

IE-PRise14

## Restaurant lease agreement

**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 :

“Acts” means Landlord and Tenants 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 .

“Conduit” means any medium through which a service is .

“Hazardous” has the meaning defined in the European Community hazardous waste Directive 2008/ 98 / , .

“Fixtures and Fittings” means all of the Landlord’s fixtures and fittings attached to the Premises .

“Insurance Rent” means the premium, net of any commission, paid by the Landlord to .

“Kitchen and Cooking Equipment”	means all of the fixed and loose equipment which constitutes the kitchen setup, the principle	3 .
“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	
“Planning Acts”	means the Planning and Development Act, 2000 read with all enabling acts	
“Premises”	means the land and buildings at <a href="#">[full address and post code]</a> the boundaries and	
"Plan"	means the plan of the Premises attached to this lease	
“Rent”	means <a href="#">[€48,000]</a> payable without any deduction, in advance, by <a href="#">[twelve equal monthly instalments of €4,000, on the first day of each month / [ / ] [ / ]]</a> .	
“Rent Review Date”	means every <a href="#">[third]</a> anniversary of the start date of the lease. A reference to the Rent	
<a href="#">OR</a>		
“Rent Review Date”	means <a href="#">[date]</a> .	
“Security Deposit”	means the sum paid by the Tenant to the Landlord as a deposit against any breach	
“Sign”	means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the	

“Term”	means a term of [number] years [ / ]
“Use Allowed”	means: [use as a fast food takeaway / restaurant / cafe] or any other use to which the Landlord consents (and the Landlord is ).

## 2. Interpretation

In this lease unless the context otherwise requires:

- 2.1. whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against
- 2.2. any reference to a place or location at the Premises is a reference to
- 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
- 2.4. [except where stated otherwise,] any obligation of any person arising from this
- 2.5. In this lease references to a party include references to a person to whom those rights and obligations are transferred or pass as a result of
- 2.6. the headings to the paragraphs and schedules (if any) of
- 2.7. all money sums mentioned in this agreement are calculated net of VAT, which will be charged when
- 2.8. a reference to a right of the Landlord to have access to the Premises are to be construed as extending to any head landlord or mortgagee

- 2.9. a reference to “the last year of the Term” or to the “end of the Term” is a reference to
- 2.10. a reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that
- 2.11. this lease is made only in the English language. If there is any conflict in meaning between the English language version of this lease and any version or
- 2.12. it is certified that
- 2.13. nothing in this lease or in any consent

### **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



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,

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







- 10.2. apply for planning permission relating to the  
;
- 10.3. make any connection to or in any Conduit;
- 10.4. Fix to the Premises any pole  
,
- 10.5. pour into any pipe or drain any trade waste or  
,
- ;
- 10.6. bring onto the Premises  
;
- 10.7. remove or change  
;
- 10.8. remove from the  
;
- 10.9. obstruct any window on the Premises;
- 10.10. cause any nuisance  
;
- 10.11. bring, keep or allow any animals to be  
;
- 10.12. play or use in the Premises any musical instrument, audio or  
;
- 10.13. cease carrying on business in the Premises or leave the Premises  
continuously unoccupied for more than one  
[
- ];
- 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. Default notice by Landlord

13.1. If the Tenant is in default of any provision of this ,

13.2. If the Tenant fails to remedy the default within seven ,

## 14. Assignment of the lease

14.1. Except as specified in this lease,

14.2. The Tenant may not assign

14.3. The Tenant may assign or transfer his interest

14.4. The Landlord may not

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

14.5.1 the proposed transferee is less likely to be able  
/

14.5.2 the Tenant owes money to the Landlord;

14.6. In giving consent,

14.6.1 the assignee shall not

14.6.2 the assignment shall impose an absolute

14.6.3 the assignee shall enter into direct

## 15. Tenant indemnifies Landlord

The Tenant agrees to

:

15.1. any act, omission or negligence ,

;

15.2. any breach by

;

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

## 16. The Security Deposit

The parties acknowledge that

OR

16.1. The Landlord confirms that he has € ]

16.2. The Landlord may use the Security Deposit

16.3. If the :

16.3.1 he will tell

;

16.3.2 the rights or

16.3.3 the sum used is repayable to the Landlord

[ 4 ]

## 17. Insurance

17.1. "Insured Risks" means:

17.1.1 the risks of loss or damage by any naturally occurring event,  
fire, explosion, terrorism, civil commotion, malicious damage,

( ),

;

17.1.2 that definition is subject

17.2. A risk shall cease to be treated

17.3. The Landlord will keep the Premises (except the plate glass)

,

17.4. If damage is caused to the Premises by an insured risk, the Landlord  
will

(

).

17.5. Once a year, if the Tenant asks,

17.6. Provided that the Tenant is not responsible for any damage for which  
the Landlord is compensated under the



17.6.1 the Tenant need not

17.6.2 if at any time it seems unlikely that the Premises will be fully restored within three years from

( )

17.7. If either party duly

17.7.1 the insurance money belongs to the Landlord;

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

17.7.3 all other provisions shall apply as

## 18. Access for Landlord

The Tenant is to give the Landlord,

18.1. to inspect the condition

18.2. to do works

18.3. to comply with any statutory obligation;

18.4. allow the Landlord, during the last six months

18.5. to show the interior and

18.6. to value the Premises;

18.7. to inspect, clean or repair neighbouring  
,

Conditions for access for the Landlord are:

18.8. the Landlord must  
;

18.9. each visit must  
;

18.10. the Landlord must promptly make good

## 19. Guarantor(s)

The Guarantor agrees:

19.1. that his obligations are made to the landlord for  
;

19.2. that his obligation will continue through the Term;

19.3. that any variation to the terms of  
;

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

19.5. to make payment under this indemnity to the Landlord

[ 28 ] ;

19.6. to use his best endeavours to

19.7. to accept a new lease from the Landlord if this lease ends prematurely.  
,

19.8. The new lease will be:

19.8.1 for the period from

;

19.8.2 at the Rent then payable under this lease;

19.8.3 on the terms of this lease as they apply on the termination

19.9. The Guarantor will pay

19.10. Even if the Landlord does not require the Guarantor to enter into a new lease,

## 20. Provision for premature termination

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

20.2. If the Tenant so terminates the lease,

20.3. Payments made to the Landlord

## 21. Forfeiture

21.1.

:

21.1.1

28

;

21.1.2

;

21.1.3

( )

,

,

;

21.1.4

,

,

,

)

;

21.1.5

;

21.1.6

8

21.2.

## 22. Rent review

22.1.

.

22.2.

(

),

,

22.3.

[ 20 %]

OR

22.4.

OR

22.5.

22.6.

22.6.1

22.6.2 the Premises are vacant;

22.6.3 the Premises can immediately be used;

22.6.4

22.6.5

22.6.6

22.7.

22.8.

22.9.

22.10.

[ 8 ]%

## 23. Failure to agree reviewed rent

23.1.

23.2.

23.3.

23.4.

23.5.

## 24. At the end of the lease

When this lease ends:

24.1. the Tenant must:

24.1.1

;

24.1.2

;

24.1.3 ( )

,

;

24.2.

[ 14 ]

,

.

24.3.

,

.

## 25. Other matters

25.1. , ,

.

25.2.

,

.

25.3.

,

,

.

25.4.

25.5.

25.6.

25.7.

25.8.

25.9.

25.10. [

.]

25.11.

It shall be deemed to have been delivered:



25.11.1 :

;

25.11.2

: 72 ;

25.11.3

-

- : 24

-

· [

-

·

,

]

25.12.

,

25.13.

·

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

: .....

Witness: signature:

Name:

Address:

Signed as a deed by or for the Tenant [name of signatory] (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.

## Schedule 2 (Draft) Security Deposit agreement

[ ] :

The Landlord: [name]  
of [address]

The Tenant: [name]  
of [address]

### Background:

A.

B.

### It is now agreed as follows:

#### 1. Definitions

“Call Down”

“Client Account”

“Default”

“Deposit”

“Referee”

“Sum Claimed”

## **2. Interpretation**

2.1

2.2

## **3. The Referee**

3.1

3.2

3.2.1

3.2.2

3.2.3

3.2.4 [ , ] .

3.2.5

3.3 , , ,

3.4 ,

3.5 ,

#### 4. The Deposit

4.1 €[ ] .

4.2 [ / ]

4.3

4.4 ,

#### 5. Calling down the Deposit

:

5.1

, ;

5.1.1

;

5.1.2

;

5.1.3

;

5.1.4

,

5.2

.

5.3

[ 14 ]

,

5.4

14

,

,

5.5

,

5.6

.

5.7

.

## 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



## **Schedule 3            Kitchen and Cooking Equipment**

*[List of kitchen and cooking equipment]*

# Explanatory notes:

## Restaurant 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, marital

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

#### 2. 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 for

3. 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 ( ),

#### 4. Agreement for lease

The procedure using an agreement for lease in a separate document is now rare. It is most simply to prepare the real lease document, sign and date it with the

## 5. 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

## 6. 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

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

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,

## **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,

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.

Rent: is generally calculated in € per square foot or € per square metre, but the calculation rarely appears in the lease. The landlord

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

## 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 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

## 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. 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

### **14. 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

### **15. 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,

### **16. The Security Deposit**

If you decide on a security deposit, we give

### **17. Insurance**



A current issue with insurance is where the insurer draws the line

**18. Access for Landlord**

Essential, but the tenant

**19. 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

## **20. 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

## **21. Forfeiture**

These provisions are usual.

## **22. 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 only rent review clauses which stated that the rent would remain the same or increase subject to a cap of 5% per annum. From February 28, 2010

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

We have provided

**23. 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

**24. At the end of the lease**

These provisions simply tie up loose ends.

If the tenant has fitted out the Premises for /

**25. Other matters**

Apart from the

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

### **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

### **Schedule 2      Security Deposit agreement**

We have provided

It is not appropriate to involve the referee as a

A security deposit is usually signed

**End of notes**