

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <i>a) The territory of incorporation</i> <i>b) The overseas company's registered office in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2014, the Act 2022. If the Landlord is an 'overseas entity ID'</i> <i>c) Where the entity is not a company, the place of business and the registered number in the Companies House register.</i> <i>Further details on overseas entities can be found in practice guide.</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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Where there is a letting of part of the title, a plan must be attached to the lease and any floor levels must be specified

LR5. Prescribed statements etc

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

In LR5.2, omit or delete those Acts 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:
Leasehold Reform Act 1967
Leasehold Reform Act 1985
Leasehold Reform Act 1988
Leasehold Reform Act 1996

LR6. Term for which the Property is let

Include only the appropriate statement (if completed) from the three options below

NOTE: The information you provide in this clause, 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.

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LR9. Rights of acquisition

Insert the relevant provisions of the lease clauses or refer to the relevant paragraph of a schedule which contains the provisions

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants in the lease by the Landlord other than the Property

Insert the relevant provisions of the lease clause, schedule or part in this lease which contain the restrictive covenants

None

LR11. Easements

Refer here only to the relevant paragraph of a schedule which sets out the easements

LR11.1 Easements granted by this lease for the benefit of the Property

Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Schedule 2

LR12. Estate rent charged on the Property

Refer here only to the relevant paragraph of a schedule which sets out the rent charged

None

LR13. Application for restriction

Set out the full text of the restriction and the title entered. If you wish to use the standard form of restriction

N/A

S

apply for each of them
against which title and
the restriction you

Standard forms of re
Schedule 4 to the L
2003.

**LR14. Declaration of
more than one pe
Tenant**

*If the Tenant is one p
the alternative statem*

*If the Tenant is m
complete this clause b
inapplicable alternativ*

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[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

OR

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

OR

[The Tenant is more than one person. They are to hold the Property on trust <<Complete as necessary>>]

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1. Definitions

1.1 In this
terms

ere the context otherwise requires, the following meanings;

‘Act of Insolvency’

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y step in connection with any voluntary arrangement
compromise or arrangement for the benefit of any
Tenant or any guarantor;

application for an administration order or the making
tion order in relation to the Tenant or any guarantor;

notice of intention to appoint an administrator, or the
f the prescribed documents in connection with the
an administrator, or the appointment of an
any case in relation to the Tenant or any guarantor;

t of a receiver or manager or an administrative
on to any property or income of the Tenant or any

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ment of a voluntary winding-up in respect of the
guarantor, except a winding-up for the purpose of
r reconstruction of a solvent company in respect of
y declaration of solvency has been filed with the

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	<p>Registrar of Companies;</p> <p>(f) the making of a petition for a winding-up order in respect of the Tenant or any guarantor;</p> <p>(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an order for a Tenant or any guarantor to be struck-off;</p> <p>(h) the Tenant or any guarantor or any company in which the Tenant or any guarantor has a share (but excluding any subsidiary of the Tenant or any guarantor);</p> <p>(i) the making of an application for an order for the presentation of a petition for a bankruptcy order against the Tenant or any guarantor;</p> <p>The paragraphs above shall apply to a partnership (as defined in the Partnerships Act 1907 respectively to in the Insolvent Partnerships Act 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they relate to a partnership referred to in the Limited Liability Partnerships Act 2000/1090) (as amended).</p> <p>Act of Insolvency includes any and all actions that may be taken pursuant to the legislative provisions of the Act of Insolvency of the tenant or guarantor incorporated in such relevant jurisdiction;</p>	
‘Annual Rent’	means £<<annual rent>> per year	
‘Conduits’	means any media for the transmission of water, gas, water drainage, electricity, oil, telecommunications, internet, data communications and other services;	
‘Energy Performance Certificate’	has the meaning given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;	
‘Environmental Performance’	<p>means all or any of the following:</p> <p>(a) the consumption of energy and greenhouse gas emissions;</p> <p>(b) the consumption of water;</p> <p>(c) waste generation and management;</p> <p>(d) any other environmental impact of the Premises;</p>	
‘Insurance Rent’	means the cost to the Landlord of insuring the Premises	

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	<p>premises insured in accordance with the Landlord's Lease;</p> <p>loss of Annual Rent;</p> <p>public or third party liability; and</p> <p>losses of the Premises for insurance purposes from any excess or deductible under any insurance policy which the Tenant incurs or will incur in reinstating the Premises after destruction or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following destruction by an Insured Risk to the Premises because of neglect or failure to act; and</p> <p>any increased premiums that the insurers may require the Tenant to pay in respect of carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the Premises;</p>
'Insured Risks'	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, impact by any articles dropped from them, impact by vehicles, vibration, commotion and malicious damage to the extent, in respect of which cover is generally available on normal commercial terms in the insurance market at the time the insurance is taken out, and against which the Landlord reasonably insures from time to time, subject to all cases to any excesses, limitations and exclusions of the insurers;</p>
'Interest'	<p>the rate of <<rate of interest on outstanding payments >> per year above the base rate for the time being of the Bank of England or (if base rate or that bank ceases to exist) a rate of interest rate notified by the Landlord to the Tenant;</p>
'Landlord'	<p>the person or persons entitled to the immediate reversion to this Lease;</p>
'Landlord's Neighbouring Property'	<p>any buildings owned by the Landlord near to the Premises;</p>
'Permitted Use'	<p>means as offices within use class E(g) (i) of the Town and Country Planning (Use Classes) Order 1987]</p> <p>means as offices within use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];</p>

‘Premises’	described in paragraph LR4 at the beginning of this all other fixtures and fittings in the Premises (other s and fittings);
‘Rent’	erved as rent by this Lease;
‘Rent Commencement Date’	which rent is first to be paid>>;
‘Rent Days’	24 June 29, September and 25 December] in each
‘Surveyor’	r or architect from time to time appointed by the
‘Tenant’	in title and assigns;
‘Term’	pecified in paragraph LR6 at the beginning of this
‘Title Matters’	(if any) set out in the following documents: <<insert ecting the landlord's title to the Premises>>;
‘VAT’	onstituted by the Value Added Tax Act 1994 (and xpressly stated references to rent or other monies nt are exclusive of any VAT charged or chargeable).

- 1.2 Unless otherwise requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
- 1.2.2 reference to any day other than a Saturday, Sunday
day in England and Wales;
- 1.2.3 on of a statute is a reference to that statute or
or re-enacted at the relevant time;
- 1.2.4 reference to this Agreement and each of the
d or supplemented at the relevant time;
- 1.2.5 rule to this Agreement; and
- 1.2.6 is a reference to a clause of this Agreement (other
a paragraph of the relevant Schedule.

1.3 In this

1.3.1 person includes a natural person, corporate or whether or not having separate legal personality);

1.3.2 singular number include the plural and vice versa;

1.3.3 gender include any other gender;

1.3.4 of the Term include any sooner determination of an by effluxion of time;

1.3.5 Tenant not to do an act or thing includes an or suffer such act or thing to be done;

1.3.6 neglect or default of the Tenant include the act, any occupier of the Premises and their respective

1.3.7 do not form part of this Lease and are not to be s construction or interpretation; and

1.3.8 lease include any document supplemental or ed into pursuant to its terms.

1.4 The are for convenience only and shall not affect its int

2. Demise and

2.1 The premises to the Tenant for the Term together with (inso grant the same) the rights set out in the First Schematizing the benefit of the Landlord's rights set out in the Second Schedule, and subject to the

2.2 The

2.2.1 equal payments in advance by bankers' standing (it if the Landlord so requires) on the Rent Days, e made on the date of this Lease for the period t Commencement Date and ending on the day ay;

2.2.2 to time the Insurance Rent;

2.2.3 from the Tenant to the Landlord under this Lease;

2.2.4 er this Lease.

3. Tenant's Co

3.1 The e Landlord:

- 3.1.1 times and in the manner stated without any legal set-off or counterclaim unless required by law.
- 3.1.2 If this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether or not), or if the Landlord refuses to accept rent so much of covenant, the Tenant must on demand pay as rent in arrears) calculated on a daily basis on refused from the due date until the date on which
- 3.1.3 the Landlord against all existing and future rates, taxes, and financial impositions charged on the
- a) in the Rent payable; and
- b) the Landlord's dealing with its own interests.
- 3.1.4 the Landlord against all charges incurred relating to and surface water drainage, electricity, oil, telecommunications, internet, data communications or utilities supplied to the Premises (including all meter rents).
- 3.1.5 stating relief because it has been allowed during the make good that loss to the Landlord on demand.
- 3.1.6 in good and substantial repair and condition and not where damage results from any of the risks the Landlord has insured under Clause 4.1.2 unless insurance money is refused by reason of any act, of the Tenant).
- 3.1.7 all floor coverings in the Premises as often as and, in the final three months of the Term, renew all floor coverings of a colour and quality first class.]
- 3.1.8 the outside and the inside of the Premises as often as is required and also in the last three months before the end of the Term any changes in the external colour scheme must first be agreed with the Landlord. All decoration must be carried out in a good and lasting manner using good quality materials that are appropriate to the Premises and include all appropriate preparatory work.
- 3.1.9 the Premises which are not built upon clean and sound ground.
- 3.1.10 the Tenant:
- a) is to be responsible to the Landlord in the repair and condition of the Premises;
- b) is to be responsible, to remove all items the Tenant has fixed to the Premises and to reverse any alterations the Tenant has made to the Premises and to make good any damage caused to the Premises by that

- c) Tenant's possessions from the Premises; and
- d) Handlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety surveys and reports, fire risk assessments, and certificates relating to electrical and gas

3.1.1 If, at the end of the Term, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within <e.g. 7 days> requested in writing by the Landlord to do so:

- a) the agent of the Tenant sell the possessions;
- b) indemnify the Landlord against any liability incurred by the Landlord if those possessions have been sold by the Landlord and the Landlord proves that the possessions belonged to the Tenant; and
- c) pay to the Tenant the sale proceeds after deducting the costs of removal, storage and sale incurred by the Landlord.

3.1.1 The Landlord may at all reasonable times on reasonable prior notice enter and inspect the Premises and:

- a) if the Engineer or Surveyor gives to the Tenant (or leaves on the Premises) notice of any repairs or maintenance which the Tenant is required to carry out or of any other failure by the Tenant to comply with the terms of this Lease, to repair the Premises and/or carry out the works in accordance with the notice within a period of two weeks from the date of the notice (or sooner if required); and
- b) if the Tenant does not comply with clause 3.1.12 a), to permit the Landlord to enter the Premises and carry out the works at the Tenant's expense on demand (recoverable as a proper expense of such works (including all legal costs and other fees)).

3.1.1 The Landlord is entitled to exercise any right to enter the Premises to inspect the Premises, contractors, agents and professional advisors, and to carry out the works at any reasonable time (whether or not during the Term) and, except in the case of an emergency after giving reasonable notice (which need not be in writing) to the Tenant.

3.1.1 The Landlord shall on demand on an indemnity basis all costs, charges and expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which are recoverable by the Landlord) in connection with or in consequence of the exercise of the rights conferred by this clause.

- a) the Tenant covenants of this Lease;
- b) the Tenant's obligations in this Lease, including the obligation to give effect to a notice under section 146 of the Law of Property Act 1925.

c) Tenant for consent under this Lease, whether that consent or consent is granted or lawfully refused, except where the Landlord is required to act reasonably and the Tenant refuses to give consent;

d) To the Premises to improve their Environmental Performance; the Tenant in its absolute discretion, has consented to the same; so;] and

e) Where a schedule of dilapidations served no later than 3 months before the end of the Term.

3.1.1

a) The Premises shall not be used for any illegal or immoral purpose;

b) The Premises shall not be used as sleeping accommodation or for residential purposes;

c) The Tenant shall not carry out at the Premises any offensive, noisy or dangerous manufacture, occupation or thing; and

d) The Premises shall only be used for the Permitted Use [and only between the hours of 9 AM Mondays to Fridays (and not on bank holidays or public holidays)].

3.1.1

Restrictions on the use of the Premises:

a) The Tenant shall not share the Premises with any adjoining premises;

b) The Tenant shall not carry out any internal or structural alterations to the Premises;

c) The Tenant shall not carry out any alteration to the Premises which would, or may be expected to, have an adverse effect on the asset rating or the Environmental Performance Certificate commissioned in respect of the Premises;

d) The Tenant shall, in accordance with clause 3.1.17 below,] not to make any internal or structural alteration of a non-structural nature to the Premises without the prior written consent (such consent not to be unreasonably withheld or delayed).

3.1.1

Without consent from the Landlord erect, alter or remove any non-permanent or demountable partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the Premises or have an adverse impact on the Environmental Performance of the Premises and which shall be treated as a breach of the Lease subject to the Tenant:

a) The Tenant shall give not less than <<notice period given to Landlord of the Lease>> notice in writing of its intention to carry out any such works;

b) The Tenant shall carry out the works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval of the relevant authorities.

c)	es to their former state and condition on or before the date of the Landlord by notice in writing requests the
d)	of the cost of any alterations or additions carried out, except any which are trade or tenant's fixtures or fittings, and so that the Landlord will not be liable for any necessary increase in the amount for which the Premises are insured unless the Tenant has provided that
3.1.1	the Construction (Design and Management) Regulations, to apply to any works carried out to the Premises and the Landlord's consent is required for them under this Lease, the Regulations and to provide the Landlord with a written health and safety file upon completion of the works;
3.1.1	, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign of the Tenant's trading name in the position specified by the Lease to the Premises, subject to that sign being of a size and material approved by the Landlord and at the Tenant's expense to remove any sign and make good any damage caused to the Premises to the satisfaction of the Landlord.
3.1.2	obligations in respect of the Premises:
a)	s relating to the Premises or to the Tenant's use of the Premises;
b)	receipt by the Tenant of any notice or other communication requiring the Premises to send a copy to the Landlord and to take all necessary steps to comply with the notice and to take any other action in connection with it which the Tenant reasonably may require;
c)	g permission in relation to the Premises without the written consent of the Landlord;
d)	planning permissions relating to or affecting the Premises;
e)	Construction (Design and Management) Regulations, in commencing any works to make a written election to the effect that the Tenant is the only client for the purposes of the Regulations, to give the Landlord a copy of the details of the obligations of the client;
f)	equipped with all fire prevention detection and alarm systems which is required by law or by the insurers of the Premises and to comply with any requirements lawfully required by the Landlord and to maintain the Premises in good repair and to allow the Landlord to inspect it from time to time;
g)	promptly of any defect or disrepair in the Premises and to make good the same and the Landlord shall not be liable under any law or under this Lease;

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- e) [REDACTED] enters into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing for a deposit of the Tenant's next <<e.g. six>> months' Annual Rent (plus VAT) (or the date of the assignment) as security for the performance of the tenant's covenants in this Lease with a view to the Tenant's compliance with it; and

- f) ...ars of the Annual Rent or any other outstanding
...ase and that any material breach of covenant by
...emedied.
- 3.1.2 ...at any time during the Term to enter the Premises
...suitable part of the Premises a notice for re-letting
...potential tenants and buyers to view the Premises
...ccompanied by the Landlord or its agents).
- 3.1.2 ...ce:
- a) ...uirements of the Landlord's insurers and not to do
...which could invalidate any insurance; and
- b) ...mits to do anything which increases any insurance
...e Landlord to repay the increased premium to the
- 3.1.2 ...ct of all taxable supplies made to the Tenant in
...ase on the due date for making any payment or,
...which that supply is made for VAT purposes.
- 3.1.2 ...bliged, under or in connection with this Lease, to
...ny other person any sum by way of a refund or
...mount equal to any VAT incurred on that sum by
...person, except to the extent that the Landlord or
...redit for such VAT under the Value Added Tax Act
- 3.1.2 ...emnify the Landlord against all actions, claims,
...third party, all costs, damages, expenses, charges
...third party and the Landlord's own liabilities, costs
...d in defending or settling any action, claim or
...any personal injury or death, damage to any
...ent of any right arising from:
- a) ...of the Premises or the Tenant's use of them;
- b) ...nant's rights; or
- c) ...alterations.
- 3.1.2 ...n covered by the indemnity in clause 3.1.28, the
- a) ...nt of the claim as soon as reasonably practicable
...f it;
- b) ...n any information and assistance in relation to the
...may reasonably require, subject to the Tenant
...all costs incurred by the Landlord in providing that
...ce; and
- c) ...e Tenant's cost) where it is reasonable for the
- 3.1.3 ...gulations set out in the Third Schedule and any
...ations made by the Landlord from time to time in
...state management.
- 3.1.3 ...he Landlord a fair proportion (to be determined by
...osts, fees and expenses properly incurred by the
...repairing, replacing, maintaining, cleansing and

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ighting any Conduits, structures or other items capable of being used by the Premises in common

3.1.3 any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other notified copy of the relevant document together with of the relevant registered titles to the Landlord.

3.1.3 to compulsory registration at the Land Registry, the date of this Lease to apply to the Land Registry and once the registration has been completed to the relevant titles to the Landlord.

3.1.3 to deliver to the Landlord the original of this Lease as the Landlord reasonably requires to close and to remove entries in relation to it noted against the title.

3.1.3 if any guarantor of the Tenant's obligations under solvent and if the Landlord so requires to procure acceptable to the Landlord enters into a deed of Landlord in the same terms as the original guarantor.

4. Landlord's

4.1 The Landlord shall be responsible for the Tenant:

4.1.1 to pay the rents and other sums due and obligations under this Lease, to permit the Tenant to use the Premises without any interruption by the person claiming under or in trust for the Landlord permitted by the Lease.

4.1.2 to insure (other than any plate glass at the Premises) the Premises by the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant shall be subject to:

a) the insurance to be available in the London insurance market on terms acceptable to the Landlord; and

b) no exclusions or limitations as the insurers may impose.

4.1.1 to obtain all necessary planning and other consents, to use the money received (other than for loss of rent) to repair the Premises if money has been received or (as the case may be) to replace the Premises. The Landlord shall not be obliged to:

a) to replace the Premises on identical in layout or design so long as the replacement is substantially equivalent to that previously at the Premises

b) to replace the Premises if the Tenant has failed to pay any of the Insurance Rent;

c) to replace the Premises after a notice has been served pursuant

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4.2 If, following the destruction of the Premises, the Landlord considers that it is not practical to reinstate the Premises, the Landlord may terminate this Lease by giving written notice to the Tenant. On giving notice this Lease shall terminate without prejudice to any right or remedy of the Landlord in respect of each of the tenant covenants of this Lease. Any claim (other than any insurance for plate glass) shall belong to the Tenant.

5. Provisos and conditions

5.1 The premises

5.1.1 The length of time rent is allowed to be in arrears after becoming due (whether formally demanded or not)

5.1.2 The Tenant's obligations under this Lease; or

5.1.3 The Tenant's insolvency

the Landlord may enter the Premises (or any part of them) at any time after the termination of this Lease (but this will not affect any right or remedy available to the Landlord).

5.2 If the Premises are damaged or destroyed by any Insured Risk so as to be unfit for occupation, the insurance is not vitiated or payment of the insurance shall be payable wholly or in part through any act, neglect or default of the Tenant or a fair proportion of it will cease to be payable if the Premises are not reconstructed for a period of three years or until the occupation or use by the Tenant, whichever is the shorter.

5.3 Nothing in this Lease shall give the Tenant the right to enforce, or to prevent the enforcement of, any benefit of any covenants, rights or conditions to which the Premises are subject.

5.4 The Tenant acknowledges that a person who is not a party to this Lease has no right to enforce any of the provisions of the Contracts (Rights of Third Parties) Act 1999 to the detriment of the Tenant.

5.5 The Tenant warrants that nothing in this Lease constitutes or shall constitute a warranty that the Premises may lawfully be used for any purpose other than that stated in this Lease.

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

6. Notices

6.1 Any notice in connection with this Lease must be in writing and sent by post or special delivery to or otherwise delivered to or left at the recipient under clause 6.2 or to any other address in the United Kingdom if the recipient has specified as its address for service by giving 7 working days' notice under this clause 6.

6.2 A notice served:

6.2.1 on a limited liability partnership registered in the United Kingdom, shall be served at its registered office;

6.2.2 on a company or incorporated in a country outside the United Kingdom shall be served at the address for service in the United Kingdom set out in the deed or document to which they are a party or, if no such address has been given at their last known address in the United Kingdom;

6.2.3 on an individual shall be served:

a) on the landlord, at any postal address in the United Kingdom set out in the deed or document to which they are a party for the registered proprietor on the title number R2.1 at the beginning of this Lease or, if no such address has been given, at their last known address in the United Kingdom;

b) on the tenant, at the Premises;

c) on the guarantor, at the address of that party set out in the deed or document to which they gave the guarantee; and

d) on any other party, at their last known address in the United Kingdom.

6.3 Any notice shall be deemed as served on the second working day after the date of posting by prepaid first-class post or special delivery or at the time of delivery or left at the recipient's address if delivered to or left at that address.

6.4 If a notice is 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 by email is not a valid form of service under this Lease.

7. [Termination]

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

7.2 If the tenant terminates this Lease in accordance with Clause 7, this will not affect the rights of any party under the Lease or its obligation in this Lease.

- 7.3 The Landlord shall reimburse the Tenant all payments of Rent that relate to a period of less than 6 months of this Lease.]
8. **[Termination]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord notice of not less than <<notice period to terminate lease e.g. 3 or 6 months>> and the termination shall take effect at any time.
- 8.2 This Lease shall terminate following a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and gives possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The term of this Lease 8 is personal to the Tenant named in paragraph 1.1.1 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 exist.]
- 8.4 If the Tenant assigns the Lease in breach of Clause 8, this will not affect the rights of any party to this Lease.
- 8.5 The Landlord shall reimburse the Tenant all payments of Rent that relate to a period of less than 6 months of this Lease.]
9. **[Tenant Option to extend term]**
- 9.1 Provided that in the event of any of the terms of this Lease, the Tenant shall have the option to extend this Lease for an additional term of <<insert number of years>> years to and including <<insert date>> on the same terms and conditions set out in this Lease, subject to modification by the terms, covenants and conditions of this Lease.
- 1.1.1.1 If the Tenant exercises this said option, then the Tenant shall give the Landlord written notice no earlier than the date which is <<insert number of months>> months prior to the expiration of the term of the Lease but no later than the date which is <<insert number of months>> months prior to the expiration of the term of this Lease. If the Tenant gives the Landlord notice, the Tenant shall have no further or additional option to extend the term of this Lease.
- 1.1.2 This option shall not be transferable and shall be personal to the Tenant.
10. **Exclusion of liability**
- 10.1 The Tenant shall not be bound to enter into this Lease (or as the case may be, to accept the grant of this Lease) before the grant of this Lease (or as the case may be, to accept the grant of this Lease) the Landlord shall be bound to enter into this Lease (or as the case may be, to accept the grant of this Lease) in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.

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- 10.2 The Tenant (or a person on behalf of the Tenant) made a [declaration] [set out in paragraph 7] [statutory declaration in the form of schedule 2 to the 2003 Order.
- 10.3 The Tenant is a person who made the declaration on the Tenant's behalf and is authorised to do so by the Tenant's authority.
- 10.4 The Landlord and Tenant agree pursuant to section 38A (1) of the Landlord and Tenant Act 1954 to comply with sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.
11. **[Guarantor's Obligations]**
- 11.1 The Guarantor agrees to the following:
- 11.1.1 The Guarantor agrees to the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor will be liable to the Landlord and comply with those obligations;
- 11.1.2 The Guarantor agrees to the Landlord as primary obligor, and separate to the obligations of the Tenant under 11.1.1 above, to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's breach of the rents or comply with the Tenant's covenants and obligations under the supplemental documents (to this Lease); and
- 11.1.3 The Guarantor agrees to the Landlord as primary obligor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company arrangement, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 11.
- 11.2 If the Landlord, in its sole discretion notifies the Guarantor within three months of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten working days of the notification, elect by written notice to the Landlord its option either:
- 11.2.1 To pay to the Landlord a sum of money (including payment of the Landlord's costs) to the Landlord as a condition of the Lease of the Premises:
- a) To pay to the Landlord a sum of money (including payment of the Landlord's costs) to the Landlord as a condition of the Lease of the Premises taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, or on the date when this Lease would have ended if the disclaimer or forfeiture or striking-off had not happened;
- b) To pay to the Landlord any other sums payable at the date of the forfeiture or disclaimer or striking-off, which would be payable save for any rent suspension;
- c) To pay to the Landlord a sum of money (including payment of the Landlord's costs) to the Landlord as a condition of the Lease of the Premises on the term commencement date of the Lease or the next rent review under this Lease that falls before that date that has not been concluded (but with the rent review being treated as if it had been concluded on the date of the concluded rent review);

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- d) ...dates on each Rent Review Date under this Lease ...the term commencement date of the new lease; and
- e) ...the terms and conditions as this Lease; or

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11.2. ...arrears of the rents, any outgoing and all other ...lease plus the amount equivalent to the total of the ...all other sums due under this Lease that would be ...of 6 months following the disclaimer, forfeiture or

11.3 If cla ...uarantor must pay the Landlord's costs (on a full ...in respect of the grant of the lease.

11.4 If cla ...on receipt of the payment in full, the Landlord must ...s future obligations under this clause 11 (but that ...rights in relation to any prior breaches).

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11.5 The C ...ot be reduced or discharged by:

- a) ...son to enforce in full, or any delay in enforcement ...or any concession allowed to the Tenant or any
- b) ...g any right or remedy against the Tenant for any ...s due under this Lease or observe the Tenant's ...lease;
- c) ...ndlord to accept any rent or other payment due
- d) ...ease (except that a surrender of part will end the ...ility in respect of the surrendered part);
- e) ...counterclaim that the Tenant or the Guarantor may
- f) ...disability or change in the constitution or status of ...ntor or of any other person who is liable, or of the
- g) ...merger by any party with any other person, any ...quisition of the whole or any part of the assets or ...ty by any other person;
- h) ...rrence in relation to the Guarantor of an Act of
- i) ...an a release by the Landlord by deed.

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11.6 The C ...in competition with the Landlord in the insolvency ...ke any security, indemnity or guarantee from the ...nt's obligations under this Lease.

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11.7 The C ...ed from its future obligations under this Lease at ...the e

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- a) this Lease expires;
- b) is released from the tenant covenants under this Lease; or
- c) releases the Guarantor in accordance with clause 11.3.

12. Applicable law

- 12.1 This Lease is governed by the law of England and Wales. The parties irrevocably and exclusively submit to the jurisdiction of the courts of England and Wales in relation to any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 12.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to hear any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 12.3 Any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations, shall be referred to the courts of England and Wales for determination.

THIS LEASE has been made and delivered on the day on which it has been dated.

[Execution clauses]

Executed as a deed of the common seal of <<Landlord's Name>> in the presence of

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative clause for a company)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative completion)

Executed as a deed
<<Guarantor's Name>>
acting by [a director]

Signature:

Director

secretary] [two directors]

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Rights Granted to the Tenant

1. The right to ... mains for the ... oil, telephone ... supplies or u
2. The right to ... the Premises from any adjoining premises owned by the Landl
3. [The right in ... rd and all others authorised by the Landlord to:
- a) use f ... gaining access on foot only to and egress from the Prem ... ourtyards and emergency escapes within the Land ... berty [which are shown edged green on the plan attac
 - b) use f ... gaining access to and egress from the Premises estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
 - c) <<ins ... ghts to be granted to the Tenant>>.]
4. [Except as n ... ant of this Lease does not include any right over s. 62 of the Law of Property Act 1925 and the rule in *Wheeldon v* ... this Lease.

Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, remove, or otherwise use, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and to install, maintain, repair, replace, alter, remove, or otherwise use, any conduits, pipes, cables, ducts, or other infrastructure, within or adjoining or neighbouring premises through the Premises.
2. The right to:
 - a) review, inspect, test, maintain, repair, replace, alter, remove, or otherwise use, any equipment within or relating to the Premises and to the Environmental Performance of the Premises including to the Premises and to the Premises;
 - b) estimate, assess, or determine the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are reasonably necessary, the right to enter the Premises, and to carry out the works, reasonably carried out without entry onto the Premises, and to:
 - a) build, alter, repair, replace, or otherwise use, any party walls on or adjacent to the Premises; and
 - b) inspect, maintain, repair, replace, alter, rebuild or carry out other works upon any adjoining or neighbouring premises; and
4. [Where the Tenant consents, the right to enter the Premises to improve their Environmental Performance.]
5. The right to enter the Premises for anything that the Landlord is expressly entitled or required to do for or any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 48 hours' prior notice (except in the case of emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observe the Tenant's privacy to the Landlord's entry set out in this Lease;
 - d) cause the Tenant's business as reasonably practicable;
 - e) cause the Tenant's business as reasonably practicable;
 - f) repair the Premises as soon as reasonably practicable; and
 - g) when carrying out the works, obtain the Tenant's approval to the location, method, and timing of the works, and other material matters relating to the preparation for, and carrying out of, the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) when carrying out the works, exercise any rights outside the normal business hours of the Premises.

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6. [The right to place scaffolding, plant and equipment on the roof of the Premises and to use any route as the Landlord may require.]

7. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works do not materially adversely affect the flow of light and air to the Premises and provided that in connection with those works to underpin and shore up the Premises the Landlord:

- a) giving notice of the works to be carried out;
- b) consulting the Tenant in relation to the management of potential interference;
- c) taking such steps as are reasonable to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
- d) taking such steps as are reasonable to ensure that the works comply with current standards of construction and workmanship;
- e) taking such steps as are reasonable to reduce any interference to the Premises by noise, dust or vibration, having taken into consideration the Tenant's suggestions for limiting such interference;
- f) making good any damage to the Premises or its contents;
- g) repairing any damage to the Premises as soon as reasonably practicable, with any damage to the Premises made good;
- h) the scaffolding being erected as is reasonably practicable to the minimum extent necessary;
- i) the scaffolding not being used for advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises and not obscured by the scaffolding) unless the Tenant has agreed in writing;
- j) if the scaffolding obstructs or interferes with the display of a sign on the Premises, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible.

8. The right, with the Landlord's consent, to place scaffolding, plant and equipment on the exterior of or outside any buildings on the Premises in accordance with the rights under this Lease provided that:

9. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions on the Tenant or on any adjoining premises owned by the Landlord.

10. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions on the Tenant or on any adjoining premises owned by the Landlord.

11. All rights of the Tenant are reserved (without prejudice to any other reservation).

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Rule – Regulations

1. Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements.
3. When requested to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
5. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain on the Premises overnight.
6. No mat, brush, or other refuse to be thrown out of the Premises.
7. Not to place or deposit any refuse, waste or refuse in the bins but to dispose of the same in accordance with the bye-laws and in consultation with the Local Authority.
8. Not to overload or use the Premises for any purpose other than the purpose for which the Premises were constructed.
9. No blind signs or notices to be placed on the Premises without the previous written consent of the Landlord and type.
10. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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