LEWIS SILKIN

Corporate Occupier – Exit Series

Exiting an office space can have implications for your business. By being well prepared and understanding your legal position, you can get it right first time and avoid any costly delays. In this series we cover key considerations when exiting your office space to reduce stress and stay on track.

Part 1: Moving premises? Consider these key issues

As a corporate tenant planning an office move midway through your lease term, there are a number of important legal and commercial implications to consider. Whether you are exercising a break right, negotiating a surrender or looking to assign or underlet, this article signposts some of the key issues that you will need to navigate.

One of the main methods for a tenant to secure a "clean exit" from their space, is to exercise the tenant break right (if the lease contains such a right of course). Breaks are typically only available on specified dates during the term, and usually stipulate a minimum notice period – often between three and six months, though they can also be rolling (i.e. the break right can be exercised throughout the term, or, more commonly, at any time from a certain date onwards).

The notice provisions in the lease will stipulate the form that the notice must take, as well as the required method of service (whether email or post, for instance). Case law makes clear that these are strict requirements; if the lease stipulates that the notice must be printed on pink paper, it will be invalid if it is printed on white paper. While it is possible for a landlord to cure an invalid notice, this would be at its absolute discretion, and it would be extremely unwise to rely on the landlord doing so – you should aim to get it right in the first place.

The break clause will most likely contain conditions that need to be complied with on or before the break date. It is usual for a break to be subject to all principal rent having been paid up to the break date and to there being no outstanding material breaches by the tenant. However, sometimes a break will be subject to delivering up the premises with 'vacant possession' at the break date, which renders the break virtually impossible to exercise in practice. Vacant possession is an extremely high threshold to meet, requiring all items brought onto the property to be removed and all alterations to be reinstated. This may not be possible, depending on the alterations that have been made. For example, if telecommunications apparatus have been installed, the tenant probably would not have control over their removal, and almost certainly could not arrange for their removal within such a short notice period.

It is, therefore, vitally important to engage solicitors at the earliest possible stage:

- to understand whether the break conditions are capable of being complied with; and if so
- to ensure that the break notice is in the correct form and validly served on the landlord in time for the deadline.

If the break is not valid, you will remain bound by the lease until the end of the term, absent any further break dates or agreement with the landlord. Depending on when the final rent payment date falls in relation to

the break date, you should also seek legal advice as to whether or not the lease provides that you are able to reclaim an apportioned sum of rent from your final payment. A well-drafted lease will provide for this but, if your lease does not, the likelihood is that you will pay the full quarter's rent up front and will not receive any back in respect of the days you are no longer occupying the premises.

If your lease does not contain a tenant break, or it is too late to serve notice, an alternative is to negotiate a surrender with the landlord. Whether or not this is possible is entirely at the landlord's discretion and may require you to pay what is known as a reverse premium to the landlord as an inducement to accepting the surrender. Conversely, if it is the landlord requesting a surrender, you may be able to negotiate a surrender premium from the landlord. The amount of reverse premium that you pay (if any) will be determined by commercial negotiation with the landlord. If the property is under-rented and/or is a valuable asset, it may be that the landlord is more willing to accept a surrender and you are able to negotiate a lower reverse premium.

A typical full repairing and insuring lease requires the tenant to repair and reinstate the premises to the condition described in the lease (sometimes by reference to a schedule of condition) during and at the end of the term. It is common for a dilapidations settlement – an estimate of the cost of repairing and reinstating the premises based on its condition at the date of the surrender – to be paid in lieu of actually having to comply with the reinstatement obligation. Reverse premium and dilapidations payments should be made separately as they are treated differently for tax purposes; you should seek advice on the tax implications of each payment.

Most leases (other than very short leases) also permit assignment and underletting with the consent of the landlord and subject to certain conditions. Assigning a lease essentially transfers your lease to another company who takes on the role of tenant in your place. By contrast, if you underlet the property, you remain the tenant under your lease and become the immediate landlord to an undertenant. The key limitation of both approaches is that the lease will remain a liability on your accounts. If the landlord consents to you assigning the lease, it will usually require you to enter into an authorised guarantee agreement whereby you guarantee the performance of the incoming tenant's obligations until it subsequently assigns (or the lease ends). If you underlet the property, you will still be "on the hook" for your rent payments under the superior lease with your landlord if your undertenant is in arrears of rent under the underlease. Neither option will give you a clean break from your obligations under the lease.

Further, if you grant an underlease of the premises, matters can get complicated if you later wish to exercise the tenant break under your superior lease or negotiate a surrender with the superior landlord, because you will have sitting undertenants. The underlease is very unlikely to contain a landlord break, as this would be off market, therefore you may need to negotiate an early surrender of the underlease with your undertenant.

Whichever route you are looking to go down, it is vital to plan ahead and consult with your solicitors at the earliest opportunity. Relocating offices is such an important process in a company's lifecycle and the implications of getting it wrong are massive.

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Part 2: Consolidating satellite offices into one HQ

You've made your decision to leave. You've made your decision to take a shiny new office. So, what's next?

This article explores the key things you should factor into vacating your current offices.

What have you got?

Firstly, you need to know your legal position. You'll fall into one of two categories:

- A **protected tenant** under the Landlord and Tenant Act 1954; or, rather unsurprisingly
- An **unprotected tenant**.

It does matter, for reasons that will become clear. Unless the lease was contracted-out at the outset, it's likely to be a 'protected lease'. To be a protected lease, the following must apply:

- The tenant must have exclusive possession;
- The tenant must occupy for business use only and pay a rent; and
- The lease must be granted for a fixed term.

If you have a protected lease, then at the expiration of the contractual term, the tenancy itself continues ("holding over") on the terms of the expired lease until either landlord or tenant serves notice to bring it to an end. For a tenant, this notice period is three months, unless it is still within the contractual term, in which case it can just vacate at the end of the term (though this isn't quite as simple as it sounds). Whilst this may not be as important to a relocating tenant, it can buy vital overlap time to ensure the business can continue to operate as the new premises are being fitted out. It may help the tenant avoid needing to take temporary overlap space or pay for items to go into storage.

An unprotected lease, by contrast, doesn't afford a tenant the right to remain at the end of the lease, nor to demand a new one. More often than not, leases are contracted-out and so are unprotected: landlords want more control over their assets and to ensure that they can recover it or renegotiate the terms at lease expiry.

Whether you hold over, agree a short lease extension, or take some temporary space, chances are that you'll need some premises during the fit-out period. Covid-19 has taught companies how to be more agile and to work remotely - so this issue may be less acute nowadays - however it's likely that you will still need physical premises for core-staff, including IT, and to house servers and other key operational equipment. Depending on the nature of the business, client meeting space might be essential too.

Consolidating

If, like many other businesses in recent years, you are consolidating all offices into one HQ, you need to be even more alive to the complexities. A good project manager, whether internal or an external consultant, will be worth their weight in gold. Your lawyers will also be able to analyse your existing tenancies and create an exit strategy. The likelihood is that your landlord will be different across your different locations and, unless you have had the foresight to plan for this years before, your leases will have different expiration dates. Depending on the lead time for the new headquarters though, there may still be an opportunity to align your leases. Some of this may be in your control: perhaps you have a tenant-break right for example. If not, you'll need to engage with your landlord and discuss your options. The most common ways of exiting office premises are:

1. **Lease surrender**: this brings the lease to an end by the tenant 'surrendering up' its tenancy to the landlord. Unless there's particular value in the lease, or the landlord is very keen to take the premises back (perhaps it wants to use the premises itself, has a high-value tenant waiting in the wings, or wants to redevelop the building), the tenant may have to pay a surrender premium. The amounts will vary depending on the term remaining, the rent payable and the bargaining strength of the parties amongst other things. Surrenders are a neat and tidy way of exiting space – but you'll probably have to pay. You'll probably have to factor in dilapidations too – see more on this below.
2. **Assignment**: this transfers the lease to an incoming tenant who takes over the balance of the lease's term. In the majority of cases, an outgoing tenant will need to give an authorised guarantee agreement (AGA) to guarantee the incoming tenant's performance of the lease obligations until either the lease ends or that tenant subsequently assigns its interest.

3. **Subletting**: similar to assignment, you're no longer in occupation of the premises, however you're still the tenant and are still liable to pay the rent to your landlord. Your subtenant should reimburse you for all, or most of this, however. If it's particularly valuable, you may be able to charge a higher rent than you pay under your lease. The downsides are that your subtenant may fall away, leaving you on the hook and potentially paying rent for surplus space, and also you still have an obligation to reinstate the premises at the end of the term. In the case of the latter though, your sublease should impose obligations on the subtenant to reinstate, but it is still an added complexity and requires forethought.
4. **Licensing your space**: similar to a subletting, but instead of creating a formal tenancy, a licence to occupy is created. These are more common amongst group companies or business associates working on projects together, but can be a quick, inexpensive and effective short-term solution to bring in capital while relocating.

Your own situation may be a combination of the above and different landlords will hold different positions. The earlier you start to map out your way forwards though, the better.

Consider your reinstatement

While reviewing your exit strategy, you should also consider your reinstatement obligations, and factor in both the time and cost implications across your offices. Most leases, other than very short ones, or ones that have a limited repairing obligation, will require a tenant to leave the premises more or less as they found them – sometimes in a better condition. This reinstatement obligation often leads to a dilapidations claim being brought by the landlord as a result of the tenant having failed to comply with these lease covenants (i.e. to repair, redecorate and to reinstate).

Broadly, a tenant has two options:

- Do the reinstatement work itself; or
- Negotiate a settlement with the landlord in lieu of carrying out the work.

Whichever option, the tenant should consider contacting a specialist dilapidations surveyor to analyse the underlying document(s) and to cost the different items of repair in a report, known as a dilapidations schedule. This dilapidations schedule can be used to negotiate the settlement sum with the landlord in an effort to limit or minimise the tenant's cost-exposure.

Timings-wise, to avoid being left without option one, you should proactively assess how long the works might take to carry out yourself (say six to nine months out depending on the type of property) and getting your costings. This then puts you in control of your own destiny. You should also set aside sufficient funds at the earliest stage, so you are not left scrabbling around for the pounds and pence.

Anything else?

Yes. Three main things.

- **Supplier contracts**: there may be a number of these to terminate, vary or transfer to your new premises. Some contracts may have fixed terms and so require an early exit payment. Others may be vital to the operation of the business and so will come with you. Either way, considering each and getting organised will help.
- **Existing wayleaves**: most commonly, wayleave agreements deal with the provision of fibre to a tenant's premises. They are governed by the Telecoms Code; legislation which heavily favours the operator, providing them with rights to remain in situ even after the subscribing tenant has vacated. In our experience, these aren't addressed early enough and can lead to some fraught negotiations, or ongoing liabilities. Plan ahead. If you've contracted to take your new HQ already, you may be able to negotiate with your operator to bring the current wayleave to an end in exchange for signing up to a new one.
- **Stocktake**: you need to work out what's coming with you and what isn't. To do this, you need to know what you have. Being organised will help when it comes to packing up and disposing of surplus kit, but also at the other end. Colour-coding and clear labelling is a must.

We've got extensive experience in guiding businesses through this process and have found that the companies that have spent time thinking things through in a considered manner are invariably the ones who achieve the best deal, incur the lowest legal spend and avoid the nasty surprises.

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Part 3: The power of subletting for corporate occupiers

Despite the increasing shift to remote/hybrid working, physical premises remain integral for businesses and the importance of securing flexible terms when committing to space is high on the agenda. There are several options which a well-advised tenant can seek to negotiate with a landlord when agreeing lease terms. These could include a shorter lease term, the ability to assign the lease or share occupation or a right to break the lease early. Another option is the ability for a tenant to sublet their space.

What is subletting?

In general terms, subletting (also referred to as underletting) is the grant of a lease by a tenant out of its own lease to a subtenant, referred to as a sublease (or an underlease). This enables the subtenant to occupy the tenant's space and take on some of the responsibility for it. A subletting may be of the whole or just part of the premises.

What is the legal effect of a subletting?

A sublease is a separate agreement to the original lease. The original lease, between the landlord and the tenant, remains in place (subject to the sublease) with the tenant becoming the landlord of the subtenant under the sublease. A tenant remains liable to its landlord under the terms of the original lease. However, it will generally pass on those obligations and liabilities (in whole or in part, depending on the nature of the subletting) to the subtenant under the sublease.

Why might a tenant want to sublet?

These are some of the most common reasons:

- a business may need to downsize and does not require all or part of the space. Alternatively, the tenant may have experienced growth meaning it needs to relocate to a larger space. Subletting allows a tenant to recover some of the lease costs from the subtenant thereby helping with cash flow;
- a tenant may just want to dispose of its premises on a temporary basis but retain it for occupation at a later date (particularly if there is a statutory right to renew the lease at the end of the term under the Landlord and Tenant Act 1954 (the "1954 Act");
- compared to assigning the lease, the tenant has more control over the subtenant than it would an assignee as it can impose covenants in the sublease and has a direct course of action against the subtenant if it is in breach. Assigning part of the space is also likely to be prohibited under the lease;
- in a falling rent market, it may be difficult to find an assignee as the rent payable under the lease is likely to be higher than the open market rent. It is becoming common practice that leases should enable a tenant to sublet at the market rent (rather than the passing rent payable under the lease) therefore allowing a tenant to mitigate some of its financial liabilities.

How do you know if you can sublet?

This will be governed by the terms of your lease and should be agreed as part of the heads of terms.

If during the term of the lease the need to sublet arises, then the subletting provisions in the lease would need to be analysed to check what is permitted and what the conditions are that would need to be satisfied in order to sublet. If a lease is silent on subletting, then the consent of the landlord may not be required (however that is rare in practice).

The lease may allow a tenant to sublet the whole of the space, or it may allow greater flexibility by permitting a sublet of part. Whether a premises is suitable for that part will depend on a number of factors (such as whether the premises allows for sub-division), and landlords will often want to retain a high level of control over this (usually a lease will identify what constitutes a 'permitted part' and will restrict the number of subtenants in occupation at any one time).

If subletting is permitted, it would usually be subject to landlord's approval (and possibly the consent of any superior landlord there may be). So, a tenant would need to market the premises, find a suitable subtenant and then submit an application for consent to the landlord. Such an application should be made strictly in accordance with the terms of the lease to avoid any delays with the approval process.

On receipt of an application, the landlord may raise some enquiries regarding the proposed subletting. Having considered the covenant strength of the subtenant, if there are concerns over the subtenant's ability to perform under the sublease, the lease may allow the landlord to require a guarantor for the

subtenant or pay a rent deposit. The lease may also contain other restrictions and/or conditions which a landlord may require to be satisfied before it will provide its approval.

If the landlord is, in principle, happy to proceed, it will usually instruct its solicitor to prepare and issue a draft licence to sublet. This will be entered into between the landlord, the tenant and the subtenant (and possibly a superior landlord, where applicable). It will need to be completed before the sublease is granted.

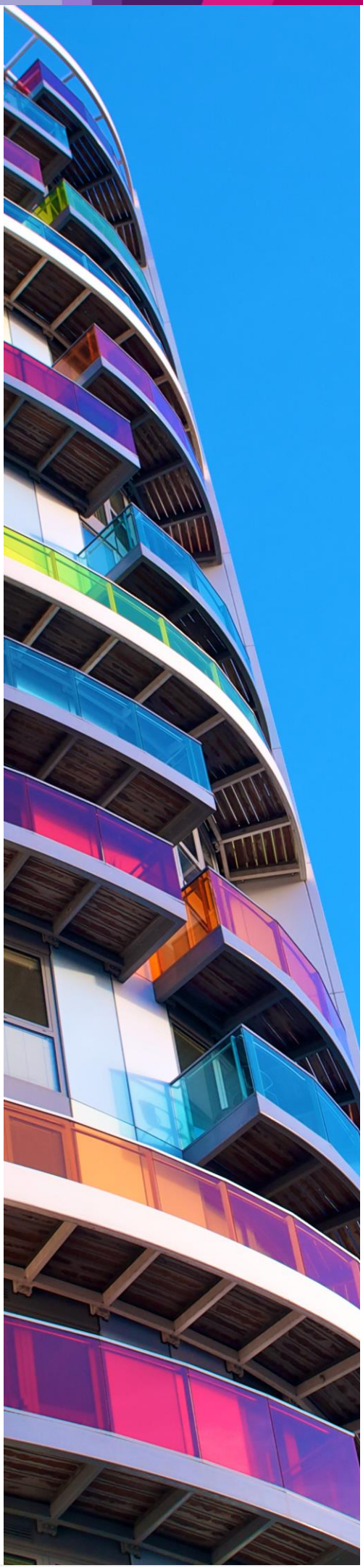
What will the terms of the sublease be?

The first key point is that the term of the sublease must expire before the lease term expires. If the sublease term is equal to or greater than the lease term this may result in the unintended assignment of the lease to the subtenant (which could have detrimental consequences for all).

The term of the sublease should also allow sufficient time for the tenant to re-occupy and comply within any reinstatement obligations in its lease if the tenant is vacating at the end of the term. This will therefore need to be factored in.

Whilst the terms of the sublease will be subject to negotiation between the tenant and subtenant, they are often dictated by the terms of the lease. The terms of the lease will therefore need to be checked carefully. The sort of things which you could expect to see in subletting provision include:

- a restriction on what rent a subtenant can be charged. The lease may require an open market sublease rent or require that it is no less than the passing rent payable under the lease (however, the latter should always be resisted when negotiating heads of terms);
- a requirement that the sublease rent be reviewed in accordance with any rent review provisions in the lease and for any reviewed rent to be approved by the landlord;
- it may say whether a rent free or other concession may be granted to the subtenant;
- a prohibition on paying any premium or a reverse premium for the sublease;
- restrictions on what a subtenant can do with the sublet premises in terms of its ability to assign, further sublet or share occupation (as the landlord will want to avoid creating an unduly complex title and management structure)



- a requirement that the sublease is excluded from the security of tenure provisions in the 1954 Act;
- a prohibition on the sublease being varied or surrendered without the landlord's consent; and
- a requirement that the landlord approves the form of the sublease.

Landlords will always require a significant amount of control of the subletting terms because a subtenant could inadvertently become a direct tenant of the landlord if the lease is forfeited, disclaimed or surrendered or the sublease is granted within the security of tenure provisions of the 1954 Act and the subtenant is entitled to a new lease at the end of the sublease term.

The subletting terms agreed can have a material impact on the ability to sublet if required. This is why it is so important to seek legal advice when negotiating the terms of the lease to ensure that the provisions are not too onerous so as to prevent or impede the ability to sublet.

Are there downsides to subletting?

Loss of control – the tenant loses a degree of control over how the space is used and occupied. If the subtenant does something which puts the tenant in breach of its lease, then the tenant remains liable to its landlord. Whilst the tenant may have a remedy against the subtenant under the sublease (a landlord would also usually require a direct covenant to comply with the sublease from the subtenant in the licence to sublet), if the subtenant cannot remedy a breach (e.g., if the subtenant has gone insolvent), the landlord will still have recourse against the tenant.

It is therefore important that a tenant satisfies itself (as much as it can) through its own due diligence that a proposed subtenant is likely to be able to comply and if there are any doubts, consider what additional security it may want from the subtenant.

Costs – the landlord will require its legal and other professional costs to be covered (but it cannot charge a premium as a condition of giving its consent unless dealings are absolutely prohibited in the lease). These could include legal fees for preparing and agreeing the licence to sublet, a licence for alterations (if the tenant or subtenant need to carry out works) and possibly for surveyor and/or managing agent. They could reach fairly significant sums.

Are there any other factors to consider?

- **Alterations** – if subletting part, works may be required to sub-divide the premises. The subtenant may also want to carry out its own fit-out works. The alterations clause in the lease will therefore need to be checked to ensure any proposed alterations are permitted under the lease. There may be a requirement for the landlord to consent to the works (usually done via a licence for alterations) and this should be obtained at the same time as the licence to sublet.
- **Break option** – if the tenant has a tenant break option in its lease, then it will need to ensure that any sublease contains a landlord break option so that it can validly exercise its tenant break and hand back the premises to its landlord with vacant possession on the break date.

Key takeaways

Reaching an agreement on subletting terms is a balancing exercise between competing interests; a tenant's desire to be flexible and a landlord's need to retain some control and ensure there is no impact on the value of their investment.

It is therefore key for tenants to ensure that subletting rights are negotiated at heads of terms stage and that legal advice is obtained when negotiating the subletting provisions in the lease. This will help ensure that balanced terms are agreed which all parties are comfortable with.

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Part 4: Navigating lease surrenders

Why surrender?

Unlike an assignment or subletting, a surrender typically brings the tenant's liability to an end, as the lease no longer subsists. Surrenders can be entered into at any time (unlike break rights which are often fixed to a specific break date or dates) and so can be a useful way for a tenant to move on.

Bargaining Strength

The first thing to consider when contemplating approaching a landlord to ask for a surrender is the hand the tenant has to play; the strength of its bargaining position. There are numerous permutations to factor into this assessment, including external market forces - which a good property agent will be able to advise on - but the main ones are:

- **Whether the property is under-rented**: if this is the case, a landlord may be eager to take the premises back and re-let it at market price.
- **The landlord's plans for the building**: perhaps there are plans to redevelop the building, or to use it for its own purposes. The local authority's planning portal will indicate whether applications have been made, or permissions granted, but you might also want to scour the local area for public notices posted on lampposts and the like, or check whether any public consultations have been, or are to be, held.
- **The remaining duration of the term**: surrender premiums (which will be covered more fully below) are likely to be lower if you are only talking about the rump-end of a lease.
- **Any interested parties waiting in the wings**: there may be a marquee tenant wanting the space who the landlord is keen not to lose.

Once a deal has been struck, attention turns to the practical and legal aspects of the surrender.

If you are looking to dovetail the exit from your current space with the occupation of new premises, you might look to enter into an agreement for surrender to bring the parties under contract and fix a surrender date, or even to peg the exit to the date on which the new lease is completed. A landlord is unlikely to agree to an open-ended completion without having a backstop date by which the completion must take place. This will be something to negotiate.

An agreement may be needed, or desirable, for dealing with any balancing payments due or owed under the lease. If the surrender date is to take place midway through a quarter for example, the tenant is likely to have paid the full quarter's rent and service charge and so will be anxious to ensure this is reimbursed as part of the overall settlement. There may also be a rent deposit due back on, or shortly after, completion. If there is to be a surrender premium payable by the tenant to the landlord, the parties may wish to net the payments off against one another for cash-flow purposes.

The parties will need to consider the VAT treatment of the various payments: VAT may be payable depending on who is making the premium payment. If dilapidations payments are being paid by the tenant to the landlord, HMRC has confirmed that these are outside of the scope of VAT: instead these amounts are treated as damages. One should bear in mind, however, that if the landlord has carried out the reinstatement works itself and incurred VAT on them, the VAT element may be recoverable from the tenant under the lease terms. Overall, it is important to consult with a solicitor to advise on the legal position behind the documents, and possibly also a specialist dilapidations surveyor – who will assist with the quantum and advise where savings might be made. A landlord's reinstatement estimate is likely to be higher than a tenant's and so a middle ground compromise position should be sought.

Careful consideration should be given to dilapidations: they can be a costly item and so a schedule of dilapidations should be prepared at the earliest opportunity and used as evidence for the overall settlement. The alternative is for the tenant to carry out the reinstatement works itself, though this may not be practical or desirable: the tenant is unlikely to be able to continue in occupation during any works period and, unless the surrender is guaranteed, there may be wasted costs if it failed to complete for any reason.

The landlord's intentions here are key. Dilapidations payments are calculated by reference to the diminution in value of the landlord's interest in the property, meaning the amount by which the works - or more specifically, failure to carry out the reinstatement works - have lowered the valuation of the space.

If the landlord has a clear and fixed intention to knock the building down or to gut and refurbish the tenant's premises, there may be little, or no, dilapidations payable as there is no 'loss' to speak of. Indicators of this might be a planning application having been made, or the landlord having left other floors of a building vacant. This is a highly specialised and complex area and so expert advice should be sought. The same point applies at lease expiration.

Other points to think about

Indemnities: if the tenant is an assignee and has given an indemnity to its assignor when it took over the lease, it should make absolutely clear that the deed of surrender releases not only the current tenant, but also previous tenants. The implication of failing to do so is that the landlord may otherwise be able to pursue the previous tenant (post-surrender) for any breaches, with that previous tenant then claiming under the indemnity against the current tenant.

Service charges: the figures for this may not be ascertainable until some months after the surrender. Typically, service charges are reconciled after the end of the service charge year once the final figures are known. Any overpayment or underpayment should then be reimbursed by the landlord or paid by the tenant respectively, and the surrender deed should account for this reconciliation process. Rent and insurance rent should be ascertainable on completion though and so should form part of the completion statement.

Underleases and mortgages: both will survive the surrender and become a landlord's liability (as lessor and mortgagor respectively) and so the landlord is likely to raise enquiries on this point and require the sublease to be determined and the mortgage redeemed on or prior to the surrender. There may be reasons for the subtenant to remain however – it may be a strong covenant or big name for example. If so, this will become part of the settlement and surrender process and further discussions around dilapidations should be held.

Guarantors: if the lease is guaranteed, the guarantor should ordinarily be a party to the surrender deed and release wording should be included to release the guarantor from its liabilities under the guarantee.

Telecoms: what, if anything, needs to be actioned by the tenant in respect of any equipment on site and any supply contracts? Wayleave operators have wide-ranging statutory powers and so can prove tricky to remove. The landlord may ask for the tenant to take actions it cannot comply with and so care should be given to what, if anything, will be done.

Inspections and surveys: the tenant should keep a record of the state and condition of the premises prior to the exchange and surrender dates to make sure there is no disagreement as to repairing liability. This should also flush out any unauthorised occupiers in the property – especially if it has been vacated prior to surrender.

Handover: it will not just be the tenant who carries out the inspection. A landlord will look to assess the condition of the property and also address what needs to be handed over by the tenant. The tenant's replies to standard enquiries (CPSE5) will ordinarily flush out the information and documentation the landlord will need on taking back the premises. A well-prepared tenant should collate as much of this in advance to avoid delay: health and safety file (including up to date fire risk assessments); EPC, asbestos reports, original deeds, operating manuals and warranties of any kit remaining in situ and keys, fobs and passes. There may be other items, but these serve as a guide.

Utilities: take meter readings and close accounts on the surrender date. It is much harder to deal with any outstanding liabilities or payments without physical access to the property.

Landlord: make sure that the landlord remains the right person to take the surrender (i.e. that it has not transferred its reversion to a group company, or granted an intermediate lease to a third party). The tenant should check the landlord's title to the property and Companies House to make sure it has not gone into liquidation or administration.

Capital Allowances: a final note – a little dry, but valuable nonetheless. Capital allowances might be available to either landlord or tenant, depending on the situation, and the figures could be significant on either part and so close attention should be given to the position. Your solicitors and accountants will be able to offer more guidance on this, and you should seek it.

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