

## **Business lease: unit on industrial estate**

**Date of lease:** [Date]

**The Landlord:** [Name]

**The Tenant:** [Name]

**Lease of:** [property address]

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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 .

OR

## 2. Interpretation

### **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]  
[REDACTED]

#### **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. 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].

## **10. Further Payments**



## **11. Condition and repair**

## **12. Tenant's positive obligations**

The Tenant agrees and undertakes that he will:

### **13. Restrictions on Tenant**

## **14. Asbestos and environmental obligations**

## **15. Signs and advertisements**

## **16. Goods and vehicles**

The Tenant agrees that he will not:

- ## 16.1. park any vehicle

OR

## **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 remedy the default within seven days of the notice, failing which the Landlord may terminate the Agreement.
  - 17.2. If the Tenant fails to remedy the default within seven days of the notice, the Landlord may terminate the Agreement.

## **18. Assignment of the lease**

#### **18.6.2 the Tenant owes money to the Landlord;**

#### **19. Tenant indemnifies Landlord**

## **20. The Security Deposit**

OR



## **21. Insurance**

## **22. Access for Landlord**

Conditions for access for the Landlord are:



## **23. Guarantor**

The Guarantor agrees:

## **24. Provision for premature termination**

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

## **25. Forfeiture**

## **26. Rent review**



OR

- 26.4. The Landlord may increase the Rent by a proportion equal to [REDACTED]

.....



**OR**



OR







- ### 26.8.2 the Unit is vacant:

- ### 26.8.3 the Unit can immediately be used:

- #### 26.8.4 the Unit is in the condition required

- .....  
.....;

26.12. On that rent day, the Tenant is also to pay [REDACTED]  
[REDACTED], [REDACTED] [8] % [REDACTED]  
[REDACTED].

#### **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**

When this lease ends:

28.1. the Tenant must:

28.1.1 return the Unit to the Landlord leaving [REDACTED]  
[REDACTED]  
[REDACTED];

28.1.2 give up [REDACTED]  
[REDACTED];

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

28.2. The obligations of the Tenant to return the Unit to the Landlord in the state and condition in [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

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

28.4. The Tenant may not use the Security Deposit as [REDACTED]  
[REDACTED]  
[REDACTED].

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

In accordance with The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the Tenant has agreed with the Landlord that the provisions of sections 24 [REDACTED] 28 [REDACTED]

## **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**

A 4x20 grid of black squares arranged in four rows and twenty columns, representing a 4x20 matrix.

### **3. The Services which constitute the charge**

## The Services are:

### 3.3. placing and running maintenance contracts for the Estate;

- 3.6. providing lighting;
- 3.7. [REDACTED];
- 3.8. [REDACTED];
- 3.9. [REDACTED]  
[REDACTED],  
[REDACTED] [REDACTED]  
[REDACTED].
- 3.10. [REDACTED]  
[REDACTED],  
[REDACTED];
- 3.11. [REDACTED]  
[REDACTED];
- 3.12. [REDACTED],  
[REDACTED]  
[REDACTED];
- 3.13. [REDACTED]  
[REDACTED].  
[REDACTED];
- 3.14. [REDACTED],  
[REDACTED]  
[REDACTED].

## 4. Services and payments excluded from the Service charge

- 4.1. [REDACTED]  
[REDACTED],  
[REDACTED];
- 4.1.1. [REDACTED]  
[REDACTED];

## **5. Service charge accounts**

A large grid of black squares arranged in 10 rows and 10 columns, representing a 10x10 matrix.



## **Schedule 2: rights expressly reserved**

## Schedule 3: (Draft) Security Deposit agreement

**This agreement is dated [date] and made between:**

<b>The Landlord:</b>	[name]
of	[address]
<b>The Tenant:</b>	[name]
of	[address]

## **Background:**



**It is now agreed as follows:**

## 1. Definitions

A horizontal musical staff consisting of five lines and four spaces. There are 16 vertical stems, each ending in a small black square, distributed evenly along the staff. This represents a continuous sixteenth-note pattern.

“Default” 

## 2. Interpretation



### **3. The Referee**

## 4. The Deposit

4.1. [REDACTED] £ [REDACTED].

4.2. [ ] / .

A 5x10 grid of black squares arranged in five rows and ten columns.

.....

## **5. Calling down the Deposit**

- 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].

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

5.6. [REDACTED]  
[REDACTED]

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:

## **Business lease: unit on industrial estate**

## General notes

#### **1. Recognition of our copyright in this document**

## **2. Document review service**

Please contact our support team at [support@netlawman.co.uk](mailto:support@netlawman.co.uk) for further information.

### **3. Background law and information**

#### **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:**

<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>

## **Landlord and Tenant (Covenants) Act1995:**

<http://www.legislation.gov.uk/ukpga/1995/30/contents>

## 4. What to delete

## **5. Agreement for lease**

## **6. What to give your tenant**



## **7. What to take up on completion**

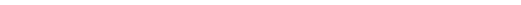
When you meet to complete, you should expect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

- 7.1. The counterpart lease: that is to say the copy signed by the tenant. (He  
■ )
  - 7.2. Any capital money paid to you as a premium ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

## Paragraph specific notes:

## Notes referable to specific numbered paragraphs

## 1. Definitions

**Plan:** a good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a  .

**Lease Period:** see note on quarantor.

**Term:** How many years for the lease? We have provided in this lease for any period of seven years or shorter. If you go over seven ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ .

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

## 2. Interpretation

### **3. Entire agreement**

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

The term also binds the signatory. It would be a very careless [REDACTED]  
[REDACTED]  
[REDACTED]

## 5. Landlord's warranties

## **6. The lease**

**ANSWER** The first two digits of the answer are 10.

## **7. Responsibility for others**

## **8. Rent and other payments**

## 9. Interest

## **10. Further payments**

We have no comment.

## **11. Condition and repair**

## **12. Tenant's positive obligations**

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

### **13. Restrictions on Tenant**

Here is a long menu [REDACTED].

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

### **14. Asbestos and environmental obligations**

Here we cover an area which rarely arises but which could be extraordinarily expensive if it did. It may be difficult [REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED].

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

However, asbestos is found in most old buildings, in some form or another. If the tenant wants to change your building in any way, [REDACTED]  
[REDACTED]  
[REDACTED]. [REDACTED]?

### **15. Signs and advertisements**

Traditionally drawn leases fail to cover the many possibilities for visual impact. We take the view that a landlord is entitled to know about, and approve what his tenant wishes to show. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

If a sign affect the use or enjoyment of adjacent or neighbouring premises of the landlord, [REDACTED]  
[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]

## **16. Goods and vehicles**

## **17. Default notice by Landlord**

## **18. Assignment of the lease**

#### **19. Tenant indemnifies Landlord**

## **20. The Security Deposit**

## **21. Insurance**

A current issue with insurance is where the insurer draws the line. The line is drawn at the point where the insured's conduct becomes illegal. This happened in 1993 when the **1st** **July** **1993**.

## **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

#### **24. Provision for premature termination**

## **25. Forfeiture**

These provisions are usual.

## 26. Rent review

We provide for four clear alternatives:

Note that we have not provided the usual arbitration procedure. We take the view that the parties can easily arrange arbitration if that [REDACTED]  
[REDACTED] . [REDACTED], [REDACTED]  
[REDACTED] . [REDACTED], [REDACTED]  
[REDACTED] , [REDACTED] .  
[REDACTED] , [REDACTED]  
[REDACTED]  
[REDACTED] . [REDACTED] .

#### **27. Failure to agree reviewed rent**

A simple procedure for resolving disputes. We have made this provision because it is likely to be acceptable to all parties, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■

A 10x10 grid of black squares arranged in ten rows and ten columns.

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

A decorative horizontal border consisting of five rows of black squares, spaced evenly apart.

## **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

The forms are available from Net Lawman.

### **30. Other matters**

Apart from the ██████████, ██████████  
██████████.

A provision for mediation has been included in place of the more usual █████  
██████████. ██████████, ██████████,  
██████████. ██████████.  
██████████.

## Schedule 1 The Service Charge

Service charges are probably the area of lease law providing most frequent litigation. The ██████████  
██████████  
██████████  
██████████  
██████████  
██████████ (████████) ██████████.

Another reason for distrust is that the landlord sets ██████████  
██████████  
██████████. ██████████, ██████████  
██████████.

The way out of this bind is to think through every aspect of service provision and to cover it fairly. ██████████  
██████████, ██████████  
██████████  
██████████  
██████████. ██████████, ██████████  
██████████  
██████████.

Note that the Code also requires the landlord ██████████  
██████████  
██████████  
██████████.

Select carefully. We ██████████, ██████████  
██████████.

Case law requires ██████████ “████████████”  
██████████.

## Schedule 2 Rights reserved

## **Schedule 3 Security Deposit agreement**

## End of notes