

Commercial Lease Agreement UK

Governed by the Landlord and Tenant Act 1954, Law of Property Act 1925, and Land Registration Act 2002

This Commercial Lease Agreement ("Agreement") is made and entered into by and between

Landlord Name: _____

(The "Landlord"), and Tenant Name: _____

dated as of (DD/MM/YYYY): _____

for the property located at: _____

("Premises"), which shall be used for the commercial purpose of:

(The "Business Purpose").

The Landlord and Tenant hereby acknowledge the following:

1. Term.

The term of this Lease shall start on _____ and end on _____

By written notice to the Landlord no later than _____ before the expiration of the current Lease term, the Tenant shall have the option to renew this Lease for an additional term of

_____.

2. Rent.

The Tenant shall pay an amount of _____ per month as rent to the Landlord, payable on _____ of each month. In the event of a late rent payment, the Tenant shall pay a late fee of _____ for each day the payment is overdue.

3. Security Deposit.

Upon signing this Lease, the Tenant shall pay a security deposit of _____ to the Landlord. If there are no damages or unpaid rent, the security deposit shall be returned to the Tenant within _____ days after the termination of this Lease.

4. Use of Property.

The Tenant may not use the Premises for any purpose other than the aforementioned Business Purpose without the prior written consent of the Landlord. The Tenant shall comply with all statutes, regulations, and requirements applicable to the use of the Premises.

5. Maintenance and Repairs.

The Landlord shall be responsible for the maintenance of the structural and mechanical components of the Property, as well as the interior of the Premises, including accessories, appliances, and equipment. The Tenant shall also be liable for any damages caused by the Tenant's negligence or misuse of the Premises.

6. Alterations and Improvements.

The Tenant shall not make any alterations or improvements to the Premises without the prior written consent of the Landlord. Any alterations or improvements made with the Landlord's consent shall become the property of the Landlord upon termination of this Lease.

7. Insurance.

The Tenant's public liability insurance shall maintain a minimum coverage of _____
The Tenant shall provide proof of insurance to the Landlord upon request and shall also maintain adequate property insurance on the Premises.

8. Indemnification.

The Tenant shall indemnify, defend, and hold the Landlord harmless from and against all claims, damages, losses, and expenses, including reasonable solicitors' fees, arising from or in connection with the Tenant's use and occupation of the Premises.

9. Default.

In the event of the Tenant's default under this Lease, including but not limited to failure to pay rent, the Tenant shall have _____ days to remedy such default. If the Tenant fails to remedy such breach within the grace period, the Landlord may terminate this Lease and take possession of the Premises.

The Landlord shall not re-enter the Premises in the event of a breach other than non-payment of rent without first serving a valid notice under Section 146 of the Law of Property Act 1925, allowing the Tenant a reasonable time to remedy any remediable breach.

10. Assignment and Subletting.

Without the Landlord's prior written consent, the Tenant may not assign this Lease or sublet the whole or any part of the Premises. Consent shall not be unreasonably withheld or delayed in accordance with Section 19 of the Landlord and Tenant Act 1927.

11. Termination.

Either party may terminate this Lease upon _____ days' written notice to the other party, subject to any statutory security of tenure rights the Tenant may hold under the Landlord and Tenant Act 1954, unless such rights have been validly excluded under Section 38A of that Act.

12. Governing Law.

This Commercial Lease Agreement shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for resolution of all disputes arising under this Agreement.

13. Entire Agreement.

This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, relating to such subject matter. Any variation to this Agreement must be made in writing and signed by both parties.

14. Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one complete instrument. A commercial lease for a term exceeding three years must be executed as a deed in order to create a valid legal estate under Section 52 of the Law of Property Act 1925.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LANDLORD NAME

Landlord Name: _____

By: _____

Date (DD/MM/YYYY): _____

TENANT NAME

Tenant Name: _____

By: _____

Date (DD/MM/YYYY): _____

Executed as a deed by the Landlord in the presence of a witness:

Witness Signature: _____

Witness Full Name: _____

Witness Address: _____

Witness Occupation: _____

Executed as a deed by the Tenant in the presence of a witness:

Witness Signature: _____

Witness Full Name: _____

Witness Address: _____

Witness Occupation: _____

IMPORTANT NOTICE TO LANDLORD: If this Lease is for a term exceeding 7 years, it must be registered at HM Land Registry within 2 months of completion. A Stamp Duty Land Tax (SDLT) return must be filed with HMRC within 14 days of the effective date if the transaction is notifiable under the Finance Act 2003. To validly exclude the Tenant's security of tenure rights under the Landlord and Tenant Act 1954, a statutory Warning Notice must be served and a Declaration obtained before this Lease is executed.