

Foreword: The Net Lawman approach

As ever, we have tried to use plain English. But land law is full of defined words and terms and expressions which we cannot [REDACTED], [REDACTED] [REDACTED].

Commercial property lease: suite of offices

Date of lease: [Date]

The Landlord: [Name]

The Tenant: [Name]

Lease of: [property address]

Note: please add prescribed clauses here that · · · · · · · · · · · · · · · ·

· · · · ·

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Schedule 1: The Service Charge

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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

In this lease the following words shall have the meanings shown unless it is clear from

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

“Conduit” means any medium through which a service is ■ ■ ■ ■ ■ .

“Hazardous” has the meaning defined in the European Community hazardous waste Directive 2008/ 98 / ■■■■■ , ■■■■■ .

2. Interpretation

In this lease unless the context otherwise requires:

3. Entire agreement

4. The lease

5. Rent and other payments

6. 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].

7. Further Payments

8. Condition and repair

In relation to the Premises the Tenant [REDACTED]

9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

10. Restrictions on Tenant

11. Asbestos and environmental obligations

- 11.1. 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 in respect of any Hazardous substance present in, on or under the Premises at the date hereof or the migration of any such Hazardous substance to or from the Premises to the extent [REDACTED], [REDACTED] ([REDACTED]
[REDACTED]) [REDACTED].
 - 11.2. The Tenant shall indemnify the Landlord against any obligation arising under the Hazardous Waste (England and Wales) Regulations 2005 and Hazardous Waste (Wales) Regulations 2005 and other environmental [REDACTED]
[REDACTED]
[REDACTED].
 - 11.3. Notwithstanding the foregoing provisions of this paragraph and all earlier provisions of this lease, in the event that asbestos [REDACTED]
[REDACTED], [REDACTED] :
 - 11.3.1 if asbestos is discovered as a result of investigation by the Tenant or building work commissioned by the Tenant, or by any person on the Premises as an agent or contractor of the Tenant, then the [REDACTED]
[REDACTED]
[REDACTED].

12. Signs and advertisements

13. Goods and vehicles

The Tenant agrees that he will not:

OR

14. Alterations with Landlord's consent

15. Preconditions for development

- 15.1. The Tenant must not carry out any development at [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

15.2. The Landlord may refuse [REDACTED]
[REDACTED].

16. Default notice by Landlord

17. Assignment of the lease

17.2. The Tenant may not assign, transfer or sublet part of the Premises separately from [REDACTED], [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED]
[REDACTED] - [REDACTED].

18. Sub-letting

- 18.1. The Landlord need ■■■■■
■■■■■ :

18.1.1 in his reasonable opinion the assignee or sub-■■■■■
■■■■■
■■■■■
■■■■■ .

18.2. If the Landlord does consent to ■■■■■
, ■■■■■
■■■■■ :

18.2.1 that every permitted sublease shall be for a ■■■■■
■■■■■
■■■■■ .

18.2.2 that every permitted sublease shall be granted ■■■■■
■■■■■ , ■■■■■
■■■■■ .

18.2.3 that the rent under the sublease shall ■■■■■
■■■■■
■■■■■ .

18.2.4 that every permitted sublease shall contain the same provisions as are ■■■■■ , ■■■■■
■■■■■
■■■■■ , ■■■■■
■■■■■ :

18.2.4.1 contain an absolute prohibition against all ■■■■■
■■■■■
■■■■■
■■■■■ ;

18.2.4.2 prohibit assignment or subletting of the whole ■■■■■
■■■■■
■■■■■
■■■■■ ;

18.2.4.3 require the assignee on any assignment of the sublease ■■■■■
■■■■■
■■■■■
■■■■■ .

19. Tenant indemnifies Landlord

The Tenant agrees to [REDACTED]
[REDACTED] :

20. Land Registration

21. The Security Deposit

OR

- 21.1. The Landlord confirms that he has [REDACTED] £ [REDACTED]
[REDACTED].

21.2. The Landlord may use the Security Deposit [REDACTED]
[REDACTED].

- 21.3. If the [REDACTED] :
- 21.3.1 he will tell [REDACTED]
[REDACTED];
 - 21.3.2 the rights or [REDACTED]
[REDACTED].
 - 21.3.3 the sum used is repayable to the Landlord [REDACTED]
[REDACTED] [4] [REDACTED]
[REDACTED].

22. Landlord warranties

The Landlord warrants that:

- 22.1. he is not [REDACTED]
[REDACTED];
- 22.2. the Premises have been [REDACTED]
[REDACTED];
- 22.3. there is no dispute with any [REDACTED]
[REDACTED], [REDACTED]
[REDACTED];
- 22.4. the Premises are supplied [REDACTED], [REDACTED]
[REDACTED], [REDACTED].
- 22.5. The services mentioned above have [REDACTED], [REDACTED]
[REDACTED];
- 22.6. The Premises [REDACTED];
- 22.7. The Landlord knows of no order by [REDACTED]
[REDACTED]
[REDACTED];
- 22.8. The fire and smoke alarms, fire extinguishers [REDACTED]
[REDACTED]
[REDACTED];
- 22.9. Except so far as provided in this lease, [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

23. Insurance

23.1. "Insured Risks" means:

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

23.6. Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]

24. Access for Landlord

Conditions for access for the Landlord are:

25. Guarantor(s)

The Guarantor agrees:



26. Provision for premature termination

- 26.1. Despite all other provisions of this lease, the Tenant may terminate this
[]
, .

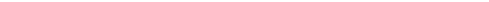
26.2. If the Tenant so terminates the lease, all ,
.
.

26.3. Payments made to the Landlord .

27. Forfeiture

28. Rent review

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

28.3. The Landlord may increase [20 %] 

OR

28.4. The Landlord may increase the Rent by a proportion equal to the increase in the cost of living.

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

OR

OR

29. Failure to agree reviewed rent

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

30. At the end of the lease

When this lease ends:

A decorative border consisting of a grid of black squares arranged in a rectangular pattern, creating a frame around the page content.

31. 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

32. Other matters

It shall be deemed to have been delivered:

if sent by e-mail to the address from which the receiving party has last sent e-mail: ■ ■ ■ 24 ■ ■ ■

[]

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:

Signed as [REDACTED]

Signature:

Witness: signature:

Name:

Address:

Schedule 1: the Service Charge and Services

1. Definitions

“Surveyor”

A decorative horizontal border consisting of a repeating pattern of black squares arranged in a grid. The pattern is composed of two rows of squares, with the second row offset by half a square relative to the first. This creates a visual texture similar to a woven fabric or a perforated surface. The border spans the width of the page.

“Total Cost of Services”

“Unlet Space”

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

Schedule 2: rights expressly reserved

Schedule 3: (draft) Authorised guarantee agreement

Date: [Date]

This agreement is made between:

“ ” [] []

OR

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

and

■ ■ ■ ■ “ ■ ■ ■ ■ [■ ■ ■ ■ ■ ■ ■] ■ ■ ■ ■ [■ ■ ■ ■]

OR

████████████████████████ [████████] [███████████████████████████ [████████]

It is now agreed as follows:

1. Definitions

.....

“Assignee” means [name] the incoming tenant.

“Liability Period”

The diagram consists of a horizontal row of 20 square boxes. The first 12 boxes are solid black, representing the 'Liability Period'. The subsequent 8 boxes are white with a black outline, indicating they are not part of the liability period.

.....
.....

2. Interpretation

In this agreement unless the context otherwise requires:

3. Background

- 3.1. [] , .

3.2. .

3.3. .

4. Guarantor's Covenants

5. Effect of disclaimer

- 5.1.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 5.1.3 [REDACTED]
[REDACTED].
- 5.1.4 [REDACTED]
[REDACTED].
- 5.2. [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]:
- 5.2.1 [REDACTED]
[REDACTED]:
- 5.2.1.1 the date three months after the disclaimer;
- 5.2.1.2 [REDACTED] - [REDACTED], [REDACTED]
[REDACTED] - [REDACTED];
- 5.2.1.3 [REDACTED]
[REDACTED].
- [REDACTED]
[REDACTED].

6. Landlord's covenants

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

7. Severance and enforceability

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

7.2. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] ([REDACTED]) 1995 [REDACTED] 25 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

7.3. [REDACTED]
[REDACTED] ([REDACTED]) [REDACTED]
[REDACTED] 1995 [REDACTED] 25 , [REDACTED]
[REDACTED].

[REDACTED] / [REDACTED]
[REDACTED]
[REDACTED]

OR

[REDACTED] / [REDACTED]
[REDACTED]
[REDACTED] / [REDACTED]
[REDACTED] [REDACTED]

For, and on behalf of []

[print name, sign at right]

For, and on behalf of []

[print name, sign at right]

Schedule 4: (Draft) Security Deposit agreement

This agreement is dated [date] and made between:

The Landlord: [name]

of [address]

The Tenant: [name]

of [address]

Background:

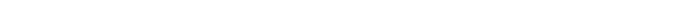
A.

B.

It is now agreed as follows:

1. Definitions

A musical staff consisting of five horizontal lines. It features a descending eighth-note pattern starting from the top line and moving down to the bottom line. The notes are black squares with diagonal dashes, separated by vertical stems. The pattern begins at the top line and continues down to the bottom line.

“Deposit” 

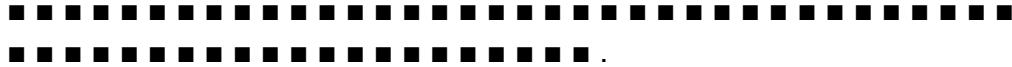
2. Interpretation

3. The Referee

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

4. The Deposit

- 4.1. [REDACTED] £ [REDACTED].
- 4.2. [REDACTED] [REDACTED / [REDACTED]] [REDACTED]
[REDACTED]
[REDACTED].
- 4.3. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 4.4. [REDACTED], [REDACTED]
[REDACTED]



5. Calling down the Deposit

A 3x10 grid of black squares arranged in three rows and ten columns, representing a 3x10 matrix.

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](#)

Explanatory notes

Commercial property lease: suite of offices

General notes:

1. Recognition of our copyright in this document

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 :

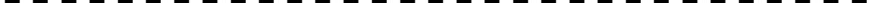
<https://www.netlawman.co.uk/ia/security-of-tenure>

<https://www.rics.org/uk/upholding-professional-standards/sector->

[Start](#) [About](#) [Contact](#) [Privacy Policy](#) [Terms of Service](#)

5. Is your lease for more than seven years?

If your lease is for a term of more than seven years, take the prescribed lease clauses document and follow the instructions for completing it, adding it ■ ■ ■ .

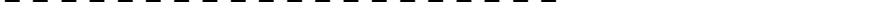


A lease for more than seven years usually needs to be registered with the Land Registry, but a lease for seven years or less does not. Registration now requires completion of the "prescribed lease clauses". You can find full information at <https://www.gov.uk/government/publications/prescribed-clauses-leases>. Although, they do not actually mention seven years, that is the period at 01 December 2011.

6. Stamp duty on leases

You cannot use as evidence in court any document transferring an interest in property, unless it has been stamped. That includes a lease. The rate is calculated as a percentage of the average rent for the term. If there are review provisions, the Inland Revenue will generally accept a calculation based on the starting rent. Current rates are at <http://www.hmrc.gov.uk/sdlt/intro/rates-thresholds.htm#2>. There is also a link to a calculator.

However low or artificial the rent, as long as value is shown, the document will



7. Signing

8. What to give your tenant

9. What to take up on completion

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

- 9.1. The counterpart lease: that is to say the copy signed by the tenant. (He
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■)
 - 9.2. Any capital money paid to you as a premium ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
 - 9.3. The rent, apportioned to the next ■ ■ ■ ■ ■ ■ ;

Paragraph specific notes

Notes referable to specific numbered paragraphs

1. Definitions

Conduit is an ancient word for a pipe. In law it has a wider meaning, as we have defined.

The best way to specify the use allowed is by reference to the planning use classes which you will find at

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

2. Interpretation

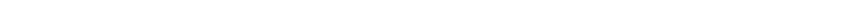
Leave these items in place unless there is a good reason to edit or remove.
Each of them .

3. Entire agreement

4. 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, the schedule could contain rights which you want to reserve from now, but which previously did not exist.

It is usual for only the cost of insurance to be treated as rent (and usually referred to as "Insurance rent"). The addition here of other expenses is ■ ■ ■



5. Rent and other payments

..... ,

6. Interest

This provision crystallises the landlord's entitlement when otherwise he may be entitled to [REDACTED]

7. Further payments

We have no comment.

8. Condition and repair

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

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

10. Restrictions on Tenant

11. Asbestos and environmental obligations

12. 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

13. Goods and vehicles

14. Alterations with Landlord's consent

15. Preconditions of development

16. Default notice by Landlord

17. Assignment of the lease

The body of law relating to lease assignment and subletting is enormous. The Landlord and Tenant (Covenants) Act 1995 and The Regulatory Reform (Business Tenancies) (England) Order 2003 have provided clarity in some previously murky areas, but [REDACTED]

18. Subletting

The starting position on subletting is likely to be that it is not allowed. Unless the tenant has some particular reason to [REDACTED], [REDACTED]
[REDACTED] . [REDACTED] .

19. Tenant indemnifies Landlord

20. Land registration

21. The Security Deposit

22. Landlord warranties

23. Insurance

A current issue with insurance is where the insurer draws the line on terrorism, civil disobedience and sometimes flooding. ■ ■ ■ ■ ■ ■ ■ ■

24. Access for Landlord

Essential, but the tenant may ask for more specific arrangements

25. Guarantor

This is an area governed in part by the 1995 Act. The words have been chosen very carefully for an area of law which can be ■ ■ ■ ■ ■ ■ ■ ■

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

The 1995 Act also law provides that you cannot insist that the guarantor takes a lease himself if the tenant defaults. It also provides that you cannot insist that the guarantor continues as guarantor of a new tenant on an assignment. That means that

..... ,

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 guarantees from all of the directors of the company. Do not be tempted to relax this policy because the directors are married or family members, and only one of them

26. Provision for premature termination

27. Forfeiture

These provisions are usual.

28. Rent review

We provide for four clear alternatives:

Most rent review provisions allow for "upwards only" review. Occasionally this
is done by a court or arbitration panel.

Note that we have not provided the usual arbitration procedure. We take the view that the parties can easily arrange arbitration if that is required.

29. Failure to agree reviewed rent

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



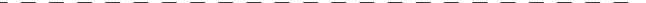
30. At the end of the lease

These provisions simply tie up loose ends.

31. Security of tenure excluded

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



The forms are available .

32. Other matters

Schedule 1 The Service Charge

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



..... ,

Schedule 2 Rights reserved

Schedule 3 Authorised Guarantee Agreement

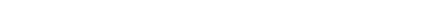
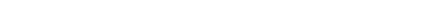
Section 16 of the Act reads as follows:

Tenant guaranteeing performance of covenant by assignee.

(b) impose on the tenant liabilities as guarantor in respect of the assignee's [REDACTED];

OR, Briefly,

Schedule 4 Security Deposit agreement

It is not appropriate to involve the Referee as a 



End of notes