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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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>> 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 of Property>> which is on the <<Insert er(s)>> floor of the Building (as defined .1) |

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LR5. Prescribed statements etc.

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

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

statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

This lease is made under, or by virtue of, provisions of:

- the Leasehold Reform Act 1967*
- the Leasehold Reform Act 1985*
- the Leasehold Reform Act 1988*
- the Leasehold Reform Act 1996*

LR6. Term for which the Property is to be granted

Include only the appropriate statement (or statements if more than one option completed) from the three options below.

NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.

including the commencement date>>

including the expiry date>>

as specified in this lease at clause/paragraph << >>

*as follows:
<< term>>*

LR7. Premium

Specify the total premium, including VAT where payable.

premium or "none">>

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

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

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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 the restriction is to be entered. If you wish to apply for more than one standard form of restriction, you may use the same clause to apply for each of them, but you must specify which title and full text of the restriction you are applying against.

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

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

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

If the Tenant is more than one person, complete this clause by omitting or adding an 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 following terms shall have the following meanings:

... text otherwise requires, the following

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

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

'Act of Insolvency' means:

(a) the making of a voluntary arrangement or a moratorium for the benefit of any guarantor;

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

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

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

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

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

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

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

(e) the making of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;

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

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

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

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

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

guarantor otherwise ceasing to exist (but excluding any guarantor or any guarantor dies); or
(i) the application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy order by the Tenant or any guarantor.

The provisions of this Act shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Regulations 2001 (SI 2001/1090)) (collectively referred to as "partnerships") subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and in relation to a partnership (as defined in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090)) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended) and in relation to any analogous proceedings or events that may be referred to in the legislation of another jurisdiction in relation to a partnership or partnership incorporated or domiciled in such jurisdiction.

'Annual Rent' means the rent payable by the Tenant per annum exclusive of VAT as reviewed under the Four Year Review.

'Arbitration' means the arbitration proceedings conducted under the Arbitration Act 1996 by a single arbitrator appointed by the Tenant or in default of agreement by the Chief Officer or acting Chief Officer) of the Institution of Chartered Surveyors on the written agreement of the Landlord or the Tenant;

'Building' means the building known as <<address of building>> with title number <<title number>> including all additions and improvements.

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

'Conduits' means the conduits for the transmission of water, gas, air, foul and electricity, oil, telephone, heating, data communications and similar supplies or utilities.

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

'Environmental Performance' means the energy and associated generation of greenhouse gases;

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‘Financial Year’

means the first consecutive Accounting Dates (including the first Accounting Date) or at the end of the Term means the period of 12 consecutive Accounting Dates ending at the end of the Term.

‘Independent Expert’

means a person agreed by the Landlord and Tenant or in default of agreement by the President (or the Chief Officer or other person named in the Charter) acting in a written request of the Landlord or the Tenant;

‘Initial Service Charge’

means the service charge >> per year;

‘Insurance Rent’

- means the sum of:
- (a) kept in accordance with the Landlord’s obligations;
 - (b) insurance of the Premises for Insurance Rent;
 - (c) insurance of the Premises for third party liability; and
 - (d) obtained from the Premises for insurance purposes from time to time and:
 - (e) the amount deductible under any insurance policy that the Landlord will incur in reinstating the Premises damaged by an Insured Risk;
 - (f) a sum that the insurers refuse to pay following an Insured Risk to the Premises because of the Insured Risk to act; and
 - (g) any other premiums that the insurers may require as a condition of or retention of any permitted use of the Premises for any lawful occupier’s use of the Premises.

‘Insured Risks’

means (but not limited to) subterranean fire), lightning, explosion, storm, landslide, heave, earthquake, burst or overflow of water, fire, aircraft or other apparatus, impact by aircraft or other aerial devices, impact by vehicles, terrorism and malicious damage to the extent, in each case generally available on normal commercial terms in force at the time the insurance is taken out, and any other risks which the Landlord reasonably insures from

time to
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ses to any excesses, limitations and
ers;

‘Interest’

means
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ate of interest on outstanding payments
bove the base rate for the time being of
rate or that bank ceases to exist) a
ed by the Landlord to the Tenant;

‘Interim Sum’

means
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Charge

account of the Service Charge for the
ed by the Surveyor (acting as an expert)
ate of the likely amount of the Service
question;

‘Landlord’

includes

the immediate reversion to this Lease;

**‘Landlord’s
Neighbouring
Property’**

means

ed by the Landlord near to the Premises;

‘Letting Unit’

means
Building
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or other unit of accommodation in the
ommodation provided for a porter or
e exclusively occupied (or intended for
otherwise than solely in connection with
ng or the provision of services to the

‘Open Market Rent’

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with vacant possession and without
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or (if the term then remaining is less
years] but starting on the Relevant

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dlord) the Landlord has complied with
this Lease;

(c) that
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y be used for the uses permitted by this

(d) that
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hetical lease the willing tenant will
ree period, rent concession or any
or amount that might be negotiated in
t purposes and that the Open Market
ecome payable after the end of that
nent of that inducement;

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wise contain the same terms and
Lease (including the provisions for
o contained) other than:

(a) the

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

(c) any other benefit or advantage; and

(d) <there be any benefit or advantage in respect of the Premises or rent of:

(a) the Premises or any part thereof by any lawful sub-tenant or their respective predecessors in title or any person in occupation of the Premises;

(b) any part of the Premises due to the carrying on there of any business by the Tenant or any lawful sub-tenant (whether by himself or his predecessors in such business);

(c) any person or any other party with a special interest in the Premises or any part thereof which he may lawfully make by reason of its occupation of the Premises;

(d) any works or operations carried out during the Term by the Tenant or any person acting on their behalf or on their own expense with the Landlord's consent in pursuance of an obligation to the Landlord or a person in title;

(e) any works or operations attributable to works that have been carried out by the Tenant or any of his predecessors in title or lawful title;

(f) any works or operations attributable to any temporary works, operations or alterations carried out on adjoining premises;

'Permitted Use'

[ENGLAND] the Premises shall be used only as a retail shop within use class E(a) of the Town and Country Planning (Use Classes) Order 1987]

OR

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

'Premises'

means the Premises as defined in paragraph LR4 at the beginning of this Lease in relation to the Premises;

(a) the walls, partitions, plaster, plasterwork, columns and pillars forming the structure of the Premises and other surface finishes and internal fittings of the Premises and all fittings and fixtures forming or bounding the Premises and all fittings and fixtures forming or bounding the Premises;

(b) every window, door, door frame, window frame, window including the glass, the frames and the panes of glass in the frames;

(c) the roof, ceiling, walls and partitions lying within the boundaries of the Premises;

(d) the floor, ceiling, walls or other surface finishes of the Premises, the roof, ceiling, walls or other surface finishes of the Premises, the joists or other structures to which the floor is fixed, including for the avoidance of doubt the ceiling tiles and the ceiling, and all other fittings and fixtures forming or bounding the Premises;

(e) the walls, partitions, plaster, plasterwork, columns and pillars forming the structure of the Premises and other surface finishes and internal fittings of the Premises and all fittings and fixtures forming or bounding the Premises and all fittings and fixtures forming or bounding the Premises;

(f) any other fittings and fixtures forming or bounding the Premises including the guard rails of any staircase or lift forming or bounding the Premises;

(g) all other fittings and fixtures forming or bounding the Premises exclusively;

(h) all gas, electricity, water and sanitary apparatus and all other fittings and fixtures forming or bounding the Premises and all other fittings and fixtures forming or bounding the Premises;

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fittings (other than tenant's fixtures and fittings) not excluded

but the

- (a) any fittings (other than any matters expressly included above) which are fixed to the underside of the joists or structures to which the upper surfaces of the joists or structures are fixed including the floor slab the floor slab of the balcony (if any);
- (b) any fittings (other than joists and other load bearing parts of the external or structural walls or load bearing columns) other than those surface finishes and coverings expressly included above;
- (c) any fittings (other than those which do not serve the Premises) which are not excluded

'Rent' means the amount payable by this Lease;

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

'Rent Days' means the days [1 September and 25 December] in each year;

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

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

'Review Date' means the years <<years>>] and "Relevant Review Date" accordingly;

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

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

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

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

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'Tenant' include assigns;

'Term' means paragraph LR6 at the beginning of this Lease or extension or continuation of it or period of holding

'Title Matters' means set out in the following documents: <<insert list of documents and landlord's title to the Premises>>;

'Underletting Requirements' means

- (a) that the rent is not less than the then open market rent payable in advance on the Rent Days;
- (b) that the Lease complies with sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954;
- (c) that the Tenant is not liable to be granted for a fine or premium or a reverse premium;
- (d) that the Tenant must not give the undertenant a rent free period (except for a period of up to 3 months to allow for any fitting out);
- (e) that the Lease contains provisions for change of use and alteration of use of the Premises, in addition to those in this Lease;
- (f) that the Lease contains provisions for review of the rent on the basis and dates on which the rent is payable under this Lease;
- (g) that the Lease contains provisions prohibiting dispositions of or subletting of the Premises other than an assignment or subletting, and then only with the prior written consent of the Landlord;
- (h) that the Tenant must give a direct covenant from the undertenant to perform all the tenant's covenants in the Lease;
- (i) that the Lease contains provisions requiring the undertenant to pay the whole of the Insurance Rent and other sums payable under the Lease, payable by the Tenant under this Lease;
- (j) that the Lease contains any other provisions that are necessary to give effect to the terms of this Lease and the nature of the Premises;

'VAT' means Value Added Tax by the Value Added Tax Act 1994 (and any subsequent amendments) and any references to rent or other monies payable or receivable are exclusive of any VAT charged or payable.

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing" means writing, but not email;

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1.2.2 a "working day" means any day other than a Saturday, Sunday or public holiday in England and Wales;

1.2.3 a statutory provision means a reference to that statute or regulation in force at the relevant time;

1.2.4 "this Agreement" means this Agreement and each of the Schedules referred to hereafter as if inserted at the relevant time;

1.2.5 a Schedule means a Schedule to this Agreement; and

1.2.6 a clause means a reference to a clause of this Agreement or a paragraph of the relevant Schedule.

1.3 In this Agreement

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1.3.1 any reference to a person includes a natural person, corporate or unincorporated body or not having separate legal personality;

1.3.2 words importing the singular number include the plural and vice versa;

1.3.3 words importing the masculine gender include any other gender;

1.3.4 a reference to a period of time includes any sooner determination of the end of that period of time;

1.3.5 any obligation to do an act or thing includes an obligation to cause such act or thing to be done;

1.3.6 references to the acts, omissions, neglect or default of the Tenant include the acts, omissions, neglect or default of the Premises and their respective servants and agents;

1.3.7 the clauses of this Lease and are not to be construed or interpreted; and

1.3.8 a reference to a document includes any document supplemental or collateral to that document and in accordance with its terms.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

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2. Demise and Rent

2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the same) the rights set out in the First Schedule, except for the benefit of the Landlord's Neighbouring Property and the rights set out in the Second Schedule and the other matters.

2.2 The Tenant must

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2.2.1 the Annual Rent must be paid in advance by bankers' standing order

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order (or 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 termination date.

- 2.2.2 on demand for Insurance Rent;
- 2.2.3 the Service Charges and contributions on account of it (payable as provided in Clause 2.2.1);
- 2.2.4 any other charges payable by the Tenant to the Landlord under this Lease; and
- 2.2.5 any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1 The Tenant covenants 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 of Rent is unpaid for more than <<maximum length of time in arrears e.g. 7 days>> (whether or not the Tenant has formally demanded payment) and the Landlord refuses to accept rent so as not to constitute a breach of this Lease, the Tenant must on demand pay Interest (on the amount in arrears) calculated on a daily basis on the amount in arrears from the due date until the date on which payment is made.
 - 3.1.3 To pay or discharge all rates, taxes, duties, levies, charges and financial impositions charged on the Premises:
 - a) tax (including stamp duty) payable; and
 - b) any other charges payable by the Landlord's dealing with its own interests.
 - 3.1.4 To pay or discharge all charges incurred relating to water, sewerage, drainage, electricity, oil, gas, telephone, telegraph, communications, internet, data, heating, cooling, lifts, supplies or utilities supplied to the Premises (including charges and meter rents).
 - 3.1.5 If the Landlord requires it because it has been allowed during the Term, to indemnify the Landlord on demand for any loss or damage to the Premises or the good that loss to the Landlord on account of the Tenant's breach of this Lease.
 - 3.1.6 To keep the Premises in good substantial repair and condition and to indemnify the Landlord 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 Tenant (or its agent).

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3.1.7 [To clean and repair coverings in the Premises as often as reasonable and to renew and repair coverings or coverings of a colour and quality first approved by the Landlord]

coverings in the Premises as often as reasonable and to renew and repair coverings or coverings of a colour and quality first approved by the Landlord]

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3.1.8 To decorate and repair (including any) and the inside of the Premises as often as may be necessary and also in the last three months of the Term, before the expiry of the Term, any changes in the external colour of the Premises by the Landlord. All decoration must be carried out in a proper and workmanlike manner using good quality materials that are suitable for the Premises and include all appropriate preparatory work.

any) and the inside of the Premises as often as may be necessary and also in the last three months of the Term, before the expiry of the Term, any changes in the external colour of the Premises by the Landlord. All decoration must be carried out in a proper and workmanlike manner using good quality materials that are suitable for the Premises and include all appropriate preparatory work.

3.1.9 To keep the Premises tidy and clean and to repair any damage to the Premises which are not built upon clean and sound foundations.

any damage to the Premises which are not built upon clean and sound foundations.

3.1.10 At the end of the Term:

a) to repair the Premises to the condition in which they were in at the start of the Term and to make good any damage caused to the Premises;

the Premises to the condition in which they were in at the start of the Term and to make good any damage caused to the Premises;

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

to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises;

c) to remove from the Premises all possessions belonging to the Tenant;

possessions belonging to the Tenant;

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 all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations;

3.1.11 If, following the expiry 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:

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;

the Landlord may sell the possessions;

b) the Landlord may sue the Tenant for the amount of the Tenant's liability to the Landlord against any liability insurance policy of the Tenant's party whose possessions have been sold in good faith and on a mistaken belief that the possessions belonged to the Tenant;

the Landlord may sue the Tenant for the amount of the Tenant's liability to the Landlord against any liability insurance policy of the Tenant's party whose possessions have been sold in good faith and on a mistaken belief that the possessions belonged to the Tenant;

c) the Landlord may sue the Tenant for the amount of the Tenant's liability to the Landlord for the cost of transportation, storage and sale incurred by the Landlord in connection with the sale of the possessions;

the Landlord may sue the Tenant for the amount of the Tenant's liability to the Landlord for the cost of transportation, storage and sale incurred by the Landlord in connection with the sale of the possessions;

3.1.12 To permit the Landlord or Surveyor to enter and inspect the Premises and:

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

a) if the Landlord or Surveyor gives to the Tenant (or any other person) notice of any repairs or maintenance to be carried out or of any other failure by the Tenant to carry out or of any other failure by the Tenant;

any other person) notice of any repairs or maintenance to be carried out or of any other failure by the Tenant to carry out or of any other failure by the Tenant;

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its obligations under this Lease, to
remedy such failure in accordance with
of two months from the date of the
and

b) if the
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y with clause 3.1.12 a), to permit the
ses and carry out the works at the
pay to the Landlord on demand
(rec... debt) the proper expenses of such
s, Surveyor's and other fees).

3.1.13 To allow
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ercise any right to enter the Premises to
contractors, agents and professional
ses at any reasonable time (whether
ours) and, except in the case of an
sonable notice (which need not be in

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charges,
Surveyor
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and on an indemnity basis all costs,
enses (including legal costs and
nal fees) properly incurred by the
ould be payable by the Landlord) in
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t covenants of this Lease;
bligations in this Lease, including the
notice under section 146 of the Law
nant for consent under this Lease,
withdrawn or consent is granted or
ses where the Landlord is required to
ndlord unreasonably refuses to give

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the Premises to improve their
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of a schedule of dilapidations served
the end of the Term.

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the Permitted Use [and only between
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- 3.1.16 With regard to the Premises, the Tenant shall:
- a) not to make any alterations to 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 Building;] and
 - d) [save as may be permitted in clause 3.1.17 below,] not to make any alterations of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be withheld or delayed).
- 3.1.17 [The Tenant shall not, without the prior written consent from the Landlord erect, alter or remove any partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the Building or have an adverse impact on the Energy Performance of the Premises or the Building and which shall be the Tenant's fixture subject to the Tenant:
- a) giving the Landlord <<notice period given to be carried out e.g. 2 months>> notice in writing before carrying out any such works;
 - b) carrying out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required;
 - c) reinsuring the Premises in their former state and condition on or before the date of completion of the works if the Landlord by notice in writing requires this;
 - d) informing the Landlord of the cost of any alterations or additions carried out and ensuring that the cost is 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 are insured unless the Tenant has agreed otherwise in writing.]
- 3.1.18 In all cases where the Tenant is required to obtain a Construction (Design and Management) Regulation Order for any works carried out to the Premises (whether or not such works are required under this Lease), the Tenant shall provide the Landlord with a copy of the Construction (Design and Management) Order and a 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 other than a sign showing the name of the Tenant in the position specified by the Landlord and on the entrance door to the Building and on the entrance door to the Premises, the sign being of a size, design, layout and



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3.1.22 With rega

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- b) not to occupy the whole or any part of the Premises;
- c) not to have possession or occupation of the whole or any part of the Premises;
- d) not to occupy any part of the Premises;
- e) not to use the Premises; and
- f) not to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of such consent require compliance with the conditions in clause 3.1.23;
- g) not to assign the Premises; and
- h) not to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of such consent impose one or more of the Underletting Requirements.

3.1.23 The conditions of the Premises shall not be imposed in relation to an assignment of the Premises:

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

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

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3.1.25 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which could invalidate any insurance; and
b) if the Tenant is required to do anything which increases any insurance premium payable by the Landlord to repay the Landlord on demand.

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

3.1.27 Where the Tenant is required to pay the Landlord or any other person any sum by way of a refund or indemnity in connection with this Lease, to the extent that the Landlord or other person is entitled to such VAT under the Value Added Tax Act 1994.

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3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, expenses, charges, costs, and liabilities of any third party and the Landlord's own incurred in defending or settling any action, or in respect of any personal injury or death, or damage to property or loss of or damage to any right arising from:

- a) the Tenant's use of the Premises or the Tenant's use of the Premises;
- b) the Tenant's negligence; or
- c) the Tenant's breach of the conditions of the Lease.

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3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall:

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

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- 3.1.30 With regard to the Common Parts (as defined in the Third Schedule):
- a) to take all such steps as may be necessary (without limitation) when bringing in or removing any baggage or luggage from the Premises;
 - b) to use any lift, staircase, lavatories and water closets in a careful manner and to make good any damage caused by improper or careless use;
 - c) to keep all lifts and staircases in the Common Parts in good repair and in good construction at all times.
- 3.1.31 To comply with all the provisions set out in the Third Schedule and any other regulations made by the Landlord from time to time in relation to the management of the Common Parts.
- 3.1.32 Where the Tenant is required to pay any charges or service charges referred to in this Clause 3.1.32 (including any Service Charge, to pay on demand to the Landlord (the amount to be determined by the Landlord) of the costs, fees and expenses incurred by the Landlord in insuring, repairing, maintaining, cleaning and (where appropriate) replacing or other items which are used or are to be used in the Premises in common with any other part of the Building and the Landlord's Property.
- 3.1.33 Within 28 days of the grant, transfer, underlease or charge of the Premises by the Tenant, any undertenant or any other person) to provide to the Landlord a copy of the relevant document together with any relevant registered titles to the Landlord.
- 3.1.34 If this Lease is not subject to compulsory registration at the Land Registry, the Tenant shall cause 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.
- 3.1.35 At the end of the Lease and on the termination of the Lease and to close the Land Registry and to remove entries in relation to it in relation to the registered title.
- 3.1.36 To notify the Landlord of any guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure the Landlord to accept a new guarantor acceptable to the Landlord enters into a deed of guarantee with the Landlord in the same terms as the original deed of guarantee.

4. Landlord's Covenants

4.1 The Landlord covenants

- 4.1.1 Subject to the provisions of this Lease, the Landlord shall, in respect of the rents and other sums due and payable by the Tenant under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord or any person permitted by the Lease.

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4.1.2 To insure (including any plate glass in the Building) against the Insured Risks for the full reinstatement cost including removal, debris recovery and incidental expenses, debris removal, and recoverable VAT, provided that the obligation is not to be discharged by any other insurance policy.

a) to insure in the London insurance market on terms which are no less favourable to the Landlord; and

b) to secure that there are no exclusions or limitations as the insurers may impose.

4.1.3 Subject to any necessary planning and other consents, to use the Premises (other than for loss of rent) to repair the damage caused by the Insured Risks (as the case may be) to repair the Premises. The Landlord shall not be obliged to:

a) provide a replacement which is not identical in layout or design so long as it is functionally equivalent to that previously at the Premises;

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

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

4.2 If, following damage to the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. On giving notice this Lease shall determine. This clause 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 obligation to repair (other than any insurance for plate glass) shall be deemed to be discharged.

4.3 The Landlord shall endeavour to provide the following services:

a) repair and maintenance of the Retained Property;

b) cleaning of the Retained Property;

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

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

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

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

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- g) provide a boiler for central heating and a supply of hot water to the Premises and to the storerooms and storerooms in the Building;
- h) provide cycle parking on those areas of the Retained Property for car parking and cycle parking;
- i) pay the rates and expenses in respect of the Retained Property and the Premises and the outgoing, costs and expenses for which the Tenant or occupier is directly liable;
- j) comply with any legal obligation relating or connected with the Retained Property and for which any tenant or occupier is liable;
- k) provide for the repair and renewal of any fire alarm system and fire detection equipment in or on the Retained Property and the Premises and the works necessary to comply with all requirements of the appropriate authority in relation to fire insurance and the requirements of the insurers;
- l) provide for the repair and renewal of any equipment including lifts, escalators, traffic management systems, mechanical services, heating, lighting and security services for the Retained Property;
- m) <<insert>> provide for the services to be provided by the Retained Property;
- n) such other works and services as the Landlord may from time to time require in the interests of good estate management and the amenities of the Retained Property and the Premises and the Retained Property management.

5. Provisos and Agreements

5.1 The parties agree that

5.1.1 any rent payable by the Tenant in respect of the Premises if time rent is allowed to be in arrears shall be payable in advance and shall be due (whether formally demanded or not); and

5.1.2 the Tenant shall be liable for the repair and maintenance of the Premises and the Retained Property;

5.1.3 there is a covenant on the part of the Tenant to indemnify the Landlord against all claims and actions in respect of the Premises and the Retained Property (or any part of them) at any time after the expiry of the term of this Lease and this will not affect any right or remedy available to the Landlord.

5.2 If the Premises are damaged by fire or any other cause covered by any Insured Risk so as to be rendered unfit for occupation and the insurance money payable in respect of the damage is not vitiated or payment of the insurance money in whole or in part through any act, neglect or default of the Tenant, the Tenant shall be liable to pay a fair proportion of it which shall cease to be payable if the Premises are not reconstructed for a period of three years or more after the date of the destruction or occupation or use by the Tenant, whichever is the longer.

5.3 Nothing in this clause shall affect the right to enforce, or to prevent the exercise of, any right or remedy available to the Landlord.

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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 relevant use for the purposes of the Act that the Premises may lawfully be used for any purpose.

g in this Lease constitutes or shall constitute a relevant use for the purposes of the Act 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 in connection with this Lease must be in writing and sent by pre-paid post or by special delivery to or otherwise delivered to the recipient or left at the addressee's address in the United Kingdom or any other country as 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 by special delivery to or otherwise delivered to the recipient or left at the addressee's address in the United Kingdom or any other country as 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 limited liability partnership and who is registered in a country outside the United Kingdom or the address for service in the United Kingdom specified in the deed or document to which they are a party has been given at their last known address;

ated in a country outside the United Kingdom or the address for service in the United Kingdom specified in 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 at any time for the registered proprietor on the terms of paragraph LR2.1 at the beginning of this Lease or, if no such address is given, at its last known address in the United Kingdom;

at any postal address in the United Kingdom at any time for the registered proprietor on the terms of paragraph LR2.1 at the beginning of this Lease or, if no such address 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 they gave the guarantee; and

at the address of that party set out in the deed or document to which they gave the guarantee; and

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

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

6.3 Any Notice given in connection with this Lease shall be deemed to have been served on the second working day after the date of posting by first class post or special delivery or at the time the notice is delivered to or left at that address.

ved on the second working day after the date of posting by first class post or special delivery or at the time the notice is delivered to 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 of termination 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 written notice of termination with a notice period to terminate lease e.g. 3 or 6 months>> not less than 3 months.

at any time [after <<insert date>>] by giving to the Tenant a written notice of termination with a notice period to terminate lease e.g. 3 or 6 months>> not less than 3 months.

7.2 If the Lease ends by termination by the Landlord, this will not affect the rights of any party for any period of time specified in this Lease.

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

7.3 The Landlord shall be liable for 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 written notice of termination with a notice period to terminate lease e.g. 3 or 6 months>> not less than 3 months.

at any time [after <<insert date>>] by giving to the Landlord a written notice of termination with a notice period to terminate lease e.g. 3 or 6 months>> not less than 3 months.

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

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

8.3 [The break right in this 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 of 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 of the Lease.]

8.4 If the Lease ends by termination by the Tenant, this will not affect the rights of any party for any period of time specified in this Lease.

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

8.5 The Landlord shall be liable for 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. [Guarantor's Covenant]

9.1 The Guarantor:

9.1.1 Guarantor shall be jointly and severally liable with the Tenant to ensure that the Tenant will comply with all the obligations of the Lease. If the Tenant defaults, the Guarantor shall be liable to indemnify and comply with those obligations;

shall be jointly and severally liable with the Tenant to ensure that the Tenant will comply with all the obligations of the Lease. If the Tenant defaults, the Guarantor shall be liable to indemnify and comply with those obligations;

9.1.2 Covenant shall be the primary obligor, and separate to the Tenant's covenant, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the obligations of the Lease); and

primary obligor, and separate to the Tenant's covenant, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the obligations of the Lease); and

9.1.3 Covenant shall be the primary obligor to indemnify the

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9.2 If the Landlord
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and conditions as this Lease; or

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the amount equivalent to the total of
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of 6 months following the disclaimer,

9.3 If clause 9.2.2
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9.4.4 any death or change in the constitution or status of the Tenant or of any other person who is liable, or of the Landlord;

9.4.5 any amalgamation, reconstruction or other restructuring of the whole or any part of the assets or undertaking of the Tenant or any other person;

9.4.6 the existence of a liability in 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 Tenant. 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 clause shall release the Guarantor from any liability on the Guarantor that exceeds the liability which would have been incurred had it been the tenant of this Lease.]

10. Service Charge

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

10.2 The account prepared pursuant to clause 10.1 will when certified by the Landlord or the Surveyor be conclusive evidence of all matters of fact relevant to the Service Charge.

10.3 For each Financial Year the Landlord shall provide to the Tenant an estimate of the Service Cost for the Financial Year (including a breakdown of the Financial Year of the Financial Year) and an account showing the allocation of the Service Costs between the different parts of the Building; and

10.3.2 the Tenant shall pay the Service Charge by equal payments in advance on each of the Rent Days.

10.4 For the period from the start of the Term to the first Accounting Date the Tenant will pay the Service Charge, the first payment (being a proportion of the Service Charge for the period from and including the first day of the Term to and including the first day of the next Rent Day) to be paid on the first Rent Day. Subsequent payments to be made in advance on each Accounting Date.

10.5 If the Service Charge for any Financial Year exceeds the estimate:

10.5.1 the excess shall be paid by the Tenant to the Landlord within 14 days of the date of the account for that Financial Year, the excess is due to the Landlord;

10.5.2 if the Service Charge for that Financial Year is less than the estimate, the overpayment shall be credited to the Tenant and will be carried forward to be set against the next quarterly payment on the next Accounting Date.

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10.6 If the Landlord has expended or incurred any liability in connection with the Lease for a Financial Year, the Landlord may include the sum of such expenditure and liability in an account for a subsequent Financial Year.

10.7 If the total proportion of the Services provided to the Tenant for a Financial Year changes materially from the percentage referred to in the definition of 'Services' in Clause 10.8 with effect from the first anniversary of the Commencement Date following the change.

10.8 The change referred to in Clause 10.7 will be by agreement between the Landlord and the Tenant. If no such agreement will be such reasonable variation reflecting the change as determined by the Surveyor (acting as an expert).

11. Applicable Law and Jurisdiction

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

11.2 Subject to clause 11.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

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

THIS LEASE has been executed and dated 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

Director

Director/Secretary

OR (alternative company execution)

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

account for a Financial Year a sum of such expenditure and liability at Financial Year, the Landlord may include the sum of such expenditure and liability in an account for a subsequent Financial Year.

If the total proportion of the Services provided to the Tenant for a Financial Year changes materially from the percentage referred to in the definition of 'Services' in Clause 10.8 with effect from the first anniversary of the Commencement Date following the change.

The change referred to in Clause 10.7 will be by agreement between the Landlord and the Tenant. If no such agreement will be such reasonable variation reflecting the change as determined by the Surveyor (acting as an expert).

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

Subject to clause 11.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

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

Executed as a deed on the day on which it has been dated

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution clause)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

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

Signature:

Director

Signature:

S

[Director][Secretary]

OR (alternative company execution clause)

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 _____

A

OR (execution clause where the deed is signed in the presence of a witness)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

M

[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

P

OR (alternative company execution clause)

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

Signature:

Director

Signature:

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E

S

[Director][Secretary]

OR (alternative company execution clause)

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 _____

A

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

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

(Signature)

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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First Schedule

Granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities.
2. The right to support and carry pipes, cables and conduits from the Building.
3. The right in common with other Tenants of Landlord's Buildings to:
 - a) use such of the Common Parts as may be necessary to obtain access to and egress from the Premises;
 - b) use such of the mains and water closets in the Common Parts as may from time to time be provided by the Landlord for the use of the Tenant (whether or not the Tenant is a user of such mains and water closets);
 - c) use for the purpose of access to and egress from the Building, the footpaths, stairs, lifts, ramps, and Neighbouring Property (as defined in this Lease) [which are shown edged green on the plan attached to this Lease];
 - d) use for the purpose of access to and egress from the Building with or without vehicles (as defined in this Lease) [which are shown edged red on the plan attached to this Lease];
 - e) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over the Neighbouring Property (as defined in this Lease) in breach of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1884) 12 Q.B. 313.]

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Second Schedule to the Landlord and Tenant Act 1954

1. The right to the passage of gas, electricity, oil, telecommunications, internet, data communications and services from and to the remainder of the Building and any adjoining Premises through the Conduits at the Premises.
2. The right to enter the Premises for the purpose of:
 - a) reviewing or measuring the performance of the Premises including to install and to monitor meters within or relating to the Premises and to prepare an EPC;
 - b) estimating the current value of the Premises for insurance or any other purpose.
3. If the relevant work is to be carried out without entry onto the Premises, the right to enter:
 - a) to build on or into any land on or adjacent to the Premises; and
 - b) to 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 do or required to do under any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and 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 do any work, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work.

- h) remain upon the Premises if it is reasonably necessary; and
- i) where reasonably necessary, by rights outside the normal business hours of the Premises.
6. In an emergency, or where it is reasonably necessary, the Landlord may, without liability, close off or restrict access to the Premises or any part of the Premises, or provide alternative facilities as long as (except in an emergency) the alternative facilities are not materially less convenient.
7. The right to change, extend, alter, repair, replace, maintain, improve or install any Common Parts or Conduits so long as:
- alternative facilities are provided which are not materially less convenient; or
 - if no alternative is provided, the Landlord's exercise of this right does not materially adversely affect the Tenant's enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use any part of the Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce the width of any of the Common Parts in the Common Parts, so long as the remaining areas are reasonably adequate for the purposes.
9. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (including the Premises) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of light and air to the Premises, or require the Landlord to connect with those works to underpin and shore up the Premises, or require the Landlord to:
- giving the Tenant due notice of the works to be carried out;
 - consulting with the Tenant in respect of the prevention of potential interference;
 - taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - taking into consideration the quality of construction and workmanship;
 - taking reasonable steps to avoid or minimize any interference to the Premises by noise, dust and vibration (including, where appropriate, consideration the Tenant's suggestions for limiting any interference);
 - making good any physical damage to the Premises or its contents.
10. The right, where necessary, to place scaffolding and other equipment onto the Premises and to erect or use scaffolding or other equipment on or outside any buildings on the Premises in exercising the Landlord's rights under this Lease provided that:
- any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises or its contents made good;
 - the scaffolding causes no material obstruction to the entrance to the Premises or to any other part of the Premises as is reasonably practicable to the Landlord;
 - the scaffolding does not obstruct any part of the Premises (except for any health and safety notices or signs which are necessary) unless the Tenant has consented in writing to the Landlord's exercise of this right.

to its display; and

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

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

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

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

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

remainder of the Building from the Premises.

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

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

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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 satisfy the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.

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

3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the Health and Safety Regulations 2012 at the Premises.

copy of any document relating to the Tenant's compliance with the Health and Safety Regulations 2012 at the Premises.

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 purposes of loading or unloading of goods or materials overnight.

remain in any service area within the Premises for a period longer than is reasonably necessary for the purposes of loading or unloading of goods or materials and no vehicles may remain overnight.

6. No mat, brush or mop may be placed on the Premises nor shall anything be thrown out of the window.

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

7. Not to place harmful, toxic or flammable waste or refuse of such waste or refuse in the bins or on the Premises without the Local Authority and the Landlord's consent.

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.

8. Not to overload any structure or part of the Premises nor any part of the Landlord's Neighbouring Property.

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 on the Premises or on the Building (other than within the Premises) any goods or materials.

on the Building (other than within the Premises) any goods or materials.

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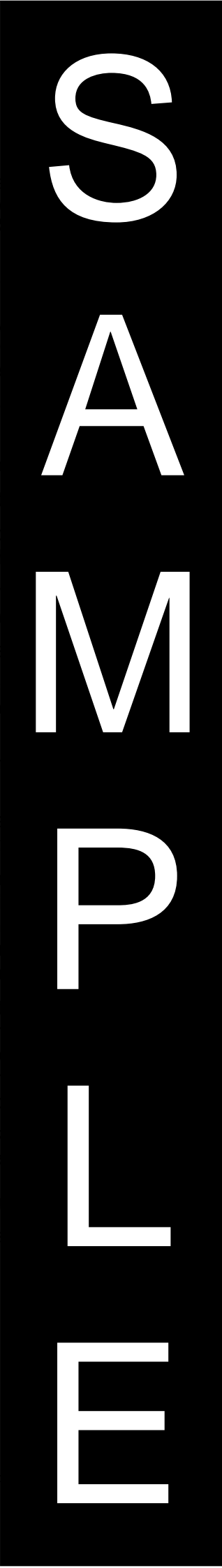
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Fourth

Provisions

- 1. The Annual Rent shall be payable from that Review Date immediately prior to the Relevant Review Date.
- 2. The Landlord and the Tenant shall agree the amount of the Open Market Rent before each Review Date but if (for reasons stated in writing) either the Landlord or the Tenant has not unconditionally agreed by the Relevant Review Date (or any date thereafter (whether before or after the Relevant Review Date) by which the Landlord and the Tenant have unconditionally agreed) the Open Market Rent shall be determined by an Independent Expert provided that if the Landlord and the Tenant so agree the determination of the Open Market Rent will instead be referred to Arbitration.
- 3. The Independent Expert must
 - 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 event that no determination is made by the Independent Expert the determination shall be borne equally between the Landlord and the Tenant.
- 5. If the Open Market Rent has been 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 if the amount of the Open Market Rent actually payable from such Relevant Review Date exceeds the amount of the Annual Rent which the Landlord will demand the difference (if any) between the amount of the Open Market Rent actually paid and the amount that would have been payable if the Open Market Rent had been ascertained before the Relevant Review Date shall be payable to the Landlord within 10 working days after that demand is made at the base rate of Barclays Bank plc and the amount of that difference from the date of demand shall become payable to the date of payment of that difference and shall be treated as rent in arrear.
 - 5.3 the Tenant must 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.
- 6. When the Open Market Rent has been determined by any Relevant Review Date, the Landlord and the Tenant shall each submit to the other (in duplicate) of the yearly amount of the Open Market Rent payable from such Relevant Review Date and the amount of the Annual Rent payable from such Relevant Review Date and the difference (if any) between the Open Market Rent and the Annual Rent payable from such Relevant Review Date to the Landlord and the Tenant respectively.
- 7. Time is not of the essence of the performance of any steps under this Schedule.



Review Date. The amount of the Annual Rent payable from that Review Date shall be the amount of the Annual Rent which was payable from the immediately preceding Relevant Review Date plus the Open Market Rent as at the Relevant Review Date.

the amount of the Open Market Rent before each Review Date but if (for reasons stated in writing) either the Landlord or the Tenant has not unconditionally agreed by the Relevant Review Date (or any date thereafter (whether before or after the Relevant Review Date) by which the Landlord and the Tenant have unconditionally agreed) the Open Market Rent shall be determined by an Independent Expert provided that if the Landlord and the Tenant so agree the determination of the Open Market Rent will instead be referred to Arbitration.

act as an expert;

invite the Landlord and the Tenant to 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.

borne between the Landlord and the Tenant in such proportion as the Independent Expert shall determine or in the event that no determination is made by the Independent Expert the determination shall be borne equally between the Landlord and the Tenant.

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 exceeds the amount of the Annual Rent which the Landlord will demand the difference (if any) between the amount of the Open Market Rent actually paid and the amount that would have been payable if the Open Market Rent had been ascertained before the Relevant Review Date shall be payable to the Landlord within 10 working days after that demand is made at the base rate of Barclays Bank plc and the amount of that difference from the date of demand shall become payable to the date of payment of that difference and shall be treated as rent in arrear.

to the provisions of this Schedule, the Landlord and the Tenant shall each submit to the other (in duplicate) of the yearly amount of the Open Market Rent payable from such Relevant Review Date and the amount of the Annual Rent payable from such Relevant Review Date to the Landlord and the Tenant respectively.

any steps under this Schedule.