

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. k if not registered. andlord's title number(s)>></i> Other title numbers <i>le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made. her title number(s)>></i>
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>	Name of Landlord>> Address of Landlord>> Company number>> Name of Tenant>> Address of Tenant>> Company number>> (if any) Name of Guarantor>> Address of Guarantor>> Company number>> Parties <i>Capacity of each party, for example ent company", "guarantor", etc. Name of other party>></i> 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>	In the event 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>>

S A M P L E

<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 granted</p> <p><i>Include only the appropriate statement(s) (if more than one option 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 clause, schedule or paragraph of 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 is an administrator or a liquidator in relation to the Tenant or any guarantor;
- (c) the Tenant or any guarantor has made an application to appoint 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 has been struck off or any guarantor from the Register of Companies as a result of an application for the Tenant or any guarantor;
- (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 in a bankruptcy order, the

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

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

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

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

... 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);

... 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 as a result of an application for the Tenant or any guarantor;

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

... ation for a bankruptcy order, the

pres... of 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... Partnerships Order 1994 (SI 1994/2421) (as
amende... partnership (as defined in the Limited
Liability... subject to the modifications referred to
in the L... Partnerships 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, including the Landlord's liability for the Premises' Public Liability and Rent;
 - (c) insure the Premises against fire and third party liability; and
 - (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 that the Tenant will incur in reinstating the Premises damaged by an Insured Risk;
- (f) a sum of money that the insurers refuse to pay following an Insured Risk to the Premises because of the Tenant's failure to act; and
- (g) any amount of premiums that the insurers may require as a condition of payment or retention of any permitted alteration to any lawful occupier's use of the Premises.

'Insured Risks'

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

'Landlord'

includes the Landlord and the persons who have the 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, with vacant possession and without any improvements, for a term of years equivalent to the [Term][residue of 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 to be fully restored;

(b) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

(c) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

(d) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

and on the provisions for the review of the rent;

(a) the rent;

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

(c) any other benefit received by the Tenant in connection with the grant of this Lease; and

(d) <

there be any effect on rent of:

(a) the presence of any lawful sub-tenant or their respective persons in occupation of the Premises;

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

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

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

'Permitted Use'

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

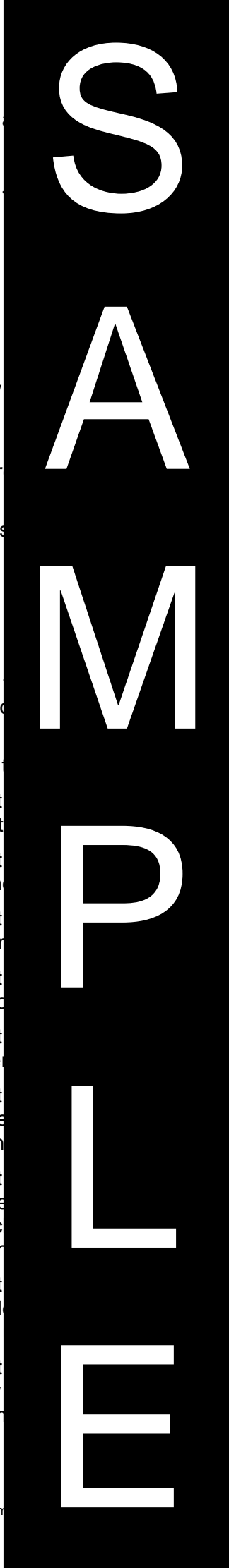
OR

[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	Lease; aragraph LR6 at the beginning of this
'Title Matters'	means	list of do out 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 rent in advance on the Rent Days; (b) that Lan sections 24 to 28 (inclusive) of the 54; (c) that wanted for a fine or premium or a reverse premium; (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 alterations those in this Lease; (f) that provisions for review of the rent reserved on the basis and dates on which the Ann 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 sum ole of the Insurance Rent and other Rent, payable by the Tenant under this



Lease
(j) that
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any other provisions that are
the terms of this Lease and the nature

‘VAT’

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by the Value Added Tax Act 1994 (and
ed references to rent or other monies
exclusive of any VAT charged or

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each reference in this Agreement to:

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to any day other than a Saturday,
y in England and Wales;

1.2.3 a statute
provision

tute is a reference to that statute or
ed at the relevant time;

1.2.4 “this Agr
Schedule

to this Agreement and each of the
mented at the relevant time;

1.2.5 a Schedu

Agreement; and

1.2.6 a clause
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ference to a clause of this Agreement
aragraph of the relevant Schedule.

1.3 In this Agree

1.3.1 any refe
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ides a natural person, corporate or
or not having separate legal

1.3.2 words im

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1.3.3 words im

de any other gender;

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the Term

h include any sooner determination of
ion of time;

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obligation

t to do an act or thing includes an
uch act or thing to be done;

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neglect o
servants

default of the Tenant include the act,
of the Premises and their respective

1.3.7 the claus
taken into

part of this Lease and are not to be
ion or interpretation; and

1.3.8 referenc
collateral

de any document supplemental or
uant to its terms.

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 any other method if the Landlord so requires) on the Rent Days, beginning on the first Rent Day after the Commencement Date and ending on the day before the last Rent Day before the end of the Term;

2.2.2 on demand the Insurance Rent;

2.2.3 any other Rent 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 period in arrears e.g. 7 days>> (whether or not the Tenant has been formally demanded by the Landlord) and if the Landlord refuses to accept rent so payable, the Tenant must on demand pay to the Landlord Interest (on the amount of the arrears) calculated on a daily basis on the amount of the arrears from the due date until the date on which payment is made.

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

a) tax (including stamp duty) payable; and

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

3.1.4 To pay or discharge all charges incurred relating to water, sewerage, surface water drainage, electricity, oil, gas, telephone, telegraph, communications, internet, data services, and other supplies or utilities supplied to the Premises.

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Premises (including charges and meter rents).

3.1.5 If the Landlord demands that the Tenant pay for the loss because it has been allowed during the Term, the Tenant shall be liable for the loss to the Landlord on demand.

3.1.6 To keep the Premises in good and substantial repair and condition and to pay for any damage results from any of the risks insured under Clause 4.1.2 unless the money is refused by reason of any act, neglect or default of the Landlord (or any person).

3.1.7 [To clean and polish the coverings in the Premises as often as is reasonable and in the final three months of the Term, to renew and replace coverings or coverings of a colour and quality approved by the Landlord.]

3.1.8 To decorate the interior of the Premises as often as is reasonable and in the last three months before the end of the Term, any external colour scheme must first be approved by the Landlord and proper preparation must be carried out in a good quality materials that are appropriate to the Premises and appropriate preparatory work.

3.1.9 To keep the Premises tidy and free of rubbish and other items which are not built upon clean and sound foundations.

3.1.10 At the end of the Term, the Tenant shall:
a) to repair the Premises to the satisfaction of the Landlord in the repair and condition required by Clause 3.1.6;

b) if the Tenant has fixed to the Premises any items, to remove all items the Tenant has fixed to the Premises and to make good any alterations the Tenant has made to the Premises and to make good any damage caused to the Premises;

c) to remove from the Premises all of the Tenant's possessions from the Premises; and

d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations and other matters.

3.1.11 If, following the end of the Term, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:

a) the Landlord may sell the possessions; and

b) the Landlord shall be liable to the Landlord against any liability incurred by the Landlord or any party whose possessions have been sold or disposed of in the mistaken belief that the possessions were the Tenant's.

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c) the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.

3.1.12 To permit the Landlord, its agents, Surveyors or other persons, at reasonable times on reasonable prior notice (excluding notice of emergency repairs) to enter and inspect the Premises and:

a) if the Landlord, its agents, Surveyors or other persons, or Surveyor gives to the Tenant (or its agents, Surveyors or other persons) notice of any repairs or maintenance which it is obliged 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, its agents, Surveyors or other persons, or Surveyor, in compliance with clause 3.1.12 a), to permit the Landlord, its agents, Surveyors or other persons, to enter the Premises and carry out the works at the Tenant's expense and to require the Tenant to pay to the Landlord on demand (excluding any amount in respect of any debt) the proper expenses of such works, including the costs of the Landlord's agents, Surveyors and other fees).

3.1.13 To allow the Landlord, its agents, Surveyors or other persons, to exercise any right to enter the Premises to do so for the purpose of carrying out any repairs, alterations or improvements, or for the purpose of employing contractors, agents and professional advisers, at any reasonable time (whether or not during normal business hours) and, except in the case of an emergency, to require the Tenant to give reasonable notice (which need not be in writing) to the Tenant.

3.1.14 To pay to the Landlord, its agents, Surveyors or other persons, and on an indemnity basis all costs, charges, expenses (including legal costs and professional fees) properly incurred by the Landlord, its agents, Surveyors or other persons, in connection with the enforcement of any of:

a) the enforcement of any covenants of this Lease;

b) any obligations in this Lease, including the obligations to give notice under section 146 of the Law of Property Act 1925;

c) any obligations in this Lease which require the Tenant to obtain 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) [carry out any works to improve the Premises to improve their appearance or condition, where the Tenant in its absolute discretion is of the opinion that the Landlord doing so;] and

e) the preparation and execution 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 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:

erect, alter or remove any 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 effect on the performance of the Premises and which shall be subject to the Tenant:

- a) giving the Landlord <<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 good and workmanlike manner and in accordance with any necessary permission, consent or approval of the Landlord;
- c) reinstating the Premises to their former state and condition on or before the completion of the works, if the Landlord by notice in writing requires the Tenant to do so; and
- d) informing the Landlord of the cost of any alterations or additions carried out, except any which are trade or tenant's fixtures, and ensuring that such fixtures are practicable and so that the Landlord will not be required to effect any necessary increase in the rate of rent for the Premises are insured unless the Tenant has arranged otherwise.]

3.1.18 In all cases:

the Tenant shall engage a professional architect or architect in conjunction with a professional quantity surveyor (Design and Management)

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works carried out to the Premises
consent is required for them under this
Regulations and to provide the Landlord
with a health and safety file upon completion of

3.1.19 Not to ex
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sign or advertisement on the outside of
the Premises other than a
name in the position specified by the
Premises, subject to that sign being of
design approved by the Landlord and at
the Tenant's expense to erect, maintain
any sign and make good any damage
caused to the Premises or the Landlord.

3.1.20 With rega

in respect of the Premises:

a) to co
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access to the Premises or to the Tenant's
Premises;

b) withi
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by the Tenant of any notice or other
document to the Premises to send a copy to the
Landlord to take all necessary steps to comply
with the communication and take any other action
that the Landlord acting reasonably may
require;

c) not
with

the Tenant's permission in relation to the Premises
without the consent of the Landlord;

d) to co
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any permissions relating to or affecting

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Construction (Design and Management)
Regulations before commencing any works to make a
copy of Regulation 4(8) to the effect that the Tenant
acknowledges the purposes of the Regulations, to give the
Landlord the right to inspect and to fulfil the obligations of the
Regulations;

f) to ke
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complied 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 other requirements
imposed by the Landlord and to allow the Landlord to inspect it from
time to time;

g) to n
Prem
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responsibility of any defect or disrepair in the
Premises and to hold the Landlord liable under any law or
contract;

h) not v
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the Tenant's consent of the Landlord to apply for an
Energy Performance Certificate in respect of the Premises.

3.1.21 Not to
Premises
easemen

consent of the Landlord to acquire any easements to be acquired over the
Premises which may result in the acquisition of a right or
interest in the Premises.

- 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, in its sole discretion, so long as the Landlord meets the conditions set out in clause 3.1.22, provided that the assignment is not adverse to the Tenant's business interests.

3.1.22 With regard to the assignment of the Lease, the Tenant shall:

- a) not to assign the Lease to any other person in trust for another;
- b) not to assign the Lease to any other person to occupy the whole or any part of the Premises;
- c) not to assign the Lease to any other person in possession or occupation of the whole or any part of the Premises;
- d) not to assign the Lease to any other person in any part of the Premises;
- e) not to assign the Lease to any other person in the Premises;
- f) not to assign the Lease to any other person 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 assign the Lease to any other person in the Premises; and
- h) not to assign the Lease to any other person 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 that the Landlord may impose in relation to an assignment of the Lease shall be:

- a) that the assignee is a natural person 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 arrangement;
- b) that the assignee enters into an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Guarantor Agreement") in such form as the Landlord may require;
- c) that the assignee is, in the Landlord's reasonable opinion of sufficient creditworthiness, to enable it to comply with the conditions contained in this Lease;
- d) that the assignee provides a guarantee and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require.

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e) that the Tenant shall pay to the Landlord a rent deposit deed in such form as the Landlord may require with the Landlord providing for a period of not less than <<e.g. six>> months' Annual Rent (plus interest) at the date of the assignment) as security for the performance of the tenant's covenants in this Lease and for the return of the deposit; and

f) that the Tenant shall pay to the Landlord the amount of the Annual Rent or any other sum payable under this Lease and that any material breach of this Lease by the Tenant has been remedied.

3.1.24 To permit the Landlord at any time during the Term to enter the Premises for the purpose of showing a suitable part of the Premises a notice for re-letting to potential tenants and buyers to view the Premises at such times (accompanied by the Landlord or its agent).

3.1.25 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which increases any liability by the Landlord to repay the Landlord on demand.

a) to comply with the terms and conditions of the Landlord's insurers and not to do anything which could invalidate any insurance;

b) if the Landlord's insurers increase the premium payable by the Landlord to repay the Landlord on demand.

3.1.26 To pay the Landlord the amount of any VAT payable supplies made to the Tenant in connection with this Lease on the due date for making any payment or, if earlier, the date on which the supply is made for VAT purposes.

3.1.27 Where the Landlord is required to pay the Landlord or in connection with this Lease, to pay the Landlord any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord or its agent except to the extent that the Landlord or its agent has paid such VAT under the Value Added Tax Act 1994.

3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, expenses, charges, costs, and liabilities incurred by the Landlord's own action, or in connection with the management of any right arising from:

a) the use of the Premises or the Tenant's use of the Premises;

b) the exercise of the Tenant's rights; or

c) the operation of the Premises.

3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall not be liable to pay to the Tenant any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord or its agent except to the extent that the Landlord or its agent has paid such VAT under the Value Added Tax Act 1994.

a) give to the Landlord the amount of the claim as soon as reasonably practicable.

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- practise of it;
- b) provide information and assistance in relation to the Premises which the Tenant may reasonably require, subject to the Tenant paying all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the Tenant's cost) where it is reasonable for the Landlord 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 interests of the Premises and its 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 carrying out, repairing, replacing, maintaining, cleansing and (where necessary) demolishing any Conduits, structures or other items which are or may be of being used by the Premises in connection with the Lease.

3.1.32 Within 21 days of the completion of the Premises (or any part thereof) the Tenant, or any person acting on behalf of the Tenant, shall deliver 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 not registered at the Land Registry, the Tenant shall cause a provisional registration at the Land Registry, of this Lease to apply to the Land and once the registration has been completed, the Tenant shall cause the relevant titles to the Landlord.

3.1.34 At the end of the Lease and on the removal of the Tenant's fixtures and fittings from the Premises, the Tenant shall deliver to the Landlord the original of this Lease and shall cause the Landlord to remove entries in relation to it from 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 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 arising out of anything committed 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 cost including any recoverable VAT, provided that the cost of such insurance shall not exceed the cost of removal, replacement and reinstatement of the Premises.

obligation

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

b) to supply cover subject to any exclusions or limitations as the insurers may impose

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

a) provide cover which is not substantially equivalent in layout or design so long as it is substantially equivalent to that previously at the Premises

b) repair the Premises if the Tenant has failed to pay any of the Insurances

c) repair the Premises after a notice has been served pursuant to clause 4.2

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. On giving notice this Lease shall determine and the Tenant shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any damages (other than any insurance for plate glass) shall be payable by the Tenant.

5. Provisos and Agreements

5.1 The parties agree that:

5.1.1 any rent which is not paid by the Tenant within the time of time rent is allowed to be in arrears (whether formally demanded or not); and

5.1.2 the Tenant shall not be liable for interest on any such arrears;

5.1.3 there is no assignment, sublease or mortgage of the Premises without the prior written consent of the Landlord, which consent shall be given (or any part of them) at any time after the request therefor, and on doing so this will not affect any right or remedy available to the Landlord under this Lease.

5.2 If the Premises are rendered wholly or partly unfit for occupation by any Insured Risk so as to be prevented from being occupied, the insurance is not vitiated or payment of the premium shall not be required, but if the loss or damage through any act, neglect or default of the Tenant, or any person claiming through him, a fair proportion of it will cease to be payable from the date of the loss or damage, until the Premises are again occupied or use by the Tenant, whichever is the later date.

5.3 Nothing in this Lease shall be construed as giving the Tenant the right to enforce, or to prevent the enforcement of, any of the provisions of this Lease.



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

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

5.4 The parties agree that no party to this Lease has no right arising solely by virtue of the Landlord's Rights of Third Parties Act 1999 to enforce any term of this Lease.

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

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

g in this Lease constitutes or shall constitute a residential use and 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.

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

6. Notices

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6.1 Any notice given under this clause must be in writing and sent by pre-paid 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 under this clause 6.

with this Lease must be in writing and sent by pre-paid 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 under this clause 6.

6.2 A notice served on:

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6.2.1 a company registered in the United Kingdom;

partnership registered in the United Kingdom;

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

ated in a country outside the United Kingdom; or the address for service in the United Kingdom of the deed or document to which they are a party has been given at their last known address;

6.2.3 anyone else:

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

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

b) in the United Kingdom, at the Premises;

the Premises;

c) in the United Kingdom, at the address of that party set out in the deed or document to which this Lease is given, which they gave the guarantee; and

at the address of that party set out in the deed or document to which this Lease is given, which they gave the guarantee; and

d) in the United Kingdom, at their last known address in the United Kingdom.

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

6.3 Any Notice given under this clause must be in writing and delivered on the second working day after the date of posting or otherwise delivered by first class post or special delivery or at the time the notice is given to or left at that address.

ved on the second working day after the date of posting or otherwise delivered by first class post or special delivery or at the time the notice is given to or left at that address.

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

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

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immediately follow

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

not a valid form of service under this

7. **[Termination by Landlord]**

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

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

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

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

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

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

8. **[Termination by Tenant]**

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

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

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

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

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

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

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

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

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

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

9. **Exclusion of Security of Tenure**

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

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

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

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

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

who made the declaration on the Tenant's behalf is not a tenant for the purposes of the Regulatory (Landlord and Tenant) (Easements) (England and Wales) Order 2003.

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

quant to section 38A (1) of the Landlord and Tenant (Easements) Act 1990 (sections 24 to 28 (inclusive) of the

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Landlord and Tenant by this Lease.

provided in relation to the tenancy created

10. [Guarantor's Covenants]

10.1 The Guarantor:

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

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

10.1.2 Covenants shall ensure that the Guarantor shall be the primary obligor, and separate to the covenants shall ensure that the Guarantor shall indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's acts or omissions or comply with the Tenant's obligations under any supplemental documents to this Lease);

primary obligor, and separate to the to indemnify the Landlord against all losses caused to the Landlord by the Tenant's acts or omissions or comply with the Tenant's any supplemental documents to this

10.1.3 Covenants shall ensure that the Guarantor shall be the primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's acts or omissions or voluntarily entering into any company arrangement or other scheme having the effect of impairing, compromising or frustrating the obligations of the Guarantor in this clause 10.

is primary obligor to indemnify the s, damages and expenses caused to 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

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

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

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

ncluding payment of the Landlord's of the Premises:

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

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

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

his Lease would have ended if the g-off had not happened;

c) at the termination or forfeiture of this Lease; and

ms payable;

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

e 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

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

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

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

and conditions as this Lease; or

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10.2.2 pay the sums due under the rent which would be payable on forfeiture

the rents, any outgoings and all other sums due under the amount equivalent to the total of the rents and other sums due under this Lease that are due within 6 months following the disclaimer,

10.3 If clause 10.2.2 must release the Tenant (but that will not affect the Tenant's obligations under this clause 10 in relation to any prior breaches).

of the payment in full, the Landlord shall release the Tenant from all obligations under this clause 10 in relation to any prior breaches).

10.4 The Guarantor's obligations shall be discharged or discharged by:

discharged or discharged by:

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

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 terms of the Lease (but that a surrender of part will end the obligations of the surrendered part);

but that a surrender of part will end the obligations of the surrendered part);

10.4.3 any right to set aside or vary any judgment or order of a court which may have been made against the Tenant or the Guarantor

the Tenant or the Guarantor

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 constitution or status of the whole or any part of the assets or of any other person;

change in the constitution or status of any other person who is liable, or of any party with any other person, any change in the constitution or status of the whole or any part of the assets or of any other person;

10.4.5 any amalgamation, reconstruction or other re-structuring or other person;

any party with any other person, any change in the constitution or status of the whole or any part of the assets or of any other person;

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

relation to the Guarantor of an Act of Insolvency

10.4.7 anything done by the Landlord by deed.

done by the Landlord by deed.

10.5 The Guarantor shall not take any security, indemnity or other benefit from the Tenant's obligations under this Lease.

competition with the Landlord in the performance of the Tenant's obligations under this Lease.

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

any liability on the Guarantor that exceeds the liability which would be incurred if the Guarantor were it the tenant of this Lease.]

11. Applicable Law and Jurisdiction

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

obligations arising out of or in connection with this Lease and Wales.

11.2 Subject to clause 11.1, any dispute arising out of or in connection with the obligations under this Lease shall be referred to and finally determined by arbitration in accordance with the Arbitration Act 1996. The arbitration shall be conducted in accordance with the Arbitration Act 1996. The arbitration shall be conducted in accordance with the Arbitration Act 1996. The arbitration shall be conducted in accordance with the Arbitration Act 1996.

disputes in this Lease requiring a dispute to be referred to and finally determined by arbitration, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the obligations under this Lease in relation to any non-contractual obligations.

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

of the courts of England and Wales for an order in relation to any non-contractual obligations.

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contractual obligation

competent jurisdiction.

THIS LEASE has been executed and dated

on the day on which it has been

[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)

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)

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)

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

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<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarant

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company exe

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 exe

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 _____ual)

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



Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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First Schedule to the Tenant

1. The right to connect to mains for the passage of gas, electricity, water, oil, telephone, heating, internet, data communications and similar supplies or utilities.
2. The right to support and ... from any adjoining premises owned by the Landlord.
3. [The right in common with others authorised by the Landlord to:
 - a) use for the purpose of ... on foot only to and egress from the Premises, the foot ... and emergency escapes within the Landlord's Neighbouring Property are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of ... to and egress from the Premises with or without vehicles ... the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - c) <<insert details of a ... granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over neighbouring property, ... of Property Act 1925 and the rule in *Wheeldon v Burrows* do ...]

Second Schedule to the Landlord and Tenant Act 1954

1. The right to the passage of water, gas, electricity, oil, telecommunications, internet, data communications and other services 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) reviewing or measuring the performance of the Premises including to install and to monitor energy saving devices within or relating to the Premises and to prepare an EPC;
 - b) estimating the current or potential energy consumption 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 the purpose of:
 - a) giving the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Tenant must be given as much notice as may be reasonably practicable);
 - b) observing the Tenant's premises where that includes being accompanied by the Tenant's representative (if available);
 - c) observing any specific provisions of the Landlord's entry set out in this Lease;
 - d) causing as little interference with the Tenant's business as reasonably practicable;
 - e) causing as little physical damage to the Premises as reasonably practicable;
 - f) repairing any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out any work, obtaining the Tenant's approval to the location, method of working and execution of, the work; and
 - h) remaining 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 on any adjoining premises (whether or not the Landlord is to do so) as the Landlord in its absolute discretion considers necessary if these works interfere with the flow of light and air to the Premises or if in connection with those works to underpin and shore up the Premises or the Landlord:

- a) giving the Tenant details of the works to be carried out;
- b) consulting with the Tenant in relation to 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 nature of construction and workmanship;
- e) taking reasonable steps to prevent interference to the Premises by noise, dust and vibration and in relation thereto, consideration 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 place equipment on the roof of 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 (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 and adjacent to the Premises.

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

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reservation) be acquire

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

Conditions

to keep any inflammable, volatile, dangerous or explosive materials on the Premises.

2. To make any application for a licence or registration which is required in connection with the Premises (including any licence under the Licensing Act 2003) and to comply with all laws and regulations relating to the Premises and to provide the Landlord with a copy of any document relating to the application.

paragraph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that the material in question is for the Tenant's business and will be kept in accordance with relevant regulations.

3. To maintain high standards of cleanliness in the Premises used for the display, service and consumption of food.

avoid all health hazards in 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 any licence under the Licensing Act 2003) and to comply with all laws and regulations relating to the Premises and to provide the Landlord with a copy of any document relating to the application.

for registration which is required in connection with the Premises (including any licence under the Licensing Act 2003) and to comply with all laws and regulations relating to the Premises and to provide the Landlord with a copy of any document relating to the application.

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.

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 on the Landlord's Neighbouring Property.

Landlord's Neighbouring Property.

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

vehicles may remain in any service area within the Landlord's Neighbouring Property for so long as is reasonably necessary for the purposes of loading or unloading of goods or materials and no vehicles may remain overnight.

8. No mat, brush or mop water may 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.

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.

to place 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 at the Premises nor any structure on the Landlord's Neighbouring Property.

structures nor any machinery or equipment on the Premises.

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

Premises without the previous written approval of the Landlord.

12. 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, determine the Open Market Rent. The parties shall 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 on the date when the Open Market Rent has been ascertained at the yearly rate payable for the Relevant Review Date;
 - 5.2 the Tenant shall pay the Open Market Rent actually payable from such Relevant Review Date. If 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 until the date of payment of that difference from the date of demand. Interest shall not become payable to the date of payment of that difference from the date of demand. Interest 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 names of the parties. The memorandum shall be signed by or on behalf of the Landlord and the Tenant respectively.
- 7. Time is not of the essence of any steps under this Schedule.

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view Date. The amount of the Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as at the Relevant Review Date.

amount of the Open Market Rent before the Relevant Review Date and the Open Market Rent shall not have been unconditionally agreed, the parties shall, before or after the Relevant Review Date, determine the Open Market Rent. The parties shall 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.

submit to him a proposal for the Open Market Rent with supporting documentation; give the Landlord and the Tenant an opportunity to make counter proposals; give written reasons for his determination which will be binding on the parties.

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.

ed by any Relevant Review Date: the date when the Open Market Rent has been ascertained at the yearly rate payable for the Relevant Review Date; actually payable from such Relevant Review Date. If 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; 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 become payable to the date of payment of that difference from the date of demand. Interest shall be treated as rent in arrear.

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 names of the parties. The memorandum shall be signed by or on behalf of the Landlord and the Tenant respectively.

ing of any steps under this Schedule.