

AGREEMENT FOR LEASE

>> 20<< >>

Landlord: <<Landlord's name>> <<Landlord's address>> [(company number << >>)]

Tenant: <<Tenant's name>> <<Tenant's address>> [(company number << >>)]

Completion Date: The day that is five << >> days after the date on which Planning Permission is granted

Lease: A lease to be entered into between (1) the Landlord and (2) the Tenant in the form of the draft annexed to this Agreement

Longstop Date: The << >> day of << >> 20<< >>

Planning Application: An application for Planning Permission in the form of the draft annexed to this Agreement] **OR** [in the form of the draft annexed to the Landlord]

Planning Permission: Planning permission granted by the relevant local planning authority for the use of the Property to << >> in terms of the Planning Permission granted to the Tenant

Property: The property described in the Planning Application

Target Date: The << >> day of << >> 20<< >>

Term: [A term of << >> years beginning on the Target Date] **OR** [A term beginning on the Completion Date << >> day of << >> 20<< >>]

1. Change of Use

- 1.1 Clauses 2 to 4 (including this clause) are conditional on the grant of the Planning Permission and shall not be effective once Planning Permission has been granted.
- 1.2 As soon as reasonably practicable after the date of this Agreement the Tenant shall submit the Planning Application to the relevant local planning authority.
- 1.3 The Tenant shall be responsible for all costs and expenses incurred in connection with the application for and obtaining of the Planning Permission by the Tenant.
- 1.4 The Tenant shall inform the Landlord of any decision received from the local planning authority within 14 days of receipt.
- 1.5 If Planning Permission is not granted by the Longstop Date either party may at any time after the Longstop Date but before Planning Permission is granted, terminate this Agreement with immediate effect by giving notice in writing to the other party.

2. Agreement to grant the Lease

- 2.1 In consideration of the Landlord agreeing to grant the Lease, in accordance with the terms of this Agreement, the Landlord and the Tenant shall accept the terms of this Agreement.
- 2.2 This Agreement is made in duplicate and the Tenant may not assign, charge or otherwise dispose of the Lease without the written consent of the Landlord.

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6.1	Any sums payable by the Tenant under this Agreement are exclusive of value added tax.	
6.2	The Tenant shall pay the Landlord any value added tax which is chargeable on any sums payable by the Tenant under this Agreement.	

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| 6.1 | Any sums payable by the Tenant under this Agreement are exclusive of value added tax. | |
| 6.2 | The Tenant shall pay the Landlord the value added tax which is chargeable on any sums payable by the Tenant under this Agreement. | |

7.1 The Landlord and the Tenant agree that the Tenant shall not assign or sublet the Premises to any person who is not a party to this Agreement without the prior written consent of the Landlord. The Tenant shall be deemed to have agreed to the assignment or subletting of the Premises if the Tenant has not objected in writing to the assignment or subletting of the Premises within the time specified in the Contracts (Rights of Third Parties) Act 1999.

7.2 All notices given under this Agreement shall be in writing and for the purpose of service the provisions of the Law of Property Act 1925 shall apply. The provisions of the Law of Property Act 1925 shall apply to the notices contained in Section 196 of the Law of Property Act 1925 as amended in this Agreement.

- 7.1 The Landlord and Tenant (Covenants) Act 1995 shall not apply to this Agreement as the Tenant is a person who is not a party to this Agreement and the Landlord is not a landlord for the purposes of the Landlord and Tenant (Covenants) Act 1995. The Tenant's obligations under the Agreement shall be governed by the terms of the Contracts (Rights of Third Parties) Act 1999.
- 7.2 All notices given under the Agreement shall be in writing and for the purpose of service the provisions of the Landlord and Tenant (Covenants) Act 1995 shall not apply. Notices contained in Section 196 of the Law of Property Act 1925 shall not apply to this Agreement.

Signed by/on behalf of the Tenant _____