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## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made and entered into on this **[DATE]** day of **[MONTH]**, **[YEAR]**,

**BETWEEN:**

**[FULL NAME/COMPANY NAME OF LANDLORD]**, of **[ADDRESS OF LANDLORD]** / a company registered in England and Wales under company number **[COMPANY NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (the "Landlord")

**AND**

**[FULL NAME/COMPANY NAME OF TENANT]**, of **[ADDRESS OF TENANT]** / a company registered in England and Wales under company number **[COMPANY NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (the "Tenant")

(collectively referred to as the "Parties" and individually as a "Party")

**RECITALS**

**WHEREAS:**

A. The Landlord is the freehold/leasehold owner of the property known as **[FULL ADDRESS OF PROPERTY]** (the "Building");

B. The Landlord has agreed to grant and the Tenant has agreed to take a lease of the premises forming part of the Building as more particularly described in Schedule 1 (the "Premises") on the terms set out in this Lease;

C. **[IF APPLICABLE: The Premises have received planning permission for use as [PLANNING USE CLASS] pursuant to planning permission reference [PLANNING REFERENCE] dated [DATE]]**;

NOW THEREFORE, in consideration of the rents, covenants and agreements contained in this Lease, the Parties agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Lease, the following terms shall have the following meanings:

1.1.1 "Building" means the property known as **[FULL ADDRESS OF PROPERTY]** as shown edged red on the Plan attached at Schedule 1.

1.1.2 "Common Areas" means the parts of the Building intended for common use by the Tenant and other occupiers including but not limited to entrances, lobbies, corridors, lifts, staircases, loading areas, and other common facilities as shown coloured blue on the Plan attached at Schedule 1.

1.1.3 "Conduits" means all pipes, drains, mains, sewers, wires, cables, channels, ducts, flues, gutters, watercourses, and other conducting media in, on, over or under the Premises.

1.1.9 "Rent" means £**[AMOUNT]** per annum exclusive of VAT.

1.1.14 "Term" means a term of **[NUMBER]** years commencing on and including the Term Commencement Date and ending on and including the Term Expiry Date.

## **2. DEMISE**

2.1 In consideration of the rents and covenants reserved by and contained in this Lease, the Landlord demises the Premises to the Tenant for the Term, together with the rights set out in Schedule 2, but excepting and reserving to the Landlord the rights set out in Schedule 2, the Tenant paying therefor:

2.1.1 The Rent, from and including the Rent Commencement Date, by equal **[FREQUENCY, e.g., "quarterly"]** payments in advance on the Rent Payment Dates, the first payment being a proportionate sum for the period from and including the Rent Commencement Date to the next Rent Payment Date, to be paid on the Rent Commencement Date;

2.1.2 The Service Charge, at the times and in the manner set out in Schedule 4;

2.1.3 The Insurance Rent, within 14 days of written demand; and

2.1.4 Any VAT chargeable on the rents or other sums payable by the Tenant under this Lease.

### **3. TERM**

3.1 The Landlord demises the Premises to the Tenant for the Term.

#### **3.2 [IF APPLICABLE: Break Clause]**

3.2.1 The **[Landlord/Tenant/either Party]** may terminate this Lease on **[BREAK DATE(S)]** (the "Break Date") by giving not less than **[NOTICE PERIOD]** months' prior written notice to the **[Landlord/Tenant/other Party]**.

3.2.2 Any notice given by the Tenant shall only be effective to terminate this Lease if:

- (a) the Rent and any other sums due under this Lease have been paid in full up to and including the Break Date; and
- (b) the Tenant gives vacant possession of the Premises to the Landlord on or before the Break Date.

### **8. USE OF PREMISES**

8.1 The Tenant shall not use the Premises for any purpose other than the Permitted Use.

8.2 The Tenant shall not use the Premises for any illegal or immoral purpose.

8.3 The Tenant shall not do anything on the Premises that may be or become a nuisance or annoyance, or cause damage or disturbance, to the Landlord or the owners or occupiers of neighbouring property.

8.4 The Tenant shall not overload the floors, walls, ceilings or structure of the Premises or any plant, machinery, equipment or Conduits serving the Premises.

### **9. REPAIRS AND MAINTENANCE**

9.1 The Tenant shall keep the interior of the Premises in good and substantial repair and condition, except for:

9.1.1 Damage by any Insured Risk (unless the insurance has been vitiated by any act or omission of the Tenant);

9.1.2 Fair wear and tear; and

9.1.3 Repairs that are the responsibility of the Landlord under clause 9.3.

9.3 The Landlord shall keep in good repair:

9.3.1 The structure and exterior of the Building (including the roof, foundations, external walls and structural parts);

9.3.2 The Common Areas; and

9.3.3 The Conduits serving the Building, except those that are the responsibility of the Tenant or any other occupier.

## **10. ALTERATIONS AND IMPROVEMENTS**

10.1 The Tenant shall not make any alterations or additions to the Premises without the prior written consent of the Landlord.

10.2 The Landlord's consent shall not be required for internal non-structural alterations, provided that:

10.2.1 The Tenant gives the Landlord at least 28 days' prior written notice, including detailed plans and specifications;

10.2.2 The alterations do not adversely affect the structure, exterior or appearance of the Premises or the Building;

## **11. INSURANCE**

11.1 The Landlord shall insure the Building (including the Premises) against the Insured Risks for the full reinstatement cost, subject to any excesses, limitations or exclusions as the insurer may impose.

11.2 The "Insured Risks" means:

11.2.1 Fire, lightning, explosion, earthquake, storm, flood, burst pipes, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage;

11.2.2 Property owner's liability;

11.2.3 Three years' loss of Rent; and

11.2.4 Such other risks as the Landlord may from time to time reasonably consider appropriate.

## **12. ASSIGNMENT AND SUBLETTING**

12.1 The Tenant shall not assign, underlet, charge, part with or share possession or occupation of the whole or any part of the Premises, except as permitted by this clause 12.

12.2 The Tenant may assign the whole of the Premises with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

12.3 The Landlord's consent to an assignment may be subject to:

12.3.1 The assignee entering into a direct covenant with the Landlord to observe and perform the Tenant's covenants in this Lease;

12.3.2 The Tenant entering into an authorised guarantee agreement guaranteeing the performance of the Tenant's covenants in this Lease by the assignee; and

## 26. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Lease as a deed on the date first above written.

EXECUTED as a DEED by **[LANDLORD]**

acting by **[NAME OF DIRECTOR]**, a director,

in the presence of:

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Signature of Director

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Signature of Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

EXECUTED as a DEED by **[TENANT]**

acting by **[NAME OF DIRECTOR]**, a director,

in the presence of:

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Signature of Director

---

Signature of Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_



Occupation: \_\_\_\_\_

## **SCHEDULE 1: PROPERTY DESCRIPTION AND PLAN**

**[DETAILED DESCRIPTION OF THE PREMISES]**

**[ATTACH PLAN]**

## **SCHEDULE 2: RIGHTS GRANTED AND RESERVED**

### **Part 1: Rights Granted to the Tenant**

The Landlord grants the following rights to the Tenant:

1. The right to use the Common Areas for access to and from the Premises.
2. The right to use the service media serving the Premises.
3. The right to support and protection from the Building.
4. **[OTHER SPECIFIC RIGHTS AS APPROPRIATE]**