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<p>LR1. Date of lease</p>	<p><<Insert date in full>></p>
<p>LR2. Title number(s)</p>	<p>LR2.1 Landlord's title number(s)</p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p><<Insert Landlord's title number(s)>></p> <p>LR2.2 Other title numbers</p> <p><i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> <p><<Insert other title number(s)>></p>
<p>LR3. Parties to this lease</p> <p><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></p> <p><i>For overseas entities,</i></p> <p>a) <i>The territory of incorporation</i></p> <p>b) <i>The overseas company's registered number in the Companies House register, the Tenant pursuant to the Tenant's registration under the Crime (Transparency and Enforcement) Act 2022. If the Landlord is an 'overseas entity ID number' (OEIN), provide the OEIN.</i></p> <p>c) <i>Where the entity is not registered in the Companies House register, the place of business and the registered number in the Companies House register.</i></p> <p><i>Further details on overseas entities are found in practice guide.</i></p>	<p>Landlord</p> <p><<Insert name of Landlord>></p> <p><<Insert address of Landlord>></p> <p><<Insert company number>></p> <p>Tenant</p> <p><<Insert name of Tenant>></p> <p><<Insert address of Tenant>></p> <p><<Insert company number>></p> <p>Guarantor (if any)</p> <p><<Insert name of Guarantor>></p> <p><<Insert address of Guarantor>></p> <p><<Insert company number>></p> <p>Other parties</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p><<Insert name of other party>></p> <p><<Insert address of other party>></p> <p><<Insert company number>></p>
<p>LR4. Property</p> <p><i>Insert a full description of the property being leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or a schedule in this lease which is being leased is referred to as</i></p>	<p>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.</p> <p>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 in clause <<Insert clause number>> of the lease) is to be let as a <<Insert description of use>> building (Security of tenure excluded).</p>

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

1)

LR5. Prescribed statements etc

If this lease includes a statement in clause LR5.1, insert under that sub-clause a relevant statement or refer to the relevant schedule or paragraph of a schedule to the Leasehold Reform, Housing and Urban Development Act 1993 of the Land Registration Rules 2003.

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

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

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

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LR6. Term for which the Property is let

Include only the appropriate statement (or statements completed) from the three options below.

including the commencement date>>

NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.

including the expiry date>>

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as specified in this lease at clause/paragraph << >>

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as follows:
term>>

LR7. Premium

Specify the total premium, including VAT where payable.

premium or "none">>

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LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

contains a provision that prohibits or restricts dispositions.

Do not set out here the words of the provision.

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LR9. Rights of acquisition

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

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 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 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 number entered. If you wish to use the standard form of restriction

N/A

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apply for each of them, tell us who
against which title and set out the
the restriction you are ap

Standard forms of restriction are
Schedule 4 to the Land Registr
2003.

**LR14. Declaration of trust where
more than one person comp
Tenant**

If the Tenant is one person, omit
the alternative statements.

If the Tenant is more than o
complete this clause by omitting o
inapplicable alternative statement

nt is more than one person. They are to
property on trust for themselves as joint

nt is more than one person. They are to
Property on trust for themselves as
common in equal shares.]

nt is more than one person. They are to
Property on trust <<Complete as
>>]

1. Definitions and Interpret

1.1 In this Agreement
terms shall have

text otherwise requires, the following

<p>'Accounting Date'</p>	<p>means Decem the Lar</p>	<p>service charge year ends e.g. 31 date notified to the Tenant at any time by</p>
<p>'Act of Insolvency'</p>	<p>means: (a) the or cre (b) the of a (c) the filing app adr (d) the rec gua</p>	<p>in connection with any voluntary arrangement or arrangement for the benefit of any any guarantor; for an administration order or the making relation to the Tenant or any guarantor; intention to appoint an administrator, or the described documents in connection with the administrator, or the appointment of an relation to the Tenant or any guarantor; receiver or manager or an administrative property or income of the Tenant or any</p>

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ment of a voluntary winding-up in respect of the guarantor, except a winding-up for the purpose of reconstruction of a solvent company in respect of which a declaration of solvency has been filed with the Companies Commission for Ireland;

petition for a winding-up order or a winding-up order made under the Companies Act 2014 in respect of the Tenant or any guarantor;

of the Tenant or any guarantor from the Register of Companies for the purpose of the making of an application for the Tenant or any guarantor to be struck-off;

any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or

an application for a bankruptcy order, the presentation of an application for a bankruptcy order or the making of a bankruptcy order in respect of the Tenant or any guarantor.

These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

This includes any analogous proceedings or events that may occur under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.

'Annual Rent'	rent>> per year exclusive of VAT as reviewed under the Leasehold Reform Act 1968;
'Arbitration'	under the Arbitration Act 1996 by a single arbitrator appointed by the Landlord and Tenant or in default of agreement appointed by the Chief Officer or acting Chief Officer) for the time being in office of the Institution of Chartered Surveyors on the written agreement of the Landlord or the Tenant;
'Building'	the building known as <<address of building>> with title number <<title number>> including all additions and alterations;
'Common Parts'	staircases, lift shafts, footpaths, yards, halls, passageways, fire escapes, balconies, landings [which are shown edged yellow on the plan of the Building] and any other areas in the Building which are common by the tenants and occupiers of the Building, including the common areas;
'Conduits'	for the transmission of water, gas, air, foul and surface drainage;

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electricity, oil, telephone, heating, telecommunications, communications and similar supplies or utilities;

'Energy Performance Certificate'

given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;

'Environmental Performance'

the following:
consumption of energy and associated generation of greenhouse gas emissions;
consumption of water;
pollution and management; and
any other environmental impact arising from the use or operation of the building;

'Financial Year'

between two consecutive Accounting Dates (including the first and the second) or at the end of the Term means the period commencing on the day immediately preceding the Accounting Date and ending at the end of the Accounting Date;

'Independent Expert'

an independent valuer agreed by the Landlord and Tenant or in the absence of agreement, a valuer 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;

'Initial Service Charge'

the amount of first year's service charge>> per year;

'Insurance Rent'

the amount payable to the Landlord of:

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	<p>(a) keeping in accordance with the Landlord's obligation;</p> <p>(b) insuring the Premises against fire and theft; Rent;</p> <p>(c) insuring the Premises against public liability; and</p> <p>(d) obtaining and maintaining adequate insurances for insurance purposes from time to time to cover the Premises;</p> <p>and:</p> <p>(e) the amount of any such loss shall not be deductible under any insurance policy that the Tenant may have in force; the Tenant shall incur in reinstating the Premises to the condition in which they were before the loss by an Insured Risk;</p> <p>(f) a sum of money to be paid to the Tenant if the insurers refuse to pay following a claim made by the Tenant for an Insured Risk to the Premises because of the occurrence of an Insured Risk; and</p> <p>(g) any additional costs that the Tenant may incur as a result of any alteration or improvement to the Premises or the payment of any premiums that the insurers may require for retention of any permitted use of the Premises for any lawful occupier's use of the Premises.</p>	
'Insured Risks'	means the following risks: storm, flood, overflowing, overflowing of water, aerial devices, terrorism, and each case in the UK and any other country from time to time, so far as not excluded or imposed by law;	(subterranean fire), lightning, explosion, slip, heave, earthquake, burst or rupture of any apparatus, impact by aircraft or other aerial devices, impact by vehicles, impact by dropped from them, impact by vehicles, and malicious damage to the extent, in each case available on normal commercial terms at the time the insurance is taken out, and the Landlord reasonably insures from time to time, so far as not excluded or imposed by law, excesses, limitations and exclusions.
'Interest'	means interest on outstanding payments (e.g. two years above the base rate for the time being of Barclays Bank plc or that bank ceases to exist) a reasonable sum payable by the Landlord to the Tenant;	
'Interim Sum'	means a sum of money based on the likely amount of the Service Charge for the relevant period;	account of the Service Charge for the relevant period by the Surveyor (acting as an expert) of the likely amount of the Service Charge for the relevant period;
'Landlord'	includes the Tenant;	immediate reversion to this Lease;
'Landlord's Neighbouring Property'	means land owned or occupied by the Landlord near to the Premises;	
'Letting Unit'	means any other unit of accommodation in the Building provided for a porter or	for other unit of accommodation in the accommodation provided for a porter or

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or otherwise exclusively occupied (or intended for occupation) otherwise than solely in connection with the Building or the provision of services to the

'Open Market Rent'

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ent at which the Premises as a whole might be let on the Relevant Review Date by a willing landlord to a tenant on an open market with vacant possession and without any lease for a term of years equivalent to the [Term][residue of term] at that time or (if the term then remaining is less than a term of five years] but starting on the Relevant Review Date assuming:

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the Premises are ready for immediate occupation and use and (if destroyed) are fully restored;

the Tenant has complied with the Tenant's obligations in this Lease (except to the extent that there has been a material breach of the Lease by the Landlord) the Landlord has complied with the Landlord's obligations in this Lease;

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the Premises can lawfully be let and used for the uses specified in the Lease; and

in the event of the hypothetical lease the willing tenant will accept a period of a rent-free period, rent concession or any other inducement of a length or amount that might be negotiated in the market for fitting-out purposes and that the Open Market Rent that would become payable after the end of that period or payment of that inducement;

the Lease shall otherwise contain the same terms and conditions as this Lease (including the provisions for the determination of Rent herein contained) other than:

the Annual Rent;

any period, rent concession or any other inducement granted to the Tenant in relation to the grant of this Lease;

any provision in this Lease; and

any exclusions>>

which would have any effect on rent of:

any period during which the Tenant or any lawful sub-tenant or their respective predecessors in title has been in occupation of the Premises;

any period during which the Tenant or any lawful sub-tenant or their respective predecessors in title has been in occupation of the Premises due to the carrying on there of the business of the Tenant or any lawful sub-tenant (whether by the Tenant or any lawful sub-tenant or their respective predecessors in such business);

any period during which the Tenant or any other party with a special interest in the Premises might make by reason of its occupation of the Premises;

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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;

rent attributable to works that have been carried out on the Premises or the Tenant's predecessors in title or lawful

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rent attributable to any temporary works, operations or alterations 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]

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means as offices within use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];

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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>
'Review Date'	<p>each of the years <<years>>] and "Relevant Review ed accordingly;</p>
'Service Charge'	<p>portion (calculated on a floor area basis or any other d decides from time to time)] OR [<<proportion of ant must pay>>%] of the Service Cost;</p>
'Service Cost'	<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>
'Services'	<p>provided by the Landlord as set out in Clause 4.3;</p>
'Surveyor'	<p>r or architect from time to time appointed by the</p>
'Tenant'	<p>in title and assigns;</p>
'Term'	<p>pecified in paragraph LR6 at the beginning of this</p>
'Title Matters'	<p>(if any) set out in the following documents: <<insert ecting the landlord's title to the Premises>>;</p>
'Underletting Requirements'	<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 nderlease on the basis and dates on which the o be reviewed under this Lease;</p>

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'VAT'

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

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

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

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

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 ule 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 erson 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 nder include any other gender;

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

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

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

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

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

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

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2. Demise and

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

2.2 The T

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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 and all payments on account of it (payable as
);

2.2.4 om the Tenant to the Landlord under this Lease;

2.2.5 er this Lease.

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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

(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

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

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

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

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

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



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3.1.9 the Premises which are not built upon clean and
struction.

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3.1.1 :
Premises to the Landlord in the repair and condition
s Lease;

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so requires, to remove all items the Tenant has
Premises, remove any alterations the Tenant has
Premises and make good any damage caused to
y that removal;

the Tenant's possessions from the Premises; and
to the Landlord all documents held by the Tenant
th and safety matters including (but not limited to)
ety assessments, asbestos surveys and reports,
sments and reports, and certificates relating to
as systems.

P

3.1.1 the Term, any of the Tenant's possessions remain
the Tenant fails to remove them within <<e.g. 7
uested in writing by the Landlord to do so:

may as the agent of the Tenant sell the
must indemnify the Landlord against any liability
o any third party whose possessions have been
dlord in the mistaken belief that the possessions
e Tenant; and

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

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

or its agents or Surveyor gives to the Tenant (or
Premises) notice of any repairs or maintenance
nt has failed to carry out or of any other failure by
comply with its obligations under this Lease, to
nishes and/or remedy such failure in accordance
within a period of two months from the date of the
er if required); and

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

3.1.1

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is entitled to exercise any right to enter the Premises to
inspect, contractors, agents and professional advisors,
at any reasonable time (whether or not during
business hours) and, except in the case of an emergency after
reasonable notice (which need not be in writing) to the

3.1.1

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shall be liable on demand on an indemnity basis all costs,
including proper 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

breach of the tenant covenants of this Lease;

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

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shall be liable to pay to the Landlord for consent under this Lease,
if such application is withdrawn, or consent is granted or
refused, except in cases where the Landlord is required
to give consent and the Landlord unreasonably refuses to give

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

to give and service of a schedule of dilapidations served
not more than six months after the end of the Term.

3.1.1

L

shall not use the Premises for any illegal or immoral purpose;

shall not use the Premises as sleeping accommodation or for
any other purposes;

shall not carry on at the Premises any offensive, noisy or
inconvenient trade, business, manufacture, occupation or

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shall not be a residential building (Security of tenure excluded).

3.1.1

3.1.2

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ed health and safety file upon completion of the

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

bligations in respect of the Premises:

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

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

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

any planning permissions relating to or affecting

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

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

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

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

l building (Security of tenure excluded).

3.1.2

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

must notify the Landlord; and

must help the Landlord in any way that the Landlord may require in the event that acquisition so long as the Landlord bears the Tenant's costs and it is not adverse to the Tenant's interests to do so.

3.1.2

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on:

Premises on trust for another;

allowing another to occupy the whole or any part of the

to have or share the possession or occupation of the whole or any part of the Premises;

to occupy the whole or any part of the Premises;

to occupy part only of the Premises; and

to occupy the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of giving consent require compliance with the requirements of clause 3.1.23;

to occupy part only of the Premises; and

to occupy the Premises as a whole without the prior written consent of the Landlord provided that the Landlord may as a condition of giving consent impose one or more of the requirements.

3.1.2

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The Landlord may impose in relation to an assignment of the Premises the following conditions:

The assignee is not someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of a former tenant of this Lease under an authorised assignment;

The assignee must enter into an agreement guaranteeing that the assignee will perform all the tenant's covenants in this Lease (an

in a listed building (Security of tenure excluded).

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arantee Agreement") in such form as the Landlord
y require;

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

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

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

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

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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:

the requirements of the Landlord's insurers and
omit to do anything which could invalidate any

oes or omits to do anything which increases any
mium payable by the Landlord to repay the
mium to the Landlord on demand.

3.1.2

ct of all taxable supplies made to the Tenant in
ease on the due date for making any payment or,
hich that supply is made for VAT purposes.

3.1.2

bliged, under or in connection with this Lease, to
ny other person any sum by way of a refund or
mount equal to any VAT incurred on that sum by
erson, except to the extent that the Landlord or
redit for such VAT under the Value Added Tax Act

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3.1.2

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

condition of the Premises or the Tenant's use of

the Tenant's rights; or

t of any alterations.

3.1.2

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n covered by the indemnity in clause 3.1.28, the

the Tenant of the claim as soon as reasonably r receiving notice of it;

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

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

3.1.3

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Common Parts:

ecessary steps to prevent any damage to the including (but without limitation) when bringing in oods, furniture or luggage from the Premises;

entrance, passage, staircase, lavatories and water Common Parts in a careful manner and to make ge caused by improper or careless use;

ances, passages and staircases in the Common free from obstruction at all times.

3.1.3

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

3.1.3

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and expenses referred to in this Clause 3.1.32 are gh the Service Charge, to pay on demand to the rtion (to be determined by the Landlord) of the ses properly incurred by the Landlord in insuring,

l building (Security of tenure excluded).

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maintaining, cleansing and (where appropriate) structures or other items which are used or are by the Premises in common with any other part of the Retained Property.

3.1.3 Any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other person shall be subject to the provision of a certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

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3.1.3 In addition to compulsory registration at the Land Registry, the Tenant shall be required to apply to the Land Registry to register the Lease and once the registration has been completed to deliver to the Landlord the relevant titles to the Landlord.

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3.1.3 The Tenant shall be required to deliver to the Landlord the original of this Lease together with any documents as the Landlord reasonably requires to close the Lease and to remove entries in relation to it noted against the relevant title.

3.1.3 If any guarantor of the Tenant's obligations under this Lease is insolvent and if the Landlord so requires to procure a replacement guarantor acceptable to the Landlord enters into a deed of guarantee with the Landlord in the same terms as the original guarantor.

4. Landlord's

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4.1 The Landlord shall warrant to the Tenant:

4.1.1 The Landlord shall warrant to the Tenant that it is not paying the rents and other sums due and that it is not liable for any obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord which is not permitted by the Lease.

4.1.2 The Landlord shall be required to insure (other than any plate glass in the Building) against the Insured Risks for the full reinstatement cost including any fees and incidental expenses, debris removal, site clearance and any recoverable VAT, provided that the obligation to insure shall be subject to the terms of any policy available in the London insurance market on terms acceptable to the Landlord; and

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The Landlord shall be required to insure (other than any plate glass in the Building) against the Insured Risks for the full reinstatement cost including any fees and incidental expenses, debris removal, site clearance and any recoverable VAT, provided that the obligation to insure shall be subject to the terms of any policy available in the London insurance market on terms acceptable to the Landlord; and

The Landlord shall be required to insure (other than any plate glass in the Building) against the Insured Risks for the full reinstatement cost including any fees and incidental expenses, debris removal, site clearance and any recoverable VAT, provided that the obligation to insure shall be subject to the terms of any policy available in the London insurance market on terms acceptable to the Landlord; and

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4.1.3 The Landlord shall be required to obtain all necessary planning and other consents, to use the Premises for the purposes of the Lease and to repair the Premises (other than for loss of rent) to repair the Premises.

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money has been received or (as the case may be) ... The Landlord shall not be obliged to:

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

ld if the Tenant has failed to pay any of the ... ; or

d the Premises after a notice has been served ... use 4.2.

4.2 If, following the termination of the Lease, the Landlord proceeds to the reconstruction of the Premises, the Landlord considers that it is not reasonable to reinstate the Premises, the Landlord may give 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 insurance (other than any insurance for plate glass) shall belong to the Tenant.

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struction of the Premises, the Landlord considers that it is not reasonable to reinstate the Premises, the Landlord may give 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 insurance (other than any insurance for plate glass) shall belong to the Tenant.

4.3 The Landlord shall use reasonable endeavours to provide the following services:

asonable endeavours to provide the following

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ance and decoration of the Retained Property;

ing and lighting of the Retained Property;

(including planting) of all (if any) open and ... as within the Retained Property;

ecessary of the external windows in the Common ... nings at intervals in the Landlord's reasonable ... external surface of all exterior windows of the

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air, replacement and servicing of any lavatory ... n, lifts, plant, machinery, lighting, equipment and ... tilation apparatus from time to time within the ... erty;

adequate facilities for the storage of refuse ... ne Premises and its removal if not effected by the

equate hot water for central heating and a supply ... water to the lavatories in the Building;

parking and cycle parking on those areas of the ... erty used for car parking and cycle parking;

outgoings, costs and expenses in respect of the ... erty and not being outgoing, costs and expenses ... tenant or any other tenant or occupier is directly

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or contesting any legal obligation relating or
to the Retained Property and for which any
directly liable;

aintenance, repair and renewal of any fire alarm
firefighting and detection equipment in or on the
erty and all works necessary to comply with all
ons of the appropriate authority in relation to fire
d any requirements of the insurers;

aintenance, repair and renewal of any equipment
s, gates, barriers, traffic management systems,
illiance, fencing, lighting and security services for
he Retained Property;

s of any other services to be provided by the

ervices as the Landlord may from time to time
nably necessary in the interests of good estate
nd/or preserving the amenities of the Retained
mprove energy management.

5. Provisos and

5.1 The p

5.1.1

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

5.1.2

this Lease; or

5.1.3

evency

the L
and c
availa

e Premises (or any part of them) at any time after
ill end (but this will not affect any right or remedy

5.2 If the
for o
insur
of the
from
Prem
short

or destroyed by any Insured Risk so as to be unfit
the insurance is not vitiated or payment of the
holly or in part through any act, neglect or default
t or a fair proportion of it will cease to be payable
estruction for a period of three years or until the
cupation or use by the Tenant, whichever is the

5.3 Noth
relea
which

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

5.4 The p

on who is not a party to this Lease has no right

arising
enforce

Contracts (Rights of Third Parties) Act 1999 to
enforce.

5.5 The
consent
for any

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

5.6 The
any re

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

6. Notices

6.1 Any
sent
or left
in the
by giving

connection with this Lease must be in writing and
sent by first class post or special delivery to or otherwise delivered to
the recipient under clause 6.2 or to any other address
if the recipient has specified as its address for service
under clause 6.2. A 'working days' notice under this clause 6.

6.2 A notice

6.2.1

and liability partnership registered in the United
Kingdom shall be served at its registered office;

6.2.2

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

6.2.3

served:

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

the Tenant, at the Premises;

any guarantor, at the address of that party set out in
the deed or document under which they gave the guarantee; and

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

6.3 Any
date
time

shall be served as served on the second working day after the
date of the notice by first class post or special delivery or at the
address set out in paragraph 6.2.1 or left at the recipient's address if delivered to or

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left a

6.4 If a n
on a
follow

on a day that is not a working day or after 5:00PM
created as served at 9:00AM on the immediately

6.5 Servi

mail is not a valid form of service under this Lease.

7. **[Termination**

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7.1 The l
giving
month

this Lease at any time [after <<insert date>>] by
than <<notice period to terminate lease e.g. 3 or 6
take effect at any time.

7.2 If the
for an

Clause 7, this will not affect the rights of any party
igation in this Lease.

7.3 The l
period

the Tenant all payments of Rent that relate to a
of this Lease.]

8. **[Termination**

M

8.1 The
giving
6 months

this Lease at any time [after <<insert date>>] by
than <<notice period to terminate lease e.g. 3 or
to take effect at any time.

8.2 This
Tenant
up to

ate following a notice given by the Tenant if the
ent due up to the date of determination and gives
s and leaves behind no continuing underleases.

8.3 [The
LR3
assign
exist.

e 8 is personal to the Tenant named in paragraph
lease and will end on the date of the first deed of
Lease or on the date when that Tenant ceases to

8.4 If the
for an

Clause 8, this will not affect the rights of any party
igation in this Lease.

8.5 The l
period

the Tenant all payments of Rent that relate to a
of this Lease.]

9. **Exclusion of**

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9.1 The
before
serve
Refor

re the grant of this Lease (or as the case may be
actually bound to enter into this Lease) the Landlord
in the form set out in schedule 1 to the Regulatory
(England and Wales) Order 2003.

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

9.3 The Guarantor (if applicable, the person who made the declaration on the Tenant's behalf) made the declaration with the Tenant's authority.

9.4 The Landlord and the Tenant agree pursuant to section 38A(1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995) in relation to the tenancy created by this Lease.

9.5 The Landlord and the Tenant confirm that there is no agreement to which the Tenant is a party.

9.6 [The Guarantor] (if applicable) before the grant of this Lease (or as the case may be, if the Guarantor is contractually bound to enter into this Lease) the Guarantor a notice in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.

9.7 The Guarantor (if applicable) they made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of the Landlord and Tenant (Covenants) (England and Wales) Order 2003.

9.8 The Guarantor (if applicable, the person who made the declaration on the Guarantor's behalf) made the declaration with the Guarantor's authority.

10. **Guarantor's**

10.1 The Guarantor

10.1.1 The Guarantor shall indemnify the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall indemnify the Landlord and comply with those obligations;

10.1.2 The Guarantor shall indemnify the Landlord as primary obligor, and separate to the obligations set out in clause 10.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant (including the Tenant's failure to pay the rents or comply with the Tenant's covenants and obligations set out in the supplemental documents to this Lease); and

10.1.3 The Guarantor shall indemnify the Landlord as primary obligor to indemnify the Guarantor against all losses, costs, damages and expenses caused to the Guarantor by the Tenant (including the Tenant's failure to pay the rents or comply with the Tenant's covenants and obligations set out in the supplemental documents to this Lease); and

10.2 If the Guarantor (if applicable) in the exercise of its discretion notifies the Guarantor within three months of the date of the disclaimer or forfeiture of this Lease or the Tenant's failure to pay the rents or comply with the Tenant's covenants and obligations set out in the supplemental documents to this Lease, the Guarantor must, within ten days of the date of the notification, exercise its option either:

10.2.1 to purchase the Premises at a price equal to the market value of the Premises (including payment of the Landlord's costs) less the amount of the Tenant's liability to the Landlord under this Lease of the Premises;

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ng and taking effect on the date of the disclaimer
this Lease or the Tenant being struck off the
panies and ending on the date when this Lease
ded if the disclaimer, forfeiture or striking-off had

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ent and other sums payable at the date of the
claimer or which would be payable save for any
n;

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nt review date on the term commencement date
se if there is a rent review under this Lease that
at term commencement date that has not been
with the rent being reviewed as at the date of the
review);

review dates on each Rent Review Date under
falls on or after the term commencement date of
and

the same terms and conditions as this Lease; or

10.2.

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

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10.3 If cla
inder

guarantor must pay the Landlord's costs (on a full
in respect of the grant of the lease.

10.4 If cla
relea
will n

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

10.5 The C

ot be reduced or discharged by:

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any reason to enforce in full, or any delay in
, any right against, or any concession allowed to
ny third party;

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exercising any right or remedy against the Tenant
to pay the rents due under this Lease or observe
venants under this Lease;

the Landlord to accept any rent or other payment
Lease;

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of this Lease (except that a surrender of part will not affect the Landlord's future liability in respect of the surrendered part);

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set-off or counterclaim that the Tenant or the Guarantor may have;

incapacity, disability or change in the constitution or death of the Tenant, the Guarantor or of any other person who is bound by this Lease;

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reassignment or merger by any party with any other person, or the acquisition of the whole or any part of the property by any party or the taking of any part of the property by any other person;

the occurrence in relation to the Guarantor of an Act of Insolvency or a winding-up order;

other than a release by the Landlord by deed.

10.6 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.

10.7 The Guarantor shall be released from its future obligations under this Lease at the end of the term of this Lease expires;

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the Tenant is released from the tenant covenants in this Lease pursuant to the Landlord and Tenant Act 1995; or

the Landlord releases the Guarantor in accordance with clause 10.7 of this Lease].

11. **Service Charge**

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

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

11.2 The account prepared pursuant to Clause 12.1 will be certified by the [Landlord] and the [Surveyor] and shall be conclusive evidence of all matters of fact and law in relation to the Service Charge.

The account prepared pursuant to Clause 12.1 will be certified by the [Landlord] and the [Surveyor] and shall be conclusive evidence of all matters of fact and law in relation to the Service Charge.

11.3 For the purposes of this clause, the Landlord shall be deemed to have complied with its obligations under this clause if it has taken all reasonable steps to comply with its obligations under this clause.

For the purposes of this clause, the Landlord shall be deemed to have complied with its obligations under this clause if it has taken all reasonable steps to comply with its obligations under this clause.

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11.3. to the Tenant an estimate of the Service Cost for
more (or as soon as practicable after the start of)
ing with appropriate explanatory commentary and
chedule showing the allocation of the Service Costs
of the Building; and

11.3. Interim Sum by equal payments in advance on

11.4 For t day of the Term to the first Accounting Date the
Tena ord the Initial Service Charge, the first payment
(bein for the period from and including the first day of the
Term before the next Rent Day) to be paid on the date
of thi payments to be made in advance on each of the
Rent e first Accounting Date.

11.5 If the Financial Year:

11.5. um for that Financial Year, the excess is due to
nd;

11.5. Sum for that Financial Year, the overpayment will
ant against the next quarterly payment on account

11.6 12.6 include in any account for a Financial Year a sum
expe d during that Financial Year, the Landlord may
inclu of the liability in an account for a subsequent
Finar

11.7 If the of enjoying the benefit of any of the Services
chan nently the percentage referred to in the definition
of 'Se ase will be varied in accordance with Clause 12.8
with e g Date following the change.

11.8 The Clause 12.7 will be by agreement between the
Land ailing agreement will be such reasonable variation
reflec rmined by the Surveyor (acting as an expert).

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 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 d and delivered on the day on which it has been
dated

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[Execution clauses

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

<<Affix seal here>>

Director

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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]

M

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 C

Address _____

P

OR (execution cla... n individual)

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

Signature:

Signature of witness

Name (in BLOCK C

Address _____

L

E

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[Execution clauses]

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

<<Affix seal here>>

A

Director

Director/Secretary

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

M

OR (alternative completion)

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

Signature: _____

Director

P

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for individual)

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

Signature: _____

Signature of witness _____

Name (in BLOCK CAPITALS) _____

L

E

Address _____

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for an individual)

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

Signature: _____

Signature of witness

Name (in BLOCK CAPITALS)

S

A

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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, water, electricity, steam, air conditioning, air, foul and surface water drainage, electricity, gas, communications, internet, data communications and similar services to the Premises.
2. The right to use and maintain the Premises from the Building.
3. The right in and to the Premises and all others authorised by the Landlord and the Tenant to:
 - a) use such services as are necessary to obtain access to and egress from the Premises;
 - b) use such services as are necessary to obtain access to and egress from the Premises and to use male lavatories and water closets in the Common Parts of the Building (to be allocated by the Landlord for the use of the Tenant in common);
 - c) use footpaths and passages leading to and from the Premises, including maintaining access on foot only to and egress from the Premises, courtyards and emergency escapes within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - d) use footpaths and passages leading to and from the Premises, including maintaining access to and egress from the Building with access to and from the roads within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - e) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in clause 3, the Tenant's right of occupation under this Lease does not include any right over the Landlord's Neighbouring Property under section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1868) 15 Q.B. 137.]

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Rights Reserved to the Landlord

1. The right to... s, air, foul and surface water drainage, electricity, gas, oil, telephon... ations, internet, data communications and similar supplies or... remainder of the Building and any adjoining or neighbouring... onduits at the Premises.
2. The right to...
 - a) review... nmental Performance of the Premises including to instal... equipment within or relating to the Premises and to pre...
 - b) estim... rebuilding cost of the Premises for insurance or any o...
3. If the relevan... ably carried out without entry onto the Premises, the right to e...
 - a) build... or party walls on or adjacent to the Premises; and
 - b) inspe... te, rebuild or carry out other works upon any adjoin... the Landlord.
4. [Where the T... cretion) consents, the right to enter the Premises to carry out a... s to improve their Environmental Performance.]
5. The right to e... anything that the Landlord is expressly entitled or required to o... or any other reasonable purposes in connection with this Lea... dlord must:
 - a) give... working days' prior notice (except in the case of emer... d must give as much notice as may be reasonably pract...
 - b) obse... nents (but where that includes being accompanied by th... ve the Tenant must make that representative availa...
 - c) obse... s to the Landlord's entry set out in this Lease;
 - d) caus... the Tenant's business as reasonably practicable;
 - e) caus... e as reasonably practicable;
 - f) repai... hat the Landlord causes as soon as reasonably pract...
 - g) when... orks, obtain the Tenant's approval to the location, meth... other material matters relating to the preparation for, a... ks;
 - h) rema... no longer than is reasonably necessary; and
 - i) when... exercise any rights outside the normal business hours

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6. In an emergency, the Landlord may restrict access to the Premises if alternative facilities are being carried out to them, the right to close off or so long as (except in an emergency) alternative facilities are materially less convenient.

7. The right to alter or reduce the extent of any Common Parts or Conduits so

a) alternative facilities are provided that are not materially less convenient; or

b) if no alternative facilities are provided, 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 intended purposes.

9. 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 think fit, provided that these works do not interfere with the flow of light and air to the Premises and that the Landlord connects up the Premises in connection with those works to underpin and shore up the Premises:

a) giving notice of the works to be carried out;

b) consulting the Tenant in connection with the management of potential interference;

c) taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;

d) taking steps to ensure that the works comply with all relevant standards of construction and workmanship;

e) taking steps to reduce any interference to the Premises by noise, dust or vibration, and taking into consideration the Tenant's suggestions for limiting such interference;

f) making good any damage to the Premises or its contents.

10. The right, with the consent of the Landlord, to place scaffolding on the Premises in connection with the exercise of its rights under this Lease provided that:

a) any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;

b) the scaffolding is removed as soon as is reasonably practicable to the extent that it is not necessary for the entrance to the Premises;

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 obscured by the scaffolding) unless the Tenant has given its consent in writing;

d) if the entrance to the Premises is obstructed or interfered with by the scaffolding, 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.

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11. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever on the Tenant.
12. The right to separate the Premises from the remainder of the Building from the Premises.
13. All rights of reservation that now exist or that might (but for this reservation) exist in or over the land.

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ule – Regulations

- 1. Not without written consent to keep any inflammable, volatile, dangerous or flammable substances on the Premises.
- 2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary information to the reasonable satisfaction of the Landlord that the alterations are necessary for the Tenant's business and will be kept in accordance with the requirements.
- 3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the requirements of Asbestos Regulations 2012 at the Premises.
- 4. Not to obstruct access to or from the Premises or to encroach on the Landlord's Neighbouring Property.
- 5. No vehicles or trailers shall be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purposes of the delivery of goods or supplies and no vehicles may remain overnight.
- 6. No mat, brush, rubbish or refuse shall be taken outside the Premises nor shall anything be deposited on the street.
- 7. Not to place any refuse or inflammable waste or refuse in the bins but to dispose of such waste in accordance with the requirements of the byelaws and in consultation with the Local Authority.
- 8. Not to overload the Premises with furniture or other chattels nor any machinery or equipment at any time when not being used for the purpose of serving the Premises.
- 9. No blind shades or awnings shall be attached to the windows of the Premises without the previous written approval of the Landlord in the form of a plan and type.
- 10. Not to place any signs or notices on the Premises or otherwise in the Building (other than within the Building) without the previous written approval of the Landlord in the form of a plan and type.

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Rent Review Provisions

1. The Annual Rent payable in 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 in accordance with the provisions of this Schedule.
2. The Landlord and the Tenant shall agree the amount of the Open Market Rent before each Review Date. If for any reason (other than the fact that the Open Market Rent has been uncorrected) 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 that the determination of the Open Market Rent be referred to an Independent Expert and the other party shall so agree the determination of the Open Market Rent will instead be determined in accordance with the provisions of this Schedule.
3. The Independent Expert shall be appointed in accordance with the provisions of this Schedule.
 - 3.1 The Independent Expert shall act as an arbitrator;
 - 3.2 The Independent Expert shall invite the Tenant to submit to him a proposal for the Open Market Rent together with supporting documentation;
 - 3.3 The Independent Expert shall give the Tenant an opportunity to make counter submissions; and
 - 3.4 The Independent Expert shall give his decisions, which will be binding on the parties.
4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in equal shares. In the event that the Independent Expert shall determine or in the event that the Independent Expert is given equally between the Landlord and the Tenant.
5. If the Open Market Rent is not ascertained by any Relevant Review Date:
 - 5.1 the Tenant shall continue to pay to the Landlord until the date when the Open Market Rent has been ascertained the Annual Rent at the yearly rate payable for the period immediately before the Relevant Review Date;
 - 5.2 upon the date when the Open Market Rent is ascertained the Annual Rent actually payable from such Relevant Review Date shall be the greater of the Annual Rent actually paid and the amount that would have been payable had the Open Market Rent been ascertained before the Relevant Review Date;
 - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date when the Open Market Rent is ascertained a sum equal to the difference between the base rate of Barclays Bank plc calculated on a daily basis and the rate of interest of that difference from the date on which each instalment of the Annual Rent is payable to the date of payment. If not paid those sums shall be payable as interest in arrear.
6. When the Open Market Rent is ascertained pursuant to the provisions of this Schedule, the Landlord and the Tenant shall complete a memorandum (in duplicate) of the yearly amount of the Open Market Rent under this Lease from the Relevant Review Date and the memorandum shall be signed by or on behalf of the Landlord and the Tenant respectively.
7. Time is not of the essence of the taking of any steps under this Schedule.

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