

MCL interpretation provisions – table showing amendments from v1.3 to v1.4

(based on MCL-OFFICE-02 – office lease of part)

Existing provision in version 1.3		Corresponding provisions in version 1.4		
	All the following provisions are preceded by In this lease ...			
2.1	“notice” means any notice, notification or request given or made under this Lease	2.3.1	Unchanged in substance	In this Lease ... “notice” means any notice, notification or request given or made under it
2.2	any “notice” must be given or made in writing	2.3.2	Unchanged in substance	In this Lease ... a notice must be given or made in writing
2.3	where this Lease requires formal notice, the notice must comply and be served in accordance with clause 6.4	2.3.3	Unchanged in substance	In this Lease ... where service of a formal notice is required, that notice must comply with and be served in accordance with clause 6.4
2.4	an application for Landlord’s consent under this Lease must be made by formal notice	2.3.4	Unchanged in substance	In this Lease ... an application for Landlord’s consent must be made by formal notice
2.5	where appropriate, the singular includes the plural and vice versa, and one gender includes any other	2.4.4	Unchanged in substance	References in this Lease to ... the singular include the plural and vice versa, and one gender includes any other
2.6	all headings are for ease of reference only and will not affect the construction or interpretation of this Lease	2.1	Unchanged in substance	All headings in this Lease are for ease of reference only and will not affect its construction or interpretation
2.7	obligations owed by or to more than one person are owed by or to them jointly and severally	2.5.1	Unchanged	Obligations in this Lease ... owed by or to more than one person are owed by or to them jointly and severally
2.8	an obligation to do something includes an obligation not to waive any obligation of another person to do it	2.5.2	Unchanged	Obligations in this Lease ... to do something include an obligation not to waive any obligation of another person to do it
2.9	an obligation not to do something includes an obligation not to permit or allow another person to do it	2.5.3	Unchanged	Obligations in this Lease ... not to do something include an obligation not to permit or allow another person to do it

2.10	the Tenant will be liable for any breaches of its obligations in this Lease committed by ... any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or ... any person under the control of the Tenant or acting under the express or implied authority of the Tenant	2.6	Unchanged	The Tenant will be liable for any breaches of its obligations in this Lease committed by ... any authorised occupier of the Premises or its or their respective employees, licensees or contractors or ... any person under the control of the Tenant or acting under the express or implied authority of the Tenant
		2.7	New	The Landlord will be liable for any breaches of its obligations in this Lease committed by any person under the control of the Landlord or acting under the express or implied authority of the Landlord
2.11	reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion	2.4.6	Unchanged other than the minor drafting change identified	References in this Lease to ... either the Landlord or the Tenant having a right of approval or consent, which must not be such approval or consent not to be unreasonably withheld or delayed except where this Lease states that the party whose approval or consent is required specifies that either the Landlord or the Tenant has absolute discretion
2.12	where either the Landlord or the Tenant has the right to impose regulations or to approve, decide, designate, nominate, request, require, specify, allocate or stipulate any matter or thing under this Lease, that right will be subject to a condition that it will act reasonably and properly when exercising that right except where this Lease specifies that it has absolute discretion	2.10	Unchanged save for the changes identified	Where either the Landlord or the Tenant has the right to impose regulations or to approve , decide, designate, nominate, request, require, specify, allocate, stipulate <u>or vary</u> any matter or thing under this Lease, that right will be subject to a condition that it will act it will be exercised reasonably and properly when exercising that right except where this Lease states <u>specifies</u> that the party exercising the right it has absolute discretion. <u>This clause does not apply to any provisions in this Lease that refer to the parties agreeing something.</u>

2.13	references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program	2.4.8	Unchanged apart from the underlined words	References in this Lease to ... the provision of plans, drawings, specifications or other documents means their provision in hard copy or electronically in PDF format or in any other easily readable format as may be appropriate having regard to <u>in the context of</u> the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program
2.14	references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them	2.4.5	Unchanged in substance. Parties' compliance with obligations in schedules is replaced by specific obligations within the lease	References in this Lease to ... clauses, Schedules and Parts are to the clauses of, Schedules to and Parts of Schedules to this Lease and references to paragraphs are to the paragraphs of the Schedule, or Part of the Schedule, in which the references are made
2.15	apart from in clause 4.10.3, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred	2.11	Unchanged in substance	Apart from in clause 4.10.3 [<i>Jervis v Harris clause</i>], where either the Tenant or the Landlord is obliged to pay any costs that the other incurs (or a proportion of them) under this Lease, those costs must be reasonable and proper and reasonably and properly incurred
2.16	references to any sums being payable on demand or when demanded mean being payable when demanded in writing	2.4.7	Unchanged	References in this Lease to ... any sums being payable on demand or when demanded mean being payable when demanded in writing
2.17	the Landlord's rights under clause 4.10 and Part 2 of Schedule 1 may also be exercised by [the landlord of the Head Lease and also by] those authorised by the Landlord [or the landlord of the Head Lease]	2.12	Unchanged	The Landlord's rights under clause 4.10 [<i>allowing the landlord entry</i>] and Part 2 of Schedule 1 may also be exercised by [the landlord of the Head Lease and also by] those authorised by the Landlord [or the landlord of the Head Lease]

2.18	reference to “the Building”, “the Common Parts” or “the Premises” means the whole or an individual part or parts unless inappropriate in the context used	2.4.1	Unchanged	References in this Lease to ... “the Building”, “the Common Parts” or “the Premises” means the whole or an individual part or parts unless inappropriate in the context used
2.19	reference to “adjoining premises” means any land or buildings adjoining or nearby the Building, whether or not owned by the Landlord (unless express reference is made to the Landlord’s ownership of those premises)	2.4.2	Unchanged	References in this Lease to ... “adjoining premises” means any land or buildings adjoining or nearby the Premises, whether or not owned by the Landlord (unless express reference is made to the Landlord’s ownership of those premises)
2.20	references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease	2.4.3	Unchanged	References in this Lease to ... an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease
2.21	“includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision	2.2	Unchanged	In this Lease, “includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision;
2.22	if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected	2.13	Extended considerably	If any provision or part of any provision of this Lease is held to be illegal, invalid or unenforceable, that provision or part will apply with such modification as may be necessary to make it legal, valid and enforceable. If modification is not possible, that provision or part will be deemed to be deleted. The legality, validity or enforceability of the remainder of this Lease will not be affected
2.23	if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person’s absolute discretion.	2.8	Unchanged in substance	If a person is under an obligation under this Lease to take a matter into consideration, that person will have reasonable regard to it but the final decision remains at that person’s absolute discretion

		2.9	New	Where the consent of the Landlord is required for any assignment, underletting or charge of this Lease, that consent may only be given by the completion of a deed that contains the terms of the consent agreed between the parties, unless the Landlord elects in writing to waive this requirement
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