

<p>LR1. Date of lease</p>	<p>ate in full>></p>
<p>LR2. Title number(s)</p>	<p>landlord's title number(s)</p> <p>er(s) out of which this lease is granted. k if not registered. landlord's title number(s)>></p> <p>er title numbers</p> <p>le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 nade. her title number(s)>></p>
<p>LR3. Parties to this lease</p> <p>Give full names and addresses of parties. For UK incorporated companies, limited liability partnerships, also registered number including any prefix</p> <p>For overseas entities, give the following</p> <p>a) The territory of incorporation of</p> <p>b) The overseas entity ID Companies House for the Land the Tenant pursuant to the Crime (Transparency and Enforcement) Act 2022. If the ID is not recorded 'overseas entity ID not required'</p> <p>c) Where the entity is a company place of business in the United the registered number, if any Companies House, including a</p> <p>Further details on overseas entities found in practice guide 78: overseas</p>	<p>ame of Landlord>></p> <p>ddress of Landlord>></p> <p>company number>></p> <p>ame of Tenant>></p> <p>ddress of Tenant>></p> <p>company number>></p> <p>(if any)</p> <p>ame of Guarantor>></p> <p>ddress of Guarantor>></p> <p>company number>></p> <p>ties</p> <p>apacity of each party, for example ent company", "guarantor", etc.</p> <p>ame of other party>></p> <p>ddress of other party>></p> <p>company number>></p>
<p>LR4. Property</p> <p>Insert a full description of the leased or Refer to the clause, schedule or part a schedule in this lease in which being leased is more fully</p>	<p>se of a conflict between this clause emainder of this lease then, for the of registration, this clause shall</p> <p>nd building[s] [shown edged red on the ched to this lease and] known as ddress of Property>></p>

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<p>Where there is a letting of part of a residential building, a plan must be attached to this lease. If any floor levels must be specified.</p>	
<p>LR5. Prescribed statements etc.</p> <p>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the relevant schedule or paragraph of a schedule of the lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>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 Landlord and Tenant Rules 2003.</p> <p>the lease is made under, or by reference to, any of the provisions of: the Landlord and Tenant (Form Act 1967) 1985 1988 1996</p>
<p>LR6. Term for which the Property is let</p> <p>Include only the appropriate statement (or statements completed) from the three options.</p> <p>NOTE: The information you provide in this section will be used as part of the process to identify the lease under rule 6 of the Landlord and Tenant Registration Rules 2003.</p>	<p>including the commencement date>></p> <p>including the expiry date>></p> <p>specified in this lease at clause/paragraph << >></p> <p>as follows: >></p>
<p>LR7. Premium</p> <p>Specify the total premium, inclusive of VAT where payable.</p>	<p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the wording of the provision.</p>	<p>contains a provision that prohibits or restricts dispositions.</p>

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<p>LR9. Rights of acquisition</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the paragraph of a schedule which contains the provisions</i></p>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10. Restrictive covenants in the lease by the Landlord other than the Prohibition on assignment</p> <p><i>Insert the relevant provisions of the lease clause, schedule or paragraph in this lease which contain the covenants</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the paragraph of a schedule which sets out the easements</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 2</p>
<p>LR12. Estate rent charge in the Property</p> <p><i>Refer here only to the paragraph of a schedule which sets out the rent charge</i></p>	<p>None</p>
<p>LR13. Application for planning permission or restriction</p> <p><i>Set out the full text of the application for planning permission or restriction and the title entered. If you wish to use the one standard form of application for planning permission or restriction</i></p>	<p>N/A</p>

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clause to apply for each
applying against which
text of the restriction

Standard forms of res
Schedule 4 to the La
2003.

**LR14. Declaration of
more than one per
Tenant**

*If the Tenant is one pe
the alternative stateme*

*If the Tenant is mo
complete this clause by
inapplicable alternative*

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

OR

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

OR

[The Tenant is more than one person. They are to
hold the Property on trust <<Complete as
necessary>>]

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1. Definitions

1.1 In this
terms

ere the context otherwise requires, the following
meanings;

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'Act of Insolvency'

step-in connection with any voluntary arrangement
promise or arrangement for the benefit of any
tenant or any guarantor;

an application for an administration order or the
administration order in relation to the Tenant or any

notice of intention to appoint an administrator, or
of the prescribed documents in connection with the
an administrator, or the appointment of an
any case in relation to the Tenant or any guarantor;

of a receiver or manager or an administrative
n to any property or income of the Tenant or any

ent 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
y declaration of solvency has been filed with the

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	<p>panies;</p> <p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;</p> <p>any guarantor otherwise ceasing to exist (but not where the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the making of a petition for a bankruptcy order or the making of an application against the Tenant or any guarantor.</p> <p>shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and the 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).</p> <p>includes any analogous proceedings or events that are equivalent to the legislation of another jurisdiction in relation to the Tenant or guarantor incorporated or domiciled in such jurisdiction.</p>
‘Annual Rent’	<p>per year exclusive of VAT;</p>
‘Conduits’	<p>for the transmission of water, gas, air, foul and drainage, electricity, oil, telephone, heating, internet, data communications and similar supplies</p>
‘Energy Performance Certificate’	<p>given to it in the Energy Performance of Buildings Regulations 2012 and is also referred to as an EPC</p>
‘Environmental Performance’	<p>the following:</p> <ul style="list-style-type: none"> consumption of energy and associated generation of greenhouse gas emissions; consumption of water; pollution and management; and environmental impact arising from the use or operation of the building.
‘Insurance Rent’	<p>the Landlord of:</p> <ul style="list-style-type: none"> the building insured in accordance with the Landlord’s Lease (after any discount is allowed to the Tenant);

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	<p>re any commission is allowed or paid to the</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>ns of the Premises for insurance purposes from</p> <p>y excess or deductible under any insurance policy</p> <p>incurs or will incur in reinstating the Premises</p> <p>on or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following</p> <p>ction by an Insured Risk to the Premises because</p> <p>st or failure to act; and</p> <p>increased premiums that the insurers may require</p> <p>carrying out or retention of any permitted</p> <p>Tenant's or any lawful occupier's use of the</p>
'Insured Risks'	<p>the (including subterranean fire), lightning, explosion,</p> <p>idence, landslip, heave, earthquake, burst or</p> <p>bes, tanks or apparatus, damage to underground</p> <p>s or electricity wires or cables, impact by aircraft or</p> <p>and any articles dropped from them, impact by</p> <p>riot, civil commotion, strikes, labour or political</p> <p>alicious damage to the extent, in each case, that</p> <p>ailable on normal market terms in the UK insurance</p> <p>the insurance is taken out, and any other risks</p> <p>landlord reasonably insures from time to time,</p> <p>any excesses, limitations and exclusions imposed</p>
'Interest'	<p>rate of <<rate of interest on outstanding payments</p> <p>per year above the base rate for the time being of</p> <p>or (if base rate or that bank ceases to exist) a</p> <p>t rate notified by the Landlord to the Tenant;</p>
'Landlord'	<p>ntitled to the immediate reversion to this Lease;</p>
'Landlord's Neighbouring Property'	<p>ings owned by the Landlord near to the Premises;</p>
'Permitted Use'	<p>means use within use classes [B2, and B8 and</p> <p>d Country Planning (Use Classes) Order 1987]</p> <p>ans use within use classes [B1 B2 and B8] of the</p> <p>anning (Use Classes) Order 1987];</p>

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‘Premises’	means the Lease and all fixtures and fittings in the Premises (other than tenant’s fixtures and fittings);	paragraph LR4 at the beginning of this Lease;
‘Rent’	means all sums payable by the Tenant to the Landlord under this Lease;	
‘Rent Commencement Date’	means <<insert date>>;	to be paid>>;
‘Rent Days’	means [25th day of each month] in each year;	September and 25 December] in each year;
‘Surveyor’	means the person from time to time appointed by the Landlord;	
‘Tenant’	includes successors in title;	gns;
‘Term’	means the term of the Lease;	paragraph LR6 at the beginning of this Lease;
‘Title Matters’	means the list of documents in the following documents: <<insert list of documents relating to the Landlord’s title to the Premises>>;	
‘VAT’	means the Value Added Tax Act 1994 (and any amendments thereto) and references to rent or other monies payable by the Tenant are exclusive of any VAT charged or payable by the Tenant;	

1.2 Unless the context otherwise requires, any reference in this Agreement to:

1.2.1 “writing” or “written” means any writing, whether or not email;

1.2.2 a “working day” means any day other than a Saturday, Sunday or a public holiday in England and Wales;

1.2.3 a statute or statutory provision as to which there is a reference to that statute or provision as enacted at the relevant time;

1.2.4 “this Agreement” means this Agreement and each of the Schedules attached hereto at the relevant time;

1.2.5 a Schedule means a Schedule to this Agreement; and

1.2.6 a clause or paragraph means a clause or paragraph of this Agreement or a clause or paragraph of the relevant Schedule.

1.3 In this Agreement:

- 1.3.1 The person includes a natural person, corporate or (whether or not having separate legal
- 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 or default of the Tenant include the act or default e Premises and their respective servants and
- 1.3.7 do not form part of this Lease and are not to be s construction or interpretation;
- 1.3.8 Lease include any document supplemental or ed into pursuant to its terms; and
- 1.3.9 al required from the Landlord shall be construed requirement to obtain the consent or approval of e Landlord where such consent or approval is ns of the mortgage.
- 1.4 The its int ent are for convenience only and shall not affect
2. **Demise and**
- 2.1 The (inso grant the same) the rights set out in the First Schemer reserving for the benefit of the Landlord's Neighhts set out in the Second Schedule, and subject to the
- 2.2 The
- 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 om the Tenant to the Landlord under this Lease;
- 2.2.4 er this Lease.
3. **Tenant's Co**
- 3.1 The e Landlord:
- 3.1.1 he times and in the manner stated without any uction, set-off or counterclaim unless required by

3.1.2

if this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether or not), or if the Landlord refuses to accept rent so much of covenant, the Tenant must on demand pay as rent in arrears) calculated on a daily basis on refused from the due date until the date on which

3.1.3

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

(VAT) on the Rent payable; and

g from the Landlord's dealing with its own

3.1.4

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

3.1.5

granting relief because it has been allowed during the Term to make good that loss to the Landlord on

3.1.6

in good and substantial repair and condition and that:

shall not apply where damage results from any of the Premises which the Landlord has insured under clause 3.1.1. Payment of any of the insurance money is refused by act or default of the Tenant [; and

shall not be required to put the Premises in any better repair or condition than they were in at the date of the Lease as evidenced by the schedule of condition [Schedule of Condition Lease].

3.1.7

all floor coverings in the Premises as often as is necessary and, in the final three months of the Term, renew all floor coverings of a colour and quality first specified in the Lease.]

3.1.8

the outside and the inside of the Premises as often as is necessary and also in the last three months before the end of the Term. Changes in the external colour scheme must first be agreed with the Landlord. All decoration must be carried out in a good and lasting manner using good quality materials that are appropriate to the Premises and include all appropriate preparatory work.

3.1.9

the Premises which are not built upon clean and level ground.

3.1.10

the Premises to the Landlord in the repair and condition required by this Lease;

if the Landlord reasonably requires, and gives the Tenant notice in writing [two] months before the end of the Term, the

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remove all items the Tenant has fixed to the
ove any alterations the Tenant has made to the
make good any damage caused to the Premises
;

the Tenant's possessions from the Premises; and

to the Landlord all documents held by the Tenant
with and safety matters including (but not limited
d safety assessments, asbestos surveys and
sk assessments and reports, and certificates
rical and gas systems.

3.1.1

of the Term, any of the Tenant's possessions
es and the Tenant fails to remove them within
being requested in writing by the Landlord to do

may as the agent of the Tenant sell the

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

must pay to the Tenant the sale proceeds after
costs of transportation, storage and sale incurred
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3.1.1

rd at all reasonable times on reasonable prior
gency) to enter and inspect the Premises and:

or its agents or Surveyor gives to the Tenant (or
Premises) notice of any repairs or maintenance
ant has failed to carry out or of any other failure
to 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
ooner if required); and

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oes not comply with clause 3.1.12 a), to permit
o enter the Premises and carry out the works at
xpense 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).

3.1.1

lled to exercise any right to enter the Premises to
s, contractors, agents and professional advisors,
mises at any reasonable time (whether or not
hours) and, except in the case of an emergency
sonable notice (which need not be in writing) to

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3.1.1

rd on demand on an indemnity basis all costs,
other expenses (including legal costs and
t professional fees) properly incurred by the
herwise would be payable by the Landlord) in
ontemplation of:

nt of the tenant covenants of this Lease;

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

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by the Tenant for consent under this Lease, application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required by law to consent and the Landlord unreasonably refuses to

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

and service of a schedule of dilapidations not more than six months after the end of the Term.

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Premises for any illegal or immoral purpose;

use the Premises as sleeping accommodation or for any other purpose;

carry on at the Premises any offensive, noisy or polluting activity, trade, business, manufacture, occupation or

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premises only for the Permitted Use [and only between the hours of 8AM and 6PM Mondays to Fridays (and Saturdays or public holidays)].

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ons:

Premises with any adjoining premises;

any external or structural alterations to the

any alteration to the Premises which would, or may be expected to, have an adverse effect on the asset or the EPC commissioned in respect of the Premises;

mitted in clause 3.1.17 below, not to make any alterations or alterations of a non-structural nature to the Premises without the Landlord's prior written consent (such consent shall not be unreasonably withheld or delayed) subject to compliance with clauses 3.1.17 a) - e).

without consent from the Landlord make internal alterations of a non-structural nature which do not materially affect the character, value, structural stability, statutory requirements or energy efficiency performance of the Premises subject

Landlord not less than <<notice period given to the Landlord by work being carried out e.g. 2 months>> notice period in writing of intention to carry out any such works;

such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required under statute;

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any damage to the Premises caused by the works;

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Premises to their former state and condition on end of the Term if the Landlord by notice in writing requests the Tenant to do so in accordance with); and

3.1.1

Landlord copies of the plans and specifications of the forming the Landlord of the cost of any alterations, works carried out by the Tenant (except any which Tenant's fixtures or fittings) as soon as practicable Landlord will not be liable for any failure to effect increase in the amount for which the Premises less the Tenant has provided that information.

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3.1.1

the Construction (Design and Management) apply to any works carried out to the Premises Landlord's consent is required for them under this n these regulations and to provide the Landlord mpleted health and safety file upon completion of

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3.1.2

, fascia notice or advertisement on the outside of to be visible outside the Premises other than a nt's trading name in the position specified by the ce to the Premises, subject to that sign being of and material approved by the Landlord (such easonably withheld or delayed) and at the end of ny sign and make good any damage caused to ction of the Landlord.

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bligations in respect of the Premises:

n all laws relating to the Premises or to the nd occupation of the Premises;

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ays of receipt by the Tenant of any notice or other affecting the Premises to send a copy to the without delay to take all necessary steps to e notice or other communication and take any n connection with it as the Landlord acting y require;

t planning permission in relation to the Premises r written consent of the Landlord;

any planning permissions relating to or affecting

n the Construction (Design and Management) 15 and before commencing any works to make a n under regulation 4(8) to the effect that the only client for the purposes of these regulations, ndlord a copy of the election and to fulfil the he client;

Premises equipped with all fire prevention, ighting equipment which is required by law or by f the Premises or reasonably required by the

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to maintain the equipment and allow the Landlord
in time to time;

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

prior written consent of the Landlord to apply for
respect of the Premises unless the Tenant is
.

3.1.2 or easements to be acquired over the Premises.
may result in the acquisition of a right or easement:

st notify the Landlord; and

st help the Landlord in any way that the Landlord
event that acquisition so long as the Landlord
ant's costs and it is not adverse to the Tenant's
sts to do so.

3.1.2 on:

Premises on trust for another;

another to occupy the whole or any part of the

n or share the possession or occupation of the
part of the Premises save as provided for in
of this Lease;

part of the Premises;

the whole or any part of the Premises;

part only of the Premises; and

ne Premises as a whole without the prior written
Landlord (not to be unreasonably withheld or
ded that the Landlord may as a condition of
require compliance with the conditions in clause

3.1.2 propose the following conditions in relation to an
mises as a whole (provided that each condition is
y the Landlord and is appropriate):

ll enter into an agreement guaranteeing that the
perform all the tenant's covenants in this Lease
d Guarantee Agreement") in such form as the
easonably require;

as given an Authorised Guarantee Agreement to
obligations of the assignee under this Lease, and
s a guarantor, the guarantor will enter into a
favour of the Landlord in a form reasonably
Landlord which guarantees that the assignor will
e terms of the Authorised Guarantee Agreement;

e provided on assignment, who is a person of
otable to the Landlord (acting reasonably) and
guarantee and indemnity of the Tenant's

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this Lease in such form as the Landlord may require;

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ve to a guarantor) that the assignee enters into a deed in such form as the Landlord may reasonably require the Landlord providing for a deposit of not less than six months' Annual Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants in this Lease with a view to the deposit;

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no arrears of the Annual Rent or any other sums due under this Lease (provided that these shall not be the subject of a legitimate dispute with the Landlord);

the assignee is in the Landlord's reasonable opinion of sufficient financial standing to enable it to comply with the obligations and conditions contained in this Lease.

the assignee shall prevent the Landlord from giving consent to any assignment on any reasonable condition nor from refusing consent to any assignment in any other circumstance where it is reasonable to do so.

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3.1.2 The Tenant shall not share occupation of the Premises with other tenants who are in the same corporate group (within the meaning of the Landlord and Tenant Act 1954) as long as no assignment of the lease and landlord and tenant is created.

3.1.2 The Tenant shall not assign the whole of this lease to a bank or other financial institution without the consent of the Landlord.

3.1.2 The Landlord at any time during the Term to enter the Premises to inspect on any suitable part of the Premises a notice to be given to the Tenant and to allow potential tenants and buyers to view the Premises at reasonable times (accompanied by the Landlord or a person nominated by the Landlord).

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3.1.2 The Tenant shall comply with the requirements of the Landlord's insurers and shall not do anything which could invalidate any insurance policy.

The Tenant shall not do or omit to do anything which increases any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2 The Tenant shall pay the cost of all taxable supplies made to the Tenant in accordance with the lease on the due date for making any payment or, where applicable, on 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 equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or the Tenant is entitled to a credit for such VAT under the Value Added Tax Act 1990.

3.1.3 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, charges and costs incurred by the Landlord in connection with this Lease.

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a third party and the Landlord's own liabilities, incurred in defending or settling any action, claim or of any personal injury or death, damage to any person or of any right arising from:

condition of the Premises or the Tenant's use of

the Tenant's rights; or

of any alterations.

3.1.30 In the event that the Tenant is covered by the indemnity in clause 3.1.30, the

the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

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

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

3.1.31 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 state management.

3.1.32 The Tenant shall reimburse the Landlord a fair proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in carrying out, repairing, replacing, maintaining, cleansing (including cleaning) lighting any Conduits, structures or other items which are capable of being used by the Premises in connection with the Premises.

3.1.33 The Tenant shall, on any assignment, transfer, underlease or charge of the Premises or by the Tenant, any undertenant or any other person, deliver to the Landlord a certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

3.1.34 The Tenant shall, on or before the date of compulsory registration at the Land Registry, deliver to the Landlord a copy of the Lease to apply to the Land Registry and once the registration has been completed to deliver to the Landlord the relevant titles to the Landlord.

3.1.35 The Tenant shall, on or before the date of this Lease, deliver to the Landlord the original of this Lease and the documents as the Landlord reasonably requires in connection with this Lease and to remove entries in relation to it from the Landlord's registered title.

3.1.36 The Tenant shall, if an Act of Insolvency occurs in relation to a person who is the Landlord so requires to procure that another person who is the Landlord enters into a deed of covenant with the Tenant on the same terms as the original guarantor.

4. Landlord's

4.1 The Landlord shall, on or before the date of this Lease, deliver to the Tenant:

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4.1.1 The Tenant shall not pay the rents and other sums due and obligations under this Lease, to permit the Tenant to use any part of the Premises without any interruption by the person claiming under or in trust for the Landlord permitted by the Lease.

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4.1.2 The Tenant is required by law to commission an EPC, the Tenant shall commission any EPCs that are needed during the Term at its expense.

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4.1.3 The Tenant shall insure (other than any plate glass at the Premises) the Premises on normal market terms against loss or damage and shall be responsible for the full reinstatement cost including reinstatement of incidental expenses, debris removal, site clearance and any applicable VAT, provided that the obligation to insure shall be subject to any exclusions or limitations as the insurers may require.

4.1.4 The Tenant shall, if necessary, obtain all necessary planning and other consents, to use the Premises for the purpose for which the Premises was received (other than for loss of rent) to repair the Premises if money has been received or (as the case may be) is receivable. The Landlord shall not be obliged to:

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

(b) provide alternative accommodation if the Tenant has failed to pay any of the rents or other sums due; or

(c) provide alternative accommodation if the Tenant has failed to pay the rent due after the Premises after a notice has been served under Clause 4.2.

4.1.5 The Tenant shall be required to provide:

(a) a copy of the Landlord's insurance policy;

(b) a copy of the current year's premium; and

(c) a copy of the commission received or receivable by the Landlord.

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4.2 If, following the destruction of the Premises by an Insured Risk, the Landlord considers that it is impossible or impractical to reinstate the Premises, the Landlord may terminate this Lease by giving notice to the Tenant. The notice shall be given within 14 days from the date on which the Premises was destroyed. The date on which the notice is given shall determine but this shall not affect any right or remedy of the Landlord in respect of the covenants of this Lease. Any proceeds of the insurance (other than the insurance for plate glass) shall belong to the Landlord.

5. Provisos and conditions

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5.1 The provisions of this Lease shall be subject to the following conditions:

5.1.1 The Tenant shall not be allowed to be in arrears of rent for a period of less than 3 months after becoming due (whether formally demanded or not).

5.1.2 The Tenant shall not be allowed to sublet the Premises without the prior written consent of the Landlord; or

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5.1.3 In the event of an emergency

enter the Premises (or any part of them) at any time so that this Lease will end (but this will not affect any rights or obligations available to the Landlord).

5.2 If the Premises or any part of them are damaged or destroyed (other than where the damage or destruction is caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant, the Rent or a fair proportion of it will cease to be payable until the Premises are fit for occupation or use by the Tenant, whichever is the longer period.

5.3 If the Premises or any part of them are damaged or destroyed (other than where the damage or destruction is caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant and have not been made fit for occupation or use by the Tenant within a period of three years from the date of damage or destruction, the Tenant may terminate this Lease with immediate effect by giving written notice to the Landlord.

5.4 If the Premises or any part of them are damaged or destroyed (other than where the damage or destruction is caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant and the damage or destruction was caused by an act or default of the Tenant, the Landlord may give written notice to the Tenant within six months of the date of damage or destruction of the Premises either: a) giving notice of its intention to reinstate the Premises at the expense of the Tenant; or b) terminating this Lease with immediate effect. If the Landlord does not give the notice referred to within six months of the date of damage or destruction of the Premises, the Tenant may terminate this Lease with immediate effect by giving written notice to the Landlord.

5.5 Nothing in this Lease shall give the Tenant the right to enforce, or to prevent the enforcement of, any covenant, benefit of any covenants, rights or conditions to which the Premises or any part of them are subject.

5.6 The Landlord acknowledges that a person who is not a party to this Lease has no right to enforce any provision of the Contracts (Rights of Third Parties) Act 1999 to the detriment of the Tenant.

5.7 The Landlord warrants that nothing in this Lease constitutes or shall constitute a warranty that the Premises may lawfully be used for any purpose other than that specified in this Lease.

5.8 The Tenant warrants that it has not entered into this Lease in reliance on any statement or representation made by or on behalf of the Landlord.

6. Notices

6.1 Any notice given in connection with this Lease must be in writing and must be sent by first class post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address if the recipient has specified as its address for service in writing a ten working days' notice under this clause 6.

6.2 A notice given to:

6.2.1 a company registered in the United Kingdom or a limited liability partnership registered in the United Kingdom, shall be treated as given if served at its registered office;

6.2.2 a person or entity incorporated in a country outside the United Kingdom, shall be treated as given if served at the address for service in the United Kingdom.

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set out in the deed or document to which they
such address has been given at their last known
Kingdom;

6.2.3 served:

the Landlord, at any postal address in the United
n from time to time for the registered proprietor
number set out in paragraph LR2.1 at the beginning
or, 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;

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

6.2.4 be treated as served on the second working day
ing if sent by pre-paid first-class post or special
the notice is delivered to or left at the recipient's
or left at that address.

6.2.5 as served on a day that is not a working day or
rking day, it will be treated as served at 9:00AM
owing working day.

6.2.6 fax or email is not a valid form of service under

7. [Termination]

7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by
giving notice in writing of not less than <<notice period to terminate lease e.g. 3 or
6 months>> to take effect at any time.

7.2 If the Landlord terminates this Lease in accordance with clause 7, this will not affect the rights of any party
for any period of time in relation to this Lease.

7.3 The Landlord shall reimburse the Tenant all payments of Rent that relate to a
period of not more than 6 months prior to the termination of this Lease.]

8. [Termination]

8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by
giving notice in writing of not less than <<notice period to terminate lease e.g. 3
or 6 months>> to take effect at any time.

8.2 This clause shall not apply if the Tenant terminates the Lease following a notice given by the Tenant if the
Total Rent (plus VAT) due up to the date of termination and/or any other occupiers give up occupation
of the Premises and the Tenant binds no continuing underleases.

8.3 [The Tenant's obligation under clause 8 is personal to the Tenant named in paragraph
LR3 and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to
exist.]

8.4 If the Tenant terminates the Lease in accordance with clause 8, this will not affect the rights of any party

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- for and the obligation in this Lease.
- 8.5 The [] shall require the Tenant all payments of Rent that relate to a period of [] of this Lease.]
9. **Exclusion of liability**
- 9.1 The [] shall require the Tenant (or as the case may be be contractually bound to enter into this Lease) the Landlord to give a notice in the form set out in schedule 1 to the Regulations (Business Tenancies) (England and Wales) Order 2003.
- 9.2 The [] shall require the Tenant (or a person on behalf of the Tenant) to make a declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of schedule 2 to the 2003 Order.
- 9.3 The [] shall require, if applicable, the person who made the declaration on the [] to do so with the Tenant's authority.
- 9.4 The [] shall require the Tenant to agree pursuant to section 38A(1) of the Landlord and Tenant Act 1954 (sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954) in relation to the tenancy created by this Lease.
- 9.5 The [] shall require the Tenant to confirm that there is no agreement to which the Tenant is a party before the grant of this Lease (or as the case may be as contractually bound to enter into this Lease) to require the Landlord to give a notice in the form set out in schedule 1 to the Regulations (Business Tenancies) (England and Wales) Order 2003.
- 9.6 [The [] shall require the Landlord to give a notice in the form set out in schedule 1 to the Regulations (Business Tenancies) (England and Wales) Order 2003.
- 9.7 The [] shall require the Landlord to give a notice in the form set out in paragraph 7] of schedule 2 to the 2003 Order.
- 9.8 The [] shall require, if applicable, the person who made the declaration on the [] to do so with the Guarantor's authority.
10. **[Guarantor's obligations]**
- 10.1 The [] shall require the Guarantor to agree with the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall be liable to the Landlord and comply with those obligations;
- 10.1.1 The [] shall require the Landlord that they will guarantee the Tenant's obligations under the Authorised Guarantee Agreement if such a guarantee is required by the Landlord on assignment of this Lease pursuant to paragraph 23 (b) of this Lease;
- 10.1.2 The [] shall require the Landlord as primary obligor, and separate to the obligations of the Guarantor under 10.1.1 and 10.1.2 above, to indemnify the Landlord for all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the obligations of the Tenant under this Lease (and any supplemental documents to this Lease);
- 10.1.3 The [] shall require the Landlord as primary obligor to indemnify the Landlord for all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company

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10.2 If the
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d)

at, scheme of arrangement or other scheme
to have the effect of impairing, compromising or
the obligations of the Guarantor in this clause 10.

the discretion notifies the Guarantor within three
by disclaimer or forfeiture of this Lease or the
register of companies, the Guarantor must, within
Landlord's option either:

cost (including payment of the Landlord's costs)
lease of the Premises:

ing and taking effect on the date of the disclaimer
this Lease or the Tenant being struck off the
panies and ending on the date when this Lease
ded if the disclaimer, forfeiture or striking-off had

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

ent 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
rent 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

arrears of the rents, any outgoing and all other
Lease plus the amount equivalent to the total of
and all other sums due under this Lease that
the period of 6 months following the disclaimer,
.

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

on receipt of the payment in full, the Landlord
from its future obligations under this clause 10
Landlord's rights in relation to any prior breaches).

not be reduced or discharged by:

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

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

Landlord to accept any rent or other payment due

lease (except that a surrender of part will end the
liability in respect of the surrendered part);

- e) counterclaim that the Tenant or the Guarantor
- f) disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of
- g) merger by any party with any other person, any acquisition of the whole or any part of the assets or liability by any other person;
- h) interference in relation to the Guarantor of an Act of
- i) or an a release by the Landlord by deed.

10.6 The Tenant shall not claim in competition with the Landlord in the event of the insolvency of the Landlord and must not take any security, indemnity or guaranty in respect of the Tenant'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 the Lease.
- a) at the expiry of this Lease expires;
- b) if the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
- c) if the Landlord releases the Guarantor in accordance with [Section 10.7.1].

11. Applicable Law

- 11.1 This Lease shall be governed by the contractual obligations arising out of or in connection with it and shall be subject to the law of England and Wales.
- 11.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales shall have jurisdiction to decide any dispute arising out of or in connection with this Lease in relation to any non-contractual obligations.
- 11.3 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 by the court of competent jurisdiction.

THIS LEASE has been signed 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
<<Landlord's Name>>
acting by [a director
secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause in individual)

Signed as a deed by
<<Landlord'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
<<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
secretary] [two directors]

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

Executed as a deed by
<<Guarantor's Name>>
acting by a director
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 the Premises and all conduits connecting the Premises to the public mains for the supply of water, gas, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar supplies to and from the Premises.
2. The right to use the Premises from any adjoining premises owned or occupied by the Landlord.
3. [The right in and to the Premises and all others authorised by the Landlord to:
 - a) use for the purpose of the Premises, including gaining access on foot only to and egress from the Premises, courtyards and emergency escapes within the Premises and the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - b) use for the purpose of the Premises, including gaining access to and egress from the Premises and the Landlord's Neighbouring Property via estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
 - c) <<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 the Landlord's Neighbouring Property under section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1969) 1 AC 617.]

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Rights Reserved to the Landlord

1. The right to install, maintain, repair, gas, air, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and similar services and to any adjoining or neighbouring premises through the Premises.
2. The right to:
 - a) review the Environmental Performance of the Premises including monitoring and recording equipment within or relating to the Premises and to any adjoining or neighbouring premises;
 - b) estimate the rebuilding cost of the Premises for insurance or any other purpose.
3. If the relevant works are reasonably likely to be substantially carried out without entry onto the Premises, the right to enter the Premises to:
 - a) build, alter, repair, demolish or remove any or party walls on or adjacent to the Premises; and
 - b) inspect, alter, repair, demolish or remove any or party walls on or adjacent to the Premises, or to erect, rebuild or carry out other works upon any or party walls on or adjacent to the Premises.
4. [Where the Landlord, in its sole discretion, consents, the right to enter the Premises to improve their Environmental Performance.]
5. The right to do anything that the Landlord is expressly entitled to do or required to do by law, or which is necessary for any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 working days' prior notice (except in the case of emergency) and the Tenant must give as much notice as may be reasonable to the Landlord;
 - b) observe the requirements (but where that includes being accompanied by the Tenant's representative the Tenant must make that representative available to the Landlord's entry set out in this Lease;
 - c) observe the requirements (but where that includes being accompanied by the Tenant's representative the Tenant must make that representative available to the Landlord's entry set out in this Lease;
 - d) cause the works to be carried out as soon as reasonably practicable; and
 - e) cause the works to be carried out as soon as reasonably practicable;
 - f) repair any damage caused by the works as soon as reasonably practicable; and
 - g) where the works involve the use of heavy machinery or equipment, obtain the Tenant's approval to the location, method of use and any other material matters relating to the preparation for, and carrying out of, the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) where the works involve the use of heavy machinery or equipment, exercise any rights outside the normal business hours.

6. [The right to use the Premises for any purpose whatsoever and without any restrictions or conditions save as may be required by law or equipment on the roof of the Premises and a route as the Landlord may require.]
7. The right to carry out any construction, demolition, alteration or redevelopment (whether or not these works interfere with the flow of light and air) and to use the Premises for any purpose whatsoever and without any restrictions or conditions save as may be required by law or equipment on the roof of the Premises and a route as the Landlord may require. The right in connection with those works to underpin the Premises and to use the Premises for any purpose whatsoever and without any restrictions or conditions save as may be required by law or equipment on the roof of the Premises and a route as the Landlord may require.
- giving notice to the Landlord of the works to be carried out;
 - consenting 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 the relevant standards of construction and workmanship;
 - taking steps to ensure that the works do not produce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions and recommendations;
 - making good any damage to the Premises or its contents.
8. The right, with the Landlord's consent, to place scaffolding on the exterior of or outside any buildings on the Premises in connection with any works to be carried out on the Premises or to the Premises or its contents. The right in connection with those works to underpin the Premises and to use the Premises for any purpose whatsoever and without any restrictions or conditions save as may be required by law or equipment on the roof of the Premises and a route as the Landlord may require. The right in connection with those works to underpin the Premises and to use the Premises for any purpose whatsoever and without any restrictions or conditions save as may be required by law or equipment on the roof of the Premises and a route as the Landlord may require.
- any damage to the Premises or its contents as soon as reasonably practicable, with any necessary works to be carried out by the Tenant or the Premises made good;
 - the scaffolding to be erected as is reasonably practicable to the minimum extent;
 - the scaffolding to be erected in such a way as to ensure that any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) is not obscured by the scaffolding) unless the Tenant has obtained the Landlord's consent;
 - if the scaffolding is erected on the Premises, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that the sign is not obscured by the scaffolding.
9. The right to use the Premises for any purpose whatsoever and without any restrictions or conditions save as may be required by law or equipment on the roof of the Premises and a route as the Landlord may require.
10. The right to use the Premises for any purpose whatsoever and without any restrictions or conditions save as may be required by law or equipment on the roof of the Premises and a route as the Landlord may require.
11. All rights of the Landlord in and to the Premises that now exist or that might (but for this Lease) exist.

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1. Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.

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2. To make any alterations to the Premises in writing accompanied by all necessary information to the reasonable satisfaction of the Landlord that the material is necessary for the Tenant's business and will be kept in accordance with the requirements of the Regulations.

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3. When requested by the Landlord to provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.

4. To obtain, maintain and 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.

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5. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.

6. No vehicles or goods are to be stored or remain in any service area within the Premises for longer than is reasonably necessary for the purposes of the business and no vehicles may remain overnight.

7. To comply with any traffic regulations on the estate roads within the Premises.

8. No mat, brush or refuse to be thrown out of the Premises, nor shall anything be thrown outside the Premises.

9. Not to place or deposit any refuse or waste in the bins but to dispose of such waste 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 for serving the Premises.

11. No blind shall be placed in the windows of the Premises without the previous written consent and type.

12. Not without written consent to allow any item to be stored or left on any open space, materials, tools, machinery or refuse.

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Rule – Regulations

Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.

To make any alterations to the Premises in writing accompanied by all necessary information to the reasonable satisfaction of the Landlord that the material is necessary for the Tenant's business and will be kept in accordance with the requirements of the Regulations.

When requested by the Landlord to provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.

To obtain, maintain and 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.

Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.

No vehicles or goods are to be stored or remain in any service area within the Premises for longer than is reasonably necessary for the purposes of the business and no vehicles may remain overnight.

To comply with any traffic regulations on the estate roads within the Premises.

No mat, brush or refuse to be thrown out of the Premises, nor shall anything be thrown outside the Premises.

Not to place or deposit any refuse or waste in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority.

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No blind shall be placed in the windows of the Premises without the previous written consent and type.

Not without written consent to allow any item to be stored or left on any open space, materials, tools, machinery or refuse.