



Summary

This lease style is appropriate for a letting of premises for occupation by a single tenant. The Premises may comprise a free-standing building or such part of a free-standing building as is comprehended within a single title. It is assumed that the Premises are not dependent on any adjoining property for access or for connections to essential services such as water, electricity, gas or sewers. The style takes the form of a full repairing and insuring lease and includes rent review provisions where the rent is to be reviewed either in an upwards direction or so as not to be less than the rent as reviewed in any previous review. There are no service charge provisions in the style as it is assumed that no significant common parts are made available for use and enjoyment by other tenants. The style nevertheless provides for the Tenant to make contributions towards the upkeep and maintenance costs of common parts – such as external boundary walls, fences and railings etc. – where owners of adjoining properties have an obligation under the title to contribute to such costs. The aim of the drafting of the style, more generally, is to strike a reasonable balance between the respective interests of Landlord and Tenant in order to expedite the parties' negotiations. As the location, age and type of premises, and their intended use, will vary widely the style will usually need to be modified or adapted in a way that practitioners using the style find appropriate to the transaction in hand.

Contents

1. DEFINITIONS AND INTERPRETATION
 - 1.1 Definitions
 - 1.2 Interpretation
2. LETTING
 - 2.1 Letting
 - 2.2 Acceptance of Premises
3. RESERVED RIGHTS
4. TENANT'S OBLIGATIONS – RENT
5. TENANT'S OBLIGATIONS – OTHER MONETARY
6. TENANT'S OBLIGATIONS – REPAIRING ETC.
7. TENANT'S OBLIGATIONS – OTHER NON-MONETARY
8. LANDLORD'S OBLIGATIONS
9. WAIVERS AND DISCLAIMERS ETC.
10. NOTICES
11. IRRITANCY

12. GOVERNING LAW

13. ENTIRE AGREEMENT

14. REGISTRATION

SCHEDULE PART 1 – PREMISES

SCHEDULE PART 2 – TITLE

SCHEDULE PART 3 – RESERVED RIGHTS

1. Passage of services
2. Use of walls, Conduits and Plant and Equipment
3. Entry for inspections, repairs etc.
4. Servitudes etc.
5. Support etc.
6. Scaffolding
7. Attachment of fixtures to external walls
8. Works required by an authority

SCHEDULE PART 4 – RENT REVIEW

1. Definitions
2. Revised Rent
3. Agreement on, or determination of, Revised Rent
4. Appointment of the Surveyor
5. Arbitration or expert determination
6. [Submissions] [and hearings]
7. Existing Rent unchanged
8. Finality of determination
9. Failure to determine Open Market Rent
10. Continuing payment of Existing Rent
11. Payment of arrears of rent
12. Cost of Surveyor's determination
13. Documenting Revised Rent
14. Time not of the essence
15. Scottish Arbitration Rules

SCHEDULE PART 5 – TENANT'S OBLIGATIONS – OTHER MONETARY

1. Definitions
2. Interest at Prescribed Rate
3. Impositions
4. VAT
5. SDLT
6. Supplies and services
7. Common Charges etc.
8. Cost of damage to Premises
9. Cost of irrecoverable insurance proceeds etc.
10. Cost of Landlord's works and compliance with statute etc.
11. Cost of effecting plate glass insurance
12. Cost of preventing servitudes being acquired
13. Payment of Professional Costs etc.
14. Cost of repairs etc. at expiry
15. Cost of exterior and interior works before expiry

SCHEDULE PART 6 – TENANT’S OBLIGATIONS – REPAIRING ETC.

1. Maintenance and repairs
2. Repairing notices etc.
3. Frontage
4. Exterior decoration
5. Interior decoration
6. Standard of exterior and interior decoration
7. Cleaning Premises and treating surfaces
8. Conduits and Plant and Equipment etc.
9. Repairs etc. at expiry

SCHEDULE PART 7 – TENANT’S OBLIGATIONS – OTHER NON-MONETARY

1. Restrictions and prohibitions
 - 1.1 Fitting out
 - 1.2 Alterations
 - 1.3 Permitted Use etc.
 - 1.4 Prohibited uses
 - 1.5 No other building
 - 1.6 Obstruction of access
 - 1.7 Drains
 - 1.8 Storage of refuse
 - 1.9 Air pollution
 - 1.10 Dangerous things
 - 1.11 Notices and signs
 - 1.12 Masts and wires
 - 1.13 Unauthorised parking
 - 1.14 Emergency stairways etc.
 - 1.15 Public access to Premises
 - 1.16 [Loading and unloading of goods in the Service Area]
2. Alienation, Landlord’s title, sub-tenants etc.
 - 2.1 Alienation
 - 2.2 Title conditions
 - 2.3 Remedying of breaches by sub-tenants etc.
3. Insurance
 - 3.1 Insurance compliance
 - 3.2 Plate glass insurance
 - 3.3 Carrying out of works required by Insurers
4. Statutory etc. requirements
 - 4.1 Compliance with statutory requirements
 - 4.2 Statutory Notices, etc.
 - 4.3 Planning Laws
 - 4.4 Fire fighting equipment
 - 4.5 Pollution and clean up
 - 4.6 Empty property
5. Third party and other claims

- 5.1 Notice of potential third party claims
- 5.2 Windows and new servitudes
- 5.3 Indemnity and disclaimer

- 6. Heating and ventilation
 - 6.1 Heating, cooling and ventilation
 - 6.2 Temperature

- 7. Notifications to Landlord etc.
 - 7.1 Notices and defects
 - 7.2 Occurrence of Insured Risk
 - 7.3 Application for consent
 - 7.4 Damage to Premises
 - 7.5 Sale and re-letting of Premises

SCHEDULE PART 8 – LANDLORD’S OBLIGATIONS

- 1. Definitions
- 2. Quiet enjoyment
- 3. Insurance
- 4. Application of insurance proceeds

SCHEDULE PART 9 – WAIVERS AND DISCLAIMERS ETC.

- 1. Lease to continue in effect
- 2. Permitted Use
- 3. Adjoining Property
- 4. Disputes
- 5. Suspension of Rent
- 6. Demand for Rent
- 7. Limitation of liability
- 8. Failure to perform obligations
- 9. Agency
- 10. Exclusion of rights not conferred
- 11. Compensation on quitting Premises