



Summary

This lease style is appropriate for a letting of a shop in a tenement. The style makes provision, in the Schedule Part 11, for a guarantee of the obligations of the Tenant under the Lease. 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. The style assumes, among other things, that the Premises comprise a shop situated in a tenement building where the Landlord has an obligation to contribute to the repair and maintenance etc. of common parts of the tenement (e.g. exterior boundary walls etc.) either under the title deeds or, by default, under the tenement management scheme in schedule 1 to the Tenements (Scotland) Act 2004. The Lease permits recovery from the Tenant of such contributions. 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.

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