

SAMPLE

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| 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. her 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 |

SAMPLE

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| LR4. Property <i>Insert a full description of the property being leased or referred to in this lease in which the property being leased is more fully described in the schedule or paragraph of a schedule or paragraph of a schedule of the lease which contains the statement of the property being leased.</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> |
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| LR5. Prescribed statements etc. <i>If this lease includes a statement of the property being leased, insert under that sub-clause the relevant statement or refer to the relevant statement in the schedule or paragraph of a schedule of the lease which contains the statement of the property being leased.</i> <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i> |
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| LR6. Term for which the Property is let <i>Include only the appropriate statement of the term for which the property is let (completed) from the three options below.</i> <i>NOTE: The information you provide to, here will be used as part of the information provided to the Charity's trustees>> of the charitable incorporated association] known as the name of Charity>> [a registered charity (Insert Charity Commission number>>)] whose principal office address is at <<Insert address of the charity>></i> |
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| Charity's trustees>> of the charitable incorporated association] known as the name of Charity>> [a registered charity (Insert Charity Commission number>>)] whose principal office address is at <<Insert address of the charity>> (if any) <i>name of Guarantor>></i> <i>address of Guarantor>></i> <i>company number>></i> Parties <i>capacity of each party, for example the tenant company, "guarantor", etc.</i> <i>name of other party>></i> <i>address of other party>></i> <i>company number>></i> |
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| Use of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail. <i>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 the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord's Rules 2003.</i> |
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| Statements prescribed under rules 179 (statements in favour of a charity), 180 (statements by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord's Rules 2003. <i>11.</i> This lease is made under, or by reference to, provisions of: |
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| Including the commencement date>> Including the expiry date>> |
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SAMPLE

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| <p><i>to identify the lease under rule 6 of the Landlord and Tenant (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 statements 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 dispositions.</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 interest in the Property, or to acquire an interest in 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>easements granted by this lease for the benefit of the Property</p> |

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| <p><i>Refer here only to the clause, paragraph of a schedule in this sets out the easements.</i></p> | <p>sements granted or reserved by this the Property for the benefit of other</p> |
| <p>LR12. Estate rentcharge bur Property</p> <p><i>Refer here only to the clause, paragraph of a schedule in this sets out the rentcharge.</i></p> | |
| <p>LR13. Application for standa restriction</p> <p><i>Set out the full text of the stand restriction and the title against wh entered. If you wish to apply for one standard form of restrictio clause to apply for each of them, is applying against which title and full text of the restriction you are</i></p> <p><i>Standard forms of restriction are Schedule 4 to the Land Registr 2003.</i></p> | |
| <p>LR14. Declaration of trust whe more than one person comp Tenant</p> <p><i>If the Tenant is one person, e.g CCLBG, omit these words.</i></p> <p><i>If the Tenant is more than one pe individual trustees of the charity complete this clause</i></p> | <p>it is more than one person. They are to property on trust for <<Complete details rity, e.g. charitable trust or charitable ated association as necessary>></p> |

1. Definitions and Interpretation

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

'Act of Insolvency'

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(a

text otherwise requires, the following

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

(b) an application for an administration order or the
administration order in relation to the Tenant or

(c) an application of intention to appoint an administrator,
the prescribed documents in connection
of an administrator, or the appointment of
any case in relation to the Tenant or any

(d) an application for a receiver or manager or an administrative
any property or income of the Tenant or

(e) an application for a voluntary winding-up in respect of the
or, except a winding-up for the purpose
reconstruction of a solvent company in
statutory declaration of solvency has been
of Companies;

(f) an application for a winding-up order or a winding-up
Tenant or any guarantor;

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

(h) an application for a guarantor otherwise ceasing to exist (but
Tenant or any guarantor dies); or

(i) an application for a bankruptcy order, the
on for a bankruptcy order or the making
against the Tenant or any guarantor.

The above provisions shall apply in relation to a partnership or
limited liability partnership (as defined in the Partnership Act 1890 and the
Limited Liability Partnerships Act 2007 respectively) subject to the
modification of the Insolvent Partnerships Order 1994
(SI 1994/2559 (as amended)), and a limited liability partnership (as
defined in the Limited Liability Partnerships Act 2000) subject to
the modification of the Limited Liability Partnerships
Regulations 2009 (SI 2009/1090) (as amended).

Any analogous proceedings or events
that are not covered by the above provisions shall apply to the legislation of another jurisdiction
in which the Tenant or any guarantor incorporated or domiciled in
such jurisdiction.

‘Annual Rent’

means the sum payable by the Tenant per year exclusive of VAT;

‘Building’

means the building known as <<address of building>>
with the title number <<title number>> including all additions
and alterations.

‘Common Parts’

means the stairs, yards, halls, passageways, fire
escapes and landings [which are shown edged
yellow in the floor plan attached to this Lease] and any other areas in
the Building provided for use in common by the tenants.

‘Conduits’

‘Energy Performance Certificate’

‘Environmental Performance’

‘Insurance Rent’

‘Insured Risks’

and the Tenant, the Landlord and visitors;

means the transmission of water, gas, air, foul and
supply of electricity, oil, telephone, heating,
television, internet, data communications and similar
supply;

has the effect of it in the Energy Performance of
Building (England and Wales) Regulations 2012;

means the following:

- (a) the energy and associated generation of
emissions;
- (b) the use of energy;
- (c) the management; and
- (d) the environmental impact arising from the use or
emissions;

means the Landlord of:

- (a) the Premises insured in accordance with the
policy in this Lease;
- (b) the Annual Rent;
- (c) the Tenant's or third party liability; and
- (d) the Premises for insurance purposes

and

- (e) the excess or deductible under any insurance
policy and incurs or will incur in reinstating the
structure or damage by an Insured Risk;
- (f) the amount that the insurers refuse to pay
for destruction by an Insured Risk to the
Tenant's act or failure to act; and
- (g) the increased premiums that the insurers may
charge for the carrying out or retention of any
work on the Tenant's or any lawful occupier's

means (including subterranean fire), lightning,
subsidence, landslip, heave, earthquake,
bursting of pipes, tanks or apparatus, impact by
vehicles and any articles dropped from them,
fire, riot, civil commotion and malicious
damage in each case, that cover is generally
available on commercial terms in the UK insurance market
at the time when taken out, and any other risks against
which the Landlord insures from time to time, subject

‘Interest’

‘Landlord’

**‘Landlord’s
Neighbouring
Property’**

‘Letting Unit’

‘Permitted Use’

‘Premises’

in the event of any such variation, limitations and exclusions imposed by the relevant authority.

me of <<rate of interest on outstanding
pa ment per year above the base rate for the
tim bank plc or (if base rate or that bank
ce nable equivalent rate notified by the
La

inc ed to the immediate reversion to this
Le

me s owned by the Landlord near to the
Pr

me suite or other unit of accommodation in
the y accommodation provided for a porter
or otherwise exclusively occupied (or
int usive occupation) otherwise than solely
in agement of the Building or the provision
of

[E s as offices within use class E(g)(i) of
the nning (Use Classes) Order 1987]

OR

[W s offices within use class B1(a) of the
To g (Use Classes) Order 1987];

me ed in paragraph LR4 at the beginning
of

(a) and other surface finishes and internal
s in or bounding the Premises and all

(b) and windows including the glass, the

(c) ral walls and partitions lying within the

(d) coverings or other surface finishes of
the underside of the joists or other
e ceilings are fixed, including for the
the suspended ceilings which shall
s and the complete suspension system;

(e) her surfaces of the floors down to the
sts 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

‘Rent’

**‘Rent
Commencement
Date’**

‘Rent Days’

**‘Retained
Property’**

**‘Service
Charge’**

‘Surveyor’

‘Tenant’

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(b)

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clusively to the Premises and all other
the Premises (other than tenant’s fixtures
ed below;

clude:

ing (other than any matters expressly
above the underside of the joists or
ceilings are fixed or below the upper
structures to which the floors are fixed
the roof slab and the concrete floor slab

and joists and other load bearing parts
of the external or structural walls or load
Building except those surface finishes
ases windows and doors expressly

ilding which do not serve the Premises

s rent by this Lease;

nt is first to be paid>>;

e, 29 September and 25 December] in

Building which are not Letting Units
:

erving the Building except any that
individual Letting Unit;

structure, walls, foundations and roofs
the Premises and would not be included
its in the Building if they were let on the
mises;

calculated on a floor area basis or any
ord decides from time to time)] **OR**
[<costs the tenant must pay>>%] of the
d by the Landlord in complying with its
and in performing any services the
ders necessary in the interests of good

itect from time to time appointed by the

and assigns;

‘Term’ means the term of the Lease as set out in paragraph LR6 at the beginning of this Lease;

‘Title Matters’ means any matters (whether or not they are expressly stated) set out in the following documents: << and any other documents affecting the landlord's title to the Premises;

‘VAT’ means Value Added Tax as levied by the Value Added Tax Act 1994 (as amended) and any subsequent legislation. Expressly stated references to rent or other payments by the Tenant are exclusive of any VAT charged or payable by the Tenant.

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

1.2.1 “writing” means writing 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 or statutory provision means a reference to that statute or provision as amended at the relevant time;

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

1.2.5 a Schedule means a Schedule to this Agreement; and

1.2.6 a clause or paragraph means a reference to a clause of this Agreement or a 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, whether or not having separate legal personality; and

1.3.2 words importing the singular number include the plural and vice versa;

1.3.3 words importing the masculine gender include any other gender;

1.3.4 reference to time includes any sooner determination of the Term or period of time;

1.3.5 any covenant or obligation to do an act or thing includes an obligation to cause such act or thing to be done;

1.3.6 reference to the acts or omissions in default of the Tenant include the act, omission or neglect of the Tenant or of the Premises and their respective servants or agents;

1.3.7 the clauses and Schedules are part of this Lease and are not to be taken into account for the purpose of construction or interpretation; and

- 1.3.8 reference to any document supplemental or collateral to the Lease shall be deemed to be subject to its terms.
- 1.4 The headings in this Lease are for convenience only and shall not affect its interpretation.
- 2. Demise and Rent**
- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to exercise the same) the rights set out in the First Schedule, except insofar as they may be required for the benefit of the Landlord's Neighbouring Property. In relation to the Premises and Property the rights set out in the Second Schedule shall apply.
- 2.2 The Tenant must pay to the Landlord:
- 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, beginning on the first Rent Day after the date of this Lease for the period commencing on the Commencement Date and ending on the day before the last Rent Day;
- 2.2.2 on demand the Insurance Rent;
- 2.2.3 on demand the Service Charge;
- 2.2.4 any other sums payable by or for the Tenant to the Landlord under this Lease; and
- 2.2.5 any VAT payable by or for the Tenant in connection with the Lease.
- 3. Tenant's Covenants**
- 3.1 The Tenant covenants with the Landlord:
- 3.1.1 To pay the Rent to the Landlord in the manner stated without any set-off or counterclaim unless required by law.
- 3.1.2 If any sum of Rent is unpaid for more than <<maximum length of time rent may be in arrears e.g. 7 days>> (whether or not the Landlord has demanded payment or the Landlord refuses to accept rent so long as the Rent is unpaid), the Tenant must on demand pay Interest (on the amount of the arrears) calculated on a daily basis on the amount of the arrears from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, and financial impositions charged on the Premises or in connection with the use of the Premises:
- a) tax (including stamp duty) payable; and
- b) any other sums payable by or for the Tenant in connection with the Landlord's dealing with its own interests.
- 3.1.4 To pay or discharge all charges incurred relating to the use of the Premises.

to water
telephon
commun
Premises

face water drainage, electricity, oil,
communications, internet, data
supplies or utilities supplied to the
(charges and meter rents).

3.1.5 If the La
the Term
demand.

because it has been allowed during
the good that loss to the Landlord on

3.1.6 To keep
clean and
against
payment
act, negl

and substantial repair and condition and
damage results from any of the risks
insured under Clause 4.1.2 unless
money is refused by reason of any
(nt).

3.1.7 To decor
as often
before t
scheme
carried o
that are
preparat

(any) and the inside of the Premises
ary and also in the last three months
any changes in the external colour
by the Landlord. All decoration must be
manner using good quality materials
Premises and include all appropriate

3.1.8 To keep
tidy and

es which are not built upon clean and

3.1.9 At the en

a) to re
requ

the Landlord in the repair and condition

b) if the
fixed
mad
Prem

to remove all items the Tenant has
ove any alterations the Tenant has
ake good any damage caused to the

c) to re

ssessions from the Premises; and

d) to h
relat
heal
risk
and

and all documents held by the Tenant
matters including (but not limited to)
ts, asbestos surveys and reports, fire
s, and certificates relating to electrical

3.1.10 If, follow
remain c
<<e.g. 1
do so:

m, any of the Tenant's possessions
the Tenant fails to remove them within
requested in writing by the Landlord to

a) the l

nt of the Tenant sell the possessions;

b) the
incu
sold
belo

the Landlord against any liability
party whose possessions have been
mistaken belief that the possessions

E

- a) not to be used for any illegal or immoral purpose;

b) not to use the Premises as sleeping accommodation or for residential purposes;

c) not to use the Premises for any offensive, noisy or dangerous purpose, or for any business, manufacture, occupation or thing; and

d) to use the Premises for the Permitted Use [*Tenant may wish to delete the following sentence between the hours of 8AM and 6PM on bank holidays or public holidays*)].

3.1.15 With regard to:

a) not to interfere with any adjoining premises;

b) not to make any structural alterations to the Premises;

c) [*Tenant may wish to delete the following sentence*] not to make any alteration to the Premises which may reasonably be expected to, have an adverse effect on the energy performance rating in any Energy Performance Certificate in respect of the Premises or the Building;

d) save as may be required by clause 3.1.16 below, not to make any internal alterations of a non-structural nature to the Premises without the prior written consent (such consent not to be unreasonably delayed).

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

a) giving the Landlord at least <<notice period given to carry out any such works>> notice in writing of any such works;

b) carrying out any such works in good and workmanlike manner and in accordance with any permission, consent or approval required;

c) reinstating the Premises to their former state and condition on or before the date specified if the Landlord by notice in writing requires the Tenant to do so; and

d) informing the Landlord of the cost of any alterations or additions carried out by the Tenant except any which are trade or tenant's fixtures and fittings as practicable 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 circumstances the Tenant shall be responsible for the construction (Design and Management)

Regulations
(whether or not
Lease), and
with a copy of
the work

works carried out to the Premises
consent is required for them under this
Regulations and to provide the Landlord
with a health and safety file upon completion of

3.1.18 Not to erect
the Premises
Premises
details of
position [and
and] on
of a size
the end
damage

sign or advertisement on the outside of
or so as to be visible outside the
the Tenant's name [and <<insert
that Tenant may include>>] in the
Landlord [at the entrance to the Building
Premises, subject to that sign being
material approved by the Landlord and at
the any sign[s] and make good any
the satisfaction of the Landlord.

3.1.19 With regard

in respect of the Premises:

a) to comply
use

relating to the Premises or to the Tenant's
Premises;

b) without
compliance
Landlord
with
in compliance
require

by the Tenant of any notice or other
the Premises to send a copy to the
to take all necessary steps to comply
communication and take any other action
the Landlord acting reasonably may

c) not to
without

permission in relation to the Premises
consent of the Landlord;

d) to comply
the Premises

any permissions relating to or affecting

e) to comply
Regulations
written
is the
Landlord
client

Construction (Design and Management)
the commencing any works to make a
Regulation 4(8) to the effect that the Tenant
purposes of the Regulations, to give the
Landlord and to fulfil the obligations of the

f) to keep
and
of the
main
time

equipped with all fire prevention detection
which is required by law or by the insurers
and as may be required by the Landlord and to
allow the Landlord to inspect it from

g) to notify
Premises
under

promptly of any defect or disrepair in the
the Landlord liable under any law or

h) not to
Energy

consent of the Landlord to apply for an
consent in respect of the Premises.

3.1.20 Not to
Premises

assessments to be acquired over the
may result in the acquisition of a right or

easement

- a) the Tenant shall not use the Premises as a dwelling for himself or his family; and
- b) the Tenant shall not use the Premises in any way that the Landlord requires in writing to be prohibited so long as the Landlord meets the condition that such use is not adverse to the Tenant's business interests.

3.1.21 With regard to the use of the Premises:

- a) not to use the Premises for any purpose other than the business of the Tenant or for the benefit of a charity or for another trust for another [except where the Landlord is satisfied that the charity trustees of the charity known to the Landlord are bona fide and that the other details of the charity, e.g. its constitution, its objects, its financial details, its incorporation as a company or as an unincorporated association as appropriate, are satisfactory]; and the Tenant is permitted to hold the Premises for the benefit of and occupation by the Tenant;
- b) not to use the Premises to occupy the whole [Tenant may wish to delete] of the Premises;
- c) not to use the Premises for the possession or occupation of the whole [Tenant may wish to delete] of any part] of the Premises;
- d) not to use the Premises for the whole [Tenant may wish to delete: or any part] of the Premises;
- e) not to use the Premises for any other purpose; and
- f) not to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of such consent require compliance with the conditions imposed by the Landlord in connection with the assignment.

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

- a) that the Tenant shall provide to the Landlord, immediately before the assignment, a written agreement guaranteeing that the assignee shall be either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of the Tenant under this Lease under an authorised guarantor;
- b) that the Tenant shall provide to the Landlord, immediately before the assignment, a written agreement guaranteeing that the assignee shall be either a guarantor of the Tenant's covenants in this Lease (an "Authorised Guarantor") in such form as the Landlord may require;
- c) that the Tenant shall provide to the Landlord's reasonable opinion of the assignee's financial position to enable it to comply with the conditions contained in this Lease;
- d) that the Tenant shall provide to the Landlord acting as a guarantor and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may require.

E

by the indemnity in clause 3.1.27, the

deed of
guarantor

word in the same terms as the original

4. Landlord's Covenants

4.1 The Landlord covenants

4.1.1 Subject to the Tenant complying with the covenants herein, the Tenant shall have quiet enjoyment of the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord.

the rents and other sums due and payable under this Lease, to permit the Tenant to enjoy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord.

4.1.2 To insure the Premises (including any plate glass in the Building) against the risks insured by the Landlord's policy for the full reinstatement value, including reasonable costs and incidental expenses, debris removal, and the obligation to pay any deductible or co-insurance.

than any plate glass in the Building) against the risks insured by the Landlord's policy for the full reinstatement value, including reasonable costs and incidental expenses, debris removal, and the obligation to pay any deductible or co-insurance.

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

in the London insurance market on terms no less favourable to the Landlord; and

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

conditions or limitations as the insurers may impose.

4.1.3 Subject to the Tenant obtaining all necessary planning and other consents, to use the Premises for the purposes for which they have been received or (as the case may be) to repair or replace the Premises.

y planning and other consents, to use the Premises for the purposes for which they have been received or (as the case may be) to repair or replace the Premises. The Landlord shall not be obliged to:

a) provide any financial assistance in connection with the Premises; or

financial in layout or design so long as the Premises are substantially equivalent to that previously at the Premises.

b) repair or replace the Premises if the Tenant has failed to pay any of the sums due under the Lease.

tenant has failed to pay any of the sums due under the Lease.

c) repair or replace the Premises after a notice has been served on the Tenant.

ses after a notice has been served on the Tenant.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. The Lease shall determine the remedy of the Landlord under this Lease. Any claim for loss of plate glass) shall belong to the Landlord.

the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate the Lease. On giving notice this Lease shall determine the remedy of the Landlord under this Lease. Any claim for loss of plate glass) shall belong to the Landlord.

4.3 The Landlord shall maintain the Premises in a good state of repair and standard the Landlord.

decorate the Retained Property to a good state of repair and standard the Landlord.

5. Provisos and Agreements

5.1 The parties agree

5.1.1 any rent

f time rent is allowed to be in arrears

e.g 28 days (whether formally demanded or not); or

due (whether formally demanded or not); or

5.1.2 the Tenant shall not be liable for

5.1.3 there is a

the Landlord may
and on doing so
available to the

(or any part of them) at any time after
this will not affect any right or remedy

5.2 If the Premises
unfit for occupation
insurance money
of the Tenant,
payable from the
until the Premises
whichever is the

covered by any Insured Risk so as to be
insurance is not vitiated or payment of the
part through any act, neglect or default
fair proportion of it will cease to be
reconstruction for a period of three years or
occupation or use by the Tenant,

5.3 Nothing in this
release or modification
which any adjoining

the right to enforce, or to prevent the
any covenants, rights or conditions to
the effect.

5.4 The parties agree
arising solely by
enforce any term

not a party to this Lease has no right
(Rights of Third Parties) Act 1999 to

5.5 The Tenant acknowledges
constitute a representation
used for any purpose

ing in this Lease constitutes or shall
that the Premises may lawfully be
used for any purpose.

5.6 The Tenant acknowledges
on any representation

not entered into this Lease in reliance
on any representation by or on behalf of the Landlord.

6. Notices

6.1 Any notice given
sent by pre-paid
or left at the addressee
in the United Kingdom
service by giving

with this Lease must be in writing and
by personal delivery to or otherwise delivered to
under clause 6.2 or to any other address
the addressee has specified as its address for
service by giving 7 days' notice under this clause 6.

6.2 A notice served

6.2.1 a company
Kingdom

partnership registered in the United
Kingdom registered office;

6.2.2 a person
Kingdom
Kingdom
are a partner
address

located in a country outside the United
Kingdom the address for service in the United
Kingdom of the deed or document to which they
are a partner has been given at their last known

6.2.3 anyone else

a) in the

at any postal address in the United

- King
the t
Leas
the U
- b) in th
c) in th
the d
d) in re
Unit
- 6.3 Any Notice give
the date of post
the time the not
to or left at that
- 6.4 If a notice is tre
5:00PM on a v
immediately foll
- 6.5 Service of a no
Lease.
7. **[Tenant may wish to de**
- 7.1 The Landlord m
giving to the Te
6 months>> not
- 7.2 If the Lease en
party for any pri
- 7.3 The Landlord sh
period after the
8. **Termination by Tenant**
- 8.1 The Tenant ma
giving to the La
months>> notice
- 8.2 This Lease sha
Tenant has pai
gives up poss
underleases.
- 8.3 [The break rig
paragraph LR3
first deed of as
Tenant ceases t
- 8.4 If the Lease en
party for any pri
- time for the registered proprietor on
paragraph LR2.1 at the beginning of this
is given, at its last known address in
- the Premises;
- at the address of that party set out in
which they gave the guarantee; and
- y, at their last known address in the
- ved on the second working day after
st class post or special delivery or at
at the recipient's address if delivered
- ay that is not a working day or after
reated as served at 9:00AM on the
- ot a valid form of service under this
- Termination by Landlord**
- at any time [after <<insert date>>] by
ice period to terminate lease e.g. 3 or
ct at any time.
- this will not affect the rights of any
n in this Lease.
- all payments of Rent that relate to a
se.]
- at any time [after <<insert date>>] by
notice period to terminate lease e.g. 3
at any time.
- g a notice given by the Tenant if the
up to the date of determination and
s and leaves behind no continuing
- personal to the Tenant named in
Lease and will end on the date of the
the Lease or on the date when that
- this will not affect the rights of any
n in this Lease.

- 8.5 The Landlord shall receive all payments of Rent that relate to a period after the
9. **[Tenant may wish to declare that the Lease is a regulated tenancy]**
- 9.1 The Tenant confirms that he or she (or as the case may be before the Tenant is bound to enter into this Lease) the Landlord served on the Tenant in the form set out in schedule 1 to the Regulatory (Landlord and Tenant) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he or she (or a person on behalf of the Tenant) made a [declaration in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that he or she (or a person on behalf of the Tenant) who made the declaration on the Tenant's behalf is a person acting in his or her own authority.
- 9.4 The Landlord agrees that he or she (or a person on behalf of the Landlord and Tenant) shall not be bound in relation to the tenancy created by this Lease.]
10. **[Guarantor's Covenants]**
- 10.1 The Guarantor:
- 10.1.1 Guarantor covenants that the Tenant will comply with all the Tenant's obligations under the Lease. If the Tenant defaults, the Guarantor shall indemnify the Landlord and comply with those obligations;
- 10.1.2 Guarantor covenants that he or she is the primary obligor, and separate to the Tenant, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's default or non-compliance with the Tenant's obligations or comply with the Tenant's obligations; and
- 10.1.3 Guarantor covenants that he or she is the primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's default or non-compliance with the Tenant's obligations or comply with the Tenant's obligations; and
- 10.2 If the Landlord notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days, do either:
- 10.2.1 at the option of the Landlord (including payment of the Landlord's costs) and
- a) for a period of three months after the date of the disclaimer or for the Tenant being struck off the

- regis
- b) ending on the date on which this Lease would have ended if the disclaimer had not happened;
 - c) at the date of the disclaimer, the sums payable;
 - d) continuing on the term commencement date of the next Rent Review under this Lease that falls before the next Rent Review Date that has not been previously reviewed as at the date of the disclaimer;
 - e) continuing on each Rent Review Date under this Lease from the term commencement date of the next Rent Review Date;
 - f) otherwise as may be determined by the Landlord and conditions as this Lease; or
- 10.2.2 pay the Landlord the rents, any outgoings and all other sums due under this Lease and the amount equivalent to the total of the rents, any outgoings and all other sums due under this Lease that would be payable by the Tenant if the disclaimer had not happened, for a period of 6 months following the disclaimer, together with interest on the sum so payable at the rate of 6 months following the disclaimer,
- 10.3 If clause 10.2.2 is not complied with, the Landlord must release the Tenant from its obligations under this clause 10 (but that will not affect the Landlord's rights in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 are not discharged or discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;
 - 10.4.2 any variation of the terms of the Lease (not that a surrender of part will end the obligations of the surrendered part);
 - 10.4.3 any right of the Landlord to assign the Lease or that the Tenant or the Guarantor may have;
 - 10.4.4 any death, bankruptcy, liquidation or change in the constitution or status of the Tenant or the Guarantor or of any other person who is liable, or of any other person who is liable, or of any other person who is liable;
 - 10.4.5 any amalgamation, reconstruction or other business reorganisation of any party with any other person, any change in the ownership of the whole or any part of the assets or liabilities of any party or any other person;
 - 10.4.6 the existence of the Lease in relation to the Guarantor of an Act of Insolvency;
 - 10.4.7 anything done or omitted to be done by the Landlord by deed.
- 10.5 The Guarantor is not in competition with the Landlord in the business of the Landlord and will not take any security, indemnity or

guarantee from
Lease.

of the Tenant's obligations under this

10.6 Nothing in this
exceeds the liab

any liability on the Guarantor that
and were it the tenant of this Lease.]]

11. Charities Act 2011

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

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

12. Applicable Law and Jurisdiction

12.1 This Lease and
with it will be go

gations arising out of or in connection
land and Wales.

12.2 Subject to claus
to be settled by
have exclusive
connection with
obligations.

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

12.3 Any party may s
arising out of or
contractual oblig

of the courts of England and Wales
ease, including in relation to any non-
mpetent jurisdiction.

THIS LEASE has been execu
dated

ered on the day on which it has been

Execution clauses for companies

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

<<Affix seal here>>

Director

Director/Secretary]

OR (alternative company execution)

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

nature:(Director)

nature:([Director][Secretary]])

OR (alternative company execution)

[Executed as a deed by

nature:

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

.....Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

_____]

OR (execution clause where

al)

[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

EITHER

[Executed as a deed by
<<Name of Tenant CIO, including
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

in the presence of

.....
(Signature of Charity Trustee)

Execution clause for a Charity

<<Name of Incorporated Organisation">>

.....
(Signature) Charity Trustee

.....
(Signature) Charity Trustee]

<<Name of Incorporated Organisation">>

<<Affix seal here>>

Charity Trustee

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

Execution clause for a Charity

EITHER

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

in the presence of

(signed)

Trustee/Director

Trustee/Director]

OR

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

OR

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

acting by a trustee/director in t

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Execution clause for a charity

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

By Guarantee acting either by two
or with a witness :

<<Guarantee>>
Affix seal here>>

<<Guarantee>>

.....
Director

.....
Director]

Signature:
Trustee/Director

By the unincorporated association

Signature:
Charity Trustee

in the presence of:
Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____

and repeat the above clause for charity trustees

[Execution clauses for guarantors]

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

<<affix seal here>>

Director

Director/Secretary]

OR (alternative company execution)

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

signature: (Director)

signature: ([Director][Secretary]])

OR (alternative company execution)

[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 where the company is a limited liability partnership (LLP))

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

_____]

S

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First Schedule – Rights Granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, ventilation, air conditioning, 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 to use the Building and the Landlord's Neighbouring Property for the purpose of:
 - a) use such of the Common Parts as may be necessary to obtain access to and egress from the Premises;
 - b) use for the purpose of access on foot only to and egress from the Building, the footpath, the Landlord's Neighbouring Property and the Landlord's Neighbouring Property (including any area edged green on the plan attached to this Lease);
 - c) use for the purpose of access to and egress from the Building with or without vehicles (including any area edged green on the plan attached to this Lease);
 - d) <<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, the Landlord's Neighbouring Property or the Landlord's Neighbouring Property (including any area edged green on the plan attached to this Lease) in breach of the rule in *Wheelodon v Burrows* (1969) 119 Ch 1.

Second Schedule to the Lease to the Landlord

1. The right to the passage of, and the supply of, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and services 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 measurement of the performance of the Premises including to install and to monitor the performance of the Premises and to prepare an EPC;
 - b) estimate the current or prospective cost of the Premises for insurance or any other purpose.
3. If the relevant work is carried out without entry onto the Premises, the right to enter the Premises for the purpose of:
 - a) build on or into any part of the Premises on or adjacent to the Premises; and
 - b) inspect, repair, and carry out other works upon any adjoining premises.
4. **[The Tenant may wish to consider whether it consents, the right to enter the Premises to improve their Environment.]** The Tenant (in its absolute discretion) may carry out any works to the Premises to improve their Environment.
5. The right to enter the Premises for the purpose of, or required to do, any work in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, where the Landlord may give as much notice as may be reasonably practicable);
 - b) observe the Tenant's instructions (but where that includes being accompanied by the Tenant or a representative of the Tenant, the Tenant must make that representative available to the Landlord);
 - c) observe any special requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interruption to 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 carry out any work, obtain the Tenant's approval to the location, method of working, and any other matters relating to the preparation for, and execution of, the work;
 - h) remain upon the Premises for as long a period as is reasonably necessary; and

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- by rights outside the normal business hours of the Tenant, and, if necessary, to be carried out to them, the right to close off the Premises for as long as (except in an emergency) is not materially less convenient.
- the extent of any Common Parts or the Premises is not materially less convenient; or the enjoyment of the Premises is not materially less convenient.
- within the Common Parts for particular service roads and footpaths and from restricted areas, so long as the remaining purposes are not materially less convenient.
- demolition, alteration or redevelopment (whether or not the Landlord intends to do so) as the Landlord in its reasonable opinion may see fit, provided that these works interfere with the flow of traffic or the use of the Premises in connection with those works to underpin the structure of the Premises:
- be carried out;
- the Landlord's exercise of its right of management of potential interference;
- the works do not materially adversely affect the business from the Premises;
- the works are carried out with the highest standards of construction and workmanship;
- the works do not cause any material interference to the Premises by noise, vibration or dust, and the Landlord has considered the Tenant's suggestions for mitigation of such interference;
- the works do not affect the structural integrity of the Premises or its contents.
- the Landlord does not store any equipment or materials on the Premises and to the extent that the Landlord does store any equipment or materials on the Premises or of or outside any buildings on the Premises, the Landlord shall do so in accordance with this Lease provided that:
- the equipment or materials are stored in a safe and secure manner and, as far as is reasonably practicable, with any necessary precautions made good;
- the equipment or materials are removed from the Premises as far as is reasonably practicable to the extent that they are no longer required;
- the equipment or materials are not displayed on it (except for any health and safety notices or signs or any other tenant whose premises are adjacent to the Premises (including scaffolding)) unless the Tenant has

- d) if the Tenant's scaffolding, the Landlord shall not be obliged to remove the scaffolding, the Landlord [T] shall not be obliged to remove the scaffolding if the scaffolding is not unreasonably with the Premises so that the Tenant can use the Premises for the purpose of the lease.
11. The right to use the Landlord's Property 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 or not they now exist or that might (but for this

1. Not without the Landlord's written consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or other permission required to use the Premises for the purposes of 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 relevant 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 for more than 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 may be placed outside the Premises nor shall anything be thrown out of the window or door 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 part of the Premises nor any part of the Landlord's Neighbouring Property with goods or equipment.
9. No blind should be fitted to any 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 which are likely to cause a fire hazard.

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ations

1. Not without the Landlord's written consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.

2. To make any application for a licence or other permission required to use the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant legislation.

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