



Summary

This lease style is appropriate for a letting of a unit in a commercial development, such as a block of offices, on a multiple occupancy basis to two or more occupational tenants. It contains a break option exercisable by the Landlord in the event that the Landlord wishes to redevelop the Premises. 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 shared common parts, services and facilities made available uniformly for use and enjoyment by the occupational tenants. A service charge is levied to cover the repairing and maintenance costs of common parts and facilities and to meet the costs of providing appropriate services. 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 AND LANDLORD'S BREAK OPTION
 - 2.1 Letting
 - 2.2 Acceptance of Premises
 - 2.3 Landlord's break option
3. COMMON RIGHTS
4. RESERVED RIGHTS
5. TENANT'S OBLIGATIONS – RENT AND SERVICE CHARGE
6. TENANT'S OBLIGATIONS – OTHER MONETARY
7. TENANT'S OBLIGATIONS – REPAIRING ETC.
8. TENANT'S OBLIGATIONS – OTHER NON-MONETARY
9. LANDLORD'S OBLIGATIONS
10. WAIVERS AND DISCLAIMERS ETC.

11. NOTICES
12. IRRITANCY
13. GOVERNING LAW
14. ENTIRE AGREEMENT
15. REGISTRATION

SCHEDULE PART 1 – BUILDING

SCHEDULE PART 2 – TITLE

SCHEDULE PART 3 – PREMISES

SCHEDULE PART 4 – COMMON PARTS

SCHEDULE PART 5 – PLANT AND EQUIPMENT

SCHEDULE PART 6 – COMMON RIGHTS

1. Support
2. Passage of services
3. Access and egress
4. Deliveries
5. Alternative facilities
6. Access to other parts of the Building
7. Television aerial

SCHEDULE PART 7 – 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. Temporary suspension of Common Rights
7. Variation of Lettable Units
8. Scaffolding
9. Attachment of fixtures to external walls
10. Works required by an authority
11. Common Rights and sale of Building
12. Control of Common Parts
13. Extensions and additions to the Building
14. Power to make regulations

SCHEDULE PART 8 – 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 9 – SERVICE CHARGE

1. Definitions
2. Provision of the Services
3. Basis of Service Charge
4. Modification of Service Percentage
5. Payment of Service Charge
6. Accountant's estimate
7. Certification and provision of information
8. Keeping accounts
9. Service Provision
10. Financial Reserve
11. Limitation of liability in provision of Services
12. Continuing applicability
13. Service Expenditure
 - 13.1 Common Parts
 - 13.2 Charges
 - 13.3 Adjoining Property
 - 13.4 Management Accommodation and management services
 - 13.5 Staff costs etc.
 - 13.6 Refuse collections
 - 13.7 Maintenance of equipment and services
 - 13.8 Traffic control
 - 13.9 Valuations
 - 13.10 Obligations arising under Title
 - 13.11 Professional Costs
 - 13.12 Landscaping and ornamental features etc.
 - 13.13 Signage
 - 13.14 Toilets
 - 13.15 Leasing and financing costs
 - 13.16 VAT
 - 13.17 Statutory requirements etc.
 - 13.18 Car parking
 - 13.19 Public address system
 - 13.20 Public telephones
 - 13.21 Fire fighting equipment etc.
 - 13.22 Other expenditure

SCHEDULE PART 10 – TENANT'S OBLIGATIONS – OTHER MONETARY

1. Interest at Prescribed Rate
2. Impositions
3. VAT
4. SDLT
5. Supplies and services
6. Conduits and other service media
7. Cost of irrecoverable insurance proceeds etc.
8. Cost of Landlord's works and compliance with statute etc.

9. Cost of effecting plate glass insurance
10. Cost of preventing servitudes being acquired
11. Payment of Professional Costs etc.
12. Cost of repairs etc. at expiry
13. Cost of exterior and interior works before expiry

SCHEDULE PART 11 – 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 12 – 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 Emergency warning systems
 - 1.17 Deliveries
 - 1.18 [Loading and unloading of goods in the Service Area]**
 - 1.19 Noise and light abatement
 - 1.20 [Continuous trading]**
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 or Building
 - 7.5 Sale and re-letting of Premises

SCHEDULE PART 13 – LANDLORD’S OBLIGATIONS

- 1. Definitions
- 2. Quiet enjoyment
- 3. Insurance
- 4. Application of insurance proceeds
- 5. Keeping the Building open

SCHEDULE PART 14 – WAIVERS AND DISCLAIMERS ETC.

- 1. Lease to continue in effect
- 2. Permitted Use
- 3. Adjoining Property
- 4. Disputes
- 5. Suspension of Rent and Service Charge
- 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

SCHEDULE PART 15 – BREAK NOTICE

- 1. Definitions
- 2. Termination on Break Date
- 3. Requirements of Break Notice
- 4. Termination of the Lease
- 5. Rights of occupancy etc.
- 6. Form of Break Notice