

## **Foreword: The Net Lawman approach**

..... , .....

The extent to which we can comment and advise in our guidance notes is limited. With so many different knowledge levels among our buyers, it has been impossible to address every audience in the most suitable way. We have therefore taken the middle ground and have aimed our notes [REDACTED]

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] [REDACTED].

## **Land lease: business use, with or without plant or buildings**

**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: Rights reserved

Schedule 2: Authorised Guarantee Agreement

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<b>The Landlord is:</b>	[name]
<b>Of</b>	[address]
<b>The Tenant is:</b>	[name]
<b>Of</b>	[address]
<b>The Guarantor is:</b>	[name]
<b>Of</b>	[address]
<b>Start date of lease:</b>	[date]
<b>End date of lease:</b>	[date]

## 1. Definitions

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

“Insurance Rent” means the premium, net of any commission, paid by the Landlord to [REDACTED] [REDACTED].

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

OR

## “Use Allowed”

means: [use as / or / any use allowed under Use Class [number] of the Town and Country Planning (Use Classes) Order 1987 (as amended)] or any other use to which the Landlord ■■■■■ ( ■■■■■ ■■■■■ ■■■■■ ).

## 2. Interpretation

In this lease unless the context otherwise requires:

### **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. The lease**

- 4.1. By this lease the Landlord lets and the Tenant takes the Land for the Term at the Rent and subject ██████████  
██████████.
- 4.2. The Land is let subject to all rights, easements, restrictions, covenants ██████████.
- 4.3. The rights specified in Schedule 1 are expressly ██████████  
██████████.
- 4.4. All payments which may be due by the Tenant to the Landlord from time to time shall ██████████.
- 4.5. [The Landlord is under no obligation to insure the Land or any plant or buildings on it but if he does, the ██████████  
██████████].

## **5. Rent and other payments**

- 5.1. The Tenant shall pay to the Landlord:
  - 5.1.1 the Rent;
  - 5.1.2 the Insurance Rent;
  - 5.1.3 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, ██████████, ██████████, ██████████  
██████████, ██████████; ██████████;
- 5.2. For each of the above payments, an appropriate apportionment shall be made for the period from now until ██████████.
- 5.3. The Tenant shall also pay to the Landlord all ██████████  
██████████:
  - 5.3.1 any works to the Land which the Landlord undertakes as a ██████████  
██████████;
  - 5.3.2 dealing with any application by the Tenant for consent or approval, ██████████;

## **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] [REDACTED].

## **7. Further Payments**

## **8. Condition and repair**



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

The Tenant agrees and undertakes that he will:

## **10. Restrictions on Tenant**

## **11. Signs and advertisements**

## **12. Goods and vehicles**

The Tenant agrees that he will not:



**OR**



## **13. Alterations with Landlord's consent**

## 14. Preconditions for development

## **15. Default notice by Landlord**

- 15.1. If the Tenant is in default of any provision of this Agreement, the Landlord may give the Tenant notice in writing specifying the nature of the default and requiring the Tenant to cure such default within seven days of receipt of the notice. If the Tenant fails to cure the default within the specified time period, the Landlord may terminate the Agreement.

15.2. If the Tenant fails to remedy the default within seven days of receipt of the notice, the Landlord may give the Tenant notice in writing specifying the nature of the default and requiring the Tenant to cure such default within seven days of receipt of the notice. If the Tenant fails to cure the default within the specified time period, the Landlord may terminate the Agreement.

## **16. Assignment of the lease**

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

## **17. Sub-letting**

17.2.4.5 to prohibit the assignee of the subtenant ■ ■ ■ ■ ■

.....



#### **18. Tenant indemnifies Landlord**

The Tenant agrees to [REDACTED]  
[REDACTED] :

## **19. Land Registration**



## **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]

20.3.3 the sum used is repayable to the Landlord [REDACTED]  
[REDACTED] [4] [REDACTED].

## 21. Landlord warranties

## The Landlord warrants that:



## **22. Insurance**

- 22.2. A risk shall cease to be treated ■■■■■ .

22.3. The Landlord will keep the Land insured with reputable ■■■■■ , ■■■■■ , ■■■■■ , ■■■■■ .

22.4. If damage is caused to the Land by an Insured Risk, the Landlord will ■■■■■ ■■■■■ ( ■■■■■ ) .

22.5. Once a year, if the Tenant asks, ■■■■■ ■■■■■ .

22.6. Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the ■■■■■ , ■■■■■ ■■■■■ , ■■■■■ ; ■■■■■ , ■■■■■ : ■■■■■ , ■■■■■ :

22.6.1 the Tenant need not ■■■■■ ■■■■■ .

22.6.2 if at any time it seems unlikely that the Land will be fully restored within three years from ■■■■■ ■■■■■ , ■■■■■ ( ■■■■■ ) . ■■■■■ . ■■■■■ :

22.6.2.1 the insurance money belongs to the Landlord;

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

22.6.2.3 all other provisions shall apply as ■■■■■ ■■■■■ , ■■■■■ ■■■■■ .

## **23. Access for Landlord**



Conditions for access for the Landlord are:



**24. Guarantor(s)**

The Guarantor agrees:

## **25. Provision for premature termination**

- 25.1. Despite all other provisions of this lease, the Tenant may terminate this [REDACTED] ,  
[REDACTED] .
  - 25.2. If the Tenant so terminates the lease, all [REDACTED]  
[REDACTED] , [REDACTED]

25.3. Payments made to the Landlord [REDACTED]  
[REDACTED].

## 26. Forfeiture

26.1. The Landlord may [REDACTED]  
[REDACTED]:

26.1.1 any Rent or payment treated as [REDACTED]  
28 [REDACTED], [REDACTED]  
[REDACTED];

26.1.2 the Tenant or the Guarantor is in [REDACTED]  
[REDACTED]  
[REDACTED];

26.1.3 the Tenant or the Guarantor, if an individual ([REDACTED]  
[REDACTED], [REDACTED]) [REDACTED]  
[REDACTED]  
[REDACTED];

26.1.4 the Tenant or the Guarantor, if a company, [REDACTED]  
[REDACTED], ([REDACTED]  
[REDACTED]) [REDACTED]  
[REDACTED];

26.1.5 the Tenant enters [REDACTED]  
[REDACTED];

26.1.6 the Tenant has any distress or execution levied on [REDACTED]  
[REDACTED]  
[REDACTED] 21 [REDACTED]  
[REDACTED].

26.2. The forfeiture of this lease [REDACTED]  
[REDACTED].

## 27. Rent review

27.1. The Rent shall [REDACTED]  
[REDACTED].

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

.....  
.....

- 27.3. The Landlord may increase ..... [ 20 %] .....  
.....

OR

- 27.4. The Landlord may increase the Rent by a proportion equal .....  
.....  
.....  
.....

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

OR

- 27.6. From the Rent Review Date, the .....  
.....  
.....

OR

- 27.7. From the Rent Review Date, the .....  
.....  
.....

- 27.8. The market rent is the rent which a willing tenant would pay for the Land on the open market, if .....  
.....  
.....  
.....  
....., ..... , .....  
..... :

- 27.8.1 the willing tenant takes account of any likelihood that he would be .....  
.....  
.....  
.....

27.8.2 the Land is vacant;

27.8.3 the Land can immediately be used;

27.8.4 the Land is in the condition required [REDACTED]  
[REDACTED]  
[REDACTED];

27.8.5 during the lease period the Tenant has done nothing to the [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

27.8.6 no payment or allowance [REDACTED]  
[REDACTED].

27.9. If the Landlord and the Tenant agree the amount of [REDACTED]  
[REDACTED], [REDACTED], [REDACTED],  
[REDACTED].

27.10. The Tenant is to continue to pay Rent at [REDACTED]  
[REDACTED]  
[REDACTED].

27.11. Starting on that rent day, the [REDACTED]  
[REDACTED]  
[REDACTED].

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

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

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

28.1. Either party may request the president for [REDACTED]  
[REDACTED] ("[REDACTED]") [REDACTED]  
[REDACTED].

28.2. The expert [REDACTED].

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

### **29. At the end of the lease**

When this lease ends:

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

### **31. Other matters**

- .....
- .....
- .....
- .....
- .....
- 31.7. The Tenant is not to be entitled to the benefit .....  
.....  
.....  
.....  
.....
- 31.8. No failure or delay by any party to exercise any right, .....  
.....  
.....  
.....
- 31.9. This lease does not give any right .....  
.....( ..... ) ..... 1999 .....  
.....
- 31.10. [ .....  
.....  
..... ].
- 31.11. .....  
.....  
.....  
.....

It shall be deemed to have been delivered:

- ..... : .....  
..... ;  
..... : .....  
..... 72 ..... ;  
..... - ..... : .....  
..... 24 .....  
.....
- 31.12. .....  
..... , .....  
.....  
.....  
.....
- 31.13. ..... / .....

**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: rights expressly reserved**

## Schedule 2: (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 four horizontal rows of five black squares each. The first row starts with a black square followed by a series of white squares. The second row starts with a black square followed by a series of white squares. The third row starts with a black square followed by a series of white squares. The fourth row starts with a black square followed by a series of white squares.

Digitized by srujanika@gmail.com

## 2. Interpretation

In this agreement unless the context otherwise requires:



### 3. Background

- 3.1. [REDACTED],  
[REDACTED].

3.2. [REDACTED]  
[REDACTED]  
[REDACTED].

3.3. [REDACTED]  
[REDACTED]

#### **4. Guarantor's Covenants**

## **5. Effect of disclaimer**

5.1. [REDACTED], [REDACTED], [REDACTED],  
[REDACTED], [REDACTED], [REDACTED], [REDACTED],  
[REDACTED], [REDACTED],  
[REDACTED], [REDACTED], [REDACTED] :

5.1.1 [REDACTED], [REDACTED] 30 [REDACTED]  
[REDACTED], [REDACTED], [REDACTED],  
[REDACTED], [REDACTED],  
[REDACTED].

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

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

## 6. Landlord's covenants

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

## 7. Severance and enforceability

- 7.1. .....  
....., ....

..... / .....  
.....  
.....

OR

For, and on behalf of [ ]

print name

For, and on behalf of [ ]

print name

## **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:

- Figure 1 consists of three panels labeled A, B, and C. Each panel displays a grid of black squares arranged in a 10x10 pattern against a white background. Panel A is positioned at the top, Panel B is in the middle, and Panel C is at the bottom.

**It is now agreed as follows:**

## 1. Definitions

A graphic consisting of four horizontal rows of black squares. The top row contains 25 squares. The second row contains 24 squares. The third row contains 23 squares. The bottom row contains 13 squares.

“Client Account” [REDACTED]  
[REDACTED], [REDACTED]

“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. ██████████ , ██████████  
██████████ ].

.....

## **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:

### **Land lease: business use, with or without plant or buildings**

## 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

#### **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-standards/business-premises>

[standards/real-estate/code-for-leasing-businesses](#)

## **Landlord and Tenant (Covenants) Act 1995.**

<http://www.registration...>

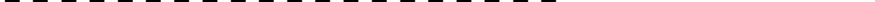
**5. Is your lease for more than seven years?**

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**

When you have edited this document you will send it to your proposed tenant. He may reasonably ask [REDACTED]

## **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

.....  
..... “.....”.

**Land:** substitute some alternative work 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 description which refers to ..... .  
..... , .....

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

A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the Land is in excellent condition, the landlord will benefit most from photographs. If the Land is in poor condition, then it is the tenant who .....  
..... , .....

**Plant:** we have used this term to cover whatever small buildings, or equipment might be on the land. It could refer to a coal cleaning or mineral extraction plant or to a small mobile toilet .....  
..... .

**Rent review:** an option. In or out. You choose. Historically, reviews were agreed at five yearly intervals. Your position .....  
..... .

**Security deposit:** whether you decide to take a security deposit or not is for your choice. Once decided, you have the option of using the formal agreement or simply placing the deposit .....  
..... .

**Term:** How many years for the lease? The term of the lease is important for both parties. Subject to appropriate rent reviews, the longer the term the greater the value to the landlord. If a landlord wishes to borrow money against the security of the lease, the bank will be unlikely to consider a proposal with a lease of less than five years. On the other hand, a tenant might need a long lease in order to justify high fixed costs .....  
..... , .....

**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 ■

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

### **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.

## **5. Rent and other payments**

Important: Sub-paragraph 8 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 to [REDACTED]

## 6. Interest

## **7. Further payments**

We have no comment.

## **8. Condition and repair**

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

## **10. Restrictions on Tenant**

## **11. Signs and advertisements**

## **12. 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 ■■■■■ : ■■■■■  
■■■■■  
■■■■■  
■■■■■ .

### **13. Alterations with Landlord's consent**

This paragraph is related to the one following. Together they regulate what the tenant may not do and at the same time provide a control route if the landlord wishes to authorise some specific work. It is likely that the ■■■■■  
■■■■■ ■■■■■ " ■■■■■  
■■■■■ " ■■■■■ . ■■■■■  
■■■■■  
■■■■■  
■■■■■  
■■■■■ .

### **14. Preconditions of development**

The landlord has an opportunity to object and refuse permission for the tenant's proposals. Even he approves, he may find that the actual application for permission is not to his liking or that unreasonable terms are imposed by ■■■■■  
■■■■■ . ■■■■■  
■■■■■ , ■■■■■  
■■■■■ , ■■■■■  
■■■■■ .

### **15. 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 ■■■■■  
■■■■■ ■■■■■  
■■■■■ , ■■■■■  
■■■■■ .

### **16. 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. ■■■■■  
■■■■■ ■■■■■ , ■■■■■  
■■■■■ ■■■■■ ■■■■■  
■■■■■ ■■■■■ .

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 ■■■■■ ■■■■■  
■■■■■ ■■■■■ , ■■■■■ . ■■■■■

## **17. 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] .

#### **18. Tenant indemnifies Landlord**

Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However,



## **19. Land registration**

## **20. The Security Deposit**

## **21. Landlord warranties**

## 22. Insurance

The landlord should be sure that he is able to provide the cover he promises in [REDACTED] [REDACTED].

## **23. Access for Landlord**

## **24. Guarantor**

## **25. 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 then or shortly afterwards. In that way the tenant has the benefit of as long a lease as he

## **26. Forfeiture**

These provisions are usual.

## **27. Rent review**

We provide for four clear alternatives:



Most rent review provisions allow for "upwards only" review. Occasionally this

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.

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## **28. 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, ■■■■■ ■■■■■ ■■■■■

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

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## **29. At the end of the lease**

These provisions simply tie up loose ends.

If the tenant has fitted out the Land for ■■■■■ ■■■■■ / ■■■■■  
■■■■■ ■■■■■ , ■■■■■ ■■■■■ ■■■■■ , ■■■■■  
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■  
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## **30. Security of tenure excluded**

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

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This paragraph enables the landlord to obtain possession at the expiry of the term without having to prove that one of ■■■■■ ■■■■■ ■■■■■

The forms are available 



### **31. Other matters**

#### **Schedule 1 Rights reserved**

## **Schedule 2 Authorised Guarantee Agreement**

*Section 16 of the Act reads as follows:*

**Tenant guaranteeing performance of covenant by assignee.**

.....  
.....

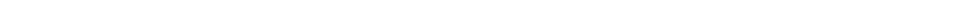
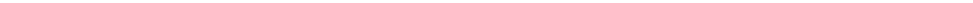
- (5) ..... (4), .....
- (a) impose on the .....  
.....;  
.....;
- (b) impose on the tenant liabilities as guarantor in respect of .....  
.....  
.....  
.....  
.....;
- (c) require the tenant, ..... , .....  
..... :  
.....
- (i) whose .....  
....., .....
- (ii) .....  
.....;
- (d) make provision ..... (.....) ..... (.....).  
.....
- (6) Where a person ("the former tenant") is to any .....  
..... 11 (2) .....
- (a) the landlord may require the former tenant .....  
....., .....
- (b) if its provisions conform ..... (4) ..... (5), .....

(b) the tenancy referred to in section 1(1)(a) of the Residential Tenancies Act 1986.

OR, Briefly,

.....  
.....

## Schedule 3 Security Deposit agreement

It is not appropriate to involve the Referee as a   
  


## End of notes