

WESTCOURT MANAGEMENT SERVICES LTD.

21 Wicklow Street, Dublin 2, Ireland. P: +353 (0)1 677 9696, F: +353 (0)1 677 9701, Agent@wmsltd.ie
www.wmsltd.ie

This Lease is made the _____ day of _____ of the year 20_____ between:

Colm Ó Cléirigh care of Westcourt Management Services Ltd. of 21 Wicklow Street,
Dublin 2 (Hereinafter called "The Landlord")

and:

(Hereinafter called "The Tenant") of the other part. In the case of all Tenants all principles are
required to sign jointly and severally and complete the enclosed Guarantee.

Lease Agreement for Use of Office Facilities

Office Number: _____

Rent: €_____ monthly

Deposit: €_____

Tenant's PPS number _____

Company registration number _____

Tenant's mobile phone number _____

Tenant's email address _____

Keys:
Fobs:
Phones:
SO:
Snag list:

Initial _____

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Previous Trading Name & Address

Previous Landlord's Name & Address

Tenant's Home Address

Proof of home address required

Tenant's Bank Name & Address

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Standing Order

Details of Account to be Debited

Bank Name & Address:	Account Name:	<input type="text" value="The name on your bank account"/>
<input type="text" value="Your bank name and address"/>	IBAN:	<input type="text"/>
<input type="text"/>	BIC:	<input type="text"/>
<input type="text"/>	Originator Narrative:	<input type="text" value="This shows on your bank statement"/>
<input type="text"/>		

Please set up the following standing order and debit my/our account accordingly

Payee (Beneficiary) Details

Bank & Address:	Account Name:	Westcourt Management
Ulster Bank	IBAN:	IE28ULSB98505015732416
63 Ranelagh Road	BIC:	ULSBIE2D
Dublin 6	Payee Narrative:	<input type="text" value="This shows on our bank statement"/>

Payment Details

Frequency of Payment:	<input type="text" value="Monthly"/>		
Date & Amount of First Payment:	<input type="text" value="1<sup>st</sup> day of month year"/>	<input type="text" value="€ rent"/>	
Date & Amount of Ongoing Payments: (If different from the first payment)	<input type="text" value="---N/A--"/>	€	<input type="text" value="---N/A--"/>
Date & Amount of Last Payment: Or	<input type="text" value="---N/A--"/>	€	<input type="text" value="--N/A--"/>
Until Further Notice: (Payments will be made until you cancel this instruction)	<input checked="" type="checkbox"/>		

Customer Signature: _____

Date: _____

Initial _____

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WHEREBY IT IS AGREED as follows:

1. Subject to the terms contained hereinafter the Landlord HEREBY GRANTS to the Tenant a Lease for OFFICE use only, office(s) No: _____ (Number in words: _____) at **21 Wicklow Street, Dublin 2**. Access is permitted 24 hours per day.
 - a. Access is permitted to visitors, guests and / or invitees during normal office hours only.
 - b. Outside of normal working hours visitors must be under the control and risk of the Tenant and / or Tenant's staff.
 - c. Outside of normal working hours and by special arrangement only, the Tenant may be permitted to have visitors, guests and / or invitees subject to the provision of a door security person at the point of access to the premises with all associated costs and expenses to be born by the Tenant.
2. The Lease hereby granted is personal to the Tenant who shall not be entitled to share the said office and services with any third party, or grant any rights in respect thereof to any such third party.
3. During the term of the Lease hereby granted, the Tenant shall pay to the Landlord, Rent for the office(s) of € _____ Euros (amount in words: _____ Euros) per month (together with any Value Added Tax which may be payable). This Rent shall be paid on the first day of each calendar month, by bankers standing order.
 - a. During the term of the Lease hereby granted the Tenant shall pay to the Landlord Rent for _____ number of car parking spaces to the rear of **21 Wicklow Street, Dublin 2** being car parking Rent of € _____ Euros (amount in words: _____ Euros) per month (together with any Value Added Tax which may be payable). This Rent shall be paid on the first day of each calendar month, by bankers standing order.
 - b. Parking in a Rented space is permitted from 7.45am to 7.30pm Monday to Friday. It should be noted that Saturday, Sunday and Bank Holidays shall be expressly excluded.
 - c. If as the result of any legislative enactments, instruments, rules or order or the exercise by the Government of powers vested in it imposing new duties or tariffs or altering existing duties or tariffs the amount of such shall be added to the Rent.
 - d. A Rent Deposit of € _____ Euros (amount in words: _____ Euros) is due to be paid on the granting of this Lease agreement, which shall be held for the period of this Agreement. This Deposit to be held by the Landlord as security against, a) failure by the Tenant to pay any charges which may become due by the Landlord, b) against any damages caused to the fixtures, fittings and other property of the Landlord (save normal wear and tear) which may be granted. Should this deposit not be sufficient to cover all monies due to the Landlord, the balance shall be paid by the Tenant on demand.
 - e. The Tenant agrees to observe and perform all the rules and regulations from time to time made by the Landlord for the management of the office accommodation. The Tenant undertakes not to impede in any way the Landlord in its exercise of its rights of possession and control of the above mentioned suites at **21 Wicklow Street, Dublin 2** itself. The Tenant agrees to co-operate fully with the Landlord in enabling the Landlord to carry out inspections for cleaning and repairing the said suites (and all other reasonable purposes). Should repairs be necessary, the Tenant undertakes to fully co-operate with the Landlord to enable the said repairs to be effected.
 - f. The Tenant will be required to setup a bankers standing order to assist in the payment of Rent or the like.
 - g. Payments of Rents later than the 1st day of each calendar month, whether demanded or not, shall be subject to a charge equal to the current Ulster Bank overdraft rate plus 3%, applied to the overdue amount on a daily basis from the due date, subject to a minimum charge of €35 Euros (amount in words: Thirty Five Euros) plus Value Added Tax per month and each month overdue thereafter and / or a 7 [in words: seven] day notice of termination of the Lease.
 - h. Payments of service invoices later than 7 [in words: seven] days from the due date whether demanded or not, shall be subject to a charge equal to the Ulster Bank overdraft rate plus 3%, applied to the overdue amount on a daily basis from the due date, subject to a minimum administration charge of €35 Euros (amount in words: Thirty Five Euros) plus Value Added Tax per month and / or a 7 [in words: seven] day notice of termination of the Lease.
 - i. The Tenant undertakes not to make any alterations or additions whatsoever to the said suites without prior written permission from the Landlord.
 - j. It is further agreed that in the event that the Tenant installs a direct telephone communication line without prior consent of the Landlord that there shall be an additional Rent charge of €35 Euros (amount in words: Thirty Five Euros) plus Value Added Tax per month per telephone line installed and that the Tenant shall be responsible for all costs and charges in connection with the installation and removal of the telephone communication line. This shall be paid in addition to the agreed Rent.
 - k. That if the Lease hereby created should continue beyond the date hereinafter stipulated and in the absence of a new Agreement, that it be deemed to be a Lease determinable by 28 [in words: twenty eight] days notice in writing by either party.
 - l. That the Tenant shall be responsible for all costs and charges in connection with any waste over and above reasonable office waste including but not limited to corrugated cardboard, Styrofoam, heavy duty plastics, electronic machinery, computer equipment, stacked paper and all other non-working waste.

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4. The Tenant undertakes to pay to the Landlord any charges (other than the Rent) which may be incurred by the Tenant, within 7 [in words: seven] days of receipt of an invoice, as incurred under this Lease and other agreements.
5. The Lease may be terminated by the Landlord should the Tenant, having been notified in writing of a breach of the conditions contained herein fail to comply with same within a reasonable period, subject to a 28 [in words: twenty eight] day notice of termination of the Lease.
6. This Lease may be terminated by either the Landlord or the Tenant at any time on or after the _____ day of _____, _____ and by not less than 28 [in words: twenty eight] days written notice. Vacation of said office(s) must take place between business hours, Monday to Friday, on normal working days, excluding Bank Holidays
7. The said office(s) are provided as fitted by the Landlord. No other equipment or furniture may be installed without prior written approval of the Landlord.
 - a. The minimum floor area square footage per person permitted by **21 Wicklow Street, Dublin 2** shall be 75 square feet of office area per person.
 - b. The provision of standard office furniture shall be based on this minimum figure.
 - c. The provision and use of a computer(s) by the Tenant shall be based on this minimum figure and has been agreed in the said office.
8. Any personal effects or other belongings of the Tenant (this shall include anything in the above mentioned office(s) save the Landlord's fixtures, fittings and equipment in the above mentioned office(s) or any part of the premises known as **21 Wicklow Street, Dublin 2**) are at all times the risk of the Tenant.
9. It is expressly understood by both the Landlord and the Tenant that this Lease Agreement does not create a tenancy (as defined under Landlord and Tenant Law) and it is further agreed that the Landlord shall be at liberty at any time and upon not less than 7 days written notice, to require the Tenant to transfer his / her / their occupancy of the above mentioned office(s) to another / other office(s) of similar size within the premises known as **21 Wicklow Street, Dublin 2**. Should this occur, then the terms set out herein shall apply to the other office(s). The Tenant hereby revokes any right they have under Landlord & Tenant Law to an extended Lease.
10. The Tenant hereby undertakes to vacate the above mentioned office(s) on termination of this agreement.
11. No radio, music, amplifier or prohibited substances may be used in the above mentioned suites at any time and no pets may be brought into the building. No goods or items may be placed or stored outside the designated office(s).
12. Is it expressly understood that all liabilities to the Tenant whether they be the general public or employees or belongings of the Tenant are not covered by the insurance effected by the Landlord hereunder and are the sole responsibility of the Tenant.
13. The Landlord hereby undertakes to effect and keep in force a policy against public liability for a sum not less than €1,000,000 [amount in words: one million Euros] in any one occurrence.
14. The Tenant hereby undertakes not to display anything in their windows.
15. The Tenant undertakes not to affix anything to the doors or walls of the above office(s) without the prior written consent of the Landlord.
16. The Tenant agrees and accepts the Landlord's policy of a no smoking building. This includes no smoking in the rooms, corridors, stairs or toilets or the like.
17. It is hereby declared that the Tenant may not withhold nor demand or receive any refund or credit of any payment due hereunder as a result of the Landlord failing to provide any of the services as set in this Lease agreement hereto as a result of any mechanical breakdown, strike or delay or failure of any staff, manager or caretaker to perform their duties.
18. Any costs incurred by the Landlord for damage or loss as result of any abuse by the Tenant of the premises or of the telephone and / or photocopying and / or facsimile and / or typing and / or any other provided services shall be reimbursed by the Tenant. This forfeiture shall represent a penalty and shall have no effect in any balance or monies due by the Tenant to the Landlord.
19. The Landlord cannot accept liability for any loss from sprinkler leakage, flooding, fire, theft or perils which may be sustained by the Tenant.
20. The Tenant agrees and accepts the Landlord's policy that the Tenant may not use the premises known as **21 Wicklow Street, Dublin 2** as the registered address of a company(s) without the written approval of the Landlord.
21. The Landlord hereby agrees to provide to a Tenant (insofar as is practicable during normal working hours with the exception of any day or days which it declares to be a Holiday for its staff) the following services:
 - a) To pay rates in respect of the buildings.
 - b) To keep clean the whole of the common parts of the building.
 - c) To clean the Tenant's suite once per week. In the event that the Tenant requires additional cleaning, agreement may be made on the additional services required and the costs for same. The removal of rubbish includes only standard office rubbish and not packaging or the like hereinbefore mentioned, the disposal of which shall be charged for at the cost of disposal plus 15% plus Value Added Tax at the standard rate from time to time that may apply.
 - d) To supply such materials and equipment as it may deem necessary for the maintenance of general wear and tear and cleanliness of the buildings or for improvements within the buildings to the benefit of its users in general.
 - e) To provide reasonable heating throughout the building to a minimum of 17.5 degrees Celsius. Under no circumstances will a Tenant be permitted to use any other form of heating / cooling such as electric heater or air-conditioner or additional electrical equipment such as dehumidifier, servers, server rack,

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- fans or any other non-standard electrical equipment without the written consent of the Landlord and will include a surcharge based on the current electricity supplier unit rate.
- f) To provide reasonable lighting throughout the building (including the above mentioned office(s)) and to provide an electrical power supply suitable for normal office usage to the above mentioned office(s). Non office related electrical appliances are not permitted on the premises without the written consent of the Landlord and will include a surcharge based on the current electricity supplier unit rate.
 - g) To charge all telephone calls made through the Tenant's telephone extension(s) to the Tenant. The Landlord's telephone call duration reading shall be binding on the Tenant.
- 22. Any or all plaques installed by the Tenant to be with express written permission of the Landlord and only to be installed at an agreed location whether inside or outside and only to match size, colour and type of existing plaques.
 - 23. To keep a valid and active e-mail account for the purpose of receiving communication from the landlord including but not limited to invoicing, receipts, notices of outstanding Rents or any other fees whatsoever, notices of works to commence, notice of determination of the contract.
 - 24. It is explicitly understood by the Tenant that a Tenant's contents are not covered under the Landlord's insurance policy and it is advised that Tenants hold contents insurance on their property.
 - 25. It is explicitly understood by the Tenant that this Lease includes heating to the Irish legal minimum temperature of 17.5 degrees and that surcharges apply for extra heating as chosen by the Tenant beyond this temperature.

Provided always that the Landlord may at its absolute discretion cancel, add to, extend, vary or make any alterations in the rendering of the said services from time to time upon 7 [in words: seven] days written notice to the Tenant.

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As WITNESS by the hand of the parties hereto and subject to references:

Landlord: *Colm O Cleirigh*

Date: _____ Signed: _____

Tenant:
Date: _____ Signed: _____
Address: _____

← SIGN HERE

Witness:
Date: _____ Signed: _____
Address: _____

Guarantee

I, _____ (Print your name)

of _____ (Your home address)
and

I, _____ (Print name)

of _____ (Home address)

at the request of the Landlord and in consideration of the Lease hereinbefore contained joining and severally guarantee to the Landlord that the Tenant will at all times duly pay the Rent hereinbefore reserved and perform the covenants and agreements on the part hereinbefore or giving of time to the shall not release us or either of us from liability hereunder and we jointly and severally agree with the Landlord that in case any Rent payable under the within written Agreement shall be at any time be in arrear for 7 [in words: seven] days after the same shall have become payable then and in any such case and so often as the same may happen we or one or other of us shall pay the Rent so in arrears to the Landlord whether any demand for the same shall have been made upon us or not.

Dated the: _____ day of: _____ 20____

SIGNED by the said: _____

← AND HERE

Witness in the presence of: _____

Witness occupation: _____

Witness address: _____

Initial _____

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Your Telephone System

Contact us

Your Access

Your access card is numbered so please keep it safe at all times. Never lend your access card to anyone. Think security. If you notice anyone or anything suspicious in the building at any time, do not hesitate to contact the on-duty caretaker or your manager.

Fire Safety and Security

Please make time to note the fire escape routes in your building, fire extinguishers, break-glass units, emergency lighting/exit signs, fire-escape, break-glass key units, alarmed windows and doors, alarmed mag-locks, lock-up hours.

Checklist

PPS & Company Reg numbers
Copy of state ID (Passport / Drivers License)
Original recent utility bill (Electricity / Gas / Television / Bank statement)
Pages 1, 2 and 3 of Lease completed
Page 7 completed and signed
Deposit and 1st months Rent

Return to: Westcourt Management Services Ltd, 21 Wicklow Street, Dublin 2, Ireland
We complete the rest and meet you with your keys, codes and a copy of Lease.

Special Conditions

Frequently asked questions

- 1 **Radios** – This clause in the Lease is to stop noise pollution but if a radio is at the same volume as someone in your office having a normal conversation there is no reason not to have one - 11, p.5
- 2 **Electricity** – The Lease allows for ordinary office use, one computer per desk space / 75 sq.ft and a few chargers etc. Additional equipment like electrical heaters / air conditioners / dehumidifiers / servers / fans etc. are billed separately - 21.e, p.5
- 3 **Rent** – Yes a monthly Term means the Rent can go up with just one months notice, but our business relies on happy customers. If Rents ever do increase it is only to the current market rate and stays competitive. We want you to stay with us! - 6, p.5
- 4 **Late fees** – All Rents are due by standing order on the 1st of each month. If Rents are received after the 1st day of each calendar month a late fee is automatically applied by our accounting system to the Tenant's account - 3.g, p.4
- 5 **Maintenance** – We're happy to do any maintenance you need, but if the damage is reported by the qualified tradesman as being caused by the Tenant, the bill is sent to the Tenant directly by the contractor - 18, p.5
- 6 **Security** – Be vigilant, keep back and front doors closed and report any suspicious activity to the onsite manager or the Gardaí. Never allow unknown people into the building.
- 7 **Read the Lease fully** – Read the Lease before signing it so that you know both your responsibilities and the Landlord's responsibilities.
- 8 **Our broadband is a back-up** – All internet connections have some down-time so we encourage heavily internet reliant companies to think about getting their own primary supply.
- 9 **Cables** – We don't supply data cables, printer cables etc.
- 10 **Heating** – The Safety, Health and Welfare at Work (General Application) Regulations 2007 allow for a minimum office temperature of 17.5 degrees. Surcharges apply for extra heating from additional heaters. If you suspect the temperature is too low our staff have thermometers onsite. There are surcharges for additional heating so our advice is wear a jumper!