

A rent review clause in your lease may give you a limited opportunity to challenge the landlord's notice. You may be required by notice to carry out works for which you are not responsible or cannot be forced to undertake. If, as a landlord, you are concerned about breaches of covenant by your tenant, it is in your interest to take legal advice without delay, as it is possible to lose certain valuable rights inadvertently.

Our Solicitors

Richard Taylor was articled with a large central London firm with whom he remained as an assistant solicitor within their property department upon qualifying in 1977. He joined Longmores in 1982. He deals with all areas of property law, business leases, company law and the sale and purchase of businesses.

Elizabeth Gallop was articled in Norwich. After qualifying as a solicitor in 1980 she joined the commercial property department of a major City firm. Following a short period in Local Government she returned to private practice becoming a Partner with a Gray's Inn Firm. She has extensive experience of all aspects of all commercial property work and general conveyancing including property development, landlord and tenant and the property aspects of company acquisitions and disposals.

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Heinrich originally qualified as a solicitor in South Africa in 2003 whilst working in the litigation department of a large property firm in Cape Town. He joined Longmores in November 2007 and now works in the commercial property team where he deals with all areas of commercial property law, including business leases and the sale and purchase of business premises.



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Business Premises



Introduction

Land law and the law relating to landlord and tenant is complex and constantly changing. In recent years Parliament has made changes to the registration of leases at the Land Registry, amended the Landlord and Tenant Act 1954 and introduced Stamp Duty Land Tax as well as other legislation affecting business premises. In addition, the courts are constantly interpreting and sometimes reinterpreting long-established principles of law and statutory provisions.

Longmores is able to provide specialist advice on all property transactions, including leases and tenancy agreements.



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Every business owner knows that it is vital to have security of tenure to protect the goodwill of the business and ensure continuity of production and service. Relocation is not only extremely disruptive, but also expensive. As a tenant, you need to know your rights and if you are taking a new lease or an assignment of an existing lease, we are able to provide you with an analysis of its provisions and guide you through the transaction.

A lease of business premises is a complex document. It may be forty or fifty pages long, but no matter how extensive it does not tell the full story of the parties' rights and obligations. In particular, statute may intervene in a way that changes what is set out in black and white in the lease. For example, the coming into force of the Landlord and Tenant (Covenants) Act 1995 has redefined the liabilities of tenants and the rights of landlords.

New Leases

Richard Taylor and Liz Gallop in the firm's Property and Company Commercial Department have between them many years experience of acting for both landlords and tenants.

They will be pleased to talk with you if you are letting your premises or you are a prospective tenant. They are able to provide the essential advice you need and take you through the procedures involved to ensure that you achieve your objectives, whether as a landlord or a tenant.

Renewal of a Lease

It can be particularly important to take early advice when a business lease is coming to an end. The termination or renewal of a business lease needs to be considered about 18 months before the term is due to expire. Tenants of business premises have certain protections in law but those rights can be lost unless vital steps are taken within strict time limits. As a landlord you may want to recover possession of the premises, and will need to know whether you can do so and at what cost. Liz Gallop and Richard Taylor will be pleased to advise you on the termination and renewal of a business lease.

Notices

If during the course of a lease, your landlord serves a notice on you, it will be important that you obtain early legal advice in order to protect your rights.