

Foreword: The Net Lawman approach

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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]

So how has that affected this lease template precedent? We have taken the view that the law is the law. Codes are fine, but at the end of the day, we look to protect the interest of the landlord. So this, and all other of our commercial leases, are drawn from a starting point of "What does the landlord want or need here?" Only then do we go on to ask "Is what we have compatible with [REDACTED]?" [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED], [REDACTED]

Land lease: car park or lorry park

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

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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 .

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

“Lease Period”	means the total of the Term plus any extension or renewal, during which [REDACTED] [REDACTED].
“Plan”	means the plan[s] attached to this lease which identify the Land [REDACTED / [REDACTED] [REDACTED]]
“Planning Acts”	means the Town and Country Planning Act1990, the Planning Act 2008 and all [REDACTED] [REDACTED].
“Plant”	means the whole of the barriers and other installations (if any) on and attached to the Land, including machine parts which could be removed and including any buildings now [REDACTED] [REDACTED], [REDACTED] [REDACTED].
“Rent”	means [£48,000] payable without any deduction, in advance, by [twelve equal monthly instalments of £4,000, on the first day of each month / [REDACTED] [REDACTED] [REDACTED] / [REDACTED]] [REDACTED] [REDACTED] [REDACTED / [REDACTED]]];
“Rent Review Date”	means every [third] anniversary of the start date of the lease. A reference to the Rent [REDACTED] [REDACTED] [REDACTED].
<i>OR</i>	
“Rent Review Date”	means [date]
“Security Deposit”	means the sum paid by the Tenant to the Landlord as a deposit against any breach [REDACTED] [REDACTED] [REDACTED].
“Sign”	means any sign, poster or advertisement or other visual message in any medium, painted onto or attached to any part of the [REDACTED], [REDACTED] [REDACTED] [REDACTED].
“Term”	means a term of [number] years [REDACTED] [REDACTED / [REDACTED] [REDACTED]].

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

The Tenant agrees and undertakes that ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

.....
.....]

10.12. change or install any locks and other
.....;
.....;

10.13. use the Land for any activity which is dangerous, offensive, noxious,
.....,
.....;
.....;

11. Asbestos and environmental obligations

The provisions in this
......

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

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

11.3. Notwithstanding 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 Land , he must
-
-
-
-
- 12.2. The Landlord is under no obligation
-
-
-
- 12.3. The Landlord may approve any Sign subject
-
-
-
- 12.4. The Tenant accepts full liability for and indemnifies the Landlord
-
-
-

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 to remedy the default within seven days of the notice, failing which the Landlord may terminate the lease.
 - 15.2. If the Tenant fails to remedy the default within seven days of the notice, the Landlord may terminate the lease.

16. Assignment of the lease

.....3.....
.....

- 16.8. Within four weeks after the Land is assigned (or),
.....
..... £ 100 .

17. Sub-letting

- 17.1. The Landlord need
..... :

17.1.1 in his reasonable opinion the assignee or sub-.....
.....
.....
..... .
- 17.2. If the Landlord does consent to
,
..... :

17.2.1 that every permitted sublease shall be for a
.....
..... .
- 17.2.2 that every permitted sublease shall be granted
..... ,
..... .
- 17.2.3 that the rent under the sublease shall
.....
..... .
- 17.2.4 that every permitted sublease shall contain the same
provisions as are ,
..... ,
..... :

17.2.4.1 contain an absolute prohibition against
.....
..... ;

18. Tenant indemnifies Landlord

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

21. Landlord warranties

The Landlord warrants that:

- 21.1. he is not [REDACTED]
[REDACTED];
- 21.2. there is [REDACTED]
[REDACTED];
- 21.3. the Land is supplied [REDACTED], [REDACTED],
[REDACTED].
- 21.4. the services mentioned above have [REDACTED], [REDACTED]
[REDACTED];
- 21.5. the Land [REDACTED];
- 21.6. the Landlord knows of no order by [REDACTED]
[REDACTED]
[REDACTED];
- 21.7. except so far as provided in this lease, [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

22. [Insurance

22.1. “Insured Risks” means:

22.1.1 the risks of loss or damage by any naturally occurring event, fire, explosion, terrorism, civil commotion, malicious damage, [REDACTED]
[REDACTED] ([REDACTED]), [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

22.2. A risk shall cease to be treated

22.3. The Landlord will keep the Land insured with reputable [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]

22.6. 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]

22.6.1 the Tenant need not

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] .
- 25.2. If the Tenant so terminates the lease, all [REDACTED] .
- 25.3. Payments made to the Landlord [REDACTED] .

26. Forfeiture

- 26.1. The Landlord may [REDACTED] :
 - 26.1.1 any Rent or payment treated as [REDACTED]
■ 28 [REDACTED], [REDACTED];
 - 26.1.2 the Tenant or the Guarantor is in [REDACTED]
[REDACTED];
 - 26.1.3 the Tenant or the Guarantor, if an individual ([REDACTED], [REDACTED]) [REDACTED]
[REDACTED];
 - 26.1.4 the Tenant or the Guarantor, if a company, [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] 21 [REDACTED]
[REDACTED].

27. Rent review

QR

OR

OR

28. Failure to agree reviewed rent

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

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

It shall be deemed to have been delivered:

.....
.....]

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:

[REDACTED]

Signature:

Witness: signature:

Name:

Address:

Schedule 1: rights expressly reserved

Schedule 2: (draft) Authorised guarantee agreement

Date:

This agreement is made between:

“ ” [] []

OR

[- - - -] [- - - -] [- - - -] [- - - -]

and

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

OR

[- - - -] [- - - -] [- - - -] [- - - -]

It is now agreed as follows:

1. Definitions

.....

“Assignee” means [name] the incoming tenant.

“Lease” []
[] []
[] [] []
[] [] [] []
[] [] [] [] []
[] [] [] [] [] []
[] [].

“Liability Period”

The diagram consists of four horizontal rows of black squares. The top row has 10 squares. The second row has 9 squares. The third row has 8 squares. The bottom row has 3 squares. This visual representation corresponds to the text "Liability Period" followed by a series of 30 dots.

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] :

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

5.1.2 [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.
.....,

.....,

7.2.,
.....
..... (....) 1995 25

7.3.,
..... (....) ..
..... 1995 25,

..... /

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:

It is now agreed as follows:

1. Definitions

A musical staff consisting of five horizontal lines. The first measure contains four quarter notes. The second measure contains four quarter notes. The third measure contains four quarter notes. The fourth measure contains four quarter notes.

“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: car park or lorry park

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>

Code for Leasing Business Premises 2020:

standards/real-estate/code-for-leasing-business

Landlord and Tenant (Covenants) Act 1995.

<http://www.legislation.gov>

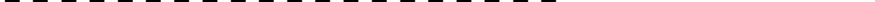
5. Is your lease for more than seven years?

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.

A decorative horizontal separator consisting of two rows of black squares. The top row has 30 squares, and the bottom row has 29 squares, creating a subtle visual texture.

5. Rent and other payments

6. Interest

7. Further payments

We have no comment.

8. Condition and repair

9. Tenant's positive obligations

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

10. Asbestos and environmental obligations

11. Restrictions on Tenant

12. Signs and advertisements

13. Alterations with Landlord's consent

14. Preconditions of development

15. Default notice by Landlord

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. ■ ■ ■ ■

17. Subletting

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,

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。

The second sub-paragraph merely provides a specific item for the sake of good order. Why? Because some uses, like waste re-cycling, ■ ■ ■ ■ ■ ■

.....

19. Land registration

20. The Security Deposit

21 Landlord warranties

22 Insurance

.....

A current issue with insurance is where the insurer draws the line on terrorism, civil disobedience and sometimes flooding.
.....
..... 1st 1993 .

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

23. Access for Landlord

Essential, but the tenant may ask for more specific arrangements
.....

24. 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
.....
.....
.....

The 1995 Act also 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 when
..... ,
.....
.....
.....

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

25. Provision for premature termination

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

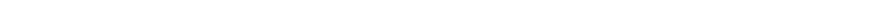
26. Forfeiture

These provisions are usual.

27. Rent review

We provide for four clear alternatives:

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



.....

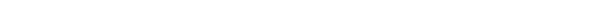
28. Failure to agree reviewed rent

29. At the end of the lease

These provisions simply tie up loose ends

30. Security of tenure excluded

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

The forms are available 

31. Other matters

Schedule 1 Rights reserved

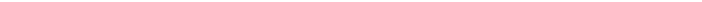
Schedule 2 Authorised Guarantee Agreement

We have provided a model version. We advise that you change it only by inserting the relevant particulars. By the Landlord and Tenant (Covenants) Act 1995, a tenant [REDACTED] ([REDACTED], [REDACTED] 1995 [REDACTED]). [REDACTED] “ [REDACTED] ” ([REDACTED] “ [REDACTED] ”) [REDACTED]. [REDACTED]

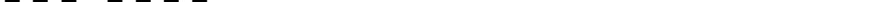
Section 16 of the Act reads as follows:

Tenant guaranteeing performance of covenant by assignee.

(b) to impose on the tenant any [REDACTED] ([REDACTED]
[REDACTED]) [REDACTED]
[REDACTED]
[REDACTED]

(a) impose on the ;

(i) subsections (2)(■ ■ ■ ■) ■ ■ ■ ■ (■ ■ ■ ■) ■ ■ ■ ■ (3) ■ ■ ■ ■



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

OR, Briefly,

At the top of these notes, we have provided a link to an excellent [historical timeline](#) of the 1995 conflict.

Schedule 3 Security Deposit agreement

End of notes