

# SAMPLE

<b>LR1. Date of lease</b>	<<Insert date in full>>
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>>  <b>LR2.2 Other title numbers</b> <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)>>
<b>LR3. Parties to this lease</b> <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 2014, 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 <a href="#">practice guide</a>.</i>	<b>Landlord</b> <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>>  <b>Tenant</b> <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>>  <b>Guarantor (if any)</b> <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>>  <b>Other parties</b> <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>>
<b>LR4. Property</b> <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</i>	<b>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.</b>  The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>> which is on the <<Insert floor number(s)>> floor of the Building (as defined

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

**LR5. Prescribed statements etc**

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

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

1)

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

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

**LR6. Term for which the Property is let**

Include only the appropriate statement (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.

**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 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 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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<p>apply for each of them against which title and the restriction you</p> <p>Standard forms of re Schedule 4 to the L 2003.</p>	
<p><b>LR14. Declaration of more than one person as Tenant</b></p> <p>If the Tenant is one person the alternative statement</p> <p>If the Tenant is more than one person complete this clause by the applicable alternative statement</p>	<p>[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]</p> <p>OR</p> <p>[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</p> <p>OR</p> <p>[The Tenant is more than one person. They are to hold the Property on trust &lt;&lt;Complete as necessary&gt;&gt;]</p>
<p><b>1. Definitions</b></p> <p>1.1 In this lease the following terms shall have the following meanings:</p>	
<p><b>‘Accounting Date’</b></p>	<p>the date when service charge year ends e.g. 31 March or any alternative date notified to the Tenant at any time by the Landlord</p>
<p><b>‘Act of Insolvency’</b></p>	<p>any step-in connection with any voluntary arrangement or compromise or arrangement for the benefit of any person or the Tenant or any guarantor;</p> <p>any application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;</p> <p>any 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;</p> <p>any appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;</p>

	<p>(e) the commencement of a voluntary arrangement in respect of the Tenant or any guarantor, except an amalgamation or reconstruction, in respect of which a statutory declaration has been filed with the Registrar of Companies;</p> <p>(f) the making of a petition for a winding-up order in respect of the Tenant or any guarantor;</p> <p>(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an order for a Tenant or any guarantor to be struck-off;</p> <p>(h) the Tenant or any guarantor ceasing to be incorporated in England or Wales (but excluding any company incorporated outside the United Kingdom);</p> <p>(i) the making of an application for, or the presentation of, a petition for a bankruptcy order against the Tenant or any guarantor.</p> <p>The paragraphs above shall apply to a partnership (as defined in the Partnerships Act 1907 respectively to in the Insolvent Partnerships Order 1986 (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they relate to the Limited Liability Partnerships Order 2001/1090) (as amended).</p> <p>Act of Insolvency includes any act or thing which may be taken pursuant to the legislative provisions of any such relevant jurisdiction;</p>	<p>...in respect of the ... the purpose of ... in respect of ... filed with the ...</p> <p>...winding-up order ...</p> <p>...the Register of ... Tenant or any ...</p> <p>... (but excluding ...</p> <p>...the presentation ... a bankruptcy ...</p> <p>...ship or limited ... and the Limited ... ations referred ... 94/2421) (as ... in the Limited ... s referred to in ... 001/1090) (as ...</p> <p>...vents that may ... in relation to a ... such relevant ...</p>
<b>‘Annual Rent’</b>	means £<<annual rent>> per year in respect of the Fourteenth Schedule;	...reviewed under ...
<b>‘Arbitration’</b>	means arbitration under the Arbitration Act 1996 agreed by the Landlord and Tenant or referred to 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 ... ment appointed ... er) for the time ... on the written ...
<b>‘Building’</b>	means the land and building known as <<insert title number>> together with any improvements;	...ing>> with title ... additions and ...
<b>‘Common Parts’</b>	means all roads, footpaths, yards, staircases, lifts and landings [which are shown on the plan attached to this Lease] and any other parts of the Building provided for use in common by the Tenant and visitors;	... fire escapes, ... ow on the plan ... ing which are ... of the Building, ...
<b>‘Conduits’</b>	means any media for the transmission of data or information;	...oul and surface ...

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	electricity, oil, telephone, heating, telecommunications, communications and similar supplies or utilities;
<b>'Energy Performance Certificate'</b>	given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;
<b>'Environmental Performance'</b>	the following: consumption of energy and associated generation of greenhouse gas emissions; consumption of water; pollution and management; and overall environmental impact arising from the use or operation of the building;
<b>'Financial Year'</b>	between two consecutive Accounting Dates (including the first and the second) or at the end of the Term means the period commencing on the first preceding Accounting Date and ending at the end of the second Accounting Date;
<b>'Independent Expert'</b>	an independent valuer agreed by the Landlord and Tenant or in the absence of agreement, nominated by the President (or the Chief Officer or the Secretary) for the time being of the Royal Institution of Chartered Surveyors at the written request of the Landlord or the Tenant;
<b>'Initial Service Charge'</b>	the amount of first year's service charge>> per year;
<b>'Insurance Rent'</b>	the amount payable by the Tenant to the Landlord of:

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	<p>premises insured in accordance with the Landlord's Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>losses of the Premises for insurance purposes from</p> <p>any excess or deductible under any insurance policy and incurs or will incur in reinstating the Premises or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following destruction by an Insured Risk to the Premises because of neglect or failure to act; and</p> <p>any increased premiums that the insurers may require in connection with carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the</p>
<b>'Insured Risks'</b>	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, impact by any articles dropped from them, impact by vehicles, vibration, commotion and malicious damage to the extent, in so far as cover is generally available on normal commercial terms in the market at the time the insurance is taken out, and subject to which the Landlord reasonably insures from time to time, subject to all cases to any excesses, limitations and exclusions of the insurers;</p>
<b>'Interest'</b>	<p>the rate of &lt;&lt;rate of interest on outstanding payments &gt;&gt; per year above the base rate for the time being of effect or (if base rate or that bank ceases to exist) a rate of interest notified by the Landlord to the Tenant;</p>
<b>'Interim Sum'</b>	<p>the amount on account of the Service Charge for the financial year calculated by the Surveyor (acting as an expert) or the Surveyor's estimate of the likely amount of the Service Charge for the financial year in question;</p>
<b>'Landlord'</b>	<p>the person entitled to the immediate reversion to this Lease;</p>
<b>'Landlord's Neighbouring Property'</b>	<p>any buildings owned by the Landlord near to the Premises;</p>
<b>'Letting Unit'</b>	<p>any office suite or other unit of accommodation in the Premises or any accommodation provided for a porter or</p>

	caretaker) that is let for occupation or exclusive occupation solely in connection with the management of the Building;	occupied (or intended for occupation) solely in connection with the provision of services to the Building;
'Open Market Rent'	<p>means the yearly rent expected to be let at the open market by a willing tenant in the open market (without fine or premium for assignment) for a term of the Term remaining at the Review Date but assuming that:</p> <ul style="list-style-type: none"> <li>(a) that the Premises are in good repair (if damaged or destroyed);</li> <li>(b) that the Tenant has complied with all obligations under the Lease and (except in the case of a persistent breach) that the Landlord's obligations have been met;</li> <li>(c) that the Premises are used for the uses permitted by this Lease;</li> <li>(d) that on the grant of the Lease the Tenant will receive the benefit of any other inducement available on the open market for such premises.</li> </ul> <p>Rent is the rent that would be payable over the period or concession of the Lease and on a lease which contains no special provisions in all respects except for the review of the Annual Rent:</p> <ul style="list-style-type: none"> <li>(a) the amount of the Rent;</li> <li>(b) any rent-free period granted to the Tenant;</li> <li>(c) any break clause;</li> <li>(d) &lt;&lt;any other exclusion or restriction, there being disregarded:</li> <li>(a) the fact that the Tenant or their predecessors in title have carried on there any business;</li> <li>(b) any goodwill attached to the carrying on there of the business of the Tenant or their predecessors;</li> <li>(c) any special bid tendered by the Tenant or its predecessor in interest in the Premises or any adjoining premises.</li> </ul>	<p>as a whole might be expected to be let by a willing landlord to a willing tenant in possession and without fine or premium to the [Term] [residue of the Term] if then remaining is less than five years starting on the Relevant Review Date;</p> <p>the Tenant's occupation and use and compliance with the Tenant's obligations in this Lease where there has been a material or substantial breach and the Landlord has complied with its obligations;</p> <p>used for the uses permitted by this Lease;</p> <p>the willing tenant will not receive any concession or any other inducement that might be negotiated in connection with the Open Market Rent after the end of that period or concession;</p> <p>on the same terms and conditions as the foregoing provisions for the purpose of the Lease;</p> <p>any other inducement available on the open market for such premises;</p> <p>Tenant or their respective predecessors in title of the Premises;</p> <p>to the carrying on there of the business of the sub-tenant (whether by the sub-tenant or such business);</p> <p>other party with a special interest in the Premises because of its occupation of the Premises.</p>

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not lawfully carried out during the Term by the Tenant or sub-tenant at their own expense with the Landlord's consent other than in pursuance of an obligation to the Landlord or the Landlord's predecessors in title;

not attributable to works that have been carried out or the Tenant's predecessors in title or lawful

not attributable to any temporary works, operations or works on any adjoining premises;

**'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];

<b>‘Premises’</b>	<p>means the Premises comprised in paragraph LR4 at the beginning of this Lease;</p> <p>(a) the walls, ceilings, floors, other surface finishes and internal partitions or bounding the Premises and all other fixtures and fittings;</p> <p>(b) even the windows including the glass, the frames and the sills;</p> <p>(c) the walls, ceilings, floors, other surface finishes and internal partitions lying within the Premises;</p> <p>(d) the walls, ceilings, floors, 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 surfaces of the floors down to the upper surfaces of the joists or other structures to which the floors are fixed;</p> <p>(e) the walls, ceilings, floors, other surface finishes and internal partitions including the guard rails of the Premises;</p> <p>(f) any fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(g) all other fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(h) all other fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>but the fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(a) any fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(b) any fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(c) any fixtures and fittings which are not tenant's fixtures and fittings;</p>	<p>means the Premises comprised in paragraph LR4 at the beginning of this Lease;</p> <p>(a) the walls, ceilings, floors, other surface finishes and internal partitions or bounding the Premises and all other fixtures and fittings;</p> <p>(b) even the windows including the glass, the frames and the sills;</p> <p>(c) the walls, ceilings, floors, other surface finishes and internal partitions lying within the Premises;</p> <p>(d) the walls, ceilings, floors, 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 surfaces of the floors down to the upper surfaces of the joists or other structures to which the floors are fixed;</p> <p>(e) the walls, ceilings, floors, other surface finishes and internal partitions including the guard rails of the Premises;</p> <p>(f) any fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(g) all other fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(h) all other fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>but the fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(a) any fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(b) any fixtures and fittings which are not tenant's fixtures and fittings;</p> <p>(c) any fixtures and fittings which are not tenant's fixtures and fittings;</p>
<b>‘Rent’</b>	means the Rent payable by this Lease;	
<b>‘Rent Commencement Date’</b>	means the date first to be paid>>;	
<b>‘Rent Days’</b>	means the days of the year;	September and 25 December] in each
<b>‘Retained Property’</b>	<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>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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	<p>Individual Letting Unit;</p> <p>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</p>
<b>‘Review Date’</b>	<p>each of the years &lt;&lt;years&gt;&gt;] and "Relevant Review ed accordingly;</p>
<b>‘Service Charge’</b>	<p>rtion (calculated on a floor area basis or any other d decides from time to time)] <b>OR</b> [&lt;&lt;proportion of ant must pay&gt;&gt;%] of the Service Cost;</p>
<b>‘Service Cost’</b>	<p>s or costs incurred by the Landlord in providing the the cost of keeping accounts of service costs, dering service charge statements and retaining y those statements;</p>
<b>‘Services’</b>	<p>provided by the Landlord as set out in Clause 4.3;</p>
<b>‘Surveyor’</b>	<p>r or architect from time to time appointed by the</p>
<b>‘Tenant’</b>	<p>in title and assigns;</p>
<b>‘Term’</b>	<p>cified in paragraph LR6 at the beginning of this Lease tension or continuation of it or period of holding over;</p>
<b>‘Title Matters’</b>	<p>(if any) set out in the following documents: &lt;&lt;insert ecting the landlord's title to the Premises&gt;&gt;;</p>
<b>‘Underletting Requirements’</b>	<p>ase is at a rent not less than the then open market ises, payable in advance on the Rent Days;</p> <p>ase excludes sections 24 to 28 (inclusive) of the nant Act 1954;</p> <p>ase is not granted for a fine or premium or a reverse</p> <p>ase does not give the undertenant a rent-free period h is reasonable to allow for any fitting out);</p> <p>ase contains provisions for change of use and sponding to those in this Lease;</p> <p>ase contains provisions for review of the rent underlease on the basis and dates on which the o be reviewed under this Lease;</p>

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se contains provisions prohibiting dispositions of or with the underlet premises other than an assignment whole and then only with the prior written consent

shall receive a direct covenant from the observe and perform all the tenant's covenants in

se contains provisions requiring the undertenant to rent the whole of the Insurance Rent and other the Annual Rent, payable by the Tenant under this

se contains any other provisions that are ng regard to the terms of this Lease and the nature Underlease;

'VAT'

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).

1.2 Unless 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 ulate to this Agreement; and

1.2.6 s a reference to a clause of this Agreement (other r 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, ny occupier of the Premises and their respective

- 1.3.7 The Plans do not form part of this Lease and are not to be construed as construction or interpretation; and
- 1.3.8 The Plans shall not include any document supplemental or added into pursuant to its terms.
- 1.4 The Plans are for convenience only and shall not affect its interest.
2. **Demise and Rent**
- 2.1 The Landlord demises to the Tenant for the Term together with (insofar as the Landlord is able to grant the same) the rights set out in the First Schedule, reserving for the benefit of the Landlord's Neighbouring Property the Retained Property the rights set out in the Second Schedule to the Title Matters.
- 2.2 The Tenant shall pay to the Landlord:
- 2.2.1 Equal payments in advance by bankers' standing order (or by direct debit if the Landlord so requires) on the Rent Days, to be made on the date of this Lease for the period from the Commencement Date and ending on the day of the Termination Date;
- 2.2.2 To time the Insurance Rent;
- 2.2.3 All other payments and all payments on account of it (payable as and when due);
- 2.2.4 All other payments due from the Tenant to the Landlord under this Lease;
- 2.2.5 All other payments due from the Tenant under this Lease.
3. **Tenant's Covenants**
- 3.1 The Tenant shall observe and comply with the following covenants:
- 3.1.1 The Tenant shall pay the Rent to the Landlord at the times and in the manner stated without any legal defence, set-off or counterclaim unless required by law.
- 3.1.2 If the Rent due under this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether or not), or if the Landlord refuses to accept rent so as to constitute a breach of covenant, the Tenant must on demand pay to the Landlord as rent in arrears) calculated on a daily basis on the basis of the Rent refused from the due date until the date on which the Rent is paid.
- 3.1.3 The Tenant shall indemnify the Landlord against all existing and future rates, taxes, and financial impositions charged on the Property.
- a) The Rent payable; and
- b) The Landlord's dealing with its own interests.
- 3.1.4 The Tenant shall indemnify the Landlord against all charges incurred relating to the Property, including but not limited to, and surface water drainage, electricity, oil,

- telecommunications, internet, data communications and other utilities supplied to the Premises (including all meter rents).
- 3.1.5 The Tenant shall be entitled to a rate of interest of 10% per annum (or such other rate as the Landlord may agree in writing) on any sum payable by the Tenant to the Landlord in respect of any loss or damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- 3.1.6 The Tenant shall keep the Premises in good and substantial repair and condition and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- 3.1.7 The Tenant shall keep the Premises in good and substantial repair and condition and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- 3.1.8 The Tenant shall keep the Premises in good and substantial repair and condition and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- 3.1.9 The Tenant shall keep the Premises in good and substantial repair and condition and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- 3.1.10 The Tenant shall keep the Premises in good and substantial repair and condition and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- a) The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- b) The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- c) The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- d) The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- 3.1.11 The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- a) The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- b) The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.
- c) The Tenant shall be liable to the Landlord in the repair and condition of the Premises and shall be liable to make good any damage to the Premises or its contents, including any loss or damage to the Landlord's property, which is caused by the Tenant or its servants, agents, employees or invitees, and the Tenant shall be liable to make good that loss to the Landlord on demand.

3.1.1

at all reasonable times on reasonable prior notice to enter and inspect the Premises and:

a)

agents or Surveyor gives to the Tenant (or leaves) of any repairs or maintenance which the Tenant or of any other failure by the Tenant to comply under this Lease, to repair the Premises and/or in accordance with the notice within a period of two of the notice (or sooner if required); and

b)

not comply with clause 3.1.12 a), to permit the Premises and carry out the works at the Tenant's to the Landlord on demand (recoverable as a proper expenses of such works (including all legal other fees).

3.1.1

led to exercise any right to enter the Premises to s, contractors, agents and professional advisors, ses at any reasonable time (whether or not during and, except in the case of an emergency after ole notice (which need not be in writing) to the

3.1.1

rd on demand on an indemnity basis all costs, er expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which ayable by the Landlord) in connection with or in

a)

tenant covenants of this Lease;

b)

enant's obligations in this Lease, including the ce of a notice under section 146 of the Law of

c)

Tenant for consent under this Lease, whether that wn, or consent is granted or lawfully refused, e the Landlord is required to act reasonably and ably refuses to give consent;

d)

o the Premises to improve their Environmental e Tenant in its absolute discretion, has consented so;] and

e)

ervice of a schedule of dilapidations served no later he end of the Term.

3.1.1

a)

s for any illegal or immoral purpose;

b)

es as sleeping accommodation or for residential

c)

t the Premises any offensive, noisy or dangerous manufacture, occupation or thing; and

- d) only for the Permitted Use [and only between the 9 AM Mondays to Fridays (and not on bank holidays

3.1.1 Conditions:

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

3.1.1 Without consent from the Landlord erect, alter or remove any free-mountable partitioning which does not affect the structural integrity of the Building or adversely affect the mechanical ventilation or the Building or have an adverse impact on the performance of the Premises or the Building and which is not a Tenant's fixture subject to the Tenant:

- a) give not less than <<notice period given to Landlord of >> notice in writing of its intention to carry out such works;
- b) carry out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval of the Landlord;
- c) restore the Premises to their former state and condition on or before the date specified in the notice of the Landlord by notice in writing requests the Tenant to do so;
- d) bear the cost of any alterations or additions carried out to the Premises except any which are trade or tenant's fixtures or fittings and so that the Landlord will not be liable for any necessary increase in the amount for which the Premises are insured unless the Tenant has provided that the Premises are insured for the full replacement value.

3.1.1 The Construction (Design and Management) Regulations 2007 shall apply to any works carried out to the Premises and the Landlord's consent is required for them under this clause and to provide the Landlord with a copy of the Construction Health and safety file upon completion of the works.

3.1.1 The Tenant shall not display any sign, fascia notice or advertisement on the outside of the Premises which is not to be visible outside the Premises other than a sign displaying the Tenant's trading name in the position specified by the Landlord.



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ce to the Building and on the entrance door to the  
at sign being of a size, design, layout and material  
ord and at the end of the Term to remove any sign  
amage caused to the reasonable satisfaction of

3.1.2

bligations in respect of the Premises:

- a) s relating to the Premises or to the Tenant's use  
Premises;
- b) receipt by the Tenant of any notice or other  
ng the Premises to send a copy to the Landlord  
ake all necessary steps to comply with the notice  
n and take any other action in connection with it  
reasonably may require;
- c) ng permission in relation to the Premises without  
nt of the Landlord;
- d) lanning permissions relating to or affecting the
- e) nstruction (Design and Management) Regulations  
mencing any works to make a written election  
to the effect that the Tenant is the only client for  
Regulations, to give the Landlord a copy of the  
e obligations of the client;
- f) equipped with all fire prevention detection and  
ich is required by law or by the insurers of the  
ly required by the Landlord and to maintain the  
ne Landlord to inspect it from time to time;
- g) promptly of any defect or disrepair in the Premises  
ndlord liable under any law or under this Lease;
- h) written consent of the Landlord to apply for an  
ertificate in respect of the Premises.

3.1.2

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

- a) the Landlord; and
- b) ne Landlord in any way that the Landlord requests  
tion so long as the Landlord meets the Tenant's  
erse to the Tenant's business interests to do so.

3.1.2

on:

- c) es on trust for another;
- d) o occupy the whole or any part of the Premises;
- e) re the possession or occupation of the whole or  
es;
- f) e or any part of the Premises;

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- g) of the Premises; and
- h) Premises as a whole without the prior written consent of the Landlord may as a condition of giving licence with the conditions in clause 3.1.23;
- i) of the Premises; and
- j) Premises as a whole without the prior written consent of the Landlord may as a condition of giving licence for more of the Underletting Requirements.
- 3.1.2 The Landlord may impose in relation to an assignment of the Premises the following conditions which shall be in addition to the conditions set out in clause 3.1.23:
- a) The assignee must be someone who, immediately before the proposed assignment, was a guarantor of the Tenant's obligations under the Lease or a guarantor of the obligations given by a former tenant of the Premises under an authorised guarantee agreement;
- b) The assignee must enter into an agreement guaranteeing that the assignee will be bound by the Tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably require;
- c) The assignee must, in the Landlord's reasonable opinion of sufficient creditworthiness, be able to comply with the Tenant's covenants and obligations in this Lease;
- d) The assignee must provide an indemnity acceptable to the Landlord acting reasonably in relation to the performance and indemnity of the Tenant's covenants of this Lease in such form as the Landlord may reasonably require;
- e) The assignee must enter into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing for a deposit of an amount equal to six months' Annual Rent (plus VAT) (or such other period and amount as the Landlord may require) as security for the performance of the tenant's covenants in this Lease with a view to the Landlord recovering the deposit; and
- f) The assignee must ensure that the Annual Rent or any other outstanding obligations under the Lease are paid and that any material breach of covenant by the Tenant is remedied.
- 3.1.2 The Landlord may at any time during the Term to enter the Premises or any suitable part of the Premises a notice for re-letting the Premises to potential tenants and buyers to view the Premises (accompanied by the Landlord or its agents).
- 3.1.2 The Landlord may require the assignee to:
- a) Comply with the 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.

3.1.2 Subject of all taxable supplies made to the Tenant in lease on the due date for making any payment or, which that supply is made for VAT purposes.

3.1.2 Obligated, under or in connection with this Lease, to any other person any sum by way of a refund or amount equal to any VAT incurred on that sum by person, except to the extent that the Landlord or credit for such VAT under the Value Added Tax Act

3.1.2 Indemnify the Landlord against all actions, claims, third party, all costs, damages, expenses, charges third party and the Landlord's own liabilities, costs and in defending or settling any action, claim or any personal injury or death, damage to any extent of any right arising from:

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

3.1.2 In covered by the indemnity in clause 3.1.28, the

- a) Amount of the claim as soon as reasonably practicable of it;
- b) In any information and assistance in relation to the may reasonably require, subject to the Tenant all costs incurred by the Landlord in providing that ce; and
- c) (at the Tenant's cost) where it is reasonable for the

3.1.3 Common Parts:

- a) Steps to prevent any damage to the Common Parts (limitation) when bringing in or removing goods, from the Premises;
- b) e, passage, staircase, lavatories and water closets in a careful manner and to make good any damage careless use;
- c) passages and staircases in the Common Parts struction at all times.

3.1.1 Regulations set out in the Third Schedule and any ations made by the Landlord from time to time in state management.

3.1.2 and expenses referred to in this Clause 3.1.32 are h the Service Charge, to pay on demand to the

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tion (to be determined by the Landlord) of the  
ses properly incurred by the Landlord in insuring,  
maintaining, cleansing and (where appropriate)  
structures or other items which are used or are  
by the Premises in common with any other part  
the Retained Property.

3.1.3

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

3.1.4

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

3.1.5

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

3.1.6

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 responsible to the Tenant:

4.1.1

nt paying the rents and other sums due and  
gations 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  
mitted by the Lease.

4.1.2

(other than any plate glass in the Building) against  
e Insured Risks for the full reinstatement cost  
fees and incidental expenses, debris removal, site  
erable VAT, provided that the obligation to insure

a)

available in the London insurance market on  
eptable to the Landlord; and

b)

usions or limitations as the insurers may impose.

4.1.3

l necessary planning and other consents, to use  
eceived (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:

modation identical in layout or design so long as  
n reasonably equivalent to that previously at the  
vided;

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## 6. Provisos and

- 6.1 The p
- 6.1.1 <length of time rent is allowed to be in arrears e.g becoming due (whether formally demanded or
- 6.1.2 this Lease; or
- 6.1.3 vency
- the L e Premises (or any part of them) at any time after and c ill end (but this will not affect any right or remedy availa
- 6.2 If the or destroyed by any Insured Risk so as to be unfit for o the insurance is not vitiated or payment of the insur wholly or in part through any act, neglect or default of the t or a fair proportion of it will cease to be payable from destruction for a period of three years or until the Prem occupation or use by the Tenant, whichever is the short
- 6.3 Noth ne Tenant the right to enforce, or to prevent the relea benefit of any covenants, rights or conditions to which are subject.
- 6.4 The on who is not a party to this Lease has no right arising Contracts (Rights of Third Parties) Act 1999 to enforce se.
- 6.5 The hat nothing in this Lease constitutes or shall const warranty that the Premises may lawfully be used for ar s Lease.
- 6.6 The at it has not entered into this Lease in reliance on any r y made by or on behalf of the Landlord.

## 7. Notices

- 7.1 Any n connection with this Lease must be in writing and sent t st or special delivery to or otherwise delivered to or left recipient under clause 6.2 or to any other address in the e recipient has specified as its address for service by gi rking days' notice under this clause 6.
- 7.2 A not
- 7.2.1 d liability partnership registered in the United ed at its registered office;
- 7.2.2 or incorporated in a country outside the United rved at the address for service in the United set out in the deed or document to which they are

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address has been given at their last known address

7.2.3 served:

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

7.3 Any notice served as served on the second working day after the date of the first class post or special delivery or at the time of delivery or left at the recipient's address if delivered to or left at the recipient's address.

7.4 If a notice is served on a day that is not a working day or after 5:00PM it shall be treated as served at 9:00AM on the immediately following working day.

7.5 Service by email is not a valid form of service under this Lease.

## 8. [Termination]

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

8.2 If the Tenant terminates the Lease in accordance with Clause 7, this will not affect the rights of any party arising from the Lease.

8.3 The Tenant shall pay to the Tenant all payments of Rent that relate to a period of not less than <<insert period>> of this Lease.]

## 9. [Termination]

9.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving notice of not less than <<notice period to terminate lease e.g. 3 or 6 months>> which shall take effect at any time.

9.2 This Clause shall apply following a notice given by the Tenant if the Tenant is not in arrears of Rent due up to the date of determination and gives notice of not less than <<insert period>> and leaves behind no continuing underleases.

9.3 [The Tenant's obligation under Clause 8 is personal to the Tenant named in paragraph 8.1 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.]

9.4 If the Tenant terminates the Lease in accordance with Clause 8, this will not affect the rights of any party arising from the Lease.

9.5 The Tenant shall pay to the Tenant all payments of Rent that relate to a period of not less than <<insert period>> of this Lease.]

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period of this Lease.]

10. **[Tenant Option to Extend Term]**

10.1 Provided that the Tenant is not in default under any of the terms of this Lease, the Tenant shall have the option to 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:

10.1.1 If the Tenant exercises this said option, then the Tenant shall provide the Landlord with written notice no earlier than the date which is <<insert 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 forfeit any further or additional right to extend or renew the Lease.

10.1.2 This option shall not be transferable and shall be personal to the Tenant.

11. **Guarantor's Obligations**

11.1 The Guarantor

11.1.1 The Guarantor shall warrant to the Landlord that the Tenant will comply with all the terms and conditions of this Lease. If the Tenant defaults, the Guarantor shall be liable to the Landlord and comply with those obligations;

11.1.2 The Guarantor shall warrant to the Landlord as primary obligor, and separate to the obligations of the Tenant under 11.1 above, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants and obligations (including those set forth in supplemental documents to this Lease); and

11.1.3 The Guarantor shall warrant to the Landlord as primary obligor to indemnify the Landlord for all losses, costs, damages and expenses caused to the Landlord by the Guarantor proposing or entering into any company, partnership, joint venture, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the assets or financial positions of the Guarantor in this clause 10.

11.2 If the Tenant is struck off the register or the Guarantor, at the discretion of the Landlord, notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant being struck off the register, of companies, the Guarantor must, within ten days of the date of notification, exercise its option either:

11.2.1 The Guarantor shall, at its own cost (including payment of the Landlord's costs) purchase the Lease of the Premises:

a) The Lease shall take effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies;



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g on the date when this Lease would have ended  
ure or striking-off had not happened;

b) other sums payable at the date of the forfeiture or  
ould be payable save for any rent suspension;

c) new date on the term commencement date of the  
rent review under this Lease that falls before that  
date that has not been concluded (but with the rent  
ne date of the concluded rent review);

d) dates on each Rent Review Date under this Lease  
e term commencement date of the new lease; and

e) e terms and conditions as this Lease; or

11.3 pay t of the rents, any outgoings and all other sums due  
undeount equivalent to the total of the rents, outgoings  
and athis Lease that would be payable for the period of  
6 moer, forfeiture or striking-off.

11.3. the Guarantor must pay the Landlord's costs (on  
and any VAT in respect of the grant of the lease.

11.3. hen, on receipt of the payment in full, the Landlord  
antor from its future obligations under this clause  
ect the Landlord's rights in relation to any prior

11.3. y will not be reduced or discharged by:

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

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

c) ndlord to accept any rent or other payment due

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

e) ounterclaim that the Tenant or the Guarantor may

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

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

h) rrence in relation to the Guarantor of an Act of

i) an a release by the Landlord by deed.

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

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

- a) The Guarantor shall be released from its obligations under this Lease when the Lease expires;
- b) The Guarantor shall be released from the tenant covenants under this Lease pursuant to the provisions of the Landlord and Tenant (Covenants) Act 1995; or
- c) The Guarantor shall be released from its obligations under this Lease when the Guarantor in accordance with clause 10.4 of this Lease.

## 12. Service Charge

12.1 As soon as practicable after each Accounting Date the Landlord will prepare an account of the Service Costs for that Financial Year and containing a fair summary of the account. The Landlord will send a copy of the account to the Tenant.

12.2 The account sent to the Tenant pursuant to Clause 11.1 will when certified by the [Landlord] [Surveyor] be conclusive evidence of all matters in dispute between the parties.

12.3 For each Financial Year the Landlord shall send to the Tenant an estimate of the Service Cost for the next Financial Year (or as soon as practicable after the start of the next Financial Year) together with appropriate explanatory commentary and a schedule showing the allocation of the Service Costs to the various parts of the Building; and

12.3.1 The Landlord shall require the Tenant to pay the Interim Sum by equal payments in advance on each Rent Day from the first day of the Term to the first Accounting Date the Tenant shall pay the Initial Service Charge, the first payment of the Interim Sum for the period from and including the first day of the Term (or the first day before the next Rent Day) to be paid on the date of the first Rent Day. Payments to be made in advance on each of the Rent Days from the first Accounting Date.

12.5 If the Tenant has paid an Interim Sum for that Financial Year, the excess is due to the Landlord and shall be paid to the Landlord on or before the first Accounting Date; and

12.5.1 If the Tenant has paid an Interim Sum for that Financial Year, the overpayment will be set off against the next quarterly payment on account.

11.3 If the Tenant has paid an Interim Sum for that Financial Year a sum in excess of the Interim Sum for that Financial Year, the Landlord may include the excess of the liability in an account for a subsequent Financial Year.

11.4 If the Tenant has paid an Interim Sum for that Financial Year, the Landlord shall be entitled to enjoy the benefit of any of the Services provided by the Landlord in excess of the percentage referred to in the definition of the Interim Sum.

of 'Se' will be varied in accordance with Clause 11.8  
with e'g Date following the change.

11.5 The Clause 11.7 will be by agreement between the  
Land'ailing agreement will be such reasonable variation  
reflec'etermined by the Surveyor (acting as an expert).

**13. Applicable**

- 13.1 This contractual obligations arising out of or in connection  
with i'law of England and Wales.
- 13.2 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.
- 13.3 Any p'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.

**THIS LEASE** has b' 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 co' (e)**

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

*Signature:*

Director

*Signature:*

[Director][Secretary]

**OR (alternative co' (e)**

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

*Signature:*

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

**OR (execution clause for an individual)**

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

**[Execution clauses]**

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

<<Affix seal here>>

Director

Director/Secretary

**OR (alternative clause for a company)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative clause for a company)**

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

Signature:

Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**OR (execution clause for 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 by <<Guarantor's Name>>  
the common seal of <<affix seal here>>  
in the presence of \_\_\_\_\_

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative clause for a company)**

Executed as a deed by <<Guarantor's Name>>  
acting by [a director or secretary] Signature: \_\_\_\_\_  
[two directors] Signature: \_\_\_\_\_

Director

[Director][Secretary]

**OR (alternative clause for a company)**

Executed as a deed by <<Guarantor's Name>>  
acting by a director Signature: \_\_\_\_\_

Director

presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

**OR (execution clause)**

**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 the Building's mains for the supply of gas, oil, telephone, television, cable, satellite, internet, data communications and similar supplies or use.
2. The right to use the Building's Premises from the Building.
3. The right in and to the Building and all others authorised by the Landlord and with other Tenants to:
  - a) use the Building's Premises as are necessary to obtain access to and egress from the Building;
  - b) use the Building's Premises for male lavatories and water closets in the Common Parts of the Building (to be allocated by the Landlord for the use of the Tenants);
  - c) use the Building's Premises for maintaining access on foot only to and egress from the Building's Courtyards and emergency escapes within the Building's Premises [which are shown edged green on the plan attached to this Lease];
  - d) use the Building's Premises for maintaining access to and egress from the Building with private roads within the Landlord's Neighbouring Premises [which are shown edged blue on the plan attached to this Lease];
  - e) <<insert other rights to be granted to the Tenant>>.]
4. [Except as mentioned in the preceding paragraph, the Tenant of this Lease does not include any right over the Building's Premises by virtue of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1969) 119 All E.R. 1037.]

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## Rights Reserved to the Landlord

1. The right to the Premises, including the mains, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and the remainder of the Building and any adjoining or neighbouring premises and any conduits at the Premises.
2. The right to:
  - a) review the Environmental Performance of the Premises including to inspect and test 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, the right to enter the Premises and carry out the works lawfully carried out without entry onto the Premises, including:
  - a) building or repairing any party walls on or adjacent to the Premises; and
  - b) inspecting, repairing, demolishing, rebuilding or carrying out other works upon any part of the Premises or the Landlord.
4. [Where the Tenant (or any of its representatives) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to do anything that the Landlord is expressly entitled or required to do for or any other reasonable purposes in connection with this Lease. The Landlord must:
  - a) give the Tenant at least 14 working days' prior notice (except in the case of emergency repairs) and must give as much notice as may be reasonably practicable;
  - b) observe the Tenant's privacy (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
  - c) observe the Tenant's rights to the Landlord's entry set out in this Lease;
  - d) cause no unnecessary disturbance to the Tenant's business as reasonably practicable;
  - e) cause no unnecessary noise or vibration as reasonably practicable;
  - f) repair any damage caused by the Landlord as soon as reasonably practicable;
  - g) where the works involve the use of heavy machinery, obtain the Tenant's approval to the location, method and timing of the works and other material matters relating to the preparation for, and carrying out of, the works;
  - h) remain on the Premises for no longer than is reasonably necessary; and
  - i) where the works are carried out outside the normal business hours, exercise any rights outside the normal business hours.



6. In an emergency, the right to restrict access to the Premises so long as (except in an emergency) alternative facilities are available which are materially less convenient.
7. The right to alter or reduce the extent of any Common Parts or Conduits so long as (except in an emergency) alternative facilities are available which are materially less convenient; or
- a) alter the use and enjoyment of the Premises is not materially less convenient; or
- b) if no alternative facilities are available, the use and enjoyment of the Premises is not materially less convenient.
8. The right from time to time to designate areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to designate areas, so long as the remaining areas are reasonably convenient for the purposes.
9. The right to carry out any construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord in its absolute discretion may see fit, provided that these works do not interfere with the flow of light and air to the Premises and provided that the Landlord in connection with those works to underpin and shore up the Premises and to:
- a) giving notice to the Tenant of the works to be carried out;
- b) consulting the Tenant as to the management of potential interference;
- c) taking such steps as 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 to ensure that the works comply with all relevant standards of construction and workmanship;
- e) taking such steps as to reduce any interference to the Premises by noise, dust, vibration or otherwise, taking into consideration the Tenant's suggestions for mitigation;
- f) making such arrangements as to ensure that there is no damage to the Premises or its contents.
10. The right, with the consent of the Tenant, to place scaffolding on the exterior of or outside any buildings 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 and maintained as is reasonably practicable to the minimum extent necessary;
- c) the scaffolding is not used for advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises and by the scaffolding) unless the Tenant has given its consent in writing;
- d) if the scaffolding obstructs or interferes with the use of the Premises, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.

11. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions upon the Tenant.
12. The right to separate the Premises from 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.

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## Rule – Regulations

1. Not without the written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all the information required to the reasonable satisfaction of the Landlord that the material is necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the Regulations of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
5. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain overnight.
6. No mat, brush, or rubbish to be thrown out of the Premises.
7. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of such waste in accordance with the bye-laws and in consultation with the Local Authority.
8. Not to overload the Premises with any machinery or equipment at any time when not serving the Premises.
9. No blind shades or curtains to be hung over the windows of the Premises without the previous written approval of the Landlord in colour and type.
10. Not to place or deposit any goods or materials otherwise in the Building (other than within the Premises) at any time when not serving the Premises.

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## 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 amount that the Tenant has 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, and the Tenant shall pay to the Landlord the amount of that difference from the date on which each instalment of that difference is 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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