

STAMP

LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) <i>er(s) out of which this lease is granted. ok if not registered.</i> Landlord's title number(s)>> Other title numbers <i>le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made.</i> Other title number(s)>>
LR3. Parties to this lease <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>> (if any) ame of Guarantor>> Address of Guarantor>> Company number>> Other parties <i>Capacity of each party, for example ent company", "guarantor", etc.</i> ame of other party>> Address of other party>> Company number>>
LR4. Property <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>	Resolution of a conflict between this clause remainder of this lease then, for the of registration, this clause shall Property [shown edged red on the plan to this lease and] known as <<Insert Property>>

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<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 the 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>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.</p> <p>This lease is made under, or by virtue of, provisions of: the Leasehold Reform Act 1967 the Leasehold Reform Act 1985 the Leasehold Reform Act 1988 the Leasehold Reform Act 1996</p>
<p>LR6. Term for which the Property is to be let</p> <p><i>Include only the appropriate statement(s) (if more than one is completed) from the three options below.</i></p> <p><i>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.</i></p>	<p>including the commencement date>></p> <p>including the expiry date>></p> <p>as specified in this lease at clause/paragraph << >></p> <p>as follows: term>></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p>contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease, clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</p>

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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 may apply for each of them, or you may be 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 inserting 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

'Act of Insolvency'

means:

- (a) the Tenant or any guarantor is a creditor of the Tenant or any guarantor;
- (b) the Tenant or any guarantor makes a proposal for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the Tenant or any guarantor has an intention to appoint an administrator, or the Tenant or any guarantor has signed prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;
- (d) the Tenant or any guarantor is a receiver or manager or an administrative receiver of the property or income of the Tenant or any guarantor;
- (e) the Tenant or any guarantor is in 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;
- (f) the Tenant or any guarantor is in a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the Tenant or any guarantor is struck off or any guarantor from the Register of Companies or an application for the Tenant or any guarantor to be struck off or any guarantor from the Register of Companies is made;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding the death of the Tenant or any guarantor); or
- (i) the Tenant or any guarantor is the subject of an application for a bankruptcy order, the

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

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

... attention to appoint an administrator, or prescribed documents in connection with the administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

... iver or manager or an administrative property or income of the Tenant or any guarantor;

... oluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of reconstruction of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;

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

... t or any guarantor from the Register of Companies or of an application for the Tenant or any guarantor to be struck off or any guarantor from the Register of Companies is made;

... ntor otherwise ceasing to exist (but excluding the death of the Tenant or any guarantor); or

... ation for a bankruptcy order, the

pres... a bankruptcy order or the making of a
ban... Tenant or any guarantor.

The par... ly in relation to a partnership or limited
partners... Partnership Act 1890 and the Limited
Partners... (ely) subject to the modifications referred
to in t... ips Order 1994 (SI 1994/2421) (as
amende... partnership (as defined in the Limited
Liability... subject to the modifications referred to
in the L... ips Regulations 2001 (SI 2001/1090)
(as ame...
Act of I... analogous proceedings or events that
may be... e legislation of another jurisdiction in
relation... tor incorporated or domiciled in such
relevan...

‘Annual Rent’ means... ear exclusive of VAT as reviewed under
the Fou...

‘Arbitration’ means... bitration Act 1996 by a single arbitrator
agreed... Tenant or in default of agreement
appoint... the Chief Officer or acting Chief Officer)
for the t... nstitution of Chartered Surveyors on the
written a... d or the Tenant;

‘Conduits’ means... mission of water, gas, air, foul and
surface... electricity, oil, telephone, heating,
telecom... ta communications and similar supplies
or utilitie...

‘Energy Performance Certificate’ has the... the Energy Performance of Buildings
(Englan... s 2012;

‘Environmental Performance’ means...
(a) the... energy and associated generation of
gr...
(b) the...
(c) wa... agement; and
(d) an... mpact arising from the use or operation
of...

‘Independent Expert’ means... greed by the Landlord and Tenant or in
default... by the President (or the Chief Officer or
acting... me being of the Royal Institution of
Charter... ritten request of the Landlord or the
Tenant;

‘Insurance Rent’ means... of:

- (a) keep the Premises in accordance with the Landlord's obligations;
 - (b) insure the Premises against fire and theft of the Premises and the contents of the Premises;
 - (c) insure the Premises against public liability;
 - (d) obtain and maintain adequate insurance for the Premises for insurance purposes from time to time;
- and:

- (e) the amount of any deductible under any insurance policy shall be borne by the Tenant and the Tenant shall incur in reinstating the Premises to the condition in which they were before the damage by an Insured Risk;
- (f) a sum of money which the insurers refuse to pay following an Insured Risk to the Premises because of the Tenant's negligence or failure to act; and
- (g) any sum of money which the insurers may require as a condition of payment or retention of any permitted alteration or extension of any lawful occupier's use of the Premises.

'Insured Risks'

means (but not limited to) fire (including subterranean fire), lightning, explosion, storm, wind, hail, rain, snow, flood, landslide, heave, earthquake, burst or overflow of water, explosion of boiler or apparatus, impact by aircraft or other aerial devices, falling objects, things dropped from them, impact by vehicles, terrorism, malicious damage to the extent, in each case, which 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 Tenant'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 determined by the Landlord to the Tenant;

'Landlord'

includes the Landlord and the Landlord's immediate reversion to this Lease;

'Landlord's Neighbouring Property'

means any property owned or controlled by the Landlord near to the Premises;

'Open Market Rent'

means the amount of rent which the Premises as a whole might be expected to fetch on the Relevant Review Date by a willing landlord to a willing tenant in possession with vacant possession and without any other tenancies in force for a term equivalent to the [Term][residue of the Term] or (if the term then remaining is less than five years) but starting on the Relevant Review Date.

- (a) that the Premises are to be used for immediate occupation and use and the Premises are to be fully restored;

(b) that the Lease is not to be used for the uses permitted by this Lease;

(c) that the Lease is not to be used for the uses permitted by this Lease;

(d) that the Lease is not to be used for the uses permitted by this Lease;

and on the provisions for review of the Lease (including the provisions for review of the Lease) other than:

(a) the Lease;

(b) any concession or any other inducement in connection with the grant of this Lease;

(c) any other inducement;

(d) <

there be any effect on rent of:

(a) the Lease by any lawful sub-tenant or their respective predecessors in occupation of the Premises;

(b) any works carried out on the Premises due to the carrying on there of the business or any lawful sub-tenant (whether by the Tenant or its predecessors in such business);

(c) any works carried out on the Premises by the Tenant or any other party with a special interest in the Premises by reason of its occupation of the Premises;

(d) any works carried out during the Term by the Tenant or any other party with a special interest in the Premises on their own expense with the Landlord's consent or in pursuance of an obligation to the Landlord in title;

(e) any works carried out on the Premises by the Tenant or any other party with a special interest in the Premises by reason of its occupation of the Premises;

(f) any works carried out on the Premises by the Tenant or any other party with a special interest in the Premises by reason of its occupation of the Premises;

'Permitted Use'

[ENGLAND] the Town and Country Planning (Use Classes) Order 1987;

OR

[WALES] the Town and Country Planning (Use Classes) Order 1987;

'Premises'

means the Premises as defined in paragraph LR4 at the beginning of this Lease and any other Premises (other than the Premises);

'Rent'	means	by this Lease;
'Rent Commencement Date'	means	rst to be paid>>;
'Rent Days'	means	September and 25 December] in each year;
'Review Date'	means	the years <<years>>] and "Relevant Review accordingly;
'Surveyor'	means	Landlor ct from time to time appointed by the
'Tenant'	includes	assigns;
'Term'	means	paragraph LR6 at the beginning of this Lease & holding or continuation of it or period of
'Title Matters'	means	list of do ut in the following documents: <<insert landlord's title to the Premises>>;
'Underletting Requirements'	means	<ul style="list-style-type: none"> (a) that rent not less than the then open market in advance on the Rent Days; (b) that sections 24 to 28 (inclusive) of the 54; (c) that wanted for a fine or premium or a reverse (d) that give the undertenant a rent free period (exc able to allow for any fitting out); (e) that provisions for change of use and those in this Lease; (f) that provisions for review of the rent on the basis and dates on which the d under this Lease; (g) that provisions prohibiting dispositions of or other let premises other than an assignment or c then only with the prior written consent of th (h) that e a direct covenant from the und perform all the tenant's covenants in the (i) that provisions requiring the undertenant to pay role of the Insurance Rent and other



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Rent, payable by the Tenant under this
any other provisions that are
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mented at the relevant time;
reement; and
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aragraph of the relevant Schedule.

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default of the Tenant include the act,
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part of this Lease and are not to be
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1.4 The headings in this Schedule 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 Premises are capable of being so let) the rights set out in the First Schedule, except for the benefit of the Landlord's Neighbouring Premises, and subject to the Title Matters set out in the Second Schedule, and subject to the provisions of this Schedule.

2.2 The Tenant must pay to the Landlord:

2.2.1 the Annual Rent in advance by bankers' standing order (or by such other means as 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 last day of the Term;

2.2.2 on demand the Insurance Rent;

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

2.2.4 any VAT payable by the Tenant.

3. Tenant's Covenants

3.1 The Tenant covenants to:

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 to the Landlord is unpaid for more than <<maximum number of days in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so far as the Tenant is concerned), the Tenant must on demand pay Interest (at the rate of <<interest rate>> per annum in arrears) calculated on a daily basis on the amount of the sum so unpaid 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 or in respect of the Premises.

a) tax (including stamp duty) payable; and

b) any charges payable by 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, communications, internet, data and any other charges.

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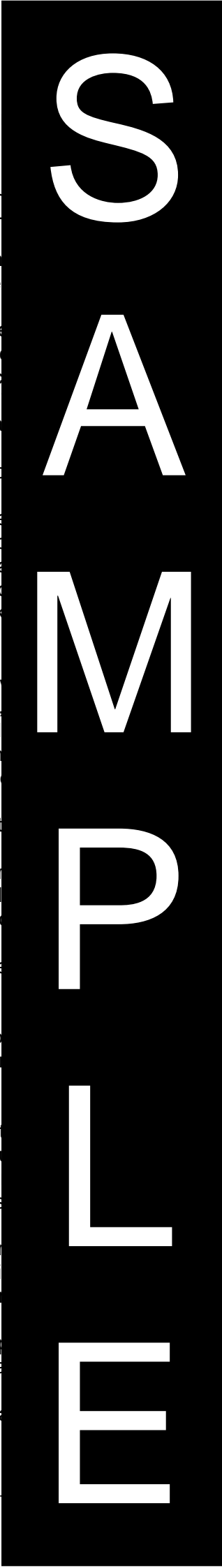
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Premises
- 3.1.5 If the La because it has been allowed during the Term the good that loss to the Landlord on demand.
- 3.1.6 To keep and substantial repair and condition and clean and damage results from any of the risks against any insured under Clause 4.1.2 unless payment act, neglig money is refused by reason of any (nt).
- 3.1.7 [To clean coverings in the Premises as often as reasonable the final three months of the Term, renew at for coverings of a colour and quality first appr
- 3.1.8 To decor inside of the Premises as often as is reasonable the last three months before the end of the Te external colour scheme must first be approved coration must be carried out in a good and prop quality materials that are appropriate to the Prem appropriate preparatory work.
- 3.1.9 To keep es which are not built upon clean and tidy and
- 3.1.10 At the en
- a) to re the Landlord in the repair and condition requ
- b) if the to remove all items the Tenant has fixed ove any alterations the Tenant has mad take good any damage caused to the Prem
- c) to re possessions from the Premises; and
- d) to h and all documents held by the Tenant relat matters including (but not limited to) heal ts, asbestos surveys and reports, fire risk s, and certificates relating to electrical and
- 3.1.11 If, follow m, any of the Tenant's possessions remain c e Tenant fails to remove them within <<e.g. 7 ested in writing by the Landlord to do so:
- a) the L nt of the Tenant sell the possessions;
- b) the the Landlord against any liability incur party whose possessions have been sold mistaken belief that the possessions



- below
- c) the the Tenant the sale proceeds after deduction of the cost of transportation, storage and sale incurred by the Landlord.
- 3.1.12 To permit the Landlord, at reasonable times on reasonable prior notice (e.g. 14 days), to enter and inspect the Premises and:
 - a) if the Landlord or Surveyor gives to the Tenant (or its Surveyor) written notice of any repairs or maintenance which are required to be carried out or of any other failure by the Tenant to carry out or of any other failure by the Tenant of its obligations under this Lease, to require the Tenant to remedy such failure in accordance with clause 3.1.12 b) within a period of two months from the date of the notice; and
 - b) if the Landlord, in accordance with clause 3.1.12 a), to permit the Landlord or its Surveyor to enter the Premises and carry out the works at the expense of the Tenant (or its Surveyor) and to require the Tenant to pay to the Landlord on demand (or to its Surveyor) the proper expenses of such works (including the cost of materials, Surveyor's and other fees).
- 3.1.13 To allow the Landlord, its Surveyor, its contractors, agents and professional advisers, to enter the Premises at any reasonable time (whether or not during business hours) and, except in the case of an emergency, to give the Tenant reasonable notice (which need not be in writing) to do so.
- 3.1.14 To pay to the Landlord, and on an indemnity basis all costs, charges, expenses (including legal costs and professional fees) properly incurred by the Landlord in connection with the enforcement of:
 - a) the covenants of this Lease;
 - b) any obligations in this Lease, including the obligations of the Tenant 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 give consent and the Landlord unreasonably refuses to give consent;
 - d) [carrying out any works on the Premises to improve their condition where the Tenant in its absolute discretion considers it necessary 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 condition of the Premises at the end of the Term,

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- 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;
- c) not to use the Premises for any offensive, noisy or dangerous business, trade, profession, industry, process, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of 09.00 to 18.00 on Mondays to Fridays (and not on bank holidays)].

3.1.16 With regard to:

- 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 performance Certificate commissioned in respect of the Premises];
- d) [save as may be permitted in clause 3.1.17 below,] not to make any 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 or walls or any other partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation or air conditioning of the Premises or have an adverse impact on the performance of the Premises and which shall be subject to the Tenant:

- a) giving the Landlord at least <<notice period given to carry out any such works>> notice in writing before carrying out any such works;
- b) carrying out any such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval of the Landlord;
- c) reinsuring the Premises in 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) informing the Landlord of the cost of any alterations or additions carried out and of the cost of any trade or tenant's fixtures or fittings carried out, as practicable and so that the Landlord will not be required to effect any necessary increase in the amount of insurance cover for the Premises unless the Tenant has agreed to do so in writing.]

- 3.1.18 In all cases, the Tenant shall comply with any Regulations (Construction (Design and Management) Regulations) in relation to any works carried out to the Premises and the Tenant's consent is required for them under this Lease, and the Tenant shall provide the Landlord with a copy of the Health and safety file upon completion of the works.
- 3.1.19 Not to exhibit any sign or advertisement on the outside of the Premises or on any wall or window outside the Premises other than a sign showing the name in the position specified by the Landlord, subject to that sign being of a size, colour and position approved by the Landlord and at the end of the Lease the Tenant shall remove any sign and make good any damage caused to the Premises by the sign or advertisement of the Landlord.
- 3.1.20 With regard to the Premises:
- a) to comply with any Regulations in relation to the Premises or to the Tenant's use of the Premises;
 - b) without the prior written consent of the Landlord, to take all necessary steps to comply with any Regulations in connection with the Premises and to take any other action which the Landlord acting reasonably may require;
 - c) not to apply for any permission in relation to the Premises without the prior written consent of the Landlord;
 - d) to comply with any permissions relating to or affecting the Premises;
 - e) to comply with any Regulations (Construction (Design and Management) Regulations) in relation to the Premises commencing any works to make a repair to the Premises in accordance with Regulation 4(8) to the effect that the Tenant shall, for the purposes of the Regulations, to give the Landlord the necessary consent 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 make good the same and the Landlord liable under any law or regulation;
 - h) not to apply for any consent of the Landlord to apply for an Energy Performance Certificate in respect of the Premises.
- 3.1.21 Not to acquire any easements or rights over the Premises or any land which may result in the acquisition of a right or easement over the Premises.

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- a) the Tenant shall not assign the Lease to the Landlord; and
- b) the Tenant shall not assign the Lease to the Landlord in any way that the Landlord requires in writing, subject to the condition that the assignment is not adverse to the Tenant's business interests.

3.1.22 With regard to the Premises:

- a) not to let the Premises on a lease or trust for another;
- b) not to let the Premises be occupied by the whole or any part of the Premises;
- c) not to let the Premises be used for the possession or occupation of the whole or any part of the Premises;
- d) not to let the Premises be used for any part of the Premises;
- e) not to let the Premises be used for any part of the Premises;
- f) not to let the Premises be used 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;
- g) not to let the Premises be used for any part of the Premises; and
- h) not to let the Premises be used as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent impose one or more of the Underletting Requirements set out in clause 3.1.23.

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

- a) that the assignee shall be 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 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 under this Lease in such form as the Landlord may require.

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- a) give notice of the claim as soon as reasonably practicable after the date of knowledge of the claim; and
- b) provide the Tenant with all information and assistance in relation to the claim that the Tenant may reasonably require, subject to the Tenant paying all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the loss (including the Tenant's cost) where it is reasonable for the Tenant to do so.

3.1.30 To comply with the provisions set out in the Third Schedule and any other reasonable requirements made by the Landlord from time to time in the interest of the Premises and their management.

3.1.31 To pay or contribute towards a fair proportion (to be determined by the Landlord) of the costs and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and (where necessary) repainting any Conduits, structures or other items which are or may be of being used by the Premises in connection with the business.

3.1.32 Within 28 days of the Tenant's consent, transfer, underlease or charge of the Premises, the Tenant (or any person) to provide to the Landlord a copy of the relevant document together with the relevant registered titles to the Landlord.

3.1.33 If this Lease is subject to compulsory registration at the Land Registry, the Tenant to ensure that this Lease to apply to the Land Registry and once the registration has been completed, to provide to the Landlord a copy of the relevant titles to the Landlord.

3.1.34 At the end of the Lease and as soon as the Landlord reasonably requires, the Tenant to close down the Premises and to remove entries in relation to it from the Land Registry and the relevant registered title.

3.1.35 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 the guarantor to execute a deed of guarantee acceptable to 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 have quiet enjoyment of 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.

4.1.2 To insure (including against any plate glass at the Premises) the Premises against the Insured Risks for the full reinstatement value, including reasonable costs and incidental expenses, debris

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this will not affect any right or remedy

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yed by any Insured Risk so as to be
ance is not vitiated or payment of the
art through any act, neglect or default
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struction for a period of three years or
occupation or use by the Tenant,

- 5.3 Nothing in this Lease shall affect the right to enforce, or to prevent the release or modification of, any covenants, rights or conditions to which any adjoining premises are subject.
- 5.4 The parties agree that a third party who is not a party to this Lease has no right arising solely by virtue of the Landlord (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 representation that the Premises may lawfully be used for any purpose specified in clause 1.2 of this Lease.
- 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 first class post or otherwise delivered to or left at the address specified in clause 6.2 or to any other address in the United Kingdom which the recipient has specified as its address for service by giving notice in writing to the Landlord within 14 days' notice under this clause 6.
- 6.2 A notice served on a party to this Lease shall be deemed to have been served on:
 - 6.2.1 a company registered in the United Kingdom at its registered office;
 - 6.2.2 a person or partnership registered 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 to this Lease, if 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 writing to the Landlord by the time for the registered proprietor or partner to give notice under paragraph LR2.1 at the beginning of this Lease, if such address is given, at its last known address in writing to the Landlord;
 - 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 are a party to this Lease, 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 accordance with clause 6.2 shall be deemed to have been served on the second working day after the date of posting or delivery by first class post or special delivery or at the time the notice is given to or left at that address if delivered to or left at that address.
- 6.4 If a notice is treated as served in accordance with clause 6.2 on a day that is not a working day or after

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Lease.

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7. [Termination by Land

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the Lease or on the date when that

8.4 If the Lease en
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n in this Lease.

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9. [Guarantor's Covenan

9.1 The Guarantor:

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

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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
any supplemental documents to this

9.1.3 Covenan

as primary obligor to indemnify the

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9.4.4 any death of the Tenant or any change in the constitution or status of the Tenant or any other person who is liable, or of the Landlord;

9.4.5 any amalgamation, reconstruction or other restructuring undertaken by any party with any other person, any assignment of the whole or any part of the assets or liabilities of any party to any other person;

9.4.6 the existence of any relation to the Guarantor of an Act of Insolvency;

9.4.7 anything done by the Landlord by deed.

9.5 The Guarantor shall not be in competition with the Landlord in the event of the insolvency of the Guarantor. The Guarantor shall not take any security, indemnity or other benefit out of the Tenant's obligations under this Lease.

9.6 Nothing in this Lease shall limit any liability on the Guarantor that would have been incurred had it been the tenant of this Lease.]

10. Applicable Law and Jurisdiction

10.1 This Lease and any obligations arising out of or in connection with it will be governed by the law of England and Wales.

10.2 Subject to clause 10.3, any disputes in this Lease requiring a dispute to be settled by arbitration, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this Lease in relation to any non-contractual obligations.

10.3 Any party may bring proceedings in respect of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in the competent jurisdiction.

THIS LEASE has been executed and entered into on the day on which it has been dated

[Execution clauses for landlord]

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)

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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 a director)

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 guarantors]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the Guarantor is an individual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

First Schedule to the Tenant

1. The right to connect to 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 pass over any pipes, cables or conduits from any adjoining premises owned by the Landlord.
3. [The right in common with the Landlord and others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property which are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles over the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - c) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over or in the Landlord's Neighbouring Property or any part thereof under the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* do not apply.]

Second Schedule – Rights Reserved to the Landlord

1. The right to the passage of water, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and utilities from and to any adjoining or neighbouring premises to or from 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 energy meters 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:
 - 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 purpose that the Landlord is expressly entitled to or required to do under the Lease for any other reasonable purposes in connection with this Lease and 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 (if 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 for as long a period as is reasonably necessary; and

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i) where reasonably necessary, any rights outside the normal business hours of the Premises;

6. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof of the Premises if the Landlord may require.]

7. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Tenant is to do so) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of light and air to the Premises and do not require the Tenant to shore up the Premises;

- a) giving the Tenant details of the works to be carried out;
- b) consulting with the Tenant in respect of the prevention of potential interference;
- c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
- d) taking into consideration the quality of construction and workmanship;
- e) taking reasonable steps to prevent interference to the Premises by noise, dust and vibration and to consider the Tenant's suggestions for limiting any interference;
- f) making good any physical damage to the Premises or its contents.

8. The right, where necessary, to place scaffolding and other equipment on the Premises and to erect or use any equipment on the Premises or outside any buildings on the Premises in exercising the right, provided that:

- a) any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises made good;
- b) the scaffolding causes no obstruction to the entrance to the Premises;
- c) the scaffolding does not display any signs or notices and safety notices are not displayed on it (except for any health and safety notices) and the scaffolding does not obstruct or interfere with the display of any sign (including any sign) 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, at the request of the Tenant (and at the Landlord's expense) display a sign (approved by the Landlord) on the exterior wall of the Premises in front of the Premises so that it is clearly visible to the public.

9. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions on neighbouring premises any restrictions on the Tenant.

10. The right to support and maintain any building or premises owned by the Landlord adjacent to the Premises.

11. All rights of light or air which now exist or that might (but for this

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

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nt 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.

graph 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.

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.

Landlord's Neighbouring Property.

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

remain in any service area within the Landlord's Neighbouring Property for the 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.

the Premises nor shall anything be thrown out of the windows of the Premises.

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

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.

uses nor any machinery or equipment on the Premises.

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

Premises without the previous written approval of the Landlord.

10. Not to place or expose upon the Landlord's Neighbouring Property any goods or materials.

upon the Landlord's Neighbouring Property any goods or materials.

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Provisions

- 1. The Annual Rent shall be the greater of the Annual Rent payable from that Review Date and the Open Market Rent as at the Relevant Review Date.
- 2. The Landlord and the Tenant shall, before each Review Date but not later than three months before the Open Market Rent has been unconditionally agreed, submit to the Independent Expert a proposal for the Open Market Rent. The Independent Expert shall, before or after the Relevant Review Date, require that the determination of the Open Market Rent be referred to an Independent Expert provided that if the parties do not so agree the determination of the Open Market Rent will be binding on the parties.
- 3. The Independent Expert shall:
 - 3.1 act as an expert;
 - 3.2 invite the Landlord and the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Landlord and the Tenant an opportunity to make counter proposals;
 - 3.4 give written reasons for his determination which will be binding on the parties.
- 4. The Independent Expert's determination shall be borne between the Landlord and the Tenant in such proportion as the Independent Expert shall determine or in the absence of such determination equally between the Landlord and the Tenant.
- 5. If the Open Market Rent is determined by any Relevant Review Date:
 - 5.1 the Tenant shall pay the Open Market Rent at the date when the Open Market Rent has been ascertained at the yearly rate payable for the Relevant Review Date;
 - 5.2 the amount of the Open Market Rent actually payable from such Relevant Review Date to the next Relevant Review Date shall be the amount demanded by the Landlord will demand the difference (if any) between the amount actually paid and the amount that would have been payable if the Open Market Rent had been ascertained before the Relevant Review Date;
 - 5.3 the Tenant must pay the difference to the Landlord within 10 working days after that demand is made. Interest on that difference at the rate of Barclays Bank plc shall be payable from the date of demand. Interest shall not be payable on that difference until it becomes payable to the date of payment. If not paid, the difference shall be treated as rent in arrear.
- 6. When the Open Market Rent is determined pursuant to the provisions of this Schedule, the Landlord and the Tenant shall complete a memorandum (in duplicate) setting out the amount of the Open Market Rent payable under this Lease from the Relevant Review Date and the amount of the difference signed by or on behalf of the Landlord and the Tenant respectively.
- 7. Time is not of the essence in carrying out any of the steps under this Schedule.

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