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

Schedule 1: Rights reserved

Schedule 2: 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

"the Act" means Landlord and $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare = 1967 \blacksquare \blacksquare \blacksquare$

1994 .

"Conduit" means any medium through which a

means and through throu

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"Hazardous" has the meaning defined in the European

Community hazardous waste Directive 2008 / 98 /

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

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

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

"Lease Period" means the total of the Term plus any extension or

renewal, during = = = = = = = = = = = = = = =

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

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"Planning Act"	means the Planning and Development Act 2000 and all
"Premises"	means the land and buildings at [full address and post code] the
"Rent"	means [€48,000] payable without any deduction, in advance, by [twelve equal monthly instalments of €4,000, on the first day of each ■ ■ ■ / ■ ■ ■ [■ ■ ■ / ■ ■ ■].
"Rent Review Date"	means every [third] anniversary of the start date of the lease. A reference to •••••••••••••••••••••••••••••••••••
OR	
"Rent Review Date"	■■■ [■■■].
"Security Deposit"	means the sum paid by the Tenant to the Landlord as a deposit against any
"Sign"	means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of
"Term"	means a term of [number] \blacksquare
"Use Allowed"	means: [use as a retail shop / professional offices] or any other use to which the Landlord consents (and the Landlord • • • • • • • • • • • • • • • • • • •

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 • • • • • • • • • • • • • • • • • • •
2.2.	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
2.8.	All money sums mentioned in this lease are calculated net of VAT, which will be charged when ••••••••••••••••••••••••••••••••••••
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

		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.	Tena	ant's warranties for authority
	The si	ignatory to this lease, for himself and for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	4.1.	[he / the Tenant] has all necessary authority • • • • • • • • • • • • • • • • • • •
	4.2.	he has no reason to doubt [his ability / the ability of the Tenant] to pay all sums ••••••••••••••••••••••••••••••••••
	4.3.	no person, nor governmental authority, has any right or claim which could prevent the Tenant at any , , , , , , , , , , , , , , , , , ,

2.11. A reference to a specific statute includes any statutory extension or

5. Landlord's warranties

	The L	andlord 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.	Res	ponsibility for others
	7.1.	The Tenant accepts that he is liable to the Landlord for compliance wit all the provisions of this lease and for any breach by any person whether

7.2.	A promise by the Tenant not to do something also implies that the Tenant will not •••••••••••••••••••••••••••••••••••	
7.3.	by any	Tenant asks the Landlord for consent to some action or activity person, and the Landlord agrees, the Tenant remains entirely or compliance
Ren	t and	other payments
8.1.	The Te	enant 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.	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.	Payme	ents to the Landlord shall be made by [direct debit / Internet / ■ ■

	8.5.	[Despite the above provisions, the
9.	Fur	ther Payments
	The 1	「enant agrees ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■
	9.1.	all periodic rates and other taxes, relating to the Premises, including ■
	9.2.	all charges for services at the Premises to be paid promptly to •••• •••••••••••••••••••••••••••••••
	9.3.	the cost of the grant, renewal or continuation of
10.	Inte	rest
		e payments to the Landlord referred to in this lease are payable on and and if any payment is more than [seven] [8 %
11.	Con	dition and repair
	In rela	ation to ••••••••••••••••••••••••••••••••••
	11 1	use the Premises only for the Use Allowed:

11.2.	maintain the state and condition of the
11.3.	employ only ••••••••••••••••••••••••••••••••••••
11.4.	decorate the inside [and the outside] of the Premises in every [third] year of the Term and in the last three • • • • • • • • • • • • • • • • • •
11.5.	[at least once in • • • • • • • • • • • • • • • • • •
11.6.	prevent damage to the Premises • • • • • • • • • • • • • • • • • •
11.7.	maintain and keep clean the •••••;
11.8.	clean, maintain and keep free from blockages • • • • • • • • • • • • • • • • • • •
Ten	ant's positive obligations
The T	enant 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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	12.6.	comply with the terms of every law regulating
	12.7.	comply with all laws
13.	Res	trictions on Tenant
	The T	enant = = = = = = = = = = = = = = = = = :
	13.1.	make any alteration to the Premises;
	13.2.	in any circumstance do anything which might cause • • • • • • • • • • • • • • • • • • •
	13.3.	sleep overnight on the
	13.4.	apply for planning permission relating to the •••••••••••••••••••••••••••••••••••
	13.5.	make any • • • • • • • • • • • • • • • ;
	13.6.	store or leave goods or detritus on
	13.7.	fix to the Premises any pole
	13.8.	pour into any pipe or drain any trade waste or

13.9.	bring onto the Premises • • • • • • • • • • • • • • • • • •
13.10.	remove or change = = = = = = = = = = = = = = = = = = =
13.11.	remove from the * * * * * * * * * * * * * * * * * * *
13.12.	obstruct any window on the Premises;
13.13.	cause any nuisance
13.14.	bring, keep or allow any animals to be
13.15.	play or use in the Premises any musical instrument, audio or • • • •
13.16.	cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than
13.17.	do anything which might • • • • • • • • • • • • • • • • • • •
13.18.	change any burglar • • • • • • • • • • • • • • • • • • •
13.19.	change or install any locks and other
13.20.	use the Premises for any activity which is dangerous, offensive, noxious,

14. Asbestos and environmental obligations The provisions in this 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 ____(__(___ ------14.2. The Tenant shall indemnify the Landlord against any obligation ■ ■ ■ 14.3. Despite the foregoing provisions of this paragraph and all ■ ■ ■ ■ ■ ■ 14.3.1 if asbestos is discovered as a result of investigation by the 14.3.2 if asbestos is discovered in circumstances unconnected to work or investigation 14.3.3 in any circumstance when the Landlord has an obligation in ------.............................

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		damage caused to
15.	Sigr	ns and advertisements
	15.1.	Before the Tenant may place any Sign on or near to the Premises, he must
	15.2.	The Landlord is under no obligation
	15.3.	The Landlord may approve any Sign subject
	15.4.	The Tenant accepts full liability for and indemnifies the Landlord
16.	Defa	ault notice by Landlord
	16.1.	If the Tenant is in default of any provision of this • • • • , • • • • • •
	16.2.	If the Tenant fails to remedy the default within seven • • • • • • • • • • • • • • • • • • •

14.3.4 the Landlord shall in no circumstances be responsible for

17. Assignment of the lease

17.1.	Except	as specified in this lease, ••••••••••••••••••••••••••••••••••••
17.2.		nant may not assign
17.3.		nant may assign or transfer his interest ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
17.4.		ndlord may not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
17.5.		be a good reason for withholding consent that the financial of the proposed
17.6.		ood reason (among other good reasons)
	17.6.1	the proposed transferee is less likely to be able
		the Tenant owes money to the Landlord; there is no satisfactory guarantor of ••••••••••••••••••••••••••••••••••
17.7.	In givin	g consent, = = = = = = = = = = = = = = = = = = =
	17.7.1	the assignee shall not

		17.7.2 the assignment shall impose an *** ***
		17.7.3 the assignee shall enter into direct
	17.8.	Within four weeks after the Premises are assigned (or \blacksquare \blacksquare \blacksquare), \blacksquare
18.	Ten	ant indemnifies Landlord
	The T	enant agrees to = = = = = = = = :
	18.1.	any act, omission or negligence
	18.2.	any breach by • • • • • • • • • • • • • • • • • •
	18.3.	any act, omission or negligence of the Tenant which
19.	The	Security Deposit
	The p	arties acknowledge that
	OR	
	19.1.	The Landlord confirms that he has ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	19.2.	The Landlord may use the Security Deposit

19.3.	If the ■	
	19.3.1	he will tell • • • • • • • • • • • • • • • • • •
	19.3.2	the rights or
	19.3.3	the sum used is repayable to the Landlord • • • • • • • • • • • • • • • • • • •
Insu	rance	
20.1.	occurrir malicio	d Risks" means the risks of loss or damage by any naturally ng event, fire, explosion, riot, terrorism, civil commotion, us damage,
		.,
20.2.		hall cease to be treated
20.3.		ndlord will keep the Premises insured with reputable insurers to
		••••••
20.4.	will ■ ■	ge is caused to the Premises by an Insured Risk, the Landlord
20.5.		year, if the Tenant asks,

	20.6.	Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy, then if
	20.7.	If, within one year from the date of the damage, either party is of the ■
	20.8.	If either party • • • • • • • • • • • • • • • • • • •
		20.8.1 the lease ends on expiry of the notice;
		20.8.2 the insurance money belongs to the Landlord;
		20.8.3 the Landlord's obligation to make good damage ceases;
		20.8.4 all other provisions shall apply as • • • • • • • • • • • • • • • • • •
21.	Acc	ess for Landlord
		enant is to give the Landlord, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
	21.1.	to inspect the condition • • • • • • • • • • • • • • • • • • •
	21.2.	to do works • • • • • • • • • • • • • • • • • • •
	21.3.	to comply with any statutory obligation;
	21.4.	at any time during the last six months of the •••••••••••••••••••••••••••••••••••

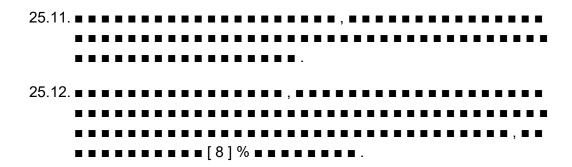
21.5.	to show the interior and \blacksquare
21.6.	to value the Premises;
21.7.	to inspect, clean or repair neighbouring
Condi	tions for access for the Landlord are:
21.8.	the Landlord must
21.9.	each visit must • • • • • • • • • • • • • • • • • • •
21.10	the Landlord must promptly make good
	••••••
Gua	rantor
The G	Guarantor agrees:
22.1.	that his obligations are made to the Landlord for
22.2.	that his • • • • • • • • • • • • • • • • • • •
22.3.	that any variation to the terms of
22.4.	to indemnify the Landlord against all losses incurred as a result of any
22.1.	failure by the Tenant to comply with \blacksquare
22.1.	·
22.1.	failure by the Tenant to comply with
	failure by the Tenant to comply with

		•••.
	22.7.	the Guarantor shall be liable for all expense relating to •••••••••••••••••••••••••••••••••••
23.	Prov	vision for premature termination
	23.1.	Despite all other provisions of this lease, the Tenant may terminate this
	23.2.	If the Tenant so terminates this lease,
	23.3.	Payments made to the Landlord
24.	Forf	eiture
	24.1.	The Landlord may • • • • • • • • • • • • • • • • • • •
		24.1.1 any Rent or payment treated as •••••••••••••••••••••••••••••••••••
		24.1.2 the Tenant or the Guarantor is in • • • • • • • • • • • • • • • • • •
		24.1.3 the Tenant or the Guarantor, if an individual (

22.6. to use his best endeavours to ••••••••••••••••••••••••

		24.1.4	the Tenant or the Guarantor, if a company, ••••••••••••••••••••••••••••••••••••
		24.1.5	the Tenant enters • • • • • • • • • • • • • • • • • • •
		24.1.6	the Tenant has any distress or execution levied on
	24.2.		
25.	Ren	t revie	€W
	25.1.		
	25.2.		
	25.3.		
	OR		
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	25.5.		% = = = = = .
	OR		
	25.6.		

OR		
25.7.		
25.8.		
	25.8.1	,
	25.8.2	the Premises are vacant;
	25.8.3	the Premises can immediately be used;
	25.8.4	;
	25.8.5	
25.9.		



26. Failure to agree reviewed rent



27. At the end of the lease

27.1. When this lease ends the Tenant must:

	27.1.1		• • •																		
			• • •															,			
	27.1.2									••	•		-	•		•	•			•	
	27.1.3	(• • ·		••) -						• •		
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27.2.														- 1			.				_
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28. Other matters

28.1.																	
28.2.	•••									■,∎							
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28.3.	•••																
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28.5.																	
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28.9. [
28.10.				
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28.11.	.,			•
		•••••		••
28.12.	•••••	•••••		
Signed by / on behalf of the named accept liability for the proper author enter into this agreement.	•	•	•	•
	,		,	•
[Name]:				

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

Schedule 1: rights expressly reserved

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Schedule 2: (Draft) Security Deposit agreement							
	[]:						
The Landlord:	[name]						
of	[address]						
The Tenant:	[name]						
of	[address]						
Background:							
A							
В.							
It is now agreed as follow	ws:						
1. Definitions							
	,						
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" • • • • • • • "							
	•••••						
" = = = "							

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	" ■ ■		■ ■ "			• • •			 	• •	••		• •	•		-
2.	Inte	rpreta	tion													
	2.1.	::::		 					 			 •		•	•	
	2.2.															
3.	The	Refer	ee													
	3.1.			 		■ ■ ,										
	3.2.	::::		• • •	••		• • •	:	 • •			 •		•	•	•
		3.2.1	, 	 			-	-		• •		 •	• •		- 1	
		3.2.2		• • •			• • •		 				- 1	•	•	•

		3.2.3	•••		•••		 						
				•••						-			
		3.2.4											
		3.2.5	:::	• • •									
	3.3.							■,■।					
	3.4.						 						
	3.5.				• • •	• • • ·	 	•••		•••			-
	J.J.												
4.	The	Depo											
	4.1.	••••							-		-		
	4.2.				•••					-			
	4.3.				• • •		 	• • •		• • •		•••	
	4.4	••••			•••				•••	•••	-		
	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.								_	-		
		• • • •	■ ■ .								
5.4.	••••			 			 				•
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5.5.											
5 0											
5.6.											

	5.7.
3 .	Topping up the Deposit

																		, I	

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

Status Act, 2000 acts as an important safeguard against discrimination based on gender,
Other legal issues that might come up from time to time include tax i.e., Capital Gains 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 the term. Although there is clearly
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
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
Signing
Legal draftsmen have always provided for signature at the end of the document. However, it is always easy to change a page fraudulently. Today, best practice for an important document is to sign were shown and for ■ ■ ■

3.

What t	o give	your tenant
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- 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

6. What to take up on completion

When you meet to complete, you should expect $\blacksquare \blacksquare \blacksquare$:

- 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 $\blacksquare \blacksquare \equiv \blacksquare \equiv \blacksquare$;
- 6.3. The rent, apportioned to the next $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \equiv \blacksquare$;

Paragraph specific notes:

Notes referable to specific numbered paragraphs

1. Definitions

Insurance rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous

in this lease. Insurance rent is a commonly used term.
Plan: 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
Term: How many years for the lease? We have provided in this lease for a period of less than five years. If you go over 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

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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
Tenant's warranties for authority
This paragraph prevents a tenant from saying later that he was not aware of some circumstance detrimental to the landlord or which may
•••
The term also binds the signatory. It would be a very careless
•••••
Landlord's warranties
It is common for a landlord to give no warranty other than for "quiet enjoyment", which we have placed elsewhere so as to make it easy for you to delete this paragraph entirely if you choose

3.

4.

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,
	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 landlord's warranty for " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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
8.	Rent and other payments
	This paragraph contains detailed commercial terms.
	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

Further payments

We have no comment

10. Interest

9.

This provision crystalises the landlord's entitlement when otherwise

11. Condition and repair

	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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	Note that the tenant must insure any plate glass. This usually refers to shop front glass. However, any modern
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.
	It is important to a landlord that the
13.	Restrictions on Tenant
	Here is a long menu
	It is important to prevent anyone sleeping habitually on the ■ ■ ■ , ■ ■ ■ ■ ■
14.	Asbestos and environmental obligations

The level to which repairs and maintenance must be maintained is usually to

If there are no old buildings on the land, ■■■■■■■■■■■■■■■■■■■■
Here we cover an area which rarely arises but which could be extraordinarily
expensive if it did. It may be difficult = = = = = = = = = = = = = = = = = = =
It is usual (and fair) for the Landlord to pay for any hazardous substance treatment or removal
However, asbestos is found in most old buildings, in some form or another. If the tenant wants to change your building in any way, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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
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

17.	Assignment of the lease
	When a tenant no longer requires property, he will have to transfer it ■ ■ ■ ■
	If you consider our proposed draft to be
18.	Tenant indemnifies Landlord
	Few draftsmen include an indemnity in a lease because the tenant's
	covenants are
19.	The Security Deposit
	If you decide on a security deposit, we give
20.	Insurance
	A current issue with
	The landlord should be sure that he
	•.
21.	Access for Landlord

Essential, but the tenant
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 last sub paragraph refers to the position • • • • • • • • • • • • • • • • • • •
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

24. Forfeiture

22.

These provisions are usual.

25. Rent review

We provide for four clear alternatives:

• the rent is • • • • • • • • • • • • • • • • • •
• the rent = = = = = = = = = = = = = = = = = = =
• the rent = = = = = = = = = = = = = = = = = = =
• the • • • • the • • • • • • • • • • • • • • • • • • •
Most rent review provisions allow for "upwards only" review. Occasionally thi
We have provided a step by step procedure to make the process as simple

26. 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
27.	At the end of the lease
	These provisions simply tie up loose ends.
	If the tenant has fitted out the Premises for •••••••••••••••••••••••••••••••••••
28.	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 • • • • • • • • • • • • • • • • • •

There is no reason in law why the landlord should not ■ ■ ■ ■ ■ ■ ■ ■ ■	
■).	
A security deposit is usually signed ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■	
	• •

End of notes