IE-PRlse15

Business lease: shop in parade

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

Contents

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

Schedule 1: The Service Charge
Schedule 2: Rights reserved
Schedule 3: Draft security deposit agreement

The Landlord is:	[name]
Of	[address]
The Tenant is:	[name]
Of	[address]
The Guarantor is:	[name]
Of	[address]
Start date of lease:	[date]
End date of lease:	[date]

1. Definitions

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

"Plan"	means the plans of the Parade and the Premises attached to this ■ .
"Planning Act"	means the Planning and Development Act 2000 and all other acts ■ .
"Premises"	means [the ground, first and second floor premises] at [full address and post code] the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

2. Interpretation

In 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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

5. Landlord's warranties

The Landlord warrants that:

5.1. there is no dispute with any party ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

5.2. the Premises are supplied with mains services of water, ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

5.3. there is no order by any governmental authority which could prevent or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

7. Responsibility for others

7.1. The Tenant accepts that he is liable to the Landlord for compliance with all the provisions of this lease and for any breach by any person whether ■ ■ ■

8.3.3 preparing and serving a notice of a breach of the Tenant's obligations, even if forfeiture ■ ■ ■

[redacted], [redacted].

11. Condition and repair

In relation to [redacted]:

11.1. use the Premises only for the Use Allowed;

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

11.3. employ only [redacted],

11.4. 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]];

11.5. [at least once in [redacted], [redacted], [redacted];]

11.6. [keep any plate or safety glass in the Premises insured for [redacted]; [redacted], [redacted];]

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

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

11.9. keep the [redacted];

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

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12. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

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

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

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

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

12.5. keep the [redacted] .

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

12.7. comply with all laws [redacted] .

13. Restrictions on Tenant

The Tenant [redacted] :

13.1. make any alteration to the Premises;

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

13.3. sleep overnight on the [redacted] ;

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13.4. apply for planning permission relating to the ■ ■ ■

[redacted]].

13.17. do anything which might [redacted] ;

13.18. change any burglar [redacted] ;

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

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

14. Asbestos and environmental obligations

The provisions in this [redacted] .

14.1. Despite any other provisions in this lease, the Tenant shall bear no responsibility (whether directly or via the obligation to pay any other sums under this Lease) or liability [redacted] , [redacted] , [redacted] ([redacted]) [redacted] .

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

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

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

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

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

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

15. Signs and advertisements

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

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

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

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

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16. Goods and vehicles

The Tenant agrees that he will not:

16.1. park any vehicle except ■■■

18.2. The Tenant may not assign [redacted].

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

18.4. The Landlord may not [redacted].

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

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

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

18.6.2 the Tenant owes money to the Landlord;

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

18.7. the proposed use of the Premises by the proposed Assignee upsets the balance [redacted].

18.8. In giving consent, [redacted]:

18.8.1 the assignee shall not [redacted].

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18.8.2 the assignment shall impose an [redacted] ;

18.8.3 the assignee shall enter into direct [redacted] .

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

19. Tenant indemnifies Landlord

The Tenant agrees to [redacted] :

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

19.2. any breach by [redacted] ;

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

20. The Security Deposit

The parties acknowledge that [redacted] .

OR

20.1. Landlord holds deposit.

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

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

20.4. If the [redacted]:

20.4.1 he will tell [redacted];

20.4.2 the rights or [redacted].

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

21. Insurance

21.1. "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].

21.2. A risk shall cease to be treated [redacted].

21.3. The Landlord will keep the Premises (except the plate glass) insured [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

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

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

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

21.7. If, within one year from the date of the damage, either party is of the [redacted], [redacted] [[redacted]] [redacted].

21.8. If either party [redacted], [redacted]:

21.8.1 the lease ends on expiry of the notice;

21.8.2 the insurance money belongs to the Landlord;

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

21.8.4 all other provisions shall apply as [redacted], [redacted].

22. Access for Landlord

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

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

22.2. to do works [redacted];

22.3. to comply with any statutory obligation;

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22.4. at any time during the last six months of the [redacted] ;

22.5. to show the interior and [redacted] ;

22.6. to value the Premises;

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

Conditions for access for the Landlord are:

22.8. the Landlord must [redacted] ;

22.9. each visit must [redacted] ;

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

23. Guarantor

The Guarantor agrees:

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

23.2. that his [redacted] ;

23.3. that any variation to the terms of [redacted] .

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

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23.5. to make payment under this indemnity to the Landlord ■ ■ ■

■ ■ ■

26.6. From the Rent Review Date, the [redacted].

OR

26.7. From the Rent Review Date, the [redacted].

26.8. The market rent is the rent which a willing tenant would pay for the Premises on the open market, [redacted]:

26.8.1 the willing tenant takes account of any likelihood that he would be [redacted];

26.8.2 the Premises are vacant;

26.8.3 the Premises can immediately be used;

26.8.4 the Premises are in the condition required [redacted];

26.8.5 the Tenant has done nothing to the Premises to [redacted].

26.8.6 no payment or allowance [redacted].

26.9. If the Landlord and the Tenant agree the amount of [redacted].

26.10. The Tenant is to continue to pay Rent at [redacted].

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26.11. Starting on that rent day, the ■■■

28.1.2 give up [redacted];

28.1.3 (if the Landlord so requires) remove anything [redacted];

28.2. The obligations of the Tenant to return the Premises to the Landlord in the state and condition in [redacted] - [redacted].

28.3. So far as the Premises or any fixture or fitting within them is of artistic or historic merit, the level of re-[redacted]. [redacted], [redacted] - [redacted]. [redacted].

28.4. The Landlord will return the Security Deposit to the Tenant after deduction of any money due to the Landlord within [14 days] [redacted]. [redacted], [redacted].

28.5. The Tenant may not use the Security Deposit as [redacted], [redacted].

29. Other matters

29.1. No amendment or variation to this lease [redacted], [redacted].

29.2. So far as any time, [redacted], [redacted].

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29.3. If any term or provision of this lease is at any time held to be void, invalid or unenforceable, then it shall be treated as removed, [redacted].

29.4. [redacted].

29.5. [redacted].

29.6. [redacted].

29.7. [redacted].

29.8. [redacted].

29.9. [[redacted]].

29.10. [redacted] [72] [redacted] [24] [redacted].

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29.11. ■■■

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

■■■■: . . . . . .

Witness: signature:

Name:

Address:

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Schedule 1: the Service Charge and Services

1. Definitions

[redacted].

"Accountant"	[redacted]
“Accounts”	[redacted].
“Building”	[redacted].
“Common Parts”	[redacted], [redacted]: [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].
“Fair Proportion”	[redacted], [redacted].
“Financial Year”	[redacted].
“Other Let Premises”	[redacted].
“Plant”	[redacted], [redacted], [redacted], [redacted], [redacted], [redacted]

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[redacted].

“Service Charge” [redacted].

“Surveyor" [redacted].

“Total Cost of Services” [redacted], [redacted], [redacted], [redacted], [redacted].

“Unlet Space” [redacted], [redacted], [redacted].

2. The amount payable

2.1. [redacted].

2.2. [redacted], [redacted].

2.3. [redacted]. [redacted] - [redacted] - [redacted].

2.3.1 [redacted].

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2.3.2 [redacted], [redacted].

2.4. [redacted].

2.5. [redacted], [redacted].

2.6. [redacted], [redacted].

3. The Services which constitute the charge

The Services are:

3.1. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted];

3.2. [redacted], [redacted];

3.3. [redacted], [redacted];

3.4. [redacted], [redacted], [redacted];

3.5. placing and running maintenance contracts for the Services;

3.6. [redacted], [redacted];

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3.7. [redacted], [redacted];

3.8. cleaning the windows and other glass;

3.9. [redacted], [redacted], [redacted];

3.10. [redacted], [redacted], [redacted];

3.11. [redacted], [redacted] [[redacted]];

3.12. [redacted];

3.13. [redacted]. [redacted];

3.14. [redacted], [redacted].

4. Services and payments excluded from the Service charge

[redacted], [redacted]:

4.1. [redacted];

4.2. [redacted];

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4.3. [redacted];

4.4. [redacted];

4.5. [redacted];

4.6. [redacted].

5. Service charge accounts

5.1. [redacted], [redacted].

5.2. [redacted].

5.3. [redacted].

5.4. [redacted], [redacted].

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

5.6. [redacted]

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[redacted].

5.7. [redacted].

5.8. [redacted].

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Schedule 2: 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].

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Schedule 3: (Draft) Security Deposit agreement

■■■■■■■■■■■■■■■■■ [■■■■]■■■■■■■■■■■■■:

The Landlord: [name]

Of [address]

The Tenant: [name]

Of [address]

Background:

A. ■■■■■■■■■■■■■■■■■

.

"Lease" [redacted].

“Referee” [redacted], [redacted].

“Sum Claimed” [redacted].

2. Interpretation

2.1. [redacted].

2.2. [redacted].

3. The Referee

3.1. [redacted], [redacted].

3.2. [redacted]:

3.2.1 [redacted], [redacted].

3.2.2 [redacted], [redacted].

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3.2.3 [redacted], [redacted].

3.2.4 [[redacted], [redacted]].

3.2.5 [redacted].

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

3.2.7 [redacted], [redacted].

3.3. [redacted], [redacted].

4. The Deposit

4.1. [redacted] € [redacted].

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

4.3. [redacted].

4.4. [redacted], [redacted]

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[redacted].

5. Calling down the Deposit

[redacted]:

5.1. [redacted], [redacted]:

5.1.1 [redacted];

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

5.1.3 [redacted], [redacted];

5.1.4 [redacted], [redacted].

5.2. [redacted].

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

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

5.5. [redacted], [redacted].

5.6. [redacted].

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5.7. [redacted].

6. Topping up the Deposit

[redacted], [redacted].

[redacted] / [redacted].

For, and on behalf of Landlord

print name

For, and on behalf of Tenant

print name

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Explanatory notes:

Business lease: shop in parade

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, ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■

3. 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ .

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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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

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].

6. 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].

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 landlord's warranty for "[redacted]". [redacted].

7. Responsibility for others

These points are usually lost among a long list of other matters. We have separated it so as to be more prominent [redacted] "[redacted] - [redacted]" [redacted].

8. Rent and other payments

This paragraph contains detailed commercial terms. [redacted].

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

9. Further payments

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We have no comment.

10. Interest

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

11. 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].

Generally, you should make sure this paragraph ties in with [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].

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

12. 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].

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

13. Restrictions on Tenant

Here is a long menu [redacted].

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

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

If the tenant wants to change your building in any way, asbestos may be uncovered and the statutory provisions [redacted]. [redacted]?

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

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

Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is [redacted]. [redacted], [redacted].

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

16. Goods and vehicles

Land around a building is often forgotten in lease provisions. Consider what is the land use and state of it. It is important to the landlord to maintain the amenity of [redacted]: [redacted].

17. Default notice by Landlord

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

18. Assignment of the lease

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent. [redacted], [redacted].

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

19. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However, [redacted], [redacted]. [redacted].

20. The Security Deposit

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

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[redacted]
.

21. Insurance

A current issue with insurance [redacted] , [redacted] , [redacted] .

The landlord should be sure that he [redacted] .

22. Access for Landlord

Essential, but the tenant [redacted] .

23. Guarantor

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

In order to remove the obligation of the guarantor for any period after the end of the [redacted] , [redacted] " [redacted] " [redacted] " [redacted] " [redacted] . [redacted]

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[redacted].

24. 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].

25. Forfeiture

These provisions are usual.

26. Rent review

The usual period for a short lease [redacted].

We provide for four clear alternatives:

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

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

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

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

27. 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].

28. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises for [redacted] / [redacted], [redacted].

29. Other matters

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Apart from the [redacted], [redacted].

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

Schedule 1 The Service Charge

Service charges are probably the area providing most frequent litigation. The tenant fears [redacted], [redacted] ([redacted]) [redacted].

Another reason for distrust is that the landlord sets [redacted]. [redacted], [redacted].

The way out of this bind is to think through every aspect of [redacted]. [redacted], [redacted]. [redacted], [redacted].

Our provision is drawn for an office situation. [redacted]. [redacted]. [redacted], [redacted].

Case law requires [redacted] "[redacted]".

Schedule 2 Rights reserved

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

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[redacted].

Schedule 3 Security Deposit agreement

We have provided [redacted], [redacted].

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

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

A security deposit is usually signed [redacted]. [redacted]. [redacted].

End of notes

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