

UK-PRIsE14

Restaurant lease agreement

Date of lease: [Date]

The Landlord: [Name]

The Tenant: [Name]

Lease of: [property address]

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“Term” means a term of [number] years [/]

“Use Allowed” means: [use as a fast food takeaway / restaurant / cafe] or any other use to which the Landlord consents (and the Landlord is).

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 .

7. Interest

All the payments to the Landlord referred to in this lease are payable on demand and if any payment is more than [seven] ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■ [8 % ■■■■■■■■■■]. ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■.

8. Condition and repair

In relation to ■■■■■■■■■■ :

- 8.1. use the Premises only for the Use Allowed;
- 8.2. maintain the state and condition of the ■■■■■■■■■■ ■■■■■■■■■■; ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■;
- 8.3. employ only ■■■■■■■■■■ ■■■■,
- 8.4. decorate the inside [and the outside] of the Premises in every [third] year of the Term and in the last three ■■■■■■■■■■ (■■■■■■■■■■). ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■. [■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■];
- 8.5. [at least once in ■■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■];
- 8.6. [keep any plate or safety glass in the Premises insured for ■■■■■■■■■■ ■■■■■■■■■■; ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■ ■■■■■■■■■■];
- 8.7. prevent damage to the Premises ■■■■■■■■■■ ■■■■■■■■■■, ■■■■■■■■■■;
- 8.8. maintain and keep clean ■■■■■■■■■■ ■■■■■■■■■■;

..... (.....
.....
.....)

11.2. The Tenant shall indemnify the Landlord against any obligation arising under the Hazardous Waste (.....) 2005 (.....) 2005

11.3. Despite the foregoing provisions of this paragraph and all , , :

11.3.1 if asbestos is discovered as a result of investigation by the Tenant or building work commissioned by the , ,

11.3.2 if asbestos is discovered in circumstances unconnected to work or investigation

11.3.3 in any circumstance when the Landlord has an obligation in respect

11.3.4 the Landlord shall in no circumstances be responsible for damage caused to ,

12. Signs and advertisements

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

15. Tenant indemnifies Landlord

The Tenant agrees to
..... :

15.1. any act, omission or negligence, ..
..... ;

15.2. any breach by
..... ;

15.3. any act, omission or negligence of the Tenant which
.....
..... .

16. The Security Deposit

The parties acknowledge that
..... .

OR

16.1. The Landlord confirms that he has £ [.....]
..... .

16.2. The Landlord may use the Security Deposit
.....
..... .

16.3. If the :

16.3.1 he will tell
..... ;

16.3.2 the rights or
..... .

16.3.3 the sum used is repayable to the Landlord
..... [4]
..... .

17.8. If either party ,
..... :

17.8.1 the lease ends on expiry of the notice;

17.8.2 the insurance money belongs to the Landlord;

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

17.8.4 all other provisions shall apply as
..... ,
..... .

18. Access for Landlord

The Tenant is to give the Landlord,
..... , :

18.1. to inspect the condition ,
..... ;

18.2. to do works
..... ;

18.3. to comply with any statutory obligation;

18.4. at any time during the last six months of the
..... , "
..... "

18.5. to show the interior and
..... ;

18.6. to value the Premises;

18.7. to inspect, clean or repair neighbouring ,
..... , ,

Conditions for access for the Landlord are:

18.8. the Landlord must
..... ;

18.9. each visit must
..... ;

22. Rent review

22.1. The Rent shall [REDACTED].

22.2. Six months before the Rent Review Date, the Landlord and the Tenant ([REDACTED]), [REDACTED].

22.3. The Landlord may increase [REDACTED] [20] % [REDACTED].

OR

22.4. The Landlord may increase the Rent by a proportion equal [REDACTED].

22.5. In any event, the Rent increase [REDACTED] [5] % [REDACTED].

OR

22.6. From the Rent Review Date, the [REDACTED].

OR

22.7. From the Rent Review Date, the [REDACTED].

22.8. The market rent is the rent which a willing tenant would pay for the Premises on the open market, [REDACTED].

22.8.1 the willing tenant takes account of any likelihood that he would be [REDACTED], [REDACTED].

.....
.....

22.8.2 the Premises are vacant;

22.8.3 the Premises can immediately be used;

22.8.4 the Premises are in the condition required
.....
.....;

22.8.5 the Tenant has done nothing to the Premises to
.....,
.....
......

22.8.6 no payment or allowance
......

22.9. If the Landlord and the Tenant agree the amount of
....., ,
.....,

22.10.
.....
.....
......

22.11.,
.....
......

22.12.,
.....
.....,
..... [8] %

23. Failure to agree reviewed rent

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

23.1. ("
.....")

.....
....., -
.....
.....
.....

24.4.
.....
..... [14]
.....
.....
.....,
.....

24.5.
.....
.....,
.....

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

..... (.....) (.....)
.....) 2003 ,
..... 24 28
..... 1954 (.....)
.....
.....
..... [.....]
.....
..... 2

26. Other matters

26.1.
.....,
.....

26.2.,
.....,
.....

..... [24]
.....

26.11.
..... ,
.....
.....
.....

26.12.
..... /

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:

.....

3.2.3
.....
.....,
.....

3.2.4 [..... ,
.....]
.....

3.2.5
.....
.....

3.3. , ,
..... ,
.....

3.4.
..... ,
.....

3.5. ,
.....

4. The Deposit

4.1. £ [.....].

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

4.3.
.....
.....

7.4. An energy performance certificate under the Energy Performance of Buildings (Certificate and Inspection)(England ■■■■■■■■■■) ■■■■ 2007 .

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

We believe it is bad drafting practice to randomly capitalise words which are not defined terms. For example, in this document, the word “lease” is not a defined term. However, in the ■■■■■■■■■■ , ■■■■■■■■■■ ■■■■■■■■■■ .

Conduit is an ancient word for a pipe. In law it has a wider meaning, to include pipes, wires and anything which carries ■■■■■■■■■■ . ■■■■■■■■■■ ■■■■■■■■■■ .

Hazardous: has a special meaning. Briefly, it describes many substances which could cause harm in many ways, from ■■■■■■■■■■ ■■■■■■■■■■ .

Insurance rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term. ■■■■■■■■■■ ■■■■■■■■■■ ■■■■■■■■■■ “ ■■■■ ”.

Lease Period: see note on guarantor.

Plan: substitute some alternative word 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

.....

6. Further payments

We have no comment.

7. Interest

This provision crystallises the landlord's entitlement when otherwise

8. 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

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

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

9. 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

.....

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
.....

13. 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
..... ,
.....

14. 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
..... 2020

15. Tenant indemnifies Landlord

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

16. The Security Deposit

If you decide on a security deposit, we give .

17. Insurance

A current issue with insurance is where the insurer draws , .

The landlord should be sure that he

18. Access for Landlord

Essential, but the tenant

19. Guarantor

This is an area governed in part by the 1995 Act. The

The 1995 Act also provides that you cannot insist that the guarantor takes a lease himself if the tenant defaults. It

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

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Schedule 1 Rights reserved

Reserved rights are rights which the landlord is keeping back from the grant of the lease. It is usually unnecessary to specify them
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.....,
..... (.....
.....),
.....

Schedule 2 Security Deposit agreement

We have provided
.....

It is not appropriate to involve the referee as a
.....
.....,
.....

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

A security deposit is usually signed
.....
.....

End of notes