

**COMMERCIAL PROPERTY
RENT REVIEW**

**TERMS AND CONDITIONS FOR
TENANT)**

These Terms and Conditions apply to the Tenant to handle a rent review under the Terms and Conditions form the basis of the Appointment and the Agent so please read them carefully before signing the Appointment

Agent>> (“**Agent**”) is appointed by a Tenant to handle a rent review under the Terms and Conditions form the basis of the Appointment and the Agent so please read them carefully before signing the Appointment

1. Definitions

“Agency Fee”

the fee specified in the Appointment

“Agency Period”

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

“Appointment Form”

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

“Landlord”

the owner 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”

the licensee of the Property.

1.1 Any reference in these Terms and Conditions to expressions, including words, shall include telex, cable, facsimile, electronic, or any other means.

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

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

references to any statute or provision of a law shall be construed as a reference to that statute or provision as amended, re-enacted, or otherwise in force at the 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 Tenant appoints the Agent by carrying out the steps set out in the Appointment Form.

the Tenant appoints the Agent in relation to the Property by carrying out the steps set out in the Appointment Form.

2.2 Unless otherwise stated, the Agent shall act as the Tenant's agent for the purposes mentioned in the Appointment Form.

the Appointment Form, the Tenant shall not during the Agency Period act as the Tenant's agent for the purposes mentioned in the Appointment Form.

3. The Agent's Duties

- 3.1 The Agent shall advise the Tenant in relation to the rent review under the Lease and the Tenant'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 interpretation of provisions in the Lease;
 - 3.2.2 the market rent;
 - 3.2.3 the strategy for rent review negotiations and/or dispute resolution proceedings.
- 3.3 If required by the Tenant:
- 3.3.1 negotiate and agree the revised rental figure with the Landlord or the Landlord's legal advisers;
 - 3.3.2 serve any notice for a rent review required under the Lease;
 - 3.3.3 represent the Tenant in any dispute resolution proceedings if the Landlord and Tenant agree.
- 3.4 The Agent shall liaise with the Landlord and the Tenant's legal advisers and provide them with a written memorandum of the outcome of the review to complete a rent review.
- 3.5 The Agent shall, within a reasonable time after the revised rent has been agreed or determined, send the following documents to the Tenant:
- 3.5.1 the Agency Period;
 - 3.5.2 any other documents agreed between the Landlord and the Tenant.
- 3.6 The Agent shall make the Appointment Form available to the Tenant at all reasonable times and provide the Tenant with advice relating to the Lease.
- 3.7 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 performance of its duties and Conditions.
- 3.8 The Agent shall act with due diligence and in accordance with the Terms and Conditions.
- 3.9 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 Commitments

- The Tenant confirms that it is the sole tenant(s) of the Property and is entitled to conduct the business of the Property under the Lease.
- 4.1 The Tenant shall comply with the Terms and Conditions in accordance with these Terms and Conditions:
- 4.1.1 the Agency Period;

- 4.1.2 any other conditions agreed between the Tenant and the Agent.
- 4.2 The Tenant shall pay the Agent any Agency Fee or other charges that are overdue by <<insert 2>> per cent above the due date until the date of payment of Barclays Bank plc from the due date.
- 4.3 Subject to compliance with the obligations under these Terms and Conditions, the Tenant shall be indemnified by the Agent against any liability (including legal costs) which the Agent may reasonably incur in defending a claim against 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 Appointment Form and shall continue until terminated, subject to the following provisions.
- 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 be paid for any work in relation to the rent review under 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 not be liable to compensate the Tenant for compensation for loss of agency 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 other breach of contract) or any other remedy available to the Tenant or the Agent.
- 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 Tenant is not a member, the Tenant shall forthwith give written notice to the Agent identifying the person or group of connected persons and the Tenant shall be entitled to terminate the contract by giving more than << >> months written notice from the date on which notice from the Agent was given, to terminate the contract.
- 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 Tenant is not satisfied with the outcome, the Tenant may seek redress through the redress scheme operated by the Agent. Please note that the redress scheme may not cover all types of 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, sub-lease, sub-charge (otherwise than by floating charge) or sub-licence the contract, or sub-contract or otherwise delegate any of its obligations under the contract, 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 in respect to the rent review under the Lease and may not be varied orally or by an instrument in writing signed by the parties.
- 7.3 Each party acknowledges that, in entering into the contract, it does not rely on any representation, statement or warranty, in these Terms and Conditions, the Appointment Form, or otherwise, and all conditions, warranties or common law are excluded to the fullest 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 of the contract 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 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 reliable means of communication.
- 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 so posted; and proof that the notice or information was properly addressed to the other party 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, including telex, cable, facsimile transmission or electronic mail, 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 by first class post.

as provided in clause 9.4 within 24 hours

8.4 Service of any documents concerning or arising out of or causing it to be delivered or to such other address from time to time.

9. **VAT**

All sums payable under these Terms and Conditions added tax or other applicable or otherwise included in any

10. **Relationship of the Parties**

Nothing in these Terms and Conditions shall create a partnership or the relationship between the Tenant and the Agent.

11. **Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the non-exclusive jurisdiction of the English courts.

party at the address given in clause

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

conditions are exclusive of any value added tax shall be added to the sum in question

create, or be deemed to create, a partnership or employee between the Tenant and the Agent.

and construed in all respects in accordance with the laws of England and each party hereby submits to the non-exclusive jurisdiction of the English courts.