



# Dickins Hopgood Chidley

## SOLICITORS

To discuss this and to obtain more information contact:  
**Victoria Hopgood** at Dickins Hopgood Chidley LLP,  
 The Old School House, 42 High Street, Hungerford, Berkshire, RG17 0NF T 01488 683555

## Commercial property

We are frequently instructed to act in connection with shops, offices, industrial units, warehouses, hotels and public houses and even on a couple of occasions, public conveniences.

### 1. Sale and Purchase

We can advise on:

a) The sale of a freehold property or the grant of a long leasehold interest in a property

Every sale or purchase is slightly different. We like to be involved from the outset to ensure we understand your requirements and the rationale for doing what you are doing. Certain aspects are critically important to get right from the outset, particularly the VAT status of the transaction.

We are on the panel of most lenders and will normally be instructed by a lender to act for them as well as you. This can often assist a transaction to run more smoothly.

b) Conditional contracts for the sale or purchase of property

A conditional contract may be required if something has to happen before a buyer will purchase but the parties wish otherwise to commit to a sale and a purchase. The most common condition is the grant of planning permission.

c) Option Agreements

An option is an agreement giving someone the right to buy a property on specified terms for a certain period. The price may be fixed or may depend on an outcome during the option

period. An option agreement is often used to enable a developer a certain period in which to explore the planning potential of a piece of land.

d) A deed of pre-emption

A pre-emption right is a right of first refusal. A common use of such a right is when someone sells maybe a slightly more unusual property, often retaining adjoining land, and wants the right to



be able to “buy-back” that property when it is next offered for sale.

e) Overage agreements

Such an agreement is when an additional payment is due, normally to a seller on the happening of an event in the future. This will often be if planning consent is granted which enhances the value of land. The seller will then be entitled to the additional payment.

### 2. Leases

We can advise a landlord or a tenant in connection with the grant of a lease.

We do like to meet you to discuss your

requirements and to ensure that we understand what you wish to achieve. If a meeting is not feasible, we will report to you on the documents and we can then discuss with you on the telephone any issues arising from that report.

It might be that there is a lease of the property already in place and you wish for that lease to be assigned to you.

We can advise you on the procedure and the various documents which will be required.

We advise on licences to occupy which are suitable for a short-term let (no more than 6 months) or where space is shared.

We also advise on the renewal of leases and the termination of leases.

### 3. Landlord and Tenant Issues

We advise on various issues which arise between a landlord and tenant including:

- a) Non-payment of rent.
- b) Claims for breach of covenant.
- c) Dilapidations.

### 4. Planning

We advise on planning agreements which are often required as part of the planning process together with Landowners' Co-operation Agreements.

### 5. Financing and Security

We advise on mortgages, guarantees and debentures.

We are often instructed by a lender whilst acting in connection with a purchase. Knowing our client can assist in that process.