

**COMMERCIAL PROPERTY
LEASE RENEWAL OF**

**AND CONDITIONS FOR
AGENCY (FOR LANDLORD)**

These Terms and Conditions apply to the Landlord to negotiate the renewal of the lease of the property. The Terms and Conditions shall be read so please read them carefully before signing.

The Agent (<> (“**Agent**”) is appointed by a Landlord to negotiate the renewal of the lease or licence of a commercial property. The Terms and Conditions shall be read so please read them carefully before signing the Appointment Form.

1. Definitions

“Agency Fee”

as specified in the Appointment Form.

“Agency Period”

starting on the date this contract is signed and ending when the Lease is renewed or (if earlier) when this contract is terminated in accordance with clause 5;

“Appointment Form”

the form to be completed and signed by the Landlord in order to appoint the Agent.

“Landlord”

the owner of the Property;

“Lease”

the lease or licence relating to the Property between the Landlord and the Tenant;

“Property”

the property identified in the Appointment Form.

“Rent Deposit”

the sum of money received from the Tenant in respect of the Tenant’s obligations in the Property.

“Tenant”

the licensee of the Property.

1.1 Any reference in these Terms and Conditions to “writing”, or cognate expressions, including telex, cable, facsimile, electronic communication effected by e-mail, or any other means.

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1.2 Any reference in these Terms and Conditions to any statute or provision of a law shall be construed as a reference to that statute or provision as amended, re-enacted or substituted at any relevant time.

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1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

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2. Appointment of Agent

2.1 The Landlord appoints the Agent as their agent in relation to the Property by carrying out the duties set out in clause 3.

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2.2 Unless otherwise specified in the Appointment Form, the Landlord shall not appoint any other person as the Landlord’s agent for the Agency Period.

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the purposes mentioned

3. The Agent's Duties

- 3.1 The Agent shall advise the Landlord in relation to the renewal or termination of the Lease in accordance with the Landlord's instructions in the Appointment Form.
- 3.2 The Agent shall give advice on the following matters, to the extent required by the Landlord:
- 3.2.1 the Landlord's proposed renewal or termination of the Lease;
 - 3.2.2 the market rent for the Property;
 - 3.2.3 the heads of terms for any renewal of the Lease;
 - 3.2.4 whether any independent valuations or other professionals is required;
 - 3.2.5 the strategy for the renewal or termination.
- 3.3 If required by the Landlord, the Agent shall:
- 3.3.1 negotiate terms for the Lease with the Tenant or the Landlord;
 - 3.3.2 serve or liaise with solicitors regarding service of any notices relating to the termination of the Lease;
 - 3.3.3 advise the Landlord of the assistance to the Landlord's solicitors in reaching agreement on the renewal or termination of the Lease if proceedings are issued.
- 3.4 The Agent shall, if required by the Landlord and at the Landlord's cost, arrange for a schedule of dilapidations to be prepared in respect of the Property.
- 3.5 The Agent shall liaise with the Landlord and the Tenant's legal advisers and provide them with advice to achieve completion of a new lease.
- 3.6 If so required by the Landlord, the Agent shall ensure that the necessary documentation for the renewal or termination of the Lease, being completed by the Tenant, the Agent shall hold any Rent Deposit as stated in the Appointment Form with the Rent Deposit as required by the terms of his agreement with the Landlord.
- 3.7 The Agent shall with the Landlord's consent, send the Landlord a copy of the necessary documentation for the renewal or termination of the Lease.
- 3.7.1 the Agency Period;
 - 3.7.2 any other conditions agreed between the Landlord and the Agent.
- 3.8 The Agent shall make the necessary documentation available to the Landlord at all reasonable times and for the purposes of consultation and advice relating to the renewal or termination of the Lease.
- 3.9 The Agent shall obtain all necessary licences, permits and consents during the Agency Period all necessary or advisable for the performance of its duties and Conditions.
- 3.10 The Agent shall act with due diligence and in accordance with sound commercial practice.

3.11 Subject as provide which the Landlord entitled to perform manner as it may th

Conditions and to any directions properly give, the Agent shall be Terms and Conditions in such

4. The Landlord's Commitment

4.1 The Landlord confirms that the Tenant is entitled to renew or extend that:

owner(s) of the Property and are
in particular the Landlord confirms

4.1.1 any consent
terms of the

der or superior landlord under the

4.1.2 any consent

ord's mortgagee; and

4.1.3 any consent

Lord's insurers

has been obtained

any renewal lease is completed.

4.2 The Landlord shall
Conditions:

ccordance with these Terms and

4.2.1 the Agency

4.2.2 any other c
agreed betw

Appointment Form or otherwise
e Agent.

4.3 The Landlord shall
overdue by <<insert
2>> per cent above
date until the date of

Penalty Fee or other charges that are payable 30 days or more at the rate of << e.g. 5% per annum of Barclays Bank plc from the due date of payment.

4.4 Subject to compliance with the Conditions, the Lessor shall not be liable for any loss or damage (including but not limited to) reasonably incurred in connection with the use of the Vehicle, except insofar as it may be caused by the negligence of the Lessee.

obligations under these Terms and the Agent against any liability expenses which the Agent may (ings) which it may incur by reason gent.

5. Duration and Termination

5.1 The contract between the parties shall be the contract dated 10/10/2019, subject to the following:

Agent shall come into force on the
and shall continue until terminated,

5.2 Either party may terminate this agreement by giving the other party written notice at least <<insert notice period>> after the end of the term of this agreement.

giving to the other not less than ten notice, to expire at or any time of the Agency Period.

5.3 Upon the termination

In the Agent and the Landlord:

5.3.1 the Agent shall terminate or

y work in relation to the renewal or

5.3.2 a fair propo
reflect the w

shall be payable to the Agent to termination date;

5.3.3 the Agent shall be liable for loss of a unpaid Agent

st the Landlord for compensation
odwill or any similar loss (except

- 5.4 The rights to terminate the contract shall not prejudice any other right or remedy (including the right to claim damages (if any) or any other benefit) in respect of the breach concerned (if any).
- 5.5 If at any time control of the Agent is exercised by any person or group of connected persons (as defined in section 840 of the Income and Corporation Taxes Act 1988) of whom the Landlord is not having control of the Agent, the Landlord shall forthwith give written notice to the Landlord identifying the person or group of connected persons and the Landlord shall be entitled to terminate the contract if the Landlord has received less than << >> months written notice from the Agent was given, to

6. Complaints [and Redress]

- 6.1 A copy of the Agent's complaints procedure may be obtained on request.
- 6.2 [If the Agent's complaints procedure has been exhausted and the Landlord is not satisfied, the Landlord may seek redress through the redress scheme if the Agent is a member. Please note that the redress scheme does not cover complaints from certain types of customer.]
- 6.3 The name of the [Ombudsman Service] is [The Property Ombudsman] [Property Redress Scheme].]

7. Nature of Agreement

- 7.1 The contract between the parties is personal to the parties and neither party may assign the contract (otherwise than by floating charge) or sub-licence the contract, or delegate any of its obligations under the contract, without the written consent of the other party.
- 7.2 These Terms and Conditions, together with the Appointment Form, contain the entire agreement between the parties with respect to the renewal or termination of the Lease, and may be modified except by an instrument in writing signed by the representatives of the parties.
- 7.3 Each party acknowledges that it is entering into the contract, it does not rely on any representation, statement or warranty except as expressly provided in these Terms and Conditions, the Appointment Form, and all conditions, warranties and other terms implied by statute or common law are excluded to the extent permitted by law.
- 7.4 No failure or delay in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of the contract shall be deemed to be a waiver of any subsequent breach or any other provision.
- 7.5 If any provision of these Terms and Conditions is held by any court or other competent authority to be unenforceable in whole or in part, these provisions shall remain valid as to the other provisions and the remainder of the contract shall remain enforceable.

8. Notices and Service

- 8.1 Any notice or other communication authorised by these Terms and Conditions to be given to the other party shall be given by:
- 8.1.1 delivering it to the other party at the address given in clause 9.1.2;
 - 8.1.2 sending it by registered post or by first class post; or
 - 8.1.3 sending it by any other means of communication which is a similar or comparable transmission to the other party at the address given in clause 9.4.
- 8.2 Any notice or information given in the manner provided by clause 9.1.2 which is not returned to the sender shall be deemed to have been given on the date on which it was delivered, and the envelope containing it was so posted; and proof that the notice or information was properly addressed and posted, and that it has not been so returned to the sender shall be sufficient evidence that the notice or information has been given to the other party.
- 8.3 Any notice or information given by any other means of communication comparable means to the other party shall be deemed to have been duly given on the date on which it was sent, provided that a confirming copy of it is sent to the other party at the address given in clause 9.4 within 24 hours.
- 8.4 Service of any document or notice in connection with any legal proceedings concerning or arising out of the subject matter of these Terms shall be effected by either party by delivering it to the other party at its registered or principal office, or to such other address as may be notified to it by the other party in writing from time to time.

9. VAT

All sums payable under these Terms shall be exclusive of any value added tax or other applicable tax, and any such tax shall be added to the sum in question.

10. Relationship of the Parties

Nothing in these Terms shall create, or be deemed to create, a partnership or the relationship of employer and employee between the Landlord and the Agent.

11. Jurisdiction

These Terms and Conditions shall be governed by and construed in all respects in accordance with the laws of England and each party hereby submits to the jurisdiction of the English courts.