

Summary

This style comprises an offer on behalf of a landlord to grant a lease of commercial premises. No premium payment is envisaged in this style. The style is drafted from the standpoint of the Landlord. The assumption is made that the Landlord is owner of the Premises and not a tenant under e.g. a head lease or ground lease. It is correspondingly assumed that the Lease to be granted in terms of the Offer will be a head lease and not a sub-lease, and will be in a form to be annexed to the Offer. It is further assumed that the Tenant's due diligence exercise will have preceded entry into concluded missives because the Tenant is deemed in terms of the Offer to have satisfied itself on a range of matters including the validity and terms of the Landlord's title and any items of documentation exhibited to the Tenant prior to concluding missives. The suspensive conditions – which are designed to benefit the Landlord – anticipate the need for heritable creditor's consent, and for bank and other financial references relating to the Tenant, to be obtained before the Tenant is permitted to take entry to the Premises. Several key provisions of the offer style focus on the mechanics of preparation and execution of the Lease, payment of SDLT and registration of the Lease. In general, the style will need to be modified or adapted in a way that practitioners using the style find to be appropriate to the transaction in hand.

Contents

1.	Definitions	2
2.	Interpretation	6
3.	Grant, possession and duration	7
4.	Rent	7
5.	Suspensive Condition	8
5.1	Bank and financial references etc.	8
5.2	[Heritable creditor's consent]	8
5.3	Purification and termination of the Missives	8
5.4	Longstop Date	9
6.	Tenant's satisfaction as to Exhibited Documentation etc.	9
7.	Preparation and execution of Lease	10
8.	SDLT	11
9.	Registration of Lease	11

10.	Indemnity	12
11.	[Other documentation]	12
12.	Rates	13
13.	[Access to the Premises etc.]	13
14.	Maintenance, risk and insurance	13
15.	Landlord's Title and searches	14
15.1	Landlord's interest not Registered	14
15.2	Landlord's interest Registered	14
15.3	Registration of Landlord's interest pending	15
15.4	[Registration Documentation etc.]	15
15.5	Personal register	15
15.6	Company searches – previous owners	15
15.7	Company searches – Landlord	16
15.8	Standard securities	16
15.9	Floating charges and debentures	16
15.10	[Letter of obligation]	17
15.11	Keys	17
16.	Transaction Costs etc.	17
17.	Notices	17
18.	Entire agreement	17
19.	Governing law	18
20.	Alienation	18
21.	Confidentiality	18
22.	Right of waiver	18
23.	Supersession	18
24.	Agency	18
25.	Form of acceptance	19
26.	Time limit for acceptance	19
	SCHEDULE PART 1 - BACK LETTER	20

SCHEDULE PART 2 - THE LEASE	24
SCHEDULE PART 3 - PURIFICATION NOTICE	25
SCHEDULE PART 4 - LETTER OF OBLIGATION	26