

Specimen Rent Agreement Letter (RAL)

DATE

NHS Property Services
99 Gresham Street
London
EC2V 7NG

Private & Confidential
[Occupier's Name]
[Occupier's Address]

Twitter: @NHSPROPERTY
www.property.nhs.uk

Dear Sir/Madam,

Premises, Rent and Payment Agreement

I am writing to you on behalf of NHS Property Services Limited as [owner] [leaseholder] of the Premises.

In this letter the following defined terms will have the following meanings:

NHS PS: NHS Property Services Limited incorporated and registered in England and Wales with company number 7888110 whose registered office is at 99 Gresham Street, London, EC2V 7NG.

Occupier: [Occupier name and address]

Plan: the plan annexed to this letter at Appendix 1.

Premises: the [part] [whole] of [[insert building address] as shown edged red on the Plan] which you are in occupation of.

Rent: [*£INSERT FIGURE*] per annum

To clarify, you are in occupation of the Premises with no formal lease or other written agreement in place and further to recent discussions, we have now agreed with you: (i) the extent of the Premises and (ii) the Rent payable by you for your occupation. This letter records our agreement of those matters, which apply from the date of this letter for a period of 12 months (or such extended period as you agree with us).

It is important that from a commissioner's perspective, this information is formally agreed and documented between us in order that the correct level of premises payments may be budgeted for and as such, the details contained within this letter will be shared with your local commissioners to check and update their records.

The purpose of this letter is solely to set out the basic facts of your occupation (Premises and Rent), to ensure our systems are accurate, and to aid commissioners in their management of [primary care] estates costs.

However, all occupiers are now strongly urged to formalise their occupancy arrangements promptly to provide protection for their occupation and to clarify respective roles and responsibilities for both parties, including for statutory compliance. For that reason, our agreement as to the Premises and Rent as set out within this letter will only be valid for a period of 12 months (unless the arrangement is extended by agreement) and during that time, our local Asset Management team

will work with you with the intention of concluding a formal occupancy agreement to properly document your occupation of the Premises.

We will invoice you for the Rent (together with VAT where properly chargeable) every quarter. The payment dates will be 1 January, 1 April, 1 July and 1 October or, if later, the date that is 30 days after receipt of an invoice in respect of the Rent payable on those dates.

If you intend to make changes to the extent of the Premises by increasing or decreasing, swapping or vacating the space you occupy you need to give us at least three months' advance notice by completing an online occupancy change notice which can be found at:

<https://www.property.nhs.uk/property/report-a-change-to-your-occupancy/>

This will enable us to update our records, ensuring that you are billed the correct Rent and assist us support you with matters such as health and safety compliance. [If you do not complete the online occupancy change notice form, giving us at least 3 months' advance notice of the planned change in space, you will be billed at the higher of the existing Rent and a rent corresponding to the new area of occupation until the change can be processed and approved.]

Please sign and return the duplicate copy of this letter to confirm that you have read and understood its contents and agree its terms. Please note the matters referred to on page 3 of this letter.

Our local Asset Management team will remain in contact with you over the coming months with a view to agreeing more formal terms for your occupation.

Yours faithfully

.....
Signed by [Director]

For and on behalf of NHS Property Services Limited

ON DUPLICATE:

We have read and agree to the terms set out in this letter.

.....
Signed by [Director or Authorised Signatory]

For and on behalf of [Occupier]

Dated:

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Please note the following:

- this letter records the Rent and Premises only. It does not deal with any other charges that may be payable as a result of your occupation of the Premises and should not be construed as implying that the Rent is inclusive of other costs (such as business rates, utilities and (where we hold the Premises as tenant) head lease pass through costs);
- if you are in receipt of facilities management services to the Premises and/or NHS PS provide services to the common areas of the building of which the Premises form part these services and associated charges are not intended to be the subject of this letter;
- it is not intended that anything in this letter will alter the legal basis on which you occupy or use the Premises;
- the agreement of the terms and charges contained in this letter is without prejudice to and shall have no effect on the terms of any subsequent formal lease or other more formal occupancy agreement in respect of the Premises;
- the content (and signing) of this letter is without prejudice to and shall have no effect on any claims that either we or you may have against each other in relation to historic debt or any other matter arising before the date of this letter; and
- we review the current market rent for all of our buildings periodically so if you continue in occupation of the Premises beyond the 12 month period referred to in this letter, we may notify you of a reviewed rent figure which will be for discussion and agreement. [If our interest in the Premises is leasehold, we also reserve the right to increase the Rent where any rent review under our head lease takes place.]

Appendix 1

Plan (showing Premises)

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