xcribe:

Lease break clause and instruction to proceed

Graham Fenwick · Wed 25 Nov 2026, 09:30

Summary

Graham Fenwick called about the lease on the Castle Street unit and asked whether he could break it at year three if the shop wasn't working. You confirmed the break is at the end of year three on six months' written notice, with rent paid up to date and the unit returned empty, and said perfect repair was not required. After an off-record discussion, Graham instructed you to proceed on those terms and asked you to cap your fees. You agreed to accept the heads of terms with the break clause as drafted, cap fees at £2,500 plus VAT, confirm the fee cap in writing, and chase the landlord's solicitors that afternoon, with signing possibly in the week of 7 December.

Key points

- Break clause at end of year three
- Six months' written notice required
- Notice must reach landlord by end of month thirty
- Rent must be up to date and unit returned empty
- No requirement for perfect repair
- Accept heads of terms with break clause as drafted
- Fee cap at £2,500 plus VAT
- Possible signing in week of 7 December

Decisions

- Proceed with the lease on the discussed terms
- Accept the heads of terms with the break clause as drafted
- Cap fees at £2,500 plus VAT

Action items

- [ ] Tell the landlord's solicitors that Graham accepts the heads of terms with the break clause as drafted
  You
- [ ] Write to Graham to confirm the fee cap of £2,500 plus VAT
  You · today

- Chase the landlord's solicitors
  You · this afternoon

Promises

- Tell the landlord's solicitors that the heads of terms are accepted with the break clause as drafted
  You
- Cap fees at £2,500 plus VAT for the lease and write to confirm
  You · today
- Chase the landlord's solicitors
  You · this afternoon

Written up by Xcribe. “You” means the person who recorded this conversation.