

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <i>a) The territory of incorporation</i> <i>b) The overseas company's registered office in the Companies House register</i> <i>the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2018 (Act 2022). If the Landlord is an 'overseas entity ID number'</i> <i>c) 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> <i>Further details on overseas entities can be found in practice guide</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is registered</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>> which is on the <<Insert floor number(s)>> floor of the Building (as defined

<p>Where there is a letting of part of the property, a plan must be attached to the lease showing the boundaries and any floor levels must be specified.</p>	<p>1)</p>
<p>LR5. Prescribed statements etc</p> <p>If this lease includes a statement in LR5.1, insert under that sub-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant Rules 2003.</p> <p>This lease is made under, or by virtue of, provisions of:</p> <p>Leasehold Reform Act 1967</p> <p>Leasehold Reform Act 1985</p> <p>Leasehold Reform Act 1988</p> <p>Leasehold Reform Act 1996</p>
<p>LR6. Term for which the Property is let</p> <p>Include only the appropriate statement(s) (if completed) from the three options below.</p> <p>NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant Registration Rules 2003.</p>	<p>including commencement date>></p> <p>including expiry date>></p> <p>as specified in this lease at clause/paragraph << >></p> <p>as follows: term>></p>
<p>LR7. Premium</p> <p>Specify the total premium, including VAT where payable.</p>	<p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the words of the provision.</p>	<p>contains a provision that prohibits or restricts dispositions.</p>

SAMPLE

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 restriction

Set out the full text of the restriction and the title entered. If you wish to use the standard form of restriction

N/A

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apply for each of them
against which title and
the restriction you

Standard forms of re
Schedule 4 to the L
2003.

**LR14. Declaration of
more than one pe
Tenant**

*If the Tenant is one p
the alternative statem*

*If the Tenant is m
complete this clause b
inapplicable alternativ*

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[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

OR

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

OR

[The Tenant is more than one person. They are to hold the Property on trust <<Complete as necessary>>]

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1. Definitions

1.1 In this
terms

ere the context otherwise requires, the following meanings;

‘Act of Insolvency’

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

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

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

t of a receiver or manager or an administrative
on to any property or income of the Tenant or any

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ment of a voluntary winding-up in respect of the
guarantor, except a winding-up for the purpose of
r reconstruction of a solvent company in respect of
y declaration of solvency has been filed with the
panies;

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	<p>(f) the making of a petition for a winding-up order in respect of the Tenant or any guarantor;</p> <p>(g) the striking-off of the Tenant from the Register of Companies or the making of an order for the Tenant or any guarantor to be struck-off;</p> <p>(h) the Tenant or any guarantor ceasing to be incorporated in England and Wales (but excluding any order for the striking-off of the Tenant or any guarantor from the Register of Companies);</p> <p>(i) the making of an application for 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 1994/2421) (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 Act 2000 (as amended).</p> <p>Act of Insolvency includes any and all proceedings that may be taken pursuant to the legislative provisions of any jurisdiction in relation to a tenant or guarantor incorporated in or subject to such relevant jurisdiction;</p>	<p>winding-up order</p> <p>the Register of Companies or the making of an order for the Tenant or any guarantor to be struck-off;</p> <p>(but excluding any order for the striking-off of the Tenant or any guarantor from the Register of Companies);</p> <p>the presentation of a petition for a bankruptcy order against the Tenant or any guarantor;</p> <p>partnership or limited liability partnership (as defined in the Partnerships Act 1907 respectively to in the Insolvent Partnerships Order 1994/2421) (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 Act 2000 (as amended).</p> <p>events that may be taken pursuant to the legislative provisions of any jurisdiction in relation to a tenant or guarantor incorporated in or subject to such relevant jurisdiction;</p>
‘Annual Rent’	means £<<annual rent>> per year payable under the Fourth Schedule;	reviewed under
‘Arbitration’	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 or arbitrators appointed by the President (or the Chief Officer) for the time being of the Royal Institution of Chartered Surveyors on the written application of the Landlord or the Tenant;
‘Building’	means the land and building known as <<insert title number>> together with any improvements;	<<insert title number>> with title number <<insert title number>> together with any improvements and additions and alterations;
‘Common Parts’	means all roads, footpaths, yards, staircases, lifts and landings [which are shown on the plan attached to this Lease] and any other parts of the Building provided for use in common by the Tenant and the Landlord and visitors;	fire escapes, staircases, lifts and landings shown on the plan attached to this Lease which are provided for use in common by the Tenant and the Landlord and visitors of the Building,
‘Conduits’	means any media for the transmission of water, gas, electricity, oil, telecommunications, data communications and other services;	subterranean and surface conduits for the transmission of water, gas, electricity, oil, telecommunications, data communications and other services;
‘Energy Performance Certificate’	has the meaning given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;	Energy Performance of Buildings Regulations 2012;

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‘Environmental Performance’	the following: tion of energy and associated generation of s emissions; on of water; on and management; and onmental impact arising from the use or operation of
‘Independent Expert’	ent valuer agreed by the Landlord and Tenant or in t nominated by the President (or the Chief Officer or r) for the time being of the Royal Institution of s at the written request of the Landlord or the Tenant;
‘Insurance Rent’	the Landlord of: nises insured in accordance with the Landlord’s s Lease; loss of Annual Rent; public or third party liability; and ons of the Premises for insurance purposes from y excess or deductible under any insurance policy d incurs or will incur in reinstating the Premises ction or damage by an Insured Risk; ne amount that the insurers refuse to pay following uction by an Insured Risk to the Premises because ct or failure to act; and increased premiums that the insurers may require carrying out or retention of any permitted e Tenant’s or any lawful occupier’s use of the re (including subterranean fire), lightning, explosion, sidence, landslip, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other any articles dropped from them, impact by vehicles, commotion and malicious damage to the extent, in er is generally available on normal commercial terms market at the time the insurance is taken out, and nst which the Landlord reasonably insures from time l cases to any excesses, limitations and exclusions ers; e rate of <<rate of interest on outstanding payments
‘Insured Risks’	
‘Interest’	

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per year above the base rate for the time being of
or (if base rate or that bank ceases to exist) a
nt rate notified by the Landlord to the Tenant;

‘Landlord’

entitled to the immediate reversion to this Lease;

**‘Landlord’s
Neighbouring
Property’**

dings owned by the Landlord near to the Premises;

‘Letting Unit’

office suite or other unit of accommodation in the
n any accommodation provided for a porter or
t or otherwise exclusively occupied (or intended for
occupation) otherwise than solely in connection with
f the Building or the provision of services to the

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	means as offices within use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];
‘Premises’	<p>described in paragraph LR4 at the beginning of this</p> <p>er, tile and other surface finishes and internal walls in or bounding the Premises and all</p> <p>doors and windows including the glass, the frames</p> <p>structural walls and partitions lying within the</p> <p>tered coverings or other surface finishes of the underside of the joists or other structures to which are fixed, including for the avoidance of doubt the tiles which shall comprise the ceiling tiles and the suspension system;</p> <p>and other surfaces of the floors down to the upper joists or structures to which the floors are fixed;</p> <p>including only the Premises including the guard rails of</p> <p>which serve the Premises exclusively;</p> <p>, mechanical and water and sanitary apparatus exclusively to the Premises and all other fixtures and fittings (other than tenant’s fixtures and fittings) not</p> <p>not include:-</p> <p>building (other than any matters expressly included above the underside of the joists or structures to which are fixed or below the upper surfaces of the joists or structures to which the floors are fixed including the floor slab the concrete floor slab of the balcony (if any);</p> <p>timbers and joists and other load bearing parts of any of the external or structural walls or load bearing parts of the building except those surface finishes and coverings of the walls and doors expressly included above;</p> <p>in the Building which do not serve the Premises</p>
‘Rent’	reserved as rent by this Lease;
‘Rent Commencement Date’	which rent is first to be paid>>;
‘Rent Days’	24 June, 29 September and 25 December] in each

S A M P L E

'Retained Property'	<p>the Building which are not Letting Units including (but not limited to) the following parts;</p> <p>the structure, walls, foundations and roofs which are the Premises and would not be included in the other parts of the Building if they were let on the same basis as the Premises;</p>
'Review Date'	<p>each of the years <<years>>] and "Relevant Review Date" shall be determined accordingly;</p>
'Service Charge'	<p>proportion (calculated on a floor area basis or any other basis which the Landlord decides from time to time) OR [<<proportion of the expenses or costs incurred by the Tenant must pay>>%] of the expenses or costs incurred by the Landlord in complying with its covenant in Clause 4.3 and in carrying out any works which the Landlord reasonably considers necessary in connection with the estate management;</p>
'Surveyor'	<p>the Surveyor or architect from time to time appointed by the Landlord;</p>
'Tenant'	<p>the Tenant in title and assigns;</p>
'Term'	<p>the term specified in paragraph LR6 at the beginning of this Lease or the term of extension or continuation of it or period of holding over;</p>
'Title Matters'	<p>the documents (if any) set out in the following documents: <<insert details of documents affecting the landlord's title to the Premises>>;</p>
'Underletting Requirements'	<p>The Lease is at a rent not less than the then open market rent for the Premises, payable in advance on the Rent Days;</p> <p>The Lease excludes sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954;</p> <p>The Lease is not granted for a fine or premium or a reverse premium;</p> <p>The Lease does not give the undertenant a rent free period (other than such as is reasonable to allow for any fitting out);</p> <p>The Lease contains provisions for change of use and assignment corresponding to those in this Lease;</p> <p>The Lease contains provisions for review of the rent payable by the undertenant on the basis and dates on which the rent is to be reviewed under this Lease;</p>

	<p>(g) that the underlease contains no provision for any other dealings with the underlease or charge of the whole and the part of the Landlord;</p> <p>(h) that the Landlord shall receive from the undertenant to observe and perform the covenants in the underlease;</p> <p>(i) that the underlease contains no provision for the undertenant to pay as additional rent the whole or part of the sums, excluding the Annual Rent, payable under this Lease; and</p> <p>(j) that the underlease contains no provision for the undertenant to pay a reasonable having regard to the nature of the proposed Underlease;</p>	<p>positions of or on an assignment or sub-assignment of the ten consent</p> <p>the covenants in the underlease;</p> <p>undertenant to pay as additional rent the whole or part of the sums, excluding the Annual Rent, payable under this Lease; and</p> <p>are the nature of the proposed Underlease;</p>
'VAT'	means the tax as constituted by the Value Added Tax Act 1994 (and other monies payable by the Tenant are excluded from chargeable).	

- 1.2 Unless the context otherwise requires, each of the following shall have the meaning ascribed to it in this Agreement to:
- 1.2.1 "writing" or "written" includes fax but excludes email;
- 1.2.2 a "working day" is a reference to any day other than a Saturday, Sunday or a bank or public holiday in England or Wales;
- 1.2.3 a statute or a provision of a statute or a regulation or a provision as amended or re-enacted;
- 1.2.4 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented;
- 1.2.5 a Schedule is a schedule to this Agreement;
- 1.2.6 a clause or paragraph is a reference to a clause or paragraph of this Agreement (other than the Schedules) or a paragraph of a Schedule.
- 1.3 In this Agreement:
- 1.3.1 any reference to a person includes a company, whether or not incorporated or unincorporated body (whether or not a legal person);
- 1.3.2 words importing the singular number include the plural and vice versa;
- 1.3.3 words importing any gender include the other gender;
- 1.3.4 references to the end of the Term include the date of termination of the Term otherwise than by effluxion of time;
- 1.3.5 any covenant by the Tenant not to do anything includes an obligation not to permit or suffer such thing to be done;
- 1.3.6 references to the act, neglect or default of any occupier of the Premises include the act, neglect or default of any occupier of the Premises and its respective servants and agents;
- 1.3.7 the clause headings do not form part of the Agreement and shall not be taken into account in its construction.

- 1.3.8 The Lease shall include any document supplemental or added into pursuant to its terms.
- 1.4 The Lease and its contents are for convenience only and shall not affect its interpretation.
2. **Demise and Description of Premises**
- 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 (including the Right of Way) reserving for the benefit of the Landlord's 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, the first of which shall be made on the date of this Lease for the period commencing on the Commencement Date and ending on the day of the next Rent Day;
- 2.2.2 To time the Insurance Rent;
- 2.2.3 To time the Service Charge;
- 2.2.4 All other sums payable from the Tenant to the Landlord under this Lease;
- 2.2.5 All other sums payable by the Tenant under this Lease.
3. **Tenant's Covenants**
- 3.1 The Tenant shall covenants with the Landlord:
- 3.1.1 To 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 To pay the Rent to the Landlord if 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 much 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 payable and refused from the due date until the date on which the Rent is paid.
- 3.1.3 To indemnify the Landlord against all existing and future rates, taxes, levies, and financial impositions charged on the Tenant or the Premises (including VAT) on the Rent payable; and
- 3.1.4 To indemnify the Landlord against all charges incurred relating to the Premises (including but not limited to water and surface water drainage, electricity, oil, gas, heating, telecommunications, internet, data communications and other utilities supplied to the Premises (including all meter rents)).

- 3.1.5 ...ing 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
not where damage results from any of the risks
Landlord has insured under Clause 4.1.2 unless
insurance money is refused by reason of any act,
the 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 ... the parts (if any) and the inside of the Premises as
y necessary and also in the last three months
Term. Any changes in the external colour scheme
by the Landlord. All decoration must be carried
per manner using good quality materials that are
remises and include all appropriate preparatory
- 3.1.9 ... the Premises which are not built upon clean and
struction.
- 3.1.10 ... :
- ...remises to the Landlord in the repair and condition
s Lease;
- ...so requires, to remove all items the Tenant has
remises, remove any alterations the Tenant has
remises 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.
- 3.1.11 ... 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
- ...must pay to the Tenant the sale proceeds after
costs of transportation, storage and sale incurred
l.
- 3.1.12 ... at all reasonable times on reasonable prior notice
to enter and inspect the Premises and:

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

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

3.1.1

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The Tenant shall be allowed to exercise any right to enter the Premises to inspect, measure, test, investigate, photograph, film, record, or otherwise to exercise any right to enter the Premises to carry out any works, contractors, agents and professional advisors, and to permit them to do so at any reasonable time (whether or not during business hours) and, except in the case of an emergency after giving 24 hours' notice (which need not be in writing) to the Landlord.

3.1.1

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The Tenant shall be liable on demand on an indemnity basis all costs, including legal costs and Surveyor's fees (including all legal costs and Surveyor's fees) properly incurred by the Landlord (or which would be payable by the Landlord) in connection with or in consequence of the Tenant's breach of any of the tenant covenants of this Lease;

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

The Tenant shall be liable for the Tenant's obligations for consent under this Lease, including the obligation to give notice and service of a notice under section 146 of the Landlord and Tenant Act 1925, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent.

The Tenant shall be liable for the Tenant's obligations for works to the Premises to improve their condition and for the Tenant's Performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

The Tenant shall be liable for the Tenant's obligations for notice and service of a schedule of dilapidations served on the Tenant within 6 months after the end of the Term.

3.1.1

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

The Tenant shall not use the Premises as sleeping accommodation or for any other purpose;

The Tenant shall not carry on at the Premises any offensive, noisy or otherwise objectionable trade, business, manufacture, occupation or activity;

The Tenant shall use the Premises only for the Permitted Use [and only between the hours of 8AM and 6PM Mondays to Fridays (and not on Saturdays or public holidays)].

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3.1.1

3.1.1

3.1.1

3.1.1

3.1.2

Obligations in respect of the Premises:

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

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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

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

any planning permissions relating to or affecting

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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
only client for the purposes of the Regulations, to
lord a copy of the election and to fulfil the
he client;

remises equipped with all fire prevention detection
equipment which is required by law or by the insurers
s or reasonably required by the Landlord and to
equipment 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.

3.1.2

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

st notify the Landlord; and

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

3.1.2

on:

Premises on trust for another;

another to occupy the whole or any part of the

n or share the possession or occupation of the
art of the Premises;

he whole or any part of the Premises;

art only of the Premises; and

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

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part only of the Premises; and

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

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 enters into an agreement guaranteeing that the assignee will perform all the tenant's covenants in this Lease (an "Assignment Guarantee Agreement") in such form as the Landlord may reasonably require;

The assignee is in the Landlord's reasonable opinion of sufficient financial standing to enable it to comply with the covenants and conditions contained in this Lease;

The assignee provides a deed of standing acceptable to the Landlord acting as a guarantor and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

The assignee enters into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing for the deposit of not less than <<e.g. six>> months' Annual Rent (calculated as at the date of the assignment) as a security for the assignee's performance of the tenant's covenants in this Lease with a charge over the deposit; and

The assignee pays all arrears of the Annual Rent or any other sums due under this Lease and that any material breach of covenant by the Tenant has been remedied.

3.1.2 The Landlord reserves the right at any time during the Term to enter the Premises to view a suitable part of the Premises a notice for re-letting and to show the Premises to potential tenants and buyers to view the Premises (accompanied by the Landlord or its agents).

3.1.2 The Tenant shall:

comply with the requirements of the Landlord's insurers and shall not do anything which could invalidate any insurance policy;

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

3.1.2 The Tenant shall pay the cost of all taxable supplies made to the Tenant in this Lease on the due date for making any payment or, if the supply is made for VAT purposes, on the date on which that supply is made for VAT purposes.

3.1.2 The Tenant shall be obliged, under or in connection with this Lease, to reimburse any other person any sum by way of a refund or

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amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or Tenant is entitled to a credit for such VAT under the Value Added Tax Act 1990.

3.1.2

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

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

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

(c) the carrying out of any alterations.

3.1.2

The Landlord shall be covered by the indemnity in clause 3.1.28, the

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Landlord shall indemnify the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

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

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

3.1.3

Common Parts:

The Tenant shall take necessary steps to prevent any damage to the Common Parts, including (but without limitation) when bringing in goods, furniture or luggage from the Premises;

The Tenant shall use the entrance, passage, staircase, lavatories and water supply in the Common Parts in a careful manner and to make good any damage caused by improper or careless use;

The Tenant shall keep the entrances, passages and staircases in the Common Parts clear and free from obstruction at all times.

3.1.3

The Tenant shall comply with the regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in connection with the state management.

3.1.3

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

3.1.3

The Tenant shall, on any assignment, transfer, underlease or charge of the Premises or by the Tenant, any undertenant or any other person, provide 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 to compulsory registration at the Land Registry, the date of this Lease to apply to the Land Registry and once the registration has been completed to the relevant titles to the Landlord.

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

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

4. Landlord's

4.1 The Landlord shall be bound to the Tenant:

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

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

being available in the London insurance market on terms acceptable to the Landlord; and to accept any exclusions or limitations as the insurers may

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

to provide accommodation identical in layout or design so long as it is reasonably equivalent to that previously at the Premises; provided;

to provide accommodation if the Tenant has failed to pay any of the rents; or

to provide accommodation if the Premises after a notice has been served under clause 4.2.

4.2 If, following the destruction of the Premises, the Landlord considers it reasonable to reinstate the Premises, the Landlord may give notice to the Tenant. On giving notice this Lease shall continue to be without prejudice to any right or remedy of the Landlord in respect of each of the tenant covenants of this Lease. Any claim (other than any insurance for plate glass) shall belong to the Tenant.

4.3 The Tenant shall maintain and decorate the Retained Property to a

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

the Tenant, at the Premises;

a guarantor, at the address of that party set out in paragraph 6.2 of the document under which they gave the guarantee; and any other party, at their last known address in the United Kingdom.

6.3 Any notice given to the Landlord or the Tenant shall be deemed as served on the second working day after the date of posting by prepaid first class post or special delivery or at the recipient's address or left at the recipient's address if delivered to or received by a person in charge of the premises.

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

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

7. [Termination]

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

7.2 If the Landlord terminates the Lease under Clause 7, this will not affect the rights of any party arising from the Lease or any obligation in this Lease.

7.3 The Landlord shall pay to the Tenant all payments of Rent that relate to a period of the Lease terminated under this Clause.]

8. [Termination]

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

8.2 This Clause shall not apply following a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

8.3 This Clause 8 is personal to the Tenant named in paragraph LR3 of the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist.

8.4 If the Landlord terminates the Lease under Clause 8, this will not affect the rights of any party arising from the Lease or any obligation in this Lease.

8.5 The Landlord shall pay to the Tenant all payments of Rent that relate to a period of the Lease terminated under this Clause.]

9. [Tenant Option to Assign]

9.1 Provided the Tenant is not in default under any of the terms of this Lease, the

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Tenant may extend this Lease for an additional term of <<insert term>> years to and including <<insert extended lease term>> years, on the same terms and conditions set forth in this Lease, except as modified by the following provisions and conditions below:

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

9.1.2 This option shall not be transferrable and shall be personal to the Tenant.

10. [Guarantor's Obligations]

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

10.1.1 The Guarantor shall be jointly and severally liable with the Tenant to the Landlord as primary obligor, and separate to the Tenant, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant or the rents or comply with the Tenant's covenants and obligations (including supplemental documents to this Lease); and

10.1.2 The Guarantor shall be jointly and severally liable with the Tenant to the Landlord as primary obligor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant 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 obligations of the Guarantor in this clause 10.

10.2 If the Landlord, in its sole discretion 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 receipt of such notice, elect its option either:

10.2.1 To pay to the Landlord the full cost (including payment of the Landlord's costs) of the disclaimer or forfeiture of the Lease of the Premises;

or

10.2.2 To assign and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease is terminated if the disclaimer, forfeiture or striking-off had taken effect.

10.2.3 The Guarantor shall be jointly and severally liable with the Tenant to the Landlord for the full amount and other sums payable at the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies; and

10.2.4 The Guarantor shall be jointly and severally liable with the Tenant to the Landlord to review the rent on the term commencement date or the next rent review date if there is a rent review under this Lease that

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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
inden

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 9 (but that
rights in relation to any prior breaches).

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10.5 The C

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)

lease (except that a surrender of part will end the
liability in respect of the surrendered part);

e)

counterclaim that the Tenant or the Guarantor may

f)

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

g)

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

h)

rrence in relation to the Guarantor of an Act of

i)

an a release by the Landlord by deed.

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

10.7 The C
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ed from its future obligations under this Lease at

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

11. Applicable law

- 11.1 This Lease and the contractual obligations arising out of or in connection with it shall be governed by the law of England and Wales.
- 11.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to hear any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 11.3 Any party may apply to the courts of England and Wales for an order of the courts of England and Wales with this Lease, including in relation to any non-contractual obligations, including in relation to any non-court of competent jurisdiction.

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative clause for a company)

Executed as a deed by <<Tenant's Name>>

Signature:

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

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative clause for company)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative clause for partnership)

Executed as a deed

Signature:

<<Guarantor's Name
acting by a director
presence of

Director

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



Rights Granted to the Tenant

1. The right to ...
mainly for the ...
oil, telephone
supplies or u
2. The right to s ... e Premises from the Building.
3. The right in ... rd and all others authorised by the Landlord and
with other Te
- a) use s ... as are necessary to obtain access to and egress
from
- b) use f ...aining access on foot only to and egress from the
Build ... urtyards and emergency escapes within the
Land ... erty [which are shown edged green on the plan
attach
- c) use f ...aining access to and egress from the Building with
or w ... ate roads within the Landlord's Neighbouring
Prop ... ged blue on the plan attached to this Lease];
- d) <<ins ...ghts to be granted to the Tenant>>.]
4. [Except as m ...ant of this Lease does not include any right over
neighbouring ... 2 of the Law of Property Act 1925 and the rule in
Wheeldon v ... this Lease.

Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, extend, improve, upgrade, or remove any gas, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar services, equipment, conduits, cables, pipes, ducts, or other infrastructure within or on the remainder of the Building and any adjoining or adjacent premises, including any conduits at the Premises.
2. The right to:
 - a) review, inspect, test, measure, monitor, install, maintain, repair, replace, alter, extend, improve, upgrade, or remove any equipment within or relating to the Premises and any other parts of the Building;
 - b) estimate, assess, or determine the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are reasonably necessary, the right to enter the Premises and carry out the works, which may be lawfully carried out without entry onto the Premises, including:
 - a) building, erecting, installing, maintaining, repairing, replacing, altering, extending, improving, upgrading, or removing any or party walls on or adjacent to the Premises; and
 - b) inspecting, testing, measuring, monitoring, installing, maintaining, repairing, replacing, altering, extending, improving, upgrading, or removing any structure, equipment, or other works upon any part of the Premises or any other parts of the Building.
4. [Where the Tenant consents (in their discretion) consents, the right to enter the Premises to carry out any works to improve their Environmental Performance.]
5. The right to do anything that the Landlord is expressly entitled or required to do for any other reasonable purposes in connection with this Lease, including:
 - a) giving the Tenant at least 7 'working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observing the Premises (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observing the Premises in accordance with the Landlord's entry set out in this Lease;
 - d) causing any damage to the Premises as reasonably practicable;
 - e) causing any disturbance to the Tenant as reasonably practicable;
 - f) repairing any damage to the Premises that the Landlord causes as soon as reasonably practicable;
 - g) where the Landlord is carrying out any works, obtain the Tenant's approval to the location, method, timing, and duration 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 Landlord is carrying out any works, exercise any rights outside the normal business hours of the Tenant.
6. In an emergency, the right to restrict access to the Premises if the Tenant's facilities are damaged or destroyed, or if the Tenant's facilities are in danger of being damaged or destroyed, or if the Tenant's facilities are in danger of being damaged or destroyed, so long as (except in an emergency) alternative facilities are available that are not materially less convenient.
7. The right to alter, extend, improve, upgrade, or reduce the extent of any Common Parts or other parts of the Building, including:
 - a) altering, extending, improving, upgrading, or reducing the extent of any Common Parts or other parts of the Building that are not materially less convenient; or

- b) if no material damage is caused to the use and enjoyment of the Premises is not
8. The right from time to time to use and enjoy the Premises and to use and enjoy the areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to use and enjoy the designated areas, so long as the remaining areas are reasonably convenient for the intended purposes.
9. The right to carry out any construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord in its absolute discretion may see fit, provided that these works interfere with the flow of light and air to the Premises and in connection with those works to underpin and shore up the Premises and the Landlord:
- a) giving notice of the works to be carried out;
 - b) consulting the Tenant 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 standards of construction and workmanship;
 - e) taking such steps as to reduce any interference to the Premises by noise, dust or vibration, 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 or without the place scaffolding on the Premises in connection with the works referred to in clause 9, provided that:
- a) any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
 - b) the scaffolding does not obstruct the entrance to the Premises;
 - c) the scaffolding does not obstruct the display of any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has agreed in writing to the display;
 - d) if the scaffolding obstructs the display of a sign on 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 on the Tenant.
12. The right to separate the Premises from the remainder of the Building from the Premises.
13. All rights of the Landlord (including any reservation) in and to the land.

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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 prior to 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 amount so agreed the determination of the Open Market Rent will instead be determined by the Independent Expert.
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 Landlord an opportunity to make counter submissions;
 - 3.4 give his decision on the Open Market Rent, 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 absence of such determination shall be 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 from the last Relevant Review Date to the date when the Open Market Rent has been ascertained;
 - 5.2 upon the Open Market Rent being ascertained, the Annual Rent actually payable from such Relevant Review Date to the date when the Open Market Rent has been ascertained and the Landlord will demand the difference (if any) between the Annual Rent actually paid and the amount that would have been payable had the Open Market Rent been ascertained before the Rent Review Date;
 - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date when the Open Market Rent has been ascertained the base rate of Barclays Bank plc calculated on a daily basis of that difference from the date on which each instalment of that difference was payable to the date of payment. If not paid those sums shall bear simple interest at the base rate of Barclays Bank plc 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 amount of the Open Market Rent determined under this Lease from the Relevant Review Date to the date when the Open Market Rent has been ascertained 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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