IE-PRIse14

Restaurant 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. 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. Default notice by Landlord
- 14. Assignment of the lease
- 15. Tenant indemnifies Landlord
- 16. The Security Deposit
- 17. Insurance
- 18. Access for Landlord
- 19. Guarantor
- 20. Provision for premature termination
- 21. Forfeiture
- 22. Rent review
- 23. Failure to agree reviewed rent
- 24. At the end of the lease
- 25. Other matters

Schedule 1: Rights reserved

Schedule 2: Draft Security Deposit agreement

Schedule 3: Kitchen and Cooking Equipment

The Landlord is: [name]

Of [address]

The Tenant is: [name]

Of [address]

The Guarantor is: [name]

Of [address]

Start date of lease: [date]

End date of lease: [date]

1. Definitions

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

"the Act" means Landlord and Tenant Act, 1967 ■ ■ ■ 1994

.

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

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

"Fixtures and Fittings" means all of the Landlord's fixtures and fittings

attached to the Premises

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

"Hazardous" has the meaning defined in the European

Community hazardous waste Directive 2008/ 98 / ■

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

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

"Kitchen and Cooking

Equipment"

means all of the fixed and loose equipment which constitutes the kitchen setup, the principal **■ ■ ■ ■**

"Landlord" includes the person or persons from time to time

entitled to possession of the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

"Lease Period"	means the total of the Term plus any extension or renewal, during which
"Plan"	means the plan of the Premises attached to this lease •••••••.
"Planning Act"	means the Planning and Development Act 2000 and all other acts ••••••••••••••••••••••••••••••••••••
"Premises"	means the land and buildings at [full address and post code] the boundaries and •••••••••••••••••••••••••••••••••••
"Rent"	means € [48,000] per year payable without any deduction, in advance, by [twelve equal monthly instalments of € [4,000], on the first day of each ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Rent Review Date"	means [date].
Rent Review Date" OR	means [date].
	means every [third] anniversary of the start date of the lease. A reference to the Rent
OR "Rent Review Date"	means every [third] anniversary of the start date of the lease. A reference to the Rent • • • • • • • • • • • • • • • • • • •
OR	means every [third] anniversary of the start date of the lease. A reference to the Rent
OR "Rent Review Date"	means every [third] anniversary of the start date of the lease. A reference to the Rent ••••••••••••••••••••••••••••••••••••
OR "Rent Review Date" "Security Deposit"	means every [third] anniversary of the start date of the lease. A reference to the Rent means the sum paid by the Tenant to the Landlord as a deposit against any breach means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the means any sign, poster or advertisement or other means any sign, poster or

cafe] or any other use to which the Landlord
consents (and the Landlord is \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
).

2. Interpretation

n this ■ .	lease the following matters apply unless
2.1.	Whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against ••••••••••••••••••••••••••••••••••••
2.2.	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.	References to a party include references to a person to whom those rights and obligations are transferred or pass as a result of a , , , , , , , , , , , , , , , , , ,
2.6.	The headings to the paragraphs of this lease • • • • • • • • • • • • • • • • • • •
2.7.	The schedules to this lease are part of the lease and \blacksquare
2.8.	All money sums mentioned in this lease are calculated net of VAT, which will be charged when E E E E E E E E E E E E E E E E E E E
2.9.	A reference to a right of the Landlord to have access to the Premises is to be construed as extending to any head landlord or mortgagee

	2.10.	a reference to "the last year of the Term" or to the "end of the Term" is a reference to • • • • • • • • • • • • • • • • • •
	2.11.	A reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that • • • • • • • • • • • • • • • • • • •
	2.12.	It is certified that there is no agreement for lease • • • • • • • • • • • • • • • • • • •
	2.13.	Nothing in this lease or in any consent granted by the Landlord under this lease implies that the
3.	Enti	re agreement
	3.1.	This lease contains the entire agreement between the parties and supersedes all
	3.2.	Each party acknowledges that, in entering into this lease, he does not rely on any representation, warranty, information or document or other term not forming part
].
	3.3.	Conditions, warranties or other terms implied by statute or common law are excluded from this
4.	The	lease
	4.1.	By this lease the Landlord lets and the Tenant takes the Premises for the Term at the Rent and subject
	4.2.	The Premises are let subject to all rights, easements, restrictions, covenants
	4.3.	The rights specified in Schedule 1 are expressly • • • • • • • • • • • • • • • • • • •

4.4.		ments which may be due by the Tenant to the Landlord from time shall
4.5.	•	so far as provided in this lease, the Landlord warrants that he interfere with Tenant's peaceful use .
Ren	t and	other payments
5.1.	The Te	nant 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)
		 .
5.2.	For eac	ch of the above payments, an appropriate ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.3.		nant shall also pay
	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.	•	nts to the Landlord shall be made by [direct debit / Internet / ■ ■

	5.5.	[Despite the above provisions, the • • • • • • • • • • • • • • • • • • •
6.	Fur	ther payments
	The ⁻	Tenant agrees = = = = = = = = = = = = = = = , =
	6.1.	all periodic rates and other taxes, relating to the Premises, including ■
	6.2.	all charges for services at the Premises to be paid promptly to •••• ••••••••••••••••••••••••••••••
	6.3.	the cost of the grant, renewal or continuation of
7.	Inte	erest
	dema	e payments to the Landlord referred to in this lease are payable on and and if any payment is more than [seven] [8
8.	Cor	ndition and repair
	In rel	ation to = = = = = = = = = = = = = = = = = =
	8.1.	use the Premises only for the Use Allowed;

8.2.	maintain the state and condition of the
	;
8.3.	employ only \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare ,
8.4.	decorate the inside [and the outside] of the Premises in every [third] year of the Term and in the last three • • • • • • • • • • • • • • • • • •
8.5.	[at least once in • • • • • • • • • • • • • • • • • •
8.6.	[keep any plate or safety glass in the Premises insured for •••••
8.7.	prevent damage to the Premises • • • • • • • • • • • • • • • • • •
8.8.	maintain and keep clean • • • • • • • • • • • • • • • • • • •
8.9.	clean, maintain and keep free from blockages • • • • • • • • • • • • • • • • • • •
Ten	ant's positive obligations
The T	enant agrees and undertakes that he will:
9.1.	give the Landlord a copy of
9.2.	provide a written notice to the selection of the selectio

	9.3.	immediately notify the Landlord of any encroachment on the Premises
	9.4.	assist the Landlord as far as reasonably possible, and
	9.5.	at all times care for,
	9.6.	conduct the business in a safe and •••••, ••••[
	9.7.	keep the \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	9.8.	comply with the terms of every law regulating
	9.9.	comply with all laws = = = = = = = = = = = = = = = = = = =
10.	Pos	
	NG2	trictions on Tenant
		enant = = = = = = = = = = = = = = = = = = =
	The T	
	The T	make any alteration to the Premises; in any circumstance do anything which might cause the
	The T 10.1. 10.2.	enant • • • • • • • • • • • • • • • • • • •
	The T 10.1. 10.2. 10.3.	make any alteration to the Premises; in any circumstance do anything which might cause the , , , , , , , , , , , , , , , , , , ,

10.6.	store or leave goods or detritus on
10.7.	fix to the Premises any pole • • • • • • • • • • • • • • • • • • •
10.8.	pour into any pipe or drain any trade waste or
40.0	
	bring onto the Premises • • • • • • • • • • • • • • • • • •
	remove or change = = = = = = = = = = = = = = = = = = =
10.11.	remove from the
	obstruct any window on the Premises; cause any nuisance or annoyance to
	;
10.14.	bring, keep or allow any animals to be • • • • • • • • • • • • • • • • • •
	play or use in the Premises any musical instrument, audio or other ■ ■
	;
10.16.	cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
10.17.	a a a a a a a a a a a a a a a a]. do anything which might a a a a a a a a a a a a a a a a a a a
	;

	10.18	. change any burglar • • • • • • • • • • • • • • • • • • •
	10.19	. change or install any locks and other
	10.20	use the Premises for any activity which is dangerous, offensive, noxious,
		••.
11.	Asb	estos and environmental obligations
	The p	rovisions in this
	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
	11.2.	The Tenant shall indemnify the Landlord against any obligation
	11.3.	Despite 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.	Sigr	s 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
4.	Ass	ignment 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 shall be a good reason for withholding consent that the financial status of the proposed
	14.6.	It is a good reason (among other good reasons)
		14.6.1 the proposed transferee is less likely to be able

	14.6.2	the Tenant owes money to the Landlord;
	14.6.3	there is no satisfactory guarantor of
14.7.		g consent, = = = = = = = = = = = = = = = = = = =
		the assignee shall not • • • • • • • • • • • • • • • • • • •
	14.7.1	
	14.7.2	the assignment shall impose an
		;
	14.7.3	the assignee shall enter into direct
14.8.	Within	four weeks after the Premises are assigned (or ■ ■ ■ ■), ■ ■ ■
Tena	ant inc	demnifies Landlord
The T	enant ag	grees to • • • • • • • • • • • • • • • • • •
•••	••••	:
15.1.	any act	, omission or negligence
	••••	□ ;
15.2.	any bre	each by
15.3.	any act	r, omission or negligence of the Tenant which ■ ■ ■ ■ ■ ■ ■ ■

16. The Security Deposit

The p	arties 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
Insu	rance
17.1.	"Insured Risks" means the risks of loss or damage by any naturally occurring event, fire, explosion, riot, terrorism, civil commotion,
	malicious damage, ••••••••••••••••••••••••••••••••••••
17.2.	A risk shall cease to be treated
	••••••••••
17.3.	The Landlord will keep the Premises (except the plate glass) insured

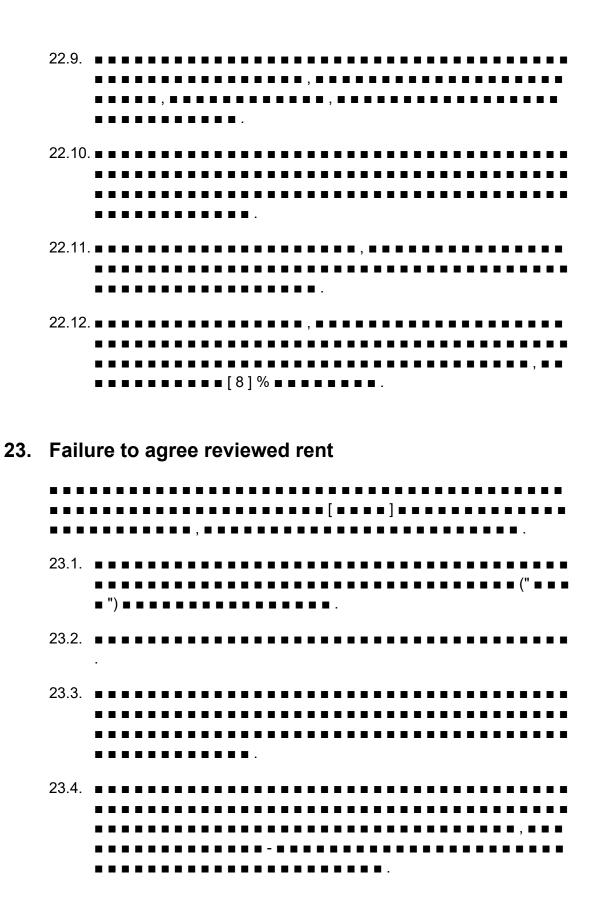
	, ■ ■ ■	,,
	••••	,
17.4.		age is caused to the Premises by an Insured Risk, the Landlord
17.5.		year, if the Tenant asks, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	••••	
17 G	Drovida	ad that the Tanant is not recognible for any demans for which
17.0.		ed that the Tenant is not responsible for any damage for which andlord is compensated under the insurance policy, then if ■ ■ ■
	••••	
	••.	
17.7.	lf, withi	n one year from the date of the damage, either party is of the ■
	••••	
17.8.	If eithe	r party = = = = = = = = = = = = = = = = = = =
	••••	ı:
	17.8.1	the lease ends on expiry of the notice;
	17.8.2	the insurance money belongs to the Landlord;
	17.8.3	the Landlord's obligation to make good damage ceases;
	17.8.4	all other provisions shall apply as
Acc	ess fo	or Landlord
The T	enant 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.	at any time during the last six months of the
18.5.	to show the interior and •••••;
18.6.	to value the Premises;
18.7.	to inspect, clean or repair neighbouring
Condi	tions for access for the Landlord are:
18.8.	the Landlord must • • • • • • • • • • • • • • • • • • •
18.9.	each visit must • • • • • • • • • • • • • • • • • • •
18.10	. the Landlord must promptly make good
Gua	rantor
The G	Guarantor agrees:
19.1.	that his obligations are made to the Landlord for
19.2.	that his • • • • • • • • • • • • • • • • ;
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 • • • • • • • • • • • • • • • • • • •
	19.6.	to use his best endeavours to
	19.7.	the Guarantor shall be liable for all expense relating to •••••••••••••••••••••••••••••••••••
20.	Prov	vision 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.	Forf	eiture
	21.1.	The Landlord may •••••••••••••••••••••••••••••••••••
		21.1.1 any Rent or payment treated as • • • • • • • • • • • • • • • • • •

		21.1.2	the Tenant or the Guarantor is in • • • • • • • • • • • • • • • • • •
		21.1.3	the Tenant or the Guarantor, if an individual (
		21.1.4	the Tenant or the Guarantor, if a company,
		21.1.5	the Tenant enters
		21.1.6	21
	21.2.	::::	
22.	Ren	t revie	?W
	22.1.		
	22.2.		
	22.3.		
	OR		·
	22.4.		

22.5.	,	
		ı
OR		
22 6		
22.0.		
OR		
22.7.	,	
22.8		
22.0.		
	22.8.1	
	,	
	22.8.2 the Premises are vacant;	
	22.8.3 the Premises can immediately be used;	
	22.8.4	
	;	
	22.8.5	
		1
		-



23.5.

24. At the end of the lease

24.1. When this lease ends, the Tenant must:

			 	 		:	
	 	 	 	 	 	 	•
24.1.1		 	 	 	 ••	 	

24.1.2



24.2.

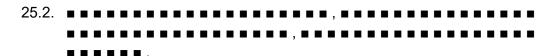
24.3.

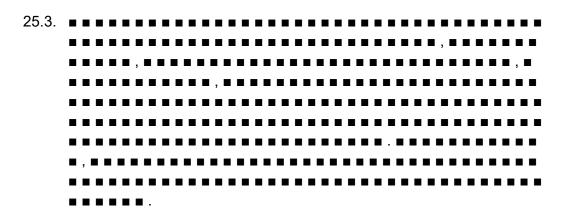
24.4.

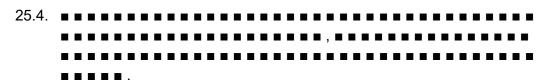
24.5.

25. Other matters

25.1.		 	







- 25.5.
- 25.6.
- 25.7.

25.8. ■■■■■	
	,
•••••	*********
25.9. [■■■■	
25.10. ■ ■ ■ ■	
	••••• [72]
•••••	
25.11. ■ ■ ■ ■	
	,
25.12. ■ ■ ■ ■	
•••••	■■■.
	of the named parties by their representatives who personally roper authorisation by their respective employer or principal to ent.
	,
•••••	
[Name]:	
Witness:	signature:
Name:	
Address:	

	,	,
[Name]:		
••••:		
Witness:	signature:	
Name:		
Address:		
• • • • • • • • • • • • • • • • • • • •	[••••]
Witness:	signature:	
Name:		
Address:		

Schedule 1: rights expressly reserved

1.	•••	-		•					•		= 1					•					•		•	-	- 1	•	- 1				•	
	. ,																			•				- 1	= 1		- 1		▮,	-	- 1	•
2.	•••																			•				-	-		- 1		. =	J =	-	
3.			•		• •	•	• •		•	-	=		•		•	•	-	, .	•	•	-	-	•		-		-		•		-	•
4.	•••	١.																														
_	•••	- 1	• •	■ ,	. =		•		• 1	•	•	ı =	•		= 1	•	• •	•	=		=	• •	• •			•		•				
5.	::		• •	-				•	•		= !	•						- 1					•	= !	= 1	•	- 1			•	•	
6.	•																															
			• • • , !	•		•		•	•	•		•	•	-	-	•	•	•	-	•	-	-	•				- ·				-	,
														•				- 1		•				-	-				. =	J =		

Schedule 2: (Draft) Security Deposit agreement										
	[]:									
The Landlord:	[name]									
Of	[address]									
The Tenant:	[name]									
Of	[address]									
Background:										
В.										
It is now agreed as fol	lows:									
1. Definitions										
	:									
"Call Down"										
"Client Account"										
"Default"										
"Deposit"										

	"Leas	e"	1	• • •							•••		• •		• •	•		•	•	• •
	"Refe	ree"	1		•••	•				 			• •	= 1	•				• •	•
	"Sum	Claime	I	•••								I ■ 1	• •		• •	•		•	- 1	• •
2.	Inte	rpreta	ation	1																
	2.1.	••••	• • • •	•	• • •		::			••				•	• •	•		•	• •	• •
	2.2.						••				••	=	• •	= 1	• •	-		•		• •
3.	The	Refe	ree																	
	3.1.		• • • •	• • •	• • •		••	, ■												
	3.2.		• • • •	■ ■ :																
		3.2.1	, ■ ■			••				•			•		•		•		• •	
		3.2.2					-	-	•			•		-					- 1	

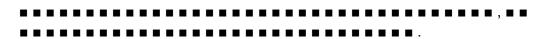
		3.2.3			 				
		3.2.4	•					,	
		3.2.5							
	3.3.	::::			 		, ■ ■ ■		•••••
	3.4.							,	
	3.5.				 				
4.	The	Depo	sit						
	4.1.				 	• • • •	■ ■ € []	.
	4.2.	••••		••••				_	
	4.3.						••••		
	4.4.								

5. Calling down the Deposit

• • :	••••	•••	•••	•••		-		• • •		• • •	•		••	
5.1.														
			■,■										■:	
	5.1.1		• • •										• • •	-
	5.1.2						•	, ■ ■			■ ,			• •
	5.1.3								• • •				■,■	
	5.1.4													
		•••			• • •	• • •			• • •	••			• • .	
5.2.												• • •	• • •	•
5.3.												41∎		.
											_	-		
5.4.				, = = :						ı∎,ı				
							••		• • •	••		• • •		••
	••••													
5.5.	••••													• •
5.6.										••				
		• • • •				•••				••		• • •		•







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

Explanatory notes:

Restaurant lease agreement

General notes

1. Background law

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

Other legal issues that might come up from time to time include tax i.e., Capital Gains Tax, Capital Acquisition Tax and Value Added Tax. This document has been drawn for leases under five years and it is also called short term lease. If landlord renews the tenancy after the expiry of short term then the lease will be automatically qualified as long term lease. In the case of leases that are created for less than five years, there is no automatic right of renewal at the end of the term and a common lease for say four years and nine months, ensures that the landlord can take vacant possession at the end of

2. What to delete

3. Agreement for lease

rare. (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						
Signii	ng						
docun best p	Legal draftsmen have always provided for signature at the end of the document. However, it is always easy to change a page fraudulently. Today, best practice for an important document is to sign were shown and for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
What	to give your tenant						
	you have edited this document, you will send it to your proposed t. He may reasonably ask you to give him I I I I I I I I I I I I I I I I I I						
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 ■						
\ A /lo =4							
	to take up on completion						
When	you meet to complete, you should expect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :						
6.1.	The counterpart lease: that is to say the copy signed by the tenant. (He						
6.2.	Any capital money paid to you as a premium • • • • • • • • ;						

Paragraph specific notes:

Notes referable to specific numbered paragraphs

1. Definitions

6.3.

4.

5.

6.

The rent, apportioned to the next \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare ;

not defined terms. For example, in this document, the word "lease" is not a defined term. However, in the
Conduit is an ancient word for a pipe. In law it has a wider meaning, to include pipes, wires and anything which carries
Hazardous: has a special meaning. Briefly, it describes many substances which could cause harm in many ways, from ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Insurance rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term.
Lease Period: see note on guarantor.
Plan: substitute some alternative word 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 ADDER OF SCHOOL
A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a
A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the premises are in excellent condition, the landlord will benefit most from photographs. If the premises are in poor condition, then it is the tenant who
Security deposit: whether you decide to take a security deposit or not is for your choice. Once decided, you have the option of using the formal agreement or simply placing the deposit
Term: How many years for the lease? We have provided in this lease for any period of less than five years. If you five years or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Use allowed: When a rent review comes up, the landlord will claim rent based on the open market value for the "Use Allowed". The question of user is of course more important in longer leases where the use is much more likely to change over time. It is a mistake for the landlord to fix the use paragraph narrowly - perhaps with the thought that if the landlord needs to change the ■
The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market. Clearly, that market rent will be highest when the property can be used for many uses and lowest, when the use is restricted to a single, low value use. A landlord should therefore think
Interpretation
Leave these items in place unless there is a good reason to edit or remove. Each of them
Entire agreement
This paragraph prevents a party from later saying he was relying on some other document or website or what was said. If other documents are to be relied on, let
••••••
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 " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

3.

	This paragraph also contains the usual landlord's warranty for " ■ ■ ■ ■ ■ ■ ■ ■ .
5.	Rent and other payments
	This paragraph contains detailed commercial terms.
	Rent: is generally calculated in €s per square foot or €s per square metre, but the calculation rarely appears in the lease. The ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	Important: the last sub-paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and
6.	Further payments
	We have no comment.
7.	Interest
	This provision crystalises the landlord's entitlement when otherwise ■ ■ ■ ■ ■
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,
	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 ■ ■ ■
	•.

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
10.	Restrictions on Tenant
	Here is a long menu
	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 affects the use or enjoyment of adjacent or neighbouring premises of the landlord,
	Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is
	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
14.	When a tenant no longer requires property, he will have to transfer it to some
	other person in order to avoid the continuing obligation to pay the rent. ■ ■ ■
	If you consider our proposed draft to be too favourable to a tenant, that is because this

Tenant indemnifies Landlord

	Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However,
16.	The Security Deposit
	If you decide on a security deposit, we give
17.	Insurance
	A current issue with insurance
	The landlord should be sure that he
18.	Access for Landlord
	Essential, but the tenant
19.	Guarantor
	The words have been chosen very carefully for an
	•••.
	Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal

••••••								
In order to remove the obligation of the guarantor for any period after the end of the ••••, •••••••••••••••••••••••••••••••								
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								
Forfeiture								
These provisions are usual.								
Rent review								
The usual period for a short lease								
We provide for four clear alternatives:								
• the rent is								
• the rent = = = = = = = = = = = = = = = = = = =								
• the rent = = = = = = = = = = = = = = = = = = =								

21.

22.

 \blacksquare \blacksquare \blacksquare \blacksquare , \blacksquare \blacksquare \blacksquare

• the ••••••••••••••••••••••••••••••••••
The purpose of a rent review is to bring the rent into line with rents ■ ■ ■ ■ ■
••••••
Many older leases provide for "upwards only" review. When rents are falling, this prejudices a tenant. However, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
•••••
We have provided a step by step procedure to make the process as simple
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,
The provision for the person appointed to act as expert and not as arbitrator is

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 , , , , , , , , , , , , , , , , , ,							
Sched	dule 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							
	.,							
Sched	dule 2 Security Deposit agreement							
	We have provided • • • • • • • , • • • • • • • • • • •							
	It is not appropriate to involve the referee as a • • • • • • • • • • • • • • • • •							
	There is no reason in law why the landlord should not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■							
	=).							
	- /·							

A security	deposit	is usually	/ signed		 	

End of notes