



**PROPOSAL FOR CONSIDERATION BY A LANDLORD  
FOR LEASE OF COMMERCIAL PREMISES  
(SUBJECT TO CONTRACT)  
(2011 EDITION)**

**This form is not a legal Document  
It is only intended to assist interested parties summarise their proposal  
Its use is not a requirement and please call if you require any assistance in  
completing the form**

**95 Main Street**

**Fulford**

**York**

**YO10 4PN**

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**Fax: 01904 679687**

**Email: [enquiries@blacksproperty.com](mailto:enquiries@blacksproperty.com)**

**SHOPS**

**OFFICES**

**INDUSTRIALS**

**DEVELOPMENT**

Following my/our inspection of the property, I/we apply to take a **new lease/an assignment of the existing lease** (*see basis of property availability and delete as appropriate*) at the following property.

\_\_\_\_\_ (Address of Property)

**1. Applicant**

\*This application relates to a **new start/existing** (*delete as appropriate*) business. In the case of an existing business state business name \_\_\_\_\_, when established \_\_\_\_\_

trading name \_\_\_\_\_ and current number of branches \_\_\_\_\_

In the case of a new business is a Business Plan which incorporates a Landlord's requirement for a rent deposit available? Yes/No.

**a) In the case of an application by individual/partnership/limited liability partnership.**

Name	_____	Name	_____
Address	_____	Address	_____
	_____		_____
	_____		_____

If there are more than 3 partners provide further details in section 8

**b) In the case of a limited liability company**

Company Name \_\_\_\_\_ Reg No \_\_\_\_\_

Corresp Address \_\_\_\_\_ Date of Incorporation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**c) Contact details** \_\_\_\_\_(home) \_\_\_\_\_(work) \_\_\_\_\_(mobile)

Accounts (copies will suffice) in respect of the last three financial years are attached hereto - **Yes/No- but can be provided at a later stage** (*delete as appropriate*). In the case of a new limited liability company are Director Guarantees available? (Yes/No) or a Rent Deposit? (Yes/No).

**2. Proposed Use of Property**

**a) Planning Permission** Applicants are advised to check with the Local Planning Authority that their proposed use of the property is permitted under Town and Country Planning Legislation. In some cases a change of use may be needed. Is this the case? **Yes/No**

**b) Proposed/Existing Lease User Clause** Many leases restrict the use of the property and an application to the Landlord for change of use may be needed. Please describe as comprehensively as possible your proposed use of the premises.

\_\_\_\_\_  
\_\_\_\_\_

**3. Previous Experience**

Give details of when trading commenced and how the business has developed since its commencement. In the case of a new venture, state whether a business plan is available. Many property owners when letting to a new business will require a rental bond (e.g. equating to 6 month's rent) in addition to the usual rent payments. The rental bond will normally be held for the period of the lease.

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**4. Offer - Complete either a) or b)**

**a) In the case of a property available by LEASE ASSIGNMENT (delete if not applicable)**

I/We agree to take an assignment of the existing lease and have considered the terms and conditions relating thereto.

Premium Offer (if applicable) £\_\_\_\_\_ subject to contract/We do not wish to make a premium offer (please delete as necessary).

Subject to Landlord's consent to the assignment.     )

Subject to Landlord's consent to a change of use.     ) **delete**

Subject to Planning consent for a change of use.     ) **as**

Subject to contract.   ) **appropriate**

**5. In the case of a property offered on a NEW LEASE (delete if not applicable)**

Rent Offer £\_\_\_\_\_ pa (excl)    Length of Lease \_\_\_\_ years with \_\_\_\_\_ yearly reviews (if appropriate), (rent is normally paid quarterly in advance.)

Remember most commercial lease place the liability for repairs, decoration, insurance etc on the Tenant, either directly or through an apportioned service charge. In the case of a new business trading as a limited liability company a Landlord may seek Director guarantees or rental bond. A rent bond may be needed to be held for the period of the lease. Rent Bond proposed \_\_\_\_\_

**We agree/do not agree to be responsible for a contribution (see property particulars) of £\_\_\_\_\_ plus VAT toward the Landlord's legal fees.**

**6. References (Only taken in the event of a proposal being successful)**

A Landlord will need to be provided with references in respect of a proposed new lease or an assignment of an existing lease. References normally take the form of:-

**Accountant's** Copy trading accounts for the last three financial years will be needed. The circulation

**Reference:** of information of this type is obviously restricted. Landlords often need to see a comment from an Accountant with knowledge of the existing or proposed operation.

My/our Accountant is:-

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**Existing Landlords:** An approach will normally be made to two (if possible) existing Landlords from whom other premises are rented. The names and addresses of two Landlords (and the address of the property concerned) to whom an approach can be made should be given.

Two of my/our existing Landlords are:-

Name	_____	Name	_____
Address	_____	Address	_____
	_____		_____
	_____		_____
Property	_____	Property	_____

**Trade Suppliers:** Comments are sought from two (if possible) trade suppliers having experience of business dealings with the applicant.

Two of my/our trade suppliers are:-

_____	_____
_____	_____
_____	_____
_____	_____

**Bank Reference:** You are requested to authorise a Bank reference by completing the attached (see section 8) pro forma and submitting it to your Bank with the appropriate fee\*. The Bank will normally respond directly to us (\*A fee, normally under £10, may be charged by your Bank, please check with your Bank).

**I/we have/have not completed this and submitted it to my/our Bank**

## 7. Legal Advice

You are recommended to seek legal advice before entering into a lease. If your application is successful a draft contract will be issued to your Solicitor in due course. We shall not contact your Solicitor unless you authorise us to do so. It would be helpful if we have this information at this stage. Please give details of your Solicitor:-

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Postcode: \_\_\_\_\_

If a Solicitor has not been appointed and you would like to discuss the appointment of a commercial property Lawyer, let us know.

## 8. BANK ENQUIRY CONSENT FORM

ENQUIRY TO:                      The Manager \_\_\_\_\_ Bank Plc

\_\_\_\_\_  
\_\_\_\_\_

FROM THE BANK'S CUSTOMER BUT TO BE RETURNED TO:

BLACKS COMMERCIAL PROPERTY CONSULTANTS  
95 MAIN STREET  
FULFORD  
YORK YO10 4PN  
Tel: 01904 679733  
Fax: 01904 679687

ENQUIRY:    We request your opinion as to the means and standing of:

Account Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Account Number: \_\_\_\_\_

And its/his/her/their trustworthiness in the way of business to the  
extent of £\_\_\_\_\_ (state annual rent) per annum plus VAT, paid quarterly in  
advance.

### FORM OF CONSENT:

I/We \_\_\_\_\_ hereby consent to you,

\_\_\_\_\_ Bank Plc, providing a reference on me/us directly to Blacks Property  
Consultants Ltd., at the address given above.

A cheque for £ \_\_\_\_\_ incl. VAT is attached hereto.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Any further information:**