

**COMMERCIAL PROPE  
RENT RE**

**AND CONDITIONS FOR  
NDLORD)**

These Terms and Conditions app  
Landlord to handle a rent review  
Terms and Conditions form the b  
read them carefully before signing

nt>> (“**Agent**”) is appointed by a  
ce of a commercial property. The  
contract with the Agent so please

**1. Definitions**

“**Agency Fee**”

as specified in the Appointment

“**Agency Period**”

starting on the date this contract  
ending when the rent review is  
determined or (if earlier) when this  
is completed in accordance with clause 5;

“**Appointment Form**”

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

“**Landlord**”

the Landlord of the Property;

“**Lease**”

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

“**Property**”

the Property identified in the Appointment

“**Tenant**”

any licensee of the Property.

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

conditions to “writing”, or cognate  
communication effected by e-mail,  
or any other means.

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 substituted at any relevant time.

references to any statute or provision of a  
statute or provision as  
relevant time.

1.3 The headings in this document 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.

as their agent in relation to the  
Property as set out in clause 3.

2.2 Unless otherwise specified in writing, the Agent shall not be deemed to be the Landlord's agent for the purposes mentioned in clause 3.

Appointment Form, the Landlord shall not  
deem any other person as the Landlord's agent for

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3. **The Agent's Duties**

3.1 The Agent shall advise the Landlord in relation to the rent review under the Lease and complete the Appointment Form.

3.2 The Agent shall give effect to the Landlord's instructions in the following matters, to the extent required by the Lease:

3.2.1 the interpretation of the provisions in the Lease;

3.2.2 the revised rent for the Property;

3.2.3 the strategy for rent review negotiations and/or dispute resolution proceedings.

3.3 If required by the Landlord, the Agent shall:

3.3.1 negotiate and advise the Landlord or the Tenant on the revised rental figure with the Tenant or the Tenant's legal advisers;

3.3.2 serve any notices in connection with the rent review required under the Lease;

3.3.3 represent the Landlord in dispute resolution proceedings if the Landlord so instructs the Agent.

3.4 The Agent shall liaise with the Landlord and the Tenant's legal advisers and provide them with a written memorandum of the progress of the rent review process to complete a rent review.

3.5 The Agent shall, with the Landlord's consent, advise the Landlord when the revised rent has been agreed or when the rent review process has ended.

3.5.1 the Agency Period;

3.5.2 any other conditions agreed between the Landlord and the Tenant.

3.6 The Agent shall make the Appointment Form available to the Landlord at all reasonable times and provide the Landlord with advice relating to the rent review process under the Lease.

3.7 The Agent shall obtain all necessary licences, permits and consents for the performance of its duties during the Agency Period and shall ensure that the Agent is fully indemnified for the necessary or advisable for the Agency Period and Conditions.

3.8 The Agent shall act with due diligence and in accordance with the Terms and Conditions of the Lease.

3.9 Subject as provided in the Terms and Conditions, which the Landlord instructs the Agent to properly give, the Agent shall be entitled to perform its duties in such manner as it may think fit.

4. **The Landlord's Commitments**

4.1 The Landlord confirms that the Landlord is the owner(s) of the Property and are entitled to conduct the rent review under the Lease. In particular the Landlord confirms that:

4.1.1 any consent from the Landlord's superior landlord under the Lease;

4.1.2 any consent from the Landlord's mortgagee; and

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4.1.3 any consent of the Landlord's insurers has been obtained or any rent review is concluded.

4.2 The Landlord shall comply with these Terms and Conditions:

4.2.1 the Agency Fee shall be payable in accordance with the Appointment Form or otherwise agreed between the Agent.

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

4.4 Subject to compliance with the obligations under these Terms and Conditions, the Landlord shall indemnify the Agent against any liability (including but not limited to legal expenses which the Agent may reasonably incur in connection with proceedings) which it may incur by reason only of its being held liable as Agent.

5. Duration and Termination

5.1 The contract between the Agent and the Landlord shall come into force on the date specified in the Agency Fee Schedule and shall continue until terminated, subject to the following provisions:

5.2 Either party may terminate the Agency Period 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 Agency Period between the Agent and the Landlord:

5.3.1 the Agent shall be entitled to be paid for any work in relation to the rent review undertaken by it prior to termination;

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

5.3.3 the Agent shall be entitled to be paid by the Landlord for compensation for loss of a goodwill or any similar loss (except for any unpaid Agency Fee).

5.4 The rights to terminate the Agency Period by this clause 5 shall not prejudice any other right or remedy available to either party (if any) or any other benefit which may be available to either party.

5.5 If at any time control of the Landlord (within the meaning of Section 840 of the Income and Corporation Taxes Act 1988) of the Landlord or any person or group of connected persons (as defined in Section 840 of the Income and Corporation Taxes Act 1988) not having control of the Agent 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 Agency Period by giving more than << >> months written notice to the Agent if such notice from the Agent was given, to

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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 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 deal with complaints from certain types of customer.
- 6.3 The name of the redress scheme is [The Property Ombudsman] [Ombudsman Service] [Property Redress Scheme].]

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7. **Nature of Agreement**

- 7.1 The contract between the Agent 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, without the written consent of the other party.
- 7.2 These Terms and Conditions and the Appointment Form contain the entire agreement between the parties in respect to the rent review under the Lease and may not be varied orally. Any variation must be in an instrument in writing signed by both parties.
- 7.3 Each party acknowledges that it enters into the contract, it does not rely on any representation, statement or warranty, in these Terms and Conditions, the Appointment Form, and all conditions, warranties or other provisions of the Lease 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 be a breach of contract or a waiver of any subsequent breach of contract, unless it is specifically waived in writing by the party in 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 Terms and Conditions shall remain valid as to the other provisions and the remainder of the contract shall survive.

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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 a facsimile transmission or comparable electronic means.
- 8.2 Any notice or information sent to the other party at the address set out in clause 9.4 which is not returned to the sender shall be deemed to have been delivered to the other party in the manner provided by clause 9.1.2.

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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; y 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 relations the Agent.

ate, or be deemed to create, a ployee between the Landlord 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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