

# STAMP

<b>LR1. Date of lease</b>	ate in full>>	
<b>LR2. Title number(s)</b>		<b>Landlord's title number(s)</b> <i>er(s) out of which this lease is granted. ok if not registered.</i> Landlord's title number(s)>>  <b>Other title numbers</b> <i>le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made.</i> Other title number(s)>>
<b>LR3. Parties to this lease</b>  <i>Give full names, addresses and registered number, if any, of e parties. For Scottish companies prefix and for limited liability part an OC prefix. For foreign com territory in which incorporated.</i>		ame of Landlord>> Address of Landlord>> Company number>>  ame of Tenant>> Address of Tenant>> Company number>>  <b>(if any)</b> ame of Guarantor>> Address of Guarantor>> Company number>>  <b>Parties</b> <i>Capacity of each party, for example ent company", "guarantor", etc.</i> ame of other party>> Address of other party>> Company number>>
<b>LR4. Property</b>  <i>Insert a full description of the leased or Refer to the clause, schedule or p a schedule in this lease in whi being leased is more fully</i>  <i>Where there is a letting of part of title, a plan must be attached to th any floor levels must be specified.</i>		<b>Resolution of a conflict between this clause remainder of this lease then, for the of registration, this clause shall</b>  Property [shown edged red on the plan to this lease and] known as <<Insert of Property>> which is on the <<Insert er(s)>> floor of the Building (as defined .1)

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**LR5. Prescribed statements etc.**

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

*In LR5.2, omit or delete those Act provisions 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 to be let**

*Include only the appropriate statement(s) (if more than one is completed) from the three options below.*

*NOTE: The information you provide 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.

**LR9. Rights of acquisition etc.**

*Insert the relevant provisions of the lease, clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.*

tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the Property.

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tenant's covenant to (or offer to) this lease

landlord's contractual rights to acquire

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**LR10. Restrictive covenants given in this lease by the Landlord in respect of the Property other than the Property**

*Insert the relevant provisions or refer to the clause, schedule or paragraph of this lease in this lease which contains the provisions.*

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**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

easements granted by this lease for the benefit of the Property

easements granted or reserved by this lease for the benefit of the Property for the benefit of other

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**LR12. Estate rentcharge burdened on the Property**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.*

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**LR13. Application for standard form of restriction**

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you should include a clause to apply for each of them, and refer to the title against which it is applying against which title and the full text of the restriction you are applying for.*

*Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.*

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

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

*If the Tenant is more than one person, complete this clause by omitting or adding the applicable alternative statement.*

... is more than one person. They are to hold the Property on trust for themselves as joint tenants.

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

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

**1. Definitions and Interpretation**

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

... text otherwise requires, the following

**'Accounting Date'** means the date in each year (to be notified to the Tenant by the Landlord) on which the service charge year ends e.g. 31 December.

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

**'Act of Insolvency'** means:

(a) the making of a voluntary arrangement or a compromise or arrangement for the benefit of any creditor of the Tenant or any guarantor;

... in connection with any voluntary arrangement or compromise or arrangement for the benefit of any creditor of the Tenant or any guarantor;

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

... on for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

(c) the making of an application to appoint an administrator, or the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

... intention to appoint an administrator, or the making of an application to appoint an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

(d) the receipt of a notice of assignment of the Property or income of the Tenant or any guarantor;

... receiver or manager or an administrative receiver in relation to the Property or income of the Tenant or any guarantor;

(e) the making of a 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);

... 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);

(f) the making of a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

... winding-up order or a winding-up order in relation to the Tenant or any guarantor;

(g) the removal of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be removed from the Register of Companies;

... of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be removed from the Register of Companies;

guarantor

(h) the guarantor otherwise ceasing to exist (but excluding the death of the guarantor or any guarantor dies); or

(i) the guarantor being subject to a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order in respect of the Tenant or any guarantor.

The parties shall be bound by the provisions of the Partnership Act 1890 and the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended) in relation to a partnership or limited liability partnership (as defined in the Limited Liability Partnerships Act 2012) subject to the modifications referred to in the Schedule to the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended). Analogous proceedings or events that may be treated as such under the legislation of another jurisdiction in relation to a guarantor incorporated or domiciled in such relevant jurisdiction shall also be treated as such.

**‘Annual Rent’**

means the rent payable by the Tenant to the Landlord, exclusive of VAT;

**‘Building’**

means the building known as <<address of building>> with title number <<title number>> including all additions and improvements to the building;

**‘Common Parts’**

means the corridors, stairs, lifts, halls, passageways, fire escapes, staircases, and other areas which are shown edged yellow on the plan attached to the Lease and any other areas in the Building which are provided for the use of the tenants and occupiers of the Building;

**‘Conduits’**

means the pipes, ducts, conduits, cables, or other surface or underground means for the transmission of water, gas, air, foul and electricity, oil, telephone, heating, data communications and similar supplies or utilities;

**‘Energy Performance Certificate’**

has the meaning given in the Energy Performance of Buildings Regulations 2012;

**‘Environmental Performance’**

means the energy and associated generation of greenhouse gas emissions from the building, and the management; and the impact arising from the use or operation of the building;

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**‘Financial Year’**

means the first period of 12 months of the Term

consecutive Accounting Dates (including the first Accounting Date) or at the end of the Term means the last Accounting Date and ending at the end of the Term

**‘Initial Service Charge’**

means the service charge

service charge>> per year;

**‘Insurance Rent’**

means the sum of:

of:

- (a) keeping the Premises in accordance with the Landlord’s obligations;
- (b) insuring the Premises for Insurance Rent;
- (c) insuring the Premises for third party liability; and
- (d) obtaining insurance for the Premises for insurance purposes from time to time and:

- deductible under any insurance policy and the amount which the Tenant will incur in reinstating the Premises damaged by an Insured Risk;
- that the insurers refuse to pay following an Insured Risk to the Premises because the insurers refuse to act; and
- premiums that the insurers may require as a condition of issue or retention of any permitted use of the Premises for any lawful occupier’s use of the Premises;

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**‘Insured Risks’**

means the following risks: storm, flood, overflow, aerial damage, terrorism, and each of them on the terms in force at the time the insurance is taken out, and any other risks which the Landlord reasonably insures from time to time to the extent of any exclusions;

(subterranean fire), lightning, explosion, landslide, heave, earthquake, burst or rupture of water pipes or apparatus, impact by aircraft or other objects falling from or dropped from them, impact by vehicles, and malicious damage to the extent, in each case, generally available on normal commercial policies of insurance at the time the insurance is taken out, and any other risks which the Landlord reasonably insures from time to time to the extent of any exclusions, subject to any excesses, limitations and exclusions;

**‘Interest’**

means the rate of interest on outstanding payments e.g. two per cent over the base rate of Barclays Bank plc (or that bank ceases to exist) a reasonable rate determined by the Landlord to the Tenant;

rate of interest on outstanding payments e.g. two per cent over the base rate of Barclays Bank plc (or that bank ceases to exist) a reasonable rate determined by the Landlord to the Tenant;

**‘Interim Sum’**

means the relevant interim sum based on the Service Charge for the relevant period;

an account of the Service Charge for the relevant period as determined by the Surveyor (acting as an expert) of the likely amount of the Service Charge for the relevant period in question;

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**‘Landlord’** includes the immediate reversion to this Lease;

**‘Landlord’s Neighbouring Property’** means the property owned or controlled by the Landlord near to the Premises;

**‘Letting Unit’** means a room or other unit of accommodation in the Building or other unit of accommodation provided for a porter or caretaker, which is not exclusively occupied (or intended for occupation) otherwise than solely in connection with the management or the provision of services to the Building;

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**‘Permitted Use’** [ENGLAND] means the use of the Premises as a retail shop within use class E(a) of the Town and Country Planning (Use Classes) Order 1987]

OR

[WALES] means the use of the Premises as a retail shop within use class A1 of the Town and Country Planning (Use Classes) Order 1987];

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**‘Premises’** means the Premises specified in paragraph LR4 at the beginning of this Lease including:

(a) the external walls, roof, other surface finishes and internal partitions, including the floor, walls and ceiling, bounding the Premises and all fixtures and fittings attached to or forming part of the Premises;

(b) external walls, windows including the glass, the frames and doors;

(c) the internal walls and partitions lying within the Premises;

(d) the ceiling, including the ceiling tiles and the other surface finishes of the Premises, together with the joists or other structures to which the ceiling is attached, including for the avoidance of doubt the ceiling tiles and the other surface finishes of the Premises;

(e) the upper surfaces of the floors down to the upper surfaces to which the floors are fixed;

(f) any fixtures and fittings attached to the Premises including the guard rails of any balconies;

(g) all other fixtures and fittings attached to the Premises exclusively;

(h) all gas, electricity, water and sanitary apparatus, including pipes, ducts, conduits and cables (whether above or below ground) and all other fixtures and fittings (other than tenant’s fixtures and fittings) not forming part of the Premises but the use of which is necessary for the Premises;

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(a) any fixtures and fittings attached to the Premises other than any matters expressly included in paragraph LR4 at the beginning of this Lease, including the upper surfaces of the joists or other structures to which the ceiling is attached, including for the avoidance of doubt the ceiling tiles and the other surface finishes of the Premises;

(b) any fixtures and fittings attached to the Premises other than any matters expressly included in paragraph LR4 at the beginning of this Lease, including the joists and other load bearing parts of the Premises, including the internal or structural walls or load bearing

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columns, stairs, etc. except those surface finishes and coverings expressly included above;  
(c) any other works or alterations which do not serve the Premises  
exclusive of the Premises.

**'Rent'** means the sum payable by this Lease;

**'Rent Commencement Date'** means the date first to be paid>>;

**'Rent Days'** means the days [September and 25 December] in each year;

**'Retained Property'** means the property which are not Letting Units including (but not limited to):

- (a) the common parts of the Building;
- (b) all parts of the Building except any that exclusively serve a Letting Unit;
- (c) the walls, foundations and roofs which are not Letting Units and would not be included in the other Letting Units if they were let on the same basis as the other Letting Units.

**'Service Charge'** means the amount payable on a floor area basis or any other method (from time to time) **OR** [<<proportion of service charge>>%] of the Service Cost;

**'Service Cost'** means the amount incurred by the Landlord in providing the Service Charge, including the cost of keeping accounts of service costs, preparing and retaining service charge statements and retaining accounts;

**'Services'** means the services provided by the Landlord as set out in Clause 4.3;

**'Surveyor'** means the person or persons from time to time appointed by the Landlord;

**'Tenant'** includes any person who assigns;

**'Term'** means the term of the Lease; paragraph LR6 at the beginning of this Lease;

**'Title Matters'** means the matters set out in the following documents: <<insert list of documents relating to the Landlord's title to the Premises>>;

**'VAT'** means the Value Added Tax Act 1994 (and any amendments) and references to rent or other monies payable are to be construed exclusive of any VAT charged or



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- 1.2 Unless the context requires otherwise, each reference in this Agreement to:
- 1.2.1 "writing" means writing but not email;
  - 1.2.2 a "working day" means any day other than a Saturday, Sunday or public holiday in England and Wales;
  - 1.2.3 a statute or statutory provision is a reference to that statute or provision as amended at the relevant time;
  - 1.2.4 "this Agreement" and "the Schedules" mean this Agreement and each of the Schedules mentioned at the relevant time;
  - 1.2.5 a Schedule means a Schedule to this Agreement; and
  - 1.2.6 a clause or paragraph means a reference to a clause of this Agreement or a paragraph of the relevant Schedule.
- 1.3 In this Agreement:
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body, or not having separate legal personality;
  - 1.3.2 words importing the singular shall also include the plural and vice versa;
  - 1.3.3 words importing the masculine gender shall include any other gender;
  - 1.3.4 reference to a period of time shall include any sooner determination of that period of time;
  - 1.3.5 any covenant or obligation to do an act or thing includes an obligation to cause such act or thing to be done;
  - 1.3.6 reference to the acts, omissions, neglect or default of the Tenant include the act, omission, neglect or default of the Tenant, its servants and agents;
  - 1.3.7 the clauses of this Lease and the Schedules shall be taken into account in their construction or interpretation; and
  - 1.3.8 reference to a document shall include any document supplemental or collateral to its terms.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

## 2. Demise and Rent

- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to the same) the rights set out in the First Schedule, except insofar as they are reserved for the benefit of the Landlord's

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Neighbouring Property and Property the rights set out in the Second Schedule and the above matters.

2.2 The Tenant must

2.2.1 the Annual Rent in advance by bankers' standing order (or by any other method which the Landlord so requires) on the Rent Days, the first of which shall be the date of this Lease for the period beginning on the Commencement Date and ending on the day before the next Rent Day;

2.2.2 on demand the Insurance Rent;

2.2.3 the Service Charges on account of it (payable as provided in clause 4.2);

2.2.4 any other sums payable by the Tenant to the Landlord under this Lease; and

2.2.5 any VAT payable by the Tenant.

**3. Tenant's Covenants**

3.1 The Tenant covenants

3.1.1 To pay the Rent in the manner stated without any set-off or counterclaim unless required by law.

3.1.2 If any sum payable by the Tenant is unpaid for more than <<maximum number of days to be in arrears e.g. 7 days>> (whether or not the Landlord has formally demanded payment) and the Landlord refuses to accept rent so payable, the Tenant must on demand pay interest (on the amount in arrears) calculated on a daily basis on the amount in arrears from the due date until the date on which payment is made.

3.1.3 To pay or discharge all rates, taxes, duties, levies, charges and financial impositions charged on the Premises.

a) tax (including stamp duty) payable; and

b) any other sums payable by the Tenant in connection with the Landlord's dealing with its own interests.

3.1.4 To pay or discharge all charges incurred relating to the Premises (including but not limited to surface water drainage, electricity, oil, gas, water, telephone, telegraph, post, communications, internet, data, and any other services, supplies or utilities supplied to the Premises (including but not limited to charges and meter rents).

3.1.5 If the Landlord so requires, to indemnify the Landlord because it has been allowed during the Term and to reimburse the Landlord on demand for any loss suffered by the Landlord on account of the Tenant's breach of any of the above covenants.

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- 3.1.6 To keep clean and in good substantial repair and condition and to ensure that any damage results from any of the risks insured under Clause 4.1.2 unless the money is refused by reason of any act, neglect or default of the Tenant).
- 3.1.7 [To clean and polish coverings in the Premises as often as may be required in the final three months of the Term, and to renew or replace coverings of a colour and quality approved by the Landlord.]
- 3.1.8 To decorate the outside (if any) and the inside of the Premises as often as may be required and also in the last three months of the Term, and to make any changes in the external colour of the Premises by the Landlord. All decoration must be carried out in a proper manner using good quality materials and to include all appropriate preparatory work.
- 3.1.9 To keep the Premises which are not built upon clean and tidy and to ensure that they are in good repair and condition.
- 3.1.10 At the end of the Term, the Tenant shall:
- a) to repair the Premises to the Landlord in the repair and condition required by Clause 3.1.6;
  - b) if there are any fixtures or fittings fixed to or attached to the Premises, to remove all items the Tenant has fixed to or attached to the Premises and to make good any damage caused to the Premises by the Tenant;
  - c) to remove all the Tenant's possessions from the Premises; and
  - d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations.
- 3.1.11 If, following the end of the Term, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:
- a) the Landlord may sell the possessions; and
  - b) the Landlord shall be discharged from any liability to the Tenant or any party whose possessions have been sold by the Landlord in mistaken belief that the possessions belong to the Tenant;
  - c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.

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- 3.1.12 To permit the Landlord, at reasonable times on reasonable prior notice (either written or oral), to enter and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or leaves a copy of any repairs or maintenance which the Tenant is obliged to carry out or of any other failure by the Tenant to fulfil its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.12 b) within a period of two months from the date of the notice) written or oral notice in writing and
  - b) if the Landlord or Surveyor gives to the Tenant (or leaves a copy of any repairs or maintenance which the Tenant is obliged to carry out or of any other failure by the Tenant to fulfil its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.12 a), to permit the Tenant to enter the Premises and carry out the works at the Tenant's expense (to be paid by the Tenant on demand (including any interest or other debt) the proper expenses of such works, Surveyor's and other fees).
- 3.1.13 To allow the Landlord to exercise any right to enter the Premises to do so as may be necessary to employ contractors, agents and professional advisors, to carry out repairs, alterations or improvements (whether or not deemed to be necessary) and, except in the case of an emergency, to give reasonable notice (which need not be in writing) to the Tenant.
- 3.1.14 To pay to the Landlord, and on an indemnity basis all costs, charges, expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (which should be payable by the Landlord) in connection with the performance of:
- a) the enforcement of the covenants of this Lease;
  - b) any obligations in this Lease, including the obligations to give notice under section 146 of the Law of Property Act 1925;
  - c) any obligations of the Tenant for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused where the Landlord is required to act in a particular way and the Landlord unreasonably refuses to give consent;
  - d) [carrying out works to improve the Premises to improve their appearance, including works where the Tenant in its absolute discretion may consider it desirable for the Landlord doing so;] and
  - e) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.
- 3.1.15 With regard to the use of the Premises:
- a) not to use the Premises for any illegal or immoral purpose;
  - b) not to use the Premises as sleeping accommodation or for residential purposes.

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- c) not to use the Premises any offensive, noisy or dangerous, or for any business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of 9.00am to 5.00pm on Mondays to Fridays (and not on bank holidays)]
- 3.1.16 With regard to the Premises:
- a) not to use the Premises in any adjoining premises;
- b) not to make any structural alterations to the Premises;
- c) [not to make any alterations to the Premises which would, or may have an adverse effect on the asset value of the Premises or the Performance Certificate commissioned in respect of the Building;] and
- d) [save as may be expressly permitted in clause 3.1.17 below,] not to make any internal or external alterations or additions of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be withheld or delayed).
- 3.1.17 [The Tenant shall not, without the prior written consent of the Landlord, erect, alter or remove any partitioning, walling or other structure which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation, heating, cooling, lighting or other services of the Building or have an adverse impact on the Environment or the health and safety of the Premises or the Building and its fixture subject to the Tenant:
- a) giving the Landlord <<notice period given to carry out such works>> notice in writing before carrying out any such works;
- b) carrying out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required;
- c) reinsuring the Premises in their former state and condition on or before the completion of the works if the Landlord by notice in writing requires the Tenant to do so; and
- d) informing the Landlord of the cost of any alterations or additions carried out and of the cost of any works carried out, except any which are trade or tenant's fixtures, and ensuring that the works are carried out in a good and workmanlike manner and so that the Landlord will not be required to effect any necessary increase in the amount of insurance cover for the Premises are insured unless the Tenant has agreed otherwise in writing.]
- 3.1.18 In all cases where the Tenant is required to obtain a Construction (Design and Management) Regulations 2015 approval for any works carried out to the Premises (whether or not such approval is required for them under this Lease), the Tenant shall be required to provide the Landlord with a copy of the Construction (Design and Management) Regulations 2015 health and safety file upon completion of the works.

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3.1.19 Not to ex... ce or advertisement on the outside of  
the Prem... le outside the Premises other than a  
sign show... name in the position specified by the  
Landlord... Building and on the entrance door to  
the Prem... n being of a size, design, layout and  
material... rd and at the end of the Term to  
remove... good any damage caused to the  
reasonab... rd.

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3.1.20 With rega... respect of the Premises:

a) to co... ng to the Premises or to the Tenant's  
use... emises;

b) withi... by the Tenant of any notice or other  
com... e Premises to send a copy to the  
Land... o take all necessary steps to comply  
with... munication and take any other action  
in c... e Landlord acting reasonably may  
requ...

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c) not... rmission in relation to the Premises  
witho... ent of the Landlord;

d) to co... y permissions relating to or affecting  
the P...

e) to c... ruction (Design and Management)  
Reg... e commencing any works to make a  
writte... tion 4(8) to the effect that the Tenant  
is th... poses of the Regulations, to give the  
Land... on and to fulfil the obligations of the  
clien...

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f) to ke... ped with all fire prevention detection  
and... is required by law or by the insurers  
of th... ly required by the Landlord and to  
main... allow the Landlord to inspect it from  
time...

g) to n... bly of any defect or disrepair in the  
Prem... e Landlord liable under any law or  
unde...

h) not v... onsent of the Landlord to apply for an  
Ene... ate in respect of the Premises.

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3.1.21 Not to... sements to be acquired over the  
Premises... ay result in the acquisition of a right or  
easeme...

a) the T... ndlord; and

b) the T... ndlord in any way that the Landlord  
requ... isition so long as the Landlord meets

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the Tenant's business not adverse to the Tenant's business  
interference

3.1.22 With regard to

- a) not to act as a trustee for another;
- b) not to occupy the whole or any part of the Premises;
- c) not to have possession or occupation of the whole or any part of the Premises;
- d) not to assign the whole or any part of the Premises;
- e) not to sublet the Premises; and
- f) not to assign the Premises as a whole without the prior written consent of the Landlord provided that the Landlord may as a condition of consent require compliance with the conditions in clause 3.1.23.

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3.1.23 The conditions of the Premises

- a) that the assignee is someone who, immediately before the proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;
- b) that the assignee has entered into an agreement guaranteeing that the assignee will comply with the tenant's covenants in this Lease (an "Authorised Guarantor Agreement") in such form as the Landlord may require;
- c) that the assignee is, in the Landlord's reasonable opinion of sufficient financial standing to enable it to comply with the conditions contained in this Lease;
- d) that the assignee has provided acceptable to the Landlord acting as guarantor a guarantee and indemnity of the Tenant's obligations in such form as the Landlord may require;
- e) that the assignee has provided a rent deposit deed in such form as the Landlord may require with the Landlord providing for a period of <<e.g. six>> months' Annual Rent (plus interest) at the date of the assignment) as security for the performance of the tenant's covenants in this Lease over the deposit; and
- f) that the assignee has paid the Annual Rent or any other sums due under this Lease and that any material breach of the Lease by the Tenant has been remedied.

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- 3.1.24 To permit the Tenant at any time during the Term to enter the Premises at any suitable part of the Premises a notice for re-letting to allow potential tenants and buyers to view the Premises at any times (accompanied by the Landlord or its agent).
- 3.1.25 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which could invalidate any insurance; and
- to do anything which increases any premium payable by the Landlord to repay the Landlord on demand.
- 3.1.26 To pay the Tenant's share of any VAT payable supplies made to the Tenant in connection with the Lease on or before the due date for making any payment or, if earlier, the date on which the supply is made for VAT purposes.
- 3.1.27 Where the Tenant is required to pay the Landlord or any other person any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord or any other person (except to the extent that the Landlord or any other person has paid such VAT under the Value Added Tax Act 1994).
- 3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, demands, costs, damages, expenses, charges, losses, liabilities, claims, actions, or damages incurred in defending or settling any action, claim, demand, cost, damage, or expense in respect of any personal injury or death, or the management of any right arising from:
- the use of the Premises or the Tenant's use of the Premises;
  - the exercise of the Tenant's rights; or
  - the operations of the Premises.
- 3.1.29 In respect of any claim by the indemnity in clause 3.1.28, the Landlord shall:
- give notice of the claim as soon as reasonably practicable;
  - provide the Tenant with information and assistance in relation to the claim which the Tenant may reasonably require, subject to the Tenant paying all costs incurred by the Landlord in providing such information and assistance; and
  - mitigate the Landlord's cost) where it is reasonable for the Landlord to do so.
- 3.1.30 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which could invalidate any insurance; and

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- a) to take all reasonable steps (without limitation) when bringing in or removing luggage from the Premises;
  - b) to use the lift, staircase, lavatories and water closets in a careful manner and to make good any damage caused by improper or careless use;
  - c) to keep the lift, stairs and staircases in the Common Part in good repair and under constant inspection at all times.
- 3.1.31 To comply with the provisions set out in the Third Schedule and any other regulations made by the Landlord from time to time in the interest of the Property.
- 3.1.32 Where the Tenant is liable for any expenses referred to in this Clause 3.1.32 (including a Service Charge, to pay on demand to the Landlord (the amount to be determined by the Landlord) of the costs, fees and charges incurred by the Landlord in insuring, repairing, maintaining, cleansing and (where appropriate) replacing or other items which are used or are intended to be used in the Premises in common with any other part of the Building Property.
- 3.1.33 Within 28 days of the grant, transfer, underlease or charge of the Premises (or any part thereof) by the Tenant, any undertenant or any other person) to produce to the Landlord a copy of the relevant document together with the relevant registered titles to the Landlord.
- 3.1.34 If this Lease is subject to compulsory registration at the Land Registry, the Tenant shall ensure that this Lease is registered with the Land Registry and once the registration has been completed, the Tenant shall produce to the Landlord a copy of the relevant titles to the Landlord.
- 3.1.35 At the end of the term of this Lease and on the termination of this Lease and on the Tenant's removal from the Premises, the Tenant shall deliver to the Landlord the original of this Lease and all copies thereof as the Landlord reasonably requires and to remove entries in relation to it from the Land Registry and the relevant registered title.
- 3.1.36 To notify the Landlord in writing of any guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure that the guarantor (if acceptable to the Landlord) enters into a deed of guarantee with the Landlord in the same terms as the original deed of guarantee.

## 4. Landlord's Covenants

### 4.1 The Landlord covenants

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

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4.1.2 To insure (including any plate glass in the Building) against the Insured Risks for the full reinstatement cost including reasonable and incidental expenses, debris removal, and recoverable VAT, provided that the obligation

a) to insure in the London insurance market on reasonable terms to the Landlord; and

b) to secure cover without exclusions or limitations as the insurers may impose

4.1.3 Subject to any necessary planning and other consents, to use all insurance proceeds (other than for loss of rent) to repair the damage to the Premises if no insurance has been received or (as the case may be) to repair the Premises. The Landlord shall not be obliged to:

a) provide a replacement Premises which is identical in layout or design so long as it is functionally equivalent to that previously at the Premises;

b) repair the Premises if the Tenant has failed to pay any of the Insured Risks;

c) repair the Premises after a notice has been served pursuant to clause 4.1.2.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. If the Landlord terminates this Lease, the Lease shall determine the remedy of the Landlord. Any damage to the Premises (other than any insurance for plate glass) shall be the responsibility of the Tenant.

4.3 The Landlord shall endeavour to provide the following services:

a) repair and maintenance of the Retained Property;

b) cleaning of the Retained Property;

c) maintenance (including painting) of all (if any) open and enclosed external windows in the Retained Property;

d) repair and maintenance of external windows in the Common Parts of the Building in the Landlord's reasonable discretion and of all exterior windows of the Building;

e) operation and servicing of any lavatory machinery, lighting, equipment and heating systems from time to time within the Retained Property;

f) provision of skips for the storage of refuse originating on the Premises, to be removed by the Local Authority if not effected by the Local Authority.

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- g) provide a boiler for central heating and a supply of hot water to the Premises and all the rooms and storerooms in the Building;
- h) contract for and provide cycle parking on those areas of the Retained Property for car parking and cycle parking;
- i) pay for and provide the water supply and the gas supply and all the costs and expenses in respect of the water supply and the gas supply and all the outgoing, costs and expenses in respect of the water supply and the gas supply whether tenant or occupier is directly liable for the same;
- j) comply with any legal obligation relating or connected with the Retained Property and for which any tenant or occupier is not liable;
- k) provide for the repair and renewal of any fire alarm system and fire detection equipment in or on the Premises and the Retained Property and the works necessary to comply with all the requirements of the appropriate authority in relation to fire insurance and the requirements of the insurers;
- l) provide for the repair and renewal of any equipment including lifts, escalators, traffic management systems, mechanical services, heating, lighting and security services for the Premises and the Retained Property;
- m) <<insert>> provide for the services to be provided by the Landlord;
- n) such other works and services as the Landlord may from time to time require to be done or performed in the interests of good estate management and in order to maintain the amenities of the Retained Property and the Premises and their proper management.

**5. Provisos and Agreements**

5.1 The parties agree that

5.1.1 any rent payable by the Tenant in respect of the Premises at any time rent is allowed to be in arrears and the Tenant shall be liable for the same whether or not demanded (whether formally demanded or not); and

5.1.2 the Tenant shall be liable for the same whether or not demanded;

5.1.3 there is a proviso in the Lease that the Tenant shall be liable for the same whether or not demanded (or any part of them) at any time after the expiry of the period of three years from the date of completion of this will not affect any right or remedy available to the Landlord;

5.2 If the Premises are damaged by any Insured Risk so as to be rendered unfit for occupation and the Tenant is insured against such damage by insurance money payable from the Tenant, the Tenant shall be liable for the same until the Premises are repaired or replaced or until the Premises are occupied or used by the Tenant, whichever is the latest date;

5.3 Nothing in this clause shall affect the right to enforce, or to prevent the

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release or modification of any covenants, rights or conditions to which any adjoining premises are subject.

any covenants, rights or conditions to which any adjoining premises are subject.

5.4 The parties agree that no person who is not a party to this Lease has no right arising solely by virtue of the Landlord's (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

not a party to this Lease has no right arising solely by virtue of the Landlord's (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

5.5 The Tenant acknowledges that the use of the Premises in this Lease constitutes or shall constitute a regulated activity and that the Premises may lawfully be used for any purpose permitted by law.

g in this Lease constitutes or shall constitute a regulated activity and that the Premises may lawfully be used for any purpose permitted by law.

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

ot entered into this Lease in reliance on any representation made by or on behalf of the Landlord.

**6. Notices**

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6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid post, by hand, by email or left at the addressee's address in the United Kingdom or by any other service by giving notice to the addressee.

with this Lease must be in writing and sent by pre-paid post, by hand, by email or left at the addressee's address in the United Kingdom or by any other service by giving notice to the addressee.

6.2 A notice served on a party to this Lease shall be deemed to have been served on that party if it is served on:

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6.2.1 a company registered in the United Kingdom;

partnership registered in the United Kingdom;

6.2.2 a person who is not a company, partnership or unincorporated association and who is registered in a country outside the United Kingdom or who is not registered in the United Kingdom but whose registered office is in the United Kingdom; or

ated in a country outside the United Kingdom or who is not registered in the United Kingdom but whose registered office is in the United Kingdom; or

6.2.3 anyone else if the notice is given to:

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a) in the case of a company, partnership or unincorporated association, at any postal address in the United Kingdom which is specified in the deed or document to which this Lease is given, at its last known address in the United Kingdom;

at any postal address in the United Kingdom which is specified in the deed or document to which this Lease is given, at its last known address in the United Kingdom;

b) in the case of a partnership, at the address of that partnership set out in the deed or document to which this Lease is given, at its last known address in the United Kingdom;

the Premises;

c) in the case of an individual, at the address of that party set out in the deed or document to which this Lease is given, at its last known address in the United Kingdom; and

at the address of that party set out in the deed or document to which this Lease is given, at its last known address in the United Kingdom; and

d) in the case of an individual, at their last known address in the United Kingdom.

y, at their last known address in the United Kingdom.

6.3 Any Notice given in connection with this Lease shall be deemed to have been served on the second working day after the date of posting, by hand, by email or left at that time the notice is given, at the recipient's address if delivered to or left at that time.

ved on the second working day after the date of posting, by hand, by email or left at that time the notice is given, at the recipient's address if delivered to or left at that time.

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

ay that is not a working day or after 5:00PM on a working day, it shall be treated as served at 9:00AM on the next working day.

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immediately follow

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

not a valid form of service under this

7. **[Termination by Landlord]**

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

at any time [after <<insert date>>] by giving to the Tenant a notice in writing of a notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period set out in this Lease.

7.2 If the Lease ends by termination under this clause, this will not affect the rights of any party for any period of time set out in this Lease.

this will not affect the rights of any party for any period of time set out in this Lease.

7.3 The Landlord shall be liable to pay all payments of Rent that relate to a period after the termination of the Lease.]

all payments of Rent that relate to a period after the termination of the Lease.]

8. **[Termination by Tenant]**

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

at any time [after <<insert date>>] by giving to the Landlord a notice in writing of a notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period set out in this Lease.

8.2 This Lease shall terminate on the date of a notice given by the Tenant if the Tenant has paid all Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

on the date of a notice given by the Tenant if the Tenant has paid all Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

8.3 [The break right set out in paragraph LR3 shall terminate on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be the Tenant under the Lease.]

shall terminate on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be the Tenant under the Lease.]

8.4 If the Lease ends by termination under this clause, this will not affect the rights of any party for any period of time set out in this Lease.

this will not affect the rights of any party for any period of time set out in this Lease.

8.5 The Landlord shall be liable to pay all payments of Rent that relate to a period after the termination of the Lease.]

all payments of Rent that relate to a period after the termination of the Lease.]

9. **Exclusion of Security of Tenure**

9.1 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Tenant is not a tenant for the purposes of the Regulatory (Landlord and Tenant) (Elections) (England and Wales) Order 2003.

of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Tenant is not a tenant for the purposes of the Regulatory (Landlord and Tenant) (Elections) (England and Wales) Order 2003.

9.2 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Tenant is not a tenant for the purposes of the Regulatory (Landlord and Tenant) (Elections) (England and Wales) Order 2003.

for a person on behalf of the Tenant) in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.

9.3 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Tenant is not a tenant for the purposes of the Regulatory (Landlord and Tenant) (Elections) (England and Wales) Order 2003.

who made the declaration on the Tenant's behalf in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.

9.4 The Landlord and Tenant shall be bound to comply with sections 24 to 28 (inclusive) of the Regulatory (Landlord and Tenant) (Elections) (England and Wales) Order 2003.

pursuant to section 38A (1) of the Regulatory (Landlord and Tenant) (Elections) (England and Wales) Order 2003.

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Landlord and Tenant created by this Lease.

provided in relation to the tenancy created

**10. [Guarantor's Covenants]**

10.1 The Guarantor:

10.1.1 Guarantor covenants that the Tenant will comply with all the Tenant's obligations under this Lease. If the Tenant defaults, the Guarantor shall indemnify the Landlord and comply with those obligations;

at the Tenant will comply with all the Lease. If the Tenant defaults, the and comply with those obligations;

10.1.2 Covenants to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of any supplemental documents to this Lease);

primary obligor, and separate to the to indemnify the Landlord against all losses caused to the Landlord by the Tenant's breach of any supplemental documents to this

10.1.3 Covenants to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of any supplemental documents to this Lease);

is primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of any supplemental documents to this Lease);

10.2 If the Landlord notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days:

the Guarantor must, within three months after the termination or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days:

10.2.1 at the termination or forfeiture of this Lease (including payment of the Landlord's costs) and the Tenant being struck off the register:

including payment of the Landlord's costs) and the Tenant being struck off the register:

a) for a period of three months after the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

effect on the date of the disclaimer or the Tenant being struck off the register;

b) ending on the date of the disclaimer or forfeiture of this Lease would have ended if the disclaimer or forfeiture had not happened;

this Lease would have ended if the disclaimer or forfeiture had not happened;

c) at the termination or forfeiture of this Lease;

rents payable;

d) continuing to pay the rent on the term commencement date of the next Rent Review Date under this Lease that falls before the termination or forfeiture of this Lease and has not been reviewed as at the date of the termination or forfeiture of this Lease;

on the term commencement date of the next Rent Review Date under this Lease that falls before the termination or forfeiture of this Lease and has not been reviewed as at the date of the termination or forfeiture of this Lease;

e) continuing to pay the rent on each Rent Review Date under this Lease until the term commencement date of the next Rent Review Date;

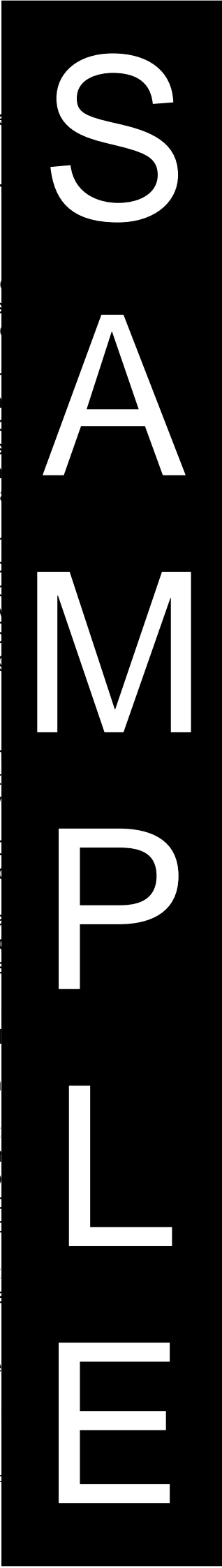
on each Rent Review Date under this Lease until the term commencement date of the next Rent Review Date;

f) otherwise as may be agreed in writing between the Landlord and the Guarantor and conditions as this Lease; or

and conditions as this Lease; or

10.2.2 pay the rent and other charges due under the Lease, including the rents, any outgoings and all other

the rents, any outgoings and all other



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sums due under the rent which would be payable on forfeiture

the amount equivalent to the total of the sums due under this Lease that are due within 6 months following the disclaimer,

10.3 If clause 10.2.2 applies, the Landlord must release the Tenant from its obligations (but that will not affect the Tenant's obligations in relation to any prior breaches).

If clause 10.2.2 applies, the Landlord must release the Tenant from its obligations (but that will not affect the Tenant's obligations in relation to any prior breaches).

10.4 The Guarantor's obligations under this clause 10 are discharged or discharged by:

The Guarantor's obligations under this clause 10 are discharged or discharged by:

10.4.1 any failure to enforce in full, or any delay in enforcing, or any concession allowed to the Tenant or the Guarantor;

any failure to enforce in full, or any delay in enforcing, or any concession allowed to the Tenant or the Guarantor;

10.4.2 any variation or surrender of the Lease (but that a surrender of part will end the obligations of the surrendered part);

any variation or surrender of the Lease (but that a surrender of part will end the obligations of the surrendered part);

10.4.3 any right of the Tenant or the Guarantor to set aside or rescind any agreement;

any right of the Tenant or the Guarantor to set aside or rescind any agreement;

10.4.4 any death or change in the constitution or status of the Tenant or the Guarantor;

any death or change in the constitution or status of the Tenant or the Guarantor;

10.4.5 any amalgamation, reconstruction or reorganisation of the Tenant or the Guarantor;

any amalgamation, reconstruction or reorganisation of the Tenant or the Guarantor;

10.4.6 the existence of an Act of Insolvency in relation to the Guarantor;

the existence of an Act of Insolvency in relation to the Guarantor;

10.4.7 anything done by the Landlord by deed.

anything done by the Landlord by deed.

10.5 The Guarantor's obligations under this clause 10 do not take any security, indemnity or guarantee from the Tenant or the Guarantor under this Lease.

The Guarantor's obligations under this clause 10 do not take any security, indemnity or guarantee from the Tenant or the Guarantor under this Lease.

10.6 Nothing in this clause 10 shall release the Guarantor from any liability on the Guarantor that exceeds the liability which would be incurred had it been the tenant of this Lease.]

Nothing in this clause 10 shall release the Guarantor from any liability on the Guarantor that exceeds the liability which would be incurred had it been the tenant of this Lease.]

**11. Service Charge**

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11.1 As soon as practicable after the Accounting Date the Landlord will prepare an account showing the Service Charge for that Financial Year and containing a fair summary of the Service Charge for that Financial Year and send a copy of the account to the Tenant.

As soon as practicable after the Accounting Date the Landlord will prepare an account showing the Service Charge for that Financial Year and containing a fair summary of the Service Charge for that Financial Year and send a copy of the account to the Tenant.

11.2 The account prepared in accordance with clause 11.1 will when certified by the [Landlord] [Landlord's Surveyor] be conclusive evidence of all matters of fact relating to the Service Charge.

The account prepared in accordance with clause 11.1 will when certified by the [Landlord] [Landlord's Surveyor] be conclusive evidence of all matters of fact relating to the Service Charge.

11.3 For each Financial Year the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year as soon as practicable after the start of the Financial Year.

For each Financial Year the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year as soon as practicable after the start of the Financial Year.

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Costs be

appropriate explanatory commentary  
showing the allocation of the Service  
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11.3.2 the Tena  
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m by equal payments in advance on

11.4 For the period fr  
Tenant will pay t  
(being a proportio  
Term to and inclu  
of this Lease and  
Rent Days for the

Term to the first Accounting Date the  
al Service Charge, the first payment  
from and including the first day of the  
next Rent Day) to be paid on the date  
to be made in advance on each of the  
Accounting Date.

11.5 If the Service Ch

ear:

11.5.1 exceeds  
the Land

Financial Year, the excess is due to

11.5.2 is less th  
will be c  
account

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

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

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

11.7 If the total prop  
changes mater  
definition of 'Se  
Clause 11.8 with

g the benefit of any of the Services  
the percentage referred to in the  
lease will be varied in accordance with  
Accounting Date following the change.

11.8 The change ref  
Landlord and t  
variation reflecti  
expert).

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

**12. Applicable Law and J**

12.1 This Lease and  
with it will be go

gations arising out of or in connection  
land and Wales.

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

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

12.3 Any party may s  
arising out of or  
contractual oblig

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

**THIS LEASE** has been execu  
dated

ered on the day on which it has been

[Execution clauses for landlor

Executed as a deed by affixing



the common seal of  
<<Landlord's Name>>  
in the presence of

<<Affix seal here>>

Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution clause)**

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

\_\_\_\_\_  
Signature:

Director

\_\_\_\_\_  
Signature:

[Director][Secretary]

**OR (alternative company execution clause)**

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

\_\_\_\_\_  
Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR (execution clause where the deed is signed by the landlord)**

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

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Execution clauses for tenant:]



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

<<Affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

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

\_\_\_\_\_  
Signature:

Director

\_\_\_\_\_  
Signature:

[Director][Secretary]

**OR (alternative company execution)**

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

\_\_\_\_\_  
Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

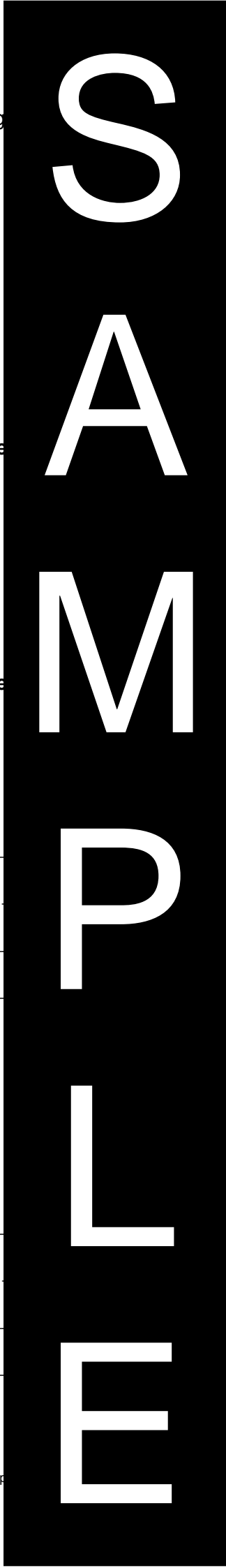
**OR (execution clause where)**

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

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_



[Execution clauses for guarant

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

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company exe**

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

**OR (alternative company exe**

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

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**OR (execution clause where**

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

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

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<<affix seal here>>

\_\_\_\_\_  
signature:

Director

\_\_\_\_\_  
signature:

[Director][Secretary]

\_\_\_\_\_  
signature:

Director

\_\_\_\_\_  
(qual)

**First Schedule to the Tenant**

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

**Second Schedule to the Landlord**

1. The right to the passage of, and the supply of, gas, electricity, oil, telecommunications, internet, data communications and services from and to the remainder of the Building and any adjoining Premises through the Conduits at the Premises.
2. The right to enter the Premises for the purpose of:
  - a) reviewing or measuring the performance of the Premises including to install and to monitor meters within or relating to the Premises and to prepare an EPC;
  - b) estimating the current value of the Premises for insurance or any other purpose.
3. If the relevant work is carried out without entry onto the Premises, the right to:
  - a) build on or into any land on or adjacent to the Premises; and
  - b) inspect, repair, alter or carry out other works upon any adjoining premises.
4. [Where the Tenant (if the Landlord consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises for any other reasonable purposes in connection with this Lease that the Landlord is expressly entitled to do or required to do under any other reasonable purposes in connection with this Lease. The Landlord must:
  - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Landlord must give as much notice as may be reasonably practicable);
  - b) observe the Tenant's privacy and confidentiality (where that includes being accompanied by the Tenant's representative the Landlord must make that representative available);
  - c) observe any specific restrictions on the Landlord's entry set out in this Lease;
  - d) cause as little interference with the Tenant's business as reasonably practicable;
  - e) cause as little physical damage to the Premises as reasonably practicable;
  - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
  - g) where entering to carry out any work, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work.

- h) remain upon the Premises if it is reasonably necessary; and
- i) where reasonably practicable, any rights outside the normal business hours of the Premises.
6. In an emergency, or where it is reasonably necessary, the Landlord may, without liability, be exercised out to them, the right to close off or restrict access to the Premises so long as (except in an emergency) alternative facilities are available that are not materially less convenient.
7. The right to change, extend, alter, add to, remove or replace any Common Parts or Conduits so long as:
- alternative facilities are available that are not materially less convenient; or
  - if no alternative is available, the Landlord's exercise of this right does not materially adversely affect the Tenant's enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to enter upon the Premises and to use any areas within the Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce or restrict access to the Premises in designated areas, so long as the remaining areas are reasonably available for the purposes of the Tenant's intended purposes.
9. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (including the Premises) (whether or not the Landlord has the absolute discretion to do so) as the Landlord in its absolute discretion may think fit, provided that these works interfere with the flow of light and air to the Premises, and in connection with those works to underpin and shore up the Premises, so long as:
- giving the Tenant due notice of the works to be carried out;
  - consulting with the Tenant in respect of the extent of potential interference;
  - taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
  - taking into consideration the nature and extent of the works, the duration of construction and workmanship;
  - taking reasonable steps to minimize any interference to the Premises by noise, dust and vibration (including, where appropriate, consideration the Tenant's suggestions for limiting any interference);
  - making good any physical damage to the Premises or its contents.
10. The right, where necessary, to place equipment onto the Premises and to place scaffolding and other equipment on or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises or its contents made good;
  - the scaffolding causes no material interference with the entrance to the Premises or with the Tenant's business as is reasonably practicable to the Landlord;
  - the scaffolding does not obstruct or interfere with any notices displayed on it (except for any health and safety notices) or with any other tenant whose premises are adjacent to the Premises (including any common parts) unless the Tenant has consented to the same.

to its display; and

d) if the Tenant's building is obstructed or interfered with by the scaffolding, the Landlord shall be obliged to display a sign (approved by the Landlord) on the exterior wall of the Premises in front of the Premises so that it is visible to the public.

11. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon the neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.

12. The right to support the remainder of the Building from the Premises.

13. All rights of light or air (whether reserved or not) shall be acquired by the Tenant in favour of the Premises.

constructed or interfered with by the Tenant to display a sign (approved by the Landlord) in front of the Premises so that it is visible to the public.

Property for any purpose whatsoever and without imposing upon the neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.

remainder of the Building from the Premises.

now exist or that might (but for this clause) exist.

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

**Conditions**

Not to keep any inflammable, volatile, dangerous or explosive materials on the Premises.

2. To make any application for a licence or other permission in writing accompanied by all information required to obtain such licence or other permission to the satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.

Paragraph 1 in writing accompanied by all information required to obtain such licence or other permission to the satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.

3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant regulations to the Landlord's Neighbouring Property.

When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant regulations to the Landlord's Neighbouring Property.

4. Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.

Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.

5. No vehicles may be parked on the Landlord's Neighbouring Property for purposes of loading or unloading of goods or materials overnight.

No vehicles may be parked on the Landlord's Neighbouring Property for purposes of loading or unloading of goods or materials overnight.

6. No mat, brush or mops or other refuse shall be thrown out of the windows of the Premises nor shall anything be thrown out of the windows of the Premises.

No mat, brush or mops or other refuse shall be thrown out of the windows of the Premises nor shall anything be thrown out of the windows of the Premises.

7. Not to place harmful, toxic or offensive waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.

Not to place harmful, toxic or offensive waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.

8. Not to overload any structure or part of the Premises nor any structure or part of the Premises.

Not to overload any structure or part of the Premises nor any structure or part of the Premises.

9. No blind should be fitted to any window of the Premises without the previous written approval of the Landlord.

No blind should be fitted to any window of the Premises without the previous written approval of the Landlord.

10. Not to place or expose on the Premises (other than within the Premises) any goods or materials.

Not to place or expose on the Premises (other than within the Premises) any goods or materials.

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