

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]

Mixed use property lease: shop or commercial unit with residential space

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]

1. Definitions

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

“Business Space” means that part of the Premises marked on the Plan ■

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

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

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

OR

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

5. Responsibility for others

6. Tenant's positive promises concerning Residential Space

7. Tenant's negative promises concerning Residential Space

8. Tenant's positive promises concerning the Business Space

- 8.1. give the Landlord a copy of any notice concerning the Premises or any neighbouring ■ ;
 - 8.2. provide a written notice to the Landlord of any change of the address of ■ ■ ■ ■ ■ / ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

9. Tenant's negative promises concerning the Business Space

- 9.4. fix to the Premises any pole or mast, satellite dish or other telecommunications [REDACTED], [REDACTED] .
- 9.5. pour into any pipe or drain any trade waste or corrosive or damaging material such as paint or heavy grease, which [REDACTED]
[REDACTED];
- 9.6. bring onto the Premises any material which may reasonably be [REDACTED]
[REDACTED];
- 9.7. remove or change any of the Landlord's installations, [REDACTED]
[REDACTED];
- 9.8. remove from the Premises any of the items [REDACTED]
[REDACTED];
- 9.9. obstruct any window on the Premises;
- 9.10. cause any nuisance or annoyance to the occupants of neighbouring premises and in particular [REDACTED]
[REDACTED];
- 9.11. bring, keep or allow any animals to be brought or kept on the Premises without prior written consent of [REDACTED]
[REDACTED];
- 9.12. play or use in the Premises any musical instrument, audio or other equipment that produces sound that may be heard outside or above the Premises at a [REDACTED]
[REDACTED];
- 9.13. cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than 1 month without notifying the Landlord of his intention so to do *[and to provide during his absence such caretaking [REDACTED]
[REDACTED]*]
- 9.14. do anything which might invalidate any insurance policy covering the [REDACTED]
[REDACTED];
- 9.15. change any burglar alarm code without the [REDACTED]
[REDACTED];

10. Rent and other payments

11. Interest

12. Further Payments

13. Condition and repair

14. Asbestos and environmental obligations

- 14.1. Notwithstanding any other provisions in this lease, the Tenant shall bear no responsibility (whether directly or via the obligation to pay any

15. Signs and advertisements

16. Goods and vehicles

The Tenant agrees that he will not:

17. Alterations with Landlord's consent

17.4.3 Pay the reasonable fees of the []
[] / [] / []
[]

- 17.7. In connection with any Alteration, the Tenant ■■■■■ (■■■■■) ■■■■■
■■■■■ 1994 (" ■■■■■ ")).

17.8. At the end of the Term, the Tenant ■■■■■ ■■■■■ ■■■■■ ■■■■■ .

17.9. Without prejudice to the above provisions of this paragraph, the Tenant
may install, alter ■■■■■ , ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ .

17.10. At the end of the Term, if so requested by the Landlord, ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ , ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ .

18. Preconditions for development

19. Default notice by Landlord

- 19.1. If the Tenant is in default of any provision of this lease, the Landlord may serve a notice of default on the Tenant specifying the nature of the default and giving the Tenant a period of seven days to remedy the default. If the Tenant fails to remedy the default within seven days, the Landlord may serve a notice terminating the lease.
- 19.2. If the Tenant fails to remedy the default within seven days, the Landlord may serve a notice terminating the lease.

20. Assignment of the lease

- 20.1. Except as specified in this lease, the Tenant may not assign or transfer his interest in the lease to another person.
- 20.2. The Tenant may not assign, sublet or otherwise transfer his interest in the lease to another person.
- 20.3. The Tenant may assign or transfer his interest in the lease to another person if:
 - (a) the proposed transferee has given the Landlord written notice of the proposed assignment;
 - (b) the proposed transferee has provided the Landlord with evidence of financial stability and creditworthiness;
 - (c) the proposed transferee has agreed to be bound by the terms and conditions of the lease; and
 - (d) the proposed transferee has paid the Landlord a fee of £[REDACTED].
- 20.4. The Landlord may not consent to the assignment of the lease if:
 - (a) it shall be a good reason for withholding consent that the financial status of the proposed transferee is unsatisfactory;
 - (b) it is a good reason (among other good reasons) that the proposed transferee is less likely to be able to pay the rent or observe the covenants of the lease; and
 - (c) the proposed transferee has not provided the Landlord with evidence of financial stability and creditworthiness.
- 20.5. It shall be a good reason for withholding consent that the financial status of the proposed transferee is unsatisfactory.
- 20.6. It is a good reason (among other good reasons) that the proposed transferee is less likely to be able to pay the rent or observe the covenants of the lease.
 - 20.6.1 the proposed transferee is less likely to be able to pay the rent or observe the covenants of the lease / the proposed transferee has not provided the Landlord with evidence of financial stability and creditworthiness;

21. Sub-letting

22. Tenant indemnifies Landlord

23. Land Registration

24. The Security Deposit

The parties acknowledge that [REDACTED]

OR

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

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

24.3. If the [REDACTED]:

24.3.1 he will tell [REDACTED]
[REDACTED];

24.3.2 The rights or [REDACTED]
[REDACTED].

24.3.3 The sum used is repayable to the Landlord [REDACTED]
[REDACTED] [4] [REDACTED]

25. Landlord warranties

The Landlord warrants that:

- 25.1. he is not ██████████
██████████;
- 25.2. the Premises have been ██████████
██████████;
- 25.3. there is no dispute with any ██████████
████, ██████████
████;
- 25.4. the Premises are supplied ██████████, █████
████, ██████████.
- 25.5. the services mentioned above have ██████████, ██████████
████████████;
- 25.6. the Premises have planning consent for the Use Allowed
- 25.7. the Landlord knows of no order by ██████████
██████████
██████████;
- 25.8. the fire and smoke alarms, fire extinguishers ██████████
████████████
████████████;
- 25.9. except so far as provided in this lease, ██████████
████████████, ██████████
████████████.

26. Insurance

26.1. “Insured Risks” means:

- 26.1.1 the risks of loss or damage by any naturally occurring event, fire, explosion, terrorism, civil commotion, malicious damage, ██████████
████████████ (██████████), ██████████
████████████
████████████

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

26.6. 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]

26.7.1 the insurance money belongs to the Landlord;

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

27. Access for Landlord

Conditions for access for the Landlord are:

28. Guarantor(s)

The Guarantor agrees:

- 28.1. that his obligations are made to the Landlord for [REDACTED]
[REDACTED]
[REDACTED].
- 28.2. that his [REDACTED].
- 28.3. that any variation to the terms of [REDACTED]
[REDACTED]
[REDACTED].
- 28.4. to indemnify the Landlord against all losses incurred as a result of any failure by the Tenant to comply with [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED];
[REDACTED], [REDACTED];
- 28.5. to make payment under this indemnity to the Landlord [REDACTED]
[REDACTED]
[28] [REDACTED];
- 28.6. to use his best endeavours to [REDACTED]
[REDACTED]
[REDACTED].
- 28.7. if at any time the Tenant is bound by an authorised guarantee agreement, and defaults in his obligations under that [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED].
- 28.8. the Guarantor shall be liable for all expense relating to [REDACTED]
[REDACTED]
[REDACTED].

29. Provision for premature termination

- 29.1. Despite all other provisions of this lease, the Tenant may terminate this [REDACTED] .
- 29.2. If the Tenant so terminates the lease, all [REDACTED] .
- 29.3. Payments made to the Landlord [REDACTED] .

30. Forfeiture

- 30.1. The Landlord may [REDACTED] :
 - 30.1.1 any Rent or payment treated as [REDACTED]
■ 28 [REDACTED], [REDACTED];
 - 30.1.2 the Tenant or the Guarantor is in [REDACTED]
[REDACTED];
 - 30.1.3 the Tenant or the Guarantor, if an individual ([REDACTED], [REDACTED], [REDACTED]) [REDACTED];
 - 30.1.4 the Tenant or the Guarantor, if a company, [REDACTED], ([REDACTED], [REDACTED]) [REDACTED];
 - 30.1.5 the Tenant enters [REDACTED];
 - 30.1.6 the Tenant has any distress or execution levied on [REDACTED]
[REDACTED] 21 [REDACTED].

31. Rent review

OB

OR

OR

32. Failure to agree reviewed rent

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

33. At the end of the lease

When this lease ends:

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

35. Other matters

.....
.....].

35.12. In the event of a dispute between the parties to this lease,
.....
.....
.....

35.13. This lease shall be
..... /

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,,,
.....

[Name]:

Signature:

Witness: signature:

Name:

Address:

.....,,

[Name]:

Signature:

Witness: signature:

Name:

Address:

..... [..]

Signature:

Witness: signature:

Name:

Address:

Schedule 1: the Service Charge and Services

1. Definitions

2. The amount payable

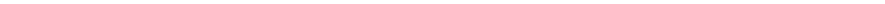
3. The Services which constitute the charge

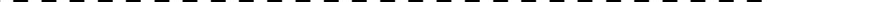
The Services are:

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.

5.3. 



A 4x10 grid of black squares arranged in four rows and ten columns, representing a 4x10 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.

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

“Liability Period”

A horizontal sequence of 20 black squares arranged in four rows of five squares each, representing 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], [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].

7. Severance and enforceability

- 7.1. [REDACTED]
[REDACTED],
[REDACTED],
[REDACTED],
[REDACTED].
[REDACTED].
- 7.2. [REDACTED],
[REDACTED]
■ (■■■) ■■■ 1995 ■■■ 25 ■■■
[REDACTED],
[REDACTED].
- 7.3. [REDACTED]
[REDACTED] (■■■)
■■■ 1995 ■■■ 25 ,
[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:

Figure 1 consists of three panels labeled A, B, and C. Each panel displays a grid of black squares arranged in a 10x10 pattern. The grids are positioned vertically, one above the other.

It is now agreed as follows:

1. Definitions

A musical staff consisting of five horizontal lines. It features a bass clef at the beginning and a common time signature. A descending eighth-note pattern is played across the staff, starting on the top line and moving down to the bottom line. The notes are evenly spaced, indicating a steady tempo.

“Default” 

2. Interpretation

3. The Referee

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

- 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

Mixed use property lease: shop or commercial unit with residential space

General notes:

1. Recognition of our copyright in this document

We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may

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

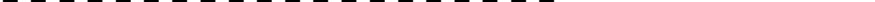
5. Is your lease for more than seven years?

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

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

9. What to take up on completion

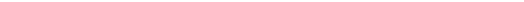
When you meet to complete, you should expect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

- 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

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

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



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.

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. Responsibility for others

6. Tenants positive promises concerning Residential Space

7. Tenants negative promises concerning Residential Space

See last paragraph. The same applies.

8. Tenants positive promises concerning the Business Space

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

9. Tenants negative promises concerning the Business Space

10. Rent and other payments

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 [REDACTED]

11. Interest

12. Further payments

We have no comment.

13. Condition and repair

14. Asbestos and environmental obligations

Here we cover an area which rarely arises but which could be extraordinarily expensive if it did. It may be difficult to insure against unknown environmental problems. The [REDACTED] . [REDACTED], [REDACTED] . [REDACTED]

15. Signs and advertisements

16. Goods and vehicles

17. Alterations with Landlord's consent

18. Preconditions of development

19. Default notice by Landlord

20. 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]

[REDACTED], [REDACTED]. [REDACTED]

[REDACTED], [REDACTED]. [REDACTED]

[REDACTED]

[REDACTED].

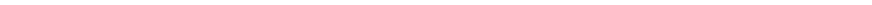
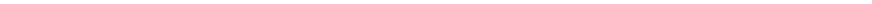
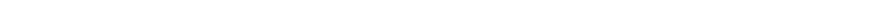
That has changed. The obligation to the first tenant to the landlord ceases when he assigns the lease. However, the act provides for “contracting ■ ■ ■

21. 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] .

22. 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,



23. Land registration

24. The Security Deposit

If you decide on a security deposit, we give you two alternatives. Either use this paragraph for a simple arrangement

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25. Landlord warranties

26. Insurance

27. Access for Landlord

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

28. Guarantor

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 ■■■■■ . ■■■■■
■■■■■ , ■■■■■
■■■ . ■■■■■ - ■■■■■ . ■■■■■
■■■■■ ■■■■■ , ■■■■■
■■■■■ ■■■■■ . ■■■■■

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

29. 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 ■■■■■
■■■■■
■■■■■ , ■■■■■
■■■■■ . ■■■■■
■■■■■ ■■■■■
■■■■■ ■■■■■
■■■■■ ■■■■■ . ■■■■■

30. Forfeiture

These provisions are usual.

31. Rent review

We provide for four clear alternatives:

- the rent is increased automatically by a fixed ■■■■■
■■■■■ . ■■■■■
- the rent ■■■■■ ■■■■■ ■■■■■
■■■■■ , ■■■■■
- the rent ■■■■■ ■■■■■ ■■■■■
■■■■■ , ■■■■■
- the ■■■■■ ■■■■■ ■■■■■ . ■■■■■

The purpose of a rent review is to bring the rent into line with rents ■■■■■
■■■■■ ■■■■■ . ■■■■■ ■■■■■

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Most rent review provisions allow for "upwards only" review. Occasionally this
is not the case. In such cases, the landlord can increase the rent, but the tenant
can only decrease it. This is known as a "downwards only" review provision.
It is important to understand what your lease says about rent reviews, as they
can have significant implications for both parties.

32. Failure to agree reviewed rent

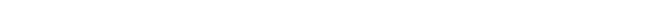
33. At the end of the lease

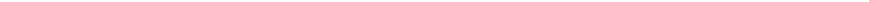
These provisions simply tie up loose ends.

34. Security of tenure excluded

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



The forms are available .

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35. Other matters

Schedule 1 the Service Charge

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..... (..)

Another reason for distrust is that the landlord sets
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The way out of this bind is to think through every aspect of service provision
and to cover it fairly.
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Note that the Code also requires the landlord,
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Our provision is drawn for an office situation.
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Case law requires "
....".

Schedule 2 Rights reserved

Reserved rights are rights which the landlord is keeping back from the grant of
the lease. It is usually unnecessary to specify them
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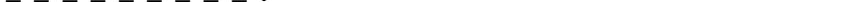
Schedule 3 Authorised Guarantee Agreement

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

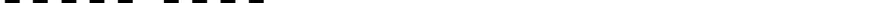
1995, a tenant ()
1995). , ,
1995 “ ” (“ ”)

Section 16 of the Act reads as follows:

Tenant guaranteeing performance of covenant by assignee.

(c)  .

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



OR, Briefly,

Schedule 4 Security Deposit agreement

End of notes