

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <i>a) The territory of incorporation</i> <i>b) The overseas company's registered office in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2014, the Act 2022. If the Landlord is an 'overseas entity ID number'</i> <i>c) Where the entity is not registered in the Companies House register, the place of business and the registered number in the Companies House register</i> <i>Further details on overseas entities can be found in practice guide</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is registered</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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

LR5. Prescribed statements etc

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

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

statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant 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 Landlord and Tenant 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 relevant paragraph of a schedule which contains the provisions

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 affecting the lease by the Landlord or other than the Property

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

None

LR11. Easements

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

None

LR13. Application for restriction

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

N/A

<p>apply for each of them, tell us who they are, and the title against which title and set out the restriction you are applying.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</p>	
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statement.</i></p>	<p>... is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>... is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</p> <p>... is more than one person. They are to hold the Property on trust <<Complete as appropriate>>]</p>

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

<p>‘Act of Insolvency’</p>	<p>means:</p> <ul style="list-style-type: none">(a) the filing of a notice of intention to create a charge or arrangement for the benefit of any guarantor;(b) the filing of a notice of intention for an administration order or the making of an application in relation to the Tenant or any guarantor;(c) the filing of a notice of intention to appoint an administrator, or the filing of prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;(d) the receiver or manager or an administrative receiver taking control of the property or income of the Tenant or any guarantor;(e) the filing of a notice of intention to voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies.
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	S A M P L	<p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>removal of the Tenant or any guarantor from the Register of Companies on the making of an application for the Tenant or any guarantor to be struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or</p> <p>the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.</p> <p>The above 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 modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>The above includes any analogous proceedings or events that may be provided for by the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
‘Annual Rent’		rent>> per year exclusive of VAT;
‘Conduits’		for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, gas, water, communications and similar supplies or utilities;
‘Energy Performance Certificate’		given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;
‘Environmental Performance’		<p>the following:</p> <p>generation of energy and associated generation of greenhouse gas emissions;</p> <p>consumption of water;</p> <p>pollution and management; and</p> <p>any other environmental impact arising from the use or operation of the building.</p>
‘Insurance Rent’		the Landlord of:

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	<p>premises insured in accordance with the Landlord's Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>losses of the Premises for insurance purposes from any excess or deductible under any insurance policy 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 destruction by an Insured Risk to the Premises because of neglect or failure to act; and</p> <p>any increased premiums that the insurers may require in connection with carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the Premises;</p>
'Insured Risks'	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, impact by any articles dropped from them, impact by vehicles, vibration, commotion and malicious damage to the extent, in so far as such insurance is generally available on normal commercial terms in the market at the time the insurance is taken out, and against which the Landlord reasonably insures from time to time, subject to any excesses, limitations and exclusions contained 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>the person entitled to the immediate reversion to this Lease;</p>
'Landlord's Neighbouring Property'	<p>buildings owned by the Landlord near to the Premises;</p>
'Permitted Use'	<p>means use as a restaurant within use class E(b) of the Town and Country Planning (Use Classes) Order 1987]</p> <p>means use as a restaurant within use class A3 of the Town and Country Planning (Use Classes) Order 1987];</p>

‘Premises’	means	in paragraph LR4 at the beginning of this
‘Rent’	means	at by this Lease;
‘Rent Commencement Date’	means	first to be paid>>;
‘Rent Days’	means	September and 25 December] in each
‘Surveyor’	means	ect from time to time appointed by the
‘Tenant’	include	assigns;
‘Term’	means	paragraph LR6 at the beginning of this
‘Title Matters’	means	out in the following documents: <<insert
‘VAT’	means	by the Value Added Tax Act 1994 (and

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing” or “written” shall include any form of electronic communication but not email;
 - 1.2.2 a “working day” shall mean any day other than a Saturday, Sunday or a bank holiday in England and Wales;
 - 1.2.3 a statute or statutory provision shall mean the statute or provision in force at the relevant time;
 - 1.2.4 “this Agreement” or “this Schedule” shall mean this Agreement and each of the Schedules hereto as amended at the relevant time;
 - 1.2.5 a Schedule shall mean a Schedule to this Agreement; and
 - 1.2.6 a clause or paragraph shall mean a clause or paragraph of this Agreement (other than the Schedules) or a clause or paragraph of the relevant Schedule.
- 1.3 In this Agreement:
- 1.3.1 any reference to a person shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.3.2 words importing the singular shall also include the plural and vice versa;

1.3.3. The Lease shall not include any other gender;

1.3.4. The Lease shall not include any sooner determination of termination by effluxion of time;

1.3.5. The Lease shall not include any obligation of the Tenant not to do an act or thing includes an obligation not to suffer such act or thing to be done;

1.3.6. The Lease shall not include any obligation of the Tenant include the act, omission or neglect or default of the Tenant include the act, omission or neglect or default of any occupier of the Premises and their respective agents;

1.3.7. The Lease shall not form part of this Lease and are not to be construed by any construction or interpretation; and

1.3.8. The Lease shall not include any document supplemental or additional to the Lease entered into pursuant to its terms.

The Lease shall not be subject to any conditions, warranties, covenants or obligations for convenience only and shall not affect the operation of the Lease.

2.1 The [redacted] premises to the Tenant for the Term together with
 (insofar as they may be capable of being granted) the rights set out in the First
 Schedule, subject to the provisions of the Second Schedule, reserving for the benefit of the Landlord's
 Neighbouring Premises the rights set out in the Second Schedule, and subject
 to the [redacted]

2.2.1 Equal payments in advance by bankers' standing order (or by cash if the Landlord so requires) on the Rent Days, to be made on the date of this Lease for the period commencing on the Commencement Date and ending on the day of termination;

2.2.2 To time the Insurance Rent;

2.2.3 From the Tenant to the Landlord under this Lease;

2.2.4 For this Lease.

3.1 The Tenant shall pay the Rent to the Landlord:

3.1.1 in equal instalments of <<rent per annum>> times and in the manner stated without any legal set-off or counterclaim unless required by law.

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

3.1.3 The Tenant shall indemnify the Landlord against all existing and future rates, taxes, and financial impositions charged on the premises (including VAT) on the Rent payable; and

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from the Landlord's dealing with its own interests.

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).

relief because it has been allowed during the make good that loss to the Landlord on demand.

in good and substantial repair and condition and not where damage results from any of the risks the Landlord has insured under Clause 4.1.2 unless insurance money is refused by reason of any act, the Tenant).

all floor coverings in the Premises as often as and, in the final three months of the Term, renew with floor coverings of a colour and quality first [ord.]

de and the inside of the Premises as often as is and also in the last three months before the end changes in the external colour scheme must first be ord. All decoration must be carried out in a good ing good quality materials that are appropriate to de all appropriate preparatory work.

the Premises which are not built upon clean and ruction.

:

remises to the Landlord in the repair and condition s Lease;

so requires, to remove all items the Tenant has emises, remove any alterations the Tenant has emises and make good any damage caused to y that removal;

the Tenant's possessions from the Premises; and

to the Landlord all documents held by the Tenant th and safety matters including (but not limited to) ety assessments, asbestos surveys and reports, sments and reports, and certificates relating to as systems.

the Term, any of the Tenant's possessions remain the Tenant fails to remove them within <<e.g. 7 uested in writing by the Landlord to do so:

may as the agent of the Tenant sell the

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

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

3.1.1

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

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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 not to comply with its obligations under this Lease, to remedy such failure in accordance with a period of two months from the date of the notice (if required); and

does not comply with clause 3.1.12 a), to permit the Tenant 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).

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is entitled to exercise any right to enter the Premises to inspect, survey, measure, photograph, or otherwise inspect, by its agents, 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

3.1.1

shall, 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 would be payable by the Landlord) in connection with or in consequence of

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of the tenant covenants of this Lease;

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

by the Tenant for consent under this Lease, if such 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

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

and service of a schedule of dilapidations served within six months after the end of the Term.

3.1.1

Premises for any illegal or immoral purpose;

the Premises as sleeping accommodation or for any other purpose;

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move any sign and make good any damage caused by the removal of the sign to the satisfaction of the Landlord.

3.1.2

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Obligations in respect of the Premises:

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

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

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

comply with any planning permissions relating to or affecting the Premises;

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comply with the Construction (Design and Management) Regulations 2015 and before commencing any works to make a change to the Premises under Regulation 4(8) to the effect that the Tenant is the only client for the purposes of the Regulations, to provide the Landlord a copy of the election and to fulfil the obligations of the client;

ensure the Premises are equipped with all fire prevention detection equipment which is required by law or by the insurers or is or is reasonably required by the Landlord and to maintain such equipment and allow the Landlord to inspect it from time to time;

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

obtain the prior written consent of the Landlord to apply for a Performance Certificate in respect of the Premises.

3.1.2

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consent to any rights or easements to be acquired over the Premises. Any such rights or easements may result in the acquisition of a right or easement:

over the Premises; and

which may help the Landlord in any way that the Landlord may require in the event that acquisition so long as the Landlord is to bear the Tenant's costs and it is not adverse to the Tenant's interests to do so.

3.1.2

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on:

the Premises on trust for another;

allowing another to occupy the whole or any part of the Premises;

allowing another to share the possession or occupation of the whole or any part of the Premises;

allowing another to underlet the whole or any part of the Premises;

allowing another to occupy 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 provides a guarantee of standing acceptable to the Landlord acting as a guarantor in respect of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

3.1.2 The assignee enters into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing for the 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 in 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 may at any time during the Term to enter the Premises for the purpose of showing a suitable part of the Premises a notice for re-letting to potential tenants and buyers to view the Premises (accompanied by the Landlord or its agents).

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The assignee shall not do anything which could invalidate any insurance policy or policies of the Landlord's insurers and shall not do anything which could increase any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2 The assignee shall be liable for the payment of all taxable supplies made to the Tenant in this Lease on the due date for making any payment or, where that supply is made for VAT purposes.

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The assignee shall be obliged, under or in connection with this Lease, to reimburse any other person any sum by way of a refund or amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or

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credit for such VAT under the Value Added Tax Act

emnify the Landlord against all actions, claims, third party, all costs, damages, expenses, charges third party and the Landlord's own liabilities, costs and in defending or settling any action, claim or any personal injury or death, damage to any ent of any right arising from:

condition of the Premises or the Tenant's use of

the Tenant's rights; or

t of any alterations.

n covered by the indemnity in clause 3.1.28, the

the Tenant of the claim as soon as reasonably r receiving notice of it;

enant with any information and assistance in claim that the Tenant may reasonably require, enant paying to the Landlord all costs incurred by providing that information or assistance; and

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

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

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

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

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

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

if any guarantor of the Tenant's obligations under solvent and if the Landlord so requires to procure cceptable to the Landlord enters into a deed of dlord in the same terms as the original guarantor.

4. Landlord's obligations

4.1 The Landlord shall be obliged to the Tenant:

4.1.1 The Landlord shall be obliged to ensure that the Tenant is not paying the rents and other sums due and obligations under this Lease, to permit the Tenant to use the Premises without any interruption by the person claiming under or in trust for the Landlord permitted by the Lease.

4.1.2 The Landlord shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

4.1.3 The Landlord shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

4.1.4 The Landlord shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

4.1.5 The Landlord shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

4.1.6 The Landlord shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

4.1.7 The Landlord shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

4.1.8 The Landlord shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

4.2 If, following the termination of this Lease, the Landlord is obliged to reconstruct the Premises, the Landlord considers it reasonable to reinstate the Premises, the Landlord may give notice to the Tenant. On giving notice this Lease shall terminate without prejudice to any right or remedy of the Landlord in respect of the breach of the tenant covenants of this Lease. Any claim for damages (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and conditions

5.1 The Tenant shall be obliged to:

5.1.1 The Tenant shall be obliged to ensure 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 Tenant shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

5.1.3 The Tenant shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

5.1.4 The Tenant shall be obliged to ensure that the Tenant is not paying (other than any plate glass at the Premises) the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any exclusions or limitations as the insurers may apply.

5.2 If the Premises are destroyed by any Insured Risk so as to be unfit for occupation, the insurance is not vitiated or payment of the insurance shall not be wholly or in part through any act, neglect or default of the Tenant.

- of the Premises or a fair proportion of it will cease to be payable from the date of the destruction for a period of three years or until the occupation or use by the Tenant, whichever is the shorter.
- 5.3 Nothing shall deprive the Tenant the right to enforce, or to prevent the enforcement of, any benefit of any covenants, rights or conditions to which the Premises are subject.
- 5.4 The Tenant acknowledges that a person who is not a party to this Lease has no right to enforce any provision of the Contracts (Rights of Third Parties) Act 1999 to the detriment of the Tenant.
- 5.5 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 statement made by or on behalf of the Landlord.
- 6. Notices**
- 6.1 Any notice or other communication in connection with this Lease must be in writing and must be sent by first class post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address if the recipient has specified as its address for service in writing the 'working days' notice under this clause 6.
- 6.2 A notice or other communication shall be deemed to have been served if it is served on:
- 6.2.1 a company or limited liability partnership registered in the United Kingdom at its registered office;
- 6.2.2 a person or incorporated in a country outside the United Kingdom who is served 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 any other party, at their last known address in the United Kingdom.
- 6.3 Any notice or other communication shall be deemed to have been served as served on the second working day after the date of posting by first class post or special delivery or at the time of delivery by first class post or special delivery or left at the recipient's address if delivered to or left at the recipient's address.
- 6.4 If a notice or other communication is served on a day that is not a working day or after 5:00PM on a working day, it shall be deemed to have been served 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 not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 7.2 If the Tenant is in breach of Clause 7, this will not affect the rights of any party arising from the provisions of this Lease.
- 7.3 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<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 not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 8.2 This clause shall not apply 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 shall not apply if the Tenant is a tenant under a lease which is personal to the Tenant named in paragraph 8.1 of this Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist.]
- 8.4 If the Tenant is in breach of Clause 8, this will not affect the rights of any party arising from the provisions of this Lease.
- 8.5 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]
9. **Exclusion of liability**
- 9.1 The Landlord shall not be liable before the grant of this Lease (or as the case may be, if the Tenant is contractually bound to enter into this Lease) the Landlord shall not be liable to give 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 liable if the Tenant (or a person on behalf of the Tenant) has made a declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of schedule 2 to the 2003 Order.
- 9.3 The Landlord shall not be liable if, where applicable, the person who made the declaration was made with the Tenant's authority.
- 9.4 The Landlord shall not be liable if the Tenant agrees pursuant to section 38A(1) of the Landlord and Tenant (Covenants) (England and Wales) Order 2003 sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) (England and Wales) Order 2003 in relation to the tenancy created by this Lease.
- 9.5 The Landlord shall not be liable if the Tenant confirm that there is no agreement to which the Tenant is a party.
- 9.6 [The Landlord shall not be liable if the Tenant before the grant of this Lease (or as the case may be, if the Tenant is contractually bound to enter into this Lease) the Landlord shall not be liable to give a notice in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.
- 9.7 The Landlord shall not be liable if they made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of schedule 2 to the 2003 Order.]

- 9.8 The [redacted] at, if applicable, the person who made the declaration on his behalf did so with the Guarantor's authority.]
10. **[Guarantor's Obligations]**
- 10.1 The Guarantor shall be bound to the Landlord that the Tenant will comply with all the obligations under this Lease. If the Tenant defaults, the Guarantor shall be bound to and comply with those obligations;
- 10.1.1 The Guarantor shall be bound to the Landlord as primary obligor, and separate to the obligations under 10.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant or the rents or comply with the Tenant's covenants and obligations in the supplemental documents to this Lease); and
- 10.1.2 The Guarantor shall be bound to the Landlord as primary obligor to indemnify the Landlord for all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company, partnership, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10.
- 10.2 If the Tenant, in the discretion of the Guarantor, notifies the Guarantor within three months of the disclaimer or forfeiture of this Lease or the Tenant's withdrawal of companies, the Guarantor must, within ten days of the disclaimer, forfeiture or striking-off had effect, pay to the Landlord the cost (including payment of the Landlord's costs) of the disclaimer, forfeiture or striking-off of the Premises:
- 10.2.1 The cost shall be the cost of the disclaimer, forfeiture or striking-off and taking effect on the date of the disclaimer, forfeiture or striking-off 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 effect;
- 10.2.2 The cost shall include the rent and other sums payable at the date of the disclaimer or which would be payable save for any disclaimer, forfeiture or striking-off;
- 10.2.3 The cost shall include the rent review date on the term commencement date if there is a rent review under this Lease that has not been reviewed at term commencement date that has not been reviewed with the rent being reviewed as at the date of the disclaimer, forfeiture or striking-off (review);
- 10.2.4 The cost shall include the rent review dates on each Rent Review Date under this Lease that falls on or after the term commencement date of the disclaimer, forfeiture or striking-off and
- 10.2.5 The cost shall include the same terms and conditions as this Lease; or
- 10.2.6 The cost shall include the arrears of the rents, any outgoings and all other sums due under this Lease plus the amount equivalent to the total of the arrears of all other sums due under this Lease that would be payable in the period of 6 months following the disclaimer, forfeiture or striking-off;
- 10.3 If the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

- 10.4 If clause 10.3 is not complied with, on receipt of the payment in full, the Landlord must release the Tenant from its future obligations under this clause 10 (but that release shall not constitute an admission of liability in relation to any prior breaches).
- 10.5 The Tenant's obligations under this clause 10 shall not be reduced or discharged by:
- a) any failure by the Landlord to enforce in full, or any delay in enforcement of, or any concession allowed to the Tenant or any other person;
 - b) any failure by the Landlord to exercise any right or remedy against the Tenant for any breach of its obligations due under this Lease or observe the Tenant's obligations under this Lease;
 - c) any failure by the Landlord to accept any rent or other payment due from the Tenant;
 - d) any partial surrender of the Lease (except that a surrender of part will end the Tenant's liability in respect of the surrendered part);
 - e) any counterclaim that the Tenant or the Guarantor may bring;
 - f) any disability or change in the constitution or status of the Landlord or of any other person who is liable, or of the Tenant or the Guarantor;
 - g) any merger by any party with any other person, any acquisition of the whole or any part of the assets or liability by any other person;
 - h) any intervention in relation to the Guarantor of an Act of God or any other event beyond the control of the Guarantor;
 - i) any release by the Landlord by deed.
- 10.6 The Tenant shall not be in competition with the Landlord in the insolvency of the Landlord or the Guarantor or make any security, indemnity or guarantee from the Tenant or the Guarantor in respect of the Tenant's obligations under this Lease.
- 10.7 The Tenant 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 Tenant is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
 - c) if the Landlord releases the Guarantor in accordance with clause 10.5.
11. **Applicable Law and Jurisdiction**
- 11.1 This Lease and the contractual obligations arising out of or in connection with it shall be governed by the law of England and Wales.
- 11.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to hear any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 11.3 Any party may apply to the courts of England and Wales for an order of the courts of England and Wales in relation to this Lease, including in relation to any non-contractual obligations, and the courts of England and Wales shall have jurisdiction to grant such an order.

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director _____

Director/Secretary _____

OR (alternative completion 1)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion 2)

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 for an individual)

Signed as a deed by <<Tenant's Name>>

Signature: _____

in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause by an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

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1. The right to use the public mains for the supply of water, gas, oil, telephonic or television supplies or utilities;
2. The right to use the Premises by the Landlord;
3. [The right in and to the Premises of the Landlord to:
 - a) use for the Premises Landlord attached to the Premises;
 - b) use for the Premises with the Premises Property;
 - c) <<insert the rights to be granted to the Tenant>>.]
4. [Except as mentioned in the neighbouring Premises *Wheeldon v*...

Rights Granted to the Tenant

Conduits connecting the Premises to the public mains for the supply of water, air, foul and surface water drainage, electricity, gas, oil, telephonic or television supplies, internet, data communications and similar utilities to the Premises.

The Premises from any adjoining premises owned by the Landlord;

Land and all others authorised by the Landlord to:

gaining access on foot only to and egress from the Premises by way of the courtyards and emergency escapes within the Premises [which are shown edged green on the plan attached to this Lease];

gaining access to and egress from the Premises by way of the estate roads within the Landlord's Neighbouring Premises [which are shown edged blue on the plan attached to this Lease];

rights to be granted to the Tenant>>.]

Grant of this Lease does not include any right over the Premises by virtue of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v*...

Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, remove, or otherwise use, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and to install, maintain, repair, replace, alter, remove, or otherwise use, any such services, in, on, over, under, or adjacent to the Premises, including but not limited to, conduits, ducts, pipes, cables, and other infrastructure, and to install, maintain, repair, replace, alter, remove, or otherwise use, any such services, in, on, over, under, or adjacent to the Premises, including but not limited to, conduits, ducts, pipes, cables, and other infrastructure, and to install, maintain, repair, replace, alter, remove, or otherwise use, any such services, in, on, over, under, or adjacent to the Premises, including but not limited to, conduits, ducts, pipes, cables, and other infrastructure.
2. The right to:
 - a) review, inspect, test, measure, monitor, or otherwise assess the Environmental Performance of the Premises including to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - b) estimate, assess, or otherwise determine the rebuilding cost of the Premises for insurance or any other purpose.
3. If the relevant works are reasonably necessary, the right to enter the Premises, and to carry out the works, lawfully and lawfully carried out without entry onto the Premises, including but not limited to:
 - a) building, erecting, installing, maintaining, repairing, replacing, altering, removing, or otherwise using, any structure, or party walls on or adjacent to the Premises; and
 - b) inspecting, testing, measuring, monitoring, or otherwise assessing, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
4. [Where the Tenant consents (in its sole discretion) consents, the right to enter the Premises to carry out the works, lawfully and lawfully carried out without entry onto the Premises, including but not limited to:
 - a) building, erecting, installing, maintaining, repairing, replacing, altering, removing, or otherwise using, any structure, or party walls on or adjacent to the Premises; and
 - b) inspecting, testing, measuring, monitoring, or otherwise assessing, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
5. The right to enter the Premises, and to carry out the works, lawfully and lawfully carried out without entry onto the Premises, including but not limited to:
 - a) give notice of the works, lawfully and lawfully carried out without entry onto the Premises, including but not limited to:
 - a) building, erecting, installing, maintaining, repairing, replacing, altering, removing, or otherwise using, any structure, or party walls on or adjacent to the Premises; and
 - b) inspecting, testing, measuring, monitoring, or otherwise assessing, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - b) observe, inspect, test, measure, monitor, or otherwise assess the Environmental Performance of the Premises including to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - c) observe, inspect, test, measure, monitor, or otherwise assess the Environmental Performance of the Premises including to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - d) cause, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - e) cause, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - f) repair, maintain, or otherwise use, any equipment within or relating to the Premises and to pre-
 - g) when, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - h) remain, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-
 - i) when, or to install, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to pre-

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| 6. | The right to use the roof of the Premises for equipment on the roof of the Premises and a right of access to the roof as the Landlord may require.] |
| 7. | The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (or to permit others to do so) as the Landlord in its absolute discretion considers appropriate, provided that these works do not interfere with the flow of light and air to the Premises and that the Tenant in connection with those works to underpin and shore up the Premises shall: |
| a) | giving notice of the works to be carried out; |
| b) | consent to the management of potential interference; |
| c) | taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises; |
| d) | taking steps to ensure that the works comply with all relevant standards of construction and workmanship; |
| e) | taking steps to ensure that the works do not produce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions for limiting such interference; |
| f) | making good any damage to the Premises or its contents. |
| 8. | The right, with the consent of the Landlord, to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the works permitted under this Lease provided that: |
| a) | any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good; |
| b) | the scaffolding is removed as soon as is reasonably practicable to the extent that it causes obstruction to the entrance to the Premises; |
| c) | the scaffolding is not used for displaying advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises and are obscured by the scaffolding) unless the Tenant has obtained the prior written consent of the Landlord; |
| d) | if the scaffolding obstructs or interferes with the signage of the Premises, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public. |
| 9. | The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever on the Tenant. |
| 10. | The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever on the Tenant. |
| 11. | All rights of the Tenant in the Premises that now exist or that might (but for this reservation) exist in the future. |

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Rule – Regulations

1. Not without the written consent to keep any inflammable, volatile, or dangerous or explosive materials on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all the necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements of the Building Regulations.
3. To maintain the Premises in good repair and avoid all health hazards in parts of the Premises used for the preparation, display, service and consumption of food.
4. To obtain, maintain and renew any licence or registration which is required in connection with the business (including any licence under the Licensing Act 2003) and to comply with the conditions of the licence or registration and all laws and regulations relating to the business.
5. When requested to provide a copy of any document relating to the business (including any document of Asbestos Regulations 2012 at the Premises).
6. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
7. No vehicles or goods to be allowed to remain in any service area within the Premises for more than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain on the Premises overnight.
8. No mat, brush or other material to be thrown out of the Premises.
9. Not to place or deposit any refuse or waste or refuse in the bins but to dispose of the same in accordance with the bye-laws and in consultation with the Local Authority.
10. Not to overload the Premises with any machinery or equipment at any time when the Premises are being used for the purpose of serving the Premises.
11. No blind shopfront or other external display to be erected without the previous written consent of the Landlord and type.
12. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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