

Lease Advisory

Commercial lease terms, whilst contractual obligations, can be varied, by agreement, to meet both landlord's and tenant's commercial objectives.

What is Lease Advisory

The commercial lease in Scotland is the contract between Landlord and Tenant governing the rights and obligations, conferred on both parties, during the term of a tenant's occupation of a commercial property. Unlike other parts of the UK, there is little statutory framework relative to property law and therefore the lease terms are paramount. Leases are not capable of being unilaterally varied but landlord and tenant may agree to vary any of the lease terms mid term to suit their strategic or occupational requirements. Our expert team can analyse leases to provide advice as to whether any of the lease terms can be used to landlord's / tenant's advantage.

Critical Events

Most if not all leases have critical events, such as lease termination dates, break options and rent reviews. Depending on market conditions and the tenant's and landlord's respective

aspirations, it may be possible to extend leases, remove break options and settle rent reviews in advance of these dates to offer the landlord more tenure in return for a consideration to the tenant, whether it be a reduced rent or other incentive. All other lease terms can however be varied should there be a need and the willingness to offer a quid pro quo in return.

Portfolio Analysis

Where an occupier has a portfolio of commercial properties, it is essential that there is a strategic framework governing occupation of each of the properties so as to optimise occupational strategy. This may result in termination or break dates aligning or having a combination of core and flexible space. Where leases do not fit with occupational strategy it can be a hindrance to progress. It may be possible however to reach agreements with landlords to vary existing lease terms where both parties can benefit.

Our Services

Our dedicated experts would firstly meet with the client to understand their occupational requirements and then analyse the lease details to ascertain whether the existing terms can meet that criteria and if not, what strategic variations would be required to do so. It is likely that a negotiation and some form of financial consideration will be required to effect these variations and we can assist in ensuring that the amendments are agreed to optimal effect.



TO FIND OUT MORE

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