

S A M P L E

LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) er(s) out of which this lease is granted. k if not registered. Landlord's title number(s)>> Other title numbers le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made. Other title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of e parties.</i> <i>For a Landlord or Guarantor Scottish company use a SC pre Landlord or Guarantor which liability partnership use an OC p Landlord or Guarantor which i company give territory in which inc</i> <i>This lease assumes that the established in England & Wales Property is also in England & Wal</i>	 ame of Landlord>> Address of Landlord>> company number>> ty) name of Charity>> a Charitable ed Organisation and a registered number <<Insert Charity Commission with its principal office address in <<Insert address of Charity>>] name of Charity>> a charitable limited by guarantee registered in under number <<Insert company and a registered charity number Charity Commission number>> whose office is at <<Insert address of trustees, namely <<Insert full names of

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LR4. Property <i>Insert a full description of the leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the property being leased is more fully described.</i> <i>Where there is a letting of part of the property, a plan must be attached to the lease showing any floor levels must be specified.</i>

LR5. Prescribed statements etc. <i>If this lease includes a statement prescribed by rule 179 (leases made by a charity), 180 (leases made by a charity) or 196 (leases made by a charity) of the Landlord and Tenant (Amendment) Act 1993, insert under that sub-paragraph the relevant statement or refer to the schedule or paragraph of a schedule in this lease which contains the statement.</i> <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>

LR6. Term for which the Property is let <i>Include only the appropriate statement (or statements completed) from the three options below.</i> <i>NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6</i>

Charity's trustees>> of the charitable [unincorporated association] known as [name of Charity]>> [a registered charity with Charity Commission number >>] whose principal office address is at <<Insert address of Charity>> (if any) Name of Guarantor>> Address of Guarantor>> Company number>> Parties Capacity of each party, for example "tenant company", "guarantor", etc. Name of other party>> Address of other party>> Company number>>

Use of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. Property [shown edged red on the plan attached to this lease and] known as <<Insert name of Property>> which is on the <<Insert number(s)>> floor of the Building (as defined in rule 1.1)

Statements prescribed under rules 179 (leases made by a charity), 180 (leases made by a charity) or 196 (leases made by a charity) of the Landlord and Tenant (Amendment) Act 1993) of the Landlord and Tenant (Amendment) Rules 2003. 12. This lease is made under, or by virtue of, provisions of:
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including commencement date>> including expiry date>>
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<p><i>Registration Rules 2003.</i></p>	<p>as specified in this lease at clause/ paragraph << >></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p>s as follows: term>></p> <p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two sets of provisions is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p>contains a provision that prohibits or provisions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>tenant's contractual rights to renew to acquire the reversion or another the Property, or to acquire an interest and</p> <p>tenant's covenant to (or offer to) this lease</p> <p>Landlord's contractual rights to acquire</p>
<p>LR10. Restrictive covenants granted by the Landlord in respect of the Property other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of the lease in this lease which contains the provisions.</i></p>	
<p>LR11. Easements</p> <p><i>Refer here only to the clause,</i></p>	<p>Easements granted by this lease for of the Property</p>

<p>paragraph of a schedule in this lease sets out the easements.</p>		<p>easements granted or reserved by this lease for the benefit of other</p>
<p>LR12. Estate rentcharge burdened Property</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</p>		
<p>LR13. Application for standard form of restriction</p> <p>Set out the full text of the standard form of restriction and the title against which it is entered. If you wish to apply for more than one standard form of restriction, set out a separate clause to apply for each of them, together with the title against which it is applying against which title and the full text of the restriction you are applying for.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</p>		
<p>LR14. Declaration of trust where Property is held by more than one person comprising the Tenant</p> <p>If the Tenant is one person, e.g. a company, omit these words.</p> <p>If the Tenant is more than one person, complete the individual trustees of the charity and then complete this clause.</p>		<p>is more than one person. They are to hold the Property on trust for <<Complete details of the trust, e.g. charitable trust or charitable company or unincorporated association as necessary>></p>

1. Definitions and Interpretation

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

'Accounting Date' means the date in each year by which the Tenant must pay the service charge to the Landlord.

text otherwise requires, the following

service charge year ends e.g. 31 December or any other date notified to the Tenant at any

**‘Act
Insolvency’**

of me

(a)

(b)

(c)

(d)

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‘Annual Rent’

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step in connection with any voluntary
other compromise or arrangement for the
of the Tenant or any guarantor;

ication for an administration order or the
ation order in relation to the Tenant or

of intention to appoint an administrator,
the prescribed documents in connection
of an administrator, or the appointment of
y case in relation to the Tenant or any

receiver or manager or an administrative
ny property or income of the Tenant or

a voluntary winding-up in respect of the
or, except a winding-up for the purpose
econstruction of a solvent company in
ututory declaration of solvency has been
of Companies;

for a winding-up order or a winding-up
Tenant or any guarantor;

Tenant or any guarantor from the
or the making of an application for the
or to be struck-off;

arantor otherwise ceasing to exist (but
nant or any guarantor dies); or

application for a bankruptcy order, the
on for a bankruptcy order or the making
against the Tenant or any guarantor.

all apply in relation to a partnership or
ned in the Partnership Act 1890 and the
1907 respectively) subject to the
the Insolvent Partnerships Order 1994
(S ed), and a limited liability partnership (as
e Liability Partnerships Act 2000) subject to
to in the Limited Liability Partnerships
(1090) (as amended).

any analogous proceedings or events
t to the legislation of another jurisdiction
guarantor incorporated or domiciled in

er year exclusive of VAT;

ng known as <<address of building>>
title number>> including all additions

'Common Parts'	means the stairs, yards, halls, passageways, fire escapes, balconies and landings [which are shown edged red on the floor plan attached to this Lease] and any other areas in the Premises provided for use in common by the tenants and the Landlord and visitors;
'Conduits'	means the transmission of water, gas, air, foul and sewage, electricity, oil, telephone, heating, internet, data communications and similar;
'Energy Performance Certificate'	has the same meaning as to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;
'Environmental Performance'	means the following: (a) the energy and associated generation of emissions; (b) the use of water; (c) the waste management; and (d) the environmental impact arising from the use or release of substances;
'Financial Year'	means any period of not less than two consecutive Accounting Dates (including the second) or at the end of the Term starting on the preceding Accounting Date and ending on the last day of the Term;
'Initial Service Charge'	means the first year's service charge>> per year;
'Insurance Rent'	means the sum payable by the Tenant to the Landlord of: (a) the sum insured in accordance with the requirements of this Lease; (b) the sum of the Annual Rent; (c) the sum of the premium for third party liability; and (d) the sum of the cost of the Premises for insurance purposes and (e) the sum of the excess or deductible under any insurance and the sum of the cost incurred or will incur in reinstating the Premises in the event of destruction or damage by an Insured Risk; (f) the sum of the amount that the insurers refuse to pay in respect of the destruction by an Insured Risk to the extent that it is caused by the Tenant's act or failure to act; and

	(g)	based premiums that the insurers may the carrying out or retention of any the Tenant's or any lawful occupier's
'Insured Risks'	me ex bu air im da av at wh in by	including subterranean fire), lightning, subsidence, landslip, heave, earthquake, pipes, tanks or apparatus, impact by ces and any articles dropped from them, sm, riot, civil commotion and malicious each case, that cover is generally mercial terms in the UK insurance market s taken out, and any other risks against ably insures from time to time, subject es, limitations and exclusions imposed
'Interest'	me pa tim ce La	e of <<rate of interest on outstanding ent per year above the base rate for the ank plc or (if base rate or that bank nable equivalent rate notified by the
'Interim Sum'	me the an of	nt on account of the Service Charge for r calculated by the Surveyor (acting as urveyor's estimate of the likely amount he Financial Year in question;
'Landlord'	inc Le	ed to the immediate reversion to this
'Landlord's Neighbouring Property'	me Pr	s owned by the Landlord near to the
'Letting Unit'	me the or int in of	suite or other unit of accommodation in y accommodation provided for a porter or otherwise exclusively occupied (or usive occupation) otherwise than solely agement of the Building or the provision
'Permitted Use'	[E the OR [W To	s as offices within use class E(g)(i) of ning (Use Classes) Order 1987] s offices within use class B1(a) of the g (Use Classes) Order 1987];
'Premises'	me of (a)	ped in paragraph LR4 at the beginning and other surface finishes and internal

‘Rent’

**‘Rent
Commencement
Date’**

‘Rent Days’

**‘Retained
Property’**

- (b) ... in or bounding the Premises and all
- (b) ... and windows including the glass, the
- (c) ... al walls and partitions lying within the
- (d) ... coverings or other surface finishes of the underside of the joists or other the ceilings are fixed, including for the the suspended ceilings which shall s and the complete suspension system;
- (e) ... other surfaces of the floors down to the ts or structures to which the floors are
- (f) ... y the Premises including the guard rails
- (g) ... e the Premises exclusively;
- (h) ... echanical and water and sanitary exclusively to the Premises and all other e Premises (other than tenant’s fixtures ed below;
- bu ... lude:
- (a) ... ng (other than any matters expressly above the underside of the joists or e ceilings are fixed or below the upper t structures to which the floors are fixed the roof slab and the concrete floor slab
- (b) ... s and joists and other load bearing parts f the external or structural walls or load Building except those surface finishes ases windows and doors expressly
- (c) ... ilding which do not serve the Premises
- me ... s rent by this Lease;
- me ... nt is first to be paid>>;
- me ... e, 29 September and 25 December] in ea
- me ... Building which are not Letting Units ind ...):
- (a) ...
- (b) ... erving the Building except any that

Individual Letting Unit;

(c) [REDACTED] structure, walls, foundations and roofs of the Premises and would not be included in the Building if they were let on the premises;

'Service Charge'

‘Service Cost’	me the cost of the services incurred by the Landlord in providing the services to the Tenant, including the cost of keeping accounts of service costs, the cost of preparing service charge statements and retaining records to verify those statements;
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'Services' means the services provided by the Landlord as set out in Clause 4.3

'Surveyor' me
Lar V
fect from time to time appointed by the

'Tenant' incl [REDACTED] and assigns;

'Term' me paragraph LR6 at the beginning of this
Lea

‘Title Matters’ me set out in the following documents:
 <<i affecting the landlord's title to the
 Pre

‘VAT’ means the tax levied by the Value Added Tax Act 1994 (and any subsequent legislation) and any express or implied references to rent or other amounts payable by a tenant are exclusive of any VAT charged on such amounts.

1.2 Unless the context otherwise indicates, all references in this Agreement to:

1.2.1 “writing” of [REDACTED] but not email;

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

1.2.3 a statute provision [REDACTED] is a reference to that statute or provision [REDACTED] at the relevant time;

1.2.4 "this Agreement" means the Agreement between the Parties to this Agreement and each of the

- Schedule 1.2.5 a Schedule 1.2.6 a clause (other than a reference to a clause of this Agreement or paragraph of the relevant Schedule.
- 1.3 In this Agreement
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body of persons or not having separate legal personality; and
- 1.3.2 words importing a gender shall include the plural and vice versa;
- 1.3.3 words importing a gender shall include any other gender;
- 1.3.4 reference to a period of time shall include any sooner determination of the Term;
- 1.3.5 any covenant to do an act or thing includes an obligation to cause such act or thing to be done;
- 1.3.6 reference to the Tenant's default of the Tenant include the act, omission or neglect of the Tenant or its servants or agents;
- 1.3.7 the clauses of this Lease and are not to be taken into account for the purpose of construction or interpretation; and
- 1.3.8 reference to a document shall include any document supplemental or collateral to its terms.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 2. Demise and Rent**
- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to the same) the rights set out in the First Schedule, except in relation to the Neighbouring Property the rights set out in the Second Schedule and the Matters.
- 2.2 The Tenant must
- 2.2.1 the Annual Rent in advance by bankers' standing order (or by such other method as the Landlord so requires) on the Rent Days, the first of which shall be the date of this Lease for the period commencing on the Commencement Date and ending on the day before the last day of the Term;
- 2.2.2 on demand the Insurance Rent;
- 2.2.3 the Servants' wages and other expenses on account of it (payable as

provided

2.2.4 any other _____ to the Landlord under this Lease;
and

2.2.5 any VAT _____ e.

3. Tenant's Covenants

3.1 The Tenant cove

3.1.1 To pay t _____ and in the manner stated without any
legal or e _____ off or counterclaim unless required by
law.

3.1.2 If any su _____ is unpaid for more than <<maximum
length of _____ be in arrears e.g. 7 days>> (whether
formally _____ the Landlord refuses to accept rent so
as not to _____ ant, the Tenant must on demand pay
Interest (_____ arrears) calculated on a daily basis on
the amo _____ from the due date until the date on
which pa

3.1.3 To pay o _____ against all existing and future rates,
taxes, d _____ financial impositions charged on the
Premises

a) tax (_____ tent payable; and

b) any _____ lord's dealing with its own interests.

3.1.4 To pay o _____ against all charges incurred relating
to water _____ face water drainage, electricity, oil,
telephon _____ mmunications, internet, data
commun _____ supplies or utilities supplied to the
Premises _____ charges and meter rents).

3.1.5 If the La _____ because it has been allowed during
the Term _____ e good that loss to the Landlord on
demand.

3.1.6 To keep _____ d substantial repair and condition and
clean an _____ damage results from any of the risks
against _____ insured under Clause 4.1.2 unless
payment _____ money is refused by reason of any
act, negl _____ nt).

3.1.7 To deco _____ any) and the inside of the Premises
as often _____ ary and also in the last three months
before t _____ any changes in the external colour
scheme _____ y the Landlord. All decoration must be
carried o _____ manner using good quality materials
that are _____ emises and include all appropriate
preparat

3.1.8 To keep _____ es which are not built upon clean and

- tidy and
- 3.1.9 At the end of the Lease, the Tenant shall:
- a) to repair the Premises to the condition in which they were in at the start of the Lease, or to the condition in which they were in at the end of the Lease, whichever is the better, and to make good any damage caused to the Premises;
 - b) if the Tenant has made any alterations to the Premises, to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises by the alterations;
 - c) to remove all possessions from the Premises; and
 - d) to hand over to the Landlord all documents held by the Tenant relating to the Premises, including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations.
- 3.1.10 If, following the end of the Lease, any of the Tenant's possessions remain on the Premises, the Tenant shall, if requested in writing by the Landlord to do so:
- a) the Landlord may, at the discretion of the Landlord, sell the possessions;
 - b) the Landlord shall be liable to the Landlord against any liability incurred by the Landlord or any party whose possessions have been sold or disposed of by the Landlord on the mistaken belief that the possessions belong to the Landlord;
 - c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.
- 3.1.11 To permit the Landlord or Surveyor to enter and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or any other person) notice of any repairs or maintenance to be carried out or of any other failure by the Tenant to comply with its obligations under this Lease, to remedy such failure in accordance with clause 3.1.11 b), within a period of two months from the date of the notice;
 - b) if the Landlord or Surveyor gives to the Tenant (or any other person) notice with clause 3.1.11 a), to permit the Landlord or Surveyor to enter the Premises and carry out the works at the expense of the Tenant (or any other person) pay to the Landlord on demand (or to the Landlord's solicitor) the proper expenses of such works, including the costs of the Landlord's Surveyor's and other fees).
- 3.1.12 To allow the Landlord or Surveyor to enter the Premises to do so, the Tenant shall permit the Landlord or Surveyor to enter the Premises at any reasonable time (whether or not the Tenant is in possession of the Premises).

or not do so (within 24 hours) and, except in the case of an emergency, give the Tenant reasonable notice (which need not be in writing) to do so.

3.1.13 To pay to the Landlord, and on an indemnity basis all costs, charges, expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (which would be payable by the Landlord) in connection with the enforcement of:

- a) the enforcement of the covenants of this Lease;
- b) any obligations in this Lease, including the obligations of the Tenant under section 146 of the Law of Property Act 1925;
- c) any claim for consent under this Lease, whether or not the consent is withdrawn or consent is granted or refused where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;
- d) [Tenant] carrying out works to the Premises to improve the appearance of the Premises where the Tenant in its absolute discretion is of the opinion that it is necessary to do so; and
- e) the preparation of a schedule of dilapidations served on the Landlord at the end of the Term.

3.1.14 With regard to the use of the Premises:

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises as sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous purpose, or for any business, manufacture, occupation or thing;
- d) to use the Premises for the Permitted Use [Tenant may wish to delete the following words between the hours of 8AM and 6PM on bank holidays or public holidays)].

3.1.15 With regard to the structure of the Premises:

- a) not to use the Premises in any adjoining premises;
- b) not to make any structural alterations to the Premises;
- c) [Tenant] not to make any alteration to the Premises which may reasonably be expected to, have or result in a low rating in any Energy Performance Certificate in respect of the Premises or the Building.

- d) save alterations of a non-structural nature to the Premises without the written consent (such consent not to be unduly delayed).

3.1.16 The Tenant shall not from the Landlord erect, alter or remove any partitioning which does not affect the structural integrity or adversely affect the mechanical ventilation of the Building or have an adverse impact on the Environment of the Premises or the Building and which shall be a fixture subject to the Tenant:

- a) giving the Landlord less than <<notice period given to be carried out e.g. 1 month>> notice in writing of any such works;
- b) carry out the works in good and workmanlike manner and in accordance with any permission, consent or approval required;
- c) reinsure the Premises to their former state and condition on or before the date of completion if the Landlord by notice in writing requires this; and
- d) inform the Landlord of the cost of any alterations or additions carried out except any which are trade or tenant's fixtures and so that the Landlord will not be required to effect any necessary increase in the amount of insurance the Premises are insured unless the Tenant has agreed to do so.

3.1.17 In all cases of Construction (Design and Management) Regulations 2007 works carried out to the Premises (whether or not required by the Lease), the Tenant shall provide the Landlord with a copy of the health and safety file upon completion of the works.

3.1.18 Not to exhibit any sign or advertisement on the outside of the Premises as to be visible outside the Premises [or the Building] [and<<insert content that Tenant may include>>] in the presence of the Landlord [at the entrance to the Premises, subject to [that the sign is of a size, design, layout and material approved by the Landlord] [that the sign is removed at the end of the Term to remove any damage caused to the reasonable satisfaction of the Landlord].

3.1.19 With regard to the use of the Premises:

- a) to carry out any work to the Premises or to the Tenant's use of the Premises;
- b) within the time specified by the Tenant of any notice or other communication to the Premises to send a copy to the Landlord.

SAMPLE

- [Tenant may delete any part] of the Premises;
- d) not to delete the whole [Tenant may wish to delete: or any part];
 - e) not to delete the Premises; and
 - f) not to delete the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions in clause 3.1.23.
- 3.1.22 The conditions of the Premises shall not impose in relation to an assignment of the Premises:
- a) that the assignee is not someone who, immediately before the proposed assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;
 - b) that the assignee has entered into an agreement guaranteeing that the assignee will comply with the tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may require;
 - c) that the assignee is, in the Landlord's reasonable opinion of sufficient creditworthiness to enable it to comply with the Tenant's obligations under the conditions contained in this Lease;
 - d) that the assignee is acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require;
 - e) that the assignee has entered into a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit of not less than <<e.g. six>> months' Annual Rent (plus interest) to be paid at the date of the assignment) as security for the performance of the tenant's covenants in this Lease and the return of the deposit; and
 - f) that the assignee has notified the Landlord of the Annual Rent or any other payment due under this Lease and that any material breach of the Tenant's obligations has been remedied.
- 3.1.23 To permit the Landlord at any time during the Term to enter the Premises for the purpose of showing a suitable part of the Premises to allow potential tenants and buyers to view the Premises, the Tenant or its agent shall permit the Landlord to enter the Premises at any time (accompanied by the Landlord's agent) for the purpose of showing a suitable part of the Premises to allow potential tenants and buyers to view the Premises.
- 3.1.24 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which could invalidate any insurance;

- and
- b) if the insurance policy is not maintained or if the insurance is not maintained on the terms required by the Landlord to repay the Landlord on demand.
- 3.1.25 To pay VAT on any taxable supplies made to the Tenant in connection with the Lease, on the due date for making any payment or, if earlier, on the date on which the supply is made for VAT purposes.
- 3.1.26 Where the Tenant or in connection with this Lease, to pay the Landlord or any person any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Tenant, except to the extent that the Landlord or Tenant has paid such VAT under the Value Added Tax Act 1994.
- 3.1.27 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, costs, charges, expenses, liabilities, losses, and third party and the Landlord's own incurred in defending or settling any action, or in respect of any personal injury or death, or damage to or loss of, or impairment of any right arising from:
- a) the use of the Premises or the Tenant's use of the Premises;
 - b) the exercise of the Tenant's rights; or
 - c) the operation of the Premises.
- 3.1.28 In respect of the indemnity in clause 3.1.27, the Landlord shall:
- a) give notice of the claim as soon as reasonably practicable;
 - b) provide information and assistance in relation to the claim as the Tenant may reasonably require, subject to the Tenant paying all costs incurred by the Landlord in providing such assistance; and
 - c) mitigate the loss (at the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.29 With regard to the Common Parts:
- a) to take all reasonable steps to prevent any damage to the Common Parts (without limitation) when bringing in or removing any goods or luggage from the Premises;
 - b) to use the Common Parts, staircase, lavatories and water closets in a careful manner and to make no improper or careless use;

c) to keep the Building in good repair, including the walls, floors, ceilings, stairs, gates and staircases in the Common Parts and to carry out any necessary repairs and reconstruction at all times.

3.1.30 To comply with the requirements set out in the Third Schedule and any other requirements imposed by the Landlord from time to time in the interests of the Building and its management.

3.1.31 Where the Building is not a new building, the Tenant shall pay the Service Charge, to pay on demand to the Landlord (the amount to be determined by the Landlord) of the costs, fees and expenses incurred by the Landlord in insuring, repairing, maintaining, cleaning and (where appropriate) decorating the Building or other items which are used or are capable of being used in common with any other part of the Building and Property.

3.1.32 Within 28 days of the Premises being let, the Tenant (or any person) shall provide to the Landlord a copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

3.1.33 If this Lease is not registered at the Land Registry, the Tenant shall cause this Lease to apply to the Land Registry and once the registration has been completed, the Tenant shall provide a copy of the relevant titles to the Landlord.

3.1.34 At the end of the Lease and at any time thereafter, the Tenant shall deliver to the Landlord the original of this Lease and any other documents as the Landlord reasonably requires and to remove entries in relation to it from the relevant registered title.

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

4. Landlord's Covenants

4.1 The Landlord covenants

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

4.1.2 To insure the Building (including any plate glass in the Building) against the risks insured by the Landlord for the full reinstatement value and incidental expenses, debris removal, and recoverable VAT, provided that the Tenant shall not be obliged to insure the Building against the risks insured by the Landlord.

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

- b) to sue or limit claims or limitations as the insurers may impose;
- 4.1.3 Subject to any planning and other consents, to use all insurance monies (other than for loss of rent) to repair the damage caused by the fire, if no claim has been received or (as the case may be) to reimburse the Tenant if the Landlord shall not be obliged to:
- a) provide alternative accommodation in layout or design so long as it is of a standard equivalent to that previously at the Premises;
- b) repair the Premises if the Tenant has failed to pay any of the Insurances;
- c) repair the Premises after a notice has been served pursuant to clause 4.1.2.
- 4.2 If, following damage to the Premises, the Landlord considers that it is impossible to continue to use the Premises, the Landlord may terminate this Lease and the Tenant shall be liable to the Landlord for the Lease shall determine the remedy of the Landlord without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any loss of or damage to (other than any insurance for plate glass) shall belong to the Landlord.
- 4.3 The Landlord shall endeavour to provide the following services:
- a) repair and maintenance of the Retained Property;
- b) cleaning of the Retained Property;
- c) maintenance (including painting) of all (if any) open and landlocked areas of the Retained Property;
- d) repair and maintenance of the external windows in the Common Parts and the external walls in the Landlord's reasonable discretion and the replacement of all exterior windows of the Building;
- e) operation and servicing of any lavatory, machinery, lighting, equipment and heating apparatus from time to time within the Retained Property;
- f) provision of space for the storage of refuse originating from the Retained Property and its removal if not effected by the Local Authority;
- g) provision of water for central heating and a supply of hot and cold water to the lavatories in the Building;
- h) control of the use of cycle parking on those areas of the Retained Property for car parking and cycle parking;
- i) payment of the costs and expenses in respect of the Retained Property including outgoing, costs and expenses for water, gas, electricity or other tenant or occupier is directly liable for.

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

6. Notices

6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to the recipient by hand, or left at the addressee's last known address or under clause 6.2 or to any other address specified in writing by the recipient in the United Kingdom or which the recipient has specified as its address for service by giving written notice of a specified number of working days' notice under this clause 6.

6.2 A notice served on:

6.2.1 a company or partnership registered in the United Kingdom at its registered office;

6.2.2 a person or persons residing in a country outside the United Kingdom, at the address for service in the United Kingdom specified in the deed or document to which they are a party or to which a reference has been given at their last known address;

6.2.3 anyone else:

a) in the United Kingdom, at any postal address in the United Kingdom specified by notice in writing to the registered proprietor on the terms of paragraph LR2.1 at the beginning of this Lease, or if no such notice is given, at its last known address in the United Kingdom;

b) in the United Kingdom, at the Premises;

c) in the United Kingdom, at the address of that party set out in the deed or document to which they gave the guarantee; and

d) in the United Kingdom, at their last known address in the United Kingdom.

6.3 Any Notice given in accordance with clause 6.2 shall be deemed to have been served on the second working day after the date of posting by post or the date of delivery by special delivery or at the time the notice is delivered to the recipient's address if delivered to or left at that address.

6.4 If a notice is treated as served on a working day that is not a working day or after 5:00PM on a working day, it shall be treated as served at 9:00AM on the immediately following working day.

6.5 Service of a notice in accordance with clause 6.2 shall not be a valid form of service under this Lease.

7. *[Tenant may wish to delete this clause]* Termination by Landlord

7.1 The Landlord may terminate this Lease at any time *[after <<insert date>>]* by giving to the Tenant written notice of a period of *<<insert number of months>>* months' notice. The Tenant may terminate this Lease at any time.

- 7.2 If the Lease ends, this will not affect the rights of any party for any prior period in this Lease.
- 7.3 The Landlord shall pay all payments of Rent that relate to a period after the termination of the Lease.]
- 8. Termination by Tenant**
- 8.1 The Tenant may terminate the Lease at any time [after <<insert date>>] by giving to the Landlord a notice of termination of the Lease of a notice period to terminate lease e.g. 3 months>> notice at any time.
- 8.2 This Lease shall terminate on the date of a notice given by the Tenant if the Tenant has paid the Rent up to the date of determination and gives up possession of the premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be personal to the Tenant named in paragraph LR3 of the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be a tenant of the premises.]
- 8.4 If the Lease ends, this will not affect the rights of any party for any prior period in this Lease.
- 8.5 The Landlord shall pay all payments of Rent that relate to a period after the termination of the Lease.]
- 9. [Tenant may wish to declare that the Lease is a Tenancy of Security of Tenure]**
- 9.1 The Tenant confirms that the Tenant is a tenant of this Lease (or as the case may be before the Tenant entered into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) in the form set out in schedule 1 to the Regulatory (Social Housing) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that the Tenant has made a [declaration of tenancy] in paragraph 7] [statutory declaration] in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that the Tenant is the person who made the declaration on the Tenant's behalf and is authorised to do so by the Tenant's authority.
- 9.4 The Landlord agrees to provide the Tenant with a copy of the Tenant's declaration pursuant to section 38A (1) of the Housing Act 1988 and sections 24 to 28 (inclusive) of the Housing Act 1988 in relation to the tenancy created by this Lease.]
- 10. [Guarantor's Covenants]**
- 10.1 The Guarantor:
- 10.1.1 Guarantor agrees that the Tenant will comply with all the obligations of the Tenant under the Lease. If the Tenant defaults, the Guarantor shall be liable to the Landlord and comply with those obligations;

E

- 10.4 The Guarantor's [REDACTED]ed or discharged by:

- 10.4.1 any failure to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;
- 10.4.2 any variation of the Lease (not that a surrender of part will end the Lease (in respect of the surrendered part));
- 10.4.3 any right of the Tenant or the Guarantor to claim that the Tenant or the Guarantor may have a claim against the Landlord;
- 10.4.4 any death or change in the constitution or status of the Tenant or the Guarantor or of any other person who is liable, or of any party with any other person, any restructuring of the whole or any part of the assets or any other person;
- 10.4.5 any amalgamation or reconstruction or other person;
- 10.4.6 the existence of a claim in relation to the Guarantor of an Act of Insolvency;
- 10.4.7 anything done by the Landlord by deed.
- 10.5 The Guarantor shall not be in competition with the Landlord in the event of the insolvency of the Guarantor. The Guarantor shall not take any security, indemnity or other benefit from the Tenant's obligations under this Lease.
- 10.6 Nothing in this Lease shall create any liability on the Guarantor that exceeds the liability which would be incurred if it were the tenant of this Lease.]

11. Service Charge

- 11.1 As soon as practicable after the Accounting Date the Landlord will prepare an account showing the Service Charge for that Financial Year and containing a fair summary of the Service Charge. The Landlord shall send a copy of the account to the Tenant.
- 11.2 The account prepared pursuant to clause 11.1 will when certified by the [Landlord] [Landlord's Surveyor] be conclusive evidence of all matters of fact relating to the Service Charge.
- 11.3 For each Financial Year the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year (or part of the Financial Year) and an analysis of the Service Costs being incurred by the Tenant.
- 11.3.1 the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year (or part of the Financial Year) and an analysis of the Service Costs being incurred by the Tenant as soon as practicable after the start of the Financial Year and appropriate explanatory commentary showing the allocation of the Service Costs to the Tenant's Building; and
- 11.3.2 the Tenant shall pay the Service Charge by equal payments in advance on each of the Rent Days during the Financial Year.
- 11.4 For the period from the start of the Term to the first Accounting Date the Tenant will pay the Service Charge, the first payment (being a proportion of the Service Charge) from and including the first day of the Term to and including the first day of the next Rent Day) to be paid on the

date of this Lease
of the Rent Days

11.5 If the Service Charge

11.5.1 exceeds
the Land

11.5.2 is less than
will be charged
account

11.6 If the Landlord
expended or liable
include the sum
Financial Year.

11.7 If the total prop
changes material
definition of 'Service
Clause 11.8 with

11.8 The change referred
Landlord and the
variation reflecting
expert).

12. Charities Act 2011

The Premises demised
<<Insert name of Charity>>
imposed by sections 1
(subject to section 117(

13. Applicable Law and Jurisdiction

13.1 This Lease and
with it will be governed

13.2 Subject to clause
be settled by a
have exclusive
connection with
obligations.

13.3 Any party may
arising out of or
contractual obligations

THIS LEASE has been executed
dated

Execution clauses for completion

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

ments to be made in advance on each
Accounting Date.

Year:

Financial Year, the excess is due to

that Financial Year, the overpayment
against the next quarterly payment on

account for a Financial Year a sum
at Financial Year, the Landlord may
liability in an account for a subsequent

ing the benefit of any of the Services
the percentage referred to in the
se will be varied in accordance with
ing Date following the change.

it will be by agreement between the
agreement will be such reasonable
determined by the Surveyor (acting as an

s Lease be held by (or in trust for)
ity, and the restrictions on disposition
ties Act 2011 will apply to the land

gations arising out of or in connection
land and Wales.

ns in this Lease requiring a dispute to
n, the courts of England and Wales
any dispute arising out of or in
in relation to any non-contractual

t of the courts of England and Wales
lease, including in relation to any non-
competent jurisdiction.

ered on the day on which it has been

<<Affix seal here>>

Director

Director/Secretary]]

OR (alternative company execution clause)

[Executed as a deed by

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

]

Signature: (Director)

Signature:..... ([Director][Secretary])

OR (alternative company execution clause)

[Executed as a deed by

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

Signature:.....(Director)

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

_____]

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

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

_____]

Execution clauses for tenant

Execution clause for a Charity or Charitable Organisation acting by two charity trustees:

EITHER

[Executed as a deed by
<<Name of Tenant CIO, including the words "Charitable Incorporated Organisation">>
acting by two of its Charity Trustees
<<Name of first Charity Trustee

<<Name of second Charity Trustee

OR

[Executed as a deed by affixing
the common seal of
<<Name of Tenant CIO, including the words "Charitable Incorporated Organisation">>

in the presence of

.....
(Signature of Charity Trustee)
Charity Trustee

.....
(Signature of Charity Trustee)
Charity Trustee]

Execution clause for a Charity or Charitable Organisation acting by two charity directors/trustees, or

EITHER

[Executed as a deed by affixing
the common seal of
<<Name of Tenant Charitable Organisation

in the presence of

(signed)

Trustee/Director

Trustee/Director]

OR

[Executed as a deed by
<<Name of Tenant Charitable Organisation
acting by two Trustees/Directors

Charitable Organisation ("CIO") acting by two

<<Name of Tenant Charitable Incorporated Organisation">>

.....
(Signature) Charity Trustee

.....
(Signature) Charity Trustee]

<<Name of Tenant Charitable Incorporated Organisation">>

<<Affix seal here>>

By Guarantee acting either by two or with a witness :

<<Guarantee>>

<<Affix seal here>>

<<Guarantee>>

.....
Director

OR

[Executed as a deed by
<<Name of Tenant Charitable>>
<<Company Limited by Guarant

acting by a trustee/director in the

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Execution clause for a charity

Signed as a deed by
<<Full name of Charity Trustee

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____

and repeat the above clause

[Execution clauses for guarant

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

Director

Director/Secretary]

OR (alternative company exe

[Executed as a deed by

S

A

M

P

L

E

.....
ector]

Signature:
Trustee/Director

_____]

le unincorporated association

Signature:
Charity Trustee

er charity trustees

<<affix seal here>>

ature:..... (Director)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the Guarantor is an individual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Signature:.....([Director][Secretary])

Signature:

Director

First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, electricity, oil, telephone, heating, water, sewerage, internet, data communications and similar supplies or utilities to and from the Premises.
2. The right to support and use the Building from the Building.
3. The right in common with other Tenants of the Building and others authorised by the Landlord and the Landlord to:
 - a) use such of the Common Parts as may be necessary to obtain access to and egress from the Premises;
 - b) use such of the means of access and water closets in the Common Parts as may from time to time be provided by the Landlord for the use of the Tenant (whether or not the Tenant is a resident of the Premises);
 - c) use for the purpose of access to and egress from the Building, the footpath, the Neighbouring Property and the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - d) use for the purpose of access to and egress from the Building with or without vehicles [which are shown edged green on the plan attached to this Lease];
 - e) <<insert details of any other rights granted to the Tenant>>.
4. [Except as mentioned above, this Lease does not include any right over the Landlord's Neighbouring Property or the Landlord's Neighbouring Property under the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* or any other rule of law or equity.]

Second Schedule to the Lease to be granted to the Landlord

1. The right to the passage of water, gas, electricity, oil, telecommunications, internet, data and signals from and to the remainder of the Building and any adjoining Premises through the Conduits at the Premises.
2. The right to enter the Premises for the purpose of:
 - a) review or measure the performance of the Premises including to install and to monitor the energy consumption within or relating to the Premises and to prepare an EPC;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is to be carried out without entry onto the Premises, the right to enter:
 - a) build on or into any land on or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any adjoining premises
4. **[The Tenant may wish to consider whether, with the Landlord's consents, the right to enter the Premises to improve their Environment]** The right to enter the Premises to carry out any works to the Premises to improve their Environment (in its absolute discretion)
5. The right to enter the Premises for the purpose of:
 - a) give the Tenant at least 24 hours' prior notice (except in the case of an emergency, when the Landlord must make that representative as much notice as may be reasonably practicable);
 - b) observe the Tenant's performance of the Premises by the Tenant's representative (where that includes being accompanied by the Tenant's representative must make that representative as much notice as may be reasonably practicable);
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to observe the Tenant's performance of the Premises, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the works; and
 - h) remain upon the Premises for as long a period as is reasonably necessary; and

- i) where reasonably practicable, the right to close off the Premises outside the normal business hours of the Premises;
6. In an emergency, or where necessary to carry out the works, the right to close off or restrict access to the Premises, so long as (except in an emergency) alternative facilities are provided which are not materially less convenient.
7. The right to change, extend or alter the extent of any Common Parts or Conduits so long as:
- a) alternative facilities are provided which are not materially less convenient; or
 - b) if no alternative is provided, the enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use the Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce the use of the Common Parts in certain areas, so long as the remaining areas are reasonably adequate for the intended purposes.
9. The right to carry out works on any adjoining premises (including the demolition, alteration or redevelopment of any such premises) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of light and air to the Premises, or the stability of the Premises in connection with those works to underpin the Premises:
- a) giving the Tenant due notice of the works to be carried out;
 - b) consulting with the Tenant in advance of the commencement of potential interference;
 - c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - d) taking into consideration the nature and extent of construction and workmanship;
 - e) taking reasonable steps to minimise any interference to the Premises by noise, dust and vibration (including by considering the Tenant's suggestions for limiting any interference);
 - f) making good any physical damage to the Premises or its contents.
10. The right, where necessary, to place scaffolding and other equipment onto the Premises and to use the same for or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- a) any scaffolding is removed as soon as reasonably practicable, with any damage made good;
 - b) the scaffolding causes no obstruction to the entrance to the Premises as is reasonably practicable to the Landlord;
 - c) the scaffolding does not obstruct or interfere with any other tenant whose premises are adjacent to the Premises (including any displayed on it (except for any health and safety notices) unless the Tenant has consented to its display; and

- d) if the Tenant's building is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.
11. The right to use the Land for any purpose whatsoever and without imposing upon the neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.
12. The right to support the remainder of the Building from the Premises.
13. All rights of light or air (whether now exist or that might (but for this reservation) be acquired by the Tenant).

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1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or permit in paragraph 1 in writing accompanied by all information required to satisfy the Landlord to his reasonable satisfaction of the Landlord's consent to the Tenant's business and will be kept in accordance with relevant legislation.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the Health and Safety Regulations 2012 at the Premises.
4. Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.
5. No vehicles may be parked on the Landlord's Neighbouring Property or remain in any service area within the Landlord's Neighbouring Property unless it is reasonably necessary for the purposes of loading or unloading of goods or supplies and no vehicles may remain overnight.
6. No mat, brush or mop or other refuse shall be thrown out of the window of the Premises nor shall anything be thrown out of the Premises.
7. Not to place harmful, toxic or flammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.
8. Not to overload any structure or equipment at the Premises nor any structure or equipment on the Premises.
9. No blind should be fitted to the window of the Premises without the previous written approval of the Landlord.
10. Not to place or expose on the Premises or in the Building (other than within the Premises) any goods or materials.