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<p>LR1. Date of lease</p>	<p><<Insert date in full>></p>
<p>LR2. Title number(s)</p>	<p>LR2.1 Landlord's title number(s)</p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p><<Insert Landlord's title number(s)>></p> <p>LR2.2 Other title numbers</p> <p><i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> <p><<Insert other title number(s)>></p>
<p>LR3. Parties to this lease</p> <p><i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i></p> <p><i>For overseas entities, see the Companies Act 2006, section 1043A and the Companies (Overseas Entities) Regulations 2009.</i></p> <p>a) <i>The territory of incorporation of the Landlord</i></p> <p>b) <i>The overseas company name of the Landlord as registered in the Companies House register, the Tenant pursuant to the Companies Act 2006, section 1043A and the Companies (Overseas Entities) Regulations 2009. If the Landlord is an 'overseas entity ID number' holder, the ID number.</i></p> <p>c) <i>Where the entity is not registered in the Companies House register, the place of business of the Landlord and the registered number of the Landlord in the Companies House register.</i></p> <p><i>Further details on overseas entities can be found in practice guide.</i></p>	<p>Landlord</p> <p><<Insert name of Landlord>></p> <p><<Insert address of Landlord>></p> <p><<Insert company number>></p> <p>Tenant</p> <p><<Insert name of Tenant>></p> <p><<Insert address of Tenant>></p> <p><<Insert company number>></p> <p>Guarantor (if any)</p> <p><<Insert name of Guarantor>></p> <p><<Insert address of Guarantor>></p> <p><<Insert company number>></p> <p>Other parties</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p><<Insert name of other party>></p> <p><<Insert address of other party>></p> <p><<Insert company number>></p>
<p>LR4. Property</p> <p><i>Insert a full description of the property to be leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or part of a schedule in this lease to which the property being leased is referred.</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>></p>

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

LR5. Prescribed statements etc

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

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

statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

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

LR6. Term for which the Property is let

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

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

including the commencement date>>

including the expiry date>>

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

as follows:
term>>

LR7. Premium

Specify the total premium, including VAT where payable.

premium or "none">>

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

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LR9. Rights of acquisition

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

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

None

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

None

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

None

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

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

None

LR11. Easements

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

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

Schedule 1

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

Schedule 2

LR12. Estate rent charged on the Property

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

None

LR13. Application for planning permission or other restriction

Set out the full text of the restriction and the title of the application entered. If you wish to use the standard form of restriction

N/A

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apply for each of them, tell us who
against which title and set out the
the restriction you are ap

Standard forms of restriction are
Schedule 4 to the Land Registr
2003.

**LR14. Declaration of trust where
more than one person comp
Tenant**

*If the Tenant is one person, omit
the alternative statements.*

*If the Tenant is more than one
complete this clause by omitting or
inapplicable alternative statement*

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it is more than one person. They are to
property on trust for themselves as joint

it is more than one person. They are to
Property on trust for themselves as
common in equal shares.]

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it is more than one person. They are to
Property on trust <<Complete as
>>]

1. Definitions and Interpretation

1.1 In this Agreement
terms shall have

text otherwise requires, the following

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'Act of Insolvency'

means:

- (a) the
- (b) the
- (c) the
- (d) the
- (e) the
- (f) the

- in connection with any voluntary arrangement
or arrangement for the benefit of any
any guarantor;
- for an administration order or the making
of a relation to the Tenant or any guarantor;
- intention to appoint an administrator, or the
filing of prescribed documents in connection with the
appointment of an administrator, or the appointment of an
relation to the Tenant or any guarantor;
- the receiver or manager or an administrative
property or income of the Tenant or any
- voluntary winding-up in respect of the
except a winding-up for the purpose of
of a solvent company in respect of
on of solvency has been filed with the
- a winding-up order or a winding-up order
any guarantor;

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	<p>f the Tenant or any guarantor from the Register of the making of an application for the Tenant or any struck-off;</p> <p>y guarantor otherwise ceasing to exist (but excluding nt or any guarantor dies); or</p> <p>n application for a bankruptcy order, the presentation a bankruptcy order or the making of a bankruptcy e Tenant or any guarantor.</p> <p>ve shall apply in relation to a partnership or limited ned in the Partnership Act 1890 and the Limited 07 respectively) subject to the modifications referred t Partnerships Order 1994 (SI 1994/2421) (as nited liability partnership (as defined in the Limited s Act 2000) subject to the modifications referred to in Partnerships Regulations 2001 (SI 2001/1090) (as</p> <p>cludes any analogous proceedings or events that may o the legislation of another jurisdiction in relation to a or incorporated or domiciled in such relevant</p>
'Annual Rent'	ent>> per year exclusive of VAT;
'Conduits'	r the transmission of water, gas, air, foul and surface tricity, oil, telephone, heating, telecommunications, unications and similar supplies or utilities;
'Energy Performance Certificate'	iven to it in the Energy Performance of Buildings) Regulations 2012;
'Environmental Performance'	<p>he following:</p> <p>tion of energy and associated generation of s emissions;</p> <p>on of water;</p> <p>on and management; and</p> <p>onmental impact arising from the use or operation of</p>
'Insurance Rent'	e Landlord of:

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	<p>insured in accordance with the Landlord's Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>of the Premises for insurance purposes from</p> <p>any excess or deductible under any insurance policy and incurs or will incur in reinstating the Premises or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following a claim by an Insured Risk to the Premises because of the insurers' neglect or failure to act; and</p> <p>the amount of any increased premiums that the insurers may require the Tenant to pay in respect of carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the</p>
'Insured Risks'	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, impact by any articles dropped from them, impact by vehicles, vibration, shock, commotion and malicious damage to the extent, in respect of which cover is generally available on normal commercial terms in the insurance market at the time the insurance is taken out, and subject to any exclusions, limitations and excesses, in respect of which the Landlord reasonably insures from time to time, subject to any excesses, limitations and exclusions in the policy;</p>
'Interest'	<p>the rate of <<rate of interest on outstanding payments >> per year above the base rate for the time being of the Bank of England or (if base rate or that bank ceases to exist) a rate notified by the Landlord to the Tenant;</p>
'Landlord'	<p>entitled to the immediate reversion to this Lease;</p>
'Landlord's Neighbouring Property'	<p>buildings owned by the Landlord near to the Premises;</p>
'Permitted Use'	<p>means use as a retail shop within use class E(a) of the Town and Country Planning (Use Classes) Order 1987]</p> <p>means use as a retail shop within use class A1 of the Town and Country Planning (Use Classes) Order 1987];</p>

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'Premises'	means Lease than te	in paragraph LR4 at the beginning of this tures and fittings in the Premises (other s);
'Rent'	means	at by this Lease;
'Rent Commencement Date'	means	first to be paid>>;
'Rent Days'	means year;	[September and 25 December] in each
'Surveyor'	means Landlo	ect from time to time appointed by the
'Tenant'	include	assigns;
'Term'	means Lease;	paragraph LR6 at the beginning of this
'Title Matters'	means list of o	out in the following documents: <<insert landlord's title to the Premises>>;
'VAT'	means unless payable	by the Value Added Tax Act 1994 (and ted references to rent or other monies sive of any VAT charged or chargeable).

- 1.2 Unless the conte
 - 1.2.1 "writing" c
 - 1.2.2 a "workin
 - 1.2.3 a statute
 - 1.2.4 "this Agr
 - 1.2.5 a Schedu
 - 1.2.6 a clause o
- 1.3 In this Agreeemer
 - 1.3.1 any refer
 - 1.3.2 words im
 - 1.3.3 words im

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1.3.4 of the Term include any sooner determination of an by effluxion of time;

1.3.5 Tenant not to do an act or thing includes an t or suffer such act or thing to be done;

1.3.6 neglect or default of the Tenant include the act, ny occupier of the Premises and their respective

1.3.7 to not form part of this Lease and are not to be s construction or interpretation; and

1.3.8 lease include any document supplemental or ed into pursuant to its terms.

1.4 The l ent are for convenience only and shall not affect its int

2. Demise and

2.1 The mises to the Tenant for the Term together with (inso grant the same) the rights set out in the First Sche Neigh reserving for the benefit of the Landlord's to the hts set out in the Second Schedule, and subject

2.2 The T

2.2.1 equal payments in advance by bankers' standing (it if the Landlord so requires) on the Rent Days, e made on the date of this Lease for the period t Commencement Date and ending on the day ay;

2.2.2 to time the Insurance Rent;

2.2.3 om the Tenant to the Landlord under this Lease;

2.2.4 er this Lease.

3. Tenant's Co

3.1 The T e Landlord:

3.1.1 times and in the manner stated without any legal , set-off or counterclaim unless required by law.

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

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

(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

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3.1.4

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

3.1.5

obtaining relief because it has been allowed during the term, the Tenant shall make good that loss to the Landlord on demand.

3.1.6

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maintain in good and substantial repair and condition and shall make good where damage results from any of the risks which the Landlord has insured under Clause 4.1.2 unless the Landlord's insurance money is refused by reason of any act, omission or negligence of the Tenant).

3.1.7

renew all floor coverings in the Premises as often as may be necessary and, in the final three months of the Term, renew all floor coverings of a colour and quality first class. [The Tenant shall also renew all floor coverings of a colour and quality first class.]

3.1.8

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

3.1.9

leave the Premises which are not built upon clean and free from all rubbish and debris.

3.1.10

at the end of the Term, the Tenant shall deliver to the Landlord in the repair and condition in which they were received under the Lease;

3.1.11

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the Tenant shall also require, to remove all items the Tenant has removed from the Premises, remove any alterations the Tenant has made to the Premises and make good any damage caused to the Premises by that removal;

3.1.12

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remove the Tenant's possessions from the Premises; and deliver to the Landlord all documents held by the Tenant relating to health and safety matters including (but not limited to) risk assessments, asbestos surveys and reports, fire risk assessments and reports, and certificates relating to gas safety systems.

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

The Landlord may as the agent of the Tenant sell the

possessions and must indemnify the Landlord against any liability incurred by the Landlord to any third party whose possessions have been damaged or destroyed by the Landlord in the mistaken belief that the possessions were the property of the Tenant; and

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

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

or its agents or Surveyor gives to the Tenant (or Premises) notice of any repairs or maintenance that has failed to carry out or of any other failure by the Tenant to comply with its obligations under this Lease, to require the Tenant to repair and/or remedy such failure in accordance with clause 3.1.12 b) (within a period of two months from the date of the notice if required); and

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

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

The Landlord shall be entitled on demand on an indemnity basis all costs, charges and expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which are recoverable by the Landlord) in connection with or in consequence of the exercise of any of the above powers;

The Tenant shall be bound by the tenant covenants of this Lease; and the Tenant shall be bound by the Tenant's obligations in this Lease, including the obligation to give notice under section 146 of the Landlord and Tenant Act 1925;

The Tenant shall be bound by the Tenant's obligations for consent under this Lease, where the Tenant's application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;

The Tenant shall be bound by the Tenant's obligations to carry out works to the Premises to improve their condition and to carry out works to the Premises to improve their Performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

The Tenant shall be bound by the Tenant's obligations to give notice and service of a schedule of dilapidations served within six months after the end of the Term.

The Tenant shall not use the Premises for any illegal or immoral purpose; and the Tenant shall not use the Premises as sleeping accommodation or for any other purpose not permitted by the Lease;

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

premises only for the Permitted Use [and only
hours of 8AM and 6PM Mondays to Fridays (and not
days or public holidays)].

3.1.1

ons:

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Premises with any adjoining premises;
by external or structural alterations to the Premises;
any alteration to the Premises which would, or may
be expected to, have an adverse effect on the asset
Energy Performance Certificate commissioned in
the Premises;] and

mitted in clause 3.1.17 below,] not to make any
works or alterations of a non-structural nature to the
Premises without the Landlord's prior written consent (such
consent may be unreasonably withheld or delayed).

3.1.1

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Without consent from the Landlord erect, alter or
remove any non-removable partitioning which does not affect the
structure or adversely affect the mechanical ventilation
of the Premises or have an adverse impact on the
performance of the Premises and which shall be treated
as if it were subject to the Tenant:

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

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

to restore the Premises to their former state and condition on or
at the end of the Term if the Landlord by notice in writing
requires the Tenant to do so; and

to reimburse the Landlord of the cost of any alterations or additions
made to the Premises by the Tenant (except any which are trade or tenant's
alterations) as soon as practicable and so that the Tenant shall
not be liable for any failure to affect any necessary
alterations for which the Premises are insured unless
the Tenant provides that information.]

3.1.1

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the Construction (Design and Management)
Regulations apply to any works carried out to the Premises
and the Landlord's consent is required for them under this
clause and to provide the Landlord with
a copy of the Regulations and to provide the Landlord with
a copy of the health and safety file upon completion of the

3.1.1

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, fascia notice or advertisement on the outside of
the Premises to be visible outside the Premises other than a
sign of the Tenant's trading name in the position specified by the
Landlord, subject to that sign being of a
material approved by the Landlord and at the

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...ove any sign and make good any damage caused
...satisfaction of the Landlord.

3.1.2

...bligations in respect of the Premises:

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...all laws relating to the Premises or to the Tenant's
...ation of the Premises;

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

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

...any planning permissions relating to or affecting

...n the Construction (Design and Management)
...15 and before commencing any works to make a
...n under Regulation 4(8) to the effect that the
...nly client for the purposes of the Regulations, to
...lord a copy of the election and to fulfil the
...he client;

...remises equipped with all fire prevention detection
...quipment which is required by law or by the insurers
...s or reasonably required by the Landlord and to
...quipment and allow the Landlord to inspect it from

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

...prior written consent of the Landlord to apply for
...ormance Certificate in respect of the Premises.

3.1.2

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

...st notify the Landlord; and

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

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3.1.2

...on:

...Premises on trust for another;

...another to occupy the whole or any part of the

...n or share the possession or occupation of the
...art of the Premises;

...r underlet the whole or any part of the Premises;

...art only of the Premises; and

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

3.1.2

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

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

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

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

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

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

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

3.1.2

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

3.1.2

shall

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comply with the requirements of the Landlord's insurers and shall not permit to do anything which could invalidate any policy of insurance;

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

3.1.2

The Tenant is responsible for the payment of all taxable supplies made to the Tenant in connection with this Lease on the due date for making any payment or, where applicable, on the date on which that supply is made for VAT purposes.

3.1.2

The Tenant is obliged, under or in connection with this Lease, to reimburse to any other person any sum by way of a refund or credit note of an amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or

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- credit for such VAT under the Value Added Tax Act
- 3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, charges and costs, including third party, all costs, damages, expenses, charges and costs incurred by the Landlord in defending or settling any action, claim or proceedings, including any personal injury or death, damage to any property, including any right arising from:
- (a) the condition of the Premises or the Tenant's use of the Premises;
 - (b) the exercise of the Tenant's rights; or
 - (c) the carrying out of any alterations.
- 3.1.29 The Landlord shall be covered by the indemnity in clause 3.1.28, the Landlord shall require the Tenant of the claim as soon as reasonably practicable after receiving notice of it;
- 3.1.30 The Tenant shall provide the Landlord with any information and assistance in connection with any claim that the Tenant may reasonably require, the Tenant shall pay to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
- 3.1.31 The Tenant shall be required to do so (at the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.32 The Landlord shall be bound by the regulations set out in the Third Schedule and any amendments or variations made by the Landlord from time to time in relation to the state management of the Premises.
- 3.1.33 The Landlord shall be entitled to recover from the Tenant a fair proportion (to be determined by agreement or otherwise) of the costs, fees and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and decorating the Premises and in fighting any Conduits, structures or other items which are or are capable of being used by the Premises in common with other Premises.
- 3.1.34 The Tenant shall be required to provide any assignment, transfer, underlease or charge of the Premises or any part thereof by the Tenant, any undertenant or any other person, together with a certified copy of the relevant document together with a certified copy of the relevant registered titles to the Landlord.
- 3.1.35 The Landlord shall be entitled to require the Tenant to apply to compulsory registration at the Land Registry, the date of this Lease to apply to the Land Registry and once the registration has been completed to provide a certified copy of the relevant titles to the Landlord.
- 3.1.36 The Landlord shall be entitled to require the Tenant to deliver to the Landlord the original of this Lease together with any other documents as the Landlord reasonably requires to close the Land Registry and to remove entries in relation to it noted against the relevant registered title.
- 3.1.37 The Landlord shall be entitled to require the Tenant, if any guarantor of the Tenant's obligations under this Lease is insolvent and if the Landlord so requires to procure a new guarantor acceptable to the Landlord enters into a deed of guarantors with the Landlord in the same terms as the original guarantor.

4. **Landlord's**

4.1 The Landlord shall be obliged to the Tenant:

4.1.1 The Landlord shall be obliged to permit the Tenant to continue to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord, save as may be permitted by the Lease.

4.1.2 The Landlord shall be obliged to insure (other than any plate glass at the Premises) the Premises by the Insured Risks for the full reinstatement value, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Landlord shall be obliged to obtain the following subject:

4.1.2.1 The insurance shall be available in the London insurance market on terms which are acceptable to the Landlord; and

4.1.2.2 The insurance shall not contain any exclusions or limitations as the insurers may

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

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

4.1.3.2 Provide accommodation if the Tenant has failed to pay any of the rents due under the Lease; or

4.1.3.3 Provide accommodation if the Premises after a notice has been served under clause 4.2.

4.2 If, following the destruction of the Premises, the Landlord considers that it is not reasonable to reinstate the Premises, the Landlord may terminate the Lease by giving notice to the Tenant. On giving notice this Lease shall terminate and the Tenant shall be without prejudice to any right or remedy of the Landlord in respect of each of the tenant covenants of this Lease. Any insurance (other than any insurance for plate glass) shall belong to the Landlord.

5. **Provisos and**

5.1 The provisions of

5.1.1 The provisions of clause 5.1 shall apply to the extent that the length of time rent is allowed to be in arrears e.g. 3 months, shall not exceed 3 months becoming due (whether formally demanded or not).

5.1.2 The provisions of clause 5.1 shall not apply to the extent that the rent is in arrears under this Lease; or

5.1.3 The provisions of clause 5.1 shall not apply to the extent that the rent is in arrears by reason of the Tenant's insolvency.

5.2 The Landlord shall be entitled to enter the Premises (or any part of them) at any time after the termination of the Lease to inspect the Premises and to carry out any repairs which may be necessary and to do so shall not be deemed to be a breach of this Lease (but this will not affect any right or remedy available to the Tenant under this Lease).

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5.2 If the Premises or destroyed by any Insured Risk so as to be unfit for occupation or use by the Tenant, whichever is the shorter, the insurance is not vitiated or payment of the sum insured wholly or in part through any act, neglect or default of the Tenant or a fair proportion of it will cease to be payable from the date of destruction for a period of three years or until the Premises are again occupied or used by the Tenant, whichever is the shorter.

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5.3 Nothing shall release the Tenant the right to enforce, or to prevent the enforcement, for the benefit of any covenants, rights or conditions to which the Premises are subject.

5.4 The provisions of this Lease on who is not a party to this Lease has no right of enforcement under the Contracts (Rights of Third Parties) Act 1999 to the extent that it purports to confer such a right.

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

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

6. Notices

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

6.2 A notice or communication shall be deemed to have been served if it is served on:

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6.2.1 the Landlord, if it is a limited liability partnership registered in the United Kingdom, at its registered office;

6.2.2 the Landlord, if it is a company or incorporated in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are a party, or if no such address has been given at their last known address in the United Kingdom;

6.2.3 the Landlord, if it is an individual, at the address for service as set out in the deed or document to which they are a party, or if no such address is given, at its last known address in the United Kingdom;

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6.2.4 the Tenant, at the Premises;

6.2.5 any guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and

6.2.6 any other party, at their last known address in the United Kingdom.

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6.3 Any notice or communication shall be deemed to have been served as served on the second working day after the date of posting by prepaid first-class post or special delivery or at the address for service or left at the recipient's address if delivered to or left at the recipient's address.

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

6.5 Service by email is not a valid form of service under this Lease.

7. **[Termination]**

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

7.2 If the Landlord terminates this Lease pursuant to Clause 7, this will not affect the rights of any party to this Lease arising from this Lease.

7.3 The Landlord shall release the Tenant all payments of Rent that relate to a period of not less than <<insert period>> of this Lease.]

8. **[Termination]**

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

8.2 This Clause shall not apply to a lease determined following a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

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

8.4 If the Landlord terminates this Lease pursuant to Clause 8, this will not affect the rights of any party to this Lease arising from this Lease.

8.5 The Landlord shall release the Tenant all payments of Rent that relate to a period of not less than <<insert period>> of this Lease.]

9. **Exclusion of**

9.1 The Tenant shall not be bound before the grant of this Lease (or as the case may be where the Tenant is contractually bound to enter into this Lease) the Landlord shall give the Tenant a notice in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.

9.2 The Tenant shall not be bound before the grant of this Lease (or as the case may be where the Tenant is contractually bound to enter into this Lease) the Landlord shall give the Tenant a notice in the form set out in paragraph 7] [statutory declaration in schedule 2] of schedule 2 to the 2003 Order.

9.3 The Tenant shall not be bound before the grant of this Lease (or as the case may be where the Tenant is contractually bound to enter into this Lease) the Landlord shall give the Tenant a notice in the form set out in paragraph 7] [statutory declaration in schedule 2] of schedule 2 to the 2003 Order. If applicable, the person who made the declaration shall be made with the Tenant's authority.

9.4 The Landlord and Tenant shall not be bound before the grant of this Lease (or as the case may be where the Tenant is contractually bound to enter into this Lease) the Landlord shall give the Tenant a notice in the form set out in paragraph 7] [statutory declaration in schedule 2] of schedule 2 to the 2003 Order. If applicable, the person who made the declaration shall be made with the Tenant's authority.

9.5 The Landlord and Tenant shall not be bound before the grant of this Lease (or as the case may be where the Tenant is contractually bound to enter into this Lease) the Landlord shall give the Tenant a notice in the form set out in paragraph 7] [statutory declaration in schedule 2] of schedule 2 to the 2003 Order. If applicable, the person who made the declaration shall be made with the Tenant's authority.

9.6 [The Tenant shall not be bound before the grant of this Lease (or as the case may be where the Tenant is contractually bound to enter into this Lease) the Landlord shall give the Tenant a notice in the form set out in paragraph 7] [statutory declaration in schedule 2] of schedule 2 to the 2003 Order. If applicable, the person who made the declaration shall be made with the Tenant's authority.]

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Landlord a notice in the form set out in schedule 1 to the Regulated Residential Tenancies (England and Wales) Order 2003.

9.7 The [Guarantor] must, if applicable, have made a [declaration in the form set out in paragraph 8] of the [Guarantor] in the form set out in paragraph 8] of the [Guarantor]

9.8 The [Guarantor] must, if applicable, ensure that, if applicable, the person who made the declaration on its behalf did so with the Guarantor's authority.

10. [Guarantor's Obligations]

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10.1 The Guarantor shall be bound to the Landlord that the Tenant will comply with all the obligations set out in this Lease. If the Tenant defaults, the Guarantor shall be bound to indemnify and comply with those obligations;

10.1.1 The Guarantor shall be bound to the Landlord as primary obligor, and separate to the obligations set out in clause 10.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant (including the rents or comply with the Tenant's covenants and supplemental documents to this Lease); and

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10.1.2 The Guarantor shall be bound to the Landlord as primary obligor to indemnify the Tenant for all losses, costs, damages and expenses caused to the Tenant by the Guarantor proposing or entering into any company, partnership, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the Guarantor from its obligations of the Guarantor in this clause 10.

10.2 If the Guarantor is notified in writing by the Landlord in its discretion notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten days of the date of notification, exercise its option either:

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10.2.1 To pay to the Landlord (including payment of the Landlord's costs) the amount of the Lease of the Premises: (a) outstanding at the date of the disclaimer or forfeiture and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease is terminated if the disclaimer, forfeiture or striking-off had not occurred;

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(b) any rent and other sums payable at the date of the disclaimer or forfeiture or which would be payable save for any such termination;

(c) the amount of any rent review due on the term commencement date or the next rent review date if there is a rent review under this Lease that is due on the term commencement date that has not been reviewed as at the term commencement date that has not been reviewed as at the date of the rent review);

(d) the amount of any rent review due on each Rent Review Date under this Lease that falls on or after the term commencement date of the Lease;

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or to provide a new lease on the same terms and conditions as this Lease; or

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

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10.3 If clause 10.2 is not satisfied, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

10.4 If clause 10.3 is satisfied, then on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 10 (but that does not affect the Guarantor's rights in relation to any prior breaches).

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10.5 The Guarantor's obligations under this clause 10 shall not be reduced or discharged by:

a) the Guarantor's failure to enforce in full, or any delay in enforcement of, any of its obligations under this clause 10 or any concession allowed to the Tenant or any other person;

b) the Guarantor's failure to exercise any right or remedy against the Tenant for any breach of its obligations under this Lease or observe the Tenant's obligations under this Lease;

c) the Landlord's failure to accept any rent or other payment due to the Guarantor under this Lease;

d) the Guarantor's surrender of part of the premises under this Lease (except that a surrender of part will end the Guarantor's liability in respect of the surrendered part);

e) the Guarantor's counterclaim that the Tenant or the Guarantor may be entitled to set off against the Landlord's claim any sums due to the Guarantor from the Tenant or any other person;

f) the Guarantor's disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the Landlord or any other person;

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g) the Guarantor's merger by any party with any other person, any acquisition of the whole or any part of the assets or liabilities of the Guarantor or any other person by any other person;

h) the Guarantor's absence in relation to the Guarantor of an Act of Parliament or any other law of the United Kingdom;

i) the Guarantor's failure to obtain a release by the Landlord by deed.

10.6 The Guarantor shall not be liable in competition with the Landlord in the insolvency of the Landlord to make any security, indemnity or guarantee from the Guarantor in respect of the Tenant's obligations under this Lease.

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10.7 The Guarantor shall be released from its future obligations under this Lease at the end of the term of the Lease:

a) if the term of the Lease expires;

b) if the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or

c) if the Guarantor is released from its obligations under this Lease by the Landlord in accordance with clause 10.5.

11. Applicable Law

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11.1 This Lease shall be governed by the law of England and Wales and the contractual obligations arising out of or in connection with this Lease shall be construed in accordance with the law of England and Wales.

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

11.3 Any party may apply to the courts of England and Wales for an order of the courts of England and Wales with this Lease, including in relation to any non-contractual obligations, including in relation to any non-contractual obligations, including in relation to any non-contractual obligations.

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

Executed as a deed of <<Landlord's Name>> acting by [a director/secretary] [two directors/secretaries]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause) Individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative clause) e)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative clause) e)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

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OR (execution clause) _____ an individual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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Rights Granted to the Tenant

1. The right to use the Conduits connecting the Premises to the public supply of water, gas, air, foul and surface water drainage, electricity, heating, telecommunications, internet, data communications and other services and supplies or utilities from and to the Premises.
2. The right to enter for the Premises from any adjoining premises owned or controlled by the Landlord.
3. [The right to be granted to the Tenant by the Landlord and all others authorised by the Landlord to:
 - a) use for the Premises the Conduits for gaining access on foot only to and egress from the Premises, courtyards and emergency escapes within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - b) use for the Premises the Conduits for gaining access to and egress from the Premises to and from the Landlord's Neighbouring Estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
 - c) <<insert here the rights to be granted to the Tenant>>.]
4. [Except as mentioned in clause 3, the Tenant's right of enjoyment of this Lease does not include any right over the Landlord's Neighbouring Property in breach of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1868) 15 Q.B. 137.]

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Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, upgrade, remove, or relocate water, gas, air, foul and surface water drainage, heating, telecommunications, internet, data supplies or utilities from and to any adjoining or the Conduits at the Premises.
2. The right to:
 - a) review the Environmental Performance of the Premises including to equipment within or relating to the Premises and to prevent or reduce the risk of environmental damage;
 - b) estimate the rebuilding cost of the Premises for insurance or other purposes.
3. If the relevant works are to be carried out, the right to enter the Premises, or any part of the Premises, to:
 - a) build, alter, repair, maintain, or replace any party walls on or adjacent to the Premises; and
 - b) inspect, repair, maintain, or replace any party walls on or adjacent to the Premises; or to demolish, rebuild or carry out other works upon any party walls on or adjacent to the Premises.
4. [Where the Tenant (or any person acting on behalf of the Tenant) in their sole discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises to carry out any works required to comply with this Lease, or any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant (or any person acting on behalf of the Tenant) 7 working days' prior notice (except in the case of emergency repairs, the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's business as reasonably practicable; and the Tenant must make that representative available to the Landlord;
 - c) observe the Tenant's business as reasonably practicable;
 - d) cause the Tenant's business as reasonably practicable;
 - e) cause the Tenant's business as reasonably practicable;
 - f) repair any damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) when carrying out any works, obtain the Tenant's approval to the location, method, and timing of the works, and any other material matters relating to the preparation for, and carrying out of, the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) when carrying out any works, not exercise any rights outside the normal business hours of the Tenant.

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6. [The right to... right of acce... or equipment on the roof of the Premises and a route as the Landlord may require.]

7. The right to... any adjoining... discretion co... air to the Pre... up the Prem... construction, demolition, alteration or redevelopment on (it others to do so) as the Landlord in its absolute discretion, provided that these works interfere with the flow of light and air to the Premises in connection with those works to underpin and shore up the Premises;

- a) giving... works to be carried out;
- b) cons... to the management of potential interference;
- c) taking... ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
- d) taking... ern standards of construction and workmanship;
- e) taking... dust... en into consideration the Tenant's suggestions for limiting any interference to the Premises by noise, vibration or dust;
- f) maki... nage to the Premises or its contents.

8. The right, w... place scaffo... Premises in... plant and equipment onto the Premises and to the exterior of or outside any buildings on the Premises in connection with the exercise of the Tenant's rights under this Lease provided that:

- a) any s... caus... soon as reasonably practicable, with any damage to the Premises made good;
- b) the s... entra... the obstruction as is reasonably practicable to the Premises;
- c) the s... and s... advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has obtained the Landlord's prior written consent;
- d) if the s... the L... is vis... gnage is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.

9. The right to u... without impo... conditions si... pouring Property for any purpose whatsoever and without imposing any restrictions or conditions upon the Tenant.

10. The right to... from the Pre... or any adjoining premises owned by the Landlord.

11. All rights of reservation) ... nises that now exist or that might (but for this reservation) exist on the Landlord's other land.

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Rule – Regulations

1. Not without the written consent of the Landlord, to keep any inflammable, volatile, or dangerous material in the Premises.
2. To make any alterations to the Premises without the written consent under paragraph 1 in writing accompanied by all relevant plans and drawings to demonstrate to the reasonable satisfaction of the Landlord that no such alteration or addition is necessary for the Tenant's business and that the same comply with all relevant legal requirements.
3. When requested in writing by the Landlord, to provide a copy of any document relating to the Premises, including any documents relating to the Control of Asbestos Regulations 2012 at the Landlord's expense.
4. Not to park or store any motor vehicles on the Landlord's Neighbouring Property.
5. No vehicles or trailers are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain overnight.
6. No materials or refuse are to be shaken outside the Premises, nor shall anything be thrown or dropped from the Premises.
7. Not to dispose of any inflammable waste or refuse in the bins but to use only as permitted by the byelaws and in accordance with the authority and the Landlord.
8. Not to remove any part of the Premises nor any machinery or equipment or any Conduits at or serving the Premises.
9. No blinds or curtains are to be fitted to the windows of the Premises without the previous written consent of the Landlord as to colour and type.
10. Not to cause any nuisance or otherwise upon the Landlord's Neighbouring Property in any way whatsoever.

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