

SAMPLE

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|---|---|
| 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</i> <i>the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2022. If the Landlord is an 'overseas entity' ID number</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</i> <i>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 |

SAMPLE

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| <p>Where there is a letting of part of the property, a plan must be attached to the lease showing the boundaries and any floor levels must be specified.</p> | <p>1)</p> |
| <p>LR5. Prescribed statements etc</p> <p>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.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p> | <p>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant (Covenants) Rules 2003.</p> <p>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</p> |
| <p>LR6. Term for which the Property is let</p> <p>Include only the appropriate statement(s) (if completed) from the three options below.</p> <p>NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Rules 2003.</p> | <p>including commencement date>></p> <p>including expiry date>></p> <p>as specified in this lease at clause/paragraph << >></p> <p>as follows: term>></p> |
| <p>LR7. Premium</p> <p>Specify the total premium, including VAT where payable.</p> | <p>premium or "none">></p> |
| <p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the words of the provision.</p> | <p>contains a provision that prohibits or restricts dispositions.</p> |

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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

| | |
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| <p>apply for each of them, tell us who they are, and the title against which title and set out the restriction you are applying.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</p> | |
| <p>LR14. Declaration of trust when there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit the alternative statements.</p> <p>If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statement.</p> | <p>... is more than one person. They are to hold the Property on trust for themselves as joint tenants in equal shares.</p> <p>... is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</p> <p>... is more than one person. They are to hold the Property on trust <<Complete as appropriate>>]</p> |

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

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| <p>‘Act of Insolvency’</p> | <p>means:</p> <ul style="list-style-type: none">(a) the filing of a petition for or an order for the winding-up of the Tenant or any guarantor;(b) the making of an administration order or the making of an arrangement in relation to the Tenant or any guarantor;(c) the filing of a petition to appoint an administrator, or the filing of prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;(d) the receiver or manager or an administrative receiver taking control of the property or income of the Tenant or any guarantor;(e) the filing of a petition for a voluntary winding-up in respect of the Tenant or any guarantor except a winding-up for the purpose of reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;(f) the making of a winding-up order or a winding-up order in relation to the Tenant or any guarantor; |
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| | <p>of the Tenant or any guarantor from the Register of the making of an application for the Tenant or any struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.</p> <p>These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>These provisions shall include any analogous proceedings or events that may arise under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p> |
| ‘Annual Rent’ | <p>the Rent >> per year exclusive of VAT;</p> |
| ‘Building’ | <p>the building known as <<address of building>> with title number <<title number>> including all additions and alterations;</p> |
| ‘Common Parts’ | <p>the common parts, including but not limited to, staircases, lift shafts, corridors, passages, balconies, roof paths, yards, halls, passageways, fire escapes, landings [which are shown edged yellow on the plan of the Building] and any other areas in the Building which are common by the tenants and occupiers of the Building, including the common areas of the Building;</p> |
| ‘Conduits’ | <p>the conduits for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data and similar supplies or utilities;</p> |
| ‘Energy Performance Certificate’ | <p>the Energy Performance Certificate given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p> |
| ‘Environmental Performance’ | <p>the following:</p> <ul style="list-style-type: none"> the consumption of energy and associated generation of greenhouse gas emissions; the consumption of water; the maintenance and management; and the environmental impact arising from the use or operation of the Building. |

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| ‘Insured Risks’ | re (including subterranean fire), lightning, explosion, violence, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, or any articles dropped from them, impact by vehicles, riot, civil commotion and malicious damage to the extent, in respect of which cover is generally available on normal commercial terms in the open market at the time the insurance is taken out, and against which the Landlord reasonably insures from time to time, subject to any excesses, limitations and exclusions stated in the policy or policies; |
| ‘Interest’ | the rate of <<rate of interest on outstanding payments >> per year above the base rate for the time being of effect of the Bank of England or (if base rate or that bank ceases to exist) a rate notified by the Landlord to the Tenant; |
| ‘Landlord’ | entitled to the immediate reversion to this Lease; |
| ‘Landlord’s Neighbouring Property’ | buildings owned by the Superior Landlord near to the |
| ‘Letting Unit’ | an office suite or other unit of accommodation in the Building, or any accommodation provided for a porter or caretaker or otherwise exclusively occupied (or intended for exclusive occupation) otherwise than solely in connection with the operation of the Building or the provision of services to the tenants of 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]; |

| | | |
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| ‘Premises’ | <p>means the Premises comprised in paragraph LR4 at the beginning of this Lease;</p> <p>(a) the walls, floors, ceilings, other surface finishes and internal partitions bounding the Premises and all windows including the glass, the frames and the sills and partitions lying within the Premises;</p> <p>(b) the walls, floors, ceilings, other surface finishes of the Premises and the joists or other structures to which the floors are fixed including for the avoidance of doubt the ceiling tiles and the ceiling;</p> <p>(c) the walls, floors, ceilings, other surface finishes of the Premises and the joists or other structures to which the floors are fixed;</p> <p>(d) any fixtures and fittings of the Premises including the guard rails of the Premises exclusively;</p> <p>(e) all electrical and water and sanitary apparatus of the Premises and all other fixtures and fittings (other than tenant's fixtures and fittings) not included in the Premises;</p> <p>(f) but the fixtures and fittings of the Premises exclusively;</p> <p>(g) any fixtures and fittings of the Premises exclusively;</p> <p>(h) any fixtures and fittings of the Premises exclusively;</p> <p>(i) any fixtures and fittings of the Premises exclusively;</p> <p>(j) any fixtures and fittings of the Premises exclusively;</p> <p>(k) any fixtures and fittings of the Premises exclusively;</p> <p>(l) any fixtures and fittings of the Premises exclusively;</p> <p>(m) any fixtures and fittings of the Premises exclusively;</p> <p>(n) any fixtures and fittings of the Premises exclusively;</p> <p>(o) any fixtures and fittings of the Premises exclusively;</p> <p>(p) any fixtures and fittings of the Premises exclusively;</p> <p>(q) any fixtures and fittings of the Premises exclusively;</p> <p>(r) any fixtures and fittings of the Premises exclusively;</p> <p>(s) any fixtures and fittings of the Premises exclusively;</p> <p>(t) any fixtures and fittings of the Premises exclusively;</p> <p>(u) any fixtures and fittings of the Premises exclusively;</p> <p>(v) any fixtures and fittings of the Premises exclusively;</p> <p>(w) any fixtures and fittings of the Premises exclusively;</p> <p>(x) any fixtures and fittings of the Premises exclusively;</p> <p>(y) any fixtures and fittings of the Premises exclusively;</p> <p>(z) any fixtures and fittings of the Premises exclusively;</p> | <p>means the Premises comprised in paragraph LR4 at the beginning of this Lease;</p> <p>(a) the walls, floors, ceilings, other surface finishes and internal partitions bounding the Premises and all windows including the glass, the frames and the sills and partitions lying within the Premises;</p> <p>(b) the walls, floors, ceilings, other surface finishes of the Premises and the joists or other structures to which the floors are fixed including for the avoidance of doubt the ceiling tiles and the ceiling;</p> <p>(c) the walls, floors, ceilings, other surface finishes of the Premises and the joists or other structures to which the floors are fixed;</p> <p>(d) any fixtures and fittings of the Premises including the guard rails of the Premises exclusively;</p> <p>(e) all electrical and water and sanitary apparatus of the Premises and all other fixtures and fittings (other than tenant's fixtures and fittings) not included in the Premises;</p> <p>(f) but the fixtures and fittings of the Premises exclusively;</p> <p>(g) any fixtures and fittings of the Premises exclusively;</p> <p>(h) any fixtures and fittings of the Premises exclusively;</p> <p>(i) any fixtures and fittings of the Premises exclusively;</p> <p>(j) any fixtures and fittings of the Premises exclusively;</p> <p>(k) any fixtures and fittings of the Premises exclusively;</p> <p>(l) any fixtures and fittings of the Premises exclusively;</p> <p>(m) any fixtures and fittings of the Premises exclusively;</p> <p>(n) any fixtures and fittings of the Premises exclusively;</p> <p>(o) any fixtures and fittings of the Premises exclusively;</p> <p>(p) any fixtures and fittings of the Premises exclusively;</p> <p>(q) any fixtures and fittings of the Premises exclusively;</p> <p>(r) any fixtures and fittings of the Premises exclusively;</p> <p>(s) any fixtures and fittings of the Premises exclusively;</p> <p>(t) any fixtures and fittings of the Premises exclusively;</p> <p>(u) any fixtures and fittings of the Premises exclusively;</p> <p>(v) any fixtures and fittings of the Premises exclusively;</p> <p>(w) any fixtures and fittings of the Premises exclusively;</p> <p>(x) any fixtures and fittings of the Premises exclusively;</p> <p>(y) any fixtures and fittings of the Premises exclusively;</p> <p>(z) any fixtures and fittings of the Premises exclusively;</p> |
| ‘Rent’ | means the Rent payable by this Lease; | |
| ‘Rent Commencement Date’ | means the first day on which the first Rent is to be paid>>; | |
| ‘Rent Days’ | means the days of the month of September and 25 December] in each year; | |
| ‘Retained Property’ | <p>means the Property which are not Letting Units including (but not limited to):</p> <p>(a) the Property which are not Letting Units including (but not limited to):</p> <p>(b) all the Property which are not Letting Units including (but not limited to):</p> | <p>means the Property which are not Letting Units including (but not limited to):</p> <p>(a) the Property which are not Letting Units including (but not limited to):</p> <p>(b) all the Property which are not Letting Units including (but not limited to):</p> |

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| | Individual Letting Unit; the structure, walls, foundations and roofs which are Premises and would not be included in the other the Building if they were let on the same basis as the |
| ‘Superior Landlord’ | who is for the time being landlord under the Superior |
| ‘Superior Lease’ | dated <<date>> and made between (1) <<name of <name of tenant>>; |
| ‘Surveyor’ | or architect from time to time appointed by the case may be, the Superior Landlord; |
| ‘Tenant’ | in title and assigns; |
| ‘Term’ | specified in paragraph LR6 at the beginning of this |
| ‘Title Matters’ | (if any) set out in the Superior Lease and in the s: <<insert list of documents affecting the landlord's >>; |
| ‘VAT’ | constituted by the Value Added Tax Act 1994 (and expressly 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.
- 1.2.7
- 1.2.8 person includes a natural person, corporate or
whether or not having separate legal personality);
- 1.2.9 ngular number include the plural and vice versa;
- 1.2.1 gender include any other gender;

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

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

1.2.1 neglect or default of the Tenant include the act,
ny occupier of the Premises and their respective

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

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

1.3 The L ent are for convenience only and shall not affect
its int

1.4 When iquired under this Lease to obtain the consent or
appro tenant shall also obtain the consent or approval of
the S

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
bit 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 nished by a copy of the relevant insurance rent
centage>> per cent of the insurance rent payable
the Superior Lease;

2.2.3 nished by a copy of the relevant service charge
centage>> per cent of the service charge payable
the Superior Lease;

2.3 any c Tenant to the Landlord under this Lease; and

2.3.1 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
ch of covenant, the Tenant must on demand pay
as rent in arrears) calculated on a daily basis on

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refused from the due date until the date on which

the Landlord against all existing and future rates, taxes, and financial impositions charged on the

VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

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).

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

in good and substantial repair and condition and where damage results from any of the Insured of any of the insurance money is refused by defect or default of the Tenant).

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

the parts (if any) and the inside of the Premises as necessary and also in the last three months of the Term. Any changes in the external colour scheme by the Landlord. All decoration must be carried out in a proper manner using good quality materials that are suitable for the Premises and include all appropriate preparatory work.

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

the Premises to the Landlord in the repair and condition required by the Lease;

also requires, to remove all items the Tenant has installed in the Premises, remove any alterations the Tenant has made to the Premises and make good any damage caused to the Premises by that removal;

remove the Tenant's possessions from the Premises; and

to the Landlord all documents held by the Tenant relating to health and safety matters including (but not limited to) fire safety assessments, asbestos surveys and reports, gas safety assessments and reports, and certificates relating to gas systems.

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

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may as the agent of the Tenant sell the

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must indemnify the Landlord against any liability to any third party whose possessions have been lost by the Landlord in the mistaken belief that the possessions were the Tenant's; and

must pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Landlord.

3.1.1

and the Superior Landlord at all reasonable times upon reasonable notice (except in emergency) to enter and inspect the Premises;

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upon written notice from the Superior Landlord or their agents or Surveyor or the Tenant (or leaves on the Premises) notice of any disrepair or maintenance which the Tenant has failed to carry out or of a failure by the Tenant to comply with its obligations under the Lease, to repair the Premises and/or remedy such disrepair in accordance with the notice within a period of two weeks from the date of the notice (or sooner if required); and

if the Tenant does not comply with clause 3.1.12 a), to permit the Superior Landlord to enter the Premises and carry out such works at the Tenant's expense and to pay to the Superior Landlord on demand (recoverable as a debt) the proper expenses of such works (including the fees of the Surveyor's and other fees).

3.1.1

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

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3.1.1

and, or, as the case may be, the Superior Landlord on a non-exclusive basis all costs, charges, fees and other expenses, including legal costs and Surveyor's and other professional fees, incurred by the Landlord or the Superior Landlord (or their agents or Surveyor's) and payable by them) in connection with or in relation to the exercise of such rights.

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of the tenant covenants of this Lease;

the Tenant's obligations in this Lease, including the obligation to give notice and service of a notice under section 146 of the Landlord and Tenant Act 1925;

by the Tenant for consent under this Lease, if such application is withdrawn, or consent is granted or refused, except in cases where the Landlord or the Superior Landlord is required to act reasonably and they refuse to give consent;

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works to the Premises to improve their condition or Performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

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and service of a schedule of dilapidations served
x months after the end of the Term.

Premises for any illegal or immoral purpose;

the Premises as sleeping accommodation or for
poses;

carry on at the Premises any offensive, noisy or
, trade, business, manufacture, occupation or

premises only for the Permitted Use [and only
hours of 8AM and 6PM Mondays to Fridays (and not
days or public holidays)].

ons:

Premises with any adjoining premises;

y external or structural alterations to the Premises;

any alteration to the Premises which would, or may
expected to, have an adverse effect on the asset
Energy Performance Certificate commissioned in
Premises or the Building;] and

mitted in clause 3.1.17 below,] not to make any
ns or alterations of a non-structural nature to the
out the Landlord's prior written consent (such
be unreasonably withheld or delayed).

hout consent from the Landlord erect, alter or
e-mountable partitioning which does not affect the
g or adversely affect the mechanical ventilation or
e Building or have an adverse impact on the
hance of the Premises or the Building and which
enant's fixture subject to the Tenant:

landlord not less than <<notice period given to
y work being carried out e.g. 2 months>> notice in
ention to carry out any such works;

ch works in a good and workmanlike manner and
with any necessary permission, consent or
ed under statute;

Premises to their former state and condition on or
of the Term if the Landlord by notice in writing
enant to do so; and

landlord of the cost of any alterations or additions
ne Tenant (except any which are trade or tenant's
ngs) as soon as practicable and so that the
ot be liable for any failure to effect any necessary
amount for which the Premises are insured unless
provided that information.]

the Construction (Design and Management)
ply to any works carried out to the Premises

3.1.1

3.1.2

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Landlord'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

, fascia notice or advertisement on the outside of
to be visible outside the Premises other than a
ant'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

bligations in respect of the Premises:

all laws relating to the Premises or to the Tenant's
ation of the Premises;

ays of receipt by the Tenant of any notice or other
affecting the Premises to send a copy to the
without delay to take all necessary steps to comply
or other communication and take any other action
with it as the Landlord acting reasonably may

r planning permission in relation to the Premises
r written consent of the Landlord;

any planning permissions relating to or affecting

n the Construction (Design and Management)
15 and before commencing any works to make a
n under Regulation 4(8) to the effect that the
nly client for the purposes of the Regulations, to
lord a copy of the election and to fulfil the
ne client;

remises equipped with all fire prevention detection
quipment which is required by law or by the insurers
s or reasonably required by the Landlord and to
quipment and allow the Landlord to inspect it from

ndlord promptly of any defect or disrepair in the
may make the Landlord liable under any law or
e; and

prior written consent of the Landlord to apply for
ormance Certificate in respect of the Premises.

or easements to be acquired over the Premises.
ay result in the acquisition of a right or easement:

st notify the Landlord; and

st help the Landlord in any way that the Landlord
event that acquisition so long as the Landlord
ant's costs and it is not adverse to the Tenant's
sts to do so.

3.1.2

on:

Premises on trust for another;

another to occupy the whole or any part of the

h or share the possession or occupation of the
part of the Premises;

r underlet the whole or any part of the Premises;

part only of the Premises; and

he Premises as a whole without the prior written
Landlord, provided that the Landlord may as a
giving consent require compliance with the
ause 3.1.23.

3.1.2

Landlord may impose in relation to an assignment of
ole are:

ee is not someone who, immediately before the
gnment, was either a guarantor of the Tenant's
er this Lease or a guarantor of the obligations
mer tenant of this Lease under an authorised
ement;

t enter into an agreement guaranteeing that the
perform all the tenant's covenants in this Lease (an
arantee Agreement") in such form as the Landlord
y require;

nee is in the Landlord's reasonable opinion of
cial standing to enable it to comply with the
ants and conditions contained in this Lease;

of standing acceptable to the Landlord acting
ers into a guarantee and indemnity of the Tenant's
his Lease in such form as the Landlord may
uire;

ee enters into a rent deposit deed in such form as
ay reasonably require with the Landlord providing
not less than <<e.g. six>> months' Annual Rent
lculated as at the date of the assignment) as
assignee's performance of the tenant's covenants
th a charge over the deposit; and

no arrears of the Annual Rent or any other
ms due under this Lease and that any material
nant by the Tenant has been remedied.

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
accompanied by the Landlord or its agents).

3.1.2

ce:

the requirements of the Landlord's or the Superior
rers and not to do or omit to do anything which
e any insurance; and

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does or omits to do anything which increases any premium payable by the Landlord or the Superior or to pay the increased premium to the Landlord on

3.1.2 The Tenant shall be liable for the payment of all taxable supplies made to the Tenant in respect of the Premises on the due date for making any payment or, if the Tenant is not liable for such payment, the Landlord shall be liable to pay the increased premium to the Landlord on which that supply is made for VAT purposes.

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3.1.2 The Tenant shall be obliged, under or in connection with this Lease, to reimburse the Landlord, or any other person any sum by way of a refund or credit for such VAT under the Value Added Tax Act 1990, of any amount equal to any VAT incurred on that sum by the Landlord or any other person, except to the extent that the Landlord or any other person is entitled to a credit for such VAT under the Value Added Tax Act 1990.

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3.1.2 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, charges, costs and expenses of a third party, all costs, damages, expenses, charges, costs and expenses of a third party and the Landlord's own liabilities, costs and expenses of defending or settling any action, claim or proceedings, including any personal injury or death, damage to any property or interest in any right arising from:

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

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

(c) the carrying out of any alterations.

3.1.2 The Tenant shall, in addition to the indemnity in clause 3.1.28, the

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Landlord shall be liable to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

(b) the Tenant with any information and assistance in connection with the claim that the Tenant may reasonably require, the Landlord paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and

(c) the Landlord (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.1.3 The Tenant shall be responsible for the Common Parts:

(a) to take such necessary steps to prevent any damage to the Premises, including (but without limitation) when bringing in goods, furniture or luggage from the Premises;

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

(c) to keep the entrances, passages and staircases in the Common Parts free from obstruction at all times.

3.1.3 The Tenant shall be responsible for the regulations set out in the Third Schedule and any other regulations made by the Landlord or the Superior or any other person in the interests of good estate management.

3.1.3 The Tenant shall be responsible for the Landlord a fair proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in connection with the Premises.

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Superior Landlord in insuring, repairing, replacing, and (where appropriate) lighting any Conduits, Cables and other services which are used or are capable of being used in common with other premises.

3.1.3 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.

3.1.3 The Tenant shall ensure that the Lease is registered at the Land Registry, and 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.

3.1.3 The Tenant shall be required to deliver to the Landlord the original of this Lease and to remove entries in relation to it noted against the relevant title.

3.1.3 If any guarantor of the Tenant's obligations under this Lease is insolvent 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.

3.1.3 The Tenant shall remain liable for the Tenant's obligations in the Superior Lease insofar as they are not inconsistent with the terms of this Lease.

4. Landlord's obligations

4.1 The Landlord shall be responsible for the Tenant:

4.1.1 The Tenant shall be responsible for paying the rents and other sums due and for the performance of the obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord or otherwise permitted by the Lease.

4.1.2 The Landlord shall be responsible for ensuring that when they fall due the rent service charge and other sums properly due under the Superior Lease.

4.1.3 The Landlord shall be responsible for taking all steps to enforce the obligations of the Superior Lease.

5. Provisos and conditions

5.1 The provisions of this Lease shall be subject to the following conditions:

5.1.1 The length of time rent is allowed to be in arrears e.g. 3 months, shall not become due (whether formally demanded or not) until the end of the period of grace.

5.1.2 The Tenant shall not assign the Lease; or

5.1.3 The Tenant shall not sublet the Premises.

5.1.4 The Tenant shall not use the Premises (or any part of them) at any time after the expiry of the term of the Lease (but this will not affect any right or remedy available to the Landlord under the Lease).

5.2 If the Premises or any part of them are destroyed by any Insured Risk so as to be unfit for occupation, the Tenant shall be entitled to terminate the Lease.

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the insurance is not vitiated or payment of the
holly or in part through any act, neglect or default
at or a fair proportion of it will cease to be payable
destruction for a period of three years or until the
occupation or use by the Tenant, whichever is the

5.3 Noth
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ne Tenant the right to enforce, or to prevent the
benefit of any covenants, rights or conditions to
are subject.

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

5.5 The
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that nothing in this Lease constitutes or shall
warranty that the Premises may lawfully be used
s Lease.

5.6 The T
any r

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

6. Notices

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

6.2 A not

6.2.1

nd liability partnership registered in the United
ed at its registered office;

6.2.2

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

6.2.3

served:

the Landlord, at any postal address in the United
n from time to time for the registered proprietor on
r set out in paragraph LR2.1 at the beginning of
if no such address is given, at its last known
United Kingdom;

the Tenant, at the Premises;

a guarantor, at the address of that party set out in
document under which they gave the guarantee; and
ny other party, at their last known address in the
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6.3 Any l
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ed as served on the second working day after the
paid first-class post or special delivery or at the
or left at the recipient's address if delivered to or

6.4 If a n

on a day that is not a working day or after 5:00PM

- on a
follow
- 6.5 Service of notice 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 not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 7.2 If the Tenant is in breach of Clause 7, this will not affect the rights of any party arising from the provisions of this Lease.
- 7.3 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]
8. **[Termination]**
- 8.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 8.2 This Lease shall terminate following a notice given by the Tenant if the Tenant is in breach of Clause 8. The Tenant shall pay the Rent due up to the date of determination and gives no continuing underleases.
- 8.3 [The Lease shall terminate on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist.]
- 8.4 If the Tenant is in breach of Clause 8, this will not affect the rights of any party arising from the provisions of this Lease.
- 8.5 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]
9. **Exclusion of liability**
- 9.1 The Tenant shall be deemed to be contractually bound to enter into this Lease (or as the case may be) before the grant of this Lease (or as the case may be) the Landlord shall serve the Tenant a notice in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.2 The Tenant shall be deemed to be contractually bound to enter into this Lease (or as the case may be) the Landlord shall serve the Tenant a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant shall be deemed to be contractually bound to enter into this Lease (or as the case may be) the Landlord shall serve the Tenant a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.4 The Landlord and the Tenant shall agree 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.
- 9.5 The Landlord and the Tenant shall confirm that there is no agreement to which the Tenant is contractually bound to enter into this Lease (or as the case may be) the Landlord shall serve the Tenant a notice in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.6 [The Tenant shall be deemed to be contractually bound to enter into this Lease (or as the case may be) the Landlord shall serve the Tenant a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.7 The Tenant shall be deemed to be contractually bound to enter into this Lease (or as the case may be) the Landlord shall serve the Tenant a [declaration in the form set out in

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sche
- 9.8 The C of applicable, the person who made the declaration on th so with the Guarantor's authority.
10. **[Guarantor'**
- 10.1 The C
- 10.1.1. ndlord that the Tenant will comply with all the this Lease. If the Tenant defaults, the Guarantor and comply with those obligations;
- 10.1.2. ndlord as primary obligor, and separate to the 10.1.1 above, to indemnify the Landlord against all es and expenses caused to the Landlord by the the rents or comply with the Tenant's covenants supplemental documents to this Lease); and
- 10.1.3. Landlord as primary obligor to indemnify the ses, costs, damages and expenses caused to the ant proposing or entering into any company , scheme of arrangement or other scheme having he effect of impairing, compromising or releasing ions of the Guarantor in this clause 11.
- 10.2 If the e discretion notifies the Guarantor within three mont disclaimer or forfeiture of this Lease or the Tenant being of companies, the Guarantor must, within ten work s option either:
- 10.2.1. n cost (including payment of the Landlord's costs) ease of the Premises:
- 10.2.2. ng and taking effect on the date of the disclaimer this Lease or the Tenant being struck off the panies and ending on the date when this Lease ded if the disclaimer, forfeiture or striking-off had
- 10.2.3. ent and other sums payable at the date of the claimer or which would be payable save for any n;
- 10.2.4. nt review date on the term commencement date se if there is a rent review under this Lease that at term commencement date that has not been with the rent being reviewed as at the date of the review);
- 10.2.5. review dates on each Rent Review Date under falls on or after the term commencement date of and
- 10.2.6. e same terms and conditions as this Lease; or
- 10.2.7. arrears of the rents, any outgoings and all other ease plus the amount equivalent to the total of the ll other sums due under this Lease that would be of 6 months following the disclaimer, forfeiture or

- 10.3 If clause 10.2 is not complied with, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.
- 10.4 If clause 10.2 is not complied with, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 10 (but that release shall not affect the Landlord's rights in relation to any prior breaches).
- 10.5 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 waiver or release of any right or remedy against the Tenant for any breach of its obligations due under this Lease or observe the Tenant's obligations under this Lease;
 - c) any failure of the Landlord to accept any rent or other payment due from the Tenant;
 - d) any surrender of the Lease (except that a surrender of part will end the Obligations of the Guarantor in respect of the surrendered part);
 - e) any counterclaim that the Tenant or the Guarantor may have against the Landlord;
 - f) any disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the Landlord;
 - g) any merger by any party with any other person, any acquisition of the whole or any part of the assets or liabilities of any party by any other person;
 - h) any occurrence in relation to the Guarantor of an Act of Insolvency;
 - i) any release by the Landlord by deed.
- 10.6 The Obligations of the Guarantor shall not be in competition with the Landlord in the insolvency of the Tenant. The Guarantor shall not make any security, indemnity or guarantee from the Guarantor in respect of the Tenant's obligations under this Lease.
- 10.7 The Obligations of the Guarantor shall be released from its future obligations under this Lease at the end of the term of the Lease:
- a) if the term of the Lease expires;
 - b) if the Guarantor is released from the tenant covenants under this Lease by the Landlord under the Landlord and Tenant (Covenants) Act 1995; or
 - c) if the Landlord releases the Guarantor in accordance with clause 10.4.
11. **Applicable Law**
- 11.1 This Lease shall be governed by the law of England and Wales and the contractual obligations arising out of or in connection with it shall be subject to the law of England and Wales.
- 11.2 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 determine any dispute arising out of or in connection with this Lease, save for any non-contractual obligations.
- 11.3 Any order made by the courts of England and Wales shall be enforceable by an order of the courts of England and Wales.

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with this Lease, including in relation to any non-
court of competent jurisdiction.

THIS LEASE has been made 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 of the common seal of <<Tenant's Name>> in the presence of

<<Affix seal here>>

Director _____

Director/Secretary _____

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

in the presence of

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 by an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

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Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, extend, improve, upgrade, or remove any gas, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar services, equipment, conduits, cables, pipes, ducts, or other infrastructure within or on the remainder of the Building and any adjoining or adjacent premises, including any conduits at the Premises.
2. The right to:
 - a) review, inspect, test, measure, monitor, install, maintain, repair, replace, alter, extend, improve, upgrade, or remove any equipment within or relating to the Premises and any other parts of the Building;
 - 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 carry out the works, or any part of the works, reasonably carried out without entry onto the Premises, including:
 - a) building, erecting, installing, maintaining, repairing, replacing, altering, extending, improving, upgrading, or removing any or party walls on or adjacent to the Premises; and
 - b) inspecting, testing, measuring, monitoring, installing, maintaining, repairing, replacing, altering, extending, improving, upgrading, or removing any or party walls on or adjacent to the Premises; and
4. [Where the Tenant consents (in its sole discretion) consents, the right to enter the Premises to carry out the works to improve their Environmental Performance.]
5. The right to enter the Premises for any purpose required to or reasonably necessary to carry out the works with this Lease, including:
 - a) give the Tenant written notice of the works at least 7 working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the works at the Premises (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observe the works at the Premises in accordance with the Landlord's entry set out in this Lease;
 - d) cause the works to be carried out in a manner that does not interfere with the Tenant's business as reasonably practicable;
 - e) cause the works to be carried out in a manner that is as reasonably practicable;
 - f) repair any damage caused by the works that the Landlord causes as soon as reasonably practicable;
 - g) where the works involve the use of heavy machinery or equipment, obtain the Tenant's approval to the location, method, and timing of the works, and any other material matters relating to the preparation for, and carrying out of, the works;
 - h) remain on the Premises for a period no longer than is reasonably necessary; and
 - i) where the works involve the use of heavy machinery or equipment, exercise any rights outside the normal business hours of the Premises.
6. In an emergency, the right to enter the Premises, restrict access to the Premises, or restrict access to the facilities are used for the purposes of the works, or any part of the works, being carried out to them, the right to close off or restrict access to the Premises, so long as (except in an emergency) alternative facilities are available that are not materially less convenient.
7. The right to enter the Premises to alter or reduce the extent of any Common Parts or any part of the Building, including:
 - a) alter or reduce the extent of any Common Parts or any part of the Building that are not materially less convenient; or

- b) if no material damage to the use and enjoyment of the Premises is not
8. The right from time to time to use and enjoy the Premises and the areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from designated areas, so long as the remaining areas are reasonably convenient 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 or the Superior considers fit (whether or not these works interfere with the flow of traffic on the Premises) and the right in connection with those works to unduly interfere with the Premises subject to the Landlord:
- a) giving notice of the works to be carried out;
 - b) consulting the Tenant as to the management of potential interference;
 - c) taking such steps as are necessary 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 necessary to ensure that the works comply with all relevant standards of construction and workmanship;
 - e) taking such steps as are necessary 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.
10. The right, with the consent of the Landlord, to place scaffolding on the Premises in connection with the works provided that:
- a) any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
 - b) the scaffolding is erected in such a way as to cause the least obstruction as is reasonably practicable to the use of the Premises;
 - c) the scaffolding is erected in such a way as to ensure that no 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 given its prior written consent;
 - d) if the scaffolding is erected in such a way that the Landlord's view of the Premises is obstructed or interfered with by the scaffolding, the Landlord may 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 any restrictions or conditions on the Tenant.
12. The right to store goods on the remainder of the Building from the Premises.
13. All rights of the Tenant in the Premises that now exist or that might (but for this reservation) exist in the future.

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Rule – Regulations

1. Not without the Superior Landlord's prior written consent to keep any inflammable or explosive material in the Premises.
2. To make any request for removal of material under paragraph 1 in writing accompanied by all information required to the reasonable satisfaction of the Landlord and the Superior Landlord that the material in question is necessary for the Tenant's business and in compliance with relevant legal requirements.
3. When requested by the Superior Landlord, to provide a copy of any document relating to compliance with the Control of Asbestos Regulations 2012 at the Landlord's premises.
4. Not to obstruct access to or from 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 purposes of loading or unloading of goods or supplies and no vehicles may remain overnight.
6. No mat, brush or refuse is to be thrown outside the Premises, nor shall anything be deposited in the bins.
7. Not to place any refuse or refuseable waste or refuse in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority and the Superior Landlord.
8. Not to overload the Premises nor any machinery or equipment at the Premises or to use any machinery or equipment serving the Premises.
9. No blind shades or curtains are to be hung over the windows of the Premises without the previous written approval of the Superior Landlord as to colour and type.
10. Not to place any goods or materials (other than within the Premises) or to use any machinery or equipment otherwise in the Building (other than within the Premises) in a manner which may cause damage or nuisance to the Building.

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