IE-PRlse11

Business lease: offices above shop

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

Contents

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

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 [redacted]:

"the Act"	means Landlord and Tenant Acts, 1967 [redacted] 1994 .
"Building"	means the whole of the building of which the Premises form part [redacted].
"Common Parts"	means those parts of the Building and surrounding area, as are used in common with others, for example: gates, signs, roads, [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].
"Conduit"	means any medium through which a service is supplied to any property. ([redacted]: [redacted])
"Hazardous"	has the meaning defined in the European Community hazardous waste Directive 2008/98/ [redacted], [redacted], [redacted].
"Insurance Rent"	means the premium, net of any commission, paid by the Landlord to [redacted].
"Landlord"	includes the person or persons from time to time entitled to possession of the [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted].

"Lease Period" means the total of the Term plus any extension or renewal, during which [redacted].

"Plan" means all of the plans of the Premises attached to this [redacted].

“Planning Act” means the Planning and Development Act 2000 and all other acts [redacted].

“Premises” means [rooms numbered 2 and 3 of] the [first/second] floor premises at [full address and post code] [redacted].

"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 / [redacted] [[redacted] / [redacted]] [redacted] [[redacted] / [redacted]]];

"Rent Review Date" means [date]

OR

“Rent Review Date” means every [third] anniversary of the start date of the lease. A reference to the Rent [redacted].

“Security Deposit” means the sum paid by the Tenant to the Landlord as a deposit against any breach [redacted].

“Shop Below” means those parts of the Building which are [redacted].

“Sign” means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the [redacted], [redacted].

“Term” means a term of [number] years [redacted] [[redacted] / [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted]]

“Use Allowed” means: [use as storage of goods / professional offices/restaurant]] or any other use to which the Landlord consents (and the Landlord is [redacted]).

2. Interpretation

In this lease the following matters apply unless [redacted].

2.1. Whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against [redacted].

2.2. Any reference to a place or location at the Premises is a reference to [redacted].

2.3. Any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow or permit [redacted].

2.4. [Except where stated otherwise,] [redacted].

2.5. References to a party include references to a person to whom [redacted], [redacted], [redacted]-[redacted].

2.6. The headings to [redacted].

2.7. The schedules (if any) [redacted].

2.8. All money sums mentioned in this lease are [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

2.9. A reference to a right of the Landlord to have access to [redacted].

2.10. A reference to “the last year of the Term” [redacted] “ [redacted] ” [redacted].

2.11. A reference to a specific statute includes any statutory [redacted], [redacted] - [redacted].

2.12. It is certified that [redacted].

2.13. Nothing in this lease or in any consent [redacted].

3. Entire agreement

3.1. This lease contains the entire [redacted].

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

3.3. Conditions, warranties or other terms implied [redacted].

4. The lease

4.1. By this lease the Landlord lets and the Tenant [redacted].

© Andrew Taylor and Net Lawman Ltd

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

4.3. The Premises are let subject to [redacted].

4.4. The rights specified [redacted] 1 [redacted].

4.5. All payments which may be due by the [redacted].

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

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 [redacted];

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

5.3. The Tenant shall also pay [redacted]:

5.3.1 any works to the [redacted];

© Andrew Taylor and Net Lawman Ltd

5.3.2 dealing with any application by [redacted] ;

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

5.3.4 preparing and serving a schedule [redacted] ;

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

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

6. Further Payments

The Tenant agrees [redacted] :

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

6.2. all charges for services at the Premises to be paid promptly to [redacted] , [redacted] ([redacted] - [redacted]) [redacted] ;

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

© Andrew Taylor and Net Lawman Ltd

7. 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], [redacted].

8. Condition and repair

In relation to [redacted]:

8.1. use the Premises only for the Use Allowed;

8.2. maintain the state and condition of the [redacted]; [redacted];

8.3. employ only [redacted];

8.4. decorate the inside [and the outside] of the Premises in every [third] year of the Term and in the last three [redacted] ([redacted]). [redacted], [redacted]. [[redacted], [redacted]];

8.5. [at least once in every year, [redacted] [[redacted]];

8.6. prevent damage to the Premises [redacted], [redacted];

8.7. maintain and keep clean the exterior of the [redacted], [[redacted]];

8.8. keep the [redacted];

© Andrew Taylor and Net Lawman Ltd

8.9. clean, maintain and keep free from blockages [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

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

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

9.3. immediately notify the Landlord of any encroachment on the Premises [redacted] .

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

9.5. keep the [redacted] .

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

9.7. comply with all laws [redacted] .

10. Restrictions on Tenant

The Tenant [redacted] :

10.1. make any alteration to the Premises;

10.2. in any circumstance do anything which might cause the [redacted] , [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted];

10.3. sleep overnight on the [redacted];

10.4. apply for planning permission relating to the [redacted];

10.5. make any [redacted];

10.6. store or leave goods or detritus on [redacted];

10.7. fix to the Premises any pole [redacted], [redacted], [redacted];

10.8. pour into any pipe or drain any trade waste or [redacted], [redacted];

10.9. bring onto the Premises [redacted];

10.10. remove or change [redacted], [redacted];

10.11. remove from the [redacted];

10.12. obstruct any window on the Premises;

10.13. cause any nuisance or annoyance to [redacted];

10.14. bring, keep or allow any animals to be [redacted];

10.15. allow into the Premises, nor provide food [redacted], [redacted], [redacted];

© Andrew Taylor and Net Lawman Ltd

10.16. play or use in the Premises any musical instrument, audio or other [redacted];

10.17. cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than [[redacted]] [redacted] [[redacted]];

10.18. do anything which might [redacted];

10.19. change any burglar [redacted];

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

10.21. use the Premises for any activity which is dangerous, offensive, noxious, [redacted], [redacted].

11. Asbestos and environmental obligations

The provisions in this [redacted].

11.1. 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].

© Andrew Taylor and Net Lawman Ltd

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

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

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

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

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

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

12. Signs and advertisements

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

© Andrew Taylor and Net Lawman Ltd

12.2. The Landlord is under no obligation [redacted] - [redacted].

12.3. The Landlord may approve any Sign subject [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

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

13. Goods and vehicles

The Tenant agrees that he will not:

13.1. park any vehicle except [redacted];

OR

13.2. park more than [number] cars [redacted], [redacted], [redacted];

13.3. load or unload [redacted] / [redacted];

14. Default notice by Landlord

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

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

© Andrew Taylor and Net Lawman Ltd

15. Assignment of the lease

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

15.2. The Tenant may not assign [redacted] .

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

15.4. The Landlord may not [redacted] .

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

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

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

15.6.2 the Tenant owes money to the Landlord;

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

15.7. In giving consent, [redacted] :

15.7.1 the assignee shall not [redacted] ;

© Andrew Taylor and Net Lawman Ltd

15.7.2 the assignment shall impose an [redacted] ;

15.7.3 the assignee shall enter into direct [redacted] .

15.8. Within four weeks after the Premises are assigned (or [redacted]), [redacted] € 100 .

16. Tenant indemnifies Landlord

The Tenant agrees to [redacted] :

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

16.2. any breach by [redacted] ;

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

17. The Security Deposit

17.1. The Landlord confirms that he has [redacted] € [[redacted]] [redacted] .

17.2. The Landlord may use the Security Deposit [redacted] .

17.3. If the [redacted] :

17.3.1 he will tell [redacted] ;

© Andrew Taylor and Net Lawman Ltd

17.3.2 the rights or [redacted].

17.3.3 the sum used is repayable to the Landlord [redacted] [4] [redacted].

18. Insurance

18.1. "Insured Risks" means the risks of loss or damage by any naturally occurring event, fire, explosion, riot, terrorism, civil commotion, malicious damage, [redacted] ([redacted]), [redacted]. [redacted], [redacted].

18.2. [redacted].

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

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

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

18.6. [redacted], [redacted]

© Andrew Taylor and Net Lawman Ltd

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

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

18.8. [redacted], [redacted]:

18.8.1 the lease ends on expiry of the notice;

18.8.2 the insurance money belongs to the Landlord;

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

18.8.4 [redacted], [redacted].

19. Access for Landlord

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

19.1. [redacted], [redacted];

19.2. [redacted];

19.3. to comply with any statutory obligation;

19.4. [redacted], [redacted] "[redacted]" [redacted] "[redacted]" [redacted];

© Andrew Taylor and Net Lawman Ltd

19.5. [redacted];

19.6. to value the Premises;

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

Conditions for access for the Landlord are:

19.8. [redacted];

19.9. [redacted];

19.10. [redacted].

20. Guarantor

The Guarantor agrees:

20.1. [redacted];

20.2. [redacted];

20.3. [redacted];

20.4. [redacted], [redacted]. [redacted], [redacted], [redacted], [redacted];

© Andrew Taylor and Net Lawman Ltd

20.5. [redacted] [28] [redacted];

20.6. [redacted];

20.7. [redacted].

21. Provision for premature termination

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

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

21.3. [redacted].

22. Forfeiture

22.1. [redacted]:

22.1.1 [redacted] 28 [redacted], [redacted];

22.1.2 [redacted];

© Andrew Taylor and Net Lawman Ltd

22.1.3 [redacted], [redacted] ([redacted], [redacted]) [redacted];

22.1.4 [redacted], [redacted], [redacted], ([redacted]) [redacted];

22.1.5 [redacted];

22.1.6 [redacted] 21 [redacted].

22.2. [redacted].

23. Rent review

23.1. [redacted].

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

23.3. [redacted] [20 %] [redacted].

OR

23.4. [redacted].

23.5. [redacted], [redacted] [5] % [redacted].

© Andrew Taylor and Net Lawman Ltd

OR

23.6. [redacted], [redacted].

OR

23.7. [redacted], [redacted].

23.8. [redacted], [redacted], [redacted], [redacted]:

23.8.1 [redacted], [redacted]

23.8.2 the Premises are vacant;

23.8.3 the Premises can immediately be used;

23.8.4 [redacted];

23.8.5 [redacted], [redacted].

23.8.6 [redacted].

23.9. [redacted], [redacted]

© Andrew Taylor and Net Lawman Ltd

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

23.10. [redacted].

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

23.12. [redacted], [redacted] [redacted], [redacted] [8] % [redacted].

24. Failure to agree reviewed rent

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

24.1. [redacted] ("[redacted]") [redacted].

24.2. [redacted].

24.3. [redacted] [redacted].

24.4. [redacted], [redacted] - [redacted] [redacted].

24.5. [redacted].

© Andrew Taylor and Net Lawman Ltd

25. At the end of the lease

25.1. When this lease ends the Tenant must:

25.1.1 [redacted];

25.1.2 [redacted];

25.1.3 ([redacted]) [redacted];

25.2. [redacted] - [redacted].

25.3. [redacted], [redacted] - [redacted]. [redacted], [redacted] - [redacted]. [redacted].

25.4. [redacted] [14 [redacted]] [redacted]. [redacted], [redacted].

25.5. [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

26. Other matters

26.1. [redacted], [redacted].

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

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

26.4. [redacted]

26.5. [redacted]. [redacted].

26.6. [redacted].

26.7. [redacted], [redacted].

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

© Andrew Taylor and Net Lawman Ltd

26.9. [[redacted]].

26.10. [redacted] - [redacted].

It shall be deemed to have been delivered:

> [redacted] : [redacted] ;
>
> [redacted] : [redacted] 72 [redacted] ;
>
> [redacted] - [redacted] - [redacted] : [redacted] 24 [redacted] - [redacted].

26.11. [redacted] , [redacted].

26.12. [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]:

[redacted] : ....

© 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

Explanatory notes:

Business lease: offices above shop

General matters

1. What to delete

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 of a [redacted].

2. 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 [redacted].

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 [redacted]

3. 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 [redacted].

4. 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 [redacted].

© Andrew Taylor and Net Lawman Ltd

4.1. Evidence that you own the freehold. It would be usual to show a [redacted].

4.2. Planning consents, refusals and correspondence.

4.3. 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], [redacted].

5. What to take up on completion

When you meet to complete, you should expect [redacted]:

5.1. The counterpart lease: that is to say the copy signed by the tenant. (He [redacted])

5.2. Any capital money paid to you as a premium [redacted];

5.3. The rent, apportioned to the next [redacted];

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 [redacted], [redacted].

Conduit: is an ancient word for a pipe. In law it has a wider meaning, to include pipes, wires and anything which [redacted]. [redacted].

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

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. [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted] “ [redacted] ”.

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 a plan. [redacted] , [redacted] .

A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a [redacted] .

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 [redacted] , [redacted] .

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. [redacted] , [redacted] .

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 [redacted] , [redacted] .

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 [redacted] , [redacted] .

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]

© Andrew Taylor and Net Lawman Ltd

[redacted].

2. Interpretation

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

It is usual for only the cost of insurance to be treated as rent (and usually referred to as " [redacted] "). [redacted].

This paragraph also contains the usual landlords warranty for " [redacted] ". [redacted].

5. Rent and other payments

This paragraph contains detailed commercial terms. [redacted].

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 [redacted]. [redacted].

© Andrew Taylor and Net Lawman Ltd

6. Further payments

We have no comment.

7. Interest

This provision crystalises the landlord's entitlement when otherwise [redacted].

8. 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, [redacted].

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 [redacted]. [redacted].

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

Note that the tenant must insure any plate glass. This usually refers to shop front glass. However, any modern [redacted]. [redacted].

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. [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

10. It is important to a landlord that the tenant takes [redacted].

Here is a long menu [redacted].

It is important to prevent anyone sleeping habitually on the [redacted], [redacted].

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 [redacted].

It is usual (and fair) for the landlord to pay for any hazardous substance treatment or removal [redacted], [redacted].

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

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. [redacted], [redacted].

If a sign affect 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].

For a multi-let property, the landlord will no doubt [redacted].

© Andrew Taylor and Net Lawman Ltd

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 [redacted] .

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. [redacted] .

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

16. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are [redacted] .

17. The Security Deposit

Use this paragraph for [redacted] .

18. Insurance

A current issue with insurance [redacted] .

The landlord should be sure that he [redacted] .

© Andrew Taylor and Net Lawman Ltd

19. Access for Landlord

Essential, but the tenant [redacted].

20. 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].

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

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

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 [redacted].

© Andrew Taylor and Net Lawman Ltd

[redacted].

22. Forfeiture

These provisions are usual.

23. 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]
- 23.2 [redacted], [redacted]
- the [redacted].

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

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

We have provided a step by step procedure to make the process as simple [redacted]. [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted]

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, [redacted]

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

25. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises for [redacted]

26. Other matters

Apart from the [redacted]

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

Schedule 1 Rights reserved

© Andrew Taylor and Net Lawman Ltd

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

End of notes

© Andrew Taylor and Net Lawman Ltd