

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)>>
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,</i> <ol style="list-style-type: none"> <i>The territory of incorporation</i> <i>The overseas company's registered office address in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2014, the Act 2022. If the Landlord is an 'overseas entity ID'</i> <i>Where the entity has a place of business in the UK, 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>>
LR4. Property <i>Insert a full description of the property being leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is</i>	Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>>

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.
 <<Insert other title number(s)>>

Guarantor (if any)
 <<Insert name of Guarantor>>
 <<Insert address of Guarantor>>
 <<Insert company number>>

Other parties
Specify capacity of each party, for example "management company", "guarantor", etc.
 <<Insert name of other party>>
 <<Insert address of other party>>
 <<Insert company number>>

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 land and building[s] [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 title, 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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<p>LR9. Rights of acquisition</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the relevant 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 Property</p> <p><i>Insert the relevant provisions of the lease clause, schedule or part in this lease which contain the covenants</i></p>		<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the relevant 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 charged on the Property</p> <p><i>Refer here only to the relevant paragraph of a schedule which sets out the rent charged</i></p>		<p>None</p>
<p>LR13. Application for restriction</p> <p><i>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</i></p>		<p>N/A</p>

<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>If the Tenant is one person, omit the alternative statements.</p> <p>If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statement.</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:

<p>‘Act of Insolvency’</p>	<p>means:</p> <ul style="list-style-type: none">(a) the filing of a petition for the winding-up of a company or the making of an order for the winding-up of a company;(b) the making of an administration order or the making of an order for the appointment of an administrator in relation to the Tenant or any guarantor;(c) the filing of a petition for the appointment of an administrator, or the making of an order for the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;(d) the receiver or manager or an administrative receiver taking control of the property or income of the Tenant or any guarantor;(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of effecting a reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies.
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	<p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>of the Tenant or any guarantor from the Register of 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 a bankruptcy order or the making of a bankruptcy order against 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 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 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>
‘Conduits’	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, gas, water, electricity and similar supplies or utilities;</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"> generation of energy and associated generation of greenhouse gas emissions; consumption of water; management and management; and environmental impact arising from the use or operation of the property.
‘Insurance Rent’	<p>the Landlord of:</p>

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	<p>premises insured in accordance with the Landlord's Lease (after any discount is allowed to the Tenant before any commission is allowed or paid to the Broker);</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>losses of the Premises for insurance purposes from any excess or deductible under any insurance policy which the Tenant incurs or will incur in reinstating the Premises after destruction or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following destruction by an Insured Risk to the Premises because of neglect or failure to act; and</p> <p>any increased premiums that the insurers may require as a condition of carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the Premises.</p>
'Insured Risks'	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, damage to underground services or electricity wires or cables, impact by aircraft or vehicles and any articles dropped from them, impact by riot, civil commotion, strikes, labour or political disturbances, malicious damage to the extent, in each case, that such damage is available on normal market terms in the UK insurance market when the insurance is taken out, and any other risks against which the Tenant reasonably insures from time to time, subject in all cases to the terms, limitations and exclusions imposed by the insurers.</p>
'Interest'	<p>the rate of <<rate of interest on outstanding payments of the Rent per year above the base rate for the time being of the Bank of England or (if base rate or that bank ceases to exist) a replacement rate notified by the Landlord to the Tenant;</p>
'Landlord'	<p>the person entitled to the immediate reversion to this Lease;</p>
'Landlord's Neighbouring Property'	<p>buildings owned by the Landlord near to the Premises;</p>
'Permitted Use'	<p>storage or distribution within use class B8 of the Town and Country Planning (Use Classes) Order 1987;</p>
'Premises'	<p>the premises described in paragraph LR4 at the beginning of this Lease.</p>

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- 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 to 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
uirement to obtain the consent or approval of any
dlord where such consent or approval is required
mortgage.
- 1.3.1 agreement are for convenience only and shall not

2. Demise and

- 2.1 The premises to the Tenant for the Term together with
(inso grant the same) the rights set out in the First
Sche reserving for the benefit of the Landlord's
Neigh hts set out in the Second Schedule, and subject
to the
- 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 om the Tenant to the Landlord under this Lease;
- 2.2.4 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
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 Premises (including VAT) on the Rent payable; and
- 3.1.4 from the Landlord's dealing with its own interests.
- 3.1.4 the Landlord against all charges incurred relating to the Premises and surface water drainage, electricity, oil, telecommunications, internet, data communications and other utilities supplied to the Premises (including all meter rents).
- 3.1.5 stating relief because it has been allowed during the Term to make good that loss to the Landlord on demand.
- 3.1.6 in good and substantial repair and condition and that:
- 3.1.7 shall not apply where damage results from any of the following: (a) any act or default of the Tenant [; and (b) any act or default of the Landlord.]
- 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 class.]
- 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 sound foundations.
- 3.1.10 the Premises to the Landlord in the repair and condition in which they were taken into possession under the Lease;
- 3.1.11 reasonably requires, and gives the Tenant notice of [two] months before the end of the Term, the Tenant to remove all items the Tenant has fixed to the Premises, and to make good any damage caused to the Premises by that removal; and
- 3.1.12 the Tenant's possessions from the Premises; and
- 3.1.13 to the Landlord all documents held by the Tenant relating to health and safety matters including (but not limited to) risk assessments, asbestos surveys and reports, fire risk assessments and reports, and certificates relating to gas safety systems.

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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 sold in the mistaken belief that the possessions are the Tenant; and

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

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

does not comply with clause 3.1.12 a), to permit the Landlord to enter the Premises and carry out the works at the Tenant's expense and to pay to the Landlord on demand (as a contractual debt) the proper expenses of such works (including all legal costs, Surveyor's and other fees).

is entitled to exercise any right to enter the Premises to inspect, measure, test, photograph, or otherwise inspect the Premises, contractors, agents and professional advisors, at any reasonable time (whether or not during business hours) and, except in the case of an emergency after giving reasonable notice (which need not be in writing) to the Tenant.

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

of the tenant covenants of this Lease;

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

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

works to the Premises to improve their Performance where the Tenant in its absolute discretion has 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
PC commissioned in respect of the Premises; and

tted 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) subject to
plying with clauses 3.1.17 a) - e).

hout consent from the Landlord make internal
of a non-structural nature which do not adversely
alue, structural stability, statutory compliance or
ormance of the Premises subject to the Tenant:

ldlord 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;

any damage to the Premises caused by the
the works;

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

lord copies of the plans and specifications of the
rming the Landlord of the cost of any alterations,
rks carried out by the Tenant (except any which
nant'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 are
the Tenant has provided that information.

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3.1.1

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the Construction (Design and Management) Regulations 2007 apply to any works carried out to the Premises and the Landlord's consent is required for them under this Lease. The Tenant shall comply with these regulations and to provide the Landlord with a completed health and safety file upon completion of any works.

The Tenant shall, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign displaying the Tenant's trading name in the position specified by the Landlord. The sign shall be of a size and material approved by the Landlord (such approval may be reasonably withheld or delayed) and at the end of the Lease the Tenant shall remove any sign and make good any damage caused to the Premises by the sign of the Landlord.

The Tenant shall have the following obligations in respect of the Premises:

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

To provide a copy of 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 any notice or other communication and take any other action in connection with it as the Landlord acting reasonably may require.

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

To comply with any planning permissions relating to or affecting the Premises.

The Tenant shall comply with the Construction (Design and Management) Regulations 2007 and before commencing any works to make a declaration under regulation 4(8) to the effect that the Tenant is not electing for the purposes of these regulations, to give the Landlord notice of the election and to fulfil the obligations of the Regulations.

The Premises shall be equipped with all fire prevention, detection and alarm equipment which is required by law or by the insurers or reasonably required by the Landlord and to maintain such equipment and allow the Landlord to inspect it from time to time.

The Tenant shall notify the Landlord promptly of any defect or disrepair in the Premises and shall make the Landlord liable under any law or regulation; and

The Tenant shall obtain the prior written consent of the Landlord to apply for any planning permission of the Premises unless the Tenant is required to do so by law.

The Tenant shall ensure that no rights or easements to be acquired over the Premises. Any such acquisition may result in the acquisition of a right or easement:

The Tenant shall notify the Landlord; and

The Tenant shall help the Landlord in any way that the Landlord may require in connection with the acquisition so long as the Landlord is not required to do so by law.

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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

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n or share the possession or occupation of the
part of the Premises save as provided for in clause
ease;

part of the Premises;

the whole or any part of the Premises;

part only of the Premises; and

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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 giving
e compliance with the conditions in clause 3.1.23.

3.1.2

pose 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 (an
arantee Agreement") in such form as the Landlord
y require;

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

e provided on assignment, who is a person of
otable to the Landlord (acting reasonably) and
arantee and indemnity of the Tenant's covenants
in such form as the Landlord may reasonably

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ve to a guarantor) that the assignee enters into a
ed in such form as the Landlord may reasonably
e Landlord providing for a deposit of not less than
onths' Annual Rent (plus VAT) (calculated as at
e assignment) as security for the assignee's
f the tenant's covenants in this Lease with a
e deposit;

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no arrears of the Annual Rent or any other
ms due under this Lease (provided that these
ot the subject of a legitimate dispute with the

hee is in the Landlord's reasonable opinion of
cial standing to enable it to comply with the
ants and conditions contained in this Lease.

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

3.1.2 The Tenant shall not occupy the Premises with other companies in the same corporate group (within the meaning of the Landlord and Tenant Act 1954) as long as no joint landlord and tenant is created.

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

3.1.2 The Tenant shall be entitled at any time during the Term to enter the Premises to view a suitable part of the Premises a notice for re-letting to potential tenants and buyers to view the Premises (to be accompanied by the Landlord or its agents).

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

3.1.2 The Tenant shall not 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 amount of all taxable supplies made to the Tenant in accordance with the lease on the due date for making any payment or, if later, 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 any other person any sum by way of a refund or amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or its agents are entitled to 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 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 damages or any personal injury or death, damage to any property or any right arising from:

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

(b) the Tenant's rights; or

(c) any alterations.

3.1.3 The Tenant shall, in addition to the indemnity in clause 3.1.30, the

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

(e) 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

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

3.1.3 Regulations set out in the Third Schedule and any
ations made by the Landlord from time to time in
state management.

3.1.3 The Landlord a fair proportion (to be determined by
osts, fees and expenses properly incurred by the
repairing, replacing, maintaining, cleansing and
ighting any Conduits, structures or other items
capable of being used by the Premises in common

3.1.3 Any assignment, transfer, underlease or charge of
r by the Tenant, any undertenant or any other
ified copy of the relevant document together with
of the relevant registered titles to the Landlord.

3.1.3 To compulsory registration at the Land Registry,
e date of this Lease to apply to the Land Registry
d once the registration has been completed to
the relevant titles to the Landlord.

3.1.3 To deliver to the Landlord the original of this Lease
ents as the Landlord reasonably requires to close
nd to remove entries in relation to it noted against
ed title.

3.1.3 And if an Act of Insolvency occurs in relation to a
ndlord so requires to procure that another person
ndlord enters into a deed of covenant with the
terms as the original guarantor.

4. Landlord's

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4.1 The Landlord shall

4.1.1 Not paying the rents and other sums due and
gations under this Lease, to permit the Tenant to
of the Premises without any interruption by the
person claiming under or in trust for the Landlord
mitted by the Lease.

4.1.2 Not is required by law to commission an EPC, the
ny EPCs that are needed during the Term at its

4.1.3 s (other than any plate glass at the Premises) with
normal market terms against loss or damage by
the full reinstatement cost including professional
expenses, debris removal, site clearance and
provided that the obligation to insure is subject to
ions or limitations as the insurers may impose.

4.1.4 All necessary planning and other consents, to use
received (other than for loss of rent) to repair the
money has been received or (as the case may be)
s. The Landlord shall not be obliged to:

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modation identical in layout or design so long as
n reasonably equivalent to that previously at the
vided;

ld if the Tenant has failed to pay any of the
; or

d the Premises after a notice has been served
use 4.2.

4.1.5 d by the Tenant to provide:

e Landlord's insurance policy;

yment of the current year's premium; and

ommission received or receivable by the Landlord.

4.2 If, fol
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reins
to the
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struction of the Premises by an Insured Risk, the
considers that it is impossible or impractical to
Landlord may terminate this Lease by giving notice
months from the date on which the Premises was
giving notice this Lease shall determine but this shall
ight or remedy of the Landlord in respect of any
ts of this Lease. Any proceeds of the insurance
plate glass) shall belong to the Landlord.

5. **Provisos and**

5.1 The p

5.1.1 <length of time rent is allowed to be in arrears e.g
r becoming due (whether formally demanded or

5.1.2 his Lease; or

5.1.3 vency

the L
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e Premises (or any part of them) at any time after
ill end (but this will not affect any right or remedy

5.2 If the
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is the

or destroyed (other than where the damage or
act or default of the Tenant) so as to be unfit for
al Rent or a fair proportion of it will cease to be
age or destruction for a period of three years or
t for occupation or use by the Tenant, whichever

5.3 If the
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the e
party
the L

re damaged or destroyed (other than where the
sed by an act or default of the Tenant) so as to be
d have not been made fit for occupation or use by
ars from the date of damage or destruction, either
e with immediate effect by giving written notice to

5.4 If the
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re damaged or destroyed (other than where the
sed by an act or default of the Tenant) so as to be
d the damage or destruction was caused by an
may give written notice to the Tenant within six
e or destruction of the Premises either: a) giving

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the T
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date
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its intention to reinstate the Premises at the
terminating this Lease with immediate effect. If the
enant the notice referred to within six months of the
n of the Premises, the Tenant may terminate this
y giving written notice to the Landlord.

5.5 Noth
relea
which

ne Tenant the right to enforce, or to prevent the
benefit of any covenants, rights or conditions to
are subject.

5.6 The p
arisin
enfor

on who is not a party to this Lease has no right
Contracts (Rights of Third Parties) Act 1999 to
se.

5.7 The
const
for an

that nothing in this Lease constitutes or shall
warranty that the Premises may lawfully be used
is Lease.

5.8 The T
any r

at it has not entered into this Lease in reliance on
y made by or on behalf of the Landlord.

6. Notices

6.1 Any m
sent
or left
in the
by gi

connection with this Lease must be in writing and
st or special delivery to or otherwise delivered to
recipient under clause 6.2 or to any other address
the recipient has specified as its address for service
working 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

served:

he Landlord, at any postal address in the United
n from time to time for the registered proprietor on
r set out in paragraph LR2.1 at the beginning of
if no such address is given, at its last known
United Kingdom;

ne Tenant, at the Premises;

a guarantor, at the address of that party set out in
document under which they gave the guarantee; and
ny other party, at their last known address in the
n.

6.3 Any m
date
time
left a

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

6.4 If a n

on a day that is not a working day or after 5:00PM

- on a
follow
- 6.5 Service of notice by email is not a valid form of service under this Lease.
7. **[Termination]**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving notice in writing of more than <<notice period to terminate lease e.g. 3 or 6 months>> to take effect at any time.
- 7.2 If the Landlord terminates the Lease pursuant to clause 7, this will not affect the rights of any party to the Lease or any obligation in this Lease.
- 7.3 The Landlord shall release the Tenant all payments of Rent that relate to a period of more than <<notice period to terminate lease e.g. 3 or 6 months>> 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 more 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 to the termination of the Lease following a notice given by the Tenant if the Tenant is liable for the Rent (plus VAT) due up to the date of determination and the Tenant or its successors or other occupiers give up occupation of the Premises and all underleases.
- 8.3 [The Tenant's obligation under clause 8 is personal to the Tenant named in paragraph 1.1 of this Lease and will end on the date of the first deed of assignment or on the date when that Tenant ceases to exist.]
- 8.4 If the Landlord terminates the Lease pursuant to clause 8, this will not affect the rights of any party to the Lease or any obligation in this Lease.
- 8.5 The Landlord shall release the Tenant all payments of Rent that relate to a period of more than <<notice period to terminate lease e.g. 3 or 6 months>> of this Lease.]
9. **Exclusion of liability**
- 9.1 The Tenant shall be deemed to be the grant of this Lease (or as the case may be, to be contractually bound to enter into this Lease) the Landlord shall not be liable for any loss or damage in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.2 The Tenant shall, before the grant of this Lease (or as the case may be, to be contractually bound to enter into this Lease) the Landlord shall not be liable for any loss or damage in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant shall, if applicable, the person who made the declaration shall be deemed to be the grant of this Lease (or as the case may be, to be contractually bound to enter into this Lease) the Landlord shall not be liable for any loss or damage in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.4 The Landlord and the Tenant shall agree pursuant to section 38A(1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995) in relation to the tenancy created by this Lease.
- 9.5 The Landlord and the Tenant shall confirm that there is no agreement to which the Tenant is a party.
- 9.6 [The Tenant shall, before the grant of this Lease (or as the case may be, to be contractually bound to enter into this Lease) the Landlord shall not be liable for any loss or damage in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.

SAMPLE

Landlord must serve a notice in the form set out in schedule 1 to the Regulations (England and Wales) (England and Wales) Order 2003.

9.7 The [redacted] they made a [declaration in the form set out in paragraph 8] of [redacted]

9.8 The [REDACTED] if applicable, the person who made the declaration on the [REDACTED] so with the Guarantor's authority.

10. **[Guarantor'**

10.1 The Guarantor shall be jointly and severally obligated with the Tenant to the Landlord that the Tenant will comply with all the obligations set forth in this Lease. If the Tenant defaults, the Guarantor shall be obligated to and comply with those obligations;

10.1. [REDACTED] Landlord that they will guarantee the Tenant's Authorised Guarantee Agreement if such a [REDACTED] by the Landlord on assignment of this Lease 23 (b) of this Lease;

10.1.1. **Warranties.** The Tenant warrants, covenants and agrees, jointly and severally, to the Landlord as primary obligor, and separate to the Landlord as secondary obligor, to indemnify the Landlord and its agents, assigns, successors and assigns, from and against all claims, damages and expenses caused to the Landlord or its agents, assigns, successors and assigns, by or for the Tenant or its agents, assigns, successors and assigns, to pay the rents or comply with the Tenant's obligations under this Lease (and any supplemental documents to this Lease) and to hold the Landlord and its agents, assigns, successors and assigns, harmless from and against all such claims, damages and expenses.

10.1. **D** Landlord as primary obligor to indemnify the
ses, costs, damages and expenses caused to the
ant proposing or entering into any company
, scheme of arrangement or other scheme having
he effect of impairing, compromising or releasing
tions of the Guarantor in this clause 10.

10.2 If the [REDACTED] at its discretion notifies the Guarantor within three months of the date of the [REDACTED] disclaimer or forfeiture of this Lease or the Tenant being [REDACTED] of companies, the Guarantor must, within ten working days of the date of the [REDACTED] option either:

10.2. [REDACTED] shall pay the cost (including payment of the Landlord's costs) of the removal and disposal of the contents 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;

rent review date on the term commencement date
 use 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 clause 10.2 is not satisfied, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.
- 10.4 If clause 10.3 is not satisfied, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 10 (but that release shall not affect the Landlord's rights in relation to any prior breaches).
- 10.5 The obligation of the Guarantor shall not be reduced or discharged by:
- a) any delay in enforcement or any concession allowed to the Tenant or any
 - b) any release or discharge of any right or remedy against the Tenant for any sums due under this Lease or observe the Tenant's obligations under this Lease;
 - c) any release or discharge of the Landlord to accept any rent or other payment due under this Lease;
 - d) any release or discharge of the Landlord to accept any rent or other payment due under this Lease (except that a surrender of part will end the obligation in respect of the surrendered part);
 - e) any release or discharge of the Landlord to counterclaim that the Tenant or the Guarantor may be liable to;
 - f) any release or discharge of the Landlord due to a disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the
 - g) any release or discharge of the Landlord due to a 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) any release or discharge of the Landlord due to an occurrence in relation to the Guarantor of an Act of God;
 - i) any release or discharge of the Landlord due to a release by the Landlord by deed.
- 10.6 The Guarantor shall not be released from its obligations in competition with the Landlord in the insolvency of the Tenant to make any security, indemnity or guarantee from 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) when this Lease expires;
 - b) when the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
 - c) when the Landlord releases the Guarantor in accordance with clause 10.4.

11. **Applicable law**

- 11.1 This Lease shall be governed by the law of England and Wales and the contractual obligations arising out of or in connection with it shall be construed in accordance with 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 have exclusive jurisdiction to hear any dispute arising out of or in connection with this Lease, including 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 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 of <<Landlord's Name>> acting by [a director/secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause by an individual)

Signed as a deed by _____ *Signature:*
<<Landlord's Name>>
in the presence of _____

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

Executed as a deed by _____
the common seal of _____
<<Tenant's Name>> _____ *<<Affix seal here>>*
in the presence of _____

Director

Director/Secretary

OR (alternative completion)

Executed as a deed by _____ *Signature:*
<<Tenant's Name>> _____
acting by [a director _____
secretary] [two directors _____

Director

Signature:

[Director][Secretary]

OR (alternative completion)

Executed as a deed by _____ *Signature:*
<<Tenant's Name>> _____
acting by a director _____
presence of _____

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 by
the common seal of
<<Guarantor's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative clause for company)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative clause for company)

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 _____

S

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nts Granted to the Tenant

1. The right to use the Premises for the purpose of connecting to public mains for the supply of water, gas, electricity, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar supplies or use of the Premises.
2. The right to use the Premises from any adjoining premises owned by the Landlord.
3. [The right in and to the Premises is granted to the Tenant and all others authorised by the Landlord to:
 - a) use the Premises for the purpose of obtaining access on foot only to and egress from the Premises by way of the courtyards and emergency escapes within the Premises [which are shown edged green on the plan attached to this Lease];
 - b) use the Premises for the purpose of obtaining access to and egress from the Premises by way of the estate roads within the Landlord's Neighbouring Premises [which are shown edged blue on the plan attached to this Lease];]
a) <<insert text 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 by virtue of 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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Points Reserved to the Landlord

- [illegible]

6. [The right to use 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 on any adjoining premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works do not materially adversely affect the flow of light and air to the Premises and that in connection with those works to underpin and shore up the Premises 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 current 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 for limiting such interference;
 - making good any damage to the Premises or its contents.
8. The right, with the consent of the Landlord, to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the works referred to in paragraph 7, provided that:
- any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
 - the scaffolding is erected as is reasonably practicable to the minimum extent necessary;
 - the scaffolding does not display 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 obtained the Landlord's consent;
 - 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.
9. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions upon the Tenant.
10. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions upon the Tenant.
11. All rights of reservation (including any rights of reservation) which now exist or that might (but for this lease) exist in the land.

S

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

A

2. To make any alterations to the Premises or to the material structure of the Premises in accordance with the requirements of the Landlord.

M

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

P

4. To obtain, maintain and comply with the terms and conditions of the relevant licence or regulations relevant to the Permitted Use.

L

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

E

6. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain on the Premises overnight.

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

8. No mat, brush or other refuse to be thrown out of 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 with any machinery or equipment at any time.

11. No blind shades or curtains to be drawn or closed without the previous written approval of the Landlord.

12. Not without the written consent of the Landlord to allow any item to be stored or left on the Premises, materials, tools, machinery or refuse.

Rule – Regulations

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

To make any alterations to the Premises or to the material structure of the Premises in accordance with the requirements of the Landlord.

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

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