



Channel Islands Commercial leases compared

For clients seeking to lease property in both Jersey and Guernsey, understanding the differences and similarities in commercial leases from the outset is invaluable. Whether you are a local business expanding your operations or an international investor seeking opportunities, this document aims to compare five key aspects of how commercial leases work in each island.

5 things to know about leasing commercial property in Jersey



Leases for a period in excess of nine years are passed before the Royal Court on Friday afternoons and are an immovable property interest. Leases for 9 years or less are a personal right (movable property) and are not required to be passed before the Royal Court



A tenant of commercial premises has no security of tenure and no right to remain in the premises after the term has expired, albeit a court order must be obtained to force an over-staying tenant to leave the property



Jersey leases terminate automatically at the expiry of the lease or if earlier, by agreement between the parties. Where a tenant remains in occupation and the landlord accepts rent a new lease is implied, to be on substantially the same terms as the previous one, save for the term and any guarantee provisions



The terms of an assignment of a lease are as stated in the lease whereby most will require the prior consent of the Landlord



Stamp Duty on new contract leases and on the assignment of an existing lease is calculated by multiplying the annual rent by the length of term (subject to maximum multiplier of 21) with any premium added in. Stamp Duty is not payable on paper leases



Laura Shirreffs
Senior Associate
Jersey
+44 1534 514096

laura.shirreffs@ogier.com

5 things to know about leasing commercial property in Guernsey



Leases are not an immovable property interest but a personal contract. They are not required to be passed before the Royal Court



A tenant of commercial premises has no security of tenure and no right to remain in the premises after the term has expired, albeit an eviction order must be obtained to force any occupier to leave the property



Guernsey leases terminate automatically at the expiry of the lease or if earlier, by agreement between the parties. Where a tenant remains in occupation and the landlord accepts rent a new lease is implied, to be on substantially the same terms as the previous one



The terms of an assignment of a lease are as stated in the lease whereby all will require the prior consent of the Landlord



Guernsey leases are not currently subject to document duty



Martyn Baudains
Partner
Guernsey
+44 1481 752217

martyn.baudains@ogier.com