

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities, see the Landlord and Tenant (Overseas Entities) Regulations 2015.</i> <i>a) The territory of incorporation or residence of the party.</i> <i>b) The overseas company's registered office in the UK, if it has one, and the Tenant's principal place of business in the UK, if it has one, for the purposes of the Landlord and Tenant (Overseas Entities) Regulations 2015. If the Landlord is an overseas entity, its registered office in the UK, if it has one, and the Tenant's principal place of business in the UK, if it has one, for the purposes of the Landlord and Tenant (Overseas Entities) Regulations 2015.</i> <i>c) Where the entity is not registered in the UK, its principal place of business and the registered number in the Companies House register.</i> <i>Further details on overseas entities can be found in practice guide.</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property being leased or</i> <i>Refer to the clause, schedule or plan in this lease showing the property being leased is referred to as</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.

LR5. Prescribed statements etc

If this lease includes a statement in LR5.1, insert under that sub-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

This lease is made under, or by virtue of, provisions of:
Leasehold Reform Act 1967
Leasehold Reform Act 1985
Leasehold Reform Act 1988
Leasehold Reform Act 1996

LR6. Term for which the Property is let

Include only the appropriate statement (or statements completed) from the three options below.

NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.

including the commencement date>>

including the expiry date>>

as specified in this lease at clause/paragraph << >>

as follows:
term>>

LR7. Premium

Specify the total premium, including VAT where payable.

premium or "none">>

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

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LR9. Rights of acquisition

Insert the relevant provisions of the lease clauses or refer to the relevant paragraph of a schedule which contains the provisions

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants in the lease by the Landlord other than the Property

Insert the relevant provisions of the lease clause, schedule or part of a schedule in this lease which contain the restrictive covenants

None

LR11. Easements

Refer here only to the relevant paragraph of a schedule which sets out the easements

LR11.1 Easements granted by this lease for the benefit of the Property

Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Schedule 2

LR12. Estate rent charged on the Property

Refer here only to the relevant paragraph of a schedule which sets out the rent charged

None

LR13. Application for restriction

Set out the full text of the restriction and the title entered. If you wish to use the standard form of restriction, refer to the relevant paragraph of a schedule

N/A

<p>apply for each of them, tell us who they are, and the title against which title and set out the restriction you are applying.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</p>	
<p>LR14. Declaration of trust when there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statement.</i></p>	<p>... is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>... is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</p> <p>... is more than one person. They are to hold the Property on trust <<Complete as appropriate>>]</p>

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

‘Accounting Date’	means the date on which the Landlord’s service charge year ends e.g. 31 December, or such other date notified to the Tenant at any time by the Landlord;
‘Act of Insolvency’	means any of the following: (a) the filing of a petition for the winding up of a company or for an arrangement for the benefit of any guarantor; (b) the making of an administration order or the making of an arrangement for the benefit of any guarantor; (c) the filing of a petition for the appointment of an administrator, or the making of an arrangement for the benefit of any guarantor; (d) the appointment of a receiver or manager or an administrative receiver or the making of an arrangement for the benefit of any guarantor;

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	<p>ment of a voluntary winding-up in respect of the guarantor, except a winding-up for the purpose of reconstruction of a solvent company in respect of any declaration of solvency has been filed with the companies;</p> <p>petition for a winding-up order or a winding-up order for the Tenant or any guarantor;</p> <p>of the Tenant or any guarantor from the Register of Companies on the making of an application for the Tenant or any guarantor to be struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of an application for a bankruptcy order or the making of a bankruptcy order for the Tenant or any guarantor.</p> <p>ove shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and in relation to a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>cludes any analogous proceedings or events that may be brought under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
‘Annual Rent’	<p>ent>> per year exclusive of VAT;</p>
‘Common Parts’	<p>ootpaths, yards, halls, passageways, fire escapes, stairs, landings [which are shown edged yellow on the plan of the Estate] and any other areas of the Estate which are common to the tenants and occupiers of the Estate, and the common parts of the Estate;</p>
‘Conduits’	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data and similar supplies or utilities;</p>
‘Energy Performance Certificate’	<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>
‘Environmental Performance’	<p>the following:</p> <p>tion of energy and associated generation of greenhouse gas emissions;</p>

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	<p>on of water;</p> <p>on and management; and</p> <p>onmental impact arising from the use or operation of</p>
‘Estate’	<p>buildings known as <<address of estate>> with title title number>> including all additions and</p>
‘Financial Year’	<p>etween two consecutive Accounting Dates (including g the second) or at the end of the Term means the e preceding Accounting Date and ending at the end</p>
‘Initial Service Charge’	<p>of first year's service charge>> per year;</p>
‘Insurance Rent’	<p>the Landlord of:</p> <p>ises insured in accordance with the Landlord's s Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>ons of the Premises for insurance purposes from</p> <p>ny excess or deductible under any insurance policy l incurs or will incur in reinstating the Premises tion or damage by an Insured Risk;</p> <p>ne amount that the insurers refuse to pay following uction by an Insured Risk to the Premises because ct or failure to act; and</p> <p>increased premiums that the insurers may require carrying out or retention of any permitted e Tenant's or any lawful occupier's use of the</p>
‘Insured Risks’	<p>re (including subterranean fire), lightning, explosion, sidence, landslide, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other ny articles dropped from them, impact by vehicles, omotion and malicious damage to the extent, in er is generally available on normal commercial terms market at the time the insurance is taken out, and nst which the Landlord reasonably insures from time l cases to any excesses, limitations and exclusions</p>

	imposed by the insurers;	
‘Interest’	means interest at the rate of <<rate e.g. two>> per cent per year above the rate of Barclays Bank plc or (if base rate is less than that) a reasonable equivalent rate notified to the Tenant;	including payments at the time being of the Lease to exist) a Tenant;
‘Interim Sum’	means a provisional amount on the relevant Financial Year calculated based on the Surveyor’s estimate of the Service Charge for the Financial Year in question;	Charge for the relevant Financial Year (as an expert) of the Service Charge;
‘Landlord’	includes the person entitled to the Lease;	this Lease;
‘Letting Unit’	means an individual unit of accommodation provided for a purpose other than exclusively occupied (or intended to be exclusively occupied) otherwise than solely in connection with the provision of services to the Tenant of the Estate;	other than any other purpose (or otherwise occupied) of the Estate;
‘Permitted Use’	[ENGLAND ONLY: means use within the meaning of Class B8 and E(g) of the Town and Country Planning (Use Classes) Regulations 2004 OR [WALES ONLY: means use within the meaning of Class B8 and B9 of the Town and Country Planning (Use Classes) Regulations 2004]	and B8 and E(g)] of the Town and Country Planning (Use Classes) Regulations 1987] and B8] of the Town and Country Planning (Use Classes) Regulations 2004]

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<p>‘Premises’</p>	<p>described in paragraph LR4 at the beginning of this</p> <p>er, tile and other surface finishes and internal e walls in or bounding the Premises and all</p> <p>doors and windows including the glass, the frames</p> <p>structural walls and partitions lying within the</p> <p>tered coverings or other surface finishes of the he underside of the joists or other structures to s are fixed, including for the avoidance of doubt the gs which shall comprise the ceiling tiles and the nsion system;</p> <p>and other surfaces of the floors down to the upper sts or structures to which the floors are fixed;</p> <p>ing only the Premises including the guard rails of</p> <p>ch serve the Premises exclusively;</p> <p>, mechanical and water and sanitary apparatus sively to the Premises and all other fixtures and emises (other than tenant’s fixtures and fittings) not</p> <p>not include:-</p> <p>uilding (other than any matters expressly included ve the underside of the joists or structures to which ixed or below the upper surfaces of the joists or ch the floors are fixed including the floor slab the e concrete floor slab of the balcony (if any);</p> <p>timbers and joists and other load bearing parts of ny of the external or structural walls or load bearing uilding except those surface finishes and coverings ws and doors expressly included above;</p> <p>n the building which do not serve the Premises</p>
<p>‘Rent’</p>	<p>erved as rent by this Lease;</p>
<p>‘Rent Commencement Date’</p>	<p>which rent is first to be paid>>;</p>
<p>‘Rent Days’</p>	<p>24 June, 29 September and 25 December] in each</p>
<p>‘Retained Property’</p>	<p>ne Estate which are not Letting Units including (but</p> <p>arts;</p> <p>or serving the Estate except any that exclusively</p>

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	Individual Letting Unit;
'Service Charge'	the structure, walls, foundations and roofs which are Premises and would not be included in the other the Estate if they were let on the same basis as the
'Service Cost'	portion (calculated on a floor area basis or any other and decides from time to time)] OR [<<proportion of must pay>>%] of the Service Cost;
'Services'	or costs incurred by the Landlord in providing the the cost of keeping accounts of service costs, ordering service charge statements and retaining by those statements;
'Surveyor'	provided by the Landlord as set out in Clause 4.3;
'Tenant'	or architect from time to time appointed by the
'Term'	in title and assigns;
'Title Matters'	specified in paragraph LR6 at the beginning of this
'VAT'	(if any) set out in the following documents: <<insert ecting the landlord's title to the Premises>>;
	constituted by the Value Added Tax Act 1994 (and expressly stated references to rent or other monies nt are exclusive of any VAT charged or chargeable).

- 1.2 Unless requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
- 1.2.2 reference to any day other than a Saturday, Sunday day in England and Wales;
- 1.2.3 on of a statute is a reference to that statute or or re-enacted at the relevant time;
- 1.2.4 reference to this Agreement and each of the d or supplemented at the relevant time;
- 1.2.5 rule to this Agreement; and
- 1.2.6 is a reference to a clause of this Agreement (other a paragraph of the relevant Schedule.

1.3 In thi

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- 1.3.1 person includes a natural person, corporate or whether or not having separate legal personality);
- 1.3.2 singular number include the plural and vice versa;
- 1.3.3 gender include any other gender;
- 1.3.4 of the Term include any sooner determination of an by effluxion of time;
- 1.3.5 Tenant not to do an act or thing includes an t or suffer such act or thing to be done;
- 1.3.6 neglect or default of the Tenant include the act, any occupier of the Premises and their respective
- 1.3.7 do not form part of this Lease and are not to be s construction or interpretation; and
- 1.3.8 lease include any document supplemental or ed into pursuant to its terms.
- 1.4 The l ent are for convenience only and shall not affect its int
2. **Demise and**
- 2.1 The mises to the Tenant for the Term together with (inso grant the same) the rights set out in the First Sche rving for the benefit of the Estate the rights set out in the subject to the Title Matters.
- 2.2 The T
- 2.2.1 equal payments in advance by bankers' standing it if the Landlord so requires) on the Rent Days, e made on the date of this Lease for the period t Commencement Date and ending on the day ay;
- 2.2.2 o time the Insurance Rent;
- 2.2.3 and all payments on account of it (payable as);
- 2.2.4 om the Tenant to the Landlord under this Lease;
- 2.2.5 er this Lease.
3. **Tenant's Co**
- 3.1 The T e Landlord:
- 3.1.1 times and in the manner stated without any legal , set-off or counterclaim unless required by law.
- 3.1.2 this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether not), or if the Landlord refuses to accept rent so ch of covenant, the Tenant must on demand pay

3.1.3

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as rent in arrears) calculated on a daily basis on
refused from the due date until the date on which

the Landlord against all existing and future rates,
es, and financial impositions charged on the

on the Rent payable; and

the Landlord's dealing with its own interests.

the Landlord against all charges incurred relating to
and surface water drainage, electricity, oil,
ecommunications, internet, data communications
r utilities supplied to the Premises (including all
meter rents).

ating relief because it has been allowed during the
make good that loss to the Landlord on demand.

in good and substantial repair and condition and
ot where damage results from any of the risks
ndlord has insured under Clause 4.1.2 unless
insurance money is refused by reason of any act,
e Tenant).

all floor coverings in the Premises as often as
and, in the final three months of the Term, renew
th floor coverings of a colour and quality first
ord.]

the parts (if any) and the inside of the Premises as
y necessary and also in the last three months
Term. Any changes in the external colour scheme
d by the Landlord. All decoration must be carried
ber manner using good quality materials that are
emises and include all appropriate preparatory

the Premises which are not built upon clean and
ruction.

:

emises to the Landlord in the repair and condition
s Lease;

so requires, to remove all items the Tenant has
emises, remove any alterations the Tenant has
emises and make good any damage caused to
y that removal;

the Tenant's possessions from the Premises; and

o the Landlord all documents held by the Tenant
th and safety matters including (but not limited to)
ety assessments, asbestos surveys and reports,
sments and reports, and certificates relating to
as systems.

3.1.1

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the Term, any of the Tenant's possessions remain
the Tenant fails to remove them within <<e.g. 7
requested in writing by the Landlord to do so:

may as the agent of the Tenant sell the

must indemnify the Landlord against any liability
to any third party whose possessions have been
Landlord in the mistaken belief that the possessions
the Tenant; and

must pay to the Tenant the sale proceeds after
costs of transportation, storage and sale incurred
1.

at all reasonable times on reasonable prior notice
to enter and inspect the Premises and:

or its agents or Surveyor gives to the Tenant (or
Premises) notice of any repairs or maintenance
nt has failed to carry out or of any other failure by
comply with its obligations under this Lease, to
nises and/or remedy such failure in accordance
within a period of two months from the date of the
er if required); and

es not comply with clause 3.1.12 a), to permit the
ter the Premises and carry out the works at the
nse and to pay to the Landlord on demand
s a contractual debt) the proper expenses of such
g all legal costs, Surveyor's and other fees).

led to exercise any right to enter the Premises to
s, contractors, agents and professional advisors,
ses at any reasonable time (whether or not during
and, except in the case of an emergency after
ole notice (which need not be in writing) to the

rd on demand on an indemnity basis all costs,
er expenses (including legal costs and Surveyor's
fees) properly incurred by the Landlord (or which
payable by the Landlord) in connection with or in

nt of the tenant covenants of this Lease;

the Tenant's obligations in this Lease, including
and service of a notice under section 146 of the
y Act 1925;

by the Tenant for consent under this Lease,
pplication is withdrawn, or consent is granted or
l, except in cases where the Landlord is required
ly and the Landlord unreasonably refuses to give

works to the Premises to improve their
Performance where the Tenant in its absolute
consented to the Landlord doing so;] and

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and service of a schedule of dilapidations served
x months after the end of the Term.

Premises for any illegal or immoral purpose;

e Premises as sleeping accommodation or for
poses;

arry on at the Premises any offensive, noisy or
, trade, business, manufacture, occupation or

emises only for the Permitted Use [and only
urs of 8AM and 6PM Mondays to Fridays (and not
ys or public holidays)].

ons:

Premises with any adjoining premises;

y external or structural alterations to the Premises;

y alteration to the Premises which would, or may
expected to, have an adverse effect on the asset
nergy Performance Certificate commissioned in
Premises or the Estate;] and

itted in clause 3.1.17 below,] not to make any
ns or alterations of a non-structural nature to the
out the Landlord's prior written consent (such
be unreasonably withheld or delayed).

hout consent from the Landlord erect, alter or
e-mountable partitioning which does not affect the
g or adversely affect the mechanical ventilation or
e building or have an adverse impact on the
nance of the Premises or the Estate and which
enant's fixture subject to the Tenant:

andlord not less than <<notice period given to
y work being carried out e.g. 2 months>> notice in
ention to carry out any such works;

ch works in a good and workmanlike manner and
with any necessary permission, consent or
ed under statute;

Premises to their former state and condition on or
of the Term if the Landlord by notice in writing
enant to do so; and

andlord of the cost of any alterations or additions
ne Tenant (except any which are trade or tenant's
ngs) as soon as practicable and so that the
ot be liable for any failure to affect any necessary
amount for which the Premises are insured unless
provided that information.]

the Construction (Design and Management)
ply to any works carried out to the Premises
andlord's consent is required for them under this

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the Regulations and to provide the Landlord with a health and safety file upon completion of the

, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign of the Tenant's trading name in the position specified by the Regulations and on the entrance door to the Premises, the sign being of a size, design, layout and material to be agreed in writing by the Landlord and at the end of the Term to remove any sign and to make good any damage caused to the reasonable satisfaction of the Landlord;

Obligations in respect of the Premises:

comply with all laws relating to the Premises or to the Tenant's occupation of the Premises;

upon receipt by the Tenant of any notice or other communication affecting the Premises to send a copy to the Landlord without delay to take all necessary steps to comply with the notice or other communication and take any other action in connection with it as the Landlord acting reasonably may require;

obtain any planning permission in relation to the Premises or any other written consent of the Landlord;

obtain any planning permissions relating to or affecting the Premises;

in accordance with the Construction (Design and Management) Regulations 2015 and before commencing any works to make a structural alteration to the Premises under Regulation 4(8) to the effect that the Tenant is the only client for the purposes of the Regulations, to provide the Landlord a copy of the election and to fulfil the obligations of the client;

ensure the Premises are equipped with all fire prevention detection and alarm equipment which is required by law or by the insurers or is or is reasonably required by the Landlord and to maintain such equipment and allow the Landlord to inspect it from time to time;

notify the Landlord promptly of any defect or disrepair in the Premises which may make the Landlord liable under any law or regulation; and

obtain the prior written consent of the Landlord to apply for a Fire Safety Certificate in respect of the Premises.

consent to any rights or easements to be acquired over the Premises. Any such rights or easements may result in the acquisition of a right or easement:

the Tenant must notify the Landlord; and

the Tenant must help the Landlord in any way that the Landlord may reasonably require in connection with the acquisition so long as the Landlord bears the Tenant's costs and it is not adverse to the Tenant's interests to do so.

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Premises on trust for another;

another to occupy the whole or any part of the

on or share the possession or occupation of the
part of the Premises;

or underlet the whole or any part of the Premises;

part only of the Premises; and

the Premises as a whole without the prior written
Landlord, provided that the Landlord may as a
giving consent require compliance with the
clause 3.1.23.

3.1.2 The Landlord may impose in relation to an assignment of
the Premises the following conditions, which shall be in addition to any other conditions which may be imposed by the Landlord:

The assignee is not someone who, immediately before the
assignment, was either a guarantor of the Tenant's
obligations under this Lease or a guarantor of the obligations
of a former tenant of this Lease under an authorised
arrangement;

The assignee enters into an agreement guaranteeing that the
assignee will perform all the tenant's covenants in this Lease (an
"Assignment Guarantee Agreement") in such form as the Landlord
may require;

The assignee is in the Landlord's reasonable opinion of
sound financial standing to enable it to comply with the
terms and conditions contained in this Lease;

The assignee is of standing acceptable to the Landlord acting
as guarantor into a guarantee and indemnity of the Tenant's
obligations under this Lease in such form as the Landlord may
require;

The assignee enters into a rent deposit deed in such form as
the Landlord may reasonably require with the Landlord providing
for a deposit of not less than <<e.g. six>> months' Annual Rent
(calculated as at the date of the assignment) as
security for the assignee's performance of the tenant's covenants
under this Lease with a charge over the deposit; and

The assignee pays all arrears of the Annual Rent or any other
sums due under this Lease and that any material
breach of covenant by the Tenant has been remedied.

3.1.2 The Landlord shall have the right at any time during the Term to enter the Premises
to inspect the Premises and to give notice to the Tenant to give notice to potential tenants and buyers to view the Premises
(accompanied by the Landlord or its agents).

3.1.2 The Landlord shall have the right to:

comply with the requirements of the Landlord's insurers and
to do anything which could invalidate any

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does or omits to do anything which increases any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2 In respect of all taxable supplies made to the Tenant in the month of the Lease on the due date for making any payment or, if the Tenant is not required to pay, the date on which that supply is made for VAT purposes.

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3.1.2 The Tenant shall be obliged, under or in connection with this Lease, to reimburse to any other person any sum by way of a refund or credit for such VAT under the Value Added Tax Act 1990, of an amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or any other person is entitled to a credit for such VAT under the Value Added Tax Act 1990.

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3.1.3 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, charges and costs of a third party, all costs, damages, expenses, charges and costs of a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or proceedings, including any personal injury or death, damage to any property or interest of any right arising from:

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

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

(c) the carrying out of any alterations.

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3.1.3 In the event of a claim covered by the indemnity in clause 3.1.28, the Tenant shall:

(a) reimburse the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

(b) assist the Tenant with any information and assistance in connection with the claim that the Tenant may reasonably require, the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and

(c) indemnify the Landlord (at the Tenant's cost) where it is reasonable for the Landlord to do so.

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3.1.32 Common Parts:

(a) the Tenant shall take necessary steps to prevent any damage to the Common Parts, including (but without limitation) when bringing in or removing goods, furniture or luggage from the Premises;

(b) the Tenant shall use the entrance, passage, staircase, lavatories and water closets in the Common Parts in a careful manner and to make good any damage caused by improper or careless use;

(c) the Tenant shall keep the entrances, passages and staircases in the Common Parts clear and free from obstruction at all times.

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3.1.33 The Tenant shall comply with the regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in connection with the estate management.

3.1.34 The Tenant shall, and expenses referred to in this Clause 3.1.32 are included in the Service Charge, to pay on demand to the Landlord the sum (to be determined by the Landlord) of the

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ses properly incurred by the Landlord in insuring, maintaining, cleansing and (where appropriate) structures or other items which are used or are by the Premises in common with any other part

3.1.3 any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other a true and correct copy of the relevant document together with a copy of the relevant registered title

3.1.3 to compulsory registration at the Land Registry, from the date of this Lease to apply to the Land Registry and once the registration has been completed to transfer the relevant titles to the Landlord.

3.1.3 to deliver to the Landlord the original of this Lease together with all documents as the Landlord reasonably requires to close the lease and to remove entries in relation to it noted against the relevant title.

3.1.3 if any guarantor of the Tenant's obligations under this Lease is insolvent and if the Landlord so requires to procure a replacement guarantor acceptable to the Landlord enters into a deed of novation with the Landlord in the same terms as the original guarantor.

4. Landlord's

4.1 The Landlord shall be responsible for the Tenant:

4.1.1 to ensure that the Tenant is not paying the rents and other sums due and obligations under 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 permitted by the Lease.

4.1.2 to ensure that the Tenant is insured (other than any plate glass in the Premises) against the risks specified by the Insured Risks for the full reinstatement value including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the policy is subject to the following conditions:

4.1.2.1 the policy is being available in the London insurance market on terms which are acceptable to the Landlord; and

4.1.2.2 the policy does not contain any exclusions or limitations as the insurers may require.

4.1.3 to ensure that the Tenant obtains all necessary planning and other consents, to use the Premises for the purposes for which it is intended to be used (other than for loss of rent) to repair the Premises if money has been received or (as the case may be) if the Landlord so requires. The Landlord shall not be obliged to:

4.1.3.1 provide accommodation identical in layout or design so long as it is reasonably equivalent to that previously at the Premises; or

4.1.3.2 provide accommodation if the Tenant has failed to pay any of the rent due; or

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and the Premises after a notice has been served in accordance with clause 4.2.

4.2 If, following the completion of the works, it is found that the Premises are not in a satisfactory condition for occupation, the Tenant shall be liable to pay to the Landlord the cost of the works necessary to bring the Premises to the required standard.

In the event of the destruction of the Premises, the Landlord considers it to be in the best interests of the Tenant to reinstate the Premises, the Landlord may give notice to the Tenant. On giving notice this Lease shall continue in full force and effect without prejudice to any right or remedy of the Tenant in respect of the breach of the tenant covenants of this Lease. Any insurance (other than any insurance for plate glass) shall belong to the Landlord.

4.3 The Landlord shall, in its reasonable endeavours to provide the following services to the Tenant:

a) The maintenance and repair of the Retained Property;

a)

and decoration of the Retained Property;

b)

lighting of the Retained Property;

c)

the maintenance (including planting) of all (if any) open and landscaped areas of the Retained Property;

d)

the maintenance and repair of the external windows in the Common Parts and in the Landlord's reasonable discretion the external windows on the Estate;

e)

the replacement and servicing of any lavatory, plumbing, electrical, mechanical, machinery, lighting, equipment and heating systems from time to time within the Retained Property;

f)

the provision of facilities for the storage of refuse originating on the Estate and its removal if not effected by the Local Authority;

g)

the provision of hot water for central heating and a supply of hot water for lavatories in the Common Parts;

h)

the provision of car and cycle parking on those areas of the Retained Property and cycle parking;

i)

the payment of rates, taxes, charges, costs and expenses in respect of the Retained Property and the payment of outgoing costs and expenses for which the Tenant or occupier is directly liable;

j)

the discharge of any legal obligation relating or alleged to relate to the Retained Property and for which any tenant is not directly liable;

k)

the provision, repair and renewal of any fire alarm system and fire detection equipment in or on the Retained Property and the Tenant's obligation to comply with all recommendations of the Fire Authority in relation to fire precautions and any requirements of the Fire Authority;

l)

the provision, repair and renewal of any equipment including lifts, escalators, traffic management systems, means of escape, fire fighting and security services for the security of the Retained Property;

m)

any other services to be provided by the Landlord>>;

n)

as the Landlord may from time to time consider it to be in the interests of good estate management to provide any of the amenities of the Retained Property or to improve the Retained Property.

5. **Provisos and**

- 5.1 The p
- 5.1.1 <length of time rent is allowed to be in arrears e.g
becoming due (whether formally demanded or
- 5.1.2 his Lease; or
- 5.1.3 vency
- the L Premises (or any part of them) at any time after
and c ill end (but this will not affect any right or remedy
availa
- 5.2 If the or destroyed by any Insured Risk so as to be unfit
for o the insurance is not vitiated or payment of the
insur wholly or in part through any act, neglect or default
of the t or a fair proportion of it will cease to be payable
from destruction for a period of three years or until the
Prem occupation or use by the Tenant, whichever is the
short
- 5.3 Noth the Tenant the right to enforce, or to prevent the
relea benefit of any covenants, rights or conditions to
which are subject.
- 5.4 The p on who is not a party to this Lease has no right
arisin Contracts (Rights of Third Parties) Act 1999 to
enfor se.
- 5.5 The hat nothing in this Lease constitutes or shall
const warranty that the Premises may lawfully be used
for an s Lease.
- 5.6 The T at it has not entered into this Lease in reliance on
any r y made by or on behalf of the Landlord.

6. **Notices**

- 6.1 Any n connection with this Lease must be in writing and
sent t st or special delivery to or otherwise delivered to
or le recipient under clause 6.2 or to any other address
in the e recipient has specified as its address for service
by gi rking days' notice under this clause 6.
- 6.2 A not
- 6.2.1 d liability partnership registered in the United
ed at its registered office;
- 6.2.2 or incorporated in a country outside the United
rved at the address for service in the United
set out in the deed or document to which they are
address has been given at their last known address
- 6.2.3 erved:
- the Landlord, at any postal address in the United
n from time to time for the registered proprietor on

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or set out in paragraph LR2.1 at the beginning of
if no such address is given, at its last known
United Kingdom;

the Tenant, at the Premises;

a guarantor, at the address of that party set out in
document under which they gave the guarantee; and

any other party, at their last known address in the
n.

6.3 Any M
date
time
left a

6.4 If a n
on a
follow

6.5 Servi

ed as served on the second working day after the
paid first-class post or special delivery or at the
or left at the recipient's address if delivered to or

on a day that is not a working day or after 5:00PM
reated as served at 9:00AM on the immediately

mail is not a valid form of service under this Lease.

7. **[Termination**

7.1 The L
giving
mont

7.2 If the
for an

7.3 The L
perio

this Lease at any time [after <<insert date>>] by
than <<notice period to terminate lease e.g. 3 or 6
take effect at any time.

Clause 7, this will not affect the rights of any party
gation in this Lease.

the Tenant all payments of Rent that relate to a
of this Lease.]

8. **[Termination**

8.1 The T
giving
6 mo

8.2 This
Tena
up po

8.3 [The
LR3
assign
exist

this Lease at any time [after <<insert date>>] by
than <<notice period to terminate lease e.g. 3 or
to take effect at any time.

ate following a notice given by the Tenant if the
ent due up to the date of determination and gives
s and leaves behind no continuing underleases.

Clause 8 is personal to the Tenant named in paragraph
lease and will end on the date of the first deed of
Lease or on the date when that Tenant ceases to

Clause 8, this will not affect the rights of any party
gation in this Lease.

the Tenant all payments of Rent that relate to a
of this Lease.]

9. **Exclusion of**

9.1 The T
befor
serve
Refo

9.2 The T

re the grant of this Lease (or as the case may be
actually bound to enter into this Lease) the Landlord
in the form set out in schedule 1 to the Regulatory
(England and Wales) Order 2003.

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rent and other sums payable at the date of the disclaimer or which would be payable save for any n;

rent review date on the term commencement date se if there is a rent review under this Lease that at term commencement date that has not been with the rent being reviewed as at the date of the review);

review dates on each Rent Review Date under falls on or after the term commencement date of and

the same terms and conditions as this Lease; or

10.2. arrears of the rents, any outgoings and all other lease plus the amount equivalent to the total of the all other sums due under this Lease that would be of 6 months following the disclaimer, forfeiture or

10.3 If cla under Guarantor must pay the Landlord's costs (on a full in respect of the grant of the lease.

10.4 If cla relea will n on receipt of the payment in full, the Landlord must s future obligations under this clause 10 (but that ghts in relation to any prior breaches).

10.5 The C ot be reduced or discharged by:

a) son to enforce in full, or any delay in enforcement or any concession allowed to the Tenant or any

b) g any right or remedy against the Tenant for any s due under this Lease or observe the Tenant's lease;

c) ndlord to accept any rent or other payment due

d) ease (except that a surrender of part will end the ility in respect of the surrendered part);

e) ounterclaim that the Tenant or the Guarantor may

f) disability or change in the constitution or status of nt or of any other person who is liable, or of the

g) merger by any party with any other person, any quisition of the whole or any part of the assets or ty by any other person;

h) rrence in relation to the Guarantor of an Act of

i) an a release by the Landlord by deed.

10.6 The C of the Tena in competition with the Landlord in the insolvency ke any security, indemnity or guarantee from the nt's obligations under this Lease.

- 10.7 The Guarantor shall be released from its future obligations under this Lease at the end of the term of this Lease; or
- a) this Lease expires;
 - b) the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
 - c) the Landlord releases the Guarantor in accordance with clause 10.6.
11. **Service Charge**
- 11.1 As soon as practicable after each Accounting Date the Landlord will prepare an account of the Service Cost for that Financial Year and containing a fair and reasonable summary of the Service Costs. The Landlord will send a copy of the account to the Tenant.
- 11.2 The account prepared pursuant to Clause 11.1 will be certified by the [Landlord] or [Surveyor] and shall be conclusive evidence of all matters of fact relating to the Service Costs.
- 11.3 For each Financial Year the Landlord shall provide to the Tenant:
- 11.3.1 an estimate of the Service Cost for the Financial Year (or as soon as practicable after the start of the Financial Year) together with appropriate explanatory commentary and a schedule showing the allocation of the Service Costs to the various parts of the Building; and
 - 11.3.2 an Interim Sum by equal payments in advance on account of the Service Costs for the Financial Year.
- 11.4 For the first Financial Year of the Term to the first Accounting Date the Tenant shall pay to the Landlord the Initial Service Charge, the first payment on account of the Service Costs for the period from and including the first day of the Financial Year (or before the next Rent Day) to be paid on the date of the first Accounting Date. Subsequent payments to be made in advance on each of the Accounting Dates.
- 11.5 If the sum paid by the Tenant for that Financial Year is less than the Service Cost for that Financial Year:
- 11.5.1 the Tenant shall pay to the Landlord the balance of the Service Cost for that Financial Year, the excess is due to the Landlord;
 - 11.5.2 if the sum paid by the Tenant for that Financial Year is more than the Service Cost for that Financial Year, the overpayment will be set off against the next quarterly payment on account of the Service Costs.
- 11.6 If the Landlord includes in any account for a Financial Year a sum which is not a fair and reasonable estimate of the Service Costs for that Financial Year, the Landlord may include in any subsequent account for a subsequent Financial Year a sum which is a fair and reasonable estimate of the liability in an account for a subsequent Financial Year.
- 11.7 If the Landlord changes the definition of 'Services' or 'Service Costs' or the percentage referred to in the definition of 'Services' or 'Service Costs' the percentage will be varied in accordance with Clause 11.8 and the variation will take effect from the Accounting Date following the change.
- 11.8 The variation referred to in Clause 11.7 will be by agreement between the Landlord and the Tenant. If no agreement will be such reasonable variation as is determined by the Surveyor (acting as an expert).

12. **[Tenant Option to extend term]**

12.1 Provided that the Tenant does not exercise its option to extend this Lease for an additional term of <<insert term>> years to and including <<insert extended lease term>> years, the terms and conditions set forth in this Lease, except as modified by the terms and conditions below:

12.1.1 If the Tenant exercises this said option, then the Tenant shall provide written notice no earlier than the date which is <<insert notice period>> months prior to the expiration of the term of the Lease, and no later than the date which is <<last notice period to exercise option>> _____ (__) months prior to the expiration of the term of the Lease. If the Tenant fails to provide such notice, the Tenant shall not have any further or additional right to extend the term of this Lease.

12.1.2 The option to extend shall not be transferable and shall be personal to the Tenant.

13. **Applicable Law**

13.1 This Lease shall be governed by the law of England and Wales.

13.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to hear any dispute arising out of or in connection with this Lease, including any non-contractual obligations.

13.3 Any order of the courts of England and Wales made in connection with this Lease, including in relation to any non-contractual obligations, shall be enforceable in the courts of competent jurisdiction.

THIS LEASE has been made and delivered on the day on which it has been dated

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

Executed as a deed

Signature:

<<Landlord's Name
acting by [a director
secretary] [two dire

Signature:

Director

[Director][Secretary]

OR (alternative con

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address _____

OR (execution clau

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

Signature:

Signature of witness

Name (in BLOCK C

Address _____

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

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Rights Granted to the Tenant

1. The right to use and maintain all mains for the Premises, including gas, oil, telephone, water, electricity, drainage, telecommunications, internet, data communications and similar supplies or utilities.
2. The right to use and maintain the Premises from the Estate.
3. The right in and to the Premises and all others authorised by the Landlord and with other Tenants to:
 - a) use such means as are necessary to obtain access to and egress from the Premises;
 - b) use such lavatories and water closets in the Common Parts as may be allocated by the Landlord for the use of the Tenant;
 - c) use such means as are necessary to obtain access on foot only to and egress from the Premises and yards and emergency escapes within the Estate [which are shown on the plan attached to this Lease];
 - d) use such means as are necessary to obtain access to and egress from the Premises and estate roads within the Estate [which are shown on the plan attached to this Lease];
 - e) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in paragraph 3, the Tenant of this Lease does not include any right over the Premises or any part thereof under section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1868) 15 Q.B. 137.]

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Rights Reserved to the Landlord

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1. The right to enter the Premises for the purpose of inspecting, repairing, maintaining, or improving the Premises, including the installation, repair, maintenance, or improvement of any gas, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar services, and the removal of any waste or debris from the remainder of the Estate and any adjoining or adjacent land, and the installation, repair, maintenance, or improvement of any conduits at the Premises.
2. The right to enter the Premises for the purpose of:
 - a) reviewing the Environmental Performance of the Premises including to inspect any equipment within or relating to the Premises and to prepare a report on the same;
 - b) estimating the rebuilding cost of the Premises for insurance or other purposes.
3. If the relevant works are to be carried out, the right to enter the Premises for the purpose of:
 - a) building or repairing any party walls on or adjacent to the Premises; and
 - b) inspecting, rebuilding or carrying out other works upon any part of the Premises or the Landlord's land.
4. [Where the Tenant consents (in their sole discretion) to the Landlord carrying out any works to improve their Environmental Performance.]
5. The right to enter the Premises for the purpose of:
 - a) giving the Tenant 7 working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observing the Premises (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observing the Premises in accordance with the Landlord's entry set out in this Lease;
 - d) causing any damage to the Premises as reasonably practicable;
 - e) causing any damage to the Premises as reasonably practicable;
 - f) repairing any damage to the Premises as soon as reasonably practicable;
 - g) where the Landlord is carrying out any works, obtain the Tenant's approval to the location, timing and method of the works, and any other material matters relating to the preparation of the Premises for the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) where the Landlord is carrying out any works, exercise any rights outside the normal business hours of the Premises.
6. In an emergency, the right to restrict access to the Premises if the facilities are damaged or if there is a risk of injury to persons or damage to property.
7. The right to enter the Premises for the purpose of:
 - a) altering or reducing the extent of any Common Parts or any other parts of the Premises that are not materially less convenient; or

- b) if no material damage is caused to the use and enjoyment of the Premises is not
8. The right from time to time to use any areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from designated areas, so long as the remaining areas are reasonably intended purposes.
9. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (or permit others to do so) as the Landlord in its absolute discretion may require, provided that these works interfere with the flow of light and air to the Premises and in connection with those works to underpin and shore up the Premises and the Landlord:
- giving notice of the works to be carried out;
 - consent to the management of potential interference;
 - taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
 - taking steps to ensure that the works comply with all relevant standards of construction and workmanship;
 - taking steps to reduce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions for limiting such interference;
 - making good any damage to the Premises or its contents.
10. The right, with or without the use of plant and equipment onto the Premises and to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the exercise of its rights under this Lease provided that:
- any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
 - the scaffolding does not cause an obstruction as is reasonably practicable to the free use of the Premises;
 - the scaffolding does not obstruct any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has agreed in writing to the display of such advertising;
 - if the scaffolding obstructs or interferes with the signage is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.
11. The right to use the Estate for any purpose whatsoever and without imposing upon any adjoining premises any restrictions or conditions similar to those imposed on the Tenant.
12. The right to use the Estate for the remainder of the Estate from the Premises.
13. All rights of the Tenant in the Premises that now exist or that might (but for this reservation) exist in the future.

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Rule – Regulations

1. Not without the written consent of the Landlord to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements of the Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.
4. To obtain, maintain and to comply with the terms and conditions of the necessary licence or registration which is required in connection with the Permitted Use and regulations relevant to the Permitted Use.
5. Not to obstruct or interfere with the use of the roads on the Estate.
6. No vehicles or goods to remain in any service area within the Estate for longer than 24 hours for the purposes of loading or unloading goods or supplies and to remain overnight.
7. To comply with the regulations on the estate roads within the Estate.
8. No mat, brush or refuse to be thrown out of the Premises or outside the Premises, nor shall anything be thrown out of the Premises.
9. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the byelaws and in consultation with the Local Authority.
10. Not to overload the Premises nor any machinery or equipment at the Premises or on the Estate for serving the Premises.
11. No blind shopfront or display without the previous written approval of the Landlord in form and type.
12. Not without the written consent of the Landlord to allow any item to be stored or left on the Premises or on the Estate, materials, tools, machinery or refuse.

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