

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 address in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2018, the Act 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 being leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is referred to as</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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

LR5. Prescribed statements etc

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

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

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

This lease is made under, or by virtue of, provisions of:
the Leasehold Reform Act 1967
the Leasehold Reform Act 1985
the Leasehold Reform Act 1988
the Leasehold Reform Act 1996

LR6. Term for which the Property is let

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

NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the 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.

STAMP

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 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

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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 the alternative statement

If the Tenant is more than one person complete this clause by deleting the inapplicable alternative

[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>>]

1. Definitions

1.1 In this lease the following terms

where the context otherwise requires, the following meanings;

‘Act of Insolvency’

any step-in connection with any voluntary arrangement 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

	<p>Registrar of Companies;</p> <p>(f) the making of a petition for a winding-up order in respect of the Tenant or any guarantor;</p> <p>(g) the striking-off of the Tenant 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 or guarantor being placed in liquidation (but excluding the presentation of a petition for a bankruptcy order against the Tenant or any guarantor);</p> <p>(i) the making of an application for a petition for a bankruptcy order against the Tenant or any guarantor;</p> <p>The paragraphs above shall apply to a partnership (as defined in the Partnerships Act 1907 respectively to in the Insolvent Partnerships Act 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they may be taken pursuant to the legislation in relation to a tenant or guarantor incorporated in such relevant jurisdiction;</p>	<p>winding-up order</p> <p>the Register of Companies or the making of an order for a guarantor to be struck-off;</p> <p>(but excluding the presentation of a petition for a bankruptcy order against the Tenant or any guarantor);</p> <p>partnership or limited liability partnership (as defined in the Partnerships Act 1907 respectively to in the Insolvent Partnerships Act 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they may be taken pursuant to the legislation in relation to a tenant or guarantor incorporated in such relevant jurisdiction;</p>
‘Annual Rent’	means £<<annual rent>> per year in respect of the Fourteenth Schedule;	reviewed under
‘Arbitration’	means arbitration under the Arbitration Act 1996 agreed by the Landlord and Tenant or by the President (or the Chief Officer) of the Royal Institution of Chartered Surveyors on the written application of the Landlord or the Tenant;	single arbitrator or arbitrators appointed by the President (or the Chief Officer) for the time being of the Royal Institution of Chartered Surveyors on the written application of the Landlord or the Tenant;
‘Conduits’	means any media for the transmission of water, gas, electricity, oil, telecommunications, internet, data communications and other services;	subterranean and surface conduits 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 2012;	Energy Performance of Buildings Regulations 2012;
‘Environmental Performance’	<p>means all or any of the following:</p> <p>(a) the consumption of energy and greenhouse gas emissions;</p> <p>(b) the consumption of water;</p> <p>(c) waste generation and management;</p> <p>(d) any other environmental impact of the use or operation of the building;</p>	<p>generation of energy and greenhouse gas emissions;</p> <p>consumption of water;</p> <p>waste generation and management;</p> <p>any other environmental impact of the use or operation of the building;</p>

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‘Independent Expert’	ent valuer agreed by the Landlord and Tenant or in t nominated by the President (or the Chief Officer or) for the time being of the Royal Institution of s at the written request of the Landlord or the Tenant;
‘Insurance Rent’	<p>the Landlord of:</p> <p>insured in accordance with the Landlord’s 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>ny excess or deductible under any insurance policy d incurs or will incur in reinstating the Premises ction or damage by an Insured Risk;</p> <p>ne amount that the insurers refuse to pay following uction by an Insured Risk to the Premises because ct or failure to act; and</p> <p>increased premiums that the insurers may require carrying out or retention of any permitted e Tenant’s or any lawful occupier’s use of the</p>
‘Insured Risks’	re (including subterranean fire), lightning, explosion, sidence, landslip, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other any articles dropped from them, impact by vehicles, commotion and malicious damage to the extent, in er is generally available on normal commercial terms market at the time the insurance is taken out, and nst which the Landlord reasonably insures from time l cases to any excesses, limitations and exclusions ers;
‘Interest’	<p>the rate of <<rate of interest on outstanding payments per year above the base rate for the time being of or (if base rate or that bank ceases to exist) a nt rate notified by the Landlord to the Tenant;</p>
‘Landlord’	entitled to the immediate reversion to this Lease;
‘Landlord’s Neighbouring’	dings owned by the Landlord near to the Premises;

S A M P L E

Property'	
<p>'Open Market Rent'</p>	<p>nt at which the Premises as a whole might be the Relevant Review Date by a willing landlord to a open market with vacant possession and without a term of years equivalent to the [Term] [residue of at that time or (if the term then remaining is less a term of five years] but starting on the Relevant suming:</p> <p>s are ready for immediate occupation and use and (destroyed) are fully restored;</p> <p>has complied with the Tenant's obligations in this pt to the extent that there has been a material or n by the Landlord) the Landlord has complied with bligations in this Lease;</p> <p>s can lawfully be let and used for the uses Lease; and</p> <p>of the hypothetical lease the willing tenant will fit of a rent-free period, rent concession or any t of a length or amount that might be negotiated in for fitting-out purposes and that the Open Market that would become payable after the end of that sion or payment of that inducement;</p> <p>n shall otherwise contain the same terms and ects as this Lease (including the provisions for Rent herein contained) other than:</p> <p>e Annual Rent;</p> <p>iod, rent concession or any other inducement Tenant in relation to the grant of this Lease;</p> <p>e in this Lease; and</p> <p>clusions>></p> <p>ded any effect on rent of:</p> <p>Tenant or any lawful sub-tenant or their respective title has been in occupation of the Premises;</p> <p>ached to the Premises due to the carrying on there of the Tenant or any lawful sub-tenant (whether by pective predecessors in such business);</p> <p>that the Tenant or any other party with a special remises might make by reason of its occupation of remises;</p> <p>t lawfully carried out during the Term by the Tenant o-tenant at their own expense with the Landlord's se than in pursuance of an obligation to the predecessors in title;</p> <p>rent attributable to works that have been carried out r the Tenant's predecessors in title or lawful</p> <p>rent attributable to any temporary works, operations s on any adjoining premises;</p>

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	<p>se contains provisions for review of the rent underlease on the basis and dates on which the to be reviewed under this Lease;</p> <p>se contains provisions prohibiting dispositions of or with the underlet premises other than an assignment whole and then only with the prior written consent</p> <p>ll shall receive a direct covenant from the observe and perform all the tenant's covenants in</p> <p>se contains provisions requiring the undertenant to l rent the whole of the Insurance Rent and other the Annual Rent, payable by the Tenant under this</p> <p>se contains any other provisions that are ng regard to the terms of this Lease and the nature Underlease;</p>
'VAT'	<p>onstituted 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).</p>

- 1.2 Unless requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
 - 1.2.2 erence 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 ule to this Agreement; and
 - 1.2.6 s a reference to a clause of this Agreement (other t a paragraph of the relevant Schedule.
- 1.3 In thi
- 1.3.1 person includes a natural person, corporate or whether or not having separate legal personality);
 - 1.3.2 ngular number include the plural and vice versa;
 - 1.3.3 ender 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, any occupier of the Premises and their respective

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

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

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

2. Demise and

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

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 om the Tenant to the Landlord under this Lease;

2.2.4 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 refused from the due date until the date on which

3.1.3 he Landlord against all existing and future rates, es, and financial impositions charged on the

- a) the Rent payable; and
- b) the Landlord's dealing with its own interests.
- 3.1.4 The Landlord against all charges incurred relating to
and surface water drainage, electricity, oil,
communications, internet, data communications
or utilities supplied to the Premises (including all
meter rents).
- 3.1.5 The Landlord in making good that loss to the Landlord on demand.
- 3.1.6 The Landlord in good and substantial repair and condition and
not where damage results from any of the risks
the Landlord has insured under Clause 4.1.2 unless
insurance money is refused by reason of any act,
the Tenant).
- 3.1.7 The Landlord all floor coverings in the Premises as often as
and, in the final three months of the Term, renew
the floor coverings of a colour and quality first
class.]
- 3.1.8 The Landlord the inside of the Premises as often as is
and also in the last three months before the end
of the Term any changes in the external colour scheme must first be
agreed with the Landlord. All decoration must be carried out in a good
and lasting manner using good quality materials that are appropriate to
the Premises and include all appropriate preparatory work.
- 3.1.9 The Landlord the Premises which are not built upon clean and
sound foundations.
- 3.1.10 The Landlord:
- a) The Landlord is responsible to the Landlord in the repair and condition
of the Premises;
- b) The Landlord 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
removal;
- c) The Landlord to remove the Tenant's possessions from the Premises; and
- d) The Landlord to provide the Landlord all documents held by the Tenant relating
to the Premises including (but not limited to) health and
safety surveys and reports, fire risk
assessments, and certificates relating to electrical and gas
installations.
- 3.1.11 The Landlord the Term, any of the Tenant's possessions remain
in the Premises if 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 the agent of the Tenant sell the possessions;

- b) indemnify the Landlord against any liability incurred by the Tenant in respect of those possessions have been sold by the Landlord and the Tenant acknowledges that the possessions belonged to the Tenant; and
- c) pay to the Tenant the sale proceeds after deducting the costs of the sale, auction, storage and sale incurred by the Landlord.

3.1.11 The Landlord shall, at all reasonable times on reasonable prior notice, permit the Tenant to enter and inspect the Premises and:

- a) if the Landlord's agents or Surveyor gives to the Tenant (or leaves a copy of) a written notice of any repairs or maintenance which the Tenant is liable for or of any other failure by the Tenant to comply with the obligations under this Lease, to repair the Premises and/or 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, to be repaid to the Landlord on demand (recoverable as a debt) and the proper expenses of such works (including all legal costs and other fees).

3.1.12 The Landlord shall be entitled to exercise any right to enter the Premises to inspect, view, measure, test, or to permit its agents, contractors, agents and professional advisors, to enter the Premises at any reasonable time (whether or not during business hours) and, except in the case of an emergency after giving reasonable prior notice (which need not be in writing) to the Tenant.

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

- a) the Tenant's obligations under the tenant covenants of this Lease;
- b) the Tenant's obligations in this Lease, including the obligation to give notice of a notice under section 146 of the Law of Property Act 1925;
- c) the Tenant for consent under this Lease, whether that consent is given, or consent is granted or lawfully refused, and whether the Landlord is required to act reasonably and whether the Landlord has refused to give consent;
- d) the Tenant to improve the Premises to improve their Environmental Performance; and the Tenant, in its absolute discretion, has consented to the improvement; and
- e) the Tenant to provide a schedule of dilapidations served no later than the end of the Term.

3.1.14

- a) for any illegal or immoral purpose;
- b) as sleeping accommodation or for residential
- c) at the Premises any offensive, noisy or dangerous manufacture, occupation or thing; and
- d) only for the Permitted Use [and only between the M Mondays to Fridays (and not on bank holidays

3.1.1 ons:

- a) es with any adjoining premises;
- b) al or structural alterations to the Premises;
- c) eration to the Premises which would, or may ed to, have an adverse effect on the asset rating nance Certificate commissioned in respect of the
- d) clause 3.1.17 below,] not to make any internal of a non-structural nature to the Premises without written consent (such consent not to be or delayed).

3.1.1 hout consent from the Landlord erect, alter or e-mountable partitioning which does not affect the es or adversely affect the mechanical ventilation he Premises or have an adverse impact on the nance of the Premises and which shall be treated bject to the Tenant:

- 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) rks 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 surd unless the Tenant has provided that

3.1.1 the Construction (Design and Management) oly to any works carried out to the Premises andlord's consent is required for them under this

3.1.1

3.1.2

a)

b)

c)

d)

e)

f)

g)

h)

3.1.2

a)

b)

3.1.2

the Regulations and to provide the Landlord with a health and safety file upon completion of the

, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign of the Tenant's trading name in the position specified by the Landlord. The sign must be of a durable material approved by the Landlord and at the end of the Lease the Tenant must remove any sign and make good any damage caused to the Premises to the satisfaction of the Landlord.

Obligations in respect of the Premises:

a) to comply with all laws relating to the Premises or to the Tenant's use of the Premises;

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

c) to obtain the Landlord's written permission in relation to the Premises without which the Landlord would not be obliged to grant it;

d) to obtain all necessary planning permissions relating to or affecting the Premises;

e) to comply with the Construction (Design and Management) Regulations and to make a written election to the effect that the Tenant is the only client for the purposes of the Regulations, to give the Landlord a copy of the election and to accept the obligations of the client;

f) to ensure that the Premises are equipped with all fire prevention detection and alarm systems which is required by law or by the insurers of the Premises and to maintain the same to the satisfaction of the Landlord to inspect it from time to time;

g) to report promptly of any defect or disrepair in the Premises and to be jointly and severally liable with the Landlord under any law or under this Lease;

h) to obtain the written consent of the Landlord to apply for an Environmental Protection Certificate in respect of the Premises.

3.1.2 The Tenant agrees that no rights or easements to be acquired over the Premises. The Tenant agrees that any result in the acquisition of a right or easement:

a) to the Landlord; and

b) to the Landlord in any way that the Landlord requests so long as the Landlord meets the Tenant's obligations and is not adverse to the Tenant's business interests to do so.

on:

- a) ... on trust for another;
- b) ... to occupy the whole or any part of the Premises;
- c) ... the possession or occupation of the whole or ...;
- d) ... e or any part of the Premises;
- e) ... of the Premises;
- f) ... ises as a whole without the prior written consent ... ed that the Landlord may as a condition of giving ... ance with the conditions in clause 3.1.23;
- g) ... y of the Premises; and
- h) ... mises as a whole without the prior written consent ... ed that the Landlord may as a condition of giving ... r more of the Underletting Requirements.

3.1.2 ... dlord may impose in relation to an assignment of ... le are:

- a) ... t someone who, immediately before the proposed ... er a guarantor of the Tenant's obligations under ... tor of the obligations given by a former tenant of ... uthorised guarantee agreement;
- b) ... nto an agreement guaranteeing that the assignee ... nant's covenants in this Lease (an "Authorised ... ") in such form as the Landlord may reasonably
- c) ... n the Landlord's reasonable opinion of sufficient ... able it to comply with the Tenant's covenants and ... n this Lease;
- d) ... ng acceptable to the Landlord acting reasonably ... e and indemnity of the Tenant's covenants of this ... 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) requirements of the Landlord's insurers and not to do anything which could invalidate any insurance; and
- b) not to do anything which increases any insurance premium payable by the Landlord to repay the increased premium to the Landlord.

3.1.22 The Tenant shall pay the Landlord the amount of all taxable supplies made to the Tenant in the Lease on the due date for making any payment or, if the Tenant fails to do so, the amount of any VAT which that supply is made for VAT purposes.

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

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

- a) any use of the Premises or the Tenant's use of them;
- b) any breach of the Tenant's rights; or
- c) any alterations.

3.1.25 The Tenant shall be liable to indemnify the Landlord in respect of any loss covered by the indemnity in clause 3.1.28, the amount of which shall be:

- a) the amount of the claim as soon as reasonably practicable after the date of the claim; or
- b) the amount of any information and assistance in relation to the claim which the Landlord may reasonably require, subject to the Tenant paying the Landlord all costs incurred by the Landlord in providing that assistance; and
- c) the amount of the claim (less the Tenant's cost) where it is reasonable for the Landlord to incur such costs.

3.1.30 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 Premises.

3.1.31 The Tenant shall pay to the Landlord a fair proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and cleaning, and in lighting any Conduits, structures or other items capable of being used by the Premises in common.

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

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

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

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

4. Landlord's

4.1 The Landlord shall be bound to the Tenant:

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

4.1.2 to insure (other than any plate glass at the Premises)
by the Insured Risks for the full reinstatement
sional fees and incidental expenses, debris
ce and irrecoverable VAT, provided that the
subject:

- a) available in the London insurance market on
ceptable to the Landlord; and
- b) exclusions or limitations as the insurers may impose.

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

- a) reconstruction on identical in layout or design so long as
nably equivalent to that previously at the Premises
- b) reconstruction if the Tenant has failed to pay any of the Insurance Rent;
- c) reconstruction of the Premises after a notice has been served pursuant

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

5. Provisos and Conditions

5.1 The payment of rent shall be subject to the following conditions:
5.1.1 Rent shall be paid in advance and the length of time rent is allowed to be in arrears e.g. 3 months, shall be stated in the notice becoming due (whether formally demanded or not).

5.1.2 Rent shall be paid in full for this Lease; or

5.1.3 Rent shall be paid in full by agency

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

5.2 If the Premises are damaged or destroyed by any Insured Risk so as to be unfit for occupation and the insurance is not vitiated or payment of the insurance is wholly or in part through any act, neglect or default of the Tenant, then the whole or a fair proportion of it will cease to be payable from the date of destruction for a period of three years or until the Premises are again occupied or used by the Tenant, whichever is the shorter.

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

5.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 to the extent that they apply to this Lease shall not apply to this Lease.

5.5 The Landlord warrants that nothing in this Lease constitutes or shall constitute a warranty that the Premises may lawfully be used for the purposes of this Lease.

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

6. Notices

6.1 Any notice in connection with this Lease must be in writing and must be sent by post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address specified by the recipient as its address for service.

- by giving the Landlord <<insert notice period>> working days' notice under this clause 6.
- 6.2 A notice of service shall be served on the Tenant as follows:
- 6.2.1 If the Tenant is an individual, the notice shall be served on the Tenant at its registered office;
- 6.2.2 If the Tenant is a company or incorporated in a country outside the United Kingdom, the notice shall be served at the address for service in the United Kingdom set out in the deed or document to which they are a party or, if no such address has been given at their last known address in the United Kingdom, the notice shall be served as follows:
- 6.2.3 The notice shall be served:
- a) On the Landlord, at any postal address in the United Kingdom set out in the deed or document to which they are a party for the registered proprietor on the title number <<insert title number>> or R2.1 at the beginning of this Lease or, if no such address has been given at their last known address in the United Kingdom;
 - b) On the Tenant, at the Premises;
 - c) On the registered proprietor, at the address of that party set out in the deed or document to which they gave the guarantee; and
 - d) On the registered proprietor or party, at their last known address in the United Kingdom.
- 6.3 Any notice served as set out in clause 6.2 shall be deemed as served on the second working day after the notice is posted by prepaid first-class post or special delivery or at the address for service or left at the recipient's address if delivered to or received by a person authorised to receive it.
- 6.4 If a notice is not served on a day that is not a working day or after 5:00PM, the notice shall be deemed as served at 9:00AM on the immediately following working day.
- 6.5 Service by email is not a valid form of service under this Lease.
7. **[Termination]**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant <<insert notice period>> notice in writing. The termination shall take effect at any time.
- 7.2 If the Landlord terminates this Lease under clause 7, this will not affect the rights of any party under this Lease.
- 7.3 The Landlord shall not be liable to the Tenant all payments of Rent that relate to a period of less than <<insert notice period>> of this Lease.]
8. **[Termination]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord <<insert notice period>> notice in writing. The termination shall take effect at any time.
- 8.2 This clause shall not apply to the Tenant if the Tenant gives notice of termination following a notice given by the Tenant if the Tenant is liable to pay Rent due up to the date of determination and gives

- up po and leaves behind no continuing underleases.
- 8.3 [The Clause 8 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 Clause 8, this will not affect the rights of any party for any obligation in this Lease.
- 8.5 The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of this Lease.]
9. **[Tenant Option to Extend Term]**
- 9.1 Provided that the Tenant is not in default under any of the terms of this Lease, the Tenant may extend this Lease for an additional term of <<insert number>> 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 give the Landlord written notice no earlier than the date which is <<insert number>> 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 This 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 before the Tenant is actually bound to enter into this Lease) the Landlord has provided the Tenant with the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 10.2 The Tenant (or a person on behalf of the Tenant) made a [declaration] [statutory declaration in the form set out in schedule 2 to the 2003 Order].
- 10.3 The Tenant acknowledges that the person who made the declaration on the Tenant's behalf is acting on the Tenant's authority.
- 10.4 The Landlord and the Tenant agree pursuant to section 38A (1) of the Landlord and Tenant Act 1954 that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply in relation to the tenancy created by this Lease.
11. **[Guarantor's Liability]**
- 11.1 The Guarantor shall be jointly and severally liable with the Tenant for the performance of the obligations of the Tenant under this Lease.

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- 11.1.1. The Landlord that the Tenant will comply with all the obligations of this Lease. If the Tenant defaults, the Guarantor must, within ten days, and comply with those obligations;
- 11.1.2. The Landlord as primary obligor, and separate to the obligations of 11.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant or the rents or comply with the Tenant's covenants and obligations (as set out in supplemental documents to this Lease); and
- 11.1.3. The Landlord as primary obligor to indemnify the Tenant for all losses, costs, damages and expenses caused to the Tenant by the Guarantor proposing or entering into any company, partnership, 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 disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten days, by written option either:
- 11.2.1. The Guarantor must pay the cost (including payment of the Landlord's costs) of the disclaimer or forfeiture of the Premises:
- a) The Guarantor must, on the date of the disclaimer or forfeiture or the Tenant being struck off the register of companies, pay the amount of the rent due on the date when this Lease would have ended had the disclaimer or striking-off had not happened;
 - b) The Guarantor must pay other sums payable at the date of the forfeiture or disclaimer, which would be payable save for any rent suspension;
 - c) The Guarantor must pay the rent due on the term commencement date of the new lease or the next rent review under this Lease that falls before that date that has not been concluded (but with the rent payable as if the date of the concluded rent review);
 - d) The Guarantor must pay the rent due on each Rent Review Date under this Lease until the term commencement date of the new lease; and
 - e) The Guarantor must pay the rent due on the terms and conditions as this Lease; or
- 11.2.2. The Guarantor must pay the arrears of the rents, any outgoing and all other sums due under this Lease plus the amount equivalent to the total of the rent 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 the Guarantor must pay the Landlord's costs (on a full and final basis) in respect of the grant of the lease.
- 11.4 If the Guarantor, on receipt of the payment in full, the Landlord must release the Tenant from its future obligations under this clause 10 (but that obligations in relation to any prior breaches).
- 11.5 The obligations of the Guarantor must not be reduced or discharged by:

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a) ...son to enforce in full, or any delay in enforcement
...or any concession allowed to the Tenant or any

b) ...g any right or remedy against the Tenant for any
...s due under this Lease or observe the Tenant's
...lease;

c) ...dlord to accept any rent or other payment due

d) ...ease (except that a surrender of part will end the
...ility in respect of the surrendered part);

e) ...counterclaim that the Tenant or the Guarantor may

f) ...disability or change in the constitution or status of
...ntor or of any other person who is liable, or of the

g) ...merger by any party with any other person, any
...quisition of the whole or any part of the assets or
...ty by any other person;

h) ...rrance in relation to the Guarantor of an Act of

i) ...an a release by the Landlord by deed.

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

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

a) ...this Lease expires;

b) ...s released from the tenant covenants under this
...Landlord and Tenant (Covenants) Act 1995; or

c) ...releases the Guarantor in accordance with clause

12. Applicable

12.1 This ...ractual obligations arising out of or in connection
with i ... law of England and Wales.

12.2 Subje ...ny provisions in this Lease requiring a dispute to
be se ... arbitration, the courts of England and Wales have
exclu ... e any dispute arising out of or in connection with
this L ... n to any non-contractual obligations.

12.3 Any ...ce an order of the courts of England and Wales
arisin ... with this Lease, including in relation to any non-
contr ... court of competent jurisdiction.

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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 directors]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion 1)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion 2)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for an 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 of the common seal of <<Guarantor's Name>> in the presence of

<<affix seal here>>

Director _____

Director/Secretary _____

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for an individual)

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

Signature: _____

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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Rights Granted to the Tenant

1. The right to use and maintain the mains for the Premises for the supply of gas, oil, telephony, electricity, water, heating, ventilation, air conditioning, air, foul and surface water drainage, electricity, communications, internet, data communications and similar supplies or use of the Premises.
2. The right to use and maintain the Premises from any adjoining premises owned by the Landlord.
3. [The right in and to the Premises and all others authorised by the Landlord to:
 - a) use for the Premises the Premises and emergency escapes within the Premises [which are shown edged green on the plan attached to this Lease];
 - b) use for the Premises the Premises and emergency escapes within the Premises [which are shown edged blue on the plan attached to this Lease];
 - c) <<ins>> the Premises and emergency escapes within the Premises [which are shown edged blue on the plan attached to this Lease];
4. [Except as mentioned in paragraph 3, the Tenant of this Lease does not include any right over the Premises or any part of the Premises under the rule in *Wheeldon v Burrows* (1963) 1 All ER 817 and the rule in *Whitby v McGregor* (1962) 1 All ER 413.]

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Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, extend, remove, or otherwise deal with any pipes, conduits, cables, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services or equipment within or relating to the Premises and adjoining or neighbouring premises through the Premises; and
2. The right to:
 - a) review the Environmental Performance of the Premises including to inspect any equipment within or relating to the Premises and to prepare reports;
 - b) estimate the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are reasonably necessary and can be reasonably carried out without entry onto the Premises, the right to enter the Premises:
 - a) build, alter, extend, repair, replace, or demolish any party walls on or adjacent to the Premises; and
 - b) inspect, alter, extend, repair, replace, rebuild or carry out other works upon any party walls on or adjacent to the Premises; and
4. [Where the Tenant (or its authorised representative) (in the Landlord's discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises for any purpose for which the Landlord is expressly entitled or required to do so or for any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 7 'working days' prior notice (except in the case of emergency) and must give as much notice as may be reasonably practicable;
 - b) observe the Tenant's privacy and confidentiality (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observe the Tenant's business hours; and
 - d) cause any damage to the Premises to be repaired as soon as reasonably practicable;
 - e) cause any disturbance to the Tenant's business as reasonably practicable;
 - f) repair any damage to the Premises as soon as reasonably practicable;
 - g) where the Tenant's business hours are affected, obtain the Tenant's approval to the location, timing and duration of the works, and other material matters relating to the preparation and carrying out of the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) where the Tenant's business hours are affected, exercise any rights outside the normal business hours only where necessary.

6. [The right to use the Premises for equipment on the roof of the Premises and a route as the Landlord may require.]
7. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works do not materially interfere with the flow of light and air to the Premises and provided that in connection with those works to underpin and shore up the Premises the Landlord:
- giving notice to the Landlord of the works to be carried out;
 - consenting to the management of potential interference;
 - taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
 - taking steps to ensure that the works comply with current standards of construction and workmanship;
 - taking steps to ensure that the works do not produce any interference to the Premises by noise, dust or vibration, having taken into consideration the Tenant's suggestions for limiting such interference;
 - making good any damage to the Premises or its contents.
8. The right, with the Landlord's consent, to place scaffolding on the Premises in connection with any works to be carried out on the Premises, provided that:
- any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
 - the scaffolding is erected to the minimum obstruction as is reasonably practicable to the Landlord;
 - the scaffolding is erected in such a way that any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) is not obscured by the scaffolding) unless the Tenant has obtained the Landlord's consent;
 - 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 Landlord.
9. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions on the Tenant.
10. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions on the Tenant.
11. All rights of reservation (including any rights of reservation) which now exist or that might (but for this Lease) exist in the Landlord's land.

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Rule – Regulations

1. Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
5. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain 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 other coverings to be placed over the windows of the Premises without the previous written consent of the Landlord in writing and type.
10. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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Rent Review Provisions

1. The Annual Rent payable by the Tenant on every Review Date. The amount of the Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as determined by the Independent Expert.
2. The Landlord and the Tenant shall agree the amount of the Open Market Rent before each Review Date. If for any reason the Open Market Rent shall not have been agreed by the Relevant Review Date which is three months before the Relevant Review Date, the Tenant may at any time thereafter (whether before or after the Relevant Review Date) by notice in writing to the other party require the Open Market Rent be referred to an Independent Expert to determine. The Landlord shall so agree the determination of the Open Market Rent will instantly be binding on the parties.
3. The Independent Expert shall:
 - 3.1 act as an arbitrator;
 - 3.2 invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Tenant an opportunity to make counter submissions;
 - 3.4 give his decision, which will be binding on the parties.
4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in the proportion that the Independent Expert shall determine or in the event that no determination is given equally between the Landlord and the Tenant.
5. If the Open Market Rent has not been ascertained by any Relevant Review Date:
 - 5.1 the Tenant shall continue to pay the Annual Rent to the Landlord until the date when the Open Market Rent has been ascertained, and the Annual Rent at the yearly rate payable for the period between the Relevant Review Date;
 - 5.2 upon the Open Market Rent being ascertained, the Annual Rent actually payable from such Relevant Review Date and the Landlord will demand the difference (if any) between the Annual Rent actually paid and the amount that would have been payable if the Annual Rent had been ascertained before the Relevant Review Date;
 - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date of the determination of the difference the base rate of Barclays Bank plc calculated on a daily basis of that difference from the date on which each instalment was payable to the date of payment. If not paid those sums shall be in arrears.
6. When the Open Market Rent has been ascertained pursuant to the provisions of this Schedule, the Landlord and the Tenant shall complete a memorandum (in duplicate) of the yearly Open Market Rent under this Lease from the Relevant Review Date to the date of the determination of the Open Market Rent by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence of the taking of any steps under this Schedule.

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