

TOP 10

SA Law's specialist property team has joined forces with chartered surveyors McWhirter Locke Associates to bring you the best tips for making the most of the commercial relationship with your landlord

1 MAP OUT YOUR LEASE.

Set timely reminders of key lease dates such as rent reviews, lease breaks and termination. This gives you adequate time to make the most of your options. [Click here](#) for your own downloadable spreadsheet. All you have to do is add in the details of your properties. Disciplined record keeping helps avoid unexpected surprises and disputes.

3 PLAN AHEAD FOR ANY BREAK CLAUSES

This will help you to minimise costs and risks to your business. The terms of the break clause are very important and often time critical. There may be pre conditions that you will need to comply with for the break to be effective.

5 DON'T FORGET YOUR BUSINESS RATES!

Business rates are charged on non-domestic properties such as offices, shops and warehouses. You must pay business rates to the local authority but you can challenge the rateable value of the premises on a number of grounds if you think they are too high.

7 FACING A HIGH DILAPIDATIONS CLAIM?

Bear in mind that these are often incorrect and can be challenged. It's best to get the advice of a specialist property solicitor, as there are specific areas of law that help to reduce and even dismiss these claims.

9 WANT TO MAKE ALTERATIONS?

Check if you need the landlord's permission, or you could find yourself with a large bill for returning the premises to its original specification.

2 UNHAPPY WITH A LANDLORD'S RENT REVIEW?

You have the legal right to challenge it. Landlords tend to stipulate an excessive increase at rent review. You should negotiate according to current market conditions and lease terms. A rent review surveyor will know how to minimise the increase.

4 NEGOTIATING A NEW LEASE?

Start as early as possible to get the best advantage and know what other comparable premises are on the market. It is important to understand the basic lease terms before entering into negotiations to take a new lease.

6 CONSIDERING A MULTI-LET BUILDING?

You will be charged a proportion of the maintenance cost, so organise a building survey to determine if any expensive repair projects are likely.

8 WANT TO SUBLET PART OR ALL OF YOUR PREMISES?

Subletting helps accommodation flexibility for your business and can be extremely cost effective. Check your lease because this may not be allowed, or may require your Landlords consent.

10 AVOID BACK DATED REPAIRS.

If your lease says you must 'repair', you will be liable for disrepair that existed before. To avoid this, agree with the landlord at the outset the condition of the premises (schedule of condition).