

LR1. Date of lease	Date in full>>
LR2. Title number(s)	Landlord's title number(s) Landlord's title number(s) out of which this lease is granted. (If not registered, enter the Landlord's title number(s))>> Other title numbers Other title number(s) against which entries of lease have been referred to in LR9, LR10, LR11 and LR13 have been made. Other title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of each party. For Scottish companies enter SC prefix and for limited liability partnerships enter an OC prefix. For foreign companies enter the territory in which incorporated.</i>	Name of Landlord>> Address of Landlord>> Company number>> Name of Tenant>> Address of Tenant>> Company number>> Name of Guarantor (if any)>> Address of Guarantor>> Company number>> Other parties Name of other party, for example "agent company", "guarantor", etc. Name of other party>> Address of other party>> Company number>>
LR4. Property <i>Insert a full description of the property being leased or refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described.</i> <i>Where there is a letting of part of the property, a plan must be attached to the lease showing any floor levels must be specified.</i>	Resolution of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail. Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>>

SAMPLE

<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions which do not apply to this lease.</i></p>	<p><i>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide to, here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><i>including commencement date>></i></p> <p><i>including expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</i></p>

STAMP

	tenant's covenant to (or offer to) this lease
	Landlord's contractual rights to acquire
LR10. Restrictive covenants given by the Landlord in respect of the Property other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of this lease in this lease which contains the provisions.</i>	
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	Easements granted by this lease for the benefit of the Property Easements granted or reserved by this lease for the benefit of the Property for the benefit of other
LR12. Estate rentcharge burdened on the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is entered. If you wish to apply for more than one standard form of restriction, you must apply for each of them, and you must set out the title against which it is applying against which title and the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</i>	

LR14. Declaration of trust where there is more than one person comprising the Tenant

If the Tenant is one person, omit the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statements.

... is more than one person. They are to hold the Property on trust for themselves as joint tenants.

... is more than one person. They are to hold the Property on trust for themselves as joint tenants in equal shares.]

... is more than one person. They are to hold the Property on trust <<Complete as appropriate>>]

1. Definitions and Interpretation

1.1 In this Agreement, the following terms shall have the following meanings:

... text otherwise requires, the following

'Act of Insolvency'

means:

(a) the making of a voluntary arrangement or a compromise or arrangement for the benefit of any creditor of the Tenant or any guarantor;

... connection with any voluntary arrangement or arrangement for the benefit of any creditor of the Tenant or any guarantor;

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

... on for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

(c) the making of an application to appoint an administrator, or the making of an appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

... intention to appoint an administrator, or the making of an appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

(d) the receipt of a dividend by a receiver or manager or an administrative receiver in respect of the property or income of the Tenant or any guarantor;

... receiver or manager or an administrative receiver in respect of the property or income of the Tenant or any guarantor;

(e) the making of a voluntary winding-up in respect of the Tenant or any guarantor except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which no statement of solvency has been filed with the Registrar of Companies;

... voluntary winding-up in respect of the Tenant or any guarantor except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which no statement of solvency has been filed with the Registrar of Companies;

(f) the making of a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

... winding-up order or a winding-up order in relation to the Tenant or any guarantor;

(g) the making of an application to remove the Tenant or any guarantor from the Register of Companies or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

... t or any guarantor from the Register of Companies or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

(h) the making of an application for the winding-up of the Tenant or any guarantor otherwise ceasing to exist (but not including an application for the winding-up of the Tenant or any guarantor dies); or

... ntor otherwise ceasing to exist (but not including an application for the winding-up of the Tenant or any guarantor dies); or

(i) the making of an application for a bankruptcy order, the

... cation for a bankruptcy order, the

- (a) keep the Premises in accordance with the Landlord's obligations;
 - (b) insure the Premises against fire and theft;
 - (c) insure the Premises against third party liability; and
 - (d) obtain and maintain adequate insurance for the Premises for insurance purposes from time to time;
- and:

- (e) the amount of any deductible under any insurance policy shall incur in reinstating the Premises damaged by an Insured Risk;
- (f) a sum of money that the insurers refuse to pay following an Insured Risk to the Premises because of the Insured Risk to act; and
- (g) any premium that the insurers may require as a condition of retention of any permitted use of any lawful occupier's use of the Premises.

‘Insured Risks’

means (but is not limited to) fire, lightning, explosion, subterranean fire), lightning, explosion, storm, windstorm, landslide, heave, earthquake, burst or overflow, subsidence, or apparatus, impact by aircraft or other aerial device, impact by falling objects, impact by vehicles, terrorism, and malicious damage to the extent, in each case, as is generally available on normal commercial terms in the market at the time the insurance is taken out, and any time to which the Landlord reasonably insures from time to time to any excesses, limitations and exclusions;

‘Interest’

means the rate of interest on outstanding payments (e.g. two per cent above the base rate for the time being of Barclays Bank plc or that bank ceases to exist) as determined by the Landlord to the Tenant;

‘Landlord’

includes the Landlord and the immediate reversion to this Lease;

‘Landlord’s Neighbouring Property’

means the property owned by the Landlord near to the Premises;

‘Open Market Rent’

means the rent which the Premises as a whole might be expected to fetch on the open market on the Relevant Review Date by a willing landlord to a willing tenant with vacant possession and without any other terms or conditions other than those of the lease for a term equivalent to the [Term][residue of the term] or (if the term then remaining is less than five years) but starting on the Relevant Review Date;

- (a) that the Premises are to be used for immediate occupation and use and are to be fully restored;

(b) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

(c) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

(d) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

and on the provisions of the Lease (including the provisions for review of rent) other than:

(a) the Lease;

(b) any concession or any other inducement to the grant of this Lease;

(c) any other concession or any other inducement to the grant of this Lease; and

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there be

(a) the Lease;

(b) any concession or any other inducement to the grant of this Lease;

(c) any concession or any other inducement to the grant of this Lease; and

(d) any concession or any other inducement to the grant of this Lease;

(e) any concession or any other inducement to the grant of this Lease;

(f) any concession or any other inducement to the grant of this Lease;

'Permitted Use'

[ENGLAND]
the Town and Country Planning (Use Classes) Order 1987;
OR

[WALES]
Town and Country Planning (Use Classes) Order 1987];

'Premises'

means the Premises as defined in paragraph LR4 at the beginning of this Lease and any fixtures and fittings in the Premises (other than those which are not part of the Premises);

with the Tenant's obligations in this Lease; and that there has been a material or substantial change in the use of the Premises (other than the use for which the Landlord has complied with the provisions of this Lease);

may be used for the uses permitted by this Lease;

the Lease the willing tenant will, at the end of the term of the Lease, be entitled to a concession or any other inducement to the grant of this Lease for a period of three months or more and that the Open Market Rent will become payable after the end of that period of that inducement;

shall contain the same terms and conditions as the Lease (including the provisions for review of rent) other than:

(a) the Lease;

(b) any concession or any other inducement to the grant of this Lease;

(c) any concession or any other inducement to the grant of this Lease; and

on rent of:

any lawful sub-tenant or their respective predecessors in occupation of the Premises;

Premises due to the carrying on there of a business or any lawful sub-tenant (whether by the Tenant or any predecessor in such business);

tenant or any other party with a special right to occupy the Premises by reason of its occupation of the Premises;

carried out during the Term by the Tenant or any predecessor in title or lawful title; and

able to works that have been carried out by the Tenant or any predecessor in title or lawful title;

able to any temporary works, operations or other works on the Premises;

as a restaurant within use class E(b) of the Town and Country Planning (Use Classes) Order 1987];

as a restaurant within use class A3 of the Town and Country Planning (Use Classes) Order 1987];

paragraph LR4 at the beginning of this Lease and any fixtures and fittings in the Premises (other than those which are not part of the Premises);

‘Rent’	means <<insert>> by this Lease;
‘Rent Commencement Date’	means <<insert>> first to be paid>>;
‘Rent Days’	means <<insert>> [September and 25 December] in each year;
‘Review Date’	means <<insert>> the years <<years>>] and "Relevant Review Date" accordingly;
‘Surveyor’	means <<insert>> from time to time appointed by the Landlord;
‘Tenant’	includes <<insert>> assigns;
‘Term’	means <<insert>> paragraph LR6 at the beginning of this Lease <<insert>> or continuation of it or period of holding;
‘Title Matters’	means <<insert>> out in the following documents: <<insert>> list of documents <<insert>> landlord's title to the Premises>>;
‘Underletting Requirements’	<p>means <<insert>></p> <p>(a) that <<insert>> rent not less than the then open market rent <<insert>> in advance on the Rent Days;</p> <p>(b) that <<insert>> sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995;</p> <p>(c) that <<insert>> for a fine or premium or a reverse premium;</p> <p>(d) that <<insert>> give the undertenant a rent free period (excluding <<insert>> able to allow for any fitting out);</p> <p>(e) that <<insert>> provisions for change of use and alterations <<insert>> those in this Lease;</p> <p>(f) that <<insert>> provisions for review of the rent <<insert>> on the basis and dates on which the rent is payable under this Lease;</p> <p>(g) that <<insert>> provisions prohibiting dispositions of or subletting of the premises other than an assignment <<insert>> then only with the prior written consent of the Landlord;</p> <p>(h) that <<insert>> a direct covenant from the undertenant to perform all the tenant's covenants in this Lease;</p> <p>(i) that <<insert>> provisions requiring the undertenant to pay <<insert>> of the Insurance Rent and other</p>

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e any document supplemental or
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- 1.4 The headings in this Lease are for convenience only and shall not affect its interpretation.

2. Demise and Rent

- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to the same) the rights set out in the First Schedule, except insofar as they are reserved for the benefit of the Landlord's Neighbouring Premises, and subject to the Title Matters set out in the Second Schedule, and subject to the provisions of this Lease.

- 2.2 The Tenant must

- 2.2.1 pay the Annual Rent in advance by bankers' standing order (or by any other method which the Landlord so requires) on the Rent Days, the first of which shall be the date of this Lease for the period beginning on the Commencement Date and ending on the day before the day on which the Term expires;

- 2.2.2 pay Insurance Rent;

- 2.2.3 pay any other Rent payable by the Tenant to the Landlord under this Lease; and

- 2.2.4 pay any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1 The Tenant covenants

- 3.1.1 To pay the Rent to the Landlord in the manner stated without any set-off or counterclaim unless required by law.

- 3.1.2 If any sum of Rent is unpaid for more than <<maximum number of days the Rent may be in arrears e.g. 7 days>> (whether or not the Landlord has demanded the Rent) and the Landlord refuses to accept rent so payable, the Tenant must on demand pay Interest (at the rate of <<interest rate>> per annum in arrears) calculated on a daily basis on the amount of Rent so payable from the due date until the date on which payment is made.

- 3.1.3 To pay or discharge all rates, taxes, and other financial impositions charged on the Premises.

- a) tax (including stamp duty) payable; and

- b) any other sum payable by the Landlord's dealing with its own interests.

- 3.1.4 To pay or discharge all charges incurred relating to the Premises, including but not limited to surface water drainage, electricity, oil, gas, water, telephone, telegraph, communications, internet, data

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supplies or utilities supplied to the
(charges and meter rents).

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damage results from any of the risks
insured under Clause 4.1.2 unless
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mistaken belief that the possessions

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- c) the the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Tenant
- 3.1.12 To permit the Landlord or Surveyor to enter the Premises and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or its agent) written notice of any repairs or maintenance which it is required to carry out or of any other failure by the Tenant of its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.12 b) within a period of two months from the date of the notice
- b) if the Landlord or Surveyor gives to the Tenant (or its agent) written notice in accordance with clause 3.1.12 a), to permit the Tenant to enter the Premises and carry out the works at the expense of the Tenant (or its agent) and to pay to the Landlord on demand (or to the Landlord's solicitor) the proper expenses of such works (including the costs of the Landlord's solicitor, Surveyor's and other fees).
- 3.1.13 To allow the Landlord or Surveyor to exercise any right to enter the Premises to inspect the Premises, to employ contractors, agents and professional advisers at any reasonable time (whether or not during business hours) and, except in the case of an emergency, to give the Tenant reasonable notice (which need not be in writing) to do so
- 3.1.14 To pay to the Landlord and on an indemnity basis all costs, charges, expenses (including legal costs and professional fees) properly incurred by the Landlord or Surveyor in connection with the exercise of any of the above rights of the Landlord or Surveyor:
- a) the costs of the Landlord or Surveyor in connection with the enforcement of the covenants of this Lease;
- b) any costs incurred by the Landlord or Surveyor in connection with the enforcement of the obligations in this Lease, including the costs of the Landlord or Surveyor in connection with the notice under section 146 of the Law of Property Act 1925;
- c) any costs incurred by the Landlord or Surveyor in connection with the enforcement of the obligations of the Tenant for consent under this Lease, whether or not the consent is withdrawn or consent is granted or refused where the Landlord is required to give consent where the Landlord unreasonably refuses to give consent;
- d) [carrying out the works on the Premises to improve their condition, where the Tenant in its absolute discretion is of the opinion that the Landlord doing so;] and
- e) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.
- 3.1.15 With regard to the condition of the Premises at the end of the Term, the Tenant shall be bound to make good the same to the satisfaction of the Landlord or Surveyor.

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises as sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous purpose, or for any business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of 9.00am to 5.00pm on Mondays to Fridays (and not on bank holidays or public holidays)].

3.1.16 With regard to:

- a) not to use the Premises in any adjoining premises;
- b) not to make any structural alterations to the Premises;
- c) [not to make any alterations to the Premises which would, or may have an adverse effect on the asset performance Certificate commissioned in connection with the Premises];
- d) [save in accordance with clause 3.1.17 below,] not to make any alterations or additions of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be withheld or delayed).

3.1.17 [The Tenant shall not, without the prior written consent of the Landlord, erect, alter or remove any partitioning or other structure which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the Premises or have an adverse effect on the performance of the Premises and which shall be subject to the Tenant:

- a) giving the Landlord at least <<notice period given to Landlord for carrying out any such works>> notice in writing of any such works;
- b) carrying out any such works in good and workmanlike manner and in accordance with any permission, consent or approval required;
- c) reinsuring the Premises in their former state and condition on or before the date of completion of the works if the Landlord by notice in writing requires the Tenant to do so; and
- d) informing the Landlord of the cost of any alterations or additions carried out by the Tenant except any which are trade or tenant's fixtures and fittings and so that the Landlord may, if practicable and so that the Landlord is not unduly burdened, be able to effect any necessary increase in the sum insured of the Premises are insured unless the Tenant has agreed otherwise in writing.]

- 3.1.18 In all cases, the Tenant shall comply with the Construction (Design and Management) Regulations 2007 (CDM Regulations) in relation to any works carried out to the Premises and shall obtain the necessary consent is required for them under this Lease, and shall provide the Landlord with a copy of the Health and safety file upon completion of the works.
- 3.1.19 Not to erect any sign or advertisement on the outside of the Premises or on any wall or fence outside the Premises other than a sign showing the name in the position specified by the Landlord, subject to that sign being of a size, of a material and in a position approved by the Landlord and at the end of the term of the Lease to remove any sign and make good any damage caused to the Premises by the sign.
- 3.1.20 With regard to the use of the Premises in respect of the Premises:
- to comply with the requirements of the CDM Regulations in relation to the Premises or to the Tenant's use of the Premises;
 - with the Landlord, to take all necessary steps to comply with the requirements of the CDM Regulations in connection with the Premises and to take any other action which the Landlord acting reasonably may require;
 - not to use the Premises for any purpose without the prior written consent of the Landlord;
 - to comply with all permissions relating to or affecting the Premises;
 - to comply with the requirements of the Construction (Design and Management) Regulations 2007 (CDM Regulations) in relation to the Premises and to give the Landlord a copy of the Health and safety file upon completion of the works;
 - to keep the Premises in good repair and to maintain the Premises in good repair and to allow the Landlord to inspect it from time to time;
 - to notify the Landlord immediately of any defect or disrepair in the Premises and to make good any damage caused to the Premises under the Lease;
 - not to use the Premises for any purpose without the prior written consent of the Landlord to apply for an EPC in respect of the Premises.
- 3.1.21 Not to acquire any easements or rights over the Premises or any part of the Premises which may result in the acquisition of a right or interest in the Premises.

- a) the Tenant shall not assign the Lease to the Landlord; and
- b) the Tenant shall not assign the Lease to the Landlord in any way that the Landlord requires in writing, provided that the Landlord meets the conditions set out in the Lease and that the assignment is not adverse to the Tenant's business interests.

3.1.22 With regard to the Premises:

- a) not to let the Premises on a lease or trust for another;
- b) not to let the Premises be occupied by the whole or any part of the Premises;
- c) not to let the Premises be used for any purpose or occupation of the whole or any part of the Premises;
- d) not to let the Premises be used for any purpose or occupation of the whole or any part of the Premises;
- e) not to let the Premises be used for any purpose or occupation of the whole or any part of the Premises;
- f) not to let the Premises be used as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions set out in clause 3.1.23;
- g) not to let the Premises be used for any purpose or occupation of the whole or any part of the Premises; and
- h) not to let the Premises be used as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent impose one or more of the Underletting Requirements set out in clause 3.1.23.

3.1.23 The conditions of the Premises shall be such as to impose in relation to an assignment of the Lease:

- a) that the Tenant shall not assign the Lease to anyone who, immediately before the assignment, is not either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;
- b) that the Tenant shall not assign the Lease to anyone who, immediately before the assignment, is not a guarantor of the Tenant's covenants in this Lease (an "Authorised Guarantor") in such form as the Landlord may require in writing;
- c) that the Tenant shall not assign the Lease to anyone who, in the Landlord's reasonable opinion of the facts, is not able to enable it to comply with the conditions contained in this Lease;
- d) that the Tenant shall not assign the Lease to anyone who, in the Landlord's reasonable opinion of the facts, is not acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may require in writing.

e) that the Tenant shall provide a rent deposit deed in such form as the Landlord may require with the Landlord providing for a period of not less than <<e.g. six>> months' Annual Rent (plus interest at the date of the assignment) as security for the performance of the tenant's covenants in this Lease and for the return of the deposit; and

f) that the Tenant shall pay the Annual Rent or any other sums due under this Lease and that any material breach of this Lease has been remedied.

3.1.24 To permit the Landlord at any time during the Term to enter the Premises for the purpose of showing a suitable part of the Premises a notice in writing to the Tenant to allow potential tenants and buyers to view the Premises at such times (accompanied by the Landlord or its agent).

3.1.25 With regard to

a) to co-operate with the Landlord's insurers and not to do anything which could invalidate any insurance; and

b) if the Tenant is required to do anything which increases any premium payable by the Landlord to repay the Landlord on demand.

3.1.26 To pay VAT on any taxable supplies made to the Tenant in connection with this Lease due date for making any payment or, if earlier, the date the supply is made for VAT purposes.

3.1.27 Where the Tenant pays the Landlord or in connection with this Lease, to pay the Landlord any sum by way of a refund or reimbursement of any VAT incurred on that sum by the Landlord except to the extent that the Landlord or the Tenant has paid such VAT under the Value Added Tax Act 1994.

3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, costs, charges, expenses, liabilities, losses, and damages incurred in defending or settling any action, or in respect of any personal injury or death, or in respect of any right arising from:

a) the use of the Premises or the Tenant's use of the Premises;

b) the exercise of the Tenant's rights; or

c) the operations of the Tenant.

3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall be entitled to set off by the indemnity in clause 3.1.28, the

- a) give notice of the claim as soon as reasonably practicable of the claim as soon as reasonably practicable of it;
- b) provide information and assistance in relation to the claim as the Landlord may reasonably require, subject to the Tenant's cost and all costs incurred by the Landlord in providing such assistance; and

- c) mitigate the Landlord's cost) where it is reasonable for the Landlord to do so.

3.1.30 To comply with the provisions set out in the Third Schedule and any other reasonable requirements made by the Landlord from time to time in the interest of the Premises and management.

3.1.31 To pay or contribute towards a fair proportion (to be determined by the Landlord) of the costs and expenses properly incurred by the Landlord in the carrying out, replacing, maintaining, cleansing and (where necessary) repairing any Conduits, structures or other items which are or may be of being used by the Premises in connection with the Lease.

3.1.32 Within 21 days of the completion of the Premises, the Tenant (or any person) to provide to the Landlord a copy of the relevant document together with any relevant registered titles to the Landlord.

3.1.33 If this Lease is subject to compulsory registration at the Land Registry, the Tenant shall cause this Lease to apply to the Land Registry and once the registration has been completed, the Tenant shall provide a copy of the relevant titles to the Landlord.

3.1.34 At the end of the Lease and on the completion of the Lease, the Tenant shall deliver to the Landlord the original of this Lease and any other documents as the Landlord reasonably requires in order to remove entries in relation to it from the Land Registry.

3.1.35 To notify the Landlord of any guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure the guarantor to execute a deed of guarantee in the same terms as the original deed of guarantee.

4. Landlord's Covenants

4.1 The Landlord covenants

4.1.1 Subject to the Tenant complying with the provisions of this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord or any person claiming under or in trust for the Landlord.

4.1.2 To insure the Premises (including any plate glass at the Premises) against the risks of fire, theft and other insured Risks for the full reinstatement value, including any sums and incidental expenses, debris

removal,
obligation

a) to insure the Premises in the London insurance market on terms no less favourable to the Landlord; and

b) to satisfy any conditions or limitations as the insurers may impose.

4.1.3 Subject to the Tenant obtaining any necessary planning and other consents, to use the Premises for any purpose other than for loss of rent) to repair the damage caused by fire or other cause has been received or (as the case may be) to repair the damage. The Landlord shall not be obliged to:

a) provide a replacement Premises identical in layout or design so long as the replacement Premises is of equivalent value to that previously at the Premises;

b) repair the Premises if the Tenant has failed to pay any of the Insured Sum;

c) repair the Premises after a notice has been served pursuant to clause 4.2.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. On giving notice this Lease shall determine. The Tenant shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any loss of rent (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and Agreements

5.1 The parties agree that:

5.1.1 any rent payable by the Tenant shall be paid in advance and no time rent is allowed to be in arrears and no interest shall be payable on any sum due (whether formally demanded or not); and

5.1.2 the Tenant shall not assign the Lease or sub-lease the Premises without the prior written consent of the Landlord;

5.1.3 there is no obligation on the Landlord to insure the Premises;

the Landlord may, at any time, require the Tenant to insure the Premises (or any part of them) at any time after the date of completion of this Lease. This requirement shall not affect any right or remedy available to the Landlord.

5.2 If the Premises become unfit for occupation for a continuous period of more than 30 days as a result of any insurance money payable from the Tenant, the Tenant shall be liable to pay to the Landlord, as a proportion of it will cease to be available for occupation or use by the Tenant, until the Premises are again fit for occupation or use by the Tenant, whichever is the longer period.

- 5.3 Nothing in this Lease shall affect the right to enforce, or to prevent the release or modification of, any covenants, rights or conditions to which any adjoining premises are subject.
- 5.4 The parties agree that a party to this Lease has no right arising solely by virtue of the (Rights of Third Parties) Act 1999 to enforce any term of this Lease.
- 5.5 The Tenant acknowledges that the use of the Premises in this Lease constitutes or shall constitute a representation that the Premises may lawfully be used for any purpose.
- 5.6 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord.

6. Notices

- 6.1 Any notice given under this Lease must be in writing and sent by pre-paid post, by hand delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address in the United Kingdom which the recipient has specified as its address for service by giving written notice under this clause 6.
- 6.2 A notice served under this clause 6.2 must be served on:
- 6.2.1 a company registered in the United Kingdom at its registered office;
 - 6.2.2 a person or persons domiciled in a country outside the United Kingdom at the address for service in the United Kingdom specified in the deed or document to which they are a party or, if no such address has been given at their last known address;
 - 6.2.3 anyone else at any postal address in the United Kingdom at any time for the registered proprietor or other person named in paragraph LR2.1 at the beginning of this Lease or, if no such address is given, at its last known address in the United Kingdom;
 - a) in the case of a company, at the Premises;
 - b) in the case of a person or persons, at the address of that party set out in the deed or document to which they gave the guarantee; and
 - c) in the case of anyone else, at their last known address in the United Kingdom;
- 6.3 Any Notice given under this clause 6.2 shall be deemed to have been served on the second working day after the date of posting, by first class post or special delivery or at the recipient's address if delivered to or left at that address.
- 6.4 If a notice is treated as having been served on a day that is not a working day or after

- 5:00PM on a v
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- 6.5 Service of a no
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7. **[Termination by Land**
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8. **[Termination by Tena**
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9. **[Guarantor's Covenan**
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- 9.1.3 Covenan
- reated as served at 9:00AM on the
- ot a valid form of service under this
- at any time [after <<insert date>>] by
nce period to terminate lease e.g. 3 or
ct at any time.
- this will not affect the rights of any
n in this Lease.
- all payments of Rent that relate to a
se.]
- at any time [after <<insert date>>] by
notice period to terminate lease e.g. 3
fect at any time.
- g a notice given by the Tenant if the
up to the date of determination and
and leaves behind no continuing
- personal to the Tenant named in
Lease and will end on the date of the
the Lease or on the date when that
- this will not affect the rights of any
n in this Lease.
- all payments of Rent that relate to a
se.]
- the Tenant will comply with all the
lease. If the Tenant defaults, the
and comply with those obligations;
- primary obligor, and separate to the
to indemnify the Landlord against all
enses caused to the Landlord by the
ents or comply with the Tenant's
any supplemental documents to this
- as primary obligor to indemnify the

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effect of impairing, compromising or
ons of the Guarantor in this clause 9.

9.2 If the Landlord notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days, do either:

9.2.1 at the cost of the Guarantor (including payment of the Landlord's costs) do either of the Premises:

a) for a period of 3 months having effect on the date of the disclaimer or for the Tenant being struck off the register;

b) ending this Lease would have ended if the disclaimer or striking-off had not happened;

c) at the same rate as the rents payable;

d) continue on the term commencement date of the next rent review under this Lease that falls before the next rent review date that has not been reviewed as at the date of the disclaimer;

e) continue on each Rent Review Date under this Lease from the term commencement date of the next rent review;

f) other terms and conditions as this Lease; or

9.2.2 pay the Landlord the rents, any outgoings and all other sums due under this Lease that would be payable if the Lease had not been forfeited, together with the amount equivalent to the total of the sums due under this Lease that would be payable for a period of 6 months following the disclaimer,

9.3 If clause 9.2.2 applies, then, on completion of the payment in full, the Landlord must release the Tenant from all obligations under this clause 9 (but not in relation to any prior breaches).

9.4 The Guarantor's obligations under this clause 9 are discharged by:

9.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;

9.4.2 any variation of the terms of the Lease (not that a surrender of part will end the effect of the surrendered part);

9.4.3 any right of the Landlord to claim that the Tenant or the Guarantor may have breached the Lease.

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- 9.4.4 any death or change in the constitution or status of the Tenant or of any other person who is liable, or of the Landlord;
- 9.4.5 any amalgamation, reconstruction or other business reorganisation of any party with any other person, any change of control of the whole or any part of the assets or liabilities of any party or any other person;
- 9.4.6 the existence of a winding up or liquidation in relation to the Guarantor or of an Act of Insolvency in relation to the Guarantor;
- 9.4.7 anything done or omitted to be done by the Landlord by deed.
- 9.5 The Guarantor shall not be in competition with the Landlord in the event of the insolvency of the Guarantor. The Guarantor shall not take any security, indemnity or other benefit from the Landlord in respect of the Tenant's obligations under this Lease.
- 9.6 Nothing in this Lease shall create any liability on the Guarantor that exceeds the liability which would have been incurred had it been the tenant of this Lease.]
- 10. Applicable Law and Jurisdiction**
- 10.1 This Lease and the obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 10.2 Subject to clause 10.1, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 10.3 Any party may bring proceedings in relation to this Lease, including in relation to any non-contractual obligations, before the courts of England and Wales, including in relation to any non-competent jurisdiction.

THIS LEASE has been executed and entered into by and between the parties on the day on which it has been dated

[Execution clauses for landlord]

Executed as a deed by affixing the common seal of
<<Landlord's Name>>
in the presence of

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Landlord's Name>>
acting by [a director and its
secretary] [two directors]

OR (alternative company execution)

Executed as a deed by
<<Landlord's Name>>
acting by a director in the
presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by the landlord)

Signed as a deed by
<<Landlord's Name>>
in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

Executed as a deed by affixing
the common seal of
<<Tenant's Name>>
in the presence of

Director

Director/Secretary

OR (alternative company execution)

signature:

Director

signature:

[Director][Secretary]

signature:

Director

(al)

<<Affix seal here>>

Executed as a deed by
<<Tenant's Name>>
acting by [a director and its
secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

Executed as a deed by
<<Tenant's Name>>
acting by a director in the
presence of

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by a director in the presence of a witness)

Signed as a deed by
<<Tenant's Name>>
in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarantors]

Executed as a deed by affixing
the common seal of
<<Guarantor's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Guarantor's Name>>
acting by [a director and its
secretary] [two directors]

OR (alternative company execution)

Executed as a deed by
<<Guarantor's Name>>
acting by a director in the
presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the Guarantor is an individual)

Signed as a deed by
<<Guarantor's Name>>
in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Signature: _____

Director

Signature: _____

[Director][Secretary]

Signature: _____

Director

First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, internet, data communications and similar supplies or utilities.
2. The right to support and use any services from any adjoining premises owned by the Landlord.
3. [The right in common with others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles from the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - c) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over the Landlord's Neighbouring Property or any part of it by virtue of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* or otherwise.]

Second Schedule to the Lease of the Premises to the Landlord

1. The right to the pass over the Premises for the purpose of, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and other services from and to any adjoining or neighbouring premises.
2. The right to enter the Premises for the purpose of:
 - a) review or measure the performance of the Premises including to install and to monitor the performance within or relating to the Premises and to prepare an EPC;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is carried out without entry onto the Premises, the right to enter the Premises for the purpose of:
 - a) build on or into any part of the Premises or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any part of the Premises.
4. [Where the Tenant (if the Tenant consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises for the purpose of:
 - a) give the Tenant at least 24 hours' prior notice (except in the case of emergency, when the notice is not practicable);
 - b) observe the Tenant's performance of the Premises by the Tenant's representative (if available);
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to observe the Tenant's performance of the Premises, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work;
 - h) remain upon the Premises for as long a period as is reasonably necessary; and

- i) where reasonably necessary, a right to use the Premises for any rights outside the normal business hours of the Premises;
6. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof for the Landlord may require.]
7. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Tenant is to do so) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of traffic or these works interfere with the flow of light and air to the Premises, and provided that in connection with those works to underpin the Premises, the Landlord:
- giving the Tenant due notice of the works to be carried out;
 - consulting with the Tenant in relation to the prevention of potential interference;
 - taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - taking into consideration the quality of construction and workmanship;
 - taking reasonable steps to prevent interference to the Premises by noise, dust and vibration (and in relation to this, considering the Tenant's suggestions for limiting any interference);
 - making good any physical damage to the Premises or its contents.
8. The right, where necessary, to place scaffolding and other equipment onto the Premises and to use the same for or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises made good;
 - the scaffolding caused no obstruction to the entrance to the Premises;
 - the scaffolding does not display any signs or notices (except for any health and safety notices) and does not obstruct or interfere with the display of any sign (except for any health and safety notices) unless the Tenant has consented to its display; and
 - if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall, at the request of the Tenant (and at the Landlord's expense) display a sign (approved by the Landlord) on the exterior of the Premises in front of the Premises so that it is visible to the public.
9. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon or restricting any neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.
10. The right to support and maintain any building or structure from the Premises.
11. All rights of light or air which now exist or that might (but for this

reservation) be acquire

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1. Not without the Landlord's written consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or registration required to be obtained in connection with the use of the Premises for the purpose of the business in question and to provide the Landlord with a copy of the application and the decision of the relevant authority in writing accompanied by all information required to be provided to the relevant authority and to ensure that the material in question is stored and handled in accordance with relevant health and safety regulations.
3. To maintain high standards of cleanliness in the Premises used for the purpose of the business and to avoid all health hazards in parts of the Premises used for the purpose of the business, display, service and consumption of food.
4. To obtain, maintain and renew any licence or registration which is required in connection with the use of the Premises for the purpose of the business (including any licence under the Licensing Act 2003) and to comply with the conditions of the licence or registration and all laws and regulations relating to the use of the Premises for the purpose of the business.
5. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the Food Hygiene Regulations 2012 at the Premises.
6. Not to obstruct the movement of vehicles or goods in or out of the Landlord's Neighbouring Property.
7. No vehicles may be parked on the Premises or remain in any service area within the Landlord's Neighbouring Property for a longer period than is reasonably necessary for the purpose of the business and no vehicles may remain on the Premises for more than 24 hours.
8. No mat, brush or mop may be placed outside the Premises nor shall anything be placed on the pavement or footway adjacent to the Premises.
9. Not to place harmful, toxic or offensive waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and to ensure that the bins are kept clean and free from litter.
10. Not to overload any structure or part of the Premises nor any machinery or equipment on the Premises.
11. No blind should be fitted to the Premises without the previous written consent of the Landlord.
12. Not to place or expose anything on the Landlord's Neighbouring Property any goods or materials on the Premises or in the Landlord's Neighbouring Property.

Fourth

Now Provisions

1. The Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as at the Relevant Review Date. The amount of the Annual Rent payable from that date shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as at the Relevant Review Date.
2. The Landlord and the Tenant shall, before each Review Date but not later than three months before the Open Market Rent shall not have been unconditionally agreed, the Landlord may at any time thereafter (whether before or after the Relevant Review Date) require that the determination of the Open Market Rent be referred to an Independent Expert provided that if the parties do not so agree the determination of the Open Market Rent will be referred to an Independent Expert.
3. The Independent Expert shall:
 - 3.1 act as an expert;
 - 3.2 invite the Landlord and the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Landlord and the Tenant an opportunity to make counter proposals;
 - 3.4 give written reasons for his determination which will be binding on the parties.
4. The Independent Expert's determination shall be borne between the Landlord and the Tenant in such proportions as the Independent Expert shall determine or in the absence of such determination equally between the Landlord and the Tenant.
5. If the Open Market Rent is determined by any Relevant Review Date:
 - 5.1 the Tenant shall pay the Open Market Rent as at the date when the Open Market Rent has been ascertained before the Relevant Review Date at the yearly rate payable for the Relevant Review Date;
 - 5.2 the Tenant shall pay the Open Market Rent actually payable from such Relevant Review Date. If the Landlord will demand the difference (if any) between the amount actually paid and the amount that would have been payable if the Open Market Rent had been ascertained before the Relevant Review Date;
 - 5.3 the Tenant must pay the difference to the Landlord within 10 working days after that demand is made. Interest on the amount calculated on a daily basis at the rate of Barclays Bank plc shall be payable on that difference from the date on which each instalment of that difference becomes payable to the date of payment. If not paid, the difference shall be treated as rent in arrear.
6. When the Open Market Rent is determined pursuant to the provisions of this Schedule, the Landlord shall complete a memorandum (in duplicate) of the yearly amount of the Open Market Rent under this Lease from the Relevant Review Date and the memorandum shall be signed by or on behalf of the Landlord and the Tenant respectively.
7. Time is not of the essence in relation to any steps under this Schedule.