

Office Sustainability: Declaration of Intent

Parties:

_____, registered at _____,

represented by _____, hereinafter referred to as "Landlord",

and

_____, registered at _____,

represented by _____, hereinafter referred to as "Tenant",

and jointly referred to as "Parties"

Whereas:

a. A lease agreement has been entered into by Parties for the period of _____, commencing on _____,

in relation to the property _____ <Name>, located in _____ <City>

at _____ <Address>, registered in the Land Registry under no. _____, hereinafter referred to as "the property";

b. Recognising the importance of sustainability, Parties have agreed to endeavour to achieve greater sustainability regarding the property and its installations, particularly with regard to the following:

- Using energy and water as efficiently and economically as possible;
- Stimulating the use of environmentally friendly and sustainable materials;
- Using sustainable installations and equipment;
- Separating waste as much as possible;
- Encouraging employees to use sustainable means of transport for commuting and business travel;

Agree as follows:

1. a. At the outset of the lease agreement, Landlord shall inform Tenant of the property's energy label and provide Tenant with all available user manuals for the installations and equipment within the property. The Tenant shall familiarise himself with the contents of these documents.

b. Tenant shall annually (no later than _____ <date> in the year following the year to which the information relates) provide Landlord with information or authorise Landlord to request said information from relevant third parties concerning the consumption of utilities in the property, including but not limited to:

- The total use of electricity in kW/h per year;
- The total use of gas in m³ per year;
- The total use of water in m³ per year;
- Waste in tonnes per year.

- c. Landlord shall use the information mentioned in Article 1(b) solely for the purposes of achieving the objectives mentioned in the preamble. Landlord shall not pass said information to third parties other than Landlord's advisers and manager. Landlord may use the information in anonymised form for the purposes of benchmarking, reporting and such like.
- d. If applicable, and both technically and economically feasible, Landlord shall install sub-meters, so that individual use of electricity, gas and water can be read and recorded.
- e. On the basis of the information mentioned in Article 1(b) or on the basis of his own knowledge, Landlord may inform Tenant and/or make recommendations about improving sustainability and/or reducing energy and water consumption. Landlord and Tenant agree that they or one of their representatives will meet at least once a year to discuss possibilities for improving the sustainability of the property. As part of this consultation, Parties may inspect electrical and technical installations and other equipment within the property.

f. **OPTIONAL**

On the basis of the total amount of energy used during the period commencing on the first day on which Tenant has full occupation of the property and terminating one year after this date, Parties shall agree specific goals regarding reduction of this usage. If, in the judgement of Landlord and/or Tenant, the figures relating to this first year of use do not accurately reflect normal usage, Parties may agree to extend this assessment period.

- 2. a. In carrying out large- or small-scale maintenance, Parties shall choose the most sustainable solutions, in so far as such may reasonably be required of them from a functional and economic point of view. One of the principal grounds governing the replacement or change of installations and equipment is that it will have a positive effect of on the property's energy index at that time (the energy index being the basis on which the energy label is determined).

b. **VARIANT 1**

If, in the context of sustainable management, Landlord wishes to make investments in the property that will result in a reduction in Tenant's costs (e.g., energy costs), Tenant is prepared to pass on these periodical savings to Landlord in the form of a periodic investment contribution. This investment contribution shall form part of the total service costs until the investment is recovered, or, if no service costs are payable, the contribution will be included in the rent. Parties will consult about the size of the contribution before Landlord proceeds to make said investments. The investment and the investment contribution in the service costs will be laid down in an annexe to the lease agreement.

VARIANT 2

If, in the context of sustainable management, Landlord wishes to make investments in the property that will result in a reduction in Tenant's costs (e.g., energy costs), Tenant is prepared to make a contribution to these investments by paying Landlord a higher rent. Parties will consult about this adjustment of the rent before Landlord proceeds to make said investments. The investment and the adjustment of the rent will be laid down in an annexe to the lease agreement.

- c. If Tenant wishes to introduce amenities to the property, Tenant shall choose versions that are sustainable in their installation and effects. If the approval of Landlord is required, Landlord may, in deciding whether to grant said approval, take into consideration whether, in his judgement, the installation and effects of the amenities in operation will increase or decrease sustainability.
- d. All equipment that is installed in the property by or on behalf of Tenant shall, as far as possible and applicable, have an A or B energy label.

3. a. Tenant shall do his best, while maintaining compliance with regulations and other agreements relating to the property or the complex of which the property forms part, to ensure that the lighting in and on the property, as well as other installations and other energy-consuming equipment are used as efficiently and economically as possible. Tenant shall ensure that such installations and equipment are switched off at times when they do not need to be switched on, or when there are no agreements, regulations or rules that specify otherwise. Tenant shall ensure that the lighting in the property is switched off outside office hours and/or operating hours.
 - b. Parties shall maintain all energy-consuming equipment located in or around the property and adjust all equipment settings so that the equipment functions as efficiently and economically as possible.
 - c. Tenant shall ensure that water use in the property shall be kept to a minimum. If and to the extent that Tenant uses equipment in the property for the purposes of water supply or equipment that uses water, he shall ensure that these are economical in their use of water and energy.
 - d. As far as possible, Tenant shall sort waste. Where possible, paper, organic waste, plastic and/or chemical waste will be separated from other waste. Tenant shall encourage his staff to use as little paper as possible and accepts his responsibility for preventing litter and waste outside the property and around the waste storage area.
 - e. Where possible, Tenant shall point out to his staff and other parties who are in the property on Tenant's behalf the importance of improving sustainability and complying with the principles laid down in this document.
 - f. Tenant shall encourage his staff to commute by car-pooling or by using environmentally friendly means of transport (e.g., bicycle or public transport).
 - g. Landlord would regard favourably any wish on the part of Tenant to install electric car charging points, and will cooperate in their installation, providing this is economically, technically, physically and/or logistically feasible. The installation of said charging points will preferably be arranged by Landlord, and will, along with the actual use and maintenance (including replacement), be at the expense and risk of Tenant.
4. This declaration is valid for the whole period of the tenancy of the property (including renewals). The declaration does not form part of the tenancy agreement itself, and in the event of sale of the property or the complex in which the property forms a part it will not be binding on the buyer of the property. However, Landlord shall do his best to encourage the new owner to enter into a similar agreement with Tenant. In the event of substitution, re-letting, subleasing or otherwise making the property available for use, Tenant shall oblige the substituted tenant, subtenant or user to comply with the contents of this agreement. Landlord can reasonably refuse to agree to substitution, re-letting or subleasing (with appurtenances) if the subsequent tenant, subtenant or user is not prepared to comply.

Signed in _____ <number>-fold at _____ <City> on _____ <Date>

Tenant

Landlord
