

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]

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].

Lease: unit on industrial estate or business park

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 .

“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] [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. 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 Unit at the date hereof or the migration of any such Hazardous substance to or from the Unit to the extent [REDACTED], [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]:
 - 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 Unit as an agent or contractor of the Tenant, then the [REDACTED]
[REDACTED]
[REDACTED].
 - 11.3.2 if asbestos is discovered in circumstances unconnected to work or investigation by the Tenant then the Landlord shall be responsible for the removal of [REDACTED]
[REDACTED]
[REDACTED].
 - 11.3.3 in any circumstance when the Landlord has an obligation in respect of the removal of asbestos, the Tenant shall provide the Landlord with [REDACTED]
[REDACTED].
 - 11.3.4 the Landlord shall in no circumstances be responsible for damage caused to any fitting out work or fittings or goods owned or controlled by the [REDACTED], [REDACTED]
[REDACTED].

12. Signs and advertisements

13. Goods and vehicles

The Tenant agrees that he will not:

14. Alterations with Landlord's consent

- 14.1. "Alteration" ■■■■■ " ■■■■■ " ■■■■■ .
 - 14.2. The Tenant shall not make any Alteration to the ■■■■■ ■■■■■ [■■■■■ ■■■■■];
 - 14.3. The Tenant must not make any connection with the ■■■■■ ■■■■■ [■■■■■ ■■■■■];
 - 14.4. If the Tenant wishes ■■■■■ , ■■■■■
■■■■■ ■■■■■ :
 - 14.4.1 obtain and comply with ■■■■■ ■■■■■ .
 - 14.4.2 make an application to the Landlord for consent, supported by reasonable drawings ■■■■■ ■■■■■ , ■■■■■ ■■■■■ , ■■■■■ ■■■■■ .
 - 14.4.3 pay the reasonable fees of the ■■■■■ [■■■■■ / ■■■■■ / ■■■■■].
 - 14.4.4 enter into any covenants the Landlord requires as ■■■■■ ■■■■■ .
 - 14.5. If an Alteration to the Unit is required by any ■■■■■ , ■■■■■
■■■■■ ■■■■■ ;

15. Preconditions for development

16. Default notice by Landlord

- 16.1. If the Tenant is in default of any provision of this lease, the Landlord may serve a notice on the Tenant demanding that the default be remedied within seven days. If the Tenant fails to remedy the default within seven days, the Landlord may serve a notice terminating the lease.
- 16.2. If the Tenant fails to remedy the default within seven days, the Landlord may serve a notice terminating the lease.

17. Assignment of the lease

- 17.1. Except as specified in this lease, the Tenant may assign or transfer his interest in the lease to another person.
- 17.2. The Tenant may assign or transfer his interest in the lease to another person.
- 17.3. The Tenant may not assign or transfer his interest in the lease to another person.
- 17.4. The Tenant may assign or transfer his interest in the lease to another person.
- 17.5. The Landlord may not withhold consent to the assignment or transfer of the lease.
- 17.6. It shall be a good reason for withholding consent that the financial status of the proposed assignee is unsatisfactory.
- 17.7. It is a good reason (among other good reasons) for withholding consent that the proposed assignee has a history of non-payment of rent.

-
..... :
- 17.7.1 the proposed transferee is less likely to be able / ;
- 17.7.2 the Tenant owes money to the Landlord;
- 17.7.3 [for retail only] the proposed use of the Unit by the proposed
- 17.7.4 there is no satisfactory guarantor of the assignee
.....
..... .
- 17.8. In giving consent,
..... :
- 17.8.1 the assignee shall not
- 17.8.2 the assignment shall impose an absolute ;
- 17.8.3 the assignee shall enter into direct
- 17.8.4 the assignor shall enter into an authorised guarantee
agreement 3
- 17.9. Within four weeks after the Unit is assigned (or),
..... £ 100 .

18. Tenant indemnifies Landlord

The Tenant agrees to ██████████
███████████:

- 18.1. any act, omission or negligence ██████████, ██████████
███████████;
█████████;
- 18.2. any breach by ██████████
█████████;
█████████;
- 18.3. any act, omission or negligence of the Tenant which ██████████
███████████
███████████
█████████.

19. Land Registration

- 19.1. If this lease or the rights granted ██████████
███████████
█████████:
 - 19.1.1 register this lease (and any subsequent assignment or other registrable ████████) ██████████ [14] ██████████.
███████████.
 - 19.1.2 deliver to the ██████████
███████████.
- 19.2. The Landlord shall not be liable to ██████████
███████████
█████████

20. The Security Deposit

The parties acknowledge that ██████████
███████████.

OR

- 20.1. The Landlord confirms that he has ██████████ £[█
██████] ██████████.

21. Landlord warranties

The Landlord warrants that:

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];

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] ;

22.7.1 the insurance money belongs to the Landlord;

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

23. Access for Landlord

23.3. to comply with any statutory obligation;

23.5. to show the interior and 

23.6. to value the Unit:

Conditions for access for the Landlord are:

24. Guarantor(s)

The Guarantor agrees:

-
.....
- 24.8. the Guarantor shall be liable for all expense relating to
.....
.....
.....

25. Provision for premature termination

- 25.1. Despite all other provisions of this lease, the Tenant may terminate this
..... [.....]
.....,
.....
.....
- 25.2. If the Tenant so terminates the lease, all
.....,
.....
- 25.3. Payments made to the Landlord
.....

26. Forfeiture

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

27. Rent review

OR

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

- 31.3. So far as any time, [REDACTED] .
[REDACTED], [REDACTED].
- 31.4. If any term or provision of this lease is at any time held to be void, invalid or unenforceable, then it shall be treated as removed, [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
[REDACTED].
- 31.5. If any provision in this lease extends beyond the limits [REDACTED]
[REDACTED] 1995 [REDACTED] 25 , [REDACTED]
[REDACTED]
[REDACTED].
- 31.6. The provisions of the Law of Property Act 1925 section 62 are excluded from this lease. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 31.7. The Tenant is not to be entitled to the benefit [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 31.8. No failure or delay by any party to exercise any right, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 31.9. This lease does not give any right [REDACTED]
[REDACTED] ([REDACTED]) [REDACTED] 1999 [REDACTED]
[REDACTED].
- 31.10. [Each party shall bear his own [REDACTED]
[REDACTED]
[REDACTED]].
- 31.11. Any communication to be served on either of the parties [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

It shall be deemed to have been delivered:

if delivered [REDACTED] ;

if sent by post [REDACTED] : [REDACTED] 72 [REDACTED];

If sent by e-mail to the address from which the receiving party has last sent e-mail: [REDACTED] 24 [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED] - [REDACTED],
[REDACTED]
[REDACTED]

31.12. In the event of a dispute between the parties to this lease, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED].

31.13. This lease shall be [REDACTED]

[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.

Signed as a deed [REDACTED], [REDACTED], [REDACTED]
[REDACTED]

[Name]:

Signature:

Witness: signature:

Name:

Address:

Signed as a deed [REDACTED], [REDACTED], [REDACTED]
[REDACTED]

[Name]:

Signature:

Witness: signature:

Name:

Address:

Signed as [REDACTED] [REDACTED]

Signature:

Witness: signature:

Name:

Address:

Schedule 1: the Service Charge and Services

1. Definitions

2. The amount payable

- 2.3.1. [REDACTED]
[REDACTED].
- 2.3.2. [REDACTED]
[REDACTED], [REDACTED].
- 2.4. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 2.5. [REDACTED]
, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 2.6. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

3. The Services which constitute the charge

The Services are:

- 3.1. [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED];
- 3.2. [REDACTED], [REDACTED], [REDACTED]
[REDACTED];
- 3.3. placing and running maintenance contracts for the Estate;
- 3.4. [REDACTED]
[REDACTED], [REDACTED];
- 3.5. [REDACTED], [REDACTED]
[REDACTED];
- 3.6. providing lighting;

Services and payments excluded from the Service charge

3.15. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED];

3.15.1 [REDACTED]
[REDACTED];

3.15.2 [REDACTED]
[REDACTED];

- 3.15.3 [REDACTED]
[REDACTED];
- 3.15.4 [REDACTED]
[REDACTED];
- 3.15.5 [REDACTED]
[REDACTED];
- 3.15.6 [REDACTED]
[REDACTED]

4. Service charge accounts

- 4.1. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 4.2. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 4.3. [REDACTED]
[REDACTED]
[REDACTED].
- 4.4. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 4.5. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 4.6. [REDACTED]
[REDACTED]

.....

4.7.

.....

4.8.

.....

Schedule 2: rights expressly reserved

Schedule 3: (draft) Authorised guarantee agreement

Date: [Date]

This agreement is made between:

“ ” [] []

OR

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

and

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

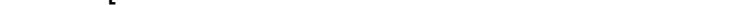
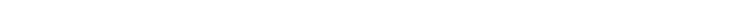
OR

It is now agreed as follows:

1. Definitions

.....
.....
.....

“Assignee” means [name] the incoming tenant.

“Unit”  ,



.....

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. [REDACTED], [REDACTED], [REDACTED],
[REDACTED], [REDACTED], [REDACTED],
[REDACTED], [REDACTED], [REDACTED],
[REDACTED], [REDACTED], [REDACTED];

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

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

7. Severance and enforceability

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

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

7.3. [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

For, and on behalf of []

print name

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. [REDACTED]
- [REDACTED]
- [REDACTED].
- B. [REDACTED]
- [REDACTED]
- [REDACTED].

It is now agreed as follows:

1. Definitions

[REDACTED], [REDACTED] :

“Call Down” [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

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

“Default” [REDACTED]
[REDACTED]
[REDACTED].

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].

5.2. [REDACTED]
[REDACTED].

5.3. [REDACTED] [14] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

5.4. [REDACTED] 14 [REDACTED], [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

Lease: unit on industrial estate or business 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:

<https://www.rics.org/uk/upholding-professional-standards/sector-standards/real-estate/code-for-leasing-business-premises-1st-edition/>

Landlord and Tenant (Covenants) Act 1995:

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

4. Agreement for lease

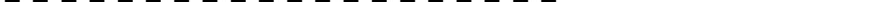
5. Is your lease for more than seven years?

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

- 8.1. Evidence that you own the freehold. It would be usual to show a copy of your land certificate, ██████████
██████████.
- 8.2. Planning consents, refusals and correspondence.
- 8.3. If the property is charged to a lender, you will have to show a copy of the lender's consent to the transaction in the form of a letter setting out the main points of the lease, or a copy of the agreed version, signed ██████████, ██████████, ██████████, ██████████.
██████████.
- 8.4. An energy performance certificate under the Energy Performance of Buildings (Certificate and Inspection)(England ██████████) ██████████ 2007.

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

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, as we have defined ██████████.

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. ██████████

.....
..... “ .. .”.

Estate: 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 unit is in excellent condition, the landlord will benefit most from photographs. If the unit is in poor condition, then it is the tenant who

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

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal.

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

Rent: is generally calculated in £s per square foot or £s per square metre, but the calculation rarely appears in the lease. The landlord will often specify a particular round sum when a property is advertised.

.....,

Important: the last sub-paragraph 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 leave the lease showing the full amount of the rent payable. This ensures that you do

6. Interest

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

7. Further payments

We have no comment.

8. Condition and repair

The first ten items here are usual. Sub paragraph 2 refers to condition as at today. This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of

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.....
.....
.....

Generally, you should make sure this paragraph ties in with,

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,,,

This lease document will be used by landlords with widely different units let for an even wider array of uses. There may be,,,,

9. Tenant's positive obligations

■ ■ ■ ■ ■ 2010 .

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

10. Restrictions on Tenant

Here is a long menu

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 his tenant wishes to show.

.....,

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 required.

For a multi-let property, the landlord will no doubt [REDACTED]

[REDACTED]

13. Goods and vehicles

14. 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 ■■■■■

“ ”
“ ”
“ ”
“ ”

15. 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 ■

16. Default notice by Landlord

17. Assignment of the lease

”

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

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21. Landlord warranties

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22. Insurance

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23. Access for Landlord

Essential, but the tenant may ask for more specific arrangements

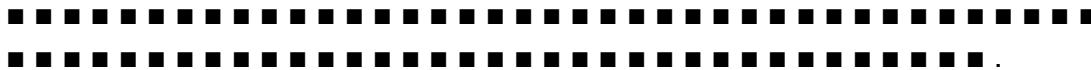
24. Guarantor

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

The last sub paragraph refers to the position where the lease may have been forfeit or the [REDACTED], [REDACTED], [REDACTED].

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 chooses, but without the risk that he will want to move [REDACTED]



26. Forfeiture

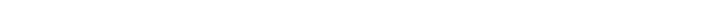
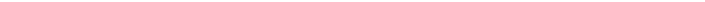
These provisions are usual.

27. Rent review

We provide for four clear alternatives:

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



We have provided 


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]

28. Failure to agree reviewed rent

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

29. At the end of the lease

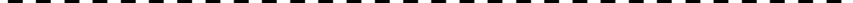
These provisions simply tie up loose ends.

30. Security of tenure excluded

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

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

A provision for mediation has been included in place of the more usual [REDACTED]
[REDACTED], [REDACTED],
[REDACTED]. [REDACTED]
[REDACTED].

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.

Case law requires “ ”

Schedule 2 Rights reserved

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Schedule 3 Authorised Guarantee Agreement

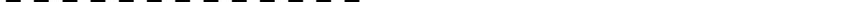
We have provided a model version. We advise that you change it only by inserting the relevant particulars. By the Landlord and Tenant (Covenants) Act 1995, a tenant

— (1995). , ,
1995 “ ” (“ ”)

Section 16 of the Act reads as follows:

Tenant guaranteeing performance of covenant by assignee.

(a) by virtue of a () ;

(c)  A horizontal dotted line with a gap.

(i) 

(a) *the landlord may require the former*

()

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4530 or via email at mhwang@uiowa.edu.

For more information about the study, please contact Dr. John D. Cawley at (609) 258-4626 or via email at jdcawley@princeton.edu.

(b) if its provisions (4) (5).

(c)

(i) *subsections* (2)(■ ■ ■) ■ ■ ■ (■ ■ ■) ■ ■ ■ (3) ■ ■ ■
■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■

.....

(a) the tenant has already made an authorised

Digitized by srujanika@gmail.com

A horizontal row of ten solid black squares arranged in a single line.

— — — — — , — — — —

(b) the tenancy

,

(8) *It is hereby declared that the rules of [REDACTED] ([REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED] .
[REDACTED].*

OR, Briefly,

and with gross over simplification, an authorised guarantee agreement
maximises the landlord's contractual right to call on the first tenant [REDACTED] / [REDACTED]
[REDACTED]
[REDACTED].
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
[REDACTED]
[REDACTED].
[REDACTED].

At the top of these notes, we have provided a link to an excellent [REDACTED] .
[REDACTED] 1995 [REDACTED]
[REDACTED].
[REDACTED], [REDACTED]
[REDACTED].
[REDACTED].

An AGA should not be required as a matter of course.
[REDACTED]
[REDACTED]
[REDACTED].
[REDACTED].

Schedule 4 Security Deposit agreement

We have provided [REDACTED], [REDACTED]
[REDACTED].

It is not appropriate to involve the referee as a [REDACTED]
[REDACTED]
[REDACTED].
[REDACTED].

There is no reason in law why the landlord should not [REDACTED]
[REDACTED]. ([REDACTED]
[REDACTED]
[REDACTED]).
[REDACTED].

A security deposit is usually signed



End of notes