

DATED THE ____ DAY OF _____ 20__

Long Term Leasing Pursuant to
Housing Acts 1966 – 2015

LONG TERM LEASING OF PRIVATELY OWNED PROPERTY

AGREEMENT FOR LEASE

NAME OF LESSOR: _____

NAME OF LESSEE: _____

UNIT: _____

This is a template legal agreement. Any changes to the terms of the agreement should be marked up by the local authority and approval sought from the Department of Housing, Planning and Local Government.

Independent legal advice should be sought before entering this agreement.

THIS AGREEMENT FOR LEASE made the _____ day of _____ 201

BETWEEN

1. _____ having its registered office at _____ which expression shall where the context so admits or requires include its successors and assigns (the "**Lessor**")

AND

2. _____ having its registered office at _____ which expression shall where the context so requires, include any statutory successors AND assigns (the "**Lessee**")

BACKGROUND

1. The Lessor wishes to enter into a long-term leasing agreement to provide residential properties for social housing use.
2. To this end, the Lessor intends to [acquire, construct and/or refurbish] the Property with the intention of granting a lease of the Unit(s) in the form of the Lease to the Lessee subject to the terms of this Agreement.

WITNESSETH as follows:

1 DEFINITIONS

In this Agreement, any capitalised terms which are not otherwise defined in this Agreement shall have the same meaning as in the Lease unless the context otherwise requires:

- 1.1 "Act" means every Act of Parliament or of the Oireachtas that is relevant to the Property or its use or anything or any person on or about the Property at any time including unless a contrary intention is stated (without limitation) every Act of Parliament or of the Oireachtas whether named in this Lease or not or whether in force today or not and any subsequent statutory re-enactment amendment or modification of any Act of Parliament or of the Oireachtas and any other order regulation directive bye-law rule made or granted under any Act of Parliament or of the Oireachtas or by any public or local authority (acting in its official capacity) or by any Court of competent jurisdiction

- 1.2 "Building Control Act" means the Building Control Acts 1990 to 2014;
- 1.3 "Building Control Regulations" means the Building Regulations 1997 to 2013 the Building Control Regulations 1997 to 2015, the Building Control (Amendment) Regulations 2014 and any Code of Practice for Inspecting and Certifying Buildings and Works published from time to time in exercise of the powers conferred by the Building Control Act;
- 1.4 "Certificate of Compliance on Completion" means a certificate of compliance on completion in the form required pursuant to the Building Control Regulations;
- 1.5 "Certificate of Practical Completion" means a certificate issued by the Lessor's Architect certifying that the Lessor's Works have reached Practical Completion in accordance with the provisions of this Agreement;
- 1.6 "Completion Date" means the date the Lease is granted pursuant to clause 8.1.2.
- 1.7 "Condition" means the Lessor acquiring good and marketable title (within the meaning of that term in current Law Society Guidelines) to the Property to the satisfaction of the Lessee (acting reasonably) and in accordance with the provisions of this Agreement.
- 1.8 "Date of Practical Completion" means the date specified as such in the Certificate of Practical Completion or which is determined to be the Date of Practical Completion in accordance with the applicable provisions in clause 5;
- 1.9 "Deed of Assurance" means the deed of assurance which grants, conveys, assigns and/or transfers good and marketable title to the Property to the Lessor;
- 1.10 "Force Majeure" means:
- (i) war, civil commotion arising in or affecting Ireland;
 - (ii) any official or unofficial strike, lock-out, labour dispute generally affecting the construction industry or a significant sector thereof;
 - (iii) damage by fire or other risks that the Lessor is obliged to insure pursuant to the Lease; or
 - (iv) exceptionally adverse weather conditions which directly causes the Lessor to be unable to comply with all or a material part of its obligations under this Agreement;
- 1.11 "Fit Out Works" means the works required to complete and furnish the Property with contents as per the Specification and in compliance with all Statutory Requirements and

the Housing (Standards for Rented Houses) Regulations 2017 making the Property ready and fit for occupation for the Permitted Use.

- 1.12 "Housing Agency" means the Housing Agency having its principal office at 53 Mount Street Upper, Dublin 2
- 1.13 "Independent Architect" means such independent architect as may be appointed (in default of agreement by the Lessor and the Lessee) by the President for the time being of the Royal Institute of Architects in Ireland on the application of either the Lessor or the Lessee;
- 1.14 "Independent Solicitor" means a suitably qualified, competent and experienced solicitor of no less than 10 years standing with experience in conveyancing as may be agreed between the Lessor and the Lessee or in default of agreement within five (5) Working Days as may be nominated by the President for the time being of the Law Society of Ireland on the application of either the Lessor or the Lessee.
- 1.15 "Lease" means the lease of the Unit to be granted to the Lessee pursuant to the terms of this Agreement in the agreed form contained in Schedule 2;
- 1.16 "Lessee" means the party named as Lessee at the commencement of this Agreement and includes the person entitled for the time being to the Lessee's interest in this Agreement;
- 1.17 "Lessee's Solicitors" means **[Insert Details]** or such alternative solicitor or firm of solicitors as the Lessee may from time to time nominate for the purposes of this Agreement;
- 1.18 "Lessee's Surveyor" means **[Insert details]** or such alternative surveyor as the Lessee may from time to time nominate for the purposes of this Agreement;
- 1.19 "Lessor" means the party named as Lessor at the commencement of this Agreement and includes the party permitted for the time being to hold the Lessor's interest in this Agreement;
- 1.20 "Lessor's Solicitor" means **[Insert Details]** or such alternative solicitor or firm of solicitors as the Lessee may from time to time nominate for the purposes of this Agreement;
- 1.21 "Lessor's Works" means the works and services to be carried out and completed by the Lessor in accordance with the provisions of this Agreement and as described in Schedule 4 to include the Fit Out Works;

- 1.22 "Local Authority" means the relevant local authority in which the Property is located and/or any other competent authority;
- 1.23 "Long Stop Date" means the date that is ____ Months from the date of this Agreement or such other date as the Lessor and the Lessee may jointly agree in writing.
- 1.24 "Main Contractor" means such building contractor or contractors as may from time to time be nominated in writing by the Lessor for the carrying out of the Lessor's Works;
- 1.25 "Month" means a calendar month;
- 1.26 "Minor or Trivial Defects" shall mean:
- (i) hair cracks in plaster work;
 - (ii) defects or damage in paintwork or decoration;
 - (iii) normal shrinkage or expansion of timber;
 - (iv) defects in plaster work or damage occurring in the work by reason of the operation of any central heating system; and/or
 - (v) any other minor defects which by their nature do not prevent the functional occupation of the Unit.
- 1.27 "MUDs Act" means the Multi-Unit Development Act, 2011 and any subsequent statutory re-enactment amendment or modification;
- 1.28 "MUDs Act Compliant" means in respect of the Unit and / or the Property comprised within a Multi-Unit Development that the documents listed in Schedule 3 have either (i) been furnished to the Lessee's Solicitor or (ii) where the Lessee has accepted in writing that same will not be available until after the Completion Date, the Lessor has agreed in writing to provide the relevant documents within a period to be agreed after the Completion Date.
- 1.29 "Multi-Unit Development" has the same meaning as that term is defined in the MUDs Act;
- 1.30 "OMC" means if applicable an owners' management company for any Multi-Unit Development relevant to the Property;
- 1.31 "Permitted Use" means use solely for residential purposes;
- 1.32 "Property" means the lands and premises described in Part 1 of Schedule 1 to this Agreement, of which the Unit forms part;

- 1.33 "Planning Acts" means the Planning and Development Acts, 2000 to 2017 and the Building Control Act;
- 1.34 "Practical Completion" means the Lessor's Works (including the Fit Out Works) have been carried out and completed to such a state that the Unit(s) can be taken over by the Lessee for the Permitted Use;
- 1.35 "Requisite Consents" means any requisite planning permission(s), fire safety certificate(s), disability access certificate(s) and any regulations or other requirements under the Planning Acts, Building Control Act and all other consents, approvals or licences of and from all competent authorities and any fire officer or pursuant to any relevant law required for or in connection with the Lessor's Works or lawfully to enable the Lessor's Works to be commenced, carried out and completed;
- 1.36 "Safety Regulations" means the Health, Safety and Welfare at Work Acts 2005 and 2010 as amended and any other regulation, instrument, direction, scheme or permission made under it or deriving validity from it including without limitation the Safety, Health and Welfare at Work (Construction) Regulations 2001-2008 and the Safety, Health and Welfare at Work (General Application) Regulations 2007;
- 1.37 "Specification" means the plans and specification(s) for the Lessor's Works (including the Fit Out Works) attached at or referred to in Schedule 5;
- 1.38 "Schedule of Condition" means a schedule of condition of the Property to be inserted in the Second Schedule to the Lease;
- 1.39 "Statutory Requirements" means all necessary permission, consents, approvals, licences and permits including all requirements under the Planning Acts, Building Control Act and Regulations made thereunder, Fire Safety Certificates, Disability Access Certificates, Local Authority requirements, requirements under the Residential Tenancy Acts necessary for the use and enjoyment of the Unit.
- 1.40 "Target Date" means the date that is **[Insert Date]** Months from the date of this Agreement or such other date as the Lessor and the Lessee may jointly agree in writing.
- 1.41 "Term Commencement Date" means the Completion Date;
- 1.42 "Unit" means the premises (singular or plural) described in the Part 2 of the Schedule 1 to this Agreement, forming part of the Property;
- 1.43 "Working Day" means any day other than a Saturday or Sunday or any Bank or Public Holiday or any of the seven days immediately succeeding Christmas Day

2 INTERPRETATION

- 2.1 Where two or more persons are included in the expression "the Lessor" or "the Lessee" such expression shall include all or either or any of such persons and the covenants which are expressed to be made by the Lessor or the Lessee shall be deemed to be made by or with such persons jointly and severally.
- 2.2 Unless the context otherwise requires:
- 2.2.1 words importing a person include any unincorporated association or corporate body and vice versa;
- 2.2.2 any reference to the masculine gender includes reference to the feminine gender and any reference to the neuter gender includes the masculine and feminine genders;
- 2.2.3 any reference to the singular includes reference to the plural.
- 2.3 Any covenant by the Lessee not to do any act or thing includes an obligation not to permit such act or thing to be done in respect of the Unit.
- 2.4 Any consent or approval of the Lessee required under this Agreement shall be required to be obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing.
- 2.5 Any reference to a statute (whether specifically named or not) or to any sections or subsections therein includes any amendments or re-enactments thereof for the time being in force and all statutory instruments, orders, notices, regulations, directions, bye-laws, certificates, permissions and plans for the time being made, issued or given thereunder or deriving validity therefrom.
- 2.6 Headings are inserted for convenience only and do not effect the construction or interpretation of this Agreement.
- 2.7 Any reference to a clause, sub-clause or schedule means a clause, sub-clause, appendix or schedule of this Agreement.
- 2.8 If any term or provision in this Agreement is held to be illegal or unenforceable in whole or in part, such term shall be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement is not affected.

- 2.9 Any reference to any Society, Institute or other professional body shall include any other body established from time to time in succession to or in substitution for or carrying out the function formally carried out by that Society, Institute or other professional body.

3 AGREEMENT TO GRANT OF LEASE

Subject to satisfaction of the Condition and to the terms of this Agreement, the Lessor agrees to grant to the Lessee and the Lessee agrees to take the Lease in accordance with the provisions of this Agreement on the Completion Date.

4 CONDITION

- 4.1 The obligations of the Lessee to take the Lease and of the Lessor to grant the Lease under or by virtue of this Agreement are subject to and conditional on the Condition being wholly fulfilled on or before the Long Stop Date.
- 4.2 The Lessor covenants to use all reasonable endeavours to ensure that the Condition is wholly fulfilled on or before the Target Date at its own cost and expense.
- 4.3 The Lessor shall pursue and progress the acquisition of the Property to satisfy the Condition diligently and professionally and shall at its own expense use reasonable endeavours to obtain the Deed of Assurance as soon as reasonably possible from the date of this Agreement. The Lessor shall keep the Lessee fully advised of all progress and any likely issues in relation to the acquisition of the Property upon request.
- 4.4 The Lessor shall furnish the Lessee with copies of the title documentation to the Property together with:
- 4.4.1 a draft of the Deed of Assurance,
 - 4.4.2 all necessary proofs that the title to the Property is good and marketable within the meaning of that term in current Law Society Guidelines
 - 4.4.3 full responses to the agreed form of lease enquiries as set out in Schedule 6 with related enclosures;
 - 4.4.4 such other documentation that the Lessee or the Lessee's Solicitor reasonably requests;

prior to the Lessor's acquisition of the Property, for the Lessee to determine whether title to the Property is in the opinion of the Lessee good and marketable title within the meaning of that term in current Law Society Guidelines (together the "**Title Documents**").

- 4.5 The Lessee shall notify the Lessor in writing within twenty (20) Working Days of receipt by the Lessee from the Lessor of all the Title Documents whether or not title to the Property is good and marketable (acting reasonably). If title to the Property is not good and marketable to the Lessee based on the Title Documents provided to the Lessee, the Lessee shall also furnish details to the Lessor of the reasons for its decision and the provisions of clause 4.6 and 4.8 shall apply.
- 4.6 If a dispute or difference arises between the Lessor and the Lessee in relation to whether the Title Documents provided to the Lessee constitutes good and marketable title to the Property, either party may refer the determination of such a dispute to the Independent Solicitor for determination as an expert who shall give a decision within five (5) Working Days of the matter in issue being referred to the Independent Solicitor. The cost of the Independent Solicitor shall be a matter for the Lessor entirely. All parties shall facilitate the relevant Independent Solicitor having such access as the Independent Solicitor may reasonably require to all information to assist the expert.
- 4.7 If no notice is given by the Lessee that the title to the Property is not good and marketable to the Lessee based on Title Documents provided to the Lessee within the period specified in clause 4.5 then title to the Property shall be deemed to be satisfactory to the Lessee and the Condition shall be deemed to be satisfied.
- 4.8 If notice is given by the Lessee to the Lessor that title to the Property is not good and marketable title in accordance with clause 4.5 then the Condition will not be satisfied and, subject to the provisions of clause 4.6, clause 4.10 will apply.
- 4.9 The Condition shall be fulfilled on the date the Lessee has agreed or is deemed (pursuant to the clause 4.7 of this Agreement) to have agreed that title to the Property based on the Title Documentation provided to the Lessee is good and marketable title or the next Working Day after the Independent Solicitor has confirmed that title to the Property based on the Title Documents provided to the Lessee constitutes good and marketable title to the Property .
- 4.10 If the Condition has not been satisfied by the Long Stop Date or if the Lessee notifies the Lessor in accordance with clause 4.8 that title to the Property is not good and marketable title then the Condition shall be deemed for the purposes of this Agreement not to have been satisfied and the obligations of the Lessor and the Lessee under this Agreement in relation to inter alia the Unit shall determine and cease to have effect and this Agreement shall automatically terminate and be at an end.

5 LESSOR'S WORKS

- 5.1 Subject to satisfaction of the Condition, the Lessor covenants with the Lessee to carry out and complete the Lessor's Works (including the Fit Out Works) to the Property by the Target Date.
- 5.2 The Lessor shall procure that the Practical Completion has been achieved as soon as reasonably practicable and prior to the Target Date:
- 5.2.1 in a good and workmanlike manner and in accordance with good building practice;
 - 5.2.2 with good and suitable materials;
 - 5.2.3 in accordance with the Specification, all Acts, the Requisite Consents and the Statutory Requirements.
- 5.3 At the Date of Practical Completion, the Lessor will leave the Property in full repair and in good and clean condition cleared of all unused building materials, plant and equipment used or in connection with any works carried out at the Property.
- 5.4 If any of the materials specified in the Specification that are required to achieve Practical Completion are not obtainable within a reasonable time or at a reasonable cost the Lessor may substitute such other materials as are of equivalent or superior standard and which are so obtainable.
- 5.5 The Lessor shall have the right to make all such minor variations and/or additions to the Lessor's Works and/or the Specification as may be necessary to implement and/or comply with any Requisite Consents or any requirement of the Local Authority or where reasonably required by the Landlord PROVIDED THAT such variation and/or additions shall neither materially affect the location or the extent of the Premises nor materially prejudice the access to or the egress from the Premises for the permitted use specified in the Lease.
- 5.6 Works at the Property
- 5.6.1 the Lessor will at its own cost apply for and use all reasonable endeavours to obtain all Requisite Consents from time to time as may be appropriate before and throughout the course of any work on the Property; and
 - 5.6.2 if a Statutory Requirement is refused the Lessor will appeal against the refusal or take such action as may be reasonable and appropriate in order to achieve Practical Completion of the Lessor's Works.

- 5.7 There shall not be used on or in connection with the Property any materials or substances for the time being not approved or not recommended by the current Irish Standards and Codes of Practice (so far as they may be applicable to the Property) as being of deleterious unsatisfactory or unsuitable quality.
- 5.8 The Lessor will keep the Lessee informed of:
- 5.8.1 the progress of the Lessor's Works;
 - 5.8.2 any material issues or delays affecting the Lessor's Works on the Property; and
 - 5.8.3 any required minor variations and /or additions under Clause 5.5.
- 5.9 The Lessee and his professional advisers may by arrangement with the Main Contractor enter the Property in order to inspect and view the state and progress of the Lessor's Works and the materials used but in doing so the Lessee and his professional advisers:
- 5.9.1 will use reasonable endeavours not to impede or obstruct the progress of the Lessor's Works; and
 - 5.9.2 will not issue any instructions to the Main Contractor or any workman employed on the Property but will address any requirement comment or complaint only to the Lessor.

6 JOINT INSPECTION

- 6.1 The Lessor shall procure that the Unit is fitted-out and furnished to a standard acceptable to comply with the Housing (Standards for Rented Houses) Regulations 2017 (as amended or replaced) by carrying out the Fit Out Works as soon as reasonably practicable prior to the Target Date, pursuant to the provision of this Agreement in compliance with all Statutory Requirements and in accordance with the Specification.
- 6.2 Prior to any issue of a Certificate of Practical Completion, the Lessee's Surveyor and the Lessor's Surveyor shall carry out a joint inspection of the Unit within five (5) Working Days of receipt by the Lessee of notice that the Unit is available and ready for inspection.
- 6.3 The Lessee's Surveyor and the Lessor's Surveyor shall use their respective best endeavours to agree a list of any defects (other than Minor or Trivial Defects) to be carried out to the Unit within five (5) Working Days of the joint inspection to achieve Practical Completion.
- 6.4 The Lessor shall remedy any defects identified in the list to be agreed pursuant to clause 6.3 as soon as practicable and following remedy of such defects the Lessor's Surveyor

10 shall notify the Lessee accordingly and give the Lessee's Surveyor an opportunity within a further ten (10) Working Days to carry out a final joint inspection during which the Lessor's Surveyor and the Lessee's Surveyor shall either agree that the defects identified in the list have been remedied (which agreement shall be binding on the parties hereto) or agree what defects on the list remain to be remedied. If defects remain to be remedied the Lessor shall remedy these remaining defects as soon as practicable and on same being remedied the Lessor's Surveyor shall issue a certificate to the Lessee's Surveyor certifying that all listed defects have been remedied.

6.5 The Lessee's Surveyor shall be given a further five (5) Working Days to inspect following issue of the Lessor's Surveyor's certificate and if the Lessee disputes the validity of such certificate based on the defects not being properly remedied within ten (10) Working Days of receipt of the certificate by the Lessee's Surveyor then the matter shall be referred to the Independent Architect for determination. The decision of the Independent Architect shall be final and binding on the parties acting reasonably. The cost of the Independent Architect shall be a matter for the Lessor entirely.

6.6 Following Practical Completion of the Lessor's Works (and the Fit Out Works) to the satisfaction of the Lessee (acting reasonably), the Lessor shall procure the issue of the Certificate of Practical Completion.

6.7 The Date of Practical Completion shall therefore be deemed to be the date:-

6.7.1 the Lessor's Surveyor and the Lessee's Surveyor have agreed that the defects identified in the list prepared pursuant to clause 6.3 have been remedied; or

6.7.2 the Lessor's Surveyor's certificate has not been disputed within the period specified in clause 6.5; or

6.7.3 the Housing Agency has determined that the Lessor's Surveyor's certificate is valid based on the defects being properly remedied

then the Unit shall be deemed for the purposes of this Agreement to have achieved Practical Completion.

6.8 The Lessor's Surveyor and the Lessee's Surveyor shall use their respective best endeavours to agree the Schedule of Condition within five (5) Working Days of the final joint inspection to be prepared by the Lessor at the Lessor's cost.

6.9 Where Minor or Trivial Defects remain on the Date of Practical Completion this shall not delay the Certificate of Compliance on Completion but the Lessor shall, on receipt of a

written request from the Lessee to do so, remedy same and any defects arising Within twelve (12) months of the Completion Date.¹

- 6.10 Without prejudice to the foregoing provisions of clause 6, it is hereby acknowledged by the Lessor that the Lessee's Surveyor is engaged to carry out inspections on behalf of the Lessee only and neither the Lessee's Surveyor nor the Lessee shall have any liability to the Lessor arising therefrom.

7 LESSEE'S COVENANTS

The Lessee shall on the Completion Date accept the Lease from the Lessor.

8 COMPLETION

8.1 Grant of the Lease

8.1.1 The Lease and a counterpart of it shall be duly executed by the Lessee on the execution of this Agreement and shall be held in escrow by the Lessor's Solicitors pending execution by the Lessor and delivery from escrow in accordance with this Agreement.

8.1.2 The Lessor shall within five (5) Working Days after the Date of Practical

8.1.3 Completion grant the Lease to the Lessee in accordance with the terms and conditions of this Agreement, which shall be the "Completion Date" for the purposes of this Agreement.

8.1.4 Unless the Lessor decides otherwise, the grant of the Lease shall be completed at the office of the Lessor's Solicitors and the documents to be delivered pursuant to clause 8.4 of this Agreement shall be delivered at the same time.

8.2 Rent Free Period

8.2.1 The Lessor will use its reasonable endeavours to procure the Completion Date by the Target Date provided however that if the achieving of the Practical Completion by the Target Date is disrupted or delayed due to one or more acts of Force Majeure, then the Target Date shall be extended by a reasonable period acceptable to the Lessee equivalent to that during which the Lessor's Works or any of them are so disrupted or delayed due to one or more acts of Force Majeure.

¹ To be six months in circumstances where the units are acquired on the second-hand market.

8.2.2 Any dispute arising between the parties in relation to any extension of the Target Date under clause 8.2.1 shall be referred to the Independent Architect for determination as an expert and the determination of the Independent Architect on such matters in dispute shall be final and binding on the parties to this Agreement (save in the case of manifest error or fraud). The Independent Architect shall give a decision within ten (10) Working Days of the matter in issue being referred to the Independent Architect. The Lessor and the Lessee shall facilitate the relevant Independent Architect having such access to all information as the Independent Architect may reasonably require to make his determination. The cost of the Independent Architect shall be a matter for the Lessor entirely.

8.2.3 Subject to clauses 8.2.1 and 8.2.2, if the Completion Date is not achieved on or before the Target Date, then the Lessee shall, as and from the Term Commencement Date, automatically be granted a rent-free period for the purposes of the Rent firstly reserved under the Lease, such rent-free period shall be calculated based on the aggregate number of days by which the Completion Date exceeds the Target Date TO THE INTENT that the Lessee shall be entitled to a rent-free period equating to one day's Rent for each day that the Completion Date exceeds the Target Date.

8.3 Details to be inserted

Prior to the delivery of the original Lease by the Lessor to the Lessee the Lessor shall and is hereby authorised to insert dates consistent with this Agreement into the original and the counterpart of the Lease in each case first approved in writing by the Lessee or the Lessee's Solicitor and insert colour copies of the Schedule of Condition in the Second Schedule to the Lease.

8.4 Delivery of Documents

On the Completion Date the Lessor or the Lessor's solicitor shall deliver to the Lessee's Solicitor the following:

8.4.1 the original of the Lease executed by the Lessor (to include map and the Deed of Assurance);

8.4.2 certified copy of the Lessor's prima facie title to the Property consistent with the Title Documents approved by the Lessee and/or the Independent Solicitor pursuant to clause 3 of this Agreement together with the relevant stamp certificate(s);

- 8.4.3 certifies copies of all planning documentation in relation to the Property to include without limitation all applicable planning permission, opinion(s) on compliance with planning permission, opinion(s) on compliance with building regulations, fire safety certificate(s), disability access certificate(s);
- 8.4.4 all documentation in accordance with replies given to pre-lease enquiries made by the Lessee's solicitors, to include a family law declaration, section 72 declaration and a company secretary certificate;
- 8.4.5 an opinion on compliance with planning permission or exemption as the case may be in the usual RIAI or IEI form from a duly qualified architect or engineer in respect of the Lessor's Works;
- 8.4.6 an opinion on compliance from a duly qualified architect or engineer in the usual RIAI or IEI form that the Lessor's Works are in substantial compliance with the Building Control Regulations or, if applicable, evidence that a Certificate of Compliance on Completion has been validated and registered by the Building Control Authority for the Lessor's Works;
- 8.4.7 BER Certificate and Advisory Report;
- 8.4.8 evidence that any conditions of a financial or security nature imposed in the Requisite Consents relating to the Lessor's Works have been complied with or are deemed complied with in respect of the Premises;
- 8.4.9 if applicable, evidence that the Property is MUDs Act Compliant;
- 8.4.10 if applicable, evidence of satisfaction in full of any obligations pursuant to Part V of the Planning and Development Act 2000; and
- 8.4.11 any other completion deliverable reasonably requested by the Lessee in accordance with good leasing practice.
- 8.5 The Lessee shall be entitled to take possession and commence occupation of the Unit subject to the provisions of this Agreement on the Completion Date.

9 ALIENATION

The Lessor hereby covenants with the Lessee not to assign, transfer or assure the Lessor's interest in this Agreement without the prior consent in writing of the Lessee.

10 TERMINATION

- 10.1 If at any time prior to the date of satisfaction of the Condition or prior to the Date of Practical Completion Date it becomes clear that the acquisition, construction or refurbishment of the Property by the Lessor in accordance with the provisions of this Agreement cannot proceed due to events, circumstances or causes beyond its reasonable control and satisfactory evidence has been furnished to the Lessee, then the Lessee may (at its discretion) at any time thereafter on service of notice in writing on the Lessor terminate this Agreement with immediate effect. On such termination this Agreement shall be at an end and neither party shall have any claim for costs, compensation or otherwise against the other arising in relation to this Agreement or the Property.
- 10.2 Notwithstanding any provision of this Agreement, if the Completion Date has not occurred by the Long Stop Date, then the Lessee may at any time thereafter on service of written notice on the Lessor terminate this Agreement with immediate effect. On such termination this Agreement shall be at an end and neither party shall have any claim for costs, compensation or otherwise against the other arising in relation to this Agreement or the Property.

11 NOT A DEMISE

This Agreement is not intended nor shall it operate or be deemed to operate either at law or in equity as a demise of the Property notwithstanding that the Lessor could deliver or that either the Lessor or the Lessee or either of them could specifically enforce the delivery of the Lease nor shall the Lessee have or be entitled to any estate, right or interest in the Property or any part thereof or in any materials in or upon the same or any part thereof nor shall the relationship of landlord and tenant exist or arise or be deemed to exist or arise between the Lessor and the Lessee.

12 NOTICES

12.1 All notices requests demands approvals consents and other communications hereunder shall be in writing and shall be duly and validly given if delivered by hand or sent by prepaid ordinary post to the party at its address set forth above or at any other address such party may specify from time to time by written notice to the other party and shall be deemed to have been received in the case of delivery by hand at the time of delivery and in the case of posting on the second Working Day after the day of posting and in the case of notice sent by email on the first Working Day after the time of transmission.

12.2 The address of the Lessor for the service of any notices, requests or other communications is:

Address: _____

Attention: _____

Nominated email address: _____

12.3 The address of the Lessee for the service of any notices, requests or other communications is:

Address: _____

Attention: _____

Nominated email address: _____

13 NO MERGER

Notwithstanding the grant of the Lease, the terms and conditions of this Agreement shall remain in full force and effect and shall not be deemed to have merged or be discharged insofar as they remain to be observed and performed.

14 LEGAL COSTS

Both the Lessor and the Lessee shall be responsible for their own fees, expenses and costs in relation to and incidental to the preparation, negotiation and completion of this Agreement and the grant of the Lease.

15 APPLICABLE LAW

This Agreement shall in all respects be governed by and interpreted in accordance with the laws of Ireland.

16 DISPUTES

Other than in respect of matters set out in clause 4.6 and 8.2.2 of this Agreement, all differences and disputes between the Lessor and the Lessee as to the construction of this Agreement or as to any matter or thing arising hereunder shall be submitted to arbitration by a sole arbitrator to be appointed, in the absence of agreement between the parties, on the application of either of them to the President (or other Officer endowed with the functions of such President) for the time being of the Society of Chartered Surveyors in Ireland or in the event of the President or any other Officer as aforesaid being unable or unwilling to make the appointment by the next senior Officer of that Society who is so able and willing to make the appointment and such arbitration shall be governed by the Arbitration Act 2010 (as amended).

17 STATUTORY CERTIFICATES

It is hereby certified that for the purposes of Section 238 of the Companies Act 2014 the Lessor and the Lessee are not connected parties.

IN WITNESS whereof the parties hereto have executed this Agreement in the manner following and on the day and year first above **WRITTEN**.

SCHEDULE 1

Part 1

(the Property)

Part 2

(the Unit)

TEMPLATE

SCHEDULE 2

(Form of Lease)

[To be inserted on exchange of signed contracts]

TEMPLATE

SCHEDULE 3

MUDs Act Compliance Documentation (if applicable)

1. Written confirmation of the name, company number and registered office details of the OMC incorporated for the Development;
2. A Companies Registration Office (“CRO”) print-out or Law Searches CRO searches confirming that the OMC’s registration status is “normal” as of the Completion Date;
3. A certified copy of the Memorandum and Articles of Association of the OMC confirming compliance, where relevant, with Section 14 of the MUDs Act;
4. A certified copy of the contract between the Lessor/owner and the OMC confirming the obligations of the parties regarding the common areas within the Development;
5. A certified copy of the Deed of Assurance to the OMC of the relevant parts (insofar as the Property is concerned) of the common areas of the Development and, where relevant, the reversion in the Property.
6. A certified copy of a suitably qualified engineer’s or architect’s certificate or opinion confirming that the relevant parts (insofar as the Property is concerned) of the common areas have been constructed in substantial compliance with any relevant fire safety certificate. A certified copy of a certificate or opinion including such relevant parts and other parts of the Development shall satisfy this requirement also;
7. Where the development stage of the Development has completed a certified copy Statutory Declaration vesting in the OMC any beneficial interest in the relevant parts (insofar as the Property is concerned) of the common areas retained by the owner/Lessor;
8. A copy of the most recent annual return of the OMC in substantial compliance with sections 17 and 19 of the MUDs Act;
9. A copy of an up to date service charge budget containing relevant categories and details in substantial compliance with section 18 of the MUDs Act;
10. A copy of an up to date account statement or audited accounts for the OMC confirming establishment of a sinking fund in accordance with Section 19 of the MUDs Act;
11. A copy of the house rules for the OMC in accordance with Section 23 of the MUDs Act.

SCHEDULE 4

(Lessor's Works)

TEMPLATE

SCHEDULE 5

(Specification)

TEMPLATE

SCHEDULE 6

(Agreed form Lease Enquiries)

TEMPLATE

PRESENT when the Common Seal of
The LESSOR
was affixed hereto and this Deed
was delivered :-

OR

Signed and delivered
as a Deed by
The LESSOR in the presence of

PRESENT when the common seal
of **LESSEE**
was affixed hereto

TEMPLATE