

## Lock up shop lease agreement

**Date of lease:** [Date]

**The Landlord:** [Name]

**The Tenant:** [Name]

**Lease of:** [property address]

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Schedule 1: Rights reserved

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

## 1. Definitions

[illegible]

“the Act” means Landlord and Tenant Act, 1967

"Conduit" means any medium through which a ■■■■■  
■■■■■.

"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 the Landlord .

[illegible]

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

"Plan" means all of the plans of the Premises attached to  
■■  
■■■.



## 2. Interpretation

In this lease the following matters apply unless ■■■■■■■■■■■■■■■■■■■■■■  
 ■ .

- [illegible]



## 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 ■■■■■■■■■■■■■■■■■■■■■■;
- 5.4. he is aware of no contractual obligation or legal right which could ■■■■■■■■■■■■■■■■■■■■■■.

## 6. The lease

- 6.1. By this lease the Landlord lets and the Tenant takes the Premises for the Term at the Rent and subject ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■.
- 6.2. The Premises are let subject to all rights, easements, restrictions, covenants ■■■■■■■■■■■■■■■■■■■■■■.
- 6.3. The rights specified in Schedule 1 are expressly ■■■■■■■■■■■■■■ ■■■■■■.
- 6.4. All payments which may be due by the Tenant to the Landlord from time to time shall ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■.
- 6.5. Except so far as provided in this lease, the Landlord warrants that he will not interfere with Tenant's peaceful use ■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■.

## 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 ■■■■■■■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■■■.

- [illegible]

- [illegible]

## 8. Rent and other payments

- 8.1. The Tenant shall pay to the Landlord:
- 8.1.1 the Rent;
- 8.1.2 the Insurance Rent;
- 8.1.3 a fair proportion (decided by a surveyor nominated by the Landlord) of the cost of repairing maintaining and cleaning party walls, party structures, yards, gardens, ■■■■, ■■■■, ■■■■, ■■■■; ;
- 8.2. For each of the above payments, an appropriate apportionment shall be made for the period from now until ■■■■ ■■■■.
- 8.3. The Tenant shall also pay to the Landlord all costs, including ■■■■ ■■■■, ■■■■ :
- 8.3.1 any works to the Premises which the Landlord undertakes as a ■■■■ ;
- 8.3.2 dealing with any application by the Tenant for consent or approval, ■■■■ ;
- 8.3.3 preparing and serving a notice of a breach of the Tenant's obligations, even if forfeiture ■■■■ ■■■■ ;
- 8.3.4 preparing and serving a schedule of dilapidations either during the Lease Period ■■■■ ■■■■ ;
- 8.4. Payments to the Landlord shall be made by [direct debit / Internet / ■■■■ ■■■■ / ■■■■] ■■■■

- [illegible]

- 8.3. The Tenant shall also pay to the Landlord all costs, including ■■■■ ■■■, ■■■■■■■■■■■■■■■■■■■■■■:

- 8.3.1 any works to the Premises which the Landlord undertakes as a  
 ■■;

- 8.3.2** dealing with any application by the Tenant for consent or approval, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■;

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

- 8.3.4 preparing and serving a schedule of dilapidations either during  
the Lease Period ■  
■ ■ ■ ■ ■ ;

- 8.4. Payments to the Landlord shall be made by [direct debit / Internet / ■ ■  
■ ■ ■ ■ ■ / ■ ■ ■ ■ ] ■



- 8.5. [Despite the above provisions, the \_\_\_\_\_  
\_\_\_\_\_ [ \_\_\_\_\_ ] \_\_\_\_\_ [ \_\_\_\_\_  
/ \_\_\_\_\_ ].

## 9. Further Payments

The Tenant agrees \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_ :

- [illegible]

## 10. 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 % \_\_\_\_\_ ]. \_\_\_\_\_  
\_\_\_\_\_ , \_\_\_\_\_  
\_\_\_\_\_.

## 11. Condition and repair

[illegible]

- 11.1. use the Premises only for the Use Allowed;

- [illegible]

## 12. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

- 12.1. give the Landlord a copy of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;
- 12.2. provide a written notice to the \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_.
- 12.3. immediately notify the Landlord of any encroachment on the Premises  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- 12.4. assist the Landlord as far as reasonably possible, and
- 12.5. keep the
- 12.6. comply with the terms of every law regulating
- 12.7. comply with all laws

### 13. Restrictions on Tenant

[illegible]

- [illegible]

- [illegible]

## 14. Asbestos and environmental obligations

[illegible]

- 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] [REDACTED] ) [REDACTED].

- [illegible]

- 14.3. Despite the foregoing provisions of this paragraph and all ■■■■■■  
 ■■■■■■, ■■■■■■  
 ■■■■■■, ■■■■■■  
 ■■■■:

- [illegible]

- [illegible]

- 14.3.3 in any circumstance when the Landlord has an obligation in respect of the Premises, the Landlord shall not be liable for any loss or damage to the Tenant's goods or contents of the Premises, whether such loss or damage is caused by fire, theft, flood, or any other cause, and whether or not the Landlord is negligent in any respect.

14.3.4 the Landlord shall in no circumstances be responsible for damage caused to \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

## 15. Signs and advertisements

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

[illegible]

15.3. The Landlord may approve any Sign subject ■■■■■■■■■■  
■■■■, ■■■■, ■■■■, ■■■■, ■■■■, ■■■■■■■■■■.

[illegible]

## 16. Default notice by Landlord

[illegible]

16.2. If the Tenant fails to remedy the default within seven \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.

## 17. Assignment of the lease

- 17.1. Except as specified in this lease, \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_.
- 17.2. The Tenant may not assign \_\_\_\_\_.
- 17.3. The Tenant may assign or transfer his interest \_\_\_\_\_,  
\_\_\_\_\_.
- 17.4. The Landlord may not \_\_\_\_\_.
- 17.5. It shall be a good reason for withholding consent that the financial  
status of the proposed \_\_\_\_\_,  
\_\_\_\_\_.
- 17.6. It is a good reason (among other good reasons) \_\_\_\_\_:  
\_\_\_\_\_:
- 17.6.1 the proposed transferee is less likely to be able \_\_\_\_\_  
\_\_\_\_\_/ \_\_\_\_\_  
\_\_\_\_\_;
- 17.6.2 the Tenant owes money to the Landlord;
- 17.6.3 there is no satisfactory guarantor of \_\_\_\_\_  
\_\_\_\_\_( \_\_\_\_\_ ) \_\_\_\_\_.
- 17.7. In giving consent, \_\_\_\_\_:
- 17.7.1 the assignee shall not \_\_\_\_\_.















OR

[illegible]

25.8.2 the Premises are vacant;

25.8.3 the Premises can immediately be used;

[illegible]

**25.8.6**









## 28. Other matters

[illegible][illegible]

28.5. 

28.6.  .

[illegible]

[illegible]

**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.

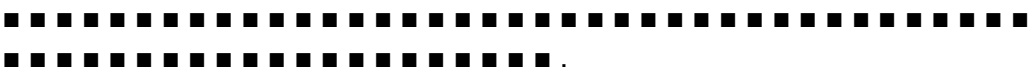
[Name]:

■ ■ ■ ■ :

.....



## Schedule 1: rights expressly reserved

1. 
2. 
3. 
4. 
5. 
6. 

## Schedule 2: (Draft) Security Deposit agreement

$$\mathbf{A} = \begin{bmatrix} a_{11} & a_{12} & a_{13} & a_{14} \\ a_{21} & a_{22} & a_{23} & a_{24} \\ a_{31} & a_{32} & a_{33} & a_{34} \\ a_{41} & a_{42} & a_{43} & a_{44} \end{bmatrix}$$


**The Landlord:** [name]


of [address]

**The Tenant:** [name]

of [address]

## Background:

A. 

B. 

**It is now agreed as follows:**

## 1. Definitions

....., .....

..... :

[illegible][illegible][illegible]





## 5. Calling down the Deposit



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
```

### Explanatory notes:

## Lock up shop 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



## 5. 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 ■■■■■■■■■■  
■■■■■■■■■■.

- [illegible]

## 6. What 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 ██████████;
- 6.3. 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



.....  
 ..... , .....  
 .....

[illegible]

## 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 website or what was said. If other documents are to be relied on, let \_\_\_\_\_ , \_\_\_\_\_  
\_\_\_\_\_. \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_.

#### 4. Tenant's warranties for authority

[illegible]

The term also binds the signatory. It would be a very careless ■■■■■  
■■■■■  
■■■■■.

## 5. Landlord's warranties

[illegible]

## 6. The lease

[illegible][illegible]

## 7. Responsibility for others

[illegible]

## 8. Rent and other payments

[illegible][illegible]

## 9. Further payments

We have no comment

## 10. Interest

[illegible]

## 11. Condition and repair

[illegible][illegible]

[illegible][illegible][illegible]

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 ■■■■■■■■■■. ■■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■.

[illegible]







These provisions are usual.

## 25. Rent review

We provide for four clear alternatives:

- the rent is ██████████  
██████████.
- the rent ██████████  
██████, █████
- the rent ██████████  
██████, █████
- the ██████████.

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

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

We have provided a step by step procedure to make the process as simple as possible. The procedure is as follows: 1. The first step is to identify the problem. 2. The second step is to define the objectives. 3. The third step is to develop a plan. 4. The fourth step is to implement the plan. 5. The fifth step is to evaluate the results. 6. The sixth step is to make adjustments. 7. The seventh step is to document the process. 8. The eighth step is to review the process. 9. The ninth step is to improve the process. 10. The tenth step is to maintain the process.

## 26. Failure to agree reviewed rent

[illegible]

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

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

These provisions simply tie up loose ends.

## 28. Other matters

[illegible]

## 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

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[illegible]

## End of notes