

LR1. Date of lease	date in full>>
LR2. Title number(s)	Landlord's title number(s) ...er(s) out of which this lease is granted. ...k if not registered. ...andlord's title number(s)>> Other title numbers ...le number(s) against which entries of ...ferred to in LR9, LR10, LR11 and LR13 ...made. ...her title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of each party. For Scottish companies add an SC prefix and for limited liability partnerships add an OC prefix. For foreign companies add the territory in which incorporated.</i>	...ame of Landlord>> ...ddress of Landlord>> ...company number>> ...ame of Tenant>> ...ddress of Tenant>> ...company number>> ... (if any) ...ame of Guarantor>> ...ddress of Guarantor>> ...company number>> Other parties ...capacity of each party, for example ...ent company", "guarantor", etc. ...ame of other party>> ...ddress of other party>> ...company number>>
LR4. Property <i>Insert a full description of the property leased or Refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described. 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.</i>	Resolution of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail. ...erty [shown edged red on the plan ...o this lease and] known as <<Insert ...f Property>> which is on the <<Insert ...er(s)>> floor of the Building (as defined ...1)

S
A
M
P
L
E

SAMPLE

<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions which do not apply to this lease.</i></p>	<p><i>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.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is Leased</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide to, here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><i>including commencement date>></i></p> <p><i>including expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>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 land</i></p>

STANDARD LEASE

	tenant's covenant to (or offer to) this lease
	Landlord's contractual rights to acquire
LR10. Restrictive covenants given by the Landlord in respect of the Property other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of this lease in this lease which contains the provisions.</i>	
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	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
LR12. Estate rentcharge burdened on the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	
LR13. Application for standard form of restriction <i>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 may do so by applying a clause to apply for each of them, or by applying against which title and the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</i>	

LR14. Declaration of trust where there is more than one person completing the form as 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 statements.

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

... is more than one person. They are to hold the Property on trust for themselves as joint 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 following terms shall have the following meanings:

... text otherwise requires, the following

‘Accounting Date’ means the date in each year, not later than 31 December, by the Landlord

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

‘Act of Insolvency’ means:

(a) the making of a voluntary arrangement or a composition or arrangement for the benefit of any creditor;

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

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

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

(c) the making of an application to the court for an order appointing 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 the court for an order appointing an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

(d) the receipt of a dividend by the Tenant or any guarantor in respect of any debt due to the Tenant or any guarantor;

... receiver or manager or an administrative receiver in respect of any 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 making of an application to the Registrar of Companies for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

... of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

‘Financial Year’	means the first consecutive Accounting Dates (including the first Accounting Date) or at the end of the Term means the last consecutive Accounting Date and ending at the end of the Term;
‘Initial Service Charge’	means the service charge>> per year;
‘Insurance Rent’	means the sum of: (a) keep the Premises insured in accordance with the Landlord’s obligations; (b) insurance of the Premises for the Insurance Rent; (c) insurance of the Premises for third party liability; and (d) obtaining quotations for insurance purposes from time to time and: (e) the sum deductible under any insurance policy that the Landlord will incur in reinstating the Premises damaged by an Insured Risk; (f) a sum that the insurers refuse to pay following an Insured Risk to the Premises because of the Landlord’s failure to act; and (g) any sum of premiums that the insurers may require as a condition of reinstatement or retention of any permitted alteration to any lawful occupier’s use of the Premises;
‘Insured Risks’	means (fire, subsidence, subterranean fire), lightning, explosion, storm, landslide, heave, earthquake, burst or overflow, or any apparatus, impact by aircraft or other aerial device, or anything dropped from them, impact by vehicles, terrorism, and malicious damage to the extent, in each case, as is generally available on normal commercial terms in the market 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 the Landlord’s contribution to any excesses, limitations and exclusions;
‘Interest’	means the rate of interest on outstanding payments e.g. two per cent above the base rate for the time being of Barclays Bank plc (or that bank ceases to exist) a reasonable rate as determined by the Landlord to the Tenant;
‘Interim Sum’	means the sum in account of the Service Charge for the relevant period as determined by the Surveyor (acting as an expert) based on the Surveyor’s estimate of the likely amount of the Service Charge for the relevant period in question;

'Landlord'	includes	the immediate reversion to this Lease;
'Landlord's Neighbouring Property'	means	provided by the Landlord near to the Premises;
'Letting Unit'	means Building caretaker letting of the main Building	any or other unit of accommodation in the Building or other accommodation provided for a porter or caretaker which is exclusively occupied (or intended for occupation) otherwise than solely in connection with the management or the provision of services to the Building;
'Permitted Use'	[ENGLAND] the Town and Country Planning (Use Classes) Order 1987] OR [WALES] Town and Country Planning (Use Classes) Order 1987]	as a restaurant within use class E(b) of the Town and Country Planning (Use Classes) Order 1987] as a restaurant within use class A3 of the Town and Country Planning (Use Classes) Order 1987];
'Premises'	means the Premises comprised in the Lease in accordance with the following: (a) the plasterwork, paintwork, columns and other surface finishes and internal fittings and fixtures bounding the Premises and all other fixtures and fittings; (b) even the windows including the glass, the frames and the panes; (c) the walls and partitions lying within the Premises; (d) the ceilings or other surface finishes of the Premises including the joists or other structures to which the ceilings or other surface finishes are fixed including for the avoidance of doubt the ceiling tiles and the other fixtures and fittings; (e) the upper surfaces of the floors down to the upper surfaces to which the floors are fixed; (f) any other fixtures and fittings of the Premises including the guard rails of the stairs; (g) all other fixtures and fittings of the Premises exclusively; (h) all gas, electricity, heating and water and sanitary apparatus and all other fixtures and fittings (other than tenant's fixtures and fittings) not included in (a) to (g) above; but the Premises shall not include: (a) any fixtures and fittings above the upper surfaces of the joists or other structures to which the upper surfaces of the joists or other structures are fixed including the floor slab the floor slab of the balcony (if any); (b) any fixtures and fittings of the joists and other load bearing parts of	the Premises comprised in the Lease in accordance with paragraph LR4 at the beginning of this Lease; other surface finishes and internal fittings and fixtures bounding the Premises and all other fixtures and fittings; windows including the glass, the frames and the panes; walls and partitions lying within the Premises; ceilings or other surface finishes of the Premises including the joists or other structures to which the ceilings or other surface finishes are fixed including for the avoidance of doubt the ceiling tiles and the other fixtures and fittings; surfaces of the floors down to the upper surfaces to which the floors are fixed; Premises including the guard rails of the stairs; Premises exclusively; heating and water and sanitary apparatus and all other fixtures and fittings (other than tenant's fixtures and fittings) not included in (a) to (g) above; other than any matters expressly included in (a) to (h) above; the upper surfaces of the joists or other structures to which the upper surfaces of the joists or other structures are fixed including the floor slab the floor slab of the balcony (if any); joists and other load bearing parts of

	the column stairs	external or structural walls or load bearing except those surface finishes and coverings expressly included above;
	(c) any excl	ing which do not serve the Premises
‘Rent’	means	by this Lease;
‘Rent Commencement Date’	means	rst to be paid>>;
‘Rent Days’	means year;	September and 25 December] in each
‘Retained Property’	means not limit	which are not Letting Units including (but
	(a) the	
	(b) all ser	ne Building except any that exclusively Unit;
	(c) tho not Let the	walls, foundations and roofs which are and would not be included in the other if they were let on the same basis as
‘Service Charge’	means method service	ated on a floor area basis or any other om time to time)] OR [<<proportion of y>>%] of the Service Cost;
‘Service Cost’	means Service prepari account	ccurred by the Landlord in providing the f keeping accounts of service costs, vice charge statements and retaining ements;
‘Services’	means	the Landlord as set out in Clause 4.3;
‘Surveyor’	means Landlor	ct from time to time appointed by the
‘Tenant’	includes	assigns;
‘Term’	means Lease;	paragraph LR6 at the beginning of this
‘Title Matters’	means list of do	out in the following documents: <<insert ndlord's title to the Premises>>;
‘VAT’	means unless	y the Value Added Tax Act 1994 (and ed references to rent or other monies

- payable exclusive of any VAT charged or chargeable
- 1.2 Unless the context requires otherwise, each reference in this Agreement to:
- 1.2.1 "writing" does not include email;
 - 1.2.2 a "working day" means any day other than a Saturday, Sunday or Bank Holiday in England and Wales;
 - 1.2.3 a statute or statutory provision is a reference to that statute or provision in force at the relevant time;
 - 1.2.4 "this Agreement" means this Agreement and each of the Schedules annexed to this Agreement at the relevant time;
 - 1.2.5 a Schedule means a Schedule to this Agreement; and
 - 1.2.6 a clause means a clause of this Agreement or a paragraph of a Schedule (other than this Schedule).
- 1.3 In this Agreement:
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality;
 - 1.3.2 words importing the singular include the plural and vice versa;
 - 1.3.3 words importing the masculine gender include any other gender;
 - 1.3.4 reference to the Term includes any sooner determination of the Term;
 - 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 Premises and their respective occupants;
 - 1.3.7 the clause shall not be taken into account in the construction or interpretation; and
 - 1.3.8 reference to a document includes 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 leases the Premises to the Tenant for the Term together with (insofar as the Landlord is able to grant the same) the rights set out in the First Schedule.

Schedule, except for the benefit of the Landlord's Neighbouring Property the rights set out in the Second Schedule to the Lease.

for the benefit of the Landlord's Neighbouring Property the rights set out in the Second Schedule to the Lease.

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 day on which the term of the Lease expires;

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 day on which the term of the Lease expires;

2.2.2 on demand the Insurance Rent;

Insurance Rent;

2.2.3 the Service Charge provided for in the Lease;

payments on account of it (payable as provided for in the Lease);

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

any other charges payable by the Tenant to the Landlord under this Lease;

2.2.5 any VAT payable by the Tenant.

the Tenant.

3. Tenant's Covenants

3.1 The Tenant covenants

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

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

3.1.2 If any sum of money payable by the Tenant to the Landlord is unpaid for more than <<maximum length of time in arrears e.g. 7 days>> (whether or not the Landlord has formally demanded payment) as not to pay Interest (calculated on a daily basis on the amount outstanding from the due date until the date on which payment is made).

is unpaid for more than <<maximum length of time in arrears e.g. 7 days>> (whether or not the Landlord has formally demanded payment) as not to pay Interest (calculated on a daily basis on the amount outstanding from the due date until the date on which payment is made).

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

against all existing and future rates, taxes, duties, levies, impositions, charges and other financial impositions charged on the Premises.

a) tax (including stamp duty) payable; and

rent payable; and

b) any other charges payable by the Landlord's dealing with its own interests.

Landlord's dealing with its own interests.

3.1.4 To pay or discharge all charges incurred relating to water, sewerage, drainage, electricity, oil, gas, telephone, telegraph, post, cable, internet, data communications, or any other supplies or utilities supplied to the Premises (including charges and meter rents).

against all charges incurred relating to water, sewerage, drainage, electricity, oil, gas, telephone, telegraph, post, cable, internet, data communications, or any other supplies or utilities supplied to the Premises (including charges and meter rents).

3.1.5 If the Landlord so requires, to indemnify the Landlord because it has been allowed during the Term of the Lease the good that loss to the Landlord on demand.

because it has been allowed during the Term of the Lease the good that loss to the Landlord on demand.

- 3.1.6 To keep the Premises in good substantial repair and condition and to make good 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 (in whole or in part).
- 3.1.7 [To clean and polish the coverings in the Premises as often as may be required in the final three months of the Term, and to replace or coverings of a colour and quality as may be required.]
- 3.1.8 To decorate the Premises (and any part of the Premises (any) and the inside of the Premises) as often as may be required and also in the last three months of the Term, 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 repairs to the Premises and include all appropriate repairs to the Premises.
- 3.1.9 To keep the Premises tidy and to remove any rubbish which are not built upon clean and tidy.
- 3.1.10 At the end of the Term, the Tenant shall:
- a) to remove from the Premises the Landlord in the repair and condition required by the Landlord;
 - b) if the Tenant has fixed any alterations to the Premises, to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises by the alterations;
 - c) to remove from the Premises all possessions from the Premises; and
 - d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) surveys, 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 of 7 days after the date specified in writing by the Landlord to do so:
- a) the Landlord may sell the possessions; and
 - b) the Landlord shall be liable to the Landlord against any liability incurred by the Landlord or any party whose possessions have been sold or disposed of by the Landlord in mistaken belief that the possessions belong to the Landlord;
 - c) the Landlord shall be entitled to deduct from the sale proceeds the cost of the storage, transportation, storage and sale incurred by the Landlord.

- 3.1.12 To permit the Landlord or Surveyor to enter the Premises 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 it at the Premises) written notice of any repairs or maintenance which the Landlord or Surveyor is obliged to carry out or of any other failure by the Tenant to carry out its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.12 b) of two months from the date of the notice; and
 - b) if the Landlord or Surveyor gives to the Tenant (or leaves it at the Premises) written notice with clause 3.1.12 a), to permit the Landlord or Surveyor to enter the Premises and carry out the works at the expense of the Tenant (or pay to the Landlord on demand (or to the Landlord's order) the proper expenses of such works, including the costs of materials, Surveyor's and other fees).
- 3.1.13 To allow the Landlord or Surveyor to exercise any right to enter the Premises to do so for the purpose of carrying out repairs, alterations, improvements, or not doing so, or for the purpose of carrying out any other works at any reasonable time (whether during the day or at night) and, except in the case of an emergency, on reasonable notice (which need not be in writing) to the Tenant.
- 3.1.14 To pay to the Landlord (or to the Landlord's order) and on an indemnity basis all costs, charges, expenses (including legal costs and other expenses) properly incurred by the Landlord or Surveyor in connection with the exercise of any of the following:
- a) the exercise of any of the powers conferred by the covenants of this Lease;
 - b) any expenses incurred by the Landlord or Surveyor in connection with the exercise of any of the powers conferred by the covenants of this Lease, including the costs of materials, Surveyor's and other fees; and
 - c) any expenses incurred by the Landlord or Surveyor in connection with the exercise of any of the powers conferred by the covenants of this Lease, including the costs of materials, Surveyor's and other fees, where the Landlord or Surveyor is obliged to exercise such powers where the Landlord is required to act in accordance with the provisions of clause 3.1.12 b) and the Landlord unreasonably refuses to give consent to the exercise of such powers.
 - d) [carrying out any works for the purpose of improving the Premises to improve their condition or appearance, or for the purpose of carrying out any other works where the Tenant in its absolute discretion is of the opinion that it is in the interests of the Premises 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, the Tenant shall:
- a) not use the Premises for any illegal or immoral purpose;
 - b) not use the Premises as sleeping accommodation or for any other purpose which is prohibited by law or by any local authority or other competent authority;

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

d) to use the Premises 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 for 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 Building;] and

d) [save as may be agreed in writing by the Landlord,] not to make any alterations 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 which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the Building or have an adverse impact on the Environment of the Premises or the Building and which shall be a fixture subject to the Tenant:

a) giving the Landlord less than <<notice period given to be carried out e.g. 2 months>> notice in writing of any such works;

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

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

d) inform the Landlord of the cost of any alterations or additions carried out to the Premises except any which are trade or tenant's fixtures and so that the Landlord will be able to effect any necessary increase in the amount of insurance the Premises are insured unless the Tenant has agreed otherwise in writing.]

3.1.18 In all cases where the Tenant is required to carry out any works carried out to the Premises (whether or not such works are required under this Lease), the Tenant shall be responsible for the health and safety file upon completion of

- the work
- 3.1.19 Not to exhibit any sign or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord on the Building and on the entrance door to the Premises, such sign being of a size, design, layout and material as the Landlord may require and at the end of the Term to remove the sign and to make good any damage caused to the Premises by the sign.
- 3.1.20 With regard to the use of the Premises in respect of the Premises:
- a) to carry out any work relating to the Premises or to the Tenant's business;
 - b) without the prior written consent of the Landlord, to give notice by the Tenant of any notice or other communication to the Landlord to send a copy to the Landlord and to take all necessary steps to comply with any such communication and take any other action as the Landlord acting reasonably may require;
 - c) not to carry out any work without the prior written consent of the Landlord;
 - d) to carry out any work without the prior written consent of the Landlord;
 - e) to carry out any work in accordance with the Building Regulations (Design and Management) Regulations 2006, and to commence any works to make a building compliant with Regulation 4(8) to the effect that the Tenant is the responsible person for the purposes of the Regulations, to give the Landlord notice of the works and to fulfil the obligations of the Regulations;
 - f) to keep the Premises equipped with all fire prevention detection and alarm systems which is required by law or by the insurers of the Premises and to comply with any requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
 - g) to notify the Landlord promptly of any defect or disrepair in the Premises and to ensure the Landlord is liable under any law or regulation;
 - h) not to carry out any work without the prior written consent of the Landlord to apply for an Energy Performance Certificate in respect of the Premises.
- 3.1.21 Not to carry out any work which may result in the acquisition of a right or easement over the Premises or any part of the Premises:
- a) the Tenant's use of the Premises; and
 - b) the Tenant's use of the Premises in any way that the Landlord

- requ... the T... inter... assignment so long as the Landlord meets the conditions set out in this Lease and is not adverse to the Tenant's business
- 3.1.22 With regard to the assignment of the Lease, the Tenant shall not:
- a) not transfer the Lease to a Trust for another;
 - b) not sublet the Lease or occupy the whole or any part of the Premises;
 - c) not transfer the Lease to a third party in possession or occupation of the whole or any part of the Premises;
 - d) not transfer the Lease to a third party in possession or occupation of the whole or any part of the Premises;
 - e) not transfer the Lease to a third party in possession or occupation of the Premises; and
 - f) not transfer the Lease to a third party in possession or occupation of the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions set out in clause 3.1.23.
- 3.1.23 The conditions of the Premises shall be such as to enable the Landlord to impose in relation to an assignment of the Lease:
- a) that the assignee shall be a person who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;
 - b) that the assignee shall enter into an agreement guaranteeing that the assignee shall comply with the Tenant's covenants in this Lease (an "Authorised Assignment Agreement") in such form as the Landlord may require;
 - c) that the assignee shall, in the Landlord's reasonable opinion of sufficient creditworthiness, to enable it to comply with the conditions contained in this Lease;
 - d) that the assignee shall provide a guarantee and indemnity of the Tenant's obligations in such form as the Landlord may require;
 - e) that the assignee shall provide a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit of at least 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 and to cover the deposit; and
 - f) that the assignee shall not be in breach of the Annual Rent or any other covenant in this Lease and that any material breach of the Lease has been remedied.

E

- | | | |
|--------|--|---|
| | To permit | at any time during the Term to enter the Premises at a suitable part of the Premises a notice shall be given to allow potential tenants and buyers to view the Premises at such times (accompanied by the Landlord or its agent). |
| 3.1.24 | | |
| 3.1.25 | With regard to | |
| a) | to co-operate with the insurers of the Landlord's insur- ers and not to do anything which could invalidate any insurance; | |
| b) | if the Tenant is required to do anything which increases any liability payable by the Landlord to repay the Landlord on demand. | |
| 3.1.26 | To pay VAT | on all taxable supplies made to the Tenant in connection with the Lease due date for making any payment or, if earlier, the date the supply is made for VAT purposes. |
| 3.1.27 | Where the Tenant pays the Landlord indemnity under the Landlord's Act 1994 | in connection with this Lease, to refund to any person any sum by way of a refund or reimbursement of any VAT incurred on that sum by the Tenant except to the extent that the Landlord or the Tenant has paid such VAT under the Value Added Tax Act 1994. |
| 3.1.28 | The Tenant shall be liable to the Landlord against all actions, claims, demands, damages, charges, expenses, third party and the Landlord's own liabilities incurred in defending or settling any action, claim or damage suffered by or to the Landlord or the Tenant arising from: | |
| a) | the use of the Premises or the Tenant's use of the Premises; | |
| b) | the exercise of the rights; or | |
| c) | the condition of the Premises. | |
| 3.1.29 | In respect of the indemnity in clause 3.1.28, the Landlord shall | |
| a) | give notice of the claim as soon as reasonably practicable after the occurrence of the claim; | |
| b) | provide information and assistance in relation to the claim which may reasonably require, subject to the reasonable requirements of the Landlord, and all costs incurred by the Landlord in providing such assistance; and | |
| c) | mitigate the loss (or the Tenant's cost) where it is reasonable for the Tenant to do so. | |

E

- 17

- 4.1.2 To insure (including any plate glass in the Building) against the Insured Risks for the full reinstatement cost including removal, debris recoverable VAT, provided that the obligation shall be satisfied by the Tenant in the London insurance market on reasonable terms to the Landlord; and
- b) to satisfy any conditions or limitations as the insurers may impose;
- 4.1.3 Subject to any planning and other consents, to use all insurance monies (other than for loss of rent) to repair the damage to the Building (as has been received or (as the case may be) to repair the Building) and the Landlord shall not be obliged to:
- a) provide a replacement which is identical in layout or design so long as it is functionally equivalent to that previously at the Premises;
- b) repair the Building if the Tenant has failed to pay any of the Insured Risks;
- c) repair the Building if the Tenant has failed to pay any of the Insured Risks 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 as if it had terminated on the date of the breach of the tenant covenants of this Lease. Any damage to the Building (other than any insurance for plate glass) shall belong to the Landlord.
- 4.3 The Landlord shall endeavour to provide the following services:
- a) repair and maintenance of the Retained Property;
- b) cleaning of the Retained Property;
- c) maintenance of all (if any) open and Retained Property;
- d) repair and maintenance of external windows in the Common Parts in the Landlord's reasonable discretion of all exterior windows of the Building;
- e) operation and servicing of any lavatory machinery, lighting, equipment and heating from time to time within the Retained Property;
- f) provision of storage for the storage of refuse originating on the Premises if not effected by the Local Authority.

- release or modification of any covenants, rights or conditions to which any adjoining premises are subject.
- 5.4 The parties agree that no 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 its use of the Premises in this Lease constitutes or shall constitute a representation that the Premises may lawfully be used for any purpose.
- 5.6 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord.
- 6. Notices**
- 6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid post, by hand delivery to or otherwise delivered to the address specified in clause 6.2 or to any other address in the United Kingdom which the Tenant has specified as its address for service by giving written notice under this clause 6.
- 6.2 A notice served on
- 6.2.1 a company registered in the United Kingdom at its registered office;
- 6.2.2 a person or persons domiciled in a country outside the United Kingdom, at the address for service in the United Kingdom specified in the deed or document to which they are a party or, if no such address has been given at their last known address;
- 6.2.3 anyone else
- a) in the United Kingdom, at any postal address in the United Kingdom specified in the deed or document to which they are a party at the time for the registered proprietor or other person to whom paragraph LR2.1 at the beginning of this Lease is given, at its last known address in the United Kingdom;
- b) in the United Kingdom, at the Premises;
- c) in the United Kingdom, at the address of that party set out in the deed or document to which they gave the guarantee; and
- d) in the United Kingdom, at their last known address in the United Kingdom.
- 6.3 Any Notice given in connection with this Lease shall be deemed to have been served on the second working day after the date of posting by first class post or special delivery or at the time the notice is delivered to the recipient's address if delivered to or left at that address.
- 6.4 If a notice is treated as served at 9:00AM on a working day that is not a working day or after 5:00PM on a working day, it shall be treated as served at 9:00AM on the next working day.

- immediately following the date of completion of the Lease.
- 6.5 Service of a notice of termination shall not be a valid form of service under this Lease.
- 7. [Termination by Landlord]**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving to the Tenant a written notice of termination 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 on the date of termination, this will not affect the rights of any party for any period prior to the date of termination in this Lease.
- 7.3 The Landlord shall retain the right to all payments of Rent that relate to a period after the date of 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 written notice of termination 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 the Rent up to the date of determination and the Tenant gives up possession of the premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be personal to the Tenant named in paragraph LR3 of the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be the Tenant.]
- 8.4 If the Lease ends on the date of termination, this will not affect the rights of any party for any period prior to the date of termination in this Lease.
- 8.5 The Landlord shall retain the right to all payments of Rent that relate to a period after the date of termination of the Lease.]
- 9. Exclusion of Security of Tenure**
- 9.1 The Tenant confirms that he/she is not a tenant of this Lease (or as the case may be before the Tenant entered into this Lease) the Tenant is not bound to enter into this Lease) the Tenant is not bound to enter into this Lease in the form set out in schedule 1 to the Regulatory (Landlord and Tenant) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he/she has made a [declaration of no security of tenure] in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that he/she is the person who made the declaration on the Tenant's behalf or on the Tenant's behalf.
- 9.4 The Landlord agrees that he/she is not bound to enter into this Lease pursuant to section 38A (1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the

ded in relation to the tenancy created

S

A

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

primary obligor, and separate to the
to indemnify the Landlord against all
enses caused to the Landlord by the
ents or comply with the Tenant's
ny supplemental documents to this

is primary obligor to indemnify the
s, damages and expenses caused to
posing or entering into any company
of arrangement or other scheme
effect of impairing, compromising or
tions of the Guarantor in this clause

he notifies the Guarantor within three
er or forfeiture of this Lease or the
companies, the Guarantor must, within
n either:

including payment of the Landlord's
of the Premises:

g effect on the date of the disclaimer
for the Tenant being struck off the

This Lease would have ended if the log-off had not happened;

ums payable;

on the term commencement date of
ent review under this Lease that falls
cement date that has not been
being reviewed as at the date of the

on each Rent Review Date under this
the term commencement date of the

and conditions as this Lease; or

the rents, any outgoings and all other

- sums due under the Lease, the amount equivalent to the total of the sums due under this Lease that would be payable by the Tenant of 6 months following the disclaimer, forfeiture or termination of the Lease.
- 10.3 If clause 10.2.2 applies, the Tenant must release the Landlord from all obligations under this clause 10 (but that will not affect the obligations of the payment in full, the Landlord's obligations under this clause 10 in relation to any prior breaches).
- 10.4 The Guarantor's obligations are released or discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;
- 10.4.2 any variation of the Lease (not that a surrender of part will end the effect of the surrendered part);
- 10.4.3 any right of the Landlord to claim that the Tenant or the Guarantor has committed a breach;
- 10.4.4 any death or change in the constitution or status of the Tenant or the Guarantor or of any other person who is liable, or of any party with any other person, any change in the whole or any part of the assets or liabilities of any other person;
- 10.4.5 any amalgamation or restructuring or other person;
- 10.4.6 the existence of a claim in relation to the Guarantor of an Act of Insolvency;
- 10.4.7 anything done by the Landlord by deed.
- 10.5 The Guarantor's obligations are not competition with the Landlord in the event of the insolvency of the Guarantor. The Guarantor shall not take any security, indemnity or other benefit from the Tenant's obligations under this Lease.
- 10.6 Nothing in this clause shall create any liability on the Guarantor that exceeds the liability of the Tenant as if it were the tenant of this Lease.]
- 11. Service Charge**
- 11.1 As soon as practicable after the Accounting Date the Landlord will prepare an account showing the Service Cost for that Financial Year and containing a fair summary of the matters of fact relevant to the Service Cost and send a copy of the account to the Tenant.
- 11.2 The account prepared by the Landlord in accordance with clause 11.1 will when certified by the Landlord or a qualified valuer or surveyor be conclusive evidence of all matters of fact relevant to the Service Cost.
- 11.3 For each Financial Year the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year.
- 11.3.1 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.

- of) the F
and an a
Costs be
- 11.3.2 the Tena
each of t
- 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
- 11.5 If the Service Cha
- 11.5.1 exceeds
the Land
- 11.5.2 is less th
will be c
account
- 11.6 If the Landlord
expended or lia
include the sum
Financial Year.
- 11.7 If the total prop
changes mater
definition of 'Se
Clause 11.8 with
- 11.8 The change ref
Landlord and t
variation reflecti
expert).
- 12. Applicable Law and J**
- 12.1 This Lease and
with it will be go
- 12.2 Subject to claus
be settled by a
have exclusive
connection with
obligations.
- 12.3 Any party may s
arising out of or
contractual oblig

THIS LEASE has been execu
dated

[Execution clauses for landlords]

Executed as a deed by affixing

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

Director

Director/Secretary

OR (alternative company execution)

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)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

[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) _____

S

A

M

P

L

E

<<affix seal here>>

nature:

Director

nature:

[Director][Secretary]

nature:

Director

(ual)

Address _____

S
A
M
P
L
E

First Schedule to the Lease granted to the Tenant

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

Second Schedule to the Lease of Restroom to the Landlord

1. The right to the passage of water, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and services from and to the remainder of the Building and any adjoining Premises through the Conduits at the Premises.
2. The right to enter the Premises for the purpose of:
 - a) review or measure the performance of the Premises including to install and to monitor the energy consumption within or relating to the Premises and to prepare an EPC;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is carried out without entry onto the Premises, the right to enter the Premises for the purpose of:
 - a) build on or into any part of the Premises or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any part of the Premises or adjacent to the 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 the purpose of:
 - a) give the Tenant at least 14 days' prior notice (except in the case of emergency, when the Landlord must make that representative as much notice as may be reasonably practicable);
 - b) observe the Tenant's performance of the Premises by the Tenant's representative (if available);
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference to the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to observe the Tenant's approval to the location, method of working or the safety of the Premises, 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 necessary, by rights outside the normal business hours of the Premises.
6. In an emergency, or where it is reasonably necessary, the Landlord may carry 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 which are not materially less convenient.
7. The right to change, extend or alter the extent of any Common Parts or Conduits so long as:
- alternative facilities are available which are not materially less convenient; or
 - if no alternative is available, the enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use the Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce the width of the Common Parts, so long as the remaining areas are reasonably adequate for the purposes.
9. The right to carry out works on any adjoining premises (whether or not the Landlord has the absolute discretion to do so) as the Landlord in its absolute discretion sees fit, provided that these works interfere with the flow of light and air to the Premises, or the connection with those works to underpin and shore up the Premises:
- giving the Tenant due notice of the works to be carried out;
 - consulting with the Tenant in order to avoid or minimise 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 quality of construction and workmanship;
 - taking reasonable steps to avoid or minimise interference to the Premises by noise, dust and vibration (including, where possible, 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 scaffolding and other equipment onto the Premises and to place or erect or use or remove or of 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 caused no obstruction to the entrance to the Premises;
 - the scaffolding does not obstruct or interfere with the display of any other tenant whose premises are adjacent to the Premises (including any other tenant whose premises are adjacent to the Premises) unless the Tenant has consented.

to its display; and

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

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

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

13. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired by the Tenant).

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 reservation) be acquired by the Tenant).

S

ations

1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials at the Premises.
2. To make any application for a licence or registration under paragraph 1 in writing accompanied by all information required to satisfy the reasonable 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. To maintain high standards of cleanliness in all parts of the Premises used for the display, service and consumption of food.
4. To obtain, maintain and renew any licence or registration which is required in connection with the Premises (including the Licensing Act 2003) and to comply with all laws and regulations relating to the use of the Premises.
5. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the Food Hygiene Regulations 2012 at the Premises.
6. Not to obstruct the movement of traffic in or out of the Landlord's Neighbouring Property.
7. No vehicles may be parked on the Premises or in any service area within the Landlord's Neighbouring Property unless it is reasonably necessary for the purposes of loading or unloading of goods or supplies and no vehicles may remain overnight.
8. No mat, brush or mop may be placed outside the Premises nor shall anything be thrown out of the window or door of the Premises.
9. Not to place harmful, toxic or flammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.
10. Not to overload any structure or part of the Premises nor any machinery or equipment at the Premises.
11. No blind should be fitted to any window of the Premises without the previous written approval of the Landlord.
12. Not to place or expose any goods or materials in the Building (other than within the Premises) any goods or materials in the Building (other than within the Premises).

A

M

P

L

E