

Agreement for Letting

«Demise_Description»

«Floor» Floor

«Property»

«Property_Address»

London W1

Her Majesty the Queen (1)

The Crown Estate Commissioners (2)

«Company_Name» (3)

SAMPLE DOCUMENT ONLY

TABLE OF CONTENTS

Part A - Definitions	1
Part B - Letting and rights	3
Part C - Your responsibilities	4
Part D - Quiet enjoyment	6
Part E - Services	6
Part F - General terms	6
Part G - Ending this agreement	7
Part H - Deposit	8
Part I - Not a secure tenancy	8

SAMPLE DOCUMENT ONLY

Short Form Office Lease of Part – inclusive rent (company tenant)

DATE

2014

PARTIES

- (1) HER MAJESTY THE QUEEN;
- (2) THE CROWN ESTATE COMMISSIONERS; and
- (3) «Company_Name» (company number «Company_Number»), whose registered office is at «Company_Registered_Address»

Part A - Definitions

In this agreement the following expressions have the meanings given next to them:

we	the Crown Estate Commissioners.
the Queen	Her Majesty the Queen and anyone who becomes King or Queen after her.
you	«Company_Name»
building	«Property» «Property_Address» London W1
business hours	8.30am to 7pm on any day except Saturdays, Sundays, bank holidays and public holidays, or whatever different hours or days we reasonably decide.
conduits	pipes, drains, sewers, gutters, flues, ducts, wires, cables, optic fibres and other means of transporting water, soil, gas, air, smoke, electricity, light, information and so on, and all related structures and equipment.
deposit	£XXXX
facilities	facilities and systems provided for the building and people who work in or visit it, including any security and surveillance systems, fire-prevention and fire-alarm equipment, sprinklers and firefighting equipment and communication facilities.
occupier's handbook	a booklet that sets out rules and information about using the offices and shared areas. We may update this from time to time to improve the way we manage the building and shared areas.

premises	<p>«Demise_Description» on part of the «Floor» floor of the building you use outlined in red on the attached plan. This includes:</p> <ul style="list-style-type: none"> • finishes on the inside walls, floor slabs and ceiling slabs dividing the premises from other parts of the building; • inside walls that are not load-bearing (that is, they do not support the main weight of the building); • finishes on inside load-bearing walls, columns, floor slabs and ceiling slabs in the premises; • doors, door frames, windows and window frames, including any glass; • conduits and facilities in the premises which only serve the premises; • raised floors and suspended ceilings and the voids (that is, the empty areas) below and above them; • ceilings • our fixtures and fittings and • floor coverings.
rent	<p>£XXXX excl VAT a year (including service charges and insurance premiums) or £XXXX excl VAT every rent day.</p>
rent days	<p>25 March, 24 June, 29 September and 25 December.</p>
rent start date / term start date	<p>2014</p>
services	<p>any services we provide, including:</p> <ul style="list-style-type: none"> • maintaining the structure and outside of the building and the shared areas and shared conduits and facilities; • providing reception and security facilities for the building; • providing and maintaining security and surveillance equipment;

- providing and maintaining adequate heating and lighting to the shared areas and, if appropriate, the premises; and
- providing and maintaining appropriate hot and cold water, towels, soap and other supplies to the toilets in the shared areas.

shared areas

entrance halls, passages, staircases, lifts, lift shafts, toilets, service roads, yards, loading bays and other areas provided for you and other people working in or visiting the premises to use.

term

3 years from the term start date.

Part B - Letting and rights

1 We let the premises to you at the rent set out in part A for the term set out in part A.

2 You have the following rights.

- You can use the shared areas for their intended purpose during business hours (or outside business hours in line with the occupier's handbook).
- You can use the shared conduits and facilities that serve the premises.
- You can display your name or business name on a shared signboard in the entrance hall or other appropriate place in the shared areas as shown in the occupier's handbook.

We may change or end any of these rights, or temporarily remove them. However, if we do, we will, replace them with other similar rights if this is appropriate.

3 We have the right to enter the premises:

- to inspect, clean, repair, alter, connect to or replace conduits or facilities or install new conduits or facilities;
- to inspect, clean, repair, alter or replace other parts of the building;
- to meet our legal responsibilities;
- to show the premises to other people who may want to rent or buy the premises; or
- for other reasonable purposes.

We may also give permission for someone acting on our behalf to enter the premises for the same purposes and we or they may, if appropriate, bring workmen and appliances on to the premises.

Before we enter the premises, or before someone we give permission to enter the premises does so, we will give you reasonable notice (except in an emergency), and we will repair any damage we or they cause to the premises as soon as possible.

We also have the right to deal with neighbouring property as we think fit (or authorise others to do so), including building nearby or rebuilding, altering, improving or redeveloping neighbouring property, even if light or air to the premises is affected.

Part C - Your responsibilities

You agree to do the following.

Rent

- 1 You must pay the rent for the coming three months by banker's order on the rent days. The first rent payment is due on the rent start date. You must pay each rent payment in full without making any deductions or setting off or counterclaiming or withholding any sums (other than any deduction or withholding of tax if required by law).

Interest on missed rent payments

- 2 You must pay interest at 3% a year above the base rate from time to time of our clearing bank on any rent you have missed, from the date the rent was due to the date you pay it.

Rates and other outgoings

- 3 You must pay promptly all business rates, water rates, sewerage charges and other outgoings, and pay all bills for water, electricity, phones and any other services you use at the premises.

Repairing the premises

- 4 You must put and keep the premises in good repair and condition and you must make sure that you keep them properly cleaned. This does not apply to damage which is covered by insurance.

Notice to repair

- 5 If we give you notice that you have not carried out repairs, you must start the repairs within one month (or immediately in an emergency) and carry them out as quickly as possible. If you fail to do so, we can carry them out and charge you (as a debt) the reasonable cost of doing so. For the avoidance of doubt we are not obliged to give you notice to carry out repairs in respect of dilapidations at the end of the term (however it ends).

Alterations

- 6 You must not change or add to the premises or any other part of the building. However, you may fit, alter or remove partition walls that are not part of the structure if you first get our permission in writing. We will not unreasonably withhold our permission. If we give permission, you must keep to all relevant planning laws, health and safety laws and other laws.

Signs

7 You must not display any signs outside (or which can be seen from outside) the premises.

Use

8 You must use the premises only as offices (excluding serviced or virtual offices).

9 You must not do anything which is dangerous, offensive, illegal or immoral or which is or may become a nuisance or annoyance to people who own, live or work in any neighbouring property..

10 You must not do anything that may make the insurance of the premises or the building invalid (or partly invalid) against fire or other risks, or increase the ordinary premium for that insurance.

11 You must not live or sleep in the premises or hold public meetings in them.

12 You must not block any conduits or overload them.

13 You must keep to the house rules set out in the occupier's handbook and make sure that everyone working at or visiting the premises also keeps to those rules.

Legal duties

14 You must not do anything that makes us or the Queen liable under a legal duty.

Agreement applies only to you

15 You must not transfer this Agreement to anyone else or allow anyone else to occupy or possess any part or parts of the Premises except that this shall not prevent you from sharing occupation with a company which is a member of the same group (as defined in S42 of the Landlord and Tenant Act 1954) provided no tenancy is created.

Costs

16 You must pay us all reasonable costs and expenses connected with recovering missed rent payments from you and enforcing any of your responsibilities in this agreement you have failed to carry out.

Make good losses

17 You must pay us all sums to compensate us and the Queen in full for any liability, loss, damage and expense we and the Queen sustain as a result of you failing to carry out any of your responsibilities in this agreement.

End of the term

18 At the end of the term (however it ends), you must:

- make sure there is nobody left in the premises, carry out any necessary repairs and clean the premises in line with this agreement, and remove your possessions and any rubbish; and

- remove any partitions that you put up and remove any of your fixtures and fittings, signs, furniture and other goods in each case whether installed during the term of this agreement or during the term of your previous agreement relating to the premises and dated XXXX and repair any damage caused in doing so.

Part D - Quiet enjoyment

We agree that you are entitled to use the premises without us interfering. Exercising our rights under this agreement is not interfering.

Part E - Services

- 1 We agree to provide during business hours the services we reasonably consider necessary for the building to be managed to a standard we reasonably consider appropriate. However, from time to time we may decide to withhold, add to, or change the services if we think this is necessary so we can manage the building more effectively.
- 2 Neither we nor the Queen are liable to you for any failure or interruption in any of the services caused by:
 - equipment breaking down which needs to be maintained, repaired, cleaned or replaced;
 - materials or fuel running out;
 - strikes; or
 - anything else beyond our control.

Part F - General terms

Ending this agreement

- 1 We may end this agreement by entering any part of the premises whenever you are at least 14 days late in paying the rent (whether or not we have formally demanded that you pay it) or you have failed to carry out any of your responsibilities in this agreement. If we end this agreement, you will still be liable for any of your responsibilities in this agreement you have failed to carry out and will still have to pay us any money you owe.

Cancelling or reducing the rent

- 2 If the premises are unusable or are inaccessible because of damage by fire or other causes, we will cancel or reduce the rent as appropriate until the premises can be used normally again and are accessible. However, this does not apply if the problem is caused by you or anyone who is in the premises with your permission. We may end this agreement immediately by giving you notice in writing if:

- the premises or any other parts of the building are damaged or destroyed by fire or other causes; and
- repairs are likely to take longer than three months.

No implied rights

3 Section 62 Law of Property Act 1925 does not apply to this agreement. Nothing contained or implied in this agreement operates expressly or implicitly to give you any easement, right, privilege, liberty or advantage, except the rights you have under B2 above.

Giving notice

4 If we or you give notice under this agreement, it must be by personal courier or recorded-delivery post.

Our address

5 Whenever you send us notice (including notices in proceedings) you must send it to our office at 16 New Burlington Place, London, W1S 2HX (or to any other address we give you in writing).

Other people

6 You must not allow anyone else to do the things you have agreed not to do in this agreement.

Our legal responsibilities

7 We carry out our responsibilities in this agreement under the powers of the Crown Estate Act 1961, so we have no personal liability.

VAT

8 All amounts you pay under this agreement do not include value added tax (VAT). So, we will add VAT to these amounts if appropriate and you must pay it.

Rights of others

9 If anyone has any rights under the Contracts (Rights of Third Parties) Act 1999, this does not apply to this agreement. As a result, no-one else can enforce any rights under this agreement, other than you and us.

English law

10 This agreement is governed by English law. Any disputes will be dealt with by the English courts.

Part G - Ending this agreement

You may end this agreement at any time during the term by giving us at least **six** months' notice in writing.

Part H - Deposit

- 1 You gave the deposit to us at the start of the term. We will hold the deposit as security for you paying the rent and keeping to this agreement. We will keep the deposit in an account where it can earn interest.
- 2 During the term and when it ends, we may use the deposit to pay any missed rent or to pay us compensation if you fail to carry out any of your responsibilities in this agreement.
- 3 When we ask, you must pay us any amount needed to bring the deposit up to its original amount.
- 4 When the term ends, we will repay you the deposit with any interest it has earned, after taking off any amounts referred to in H2 above.
- 5 You must still pay any rent you owe and any compensation for failing to carry out any of your responsibilities in this agreement that the deposit does not fully cover.
- 6 You may not use the deposit to pay part or all of the rent due or any other amounts you owe under this agreement.

Part I - Not a secure tenancy

- 1 We and you agree that Sections 24 to 28 of the Landlord and Tenant Act 1954 do not apply to this agreement. This means that you will not have security of tenure (the right to stay in the premises when this agreement ends) and is more fully explained in the notice mentioned in the next paragraph.
- 2 Before you entered into this agreement, or (if earlier) you entered into a contract which bound you to do so, we served you a notice in the way (or as near as) shown in Schedule 1 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- 3 Before you entered into this agreement, or (if earlier) you entered into a contract which bound you to do so, you or a person you authorised to do so made a statutory declaration in the way (or as near as) shown in Schedule 2 to the order referred to in I2 above. By doing so you acknowledge that you have read the notice referred to in I2 above and have accepted its consequences (the rights you give up by not having security of tenure).

Signed as a deed on (but not before) the date of this agreement.

The official seal of the)
Crown Estate Commissioners)
placed here was confirmed as authentic by:)

Signed as a deed by
«Company_Name»

) Director's signature

) Print Name

) Company Secretary or
Director's signature

) Print Name

SAMPLE DOCUMENT ONLY