

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>> which is on the <<Insert floor number(s)>> floor of the Building (as defined

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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.

1)

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 Landlord and Tenant 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 (or statements 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 Landlord and Tenant 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 if the lease 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 affecting the lease by the Landlord or other than the Property

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

None

LR11. Easements

Refer here only to the relevant paragraph of a schedule if the lease 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 if the lease sets out the rent charged on the Property

None

LR13. Application for planning permission or other restriction

Set out the full text of the application for planning permission or other restriction and the title entered. If you wish to use the standard form of restriction, refer to the relevant paragraph of a schedule

N/A

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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 person as Tenant

If the Tenant is one person, complete the alternative statement below.

If the Tenant is more than one person, complete this clause below. If the alternative statement is not applicable, alternative statement is not applicable.

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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 lease, the following terms have the following meanings:

where the context otherwise requires, the following meanings;

‘Act of Insolvency’

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

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

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

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

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

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	<p>Registrar of Companies;</p> <p>(f) the making of a petition for a bankruptcy order in respect of the Tenant or any guarantor;</p> <p>(g) the striking-off of the Tenant from the Register of Companies or the making of an order for a guarantor to be struck-off;</p> <p>(h) the Tenant or any guarantor ceasing to be incorporated in England and Wales (but excluding any order for a guarantor to be struck-off);</p> <p>(i) the making of an application 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 Order 1986 (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they relate to the Limited Liability Partnerships (Amendment) Order 2001/1090 (as amended).</p> <p>Act of Insolvency includes any and all proceedings that may be taken pursuant to the legislative provisions of any such relevant jurisdiction;</p>	<p>...nding-up order</p> <p>...ne Register of</p> <p>...Tenant or any</p> <p>...(but excluding</p> <p>...e presentation</p> <p>...a bankruptcy</p> <p>...ship or limited</p> <p>...d the Limited</p> <p>...ations referred</p> <p>...94/2421) (as</p> <p>...in the Limited</p> <p>...s referred to in</p> <p>...001/1090) (as</p> <p>...vents that may</p> <p>...in relation to a</p> <p>...such relevant</p>
‘Annual Rent’	means £<<annual rent>> per year	
‘Building’	means the land and building known as <<insert title number>> with title number <<insert title number>> and improvements;	
‘Common Parts’	means all roads, footpaths, yards, staircases, lifts and landings [which are shown on the plan attached to this Lease] and any other parts of the Building provided for use in common by the tenants, the Landlord and visitors;	
‘Conduits’	means any media for the transmission of water, gas, 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 2002;	
‘Environmental Performance’	means all or any of the following: <p>(a) the consumption of energy and greenhouse gas emissions;</p>	<p>...generation of</p>

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	<p>on of water;</p> <p>on and management; and</p> <p>onmental impact arising from the use or operation of</p>
‘Insurance Rent’	<p>the Landlord of:</p> <p>insured in accordance with the Landlord’s</p> <p>s Lease;</p> <p>loss of Annual Rent;</p> <p>public or third party liability; and</p> <p>ons of the Premises for insurance purposes from</p> <p>ay excess or deductible under any insurance policy</p> <p>d incurs or will incur in reinstating the Premises</p> <p>ction or damage by an Insured Risk;</p> <p>ne amount that the insurers refuse to pay following</p> <p>uction by an Insured Risk to the Premises because</p> <p>ct or failure to act; and</p> <p>increased premiums that the insurers may require</p> <p>carrying out or retention of any permitted</p> <p>e Tenant’s or any lawful occupier’s use of the</p>
‘Insured Risks’	<p>re (including subterranean fire), lightning, explosion,</p> <p>sidence, landslip, heave, earthquake, burst or</p> <p>pes, tanks or apparatus, impact by aircraft or other</p> <p>any articles dropped from them, impact by vehicles,</p> <p>commotion and malicious damage to the extent, in</p> <p>er is generally available on normal commercial terms</p> <p>market at the time the insurance is taken out, and</p> <p>st which the Landlord reasonably insures from time</p> <p>l cases to any excesses, limitations and exclusions</p> <p>ers;</p>
‘Interest’	<p>the rate of <<rate of interest on outstanding payments</p> <p>per year above the base rate for the time being of</p> <p>or (if base rate or that bank ceases to exist) a</p> <p>nt rate notified by the Landlord to the Tenant;</p>
‘Landlord’	<p>entitled to the immediate reversion to this Lease;</p>
‘Landlord’s Neighbouring Property’	<p>dings owned by the Landlord near to the Premises;</p>

S A M P L E

‘Letting Unit’	office suite or other unit of accommodation in the Building or any accommodation provided for a porter or other person or otherwise exclusively occupied (or intended for occupation) otherwise than solely in connection with the operation of the Building or the provision of services to the Building;
‘Permitted Use’	means as offices within use class E(g)(i) of the Town and Country Planning (Use Classes) Order 1987] means as offices within use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];
‘Premises’	described in paragraph LR4 at the beginning of this clause; carpet, tile and other surface finishes and internal partitions and walls in or bounding the Premises and all doors and windows including the glass, the frames and the hardware; structural walls and partitions lying within the Premises; waterproofed coverings or other surface finishes of the underside of the joists or other structures to which the floors are fixed, including for the avoidance of doubt the ceiling tiles and the ventilation system; and other surfaces of the floors down to the upper surfaces of the joists or structures to which the floors are fixed; including only the Premises including the guard rails of balconies; which serve the Premises exclusively; electrical, mechanical and water and sanitary apparatus and fixtures and fittings exclusively to the Premises and all other fixtures and fittings to the Premises (other than tenant’s fixtures and fittings) not included in the list of fixtures and fittings; shall not include: the structure of the Building (other than any matters expressly included in the list of fixtures and fittings); the underside of the joists or structures to which the floors are fixed or below the upper surfaces of the joists or structures to which the floors are fixed including the floor slab the concrete floor slab of the balcony (if any); timbers and joists and other load bearing parts of the structure of the Building; any of the external or structural walls or load bearing parts of the Building except those surface finishes and coverings expressly included above; windows and doors expressly included above; and any other parts of the Building which do not serve the Premises exclusively;
‘Rent’	the sum of money reserved as rent by this Lease;

‘Rent Commencement Date’	means <<date on which the Lease commences>>;	
‘Rent Days’	means [25 March, 24 June and 25 December] in each year;	
‘Retained Property’	means all parts of the Premises (but not limited to): (a) the Common Parts; (b) all Conduits in or over the Premises which serve any individual Letting Unit; (c) those parts of the Premises which are not within the Premises of any Letting Units in the Premises; 	Letting Units including (but not limited to) the Common Parts, except any that exclusively serve any Letting Unit, and the roof and roof structures and roofs which are not within the Premises of any Letting Units in the Premises to be included in the other Letting Units on the same basis as the Premises;
‘Service Charge’	means a [fair proportion of the service costs the tenant pays to the Landlord in or over the Premises in performing any service or work in or over the Premises in the interests of good estate management] OR [fair proportion of the service costs the tenant pays to the Landlord in or over the Premises in performing any service or work in or over the Premises in the interests of good estate management] OR [fair proportion of the service costs the tenant pays to the Landlord in or over the Premises in performing any service or work in or over the Premises in the interests of good estate management];	or area basis or any other method the Landlord may determine] OR [<<proportion of the service costs the tenant pays to the Landlord in or over the Premises in performing any service or work in or over the Premises in the interests of good estate management] OR [<<proportion of the service costs the tenant pays to the Landlord in or over the Premises in performing any service or work in or over the Premises in the interests of good estate management];
‘Surveyor’	means the surveyor appointed by the Landlord;	to time appointed by the Landlord;
‘Tenant’	includes successors in title of the Tenant;	
‘Term’	means the term specified in the Lease;	at the beginning of this Lease;
‘Title Matters’	means the matters (if any) relating to the title of the Premises (including the list of documents affecting the title of the Premises) as set out in the Schedule to the Lease;	following documents: <<insert list of documents affecting the title of the Premises>>;
‘VAT’	means the tax as computed under the Value Added Tax Act 1994 (and any amendments thereto) unless otherwise expressed or implied to be payable by the Tenant;	Value Added Tax Act 1994 (and any amendments thereto) unless otherwise expressed or implied to be payable by the Tenant; or any other tax or duty (including any surcharge or penalty) charged or chargeable).

1.2 Unless the context otherwise requires, the terms defined in this Agreement to:

1.2.1 “writing” or “written” include electronic communications;

1.2.2 a “working day” is a reference to a day which is not a Saturday, Sunday or a bank or public holiday;

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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.

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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
t or suffer such act or thing to be done;

1.3.6 neglect or default of the Tenant include the act,
ny 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 l ent are for convenience only and shall not affect
its int

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2. Demise and

2.1 The mises to the Tenant for the Term together with
(inso grant the same) the rights set out in the First
Sche reserving for the benefit of the Landlord's
Neigh the Retained Property the rights set out in the
Seco t to the Title Matters.

2.2 The T

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 o time the Insurance Rent;

2.2.3 o time the Service Charge;

2.2.4 om the Tenant to the Landlord under this Lease;

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2.2.5 ...er this Lease.

3. Tenant's Co

3.1 The T ...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 ...this Lease is unpaid for more than <<maximum
allowed to be in arrears e.g. 7 days>> (whether
... not), or if the Landlord refuses to accept rent so
... 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,
... s, and financial impositions charged on the

3.1.4 ...n the Rent payable; and

3.1.5 ...e Landlord's dealing with its own interests.

3.1.6 ...e Landlord against all charges incurred relating to
... and surface water drainage, electricity, oil,
... ecommunications, internet, data communications
... r utilities supplied to the Premises (including all
... meter rents).

3.1.7 ...ting relief because it has been allowed during the
... make good that loss to the Landlord on demand.

3.1.8 ...in good and substantial repair and condition and
... ot where damage results from any of the risks
... ndlord has insured under Clause 4.1.2 unless
... nsurance money is refused by reason of any act,
... e Tenant).

3.1.9 ...all floor coverings in the Premises as often as
... and, in the final three months of the Term, renew
... th floor coverings of a colour and quality first
... ord.]

3.1.1 ...e parts (if any) and the inside of the Premises as
... y necessary and also in the last three months
... Term. Any changes in the external colour scheme
... d by the Landlord. All decoration must be carried
... per manner using good quality materials that are
... emises and include all appropriate preparatory

3.1.1 ...he Premises which are not built upon clean and
... ruction.

3.1.1 ...:

- a) to the Landlord in the repair and condition
- b) requires, to remove all items the Tenant has fixed to the Premises and any alterations the Tenant has made to the Premises and to make good any damage caused to the Premises by that
- c) the Tenant's possessions from the Premises; and
- d) to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety records, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical and gas
- 3.1.11 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> after being requested in writing by the Landlord to do so:
- a) the Landlord may cause the agent of the Tenant sell the possessions;
- b) the Landlord shall indemnify the Landlord against any liability incurred by the Landlord in respect of those possessions have been sold by the Landlord and the Landlord shall ensure that the possessions belonged to the Tenant; and
- c) the Landlord shall pay to the Tenant the sale proceeds after deducting the costs of collection, storage and sale incurred by the Landlord.
- 3.1.12 The Landlord shall have the right to enter and inspect the Premises at all reasonable times on reasonable prior notice to enter and inspect the Premises and:
- a) if the Landlord or its agents 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 obligations under this Lease, to repair the Premises and/or to 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 and to recover from the Tenant on demand (recoverable as a debt) the proper expenses of such works (including all legal costs and other fees).
- 3.1.13 The Landlord shall be entitled to exercise any right to enter the Premises to inspect the Premises, to engage its agents, 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 prior notice (which need not be in writing) to the Tenant.
- 3.1.14 The Landlord shall be entitled to recover on demand on an indemnity basis all costs, including legal costs and Surveyor's fees, properly incurred by the Landlord (or which

SAMPLE

a) Tenant covenants of this Lease;

b) Tenant's obligations in this Lease, including the service of a notice under section 146 of the Law of Property Act 1954;

c) Tenant for consent under this Lease, whether that 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; and the Tenant, in its absolute discretion, has consented to the same;] and

e) The service of a schedule of dilapidations served no later than the end of the Term.

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- a) is not to be used for any illegal or immoral purpose;
- b) is not to be used as sleeping accommodation or for residential purposes;
- c) is not to be used at the Premises any offensive, noisy or dangerous activity, trade, manufacture, occupation or thing; and
- d) is not to be used solely for the Permitted Use [and only between the hours of 11.00 AM Mondays to Fridays (and not on bank holidays).

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- a) [REDACTED] with any adjoining Premises;
- b) [REDACTED] or structural alterations to the Premises;
- c) [REDACTED] to the Premises which would, or may be expected to, have an adverse effect on the asset rating of the Finance Certificate commissioned in respect of the [REDACTED] and
- d) [REDACTED] clause 3.1.17 below,] not to make any internal or structural alterations of a non-structural nature to the Premises without the written consent (such consent not to be unreasonably withheld or delayed).

- # E

a) not less than <<notice period given to Landlord of
ed out e.g. 2 months>> notice in writing of its
ny such works;

b) works in a good and workmanlike manner and in
r necessary permission, consent or approval

c) es to their former state and condition on or before
f the Landlord by notice in writing requests the

d) of the cost of any alterations or additions carried
cept any which are trade or tenant's fixtures or
cticable and so that the Landlord will not be liable
any necessary increase in the amount for which
sured unless the Tenant has provided that

3.1.2 the Construction (Design and Management)
ply to any works carried out to the Premises
andlord's consent is required for them under this
the Regulations and to provide the Landlord with
ed health and safety file upon completion of the

3.1.2 , fascia notice or advertisement on the outside of
to be visible outside the Premises other than a
nt's trading name in the position specified by the
ce to the Building and on the entrance door to the
at sign being of a size, design, layout and material
ord and at the end of the Term to remove any sign
amage caused to the reasonable satisfaction of

3.1.2 ligations in respect of the Premises:

a) s relating to the Premises or to the Tenant's use
Premises;

b) receipt by the Tenant of any notice or other
ng the Premises to send a copy to the Landlord
ake all necessary steps to comply with the notice
n and take any other action in connection with it
reasonably may require;

c) ng permission in relation to the Premises without
nt of the Landlord;

d) lanning permissions relating to or affecting the

e) struction (Design and Management) Regulations
mencing any works to make a written election
to the effect that the Tenant is the only client for
Regulations, to give the Landlord a copy of the
e obligations of the client;

- f) equipped with all fire prevention detection and alarm system which is required by law or by the insurers of the Premises and to comply with any other requirements required by the Landlord and to maintain the same in good order and to permit the Landlord to inspect it from time to time;
- g) to notify the Landlord promptly of any defect or disrepair in the Premises and to keep the Landlord liable under any law or under this Lease;
- h) to obtain the written consent of the Landlord to apply for an occupancy certificate in respect of the Premises.
- 3.1.23 The Tenant shall not permit any right or easements to be acquired over the Premises. Any such right or easement may result in the acquisition of a right or easement:
- a) in favour of the Landlord; and
- b) in any way that the Landlord requests in writing so long as the Landlord meets the Tenant's obligations and is not adverse to the Tenant's business interests to do so.
- 3.1.24 The Tenant shall not:
- a) assign the Premises on trust for another;
- b) sublet or permit any third party to occupy the whole or any part of the Premises;
- c) permit any third party to exercise the possession or occupation of the whole or any part of the Premises;
- d) let the whole or any part of the Premises;
- e) let any part of the Premises; and
- f) assign the Premises as a whole without the prior written consent of the Landlord. The Landlord may as a condition of giving consent impose such conditions as the Landlord may reasonably require with the conditions in clause 3.1.23.
- 3.1.25 The Landlord may impose in relation to an assignment of the Premises the following conditions:
- a) that the assignee is someone who, immediately before the proposed assignment, was a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of the Premises under an authorised guarantee agreement;
- b) that the assignee enters into an agreement guaranteeing that the assignee will be bound by the Tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably require;
- c) that the assignee, in the Landlord's reasonable opinion of sufficient financial resources, is able to comply with the Tenant's covenants and obligations under this Lease;
- d) that the assignee is acceptable to the Landlord acting reasonably and that the assignee will indemnify the Tenant's covenants of this Lease and the Landlord may reasonably require;

- e) ...ers into a rent deposit deed in such form as the ...ably require with the Landlord providing for a ...n <<e.g. six>> months' Annual Rent (plus VAT) ... date of the assignment) as security for the ...ce of the tenant's covenants in this Lease with a ...it; and
- f) ...ars of the Annual Rent or any other outstanding ...ease 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 ...ease 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
- 3.1.3 ...emnify the Landlord against all actions, claims, ...hird party, all costs, damages, expenses, charges ...hird 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.
- 3.1.3 ...n covered by the indemnity in clause 3.1.28, the
- a) ...nt of the claim as soon as reasonably practicable ...f it;

b) provide any information and assistance in relation to the same as the Landlord may reasonably require, subject to the Tenant's contribution to all costs incurred by the Landlord in providing that assistance; and

c) pay the cost (or the Tenant's cost) where it is reasonable for the Landlord to incur such costs.

3.1.32 Common Parts:

a) take all reasonable steps to prevent any damage to the Common Parts (without limitation) when bringing in or removing goods, materials or equipment from the Premises;

b) use the Common Parts, passage, staircase, lavatories and water closets in a careful manner and to make good any damage caused by their careless use;

c) keep the passages and staircases in the Common Parts in good repair and in good construction at all times.

3.1.33 The Tenant shall comply with all regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in relation to the state management of the Common Parts.

3.1.34 The Tenant shall pay and expenses referred to in this Clause 3.1.32 are included in the Service Charge, to pay on demand to the Landlord a sum (to be determined by the Landlord) of the Service Charge for the period properly incurred by the Landlord in insuring, maintaining, cleansing and (where appropriate) repairing the structures or other items which are used or are situated on the Premises in common with any other part of the Retained Property.

3.1.35 In the event of any assignment, transfer, underlease or charge of the Premises or by the Tenant, any undertenant or any other person, the Tenant shall provide a certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

3.1.36 The Tenant shall ensure that the Lease is registered to compulsory registration at the Land Registry, from the date of this Lease to apply to the Land Registry and once the registration has been completed to provide a copy of the relevant titles to the Landlord.

3.1.37 The Tenant shall deliver to the Landlord the original of this Lease and all documents as the Landlord reasonably requires to close the Lease and to remove entries in relation to it noted against the relevant title.

3.1.38 The Tenant shall ensure that if any guarantor of the Tenant's obligations under the Lease is no longer solvent and if the Landlord so requires to procure a replacement guarantor acceptable to the Landlord enters into a deed of guarantee with the Landlord in the same terms as the original guarantor.

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

5. Provisos and

5.1 The p

5.1.1 ...length of time rent is allowed to be in arrears e.g. ... becoming due (whether formally demanded or

5.1.2 ...his Lease; or

5.1.3 ...vency

the L ... Premises (or any part of them) at any time after
and c ... will end (but this will not affect any right or remedy
availa

5.2 If the ... or destroyed by any Insured Risk so as to be unfit
for o ... the insurance is not vitiated or payment of the
insur ... wholly or in part through any act, neglect or default
of the ... it or a fair proportion of it will cease to be payable
from ... destruction for a period of three years or until the
Prem ... occupation or use by the Tenant, whichever is the
short

5.3 Nothi ... the Tenant the right to enforce, or to prevent the
relea ... benefit of any covenants, rights or conditions to
which ... are subject.

5.4 The p ... on who is not a party to this Lease has no right
arisin ... Contracts (Rights of Third Parties) Act 1999 to
enfor ... se.

5.5 The ... that nothing in this Lease constitutes or shall
const ... warranty that the Premises may lawfully be used
for an ... is Lease.

5.6 The T ... at it has not entered into this Lease in reliance on
any r ... y made by or on behalf of the Landlord.

6. Notices

6.1 Any n ... connection with this Lease must be in writing and
sent ... st or special delivery to or otherwise delivered to
or lef ... recipient under clause 6.2 or to any other address
in the ... e recipient has specified as its address for service
by gi ... rking days' notice under this clause 6.

6.2 A not

6.2.1 ... d liability partnership registered in the United
ed at its registered office;

6.2.2 ... or incorporated in a country outside the United
rved at the address for service in the United
set out in the deed or document to which they are
dress has been given at their last known address

6.2.3 ... erved:

SAMPLE

- a) the landlord, at any postal address in the United Kingdom for the registered proprietor on the title number R2.1 at the beginning of this Lease or, if no such last known address in the United Kingdom;
- b) the tenant, at the Premises;
- c) the registered proprietor, at the address of that party set out in the deed which they gave the guarantee; and
- d) the other party, at their last known address in the United Kingdom.

6.3 Any item delivered as served on the second working day after the date of posting by registered 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 the recipient's address.

6.4 If a notice is received on a day that is not a working day or after 5:00PM on a day that is not a working day, the notice 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 [REDACTED] this Lease at any time [after <<insert date>>] by giving [REDACTED] notice of termination. The notice shall be in writing and shall take effect at any time.

7.2 If the [REDACTED] clause 7, this will not affect the rights of any party for any [REDACTED] obligation in this Lease.

7.3 The [REDACTED] the Tenant all payments of Rent that relate to a period of [REDACTED] of this Lease.]

8. [Termination

8.1 The [redacted] may terminate this Lease at any time [after <<insert date>>] by giving [redacted] more than <<notice period to terminate lease e.g. 3 or 6 months>> written notice. The termination shall take effect at any time.

8.2 This [REDACTED] shall terminate following a notice given by the Tenant if the Tenant [REDACTED] the rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

8.3 [The Lease] is personal to the Tenant named in paragraph LR3 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 [REDACTED] Clause 8, this will not affect the rights of any party for an [REDACTED] obligation in this Lease.

8.5 The [REDACTED] the Tenant all payments of Rent that relate to a period [REDACTED] of this Lease.]

9. **[Tenant Option to extend term]**

9.1 Provided that the Tenant does not default under any of the terms of this Lease, the Tenant may, at its option, extend this Lease for an additional term of <<insert term>> years to and including <<insert extended lease term>> years, on the same terms and conditions set forth in this Lease, except as modified by the following provisions and conditions below:

9.1.1 If the Tenant exercises this said option, then the Tenant shall provide the Landlord with written notice no earlier than the date which is <<insert notice period>> months prior to the expiration of the term of the Lease and no later than the date which is <<last notice period to exercise option>> _____ (__) months prior to the expiration of the term of the Lease. If the Tenant fails to provide such notice, the Tenant shall not have any further or additional right to extend or renew the Lease.

9.1.2 The Tenant's option shall not be transferable and shall be personal to the Tenant.

10. **Exclusion of remedies**

10.1 The Tenant acknowledges that, before the grant of this Lease (or as the case may be), the Tenant was not contractually bound to enter into this Lease) the Tenant has not been served with a notice in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.

10.2 The Tenant acknowledges that the Tenant (or a person on behalf of the Tenant) made a [declaration] [statutory declaration in the form set out in paragraph 7] of schedule 2 to the 2003 Order.

10.3 The Tenant acknowledges that the person who made the declaration on the Tenant's behalf was acting in his or her capacity as authority.

10.4 The Tenant acknowledges that the Tenant agrees 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.

10.5 The Tenant acknowledges that the Tenant agrees 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.

11. **[Guarantor's obligations]**

11.1 The Guarantor agrees to indemnify the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall be jointly and severally liable with the Tenant and comply with those obligations;

11.1.1 The Guarantor agrees to indemnify the Landlord as primary obligor, and separate to the obligations of the Tenant under 11.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants (including any supplemental documents to this Lease); and

- 11.1. The Landlord as primary obligor to indemnify the Tenant for all losses, costs, damages and expenses caused to the Tenant proposing or entering into any company, 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 Tenant, at the discretion of the Landlord, notifies the Guarantor within three months of the date of 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 date of notification, exercise its option either:
- 11.2.1 The Tenant must pay the Landlord a sum equal to the cost (including payment of the Landlord's costs) of the Lease of the Premises:
- a) The Lease must take effect on the date of the disclaimer or the date of the Tenant being struck off the register of companies or on the date when this Lease would have ended if disclaimer or striking-off had not happened;
 - b) The Tenant must pay the Landlord other sums payable at the date of the forfeiture or the date when the Lease would be payable save for any rent suspension;
 - c) The Tenant must pay the Landlord a sum equal to the rent for the period from the term commencement date of the new lease to the date of the rent review under this Lease that falls before that date that has not been concluded (but with the rent payable at the rate of the concluded rent review);
 - d) The Tenant must pay the Landlord a sum equal to the rent for the period from the term commencement date of the new lease to the date of the rent review under this Lease;
 - e) The Tenant must pay the Landlord a sum equal to the rent for the period from the term commencement date of the new lease to the date of the rent review under this Lease; or
- 11.2.2 The Tenant must pay the Landlord a sum equal to the arrears of the rents, any outgoings and all other sums payable under this Lease plus the amount equivalent to the total of the arrears of the rents, any outgoings and all other sums due under this Lease that would be payable if the Lease had continued for 6 months following the disclaimer, forfeiture or striking-off.
- 11.3 If clause 11.2.1 applies, the Guarantor must pay the Landlord's costs (on a full basis) in respect of the grant of the lease.
- 11.4 If clause 11.2.2 applies, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 11 (but that this release shall not affect the rights in relation to any prior breaches).
- 11.5 The obligations of the Guarantor shall not be reduced or discharged by:
- a) Any delay in enforcement or any concession allowed to the Tenant or any other person;
 - b) Any delay in enforcement or any concession allowed to the Tenant or any other person or any delay in enforcement or any concession allowed to the Tenant or any other person;
- 11.6 The obligations of the Guarantor shall not be reduced or discharged by:
- a) Any delay in enforcement or any concession allowed to the Tenant or any other person;
 - b) Any delay in enforcement or any concession allowed to the Tenant or any other person;

- c) the Landlord to accept any rent or other payment due
- d) the Lease (except that a surrender of part will end the liability in respect of the surrendered part);
- e) the counterclaim that the Tenant or the Guarantor may
- f) the disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the
- g) the merger by any party with any other person, any acquisition of the whole or any part of the assets or liability by any other person;
- h) the occurrence in relation to the Guarantor of an Act of
- i) the obtaining of a release by the Landlord by deed.

11.6 The Guarantor shall not be in competition with the Landlord in the insolvency of the Tenant or shall not make any security, indemnity or guarantee from the Tenant's obligations under this Lease.

11.7 The Guarantor shall be released from its future obligations under this Lease at the end of the term of the Lease.

- a) the expiration of this Lease expires;
- b) the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
- c) the Guarantor releases the Guarantor in accordance with clause

12. Applicable Law

12.1 This Lease shall be governed by the contractual obligations arising out of or in connection with it and shall be subject to the law of England and Wales.

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 order of the courts of England and Wales made in relation to this Lease, including in relation to any non-contractual obligations, shall be enforceable in the court of competent jurisdiction.

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

[Execution clauses]

Executed as a deed

the common seal of
<<Landlord's Name
in the presence of

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

Executed as a deed
<<Landlord's Name
acting by [a director
secretary] [two dire

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 completion)

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

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
secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

Executed as a deed
<<Guarantor'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
<<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 ... Conduits connecting the Premises to the public mains for the ... air, foul and surface water drainage, electricity, oil, telephone ... ations, internet, data communications and similar supplies or u ... emises.
2. The right to s ... e Premises from the Building.
3. The right in ... rd and all others authorised by the Landlord and with other Te ... t
- a) use s ... as are necessary to obtain access to and egress from
- b) use f ... aining access on foot only to and egress from the Build ... urtyards and emergency escapes within the Land ... erty [which are shown edged green on the plan attac
- c) use f ... aining access to and egress from the Building with or wit ... oads within the Landlord's Neighbouring Property [whic
- d) <<ins ... ghts to be granted to the Tenant>>.]
4. [Except as n ... ant of this Lease does not include any right over neighbouring ... 2 of the Law of Property Act 1925 and the rule in this Lease.

Rights Reserved to the Landlord

1. The right to enter the Premises for the purpose of inspecting, maintaining, repairing, or improving the Building, its air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and any other services, and any other conduits at the Premises.
2. The right to enter the Premises for the purpose of:
 - a) reviewing the Environmental Performance of the Premises including to inspect, maintain, repair, or improve any equipment within or relating to the Premises and any other equipment;
 - b) estimating the rebuilding cost of the Premises for insurance or any other purpose.
3. If the relevant works are reasonably necessary, the right to enter the Premises for the purpose of:
 - a) building, repairing, or maintaining any or party walls on or adjacent to the Premises; and
 - b) inspecting, maintaining, repairing, or rebuilding or carrying out other works upon any part of the Premises or the Landlord.
4. [Where the Tenant consents, the right to enter the Premises for the purpose of inspecting, maintaining, repairing, or improving the Premises to improve their Environmental Performance.]
5. The right to enter the Premises for the purpose of:
 - a) giving notice of entry to the Tenant in writing at least 7 working days' prior notice (except in the case of emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observing the Premises (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observing the Premises in accordance with the Landlord's entry set out in this Lease;
 - d) causing the Premises to be repaired or improved as reasonably practicable;
 - e) causing the Premises to be repaired or improved as reasonably practicable;
 - f) repairing or improving the Premises as soon as reasonably practicable;
 - g) where the Landlord is carrying out works, obtain the Tenant's approval to the location, timing, and other material matters relating to the preparation of the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) where the Landlord is carrying out works, exercise any rights outside the normal business hours.

6. In an emergency, the right to restrict access to the Premises so long as (except in an emergency) alternative facilities are available which are not materially less convenient.
7. The right to alter or reduce the extent of any Common Parts or Conduits so long as the alteration or reduction is not materially less convenient; or
- a) alternative facilities are provided that are not materially less convenient; or
- b) if not, the use and enjoyment of the Premises is not materially less convenient.
8. The right from time to time to designate areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to designate areas, so long as the remaining areas are reasonable for the intended purposes.
9. The right to carry out any construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord in its absolute discretion may think fit, provided that these works do not interfere with the flow of light and air to the Premises and in connection with those works to underpin and shore up the Premises and 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 mitigation;
- f) making good any damage to the Premises or its contents.
10. The right, with the consent of the Tenant, to place scaffolding, hoarding, plant and equipment onto the Premises and to erect the same on the exterior of or outside any buildings on the Premises, subject to the Tenant's rights under this Lease provided that:
- a) any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
- b) the scaffolding is erected to the obstruction as is reasonably practicable to the Tenant;
- c) the scaffolding is erected to the obstruction as is reasonably practicable to the Tenant and any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) by the scaffolding) unless the Tenant has agreed in writing to the display;
- d) if the scaffolding is erected, 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 to the public.

11. The right to use the Premises for any purpose whatsoever and without imposing on or neighbouring premises any restrictions or conditions save as may be imposed upon the Tenant.
12. The right to store goods on the remainder of the Building from the Premises.
13. All rights of reservation that now exist or that might (but for this reservation) exist in the land.

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Rule – Regulations

1. Not without the 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 the information required to the reasonable satisfaction of the Landlord that the material is necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the Regulations 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 overnight.
6. No mat, brush, or rubbish to be thrown out of the Premises.
7. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority.
8. Not to overload the Premises with any machinery or equipment at any time when not serving the Premises.
9. No blind shades or curtains to be hung over the windows of the Premises without the previous written approval of the Landlord in colour and type.
10. Not to place or deposit any goods or materials otherwise in the Building (other than within the Premises) at any time when not serving the Premises.

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