## Board Artwork Brochure

## **GUIDANCE FOR LEASEHOLD RENTAL OFFERS**

## **Subject to Contract & Without Prejudice**

This document is provided for guidance purposes only in order to help you to draft your proposal should you have an interest in the property which you have viewed with Bennett Phillips Luton. Your offer will not be legally binding but will provide Bennett Phillips Luton with an indication of your proposal which will thereafter be relayed to the Landlord for their consideration.

This guide is not specific to the property which you have viewed, and merely sets out terms which are commonly covered when negotiating a lease. Therefore, in some instances points **3, 5, 7 & 9** may not be applicable / appropriate.

We trust that this guide will help you to compile your proposal, however, should you wish to discuss any points please contact us at your convenience.

Please set out your proposal as follows.

**Re:**

Further to our/my recent viewing of the above premises I/we wish to take a new Full Repairing and Insuring lease upon the following terms.

1. **Proposed Tenant:**

Please set out the name(s) of the proposed tenant(s) together with the details of home address(s) and confirmation of whether the property(s) are rented or owned/mortgaged. If the premises are to be taken in the name of a limited company please state the registered address and company registration number.

1. **Proposed Use;**

Please confirm the nature of the intended use of the property.

1. **Planning:**

Please state whether your business requires a change of use and if so what the use will be. If you are satisfied that you do not require a change of use, then you do not need to refer to this point in your proposal.

1. **Lease:**

Please state the length of lease which you require, together with the rent review pattern if appropriate.

1. **Break Clause;**

If you require an option allowing you to break before the end of the lease please state when. **If** a Landlord is prepared to allow an option to break this is not normally given until at least the end of the third year of the tenancy. Some Landlords may reject this request.

1. **Rent:**

Please confirm your acceptance of the asking rent or the level of rent which you are prepared to put forward for the Landlord’s consideration. Rent is paid quarterly in advance, please confirm that you are aware of this.

1. **Rent Free Period:**

Subject to the condition of the property and the overall terms of your offer a rent-free period **may** be considered. If applicable please indicate the rent free-period that you require, and give a general indication of the works which you propose to undertake in lieu of the rent-free period and your anticipated expenditure. Any rent-free period which the Landlord may grant will be given in the second quarter. Please indicate your awareness of this. Landlords may only consider rent free periods in certain circumstances.

1. **Rent Deposit:**

If you propose to take the lease in the name of a limited company, or you live in rented accommodation then the Landlord will require a rent deposit, usually equivalent to 3 or 6 months rent held for a term to be agreed and returned, subject to the terms of the lease being adhered to. If the lease is being taken in the name of an individual or individuals who are able to satisfy the Landlord as to their financial standing, but it is a new venture, then a rent deposit may still be required.

**9. Premium:**

In the event that a premium is being sought for the property in question then please confirm the amount you are prepared to offer for the Leasehold interest.

**10. Legal Costs;**

When entering into a lease it is traditional that the ingoing tenant pays all or a contribution towards the Landlord’s legal costs and therefore please set out the level of contribution that you are prepared to make.

**11. Possession;**

Please indicate when you ideally require to take occupation of the property. This is normally upon completion of the lease.

**12. Information Relating To The Proposed Tenant:**

In this paragraph please set out any relevant information which will help the Landlord to identify your previous and current employment or any commercial property which you may currently have or previously traded from.

All Landlords will require references on any individual or company looking to take a Lease. Could you please complete the attached form so that we are in a position to take up references on behalf of the Landlord. A Bank status enquiry may also be required, however, this will be dealt with if and when terms have been agreed.

**PLEASE RETURN THE ATTACHED FORM TO US ALONG WITH PAYMENT. THE ADMINISTRATION CHARGE FOR THIS IS £240 (£200 PLUS VAT). PLEASE CONTACT US FOR DETAILS ON HOW TO PAY THIS ONLINE BY BANK TRANSFER. THIS IS A NON – REFUNDABLE ADMINISTRATION CHARGE RELATING TO THE REFERENCE PROCESS.**

**PLEASE NOTE THAT THE REFERENCE PROCESS WILL ONLY COMMENCE ONCE AN OFFER HAS BEEN ACCEPTED BY THE LANDLORD.**

**FORMS SHOULD BE EMAILED TO** **debbie@bennettphillips.com**