IE-PRlse30

Lease agreement: pub or restaurant with flat over

Date of lease: [date]

The Landlord: [landlord name]

The Tenant: [tenant name]

Lease of: [property address]

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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 [redacted]:

“the Act”	means Landlord and Tenant Acts, 1967 to 1994
“1872 Act”	means the Licensing Act 1872
“Conduit”	means any medium through which a service is supplied to any property. ([redacted] : [redacted])
“Hazardous”	has the meaning defined in the European Community hazardous waste Directive 2008/ 98 / [redacted] , [redacted] .
"Insurance Rent"	means the premium, net of any commission, paid by the Landlord to [redacted] .
"Inventory"	means the list of items in the Premises, as agreed by both parties and set [redacted] .
“Landlord”	includes the person or persons from time to time entitled to possession of the [redacted] .
“Lease Period”	means the total of the Term plus any extension or

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renewal, during which [redacted].

“Parade” — means the whole of the land and buildings of which the Premises [redacted].

“Plan” — means the plans of the Parade and the Premises attached to this [redacted].

“Planning Act” — means the Planning and Development Act 2000 and all other acts [redacted].

“Premises” — means [the ground, first and second floor premises] at [full address and post code] the [redacted].

“Rent” — means € [48,000] payable without any deduction, in advance, by [twelve equal monthly instalments of €4,000, on the first day of each month / [redacted] [[redacted] / [redacted]] [redacted] [[redacted] / [redacted]];

Rent Review Date” — means every [third] anniversary of the start date of the lease. A reference to the Rent [redacted].

OR

“Rent Review Date” — means [date]

“Residential Space” — means that part of the Premises occupied as a residence [redacted].

“Security Deposit” — means the sum paid by the Tenant to the Landlord as a deposit against any breach [redacted].

“Services” — means the services supplied by the Landlord to maintain the Premises [redacted].

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“Sign”	means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the [redacted], [redacted].
“Term”	means a term of [number] years [redacted] [[redacted] / [redacted]]
“Use Allowed”	means: [use as a public house / restaurant] or any other use to which the Landlord consents (and the Landlord is not [redacted]).

2. Interpretation

In this lease the following matters apply unless [redacted].

2.1. Whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against [redacted].

2.2. Any reference to a place or location at the Premises is a reference to [redacted].

2.3. [Except where stated otherwise,] any obligation of any person arising from this [redacted].

2.4. References to a party include references to a person to whom those rights and obligations are transferred or pass as a result of a [redacted], [redacted], [redacted] -- [redacted].

2.5. The headings to the paragraphs of this lease [redacted].

2.6. The schedules to this lease are part of the lease and [redacted].

2.7. All money sums mentioned in this lease are calculated net of VAT, which will be charged when [redacted].

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2.8. 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 [redacted].

2.9. A reference to “the last year of the Term” or to the “end of the Term” is a reference to [redacted].

2.10. A reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that [redacted].

2.11. It is certified that there is no agreement for lease [redacted].

2.12. Nothing in this lease or in any consent granted by the Landlord under this lease implies that the [redacted].

3. Entire agreement

3.1. This lease contains the entire agreement between the parties and supersedes all [redacted] .

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 [redacted] [[redacted]].

3.3. Conditions, warranties or other terms implied by statute or common law are excluded from this [redacted].

4. Tenant’s warranties for authority

The signatory to this lease, for himself and for [redacted] , [redacted] :

4.1. [he / the Tenant] has all necessary authority [redacted] ;

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4.2. he has no reason to doubt [his ability / the ability of the Tenant] to pay all sums [redacted].

4.3. he has no reason to doubt [his ability / the ability of the Tenant] to obtain [redacted] 1872 [redacted].

OR

4.4. he has already obtained all necessary licences as [redacted] 1872 [redacted].

4.5. no person, nor governmental authority, has any right or claim which could prevent the Tenant at any [redacted], [redacted].

5. Landlord's warranties

The Landlord warrants that:

5.1. there is no dispute with any party [redacted];

5.2. the Premises are supplied with mains utility services of [water, [redacted], [redacted]];

5.3. there is no order by [redacted];

5.4. he is aware of no [redacted].

6. The lease

6.1. By this lease the Landlord lets and the Tenant [redacted]
.

6.2. The Tenant and Landlord agree that:

6.2.1 this lease creates a [redacted];

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6.2.2 occupation of the Residential [redacted];

6.2.3 the Residential Space [redacted].

6.3. The Premises are let subject to [redacted], [redacted], [redacted], [redacted].

6.4. The rights specified [redacted] 1 [redacted].

6.5. All payments which may be due by the [redacted].

6.6. Except so far as provided in this lease, the [redacted], [redacted].

7. Responsibility for others

7.1. The Tenant shall not allow any person except his [redacted] [18] [redacted].

7.2. The Tenant accepts that he is liable to the Landlord for compliance with all the [redacted], [redacted].

7.3. A promise by the Tenant not to do something also implies that the Tenant will [redacted]. [redacted].

7.4. If the Tenant asks the Landlord for consent to some action or activity by [redacted], [redacted], [redacted].

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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) [redacted], [redacted], [redacted], [redacted], [redacted], [redacted];

8.2. For each of the above payments, an appropriate [redacted].

8.3. The Tenant shall also pay [redacted], [redacted], [redacted]:

8.3.1 any works to the [redacted];

8.3.2 dealing with any application by [redacted], [redacted];

8.3.3 any involvement in obtaining any licence under

8.3.4 preparing and serving a notice of a [redacted], [redacted];

8.3.5 preparing and serving a schedule [redacted].

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

8.5. [Despite the above provisions, the [redacted] [[redacted]] [redacted] [[redacted] / [redacted]]].

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9. Further Payments

The Tenant agrees [redacted] :

9.1. all periodic rates and other taxes, relating to the Premises, including [redacted] ([redacted]), [redacted] ;

9.2. all charges for utility services at the Premises to be paid promptly [redacted] , [redacted] ([redacted] - [redacted]) [redacted] ;

9.3. the cost of the grant, renewal or continuation of every licence [redacted] 1872 [redacted] , [redacted] , [redacted] .

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] [redacted] , [redacted] , [redacted] [8 % [redacted]]. [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 construction [redacted] ,

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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]];

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

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

11.7. prevent damage to the Premises [redacted];

11.8. [maintain and keep [redacted]];

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

12. Tenant's positive promises concerning Residential Space

The following obligations relate specifically to the Residential Space. [redacted]:

12.1. immediately at the start of the tenancy, inform all suppliers of domestic services and the local authority [redacted];

12.2. not add to, nor change any contract [redacted]; ([redacted]);

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12.3. pay such Local Property Tax as is [redacted] ;

12.4. replace with similar styles and power, all electric lamps [redacted] ;

12.5. pay the licence [redacted] ;

12.6. keep clean and in good [redacted] ;

12.7. keep clean the inside and outside [redacted] ;

12.8. report to the Landlord any disrepair or defect in respect [redacted] ;

12.9. pay any costs incurred by [redacted] ;

12.10. if the Landlord provides a list to the Tenant before the start of [redacted] .

13. Tenant's negative promises concerning Residential Space

The following obligations relate specifically to the Residential Space. [redacted] :

13.1. attach anything to the walls with screws, [redacted] ;

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13.2. remove or change [redacted] ;

13.3. remove from the [redacted] ;

13.4. overload any electrical circuit [redacted] ;

13.5. bring, keep or allow any animals to be [redacted] ;

13.6. play or use in the Premises any musical instrument, audio or other [redacted] ;

13.7. cause any other nuisance [redacted] ;

13.8. make any [redacted] ;

13.9. bring into the Residential [redacted] .

14. Tenant's positive promises concerning the Business Space

The following obligations relate specifically to the Business Space. [redacted] :

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

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

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

14.4. keep the [redacted].

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

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

14.7. comply with all laws [redacted].

15. Tenant's negative promises concerning the Business Space

The following obligations relate specifically to the Business Space. [redacted]:

15.1. make any alteration to the Premises;

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

15.3. sleep overnight on the Business [redacted];

15.4. apply for planning permission relating to the [redacted];

15.5. make any [redacted];

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15.6. store or leave goods or detritus [redacted] ;

15.7. fix to the Premises any pole [redacted] , [redacted] , [redacted] .

15.8. pour into any pipe or drain any trade waste or [redacted] , [redacted] ;

15.9. bring onto the Premises [redacted] ;

15.10. remove or change [redacted] , [redacted] ;

15.11. remove from the [redacted] ;

15.12. obstruct any window on the Premises;

15.13. cause any nuisance or annoyance to [redacted] ;

15.14. cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than [redacted] [[redacted]].

15.15. do anything which might [redacted] ;

15.16. change any burglar [redacted] ;

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

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

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[redacted].

16. Tenant's promises related to the use of the Premises

The Tenant promises that he will:

16.1. comply with the [redacted];

16.2. maintain an age verification policy at all times;

16.3. not organise [redacted];

16.4. not serve [redacted];

16.5. maintain the surface of the car park in [redacted], [redacted].

16.6. manage cellarage arrangements and [redacted].

17. Asbestos and environmental obligations

The provisions in this [redacted].

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

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

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[redacted].

17.3. Notwithstanding the foregoing provisions of this paragraph and all [redacted], [redacted], [redacted]:

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

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

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

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

18. Signs and advertisements

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

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

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18.3. The Landlord may approve any Sign subject [redacted].

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

19. Default notice by Landlord

19.1. If the Tenant is in default of any provision of this [redacted].

19.2. If the Tenant fails to remedy the default within seven [redacted].

20. Assignment of the lease

20.1. Except as specified in this lease, [redacted].

20.2. The Tenant may not assign [redacted].

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

20.4. The Landlord may not [redacted].

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

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

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

20.6.2 the proposed transferee is not likely to be able to satisfy the requirements of [redacted] [[redacted] / [redacted]].

20.6.3 the Tenant owes money to the Landlord;

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

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

20.7. In giving consent, [redacted]:

20.7.1 the assignee shall not [redacted].

20.7.2 the assignment shall impose an [redacted];

20.7.3 the assignee shall enter into direct [redacted].

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

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21. Tenant indemnifies Landlord

The Tenant agrees to [redacted]:

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

21.2. any breach by [redacted];

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

22. The Security Deposit

The parties acknowledge that [redacted].

OR

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

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

22.3. If the [redacted]:

22.3.1 he will tell [redacted];

22.3.2 the rights or [redacted].

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

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23. Insurance

23.1. "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].

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

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

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

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

23.6. 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].

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

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

23.8.1 the lease ends on expiry of the notice;

23.8.2 the insurance money belongs to the Landlord;

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

23.8.4 all other provisions shall apply as [redacted];

23.8.5 (for the avoidance of [redacted]) [redacted]).

24. Access for Landlord

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

24.1. to inspect the condition [redacted];

24.2. [redacted];

24.3. to comply with any statutory obligation;

24.4. [redacted], [redacted] "[redacted]" [redacted] "[redacted]" [redacted];

24.5. [redacted];

24.6. to value the Premises;

24.7. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

Conditions for access for the Landlord are:

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24.8. [redacted];

24.9. [redacted];

24.10. [redacted].

25. Guarantor

The Guarantor agrees:

25.1. [redacted].

25.2. [redacted];

25.3. [redacted].

25.4. [redacted], [redacted]. [redacted], [redacted], [redacted];

25.5. [redacted] [28] [redacted];

25.6. [redacted].

25.7. [redacted]

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[redacted].

26. Provision for premature termination

26.1. [redacted], [redacted] [redacted] [redacted] [redacted], [redacted].

26.2. [redacted], [redacted], [redacted].

26.3. [redacted].

27. Forfeiture

27.1. [redacted]:

27.1.1 [redacted] 28 [redacted], [redacted];

27.1.2 [redacted];

27.1.3 [redacted], [redacted] ([redacted], [redacted]) [redacted];

27.1.4 [redacted], [redacted], [redacted], ([redacted]) [redacted];

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27.1.5 [redacted];

27.1.6 [redacted] 21 [redacted].

27.2. [redacted].

28. Rent review

28.1. [redacted].

28.2. [redacted], [redacted] ([redacted]), [redacted]. [redacted].

28.3. [redacted] [20 %] [redacted].

OR

28.4. [redacted].

28.5. [redacted], [redacted] [5] % [redacted].

OR

28.6. [redacted], [redacted].

OR

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28.7. [redacted], [redacted].

28.8. [redacted], [redacted], [redacted], [redacted], [redacted]:

28.8.1 [redacted], [redacted]

28.8.2 the Premises are vacant;

28.8.3 the Premises can immediately be used;

28.8.4 [redacted];

28.8.5 [redacted], [redacted].

28.8.6 [redacted].

28.9. [redacted], [redacted], [redacted], [redacted], [redacted].

28.10. [redacted].

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28.11. [redacted], [redacted].

28.12. [redacted], [redacted], [redacted] [8] % [redacted].

29. Failure to agree reviewed rent

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

29.1. [redacted] (" [redacted] ") [redacted].

29.2. [redacted].

29.3. [redacted].

29.4. [redacted], [redacted] - [redacted].

29.5. [redacted].

30. At the end of the lease

30.1. When this lease ends the Tenant must:

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30.1.1 [redacted];

30.1.2 [redacted];

30.1.3 ([redacted]) [redacted];

30.2. [redacted]-[redacted].

30.3. [redacted], [redacted]-[redacted]. [redacted], [redacted]-[redacted]. [redacted].

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

30.5. [redacted], [redacted].

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31. Other matters

31.1. [redacted]

31.2. [redacted]

31.3. [redacted]

31.4. [redacted]

31.5. [redacted]

31.6. [redacted]

31.7. [redacted]

31.8. [redacted]

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31.9. [[redacted]].

31.10. [redacted]-[redacted].[redacted]:

[redacted]:[redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]:[redacted] 24 [redacted]-[redacted].

31.11. [redacted],[redacted].

31.12. [redacted].

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.

[redacted],[redacted],[redacted]

[Name]:

[redacted]: ....

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Witness: signature:

Name:

Address:

Signed as a deed and delivered, by or for, on behalf of Tenant

[Name]:

■ ■ ■ ■ : . . . . . .

Witness: signature:

Name:

Address:

Signed as a deed by the Guarantor [write name]

■ ■ ■ ■ : . . . . . .

Witness: signature:

Name:

Address:

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Schedule 1: 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 2: (Draft) Security Deposit agreement

[redacted] [[redacted]] [redacted]:

The Landlord: [name]

Of [address]

The Tenant: [name]

Of [address]

Background:

A. [redacted].

B. [redacted].

It is now agreed as follows:

1. Definitions

[redacted], [redacted], [redacted]:

“[redacted]” [redacted].

“[redacted]” [redacted], [redacted].

“[redacted]” [redacted].

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“[redacted]” [redacted].

"[redacted]" [redacted].

“[redacted]” [redacted], [redacted].

“[redacted]” [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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[redacted].

3.2.3 [redacted], [redacted].

3.2.4 [[redacted], [redacted]].

3.2.5 [redacted].

3.3. [redacted], [redacted], [redacted], [redacted].

3.4. [redacted], [redacted].

3.5. [redacted], [redacted].

4. The Deposit

4.1. [redacted] € [[redacted]].

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

4.3. [redacted].

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4.4. [redacted], [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].

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

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Explanatory notes:

Lease agreement: pub or restaurant with flat over

General notes:

1. Background law

The law governing the rights of landlords and tenants primarily arises 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, ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■

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. 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 where shown and for ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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] .

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 [redacted] .

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of them [redacted] .

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 them be listed here, so that both parties know the basis of the deal. [redacted] , [redacted] .

4. 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 cause a breach of the lease. It is more important when [redacted] .

The term also binds the signatory. It would be a very careless director who signed this when he knew [redacted] .

5. 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 [redacted] . [redacted] , [redacted] . [redacted]

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[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] . [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] - [redacted] . [redacted] , [redacted] . [redacted] , [redacted] . [redacted] . [redacted] , [redacted] .

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

12. Tenant's positive promises concerning Residential Space

If you prefer, use the old term “covenants” [redacted] “ [redacted] ” [redacted] .

The obligations in respect of residential space are different from those covering business space and need to cover many more points where [redacted] . [redacted] . [redacted] .

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13. Tenant's negative promises concerning Residential Space

See last paragraph. The same applies.

14. Tenant's positive promises concerning the Business Space

Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical remedy is damages. ■■■

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] [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] [redacted].

19. 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] [redacted].

20. 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] [redacted].

If you consider our proposed draft to be [redacted], [redacted] [redacted].

21. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a lease because the tenant’s covenants are [redacted]. [redacted], [redacted], [redacted]. [redacted] [redacted].

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22. The Security Deposit

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

23. Insurance

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

The landlord should be sure that he [redacted] .

24. Access for Landlord

Essential, but the tenant [redacted] .

25. 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] .

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In order to remove the obligation of the [redacted], [redacted] "[redacted]" [redacted] "[redacted]" [redacted].

The last sub paragraph refers to the position [redacted], [redacted].

26. 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]. [redacted], [redacted]. [redacted]. [redacted].

27. Forfeiture

These provisions are usual.

28. Rent review

The usual period for a short lease [redacted]. [redacted].

We provide for four clear alternatives:

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

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

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].

29. 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].

30. At the end of the lease

These provisions simply tie up loose ends.

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

31. Other matters

Apart from the [redacted], [redacted] [redacted].

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

Schedule 1 Rights expressly 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]), [redacted] [redacted].

Schedule 2 Security Deposit agreement

We have provided [redacted], [redacted] [redacted].

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

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

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A security deposit agreement is usually [redacted].

End of notes

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