

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 "parent company", "guarantor", etc.</i> Name 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>	In the event of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail. Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>> which is on the <<Insert number(s)>> floor of the Building (as defined in clause 1.1)

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 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 required to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>including the commencement date>></p> <p>including the expiry date>></p> <p>as specified in this lease at clause/paragraph << >></p> <p>as follows: term>></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p>contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease, clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</p>

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

landlord's contractual rights to acquire

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

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

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 one clause to 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 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 compromise or arrangement for the benefit of any creditor of the Tenant or any guarantor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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The partnership 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) (as amended)) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) as if the partnership (as defined in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended)) were a company.

any analogous proceedings or events that may be subject to the legislation of another jurisdiction in relation to a guarantor incorporated or domiciled in such relevant jurisdiction.

‘Annual Rent’

means the amount payable per year exclusive of VAT as reviewed under the Four Year Review.

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‘Arbitration’

means arbitration proceedings initiated by a single arbitrator appointed by the Landlord or Tenant or in default of agreement by the Chief Officer or acting Chief Officer (in accordance with the Constitution of Chartered Surveyors on the Building) and the Tenant;

‘Building’

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

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‘Common Parts’

means the corridors, stairs, lifts, stairs, halls, passageways, fire escapes, common areas, 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 any conduits for the transmission of water, gas, air, foul and electricity, oil, telephone, heating, data communications and similar supplies or utilities.

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‘Energy Performance Certificate’

has the same meaning as in the Energy Performance of Buildings Regulations 2012;

‘Environmental Performance’

means the energy performance of the Building:
(a) the energy and associated generation of greenhouse gases;

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- (d) an

'Financial Year' means consecutive Accounting Dates (including the first Accounting Date) or at the end of the Term means the period starting on the first Accounting Date and ending at the end of the Term.

'Independent Expert' means an expert agreed by the Landlord and Tenant or in default of agreement by the President (or the Chief Officer or the Secretary) of the Royal Institution of Chartered Surveyors on the written request of the Landlord or the Tenant;

'Initial Service Charge' means the initial service charge >> per year;

'Insurance Rent' means the sum of:
 (a) keep the Premises insured in accordance with the Landlord's obligations;
 (b) insurance of the Premises for Initial Rent;
 (c) insurance of the Premises for third party liability; and
 (d) obtaining and paying for insurance cover for the Premises for insurance purposes from time to time as required by the Landlord and:

- (e) the amount of any 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 a claim for an Insured Risk to the Premises because of the Landlord's failure to act; and
- (g) any sum of premiums that the insurers may require as a condition of issue or retention of any permitted insurance cover for any lawful occupier's use of the Premises.

'Insured Risks' means (but not limited to) storm, subsidence, subsurface (subterranean fire), lightning, explosion, flood, landslip, heave, earthquake, burst or overflow of water, fire, or apparatus, impact by aircraft or other aerial devices, objects dropped from them, impact by vehicles, terrorism, theft and malicious damage to the extent, in each case, that is generally available on normal commercial terms in the market at the time the insurance is taken out, and any other risks which the Landlord reasonably insures from time to time but excludes to any excesses, limitations and

exclusion of the following items;

‘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 by the Landlord to the Tenant;

‘Interim Sum’

means the amount in respect of the Service Charge for the relevant period as determined by the Surveyor (acting as an expert) based on the likely amount of the Service Charge for that period;

‘Landlord’

includes the person who immediately reverts to this Lease;

‘Landlord’s Neighbouring Property’

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

‘Letting Unit’

means any room or other unit of accommodation in the Building which is not exclusively occupied (or intended for occupation) otherwise than solely in connection with the letting of the Building or the provision of services to the Building;

‘Open Market Rent’

means the rent which the Premises as a whole might be expected to fetch on the open market at the next Review Date by a willing landlord to a willing tenant with vacant possession and without any discount for terms equivalent to the [Term][residue of the Term] or (if the term then remaining is less than five years] but starting on the Relevant Review Date;

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

(b) that the Premises are to be used in accordance with the Tenant’s obligations in this Lease and that there has been a material or substantial breach of the Lease (and the Landlord has complied with the provisions of this Lease;

(c) that the Premises are to be used for the uses permitted by this Lease;

(d) that the Premises are to be used for the uses permitted by this Lease and that the willing tenant will not receive any concession or inducement (other than a free period, rent concession or any other concession or amount that might be negotiated in connection with the Lease) for the purposes and that the Open Market Rent will not become payable after the end of that period of that inducement;

and on the same basis as the Lease otherwise contain the same terms and conditions as the Lease (including the provisions for review of rent) other than:

(a) the provisions for review of rent;

(b) any concession or any other inducement

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n in occupation of the Premises;
Premises due to the carrying on there
t or any lawful sub-tenant (whether by
ecessors in such business);
nant or any other party with a special
ht make by reason of its occupation of
rried out during the Term by the Tenant
eir own expense with the Landlord's
rsuance of an obligation to the
in title;
able to works that have been carried out
's predecessors in title or lawful
able to any temporary works, operations
oining premises;
as a restaurant within use class E(b) of
(Use Classes) Order 1987]
a restaurant within use class A3 of the
e Classes) Order 1987];
paragraph LR4 at the beginning of this
ther surface finishes and internal
bounding the Premises and all
ndows including the glass, the frames
alls and partitions lying within the
ngs or other surface finishes of the
e of the joists or other structures to
including for the avoidance of doubt the
all comprise the ceiling tiles and the
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faces of the floors down to the upper
ures to which the floors are fixed;
Premises including the guard rails of
Premises exclusively;
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Premises and all other fixtures and
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ot those surface finishes and coverings
s expressly included above;
ng which do not serve the Premises

'Rent' means a ... by this Lease;

'Rent Commencement Date' means <...rst to be paid>;

'Rent Days' means [...September and 25 December] in each year;

'Retained Property' means a ... which are not Letting Units including (but not limited to):
(a) the ...
(b) all ... the Building except any that exclusively serve the Unit;
(c) tho ... walls, foundations and roofs which are not ... and would not be included in the other Let ... if they were let on the same basis as the

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

'Service Charge' means a ... ated on a floor area basis or any other method ... om time to time)] OR [<<proportion of service c ... y>>%] of the Service Cost;

'Service Cost' means a ... ccurred by the Landlord in providing the Services ... f keeping accounts of service costs, preparing ... ce charge statements and retaining account ... ements;

'Services' means t ... the Landlord as set out in Clause 4.3;

'Surveyor' means ... ct from time to time appointed by the Landlord

‘Tenant’

includes ... assigns;

‘Term’

means ... paragraph LR6 at the beginning of this Lease;

‘Title Matters’

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

‘Underletting Requirements’

means

(a) that the rent not less than the then open market rent be paid 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 shall give the undertenant a rent free period (excluding the period of the fitting out) to allow for any fitting out;

(e) that the Tenant shall comply with the provisions for change of use and alterations in those in this Lease;

(f) that the Tenant shall comply with the provisions for review of the rent on the basis and dates on which the rent is payable under this Lease;

(g) that the Tenant shall comply with the provisions prohibiting dispositions of or assignments of the premises other than an assignment to a related company or company of the same group as the Tenant only with the prior written consent of the Landlord;

(h) that the Tenant shall be a direct covenant from the Landlord and shall perform all the tenant's covenants in this Lease;

(i) that the Tenant shall comply with the provisions requiring the undertenant to pay the Insurance Rent and other monies, including the Insurance Rent, payable by the Tenant under this Lease;

(j) that the Tenant shall comply with any other provisions that are contained in this Lease and the nature of the premises.

‘VAT’

means Value Added Tax by the Value Added Tax Act 1994 (and any amendments) and includes references to rent or other monies payable or receivable 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;

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

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1.2.3 a statute or provision of a statute is a reference to that statute or provision as it operated at the relevant time;

1.2.4 "this Agreement" and "this Schedule" are references to this Agreement and each of the Schedules as amended at the relevant time;

1.2.5 a Schedule is a reference to a Schedule to this Agreement; and

1.2.6 a clause (other than a clause of a Schedule) is 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 or not being a legal person; and

1.3.2 words in the singular include the plural and vice versa;

1.3.3 words in the masculine include any other gender;

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1.3.4 references to time include any sooner determination of the Term or the period of time;

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

1.3.6 references to the Tenant's default of the Tenant include the act, omission or neglect of the Tenant or of the Premises and their respective servants or agents;

1.3.7 the clauses of this Lease and are not to be taken into account in the construction or interpretation; and

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1.3.8 references to a document include any document supplemental or collateral to its terms.

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

2. Demise and Rent

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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 in relation to the Neighbouring Property the rights set out in the Second Schedule and the Matters.

2.2 The Tenant must

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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 date of this Lease for the period commencing on the Commencement Date and ending on the day

- before the
- 2.2.2 on demand Insurance Rent;
- 2.2.3 the Services provided on account of it (payable as provided)
- 2.2.4 any other amount payable to the Landlord under this Lease; and
- 2.2.5 any VAT payable.

3. Tenant's Covenants

- 3.1 The Tenant covenants to perform the obligations set out in this clause.
 - 3.1.1 To pay the Rent in the manner stated without any legal or equitable 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 to be in arrears e.g. 7 days>> (whether formally demanded or not) and the Landlord refuses to accept rent so as not to constitute a breach of this clause, the Tenant must on demand pay 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 and taxes, duties and financial impositions charged on the Premises, including:
 - 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 communications, and other supplies or utilities supplied to the Premises (including charges and meter rents).
 - 3.1.5 If the Landlord claims compensation because it has been allowed during the Term, the Tenant shall be liable to pay the good that loss to the Landlord on demand.
 - 3.1.6 To keep the Premises in good and substantial repair and condition and to make good any damage results from any of the risks insured under Clause 4.1.2 unless the money is refused by reason of any act, neglect or default of the Tenant (or its servants or agents).
 - 3.1.7 [To clean and polish the floor coverings in the Premises as often as is reasonable and to renew and replace the floor coverings in the final three months of the Term, or coverings of a colour and quality

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ary and also in the last three months
any changes in the external colour
by the Landlord. All decoration must be
manner using good quality materials
Premises and include all appropriate

es which are not built upon clean and

Landlord in the repair and condition

to remove all items the Tenant has
ove any alterations the Tenant has
ake good any damage caused to the

ssessions from the Premises; and

d all documents held by the Tenant
matters including (but not limited to)
ts, asbestos surveys and reports, fire
s, and certificates relating to electrical

n, any of the Tenant's possessions
Tenant fails to remove them within
ested in writing by the Landlord to do

nt of the Tenant sell the possessions;

y the Landlord against any liability
arty whose possessions have been
mistaken belief that the possessions

the Tenant the sale proceeds after
ortation, storage and sale incurred by

asonable times on reasonable prior
nter and inspect the Premises and:

or Surveyor gives to the Tenant (or
otice of any repairs or maintenance
to carry out or of any other failure by
its obligations under this Lease, to
remedy such failure in accordance with
of two months from the date of the

notice and

- b) if the Landlord or Tenant (receives) work with clause 3.1.12 a), to permit the Landlord to enter the Premises and carry out the works at the expense of the Tenant (pay to the Landlord on demand (including any legal debt) the proper expenses of such works, Surveyor's and other fees).

3.1.13 To allow the Landlord to exercise any right to enter the Premises to do so for the purpose of carrying out contractors, agents and professional advisers, or not during normal business hours) and, except in the case of an emergency, to give the Tenant reasonable notice (which need not be in writing) to

3.1.14 To pay to the Landlord and on an indemnity basis all costs, charges, expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord in connection with the performance of:

- a) the enforcement of the covenants of this Lease;
- b) any obligations in this Lease, including the preparation of a notice under section 146 of the Law of Property Act 1925;
- c) any application for consent under this Lease, whether or not such consent is granted or withdrawn or consent is granted or refused where the Landlord is required to act in a particular manner and the Landlord unreasonably refuses to give consent;
- d) [carrying out works on the Premises to improve their condition where the Tenant in its absolute discretion requires the Landlord doing so;] and
- e) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.

3.1.15 With regard to the use of the Premises:

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises as sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of 9.00am and 5.00pm on Mondays to Fridays (and not on bank holidays)].

3.1.16 With regard to the use of the Premises:

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- a) not to... in any adjoining premises;
- b) not to... structural alterations to the Premises;
- c) [not... to the Premises which would, or may have an adverse effect on the asset rating or performance Certificate commissioned in respect of the Building;] and

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- d) [save... 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 consent of the Landlord erect, alter or remove any partitioning or other internal partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation, heating, cooling, air conditioning or other services of the Building or have an adverse impact on the Energy Performance of the Premises or the Building and which shall be a fixture subject to the Tenant:

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- 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) carry out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required;

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- c) reinsure 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) inform the Landlord of the cost of any alterations or additions carried out and ensure that such works are carried out in a manner 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.

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3.1.18 In all cases of works carried out to the Premises under this Lease (whether or not such works are carried out in accordance with a contract for the work) the Tenant shall comply with any applicable Regulations (whether or not such Regulations are in force at the time of the work) and to provide the Landlord with a copy of the Health and safety file upon completion of the work.

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3.1.19 Not to exhibit any sign or advertisement on the outside of the Premises or on any part of the Building other than a sign showing the name of the Tenant in the position specified by the Landlord and on the entrance door to the Premises which shall be of a size, design, layout and material to be agreed in writing with the Landlord and at the end of the Term to remove any such sign or advertisement and to make good any damage caused to the Premises or the Building by the Tenant or its servants or agents or sub-tenants or licensees or invitees or visitors or the Landlord.

- 3.1.20 With regard to the use of the Premises in respect of the Premises:
- a) to carry out any work relating to the Premises or to the Tenant's use of the Premises;
 - b) without the prior written consent of the Landlord, to give notice by the Tenant of any notice or other communication to the Premises to send a copy to the Landlord, and to take all necessary steps to comply with the communication and take any other action in compliance with the Landlord acting reasonably may require;
 - c) not to carry out any work relating to the Premises without the prior written consent of the Landlord;
 - d) to carry out any work relating to the Premises without the prior written consent of the Landlord;
 - e) to carry out any work relating to the Premises without the prior written consent of the Landlord, in compliance with the Construction (Design and Management) Regulations 2015, to commence any works to make a modification to the Premises in accordance with Regulation 4(8) to the effect that the Tenant is the client for the purposes of the Regulations, to give the Landlord the necessary information and to fulfil the obligations of the client;
 - f) to keep the Premises equipped with all fire prevention detection and alarm systems which are required by law or by the insurers of the Premises, and to comply with any other requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
 - g) to notify the Landlord promptly of any defect or disrepair in the Premises which is the responsibility of the Landlord liable under any law or contract;
 - h) not to carry out any work relating to the Premises without the prior written consent of the Landlord to apply for an Energy Performance Certificate in respect of the Premises.
- 3.1.21 Not to carry out any work relating to the Premises which requires consents to be acquired over the Premises or any part of the Premises which may result in the acquisition of a right or easement over the Premises or any part of the Premises:
- a) the Tenant's consent of the Landlord; and
 - b) the prior written consent of the Landlord in any way that the Landlord requires, subject to the Landlord's consent, so long as the Landlord meets the requirements of the Landlord and is not adverse to the Tenant's business interests.
- 3.1.22 With regard to the use of the Premises:
- a) not to carry out any work relating to the Premises on behalf of a trust for another;
 - b) not to carry out any work relating to the Premises which requires the Tenant to occupy the whole or any part of the Premises.

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c) not to possess 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 assign the Lease 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 set out in clause 3.1.23;

g) not to sublet the Premises; and

h) not to assign the Lease 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 set out in clause 3.1.23.

3.1.23 The conditions set out in clause 3.1.23 shall not apply to any assignment of the Premises which does not impose in relation to an assignment

a) that the assignee is someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;

b) that the assignee has entered into an agreement guaranteeing that the assignee will comply with the tenant's covenants in this Lease (an "Authorised Guarantor Agreement") in such form as the Landlord may reasonably require;

c) that the assignee is, in the Landlord's reasonable opinion of sufficient financial strength to enable it to comply with the conditions contained in this Lease;

d) that the assignee has provided acceptable to the Landlord acting reasonably a guarantee and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

e) that the assignee has provided a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing for a period of <<e.g. six>> months' Annual Rent (plus interest) to be held 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 agreed to pay of the Annual Rent or any other sums due under this Lease and that any material breach of the Lease by the assignee has been remedied.

3.1.24 To permit the Landlord at any time during the Term to enter the Premises for the purpose of inspecting any suitable part of the Premises a notice

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- for re-letting or sub-letting, or for view the premises or its agents or agents of the Landlord at any times (accompanied by the Landlord or its agents or agents of the Landlord).
- 3.1.25 With regard to the insurance of the Premises, the Tenant shall:
- a) to co-operate with the Landlord in the selection of 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.
- 3.1.26 To pay VAT on any taxable supplies made to the Tenant in connection with the Lease, on the due date for making any payment or, if earlier, on the date on which the supply is made for VAT purposes.
- 3.1.27 Where the Tenant is required to pay or in connection with this Lease, to pay the Landlord or any person any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord or any other person, the Tenant shall, except to the extent that the Landlord or any other person is entitled to such VAT under the Value Added Tax Act 1994, indemnify the Landlord against all actions, claims, damages, expenses, costs, charges, liabilities, claims, actions, or damages, incurred in defending or settling any action, or in respect of any personal injury or death, or in respect 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 operations of the Premises.
- 3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall:
- a) give notice of the claim as soon as reasonably practicable; and
 - 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 to all costs incurred by the Landlord in providing such information and assistance; and
 - c) mitigate the Landlord's cost) where it is reasonable for the Landlord to do so.
- 3.1.30 With regard to the maintenance of the Premises, the Tenant shall:
- a) to take all reasonable steps to prevent any damage to the Common

- Part (b) (without limitation) when bringing in or removing luggage from the Premises;
- b) to use the lift, staircase, lavatories and water closets in a careful manner and to make good any damage caused by improper or careless use;
- c) to keep the lift, stairs and staircases in the Common Part in good repair and under constant instruction at all times.

3.1.31 To comply with the provisions set out in the Third Schedule and any other regulations made by the Landlord from time to time in the interest of the Management.

3.1.32 Where the Tenant's obligations are not met, the Tenant shall be liable to pay to the Landlord a Service Charge, to pay on demand to the Landlord (to be determined by the Landlord) of the reasonable costs, fees and expenses incurred by the Landlord in insuring, repairing, maintaining, cleaning and (where appropriate) lighting and other items which are used or are capable of being used in common with any other part of the Building and Property.

3.1.33 Within 21 days of the Tenant's consent, transfer, underlease or charge of the Premises, the Tenant (or any other person) shall provide to the Landlord a copy of the relevant document together with any other documents relevant to the relevant registered titles to the Landlord.

3.1.34 If this Lease is subject to compulsory registration at the Land Registry, the Tenant shall ensure that this Lease is registered at the Land Registry and once the registration has been completed, the Tenant shall 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 removal of the Tenant's goods from the Premises, the Tenant shall deliver to the Landlord the original of this Lease and any other documents as the Landlord reasonably requires and to remove entries in relation to it from the Land Registry and any other registered title.

3.1.36 To notify the Landlord in writing of any guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure that the guarantor (if acceptable to the Landlord) enters into a deed of guarantee with the Landlord in the same terms as the original deed of guarantee.

4. Landlord's Covenants

4.1 The Landlord covenants

4.1.1 Subject to the Tenant complying with the obligations set out in this Lease, to permit the Tenant to use the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord or any person nominated by the Landlord in writing under the Lease.

4.1.2 To insure (and to procure that any plate glass in the Building is insured) against the risks specified in the Schedule of Insured Risks for the full reinstatement value.

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- h) contain any provision relating to vehicle parking on those areas of the Retained Property for car parking and cycle parking;
- i) pay the costs and expenses in respect of the Retained Property including outgoing, costs and expenses for which the Tenant or other tenant or occupier is directly liable;
- j) comply with any legal obligation relating or attaching to the Retained Property and for which any tenant or occupier is not liable;
- k) provide for the repair and renewal of any fire alarm system and fire detection equipment in or on the Retained Property 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, heating, ventilation, air conditioning, lighting and security services for the Retained Property;
- m) <<include any services to be provided by the Retained Property;
- n) such as to enable the Landlord may from time to time carry out any work necessary in the interests of good estate management including the maintenance of the amenities of the Retained Property 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 paid in advance and shall be due (whether formally demanded or not); and
 - 5.1.2 the Tenant shall be liable to pay the rent in accordance with the terms of the Lease or
 - 5.1.3 there is no requirement for the Tenant to pay the rent in advance (or any part of them) at any time after the date of the Lease and on doing so the Tenant shall be deemed to have paid the rent and this will not affect any right or remedy available to the Landlord.
- 5.2 If the Premises are damaged by any Insured Risk so as to be rendered unfit for occupation and the insurance money payable in respect of the damage is not vitiated or payment of the insurance money is not made in full 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 will cease to be payable from the date of the completion of the reconstruction for a period of three years or until the Premises are again available for occupation or use by the Tenant, whichever is the longer.
- 5.3 Nothing in this Lease shall affect the right to enforce, or to prevent the release or modification of any of the any covenants, rights or conditions to which the Premises are subject.

5.4 The parties agree that a party to this Lease has no right arising solely by (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

5.5 The Tenant acknowledges that the Premises may lawfully be used for any purpose permitted by this Lease.

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

6. Notices

6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid post, by hand, by email 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 written notice under this clause 6.

6.2 A notice served on:

6.2.1 a company or partnership registered in the United Kingdom, at its registered office;

6.2.2 a person or partnership registered in a country outside the United Kingdom, at the address for service in the United Kingdom specified in the deed or document to which they are a party, if such address has been given at their last known address;

6.2.3 anyone else:

a) in the United Kingdom, at any postal address in the United Kingdom specified in the deed or document to which they are a party, if such address has been given at their last known address in the United Kingdom;

b) in the United Kingdom, at the Premises;

c) in the United Kingdom, at the address of that party set out in the deed or document to which they are a party, if such address has been given at their last known address in the United Kingdom; and

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

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

6.4 If a notice is treated as served on a 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 immediately following working day.

6.5 Service of a notice in any other manner shall not be a valid form of service under this clause 6.

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7. [Termination by Landlord]

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

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

7.3 The Landlord shall not be liable for all payments of Rent that relate to a period after the termination of this Lease.]

8. [Termination by Tenant]

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

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

8.3 [The break right shall be personal to the Tenant named in paragraph LR3 of this Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be a tenant of the Premises.]

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

8.5 The Landlord shall not be liable for all payments of Rent that relate to a period after the termination of this Lease.]

9. Exclusion of Security of Tenure

9.1 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant has entered into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) in the form set out in schedule 1 to the Regulatory (Miscellaneous Provisions) (England and Wales) Order 2003.

9.2 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant has entered into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) for a person on behalf of the Tenant) made a [declaration of interest in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.

9.3 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant has entered into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) who made the declaration on the Tenant's behalf) authority.

9.4 The Landlord and Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant has entered into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) the Tenant is bound to enter into this Lease) pursuant to section 38A (1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995) in relation to the tenancy created by this Lease.

10. [Guarantor's Covenant

10.1 The Guarantor:

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

10.1.2 Covenants under this Lease shall be primary obligor, and separate to the Tenant's obligations to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breaches or compliance with the Tenant's covenants under this Lease);

10.1.3 Covenants under this Lease shall be primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breaches or compliance with the Tenant's covenants under this Lease);

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

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:

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

b) ending on the date on which this Lease would have ended if the disclaimer or forfeiture of this Lease or the Tenant being struck off the register had not happened;

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

d) continuing until the date of the next rent review under this Lease that falls before the date of the termination or forfeiture of this Lease or the Tenant being struck off the register; and

e) continuing until the date of the next Rent Review Date under this Lease that falls before the date of the termination or forfeiture of this Lease or the Tenant being struck off the register; and

f) otherwise in accordance with the terms and conditions as this Lease; or

10.2.2 pay the rents, any outgoings and all other sums due under this Lease that are not due under the Lease that the Tenant is bound to pay under this Lease that

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- would be of 6 months following the disclaimer, forfeiture
- 10.3 If clause 10.2.2 of the payment in full, the Landlord must release the Tenant from all future obligations under this clause 10 (but that will not affect the Tenant's obligations in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 shall be deemed to be satisfied or discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement of the obligations of the Tenant or the Guarantor under this clause 10, or any concession allowed to the Tenant or the Guarantor by the Landlord;
- 10.4.2 any variation or waiver by the Landlord (not that a surrender of part will end the obligations of the Guarantor in respect of the surrendered part);
- 10.4.3 any right of set-off or counterclaim that the Tenant or the Guarantor may have against the Landlord;
- 10.4.4 any death, bankruptcy, insolvency 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 restructuring or reorganisation of the whole or any part of the assets or liabilities of any person;
- 10.4.5 any amalgamation or acquisition by any party with any other person, any restructuring or reorganisation of the whole or any part of the assets or liabilities of any person;
- 10.4.6 the existence of a moratorium in relation to the Guarantor of an Act of Insolvency;
- 10.4.7 anything done by the Landlord by deed.
- 10.5 The Guarantor's obligations under this clause 10 shall not be in competition with the Landlord in the event of the insolvency of the Tenant or the Guarantor and the Landlord shall not take any security, indemnity or other benefit from the Tenant or the Guarantor in respect of the Tenant's obligations under this Lease.
- 10.6 Nothing in this clause 10 shall affect any liability on the Guarantor that would exist if the Guarantor were the tenant of this Lease.]

11. Service Charge

- 11.1 As soon as practicable after the Accounting Date the Landlord will prepare an account showing the Service Charge for that Financial Year and containing a fair summary of the Service Charge and will send a copy of the account to the Tenant.
- 11.2 The account prepared in accordance with clause 11.1 will when certified by the Landlord or a qualified surveyor be conclusive evidence of all matters of fact relating to the Service Charge.
- 11.3 For each Financial Year the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year and the Tenant shall, as soon as practicable after the start of the Financial Year, provide the Landlord with appropriate explanatory commentary.
- 11.3.1 the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year and the Tenant shall, as soon as practicable after the start of the Financial Year, provide the Landlord with appropriate explanatory commentary.

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12. Applicable Law and J

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[Execution clauses for landlor

Executed as a deed by affixing
the common seal of

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution clause)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution clause)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

Executed as a deed by affixing



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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution clause)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution 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 _____

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 _____

[Execution clauses for guarantors]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the guarantor is an individual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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<<affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

First Schedule

Granted to the Tenant

1. The right to connect to public mains for the passage of gas, water, electricity, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities;
2. The right to support and carry pipes from the Building;
3. The right in common with other Tenants of Land to:
 - a) use such of the Common Parts as may be necessary to obtain access to and egress from the Premises;
 - b) use such of the mains and water closets in the Common Parts as may from time to time be provided by the Landlord for the use of the Tenant (whether or not the Tenant is a party to this Lease);
 - c) use for the purpose of access on foot only to and egress from the Building, the footpaths and Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - d) use for the purpose of access to and egress from the Building with or without vehicles [which are shown edged 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 Landlord's Neighbouring Property, save as may be provided by the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* do



connecting the Premises to the public mains for the passage of gas, water, electricity, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities.

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others authorised by the Landlord and

ssary to obtain access to and egress from the Premises;

s 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 party to this Lease);

s on foot only to and egress from the Building, the footpaths and Neighbouring Property [which are shown edged green on the plan attached to this Lease];

to and egress from the Building with or without vehicles [which are shown edged red on the plan attached to this Lease];

nted to the Tenant>>.]

Lease does not include any right over the Landlord's Neighbouring Property, save as may be provided by the Law of Property Act 1925 and the rule in

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 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 or likely energy consumption 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 practicable, exercise any rights outside the normal business hours of the Premises.
6. In an emergency, or where it is reasonably necessary, the Landlord may, without notice, try to close off or restrict access to the Premises, so long as (except in an emergency) alternative facilities are available that are not materially less convenient.
7. The right to change, extend, alter, add to, or remove any Common Parts or Conduits so long as:
- alternative facilities are available that are not materially less convenient; or
 - if no alternative is available, the Landlord's enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use any Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce or restrict access to the Premises, so long as the remaining areas are reasonably available for the purposes.
9. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Landlord is to do so) as the Landlord in its absolute discretion considers necessary, so long as these works interfere with the flow of light and air to the Premises, and in connection with those works to underpin and shore up the Premises:
- 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 nature and extent of construction and workmanship;
 - taking reasonable steps to prevent or reduce interference to the Premises by noise, dust and vibration (including, where appropriate, consideration the Tenant's suggestions for limiting any interference);
 - making good any physical damage to the Premises or its contents.
10. The right, where necessary, to place equipment onto the Premises and to place scaffolding and other equipment on or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises made good;
 - the scaffolding causes no obstruction to the entrance to the Premises; and
 - the scaffolding does not obstruct any other tenant whose premises are adjacent to the Premises (including any other tenant whose premises are adjacent to the Premises) unless the Tenant has consented to its use.

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 or not they now exist or that might (but for this reservation) be acquired).

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constructed 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.

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

remainder of the Building from the Premises.

now exist or that might (but for this reservation) be acquired).

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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 (under the Licensing Act 2003) and to comply with all laws and regulations relating to the use of the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant regulations.

paragraph 1 in writing accompanied by all relevant documents to the reasonable satisfaction of the Landlord and will be kept in accordance with relevant regulations.

3. To maintain high standards of cleanliness in the Premises used for the purposes of the Tenant's business and to avoid all health hazards in parts of 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 a licence or registration which is required in connection with the Premises (under the Licensing Act 2003) and to comply with all laws and regulations relating to the use of the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant regulations.

for registration which is required in connection with the Premises (under the Licensing Act 2003) and to comply with all laws and regulations relating to the use of the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant regulations.

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 in the Landlord's Neighbouring Property.

Landlord's Neighbouring Property.

7. No vehicles may be parked on the Premises or in the Landlord's Neighbouring Property for more than is reasonably necessary for the purposes of loading or unloading of goods and no vehicles may remain overnight.

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

8. No mat, brush or mop 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 of such 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 or part of the Premises nor any structure or part of the Premises with any machinery or equipment.

uses nor any machinery or equipment on the Premises.

11. 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.

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

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

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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 Relevant Review Date but if (for the purposes of this clause) the parties have not unconditionally agreed by the Relevant Review Date either the Landlord or the Tenant shall be deemed to have unconditionally agreed the amount of the Open Market Rent to be payable by the Tenant to the Landlord so agree the determination of the amount of the Open Market Rent shall be referred to an Independent Expert for arbitration.
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 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 to the Landlord the amount of the Open Market Rent at the date when the Open Market Rent has been determined 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 to the date of the Relevant Review Date is less than the amount demanded by the Landlord 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 to the Landlord within 10 working days after that demand the amount of that difference calculated on a simple interest basis at the rate of Barclays Bank plc on which each instalment of that difference becomes payable to the date of demand. If not paid the amount of that difference shall be treated as rent in arrear.
6. When the Open Market Rent has been determined by any Relevant Review Date the Landlord and the Tenant shall each submit to the Independent Expert a memorandum (in duplicate) of the yearly amount of the Open Market Rent payable from such Relevant Review Date to the date of the Relevant Review Date and the amount of the difference 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 and the Tenant shall each submit a copy of the memorandum to the other party.
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 immediately prior to the Relevant Review Date. The amount of the Annual Rent payable from that Review Date shall be the amount of the Annual Rent which was payable immediately prior to the Relevant Review Date.

of the Open Market Rent before each Relevant Review Date but if (for the purposes of this clause) the parties have not unconditionally agreed by the Relevant Review Date either the Landlord or the Tenant shall be deemed to have unconditionally agreed the amount of the Open Market Rent to be payable by the Tenant to the Landlord so agree the determination of the amount of the Open Market Rent shall be referred to an Independent Expert for arbitration.

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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 determined at the yearly rate payable for the Relevant Review Date;

actually payable from such Relevant Review Date to the date of the Relevant Review Date is less than the amount demanded by the Landlord 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 the amount of that difference calculated on a simple interest basis at the rate of Barclays Bank plc on which each instalment of that difference becomes payable to the date of demand. If not paid the amount of that difference shall be treated as rent in arrear.

to the provisions of this Schedule, the Landlord and the Tenant shall each submit to the Independent Expert a memorandum (in duplicate) of the yearly amount of the Open Market Rent payable from such Relevant Review Date to the date of the Relevant Review Date and the amount of the difference 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 and the Tenant shall each submit a copy of the memorandum to the other party.

any steps under this Schedule.