent

A simple procedure for resolving disputes. We have made this provision because it is likely to be acceptable to all parties, [redacted]

The provision for the person appointed to act as expert and not as arbitrator is [redacted].

27. At the end of the lease

These provisions simply tie up loose ends.

© Andrew Taylor and Net Lawman Ltd

If the tenant has fitted out the Land [redacted], [redacted].

28. Other matters

Apart from the [redacted].

A provision for mediation has been included in place of the more usual [redacted]. [redacted], [redacted], [redacted]. [redacted], [redacted].

Schedule 1 Rights reserved

Reserved rights are rights which the landlord is keeping back from the grant of the lease. It is usually unnecessary to specify them [redacted]. [redacted], [redacted] ([redacted], [redacted]), [redacted].

Schedule 2 Security Deposit agreement

We have provided [redacted], [redacted].

It is not appropriate to involve the referee as a [redacted]. [redacted], [redacted].

There is no reason in law why the landlord should not [redacted]. [redacted], [redacted]. ([redacted]).

© Andrew Taylor and Net Lawman Ltd

A security deposit is often signed ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■