

**COMMERCIAL PROPERTY
LEASE RENEWAL**

**AND CONDITIONS FOR
HOLDING FOR TENANT)**

These Terms and Conditions apply to the Tenant to negotiate the renewal of the Lease. The Terms and Conditions form part of the contract with the Agent so please read them carefully before signing.

Agent>> (“**Agent**”) is appointed by a Tenant for the licence of a commercial property. The Terms and Conditions form part of the contract with the Agent so please read them carefully before signing.

1. Definitions

“Agency Fee”

as specified in the Appointment

“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”

to be completed and signed by the Tenant in order to appoint the Agent as

“Landlord”

the Landlord 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

“Tenant”

the licensee of the Property.

1.1 Any reference in these Terms and Conditions to expressions, including words, in the singular shall include the plural, and vice versa, and shall include telex, cable, facsimile, electronic, or any other means of communication.

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1.2 Any reference in these Terms and Conditions to any statute or provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted, or otherwise modified from time to 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 Tenant appoints the Agent as its agent in relation to the Property by carrying out the Appointment Form.

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2.2 Unless otherwise stated, the Agent shall act as the Tenant's agent for the purposes mentioned in the Appointment Form, the Tenant shall not during the Agency Period appoint any other agent as the Tenant's agent for the purposes mentioned in the Appointment Form.

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3. The Agent's Duties

- 3.1 The Agent shall advise the Tenant 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 effect to the following matters, to the extent required by the Tenant:
- 3.2.1 the Tenant's instructions regarding the renewal or terminating 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 professional advice or instructions is required;
 - 3.2.5 the strategy for the renewal or termination of the Lease.
- 3.3 If required by the Tenant, the Agent shall:
- 3.3.1 negotiate the renewal or termination of the Lease with the Landlord or the Landlord's solicitors;
 - 3.3.2 serve or liaise with the Landlord's solicitors regarding service of any notices relating to the renewal or termination of the Lease;
 - 3.3.3 advise the Tenant and the Landlord's solicitors of any assistance to the Tenant's solicitors if any agreement on the renewal or termination proceedings are issued.
- 3.4 The Agent shall, if requested by the Tenant, and at the Tenant's cost, arrange for a schedule of condition survey to be carried out in respect of the Property.
- 3.5 The Agent shall liaise with the Landlord and the Tenant's legal advisers and provide them with the necessary assistance to achieve completion of a new lease.
- 3.6 The Agent shall with the Landlord, in relation to the renewal or termination of the Lease, send the Tenant and the Landlord:
- 3.6.1 the Agency Period;
 - 3.6.2 any other conditions agreed between the Landlord and the Tenant.
- 3.7 The Agent shall make the Appointment Form or otherwise available to the Tenant at all reasonable times and for the purposes of consultation and advice relating to the renewal or termination of the Lease.
- 3.8 The Agent shall obtain all necessary licences, permits and consents for the performance of its duties during the Agency Period all necessary or advisable for the Tenant and Conditions.
- 3.9 The Agent shall act with the same diligence and in accordance with the Terms and Conditions.
- 3.10 Subject as provided in the Terms and Conditions and to any directions properly given, the Agent shall be entitled to perform its duties in such manner as it may think fit.

4. **The Tenant's Commitment**

The Tenant confirms that it is the current tenant or licensee of the Property and are entitled to enter into the Lease.

4.1 The Tenant shall comply with the Conditions of the Lease in accordance with these Terms and Conditions:

4.1.1 the Agency Fee

4.1.2 any other conditions agreed between the Agent and the Tenant.

4.2 The Tenant shall pay any Agency Fee or other charges that are overdue by <<insert number>> days or more at the rate of << e.g. 2>> per cent above the rate of Barclays Bank plc from the due date until the date of payment.

4.3 Subject to compliance with the Conditions, the Tenant shall be liable for any obligations under these Terms and Conditions, the Tenant shall be liable for any claim against any liability (including but not limited to a claim for which the Agent may reasonably incur in defending a claim) it may incur by reason only of its being held out as the Agent.

5. **Duration and Termination**

5.1 The contract between the Agent and the Tenant shall come into force on the date specified in the Agency Appointment Form and shall continue until terminated, subject to the following:

5.2 Either party may terminate the contract by giving to the other not less than <<insert notice period>> written notice, to expire at or any time after the end of the Agency Period.

5.3 Upon the termination of the contract between the Agent and the Tenant:

5.3.1 the Agent shall be entitled to a fee for its work in relation to the renewal or termination of the contract;

5.3.2 a fair proportion of the Agency Fee shall be payable to the Agent to reflect the work done by the Agent up to the termination date;

5.3.3 the Agent shall be entitled to compensation for loss of agency fee or any similar loss (except unpaid Agency Fee) if the contract is terminated by the Tenant for compensation for loss of agency fee or any similar loss (except unpaid Agency Fee).

5.4 The rights to terminate the contract by this clause 5 shall not prejudice any other right or remedy (including without limitation any) or any other breach of the contract.

5.5 If at any time controlled by the Tenant (as defined in the Taxes Act 1988) of any person or group of connected persons (as defined in the Taxes Act 1988) not having control of the Agent shall forthwith give written notice to the Tenant identifying the person or group of connected persons and the Tenant shall be entitled to terminate the contract within << >> months written notice from the Agent was given, to terminate the contract.

6. Complaints [and Redress]

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

7. Nature of Agreement

- 7.1 The contract between the parties is personal to the parties and neither party may assign, sub-charge (otherwise than by floating charge) or sub-licence the contract, or delegate any of its obligations, except with 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 authorised representatives of the parties.
- 7.3 Each party acknowledges that, in 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 or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 7.4 No failure or delay in performance of the contract shall be deemed to constitute a breach of the contract or a waiver of any subsequent breach, or constitute a waiver of any subsequent breach, or constitute a waiver of any subsequent breach.
- 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 Terms and Conditions shall nevertheless remain valid as to the other provisions and the remainder of the contract shall survive.

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 in person;
- 8.1.2 sending it by first class post; or
- 8.1.3 sending it by any other means of communication which is reliable and suitable for the purpose.
- 8.2 Any notice or information given to the other party in the manner provided by clause 9.1.2 which is not returned to the sender shall be deemed to have been received.

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been given on the < and proof that the properly addressed so returned to the information has been

velope containing it was so posted; by such notice or information was d posted, and that it has not been cient evidence that the notice or

8.3 Any notice or inform comparable means given on the date of as provided in clau 9.4 within 24 hours

ex, cable, facsimile transmission or l be deemed to have been duly that a confirming copy of it is sent ty at the address given in clause

8.4 Service of any d concerning or arising causing it to be deli or to such other ad from time to time.

oses of any legal proceedings shall be effected by either party by at its registered or principal office, d to it by the other party in writing

9. **VAT**

All sums payable under t added tax or other applica or otherwise included in an

tions are exclusive of any value l be added to the sum in question

10. **Relationship of the Parties**

Nothing in these Terms a partnership or the relation the Agent.

ate, or be deemed to create, a employee between the Tenant and

11. **Jurisdiction**

These Terms and Condit accordance with the laws the non-exclusive jurisdic

and construed in all respects in and each party hereby submits to lish courts.

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