

Business lease: suite of offices

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. Security of tenure excluded
30. 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

“1995 Act” means the Landlord and Tenant (■ ■ ■ ■) ■ ■ ■ ■
1995 .

“Conduit” means any medium through which a service is supplied to any property. (■ ■ ■ ■ : ■ ■ ■ ■ ■ ■ ■ ■ ■ ■)

“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 to [REDACTED] [REDACTED] [REDACTED] [REDACTED].

2. Interpretation

3. Entire agreement

4. Tenant's warranties for authority

5. Landlord's warranties

The Landlord warrants that:

6. The lease

7. Responsibility for others

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 the Service Charge;
 - 8.1.4 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, ■ ■ ■ ■ , ■ ■ ■ ■ ,

9. Further Payments

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] days overdue, the Landlord is entitled to interest on the late payment, from the date it was originally due to the date [REDACTED] [8 %] [REDACTED]. [REDACTED], [REDACTED] [REDACTED].

11. Condition and repair

12. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

13. Restrictions on Tenant

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

14. Asbestos and environmental obligations

() .

15. Signs and advertisements

16. Goods and vehicles

The Tenant agrees that he will not:

17. Default notice by Landlord

17.1. If the Tenant is in default of any provision of this Agreement, the Landlord may give the Tenant notice in writing to cure such default. If the Tenant fails to cure such default within the time specified in the notice, the Landlord may terminate this Agreement.

18. Assignment of the lease

19. Tenant indemnifies Landlord

20. The Security Deposit

OR

- 20.1. The Landlord confirms that he has [REDACTED] £[REDACTED]
[REDACTED].
 - 20.2. The Landlord may use the Security Deposit [REDACTED]
[REDACTED].
 - 20.3. If the [REDACTED]:
 - 20.3.1 he will tell [REDACTED]
[REDACTED];
 - 20.3.2 the rights or [REDACTED]
[REDACTED].
 - 20.3.3 the sum used is repayable to the Landlord [REDACTED]
[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].

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

21.3. The Landlord will keep the Premises insured with reputable insurers to [REDACTED], [REDACTED], [REDACTED], [REDACTED].

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

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], [REDACTED], [REDACTED], [REDACTED], [REDACTED].

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

Conditions for access for the Landlord are:

23. Guarantor

The Guarantor agrees:

- 23.4. to indemnify the Landlord against all losses incurred as a result of any failure by the Tenant to comply with ■■■■■ . ■■■■■
■■■■■ , ■■■■■ . ■■■■■
■■■■■ , ■■■■■ . ■■■■■
■■■■■ , ■■■■■ ;
- 23.5. to make payment under this indemnity to the Landlord ■■■■■
■■■■■ [28] ■■■■■ ;
- 23.6. to use his best endeavours to ■■■■■ .
■■■■■
■■■■■ .
- 23.7. the Guarantor shall be liable for all expense relating to ■■■■■
■■■■■
■■■■■ .

24. Provision for premature termination

- 24.1. Despite all other provisions of this lease, the Tenant may terminate this ■■■■■ [■■■■■] ■■■■■
■■■■■ , ■■■■■ . ■■■■■
■■■■■ .
■■■■■ .
- 24.2. If the Tenant so terminates this lease, ■■■■■ .
■■■■■ , ■■■■■ .
■■■■■ .
- 24.3. Payments made to the Landlord ■■■■■ .
■■■■■ .

25. Forfeiture

- 25.1. The Landlord may ■■■■■ .
■■■■■ :
 - 25.1.1 any Rent or payment treated as ■■■■■ .
■ 28 ■■■■■ , ■■■■■ .
■■■■■ ;

26. Rent review

OR

OR

OR

26.8.2 the Premises are vacant;

26.8.3 the Premises can immediately be used;

27. Failure to agree reviewed rent

If the Landlord and the Tenant fail to agree [] ,

27.2. The expert

27.3. The parties shall share the fees and expenses of [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

28. At the end of the lease

29. Security of tenure excluded Landlord and Tenant Act 1954 ss 24-28

30. Other matters

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]:

Signature:

Witness: signature:

Name:

Address:

.....,,

[Name]:

Signature:

Witness: signature:

Name:

Address:

.....[.....]

Signature:

Witness: signature:

Name:

Address:

Schedule 1: the Service Charge and Services

1. Definitions

2. The amount payable

3. The Services which constitute the charge

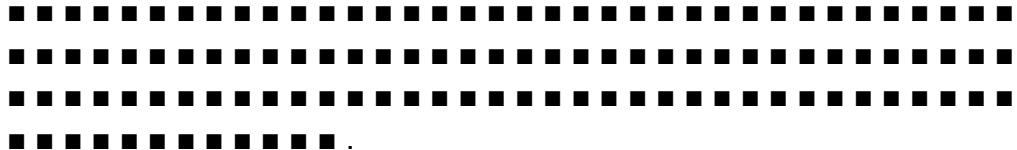
The Services are:

4. Services and payments excluded from the Service charge

5. Service charge accounts

A 4x10 grid of black squares arranged in four rows and ten columns, representing a 4x10 matrix.

5.8.



Schedule 2: rights expressly reserved

Schedule 3: (Draft) Security Deposit agreement

This agreement is dated [date] and made between:

The Landlord: [name]

of [address]

The Tenant: [name]

of [address]

Background:

It is now agreed as follows:

1. Definitions

A musical staff consisting of five horizontal lines. There are 16 vertical stems, each ending in a small black square, distributed across the staff. The stems are positioned at regular intervals, creating a repeating pattern of vertical lines.

“Default”



2. Interpretation

3. The Referee

-
.....
- 3.2.3. [.....,
.....,
.....].
- 3.2.4. [.....,
.....,
.....].
- 3.2.5. [.....,
.....,
.....].
- 3.3. [.....,
.....,
.....].
- 3.4. [.....,
.....,
.....].
- 3.5. [.....,
.....,
.....].

4. The Deposit

- 4.1. [..... £ [.....].
- 4.2. [..... [..... /]
.....
.....].
- 4.3. [.....
.....
.....
.....
.....].

4.4. [REDACTED],
[REDACTED]
[REDACTED]
[REDACTED].

5. Calling down the Deposit

[REDACTED]
[REDACTED]
[REDACTED];

5.1. [REDACTED]
[REDACTED], [REDACTED];

5.1.1 [REDACTED]
[REDACTED];

5.1.2 [REDACTED], [REDACTED], [REDACTED]
[REDACTED];

5.1.3 [REDACTED], [REDACTED]
[REDACTED];

5.1.4 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

5.2. [REDACTED]
[REDACTED].

5.3. [REDACTED] [14] [REDACTED].
[REDACTED], [REDACTED]
[REDACTED].

5.4. [REDACTED] 14 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED]
[REDACTED].

5.5. [REDACTED], [REDACTED]
[REDACTED].

5.6. [REDACTED]
[REDACTED]
[REDACTED].

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:

Business lease: suite of offices

General notes:

1. Recognition of our copyright in this document

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net ■ ■ ■

2. Document review service

Please contact our support team at support@netlawman.co.uk for further information.

3. Background law

General advice about this lease document:

<https://www.netlawman.co.uk/ia/business-property-leases>

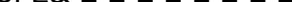
The Regulatory Reform (Business Tenancies) (England) ■ ■ ■ ■ 2003 :

<https://www.netlawman.co.uk/ia/security-of-tenure>

Code for Leasing Business Premises 2020:

<https://www.rics.org/uk/upholding-professional-standards/sector-standards/real-estate/code-for-leasing-business-premises-1st-edition/>

Other links you may find useful are:

Forms to exclude ss24-28 of L&  1954

<https://www.netlawman.co.uk/d/forms-exclude-security-of-tenure>

RICS Service Charges in Commercial Property:

<https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/real-estate/service-charges-in-commercial-property-1st-edition.pdf>

4. What to delete

5. Agreement for lease

6. Signing

7. What to give your tenant

8. What to take up on completion

When you meet to complete, you should expect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

- 8.1. The counterpart lease: that is to say the copy signed by the tenant. (He
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■)

- 8.2. Any capital money paid to you as a premium ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

8.3. The rent, apportioned to the next ■ ■ ■ ■ ■ ■ ■ ;

Paragraph specific notes

Notes referable to specific numbered paragraphs

1. Definitions

Lease Period: see note on guarantor.

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 ■ ■ ■

Clearly, the market rent will be highest when the property can be used for multiple purposes.

<http://www.legislation.gov.uk/uksi/1987/764/schedule/made>

2. Interpretation

3. Entire agreement

4. Tenant's warranties for authority

5. Landlord's warranties

A decorative horizontal border at the top of the page, featuring three rows of black squares arranged in a grid pattern.

6. The lease

..... ,

7. Responsibility for others

.....".
.....

8. Rent and other payments

This paragraph contains detailed commercial terms.
....

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

Important: the last sub-paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and
....
....
....

9. Further payments

We have no comment.

10. Interest

This provision crystallises the landlord's entitlement when otherwise
....

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 the
....
....
....

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

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

12. Tenant's positive obligations

Note however, that the Energy Performance of Buildings (Certificate and Inspection)(England) 2007 place .

13. Restrictions on Tenant

14. Asbestos and environmental obligations

.....,

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

It is usual (and fair) for the Landlord to pay for any hazardous substance treatment or removal
.....,
......

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

If a sign affect 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
.....

16. 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. 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 ■■■■■ : ■■■■■
■■■■■
■■■■■
■■■■■ .

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. ■■■■■
■■■■■ , ■■■■■
■■■■■
■■■■■ .

If you consider our proposed draft to be too favourable to a tenant that is because this ■■■■■ ■■■■■ ■■■■■ ■■■■■ .
■■■■■ 2020 ■■■■■ .

19. Tenant indemnifies Landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are ■■■■■ ■■■■■ ■■■■■
■■■■■ . ■■■■■ , ■■■■■ ■■■■■
■■■■■ ■■■■■ , ■■■■■ ■■■■■
■■■■■ . ■■■■■ ■■■■■ ■■■■■
■■■■■ .

20. The Security Deposit

If you decide on a security deposit, we give ■■■■■ . ■■■■■
■■■■■
■■■■■ , ■■■■■ ■■■■■
■■■■■ .

21. Insurance

A current issue with insurance is where the insurer draws ■■■■■ ■■■■■
■■■■■ , ■■■■■ , ■■■■■ ■■■■■ . ■■■■■
■■■■■
■■■■■ - ■■■■■ ■■■■■ ■■■■■ ■■■■■ .
1st ■■■■■ 1993 .

The landlord should be sure that he ■■■■■ ■■■■■ ■■■■■
■■■■■
■■■■■
■■■■■ .

22. Access for Landlord

23. Guarantor

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 , , , , , ,

24. Provision for premature termination

25. Forfeiture

These provisions are usual.

26. Rent review

The usual period for a short

We provide for four clear alternatives:

，
。

27. Failure to agree reviewed rent

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

28. At the end of the lease

These provisions simply tie up loose ends.

29. Security of tenure excluded

This provision is most important and requires positive action now. The Landlord and Tenant Act 1954

30. Other matters

Schedule 1 The Service Charge

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

..... ,

Schedule 2 Rights reserved

Schedule 3 Security Deposit agreement

End of notes