

IE-PRlse11

## **Business lease: offices above shop**

**Date of lease:** [date]  
**The Landlord:** [name]  
**The Tenant:** [name]  
**Lease of:** [property address]

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Schedule 1      Rights reserved

**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 :

- “Acts” means Landlord and Tenant Acts, 1860 to 2005 including but not limited to Landlord and ( ) 1980 1994 .
- “1980 Act” means Landlord and Tenant (Amendment) , 1980 .
- “1994 Act” means Landlord and Tenant (Amendment) , 1994 .
- “Building” means the whole of the building of which the Premises form part .
- “Common Parts” means those parts of the Building and surrounding area, as are used in common with others, for example: gates, signs, roads, , , , , .
- “Hazardous” has the meaning defined in the European Community hazardous waste Directive 2008/ 98 / , .
- “Conduit” means any medium through which a service is

"Insurance Rent"	means the premium, net of any commission, paid by the Landlord to
"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 Acts"	means the Planning and Development Act 2000 and all other acts and
"Premises"	means [rooms numbered 2 and 3 of] the [first / second] floor premises at [full address and post code]
"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
<b>OR</b>	
"Rent Review Date"	means [date]
"Security Deposit"	means the sum paid by the Tenant to the Landlord as a deposit against any breach
"Shop below"	means the ground [and any lower] floor premises below

“Sign”	means any sign, poster or advertisement or other visual message
“Term”	means a term [ ] [ / ]
“Use Allowed”	means: [use as storage of goods / professional offices / restaurant / or / ] ( ).

## 2. Interpretation

In this lease unless the context otherwise requires:

2.1. whenever more than one person or company is the

2.2. any reference to a place or

2.3. any agreement by any party not to do or omit to

2.4. [except where stated otherwise,]

2.5. in this lease references to a party include references to a person

2.6. the headings to the paragraphs ( )

2.7. all money sums mentioned in this lease are

2.8. a reference to a right of the Landlord to have access to

2.9. a reference to "the last year of the Term" "

2.10. a reference to a specific statute includes any statutory

2.11. this lease is made only in the English language. If there is any

2.12. it is certified that

### **3. Entire agreement**

3.1. This lease contains the entire

3.2. Each party acknowledges that, in entering into this lease, he does not

].

3.3. Conditions, warranties or other terms implied

## 4. The lease

4.1. By this lease the Landlord lets and the Tenant

4.2. There is included in this lease such rights of way over and use of, the Common Parts as are reasonably

4.3. The Premises are let subject to

4.4. The rights specified 1

4.5. All payments which may be due by the

4.6. Except so far as provided in this lease, the

## 5. Rent and other payments

5.1. The Tenant shall pay to the Landlord:

5.1.1 the Rent;

5.1.2 the Insurance Rent;

5.1.3 a fair proportion (decided by a surveyor nominated by the Landlord) of the cost

5.2. For each of the above payments, an appropriate

5.3. The Tenant shall also

:

5.3.1 any works to the

;

5.3.2 dealing with any application by

,

5.3.3 preparing and serving a notice of a

,

;

5.3.4 preparing and serving a schedule

.

5.4. Payments to the Landlord shall be made by [\[direct debit / Internet/](#)  
[/ \]](#)

,

.

5.5. [\[Despite the above provisions, the tenant](#)

[\[ \]](#)

[\[ /](#)

[\]\]](#)

## 6. Interest

All the payments to the Landlord referred to in this lease are payable on demand and if any payment is more than [\[seven\]](#)

,

,

[\[ 8 % \]](#).

,

.

## 7. Further Payments

The Tenant agrees

,

:

7.1. all periodic rates and other taxes, relating to the Premises, including

(



),  
;

7.2. all charges for services at the Premises to be paid promptly to  
(  
, - )  
;

7.3. the cost of the grant, renewal or continuation of  
,  
.

## 8. Condition and repair

In relation to :

8.1. use the Premises only for the Use Allowed;

8.2. maintain the state and condition of the  
,  
;

8.3. decorate the inside [and the outside] of the Premises in every third year  
of the lease period and in the last three months  
( ).

,  
.[  
];

8.4. [at least once in every year,  
[  
];

8.5. prevent damage to the Premises  
,  
;

8.6. maintain and keep clean the exterior of the Premises  
, [  
];

8.7. Keep the ;

8.8. clean, maintain and keep free from blockages

## 9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

9.1. give the Landlord a copy of

;

9.2. provide a written notice to the

/

9.3. immediately notify the Landlord of any encroachment on the Premises

9.4. take steps by agreement with the Landlord and at the Landlord's expense, to prevent the

9.5. keep the

9.6. comply with the terms of every law regulating

9.7. comply with all laws

## 10. Restrictions on Tenant

The Tenant

:

10.1. sleep overnight on the

;

- 10.2. apply for planning permission relating to the  
;
- 10.3. Fix to the Premises any pole  
,
- 10.4. pour into any pipe or drain any trade waste or  
,
- ;
- 10.5. bring onto the Premises  
;
- 10.6. remove or change  
;
- 10.7. remove from the  
;
- 10.8. obstruct any window on the Premises;
- 10.9. cause any nuisance or annoyance to  
;
- 10.10. bring, keep or allow any animals to be  
;
- 10.11. allow into the Premises, nor provide food  
,
- 10.12. play or use in the Premises any musical instrument, audio or other  
;
- 10.13. cease carrying on business in the Premises or leave the Premises  
continuously unoccupied for more than 1  
[  
].

10.14. do anything which might

;

10.15. change any burglar

;

10.16. change or install any locks and other

;

10.17. use the Premises for any activity which is dangerous, offensive,  
noxious,

## 11. Asbestos and environmental obligations

The provisions in this

11.1. Notwithstanding 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

(

)

11.2. The Tenant shall indemnify the Landlord against any obligation

11.3. Notwithstanding the foregoing provisions of this paragraph and all

:

11.3.1 if asbestos is discovered as a result of investigation by the  
Tenant or building work commissioned by the

;

11.3.2 if asbestos is discovered in circumstances unconnected to work or investigation

;

11.3.3 in any circumstance when the Landlord has an obligation in respect

;

11.3.4 the Landlord shall in no circumstances be responsible for damage caused to

## 12. Signs and advertisements

12.1. Before the Tenant may place any Sign on or near to the Premises, he must

12.2. The Landlord is under no obligation

12.3. The Landlord may approve any Sign subject

12.4. The Tenant accepts full liability for and indemnifies the Landlord

### 13. Goods and vehicles

The Tenant agrees that he will not:

13.1. park any vehicle except

;

OR

13.2. park more than [number] cars

,

,

;

13.3. load or unload

/

### 14. Default notice by Landlord

14.1. If the Tenant is in default of any provision of this

,

.

14.2. If the Tenant fails to remedy the default within seven

,

.

### 15. Assignment of the lease

15.1. Except as specified in this lease,

,

.

15.2. The Tenant may not assign

.

15.3. The Tenant may assign or transfer his interest

,

.

15.4. The Landlord may not

.

15.5. It is a good reason (among other good reasons)

:

15.5.1 the proposed transferee is less likely to be able

/

;

15.5.2 the Tenant owes money to the Landlord;

15.6. In giving consent,

:

15.6.1 the assignee shall not

15.6.2 the assignment shall impose an

15.6.3 the assignee shall enter into direct

## 16. Tenant indemnifies Landlord

The Tenant agrees to

:

16.1. any act, omission or negligence ,

;

16.2. any breach by

;

16.3. any act, omission or negligence of the Tenant which

## 17. The Security Deposit

17.1. The Landlord confirms that he has €[ ]

17.2. The Landlord may use the Security Deposit

17.3.

:

17.3.1

;

17.3.2

17.3.3

[ 4 ]

## 18. Insurance

18.1. "Insured Risks" means:

18.1.1

, , , , ,  
, , ( , ) ,

;

18.1.2

18.2.

18.3.



18.4.

18.5.

18.6.

18.6.1

18.6.2

18.6.3

18.6.4 the insurance money belongs to the Landlord;

18.6.5 the Landlord's obligation to make good damage ceases;

18.6.6

## 19. Access for Landlord

- 19.1. ;
- 19.2. ;
- 19.3. to comply with any statutory obligation;
- 19.4. , " " ; "
- 19.5. ;
- 19.6. to value the Premises;
- 19.7. , , , , .

Conditions for access for the Landlord are:

- 19.8. ;
- 19.9. ;
- 19.10. .

## 20. Guarantor(s)

The Guarantor agrees:

- 20.1.

20.2. that his obligation will continue through the Term

20.3.

20.4.

20.5.

[ 28 ]

20.6.

20.7.

20.8. The new lease will be:

20.8.1

20.8.2 at the Rent then payable under this lease;

20.8.3

20.9.

20.10.

## 21. Provision for premature termination

21.1.

[ ]

21.2.

21.3.

## 22. Forfeiture

22.1.

:

22.1.1

28

22.1.2

22.1.3

( )

22.1.4

)

;

22.1.5

;

22.1.6

5

22.2.

## 23. Rent review

23.1.

.

23.2.

(

),

,

23.3.

[ 20 %]

OR

23.4.

,

OR

23.5.

,

23.6.

,

23.6.1

23.6.2 the Premises are vacant;

23.6.3 the Premises can immediately be used;

23.6.4

23.6.5

23.6.6

23.7.

23.8.

23.9.

23.10.

[ 8 ]%

## 24. Failure to agree reviewed rent

- [ ]
- ,
- :
- 24.1.
- ( )
- 24.2.
- .
- 24.3.
- .
- 24.4.
- ,
- 
- .
- 24.5.
- .

## 25. At the end of the lease

When this lease ends:

25.1. the Tenant must:

25.1.1

;

25.1.2

;

25.1.3 ( )

;

25.2.

[ 14 ]

25.3.

## 26. Other matters

26.1.

26.2.

26.3.

26.4.

26.5.



26.6.

26.7.

26.8.

26.9.

26.10. [

.]

26.11.

It shall be deemed to have been delivered:

26.11.1 :

;

26.11.2

: 72 ;

26.11.3

- : 24

. [

]

26.12.

26.13.

Signed as a deed by or for the Landlord [\[write name\]](#) (who certifies that he has proper authority to sign)

: .....

Witness: signature:

Name:

Address:

Signed as a deed by or for the Tenant [\[write name\]](#) (who certifies that he has proper authority to sign)

: .....

Witness: signature:

Name:

Address:

Signed as a deed by the Guarantor [\[write name\]](#)

: .....

Witness: signature:

Name:

Address:

## Schedule 1 - rights expressly reserved

1.

2.

3.

4.

5.

6.

# Explanatory notes:

## Business lease: offices above shop

### General notes

#### 1. 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

2. 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 more ( ),

#### 3. What to give your tenant

When you have edited this document you will send it to your proposed tenant. He may reasonably ask :

- Evidence that you own the freehold. It would be usual to show a
- Planning consents, refusals and correspondence.
- 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

#### 4. What to take up on completion

When you meet to complete, you should expect :

- The counterpart lease: that is to say the copy signed by the tenant. (He )
- Any capital money paid to you as a premium ;
- The rent, apportioned to the next .

## Paragraph specific notes

Notes referable to specific numbered paragraphs

### 1. Definitions

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, as we have defined .

**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.

“ ” .

**Premises:** substitute some alternative work if you wish. 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 .

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 ,

**Rent:** is generally calculated in €s per square foot or €s per square metre, but the calculation rarely appears in the lease. The landlord will often specify a particular round sum when a property is advertised.

**Rent review:** an option. In or out. You choose. Historically, reviews were agreed at five yearly intervals. Your position

**Term:** How many years for the lease? We have provided in this lease for any period of seven years or shorter. If you go over seven

**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 use

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

## 2. Interpretation

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

## 3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site 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.

## 4. 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, the schedule could contain rights which you want to reserve from now, but which previously did not exist.

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 landlords warranty for “ ”.

## **5. Rent and other payments**

This paragraph contains detailed commercial terms.

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

## **6. Interest**

This provision crystallises the landlord’s entitlement when otherwise

## **7. Further payments**

We have no comment.

## **8. Condition and repair**

The first ten items here are usual. Sub paragraph 2 refers to condition as at today. This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of

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

## **9. 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 the responsibility for compliance with the law. Most law relating to a building places the prime obligation on the occupier but in some cases it may

2000

## **10. Restrictions on tenant**

Here is a long

It is important to prevent anyone sleeping habitually on the

## **11. 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

It is usual (and fair) for the Landlord to pay for any hazardous substance treatment or removal



However, asbestos is found in most old buildings, in some form or another. If the tenant wants to change your building in any way,

## **12. 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 affect 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

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

## **13. Goods and vehicles**

We have no comment.

## **14. 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

## **15. 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

## **16. Tenant indemnifies Landlord**

Few draftsmen include an indemnity in a lease because the tenant's covenants are

## **17. The Security Deposit**

Use this paragraph for

## **18. Insurance**

A current issue with

The landlord should be sure that he

## **19. Access for Landlord**

Essential, but the tenant

## **20. 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

The guarantee provisions in this lease are stronger than most tenants would like. In particular, the guarantor remains in place after an

The last sub paragraph refers to the position

## **21. 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. Forfeiture**

These provisions are usual.

## **23. Rent review**

We provide for three clear alternatives:

- the rent is

- the rent

- the

Prior to February 28, 2010, the majority of commercial leases contained upwards

28 , 2010

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

Most rent review provisions allow for "upwards only" review. Occasionally this

We have provided

#### **24. 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, including any mortgagee. The draftsman's personal experience however is to recommend to both parties that in the event of dispute they

An expert simply assesses the evidence and makes

## 25. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises for /

## 26. Other matters

Apart from the

## 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

**End of notes**