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<p><b>LR1. Date of lease</b></p>	<p>&lt;&lt;Insert date in full&gt;&gt;</p>
<p><b>LR2. Title number(s)</b></p>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>&lt;&lt;Insert Landlord's title number(s)&gt;&gt;</p> <p><b>LR2.2 Other title numbers</b></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>&lt;&lt;Insert other title number(s)&gt;&gt;</p>
<p><b>LR3. Parties to this lease</b></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, please provide the following information:</i></p> <ul style="list-style-type: none"> <li>a) <i>The territory of incorporation or formation</i></li> <li>b) <i>The overseas company number or registration number in the Companies House register, the Tenant pursuant to the provisions of the Transparency for Overseas Entities Act 2022. If the Landlord is an 'overseas entity ID holder', please provide the ID number.</i></li> <li>c) <i>Where the entity has a place of business in the UK, provide the registered number in the Companies House register.</i></li> </ul> <p><i>Further details on overseas entities can be found in <a href="#">practice guide</a>.</i></p>	<p><b>Landlord</b></p> <p>&lt;&lt;Insert name of Landlord&gt;&gt;  &lt;&lt;Insert address of Landlord&gt;&gt;  &lt;&lt;Insert company number&gt;&gt;</p> <p><b>Tenant</b></p> <p>&lt;&lt;Insert name of Tenant&gt;&gt;  &lt;&lt;Insert address of Tenant&gt;&gt;  &lt;&lt;Insert company number&gt;&gt;</p> <p><b>Guarantor (if any)</b></p> <p>&lt;&lt;Insert name of Guarantor&gt;&gt;  &lt;&lt;Insert address of Guarantor&gt;&gt;  &lt;&lt;Insert company number&gt;&gt;</p> <p><b>Other parties</b></p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p>&lt;&lt;Insert name of other party&gt;&gt;  &lt;&lt;Insert address of other party&gt;&gt;  &lt;&lt;Insert company number&gt;&gt;</p>
<p><b>LR4. Property</b></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 schedule in this lease to which the property being leased is referred</i></p>	<p><b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b></p> <p>The property [shown edged red on the plan attached to this lease and] known as &lt;&lt;Insert address of Property&gt;&gt; which is on the &lt;&lt;Insert floor number(s)&gt;&gt; floor of the Building (as defined</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 lease which contains the statement

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

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

including the commencement date>>

including the expiry date>>

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

as follows:  
term>>

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**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.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

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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 provisions*

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None

**LR9.3 Landlord's contractual rights to acquire this lease**

None

**LR10. Restrictive covenants in the lease by the Landlord other than the Property**

*Insert the relevant provisions of the lease clause, schedule or part in this lease which contain the restrictive covenants*

None

**LR11. Easements**

*Refer here only to the 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*

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apply for each of them, tell us who  
against which title and set out the  
the restriction you are applying  
  
Standard forms of restriction are  
Schedule 4 to the Land Register  
2003.

**LR14. Declaration of trust where  
more than one person comprises  
Tenant**  
  
*If the Tenant is one person, omit  
the alternative statements.*  
  
*If the Tenant is more than one  
complete this clause by omitting or  
inapplicable alternative statements*

... is more than one person. They are to  
... property on trust for themselves as joint  
  
... is more than one person. They are to  
... Property on trust for themselves as  
... common in equal shares.]  
  
... is more than one person. They are to  
... Property on trust <<Complete as  
...>]

**1. Definitions and Interpretation**

1.1 In this Agreement  
terms shall have the following

... text otherwise requires, the following

<b>'Act of Insolvency'</b>	means:  (a) the or cre  (b) the of a  (c) the filing app adr  (d) the rec gua  (e) the Ter am whi
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... connection with any voluntary arrangement ... or arrangement for the benefit of 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  ... voluntary winding-up in respect of the ... except a winding-up for the purpose of ... of a solvent company in respect of ... on of solvency has been filed with the
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		<p>companies;</p> <p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>of the Tenant or any guarantor from the Register of the making of an application for the Tenant or any struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy order of the Tenant or any guarantor.</p> <p>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);</p> <p>includes any analogous proceedings or events that may be governed by the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
<b>'Annual Rent'</b>		<p>&lt;&lt;rent&gt;&gt; per year exclusive of VAT as reviewed under the Lease;</p>
<b>'Arbitration'</b>		<p>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 instructions of the Landlord or the Tenant;</p>
<b>'Building'</b>		<p>the building known as &lt;&lt;address of building&gt;&gt; with title number &lt;&lt;title number&gt;&gt; including all additions and alterations;</p>
<b>'Common Parts'</b>		<p>footpaths, yards, halls, passageways, fire escapes, stairs, 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 lifts;</p>
<b>'Conduits'</b>		<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data communications and similar supplies or utilities;</p>
<b>'Energy Performance'</b>		<p>given to it in the Energy Performance of Buildings Regulations 2002;</p>

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<b>Certificate'</b>	) Regulations 2012;
<b>'Environmental Performance'</b>	<p>the following:</p> <p>tion of energy and associated generation of s emissions;</p> <p>on of water;</p> <p>on and management; and</p> <p>onmental impact arising from the use or operation of</p>
<b>'Independent Expert</b>	<p>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;</p>
<b>'Insurance Rent'</b>	<p>the Landlord of:</p> <p>ises insured in accordance with the Landlord's s Lease;</p> <p>loss of Annual Rent;</p> <p>ublic or third-party liability; and</p> <p>ons of the Premises for insurance purposes from</p> <p>ny excess or deductible under any insurance policy d incurs or will incur in reinstating the Premises ction or damage by an Insured Risk;</p> <p>ne amount that the insurers refuse to pay following uction by an Insured Risk to the Premises because ct or failure to act; and</p> <p>increased premiums that the insurers may require y carrying out or retention of any permitted e Tenant's or any lawful occupier's use of the</p>
<b>'Insured Risks'</b>	<p>re (including subterranean fire), lightning, explosion, sidence, landslip, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other ny articles dropped from them, impact by vehicles, omotion 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;</p>

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<p><b>‘Interest’</b></p>	<p>means e.g. tw Barclay reason</p>	<p>rate of interest on outstanding payments above the base rate for the time being of rate or that bank ceases to exist) a ied by the Landlord to the Tenant;</p>
<p><b>‘Landlord’</b></p>	<p>include</p>	<p>the immediate reversion to this Lease;</p>
<p><b>‘Landlord’s Neighbouring Property’</b></p>	<p>means</p>	<p>d by the Landlord near to the Premises;</p>
<p><b>‘Letting Unit’</b></p>	<p>means Building caretak letting the ma Building</p>	<p>e or other unit of accommodation in the ommodation provided for a porter or se exclusively occupied (or intended for otherwise than solely in connection with ng or the provision of services to the</p>

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**'Open Market Rent'**

...nt at which the Premises as a whole might be ...  
... the Relevant Review Date by a willing landlord to a ...  
... open market with vacant possession and without ...  
... a term of years equivalent to the [Term][residue of ...  
... at that time or (if the term then remaining is less ...  
... a term of five years] but starting on the Relevant ...  
... suming:

...s are ready for immediate occupation and use and ...  
... (destroyed) are fully restored;

...has complied with the Tenant's obligations in this ...  
... pt to the extent that there has been a material or ...  
... n by the Landlord) the Landlord has complied with ...  
... obligations in this Lease;

...s can lawfully be let and used for the uses ...  
... Lease; and

... of the hypothetical lease the willing tenant will ...  
... fit of a rent-free period, rent concession or any ...  
... t of a length or amount that might be negotiated in ...  
... for fitting-out purposes and that the Open Market ...  
... hat would become payable after the end of that ...  
... sion or payment of that inducement;

...n shall otherwise contain the same terms and ...  
... ects as this Lease (including the provisions for ...  
... Rent herein contained) other than:

...e Annual Rent;

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

...e in this Lease; and

...lusions>>

...ded any effect on rent of:

... Tenant or any lawful sub-tenant or their respective ...  
... title has been in occupation of the Premises;

...ached to the Premises due to the carrying on there ...  
... of the Tenant or any lawful sub-tenant (whether by ...  
... pective predecessors in such business);

...that the Tenant or any other party with a special ...  
... remises might make by reason of its occupation of ...  
... emises;

...t lawfully carried out during the Term by the Tenant ...  
... o-tenant at their own expense with the Landlord's ...  
... se than in pursuance of an obligation to the ...  
... edecessors in title;

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

...rent attributable to any temporary works, operations ...  
... s on any adjoining premises;

**'Permitted Use'**

...means as offices within use class E(g)(i) of the Town ...  
... g (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];

**'Premises'**

described in paragraph LR4 at the beginning of this

carpet, tile and other surface finishes and internal walls in or bounding the Premises and all

doors and windows including the glass, the frames

structural walls and partitions lying within the

plastered 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 ceiling tiles and the suspension system;

and other surfaces of the floors down to the upper joists or structures to which the floors are fixed; including only the Premises including the guard rails of

which serve the Premises exclusively;

electrical, mechanical and water and sanitary apparatus exclusively to the Premises and all other fixtures and fittings (other than tenant's fixtures and fittings) not

shall not include:-

the 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);

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 doors and windows expressly included above;

parts of the Building which do not serve the Premises

**'Rent'**

shall be deemed as rent by this Lease;

**'Rent Commencement Date'**

shall be the date on which rent is first to be paid>>;

**'Rent Days'**

shall be [24 June, 29 September and 25 December] in each

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<p><b>‘Retained Property’</b></p>	<p>means not limited to</p> <ul style="list-style-type: none"> <li>(a) the</li> <li>(b) all</li> <li>(c) the</li> </ul> <p>Lease Pr</p>	<p>which are not Letting Units including (but not limited to) the Building except any that exclusively serve the Letting Unit;</p> <p>... walls, foundations and roofs which are not included in the other Letting Units if they were let on the same basis as the</p>
<p><b>‘Review Date’</b></p>	<p>means "Date" v</p>	<p>years &lt;&lt;years&gt;&gt;] and "Relevant Review Date" v</p>
<p><b>‘Service Charge’</b></p>	<p>means method of service by the perform the inte</p>	<p>lated on a floor area basis or any other method from time to time) <b>OR</b> [&lt;&lt;proportion of &lt;&lt;percentage&gt;&gt;%] of the expenses or costs incurred with its covenant in Clause 4.3 and in which the landlord reasonably considers necessary in management;</p>
<p><b>‘Surveyor’</b></p>	<p>means Landlo</p>	<p>ect from time to time appointed by the</p>
<p><b>‘Tenant’</b></p>	<p>include</p>	<p>assigns;</p>
<p><b>‘Term’</b></p>	<p>means Lease;</p>	<p>paragraph LR6 at the beginning of this</p>
<p><b>‘Title Matters’</b></p>	<p>means list of o</p>	<p>out in the following documents: &lt;&lt;insert list of documents relating to the landlord's title to the Premises&gt;&gt;;</p>
<p><b>‘Underletting Requirements’</b></p>	<p>means</p> <ul style="list-style-type: none"> <li>(a) that rent</li> <li>(b) that Land</li> <li>(c) that pre</li> <li>(d) that (ex</li> <li>(e) that alte</li> <li>(f) that res</li> </ul> <p>Ann</p>	<p>ment not less than the then open market rent payable in advance on the Rent Days;</p> <p>sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954;</p> <p>wanted for a fine or premium or a reverse premium;</p> <p>it give the undertenant a rent-free period of 14 days (able to allow for any fitting out);</p> <p>provisions for change of use and alteration of those in this Lease;</p> <p>provisions for review of the rent payable on the basis and dates on which the rent is payable under this Lease;</p>

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

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;

'VAT'

onstituted by the Value Added Tax Act 1994 (and expressly stated references to rent or other monies nt are exclusive of any VAT charged or chargeable).

- 1.2 Unless requires, each reference in this Agreement to:
  - 1.2.1 includes fax but not email;
  - 1.2.2 reference to any day other than a Saturday, Sunday day in England and Wales;
  - 1.2.3 on of a statute is a reference to that statute or or re-enacted at the relevant time;
  - 1.2.4 reference to this Agreement and each of the d or supplemented at the relevant time;
  - 1.2.5 ular 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;
  - 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 o not form part of this Lease and are not to be s construction or interpretation; and

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

1.4 The [redacted] are for convenience only and shall not affect its [redacted]

2. Demise and

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2.1 The [redacted] premises to the Tenant for the Term together with (insofar as [redacted] grant the same) the rights set out in the First Schedule [redacted] reserving for the benefit of the Landlord's Neighbouring [redacted] the Retained Property the rights set out in the Second Schedule [redacted] to the Title Matters.

2.2 The Tenant shall pay to the Landlord 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 from the Commencement Date and ending on the day of [redacted] day;

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2.2.2 [redacted] to time the Insurance Rent;

2.2.3 [redacted] to time the Service Charge;

2.2.4 [redacted] from the Tenant to the Landlord under this Lease;

2.2.5 [redacted] under this Lease.

3. Tenant's Covenants

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3.1 The Tenant shall covenants with the Landlord:

3.1.1 [redacted] times and in the manner stated without any legal defence, set-off or counterclaim unless required by law.

3.1.2 [redacted] if this Lease is unpaid for more than <<maximum number of days allowed to be in arrears e.g. 7 days>> (whether or not), or if the Landlord refuses to accept rent so in breach of covenant, the Tenant must on demand pay to the Landlord as rent in arrears) calculated on a daily basis on the amount of rent refused from the due date until the date on which the Landlord accepts the rent.

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3.1.3 [redacted] the Landlord against all existing and future rates, taxes, and financial impositions charged on the Premises;

[redacted] (VAT) on the Rent payable; and

[redacted] arising from the Landlord's dealing with its own interests.

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3.1.4 [redacted] the Landlord against all charges incurred relating to the Premises (including but not limited to telephone, cable and surface water drainage, electricity, oil, gas, water, 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  
...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  
...Term. Any changes in the external colour scheme  
...d 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  
...ruction.

3.1.1

...

3.1.1

...remises to the Landlord in the repair and condition  
...s Lease;

3.1.1

...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;

3.1.1

...the Tenant's possessions from the Premises; and

3.1.1

...o 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.

3.1.1

...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:

3.1.1

...may as the agent of the Tenant sell the

3.1.1

...

3.1.1

...ust 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

3.1.1

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

3.1.1

...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 clause 3.1.12 within a period of two months from the date of the notice (or such longer period as may be specified in writing 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

The Tenant shall be deemed to exercise any right to enter the Premises to carry out such works, contractors, agents and professional advisors, and shall be deemed to do so at any reasonable time (whether or not during the Term) and, except in the case of an emergency after the occurrence of which immediate notice (which need not be in writing) to the Landlord is required, shall give such notice to the Landlord.

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The Tenant shall be deemed to exercise any right to enter the Premises to carry out such works, contractors, agents and professional advisors, and shall be deemed to do so at any reasonable time (whether or not during the Term) and, except in the case of an emergency after the occurrence of which immediate notice (which need not be in writing) to the Landlord is required, shall give such notice to the Landlord.

3.1.1

of the tenant covenants of this Lease;

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

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by the Tenant for consent under this Lease, if such application is withdrawn or consent is granted or refused, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent.

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

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

3.1.1

Premises for any illegal or immoral purpose;

the Premises as sleeping accommodation or for any other purpose;

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

L

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

3.1.1

ons:

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Premises with any adjoining premises;  
by external or structural alterations to the Premises;  
any alteration to the Premises which would, or may be expected to, have an adverse effect on the asset energy Performance Certificate commissioned in Premises or the Building;] and

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mitted in clause 3.1.17 below,] not to make any alterations or alterations of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be unreasonably withheld or delayed).

3.1.1

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

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the Landlord not less than <<notice period given to the Landlord by notice in writing of any work being carried out e.g. 2 months>> notice in writing of the intention to carry out any such works;

and to carry out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required under statute;

to restore the Premises to their former state and condition on or at the end of the Term if the Landlord by notice in writing requires the Tenant to do so; and

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to reimburse the Landlord of the cost of any alterations or additions to the Premises made by the Tenant (except any which are trade or tenant's fixtures) as soon as practicable and so that the Tenant shall not be liable for any failure to affect any necessary works for an amount for which the Premises are insured unless the Landlord provides that information.]

3.1.1

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

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3.1.1

to display, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign displaying the Tenant's trading name in the position specified by the Landlord to the Building and on the entrance door to the Premises, the sign being of a size, design, layout and material to be agreed in writing by the Landlord and at the end of the Term to remove any sign and to repair any damage caused to the reasonable satisfaction of the Landlord.

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3.1.1

The Tenant's obligations in respect of the Premises:  
to comply with all laws relating to the Premises or to the Tenant's occupation of the Premises;

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

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obtain any planning permission in relation to the Premises or any other written consent of the Landlord;

obtain any planning permissions relating to or affecting the Premises;

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comply with the Construction (Design and Management) Regulations 2015 and before commencing any works to make a contract under Regulation 4(8) to the effect that the Tenant is the only client for the purposes of the Regulations, to provide the Landlord a copy of the election and to fulfil the obligations of the client;

ensure the Premises are equipped with all fire prevention detection and alarm equipment which is required by law or by the insurers or reasonably required by the Landlord and to allow the Landlord to inspect it from time to time;

notify the Landlord promptly of any defect or disrepair in the Premises which may make the Landlord liable under any law or regulation; and

obtain the prior written consent of the Landlord to apply for a Performance Certificate in respect of the Premises.

3.1.2

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obtain any rights or easements to be acquired over the Premises. Any such rights may result in the acquisition of a right or easement:

the Tenant must notify the Landlord; and

the Tenant must help the Landlord in any way that the Landlord may reasonably require in order to effect 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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Lease:

the Premises on trust for another;

another person to occupy the whole or any part of the Premises;

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

the Tenant to let the whole or any part of the Premises;

the Tenant to let part only of the Premises; and

the Tenant to let 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 provisions of clause 3.1.23.

the Tenant to let part only of the Premises; and

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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 which are:

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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;

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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;

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

The assignee has standing acceptable to the Landlord acting as a guarantor into a guarantee 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 a deposit of not less than <<e.g. six>> months' Annual Rent (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants under 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 has the right at any time during the Term to enter the Premises to inspect 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 policy of insurance.

The Tenant shall not 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 be liable for the cost of all taxable supplies made to the Tenant in connection with this Lease on the due date for making any payment or, where applicable, 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 to any other person any sum by way of a refund or credit of any amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or

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credit for such VAT under the Value Added Tax Act

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

condition of the Premises or the Tenant's use of the Tenant's rights; or of any alterations.

covered by the indemnity in clause 3.1.28, the the Tenant of the claim as soon as reasonably or receiving notice of it; Tenant with any information and assistance in claim that the Tenant may reasonably require, Tenant 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.

Common Parts: necessary steps to prevent any damage to the including (but without limitation) when bringing in goods, furniture or luggage from the Premises; entrance, passage, staircase, lavatories and water Common Parts in a careful manner and to make age caused by improper or careless use; ances, passages and staircases in the Common free from obstruction at all times.

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

and expenses referred to in this Clause 3.1.32 are h the Service Charge, to pay on demand to the tion (to be determined by the Landlord) of the ses properly incurred by the Landlord in insuring, maintaining, cleansing and (where appropriate) structures or other items which are used or are by the Premises in common with any other part he Retained Property.

ny assignment, transfer, underlease or charge of r by the Tenant, any undertenant or any other fied copy of the relevant document together with 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 and 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 this Lease is insolvent and if the Landlord so requires to procure a deed of assignment acceptable to the Landlord enters into a deed of assignment with the Landlord in the same terms as the original guarantor.

4. Landlord's

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4.1 The Landlord shall require the Tenant:

4.1.1 to pay the rents and other sums due and to perform the obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the person claiming under or in trust for the Landlord as 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 including fees and incidental expenses, debris removal, site clearance and recoverable VAT, provided that the obligation to insure

is to be satisfied by the Tenant being available in the London insurance market on terms acceptable to the Landlord; and that the policy does not contain any exclusions or limitations as the insurers may

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

(a) provide accommodation identical in layout or design so long as it is functionally and reasonably equivalent to that previously at the Premises; or

(b) provide accommodation if the Tenant has failed to pay any of the rents due under this Lease; or

(c) provide accommodation if the Premises after a notice has been served under clause 4.2.

4.2 If, following the completion of the construction of the Premises, the Landlord considers it necessary to demolish or reconstruct the Premises, the Landlord may give notice to the Tenant. On giving notice this Lease shall terminate and shall be without prejudice to any right or remedy of the Landlord. The Tenant shall be bound by each of the tenant covenants of this Lease. Any insurance (other than any insurance for plate glass) shall belong to the Landlord.

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

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- standards and shall be appropriate.
5. **Provisos and conditions**
- 5.1 The provisions of this Lease shall be subject to the following conditions:
- 5.1.1 The length of time rent is allowed to be in arrears e.g. 3 months after becoming due (whether formally demanded or not);
- 5.1.2 The Tenant's failure to comply with any of the provisions of this Lease; or
- 5.1.3 The Tenant's insolvency or liquidation.
- 5.2 The Tenant shall not be permitted to sublet or assign the Lease of the Premises (or any part of them) at any time after the commencement of the Lease and until the Lease has ended (but this will not affect any right or remedy available to the Landlord under this Lease).
- 5.3 If the Premises or any part of them are damaged, destroyed or destroyed by any Insured Risk so as to be unfit for occupation or use, the insurance is not vitiated or payment of the insurance is not wholly or in part through any act, neglect or default of the Tenant, then the insurance proceeds shall be payable to the Tenant or a fair proportion of it will cease to be payable until the Premises are reconstructed for a period of three years or until the Premises are occupied or used by the Tenant, whichever is the shorter.
- 5.4 Nothing in this Lease shall give the Tenant the right to enforce, or to prevent the enforcement of, any covenant, right or condition to which the Premises are subject.
- 5.5 The provisions of this Lease shall not be subject to the provisions of the Contracts (Rights of Third Parties) Act 1999 to the extent that they would give a person who is not a party to this Lease a right to enforce or prevent the enforcement of any provision of this Lease.
- 5.6 The Tenant shall warrant that nothing in this Lease constitutes or shall constitute a warranty that the Premises may lawfully be used for any purpose other than that set out in this Lease.
- 5.7 The Tenant shall warrant that it has not entered into this Lease in reliance on any representation or warranty made by or on behalf of the Landlord.
6. **Notices**
- 6.1 Any notice or other communication in connection with this Lease must be in writing and must be sent by post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address specified in writing by the recipient as its address for service for the purpose of this clause 6.2 or, if no such address has been specified, to the recipient's address for service for the purpose of this clause 6.2. The notice must be given at least 14 working days' notice under this clause 6.
- 6.2 A notice or other communication shall be deemed to have been given to a recipient if it is delivered to the recipient at the address for service specified in writing by the recipient as its address for service for the purpose of this clause 6.2 or, if no such address has been specified, to the recipient's address for service for the purpose of this clause 6.2.
- 6.2.1 A notice or other communication shall be deemed to have been given to a recipient if it is delivered to the recipient at its registered office;
- 6.2.2 A notice or other communication shall be deemed to have been given to a recipient if it is delivered to the recipient at the address for service in the United Kingdom specified in writing by the recipient as its address for service for the purpose of this clause 6.2 or, if no such address has been given at their last known address in the United Kingdom, to the recipient's 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 as 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;

any guarantor, at the address of that party set out in paragraph 6.2.3 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 served on the date specified in the Lease shall be served 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 left at the recipient's address.

shall be served as served on the second working day after the date specified in the Lease 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 left at the recipient's address.

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

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

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

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

7. **[Termination]**

7.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving notice in writing to the Landlord of a period of <<notice period to terminate lease e.g. 3 or 6 months>> which shall take effect at any time.

The Tenant may terminate this Lease at any time [after <<insert date>>] by giving notice in writing to the Landlord of a period of <<notice period to terminate lease e.g. 3 or 6 months>> which shall take effect at any time.

7.2 If the Tenant terminates this Lease in accordance with Clause 7, this will not affect the rights of any party under the Lease or any obligation in this Lease.

If the Tenant terminates this Lease in accordance with Clause 7, this will not affect the rights of any party under the Lease or any obligation in this Lease.

7.3 The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

8. **[Termination]**

8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving notice in writing to the Landlord of a period of <<notice period to terminate lease e.g. 3 or 6 months>> which shall take effect at any time.

The Tenant may terminate this Lease at any time [after <<insert date>>] by giving notice in writing to the Landlord of a period of <<notice period to terminate lease e.g. 3 or 6 months>> which shall take effect at any time.

8.2 This Clause shall not apply to a notice given by the Tenant if the Tenant is terminating the Lease in accordance with Clause 7 and gives notice in writing to the Landlord of a period of <<insert period>> and leaves behind no continuing underleases.

This Clause shall not apply to a notice given by the Tenant if the Tenant is terminating the Lease in accordance with Clause 7 and gives notice in writing to the Landlord of a period of <<insert period>> and leaves behind no continuing underleases.

8.3 [The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease or on the date when that Tenant ceases to exist.]

[The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease or on the date when that Tenant ceases to exist.]

8.4 If the Tenant terminates this Lease in accordance with Clause 8, this will not affect the rights of any party under the Lease or any obligation in this Lease.

If the Tenant terminates this Lease in accordance with Clause 8, this will not affect the rights of any party under the Lease or any obligation in this Lease.

8.5 The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

9. **Exclusion of**

9.1 The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

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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.

9.2

The T  
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form

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

9.3

The T  
on th

applicable, the person who made the declaration  
with the Tenant's authority.

9.4

The L  
and T  
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agree pursuant to section 38A(1) of the Landlord  
sections 24 to 28 (inclusive) of the Landlord and  
in relation to the tenancy created by this Lease.

9.5

The L  
Leas

confirm that there is no agreement to which the

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may  
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before the grant of this Lease (or as the case  
s contractually bound to enter into this Lease) the  
antor a notice in the form set out in schedule 1 to  
ess Tenancies) (England and Wales) Order 2003.

9.7

The  
para  
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they made a [declaration in the form set out in  
aration in the form set out in paragraph 8] of  
]

9.8

The G  
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if applicable, the person who made the declaration  
so with the Guarantor's authority.

10. **[Guarantor'**

10.1

The G  
10.1.

Landlord that the Tenant will comply with all the  
this Lease. If the Tenant defaults, the Guarantor  
and comply with those obligations;

10.1.

Landlord as primary obligor, and separate to the  
10.1.1 above, to indemnify the Landlord against all  
es and expenses caused to the Landlord by the  
the rents or comply with the Tenant's covenants  
supplemental documents to this Lease); and

Landlord as primary obligor to indemnify the  
ses, costs, damages and expenses caused to the  
ant proposing or entering into any company  
, scheme of arrangement or other scheme having  
he effect of impairing, compromising or releasing  
ions of the Guarantor in this clause 10.

10.1.

If the  
mont  
being  
work

the discretion notifies the Guarantor within three  
disclaimer or forfeiture of this Lease or the Tenant  
of companies, the Guarantor must, within ten  
s option either:

10.2

If the  
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being  
work

at cost (including payment of the Landlord's costs)  
ease of the Premises:

10.2.

and taking effect on the date of the disclaimer  
this Lease or the Tenant being struck off the

and taking effect on the date of the disclaimer  
this Lease or the Tenant being struck off the

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panies and ending on the date when this Lease ended if the disclaimer, forfeiture or striking-off had

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

ent 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 under

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 10 (but that ights in relation to any prior breaches).

10.5 The C

ot 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 ility in respect of the surrendered part);

e)

counterclaim that the Tenant or the Guarantor may

f)

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

g)

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

h)

rrence in relation to the Guarantor of an Act of

i)

an a release by the Landlord by deed.

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

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

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

11. **Applicable**

11.1 This ... contractual obligations arising out of or in connection with i... law of England and Wales.

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

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

**THIS LEASE** has b... and delivered on the day on which it has been dated

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

**OR (alternative co... e)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative co... e)**

Executed as a deed

Signature:

A

M

P

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

Director

Signature of witness

Name (in BLOCK C

Address

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

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

*Signature:*

Signature of witness

Name (in BLOCK C

Address

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

**OR (alternative clause)**

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

*Signature:*

Director

*Signature:*

[Director][Secretary]

**OR (alternative clause)**

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address \_\_\_\_\_

A

**OR (execution cla**

**individual)**

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

Signature:

Signature of witness

Name (in BLOCK C

Address \_\_\_\_\_

M

[Execution clauses

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

<<affix seal here>>

Director

Director/Secretary

**OR (alternative co**

**e)**

Executed as a deed  
<<Guarantor's Nam  
acting by [a director  
secretary] [two dire

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative co**

**e)**

E

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address \_\_\_\_\_

\_\_\_\_\_

**OR (execution clat**

**an individual)**

Signed as a deed b  
<<Guarantor's Nam  
in the presence of

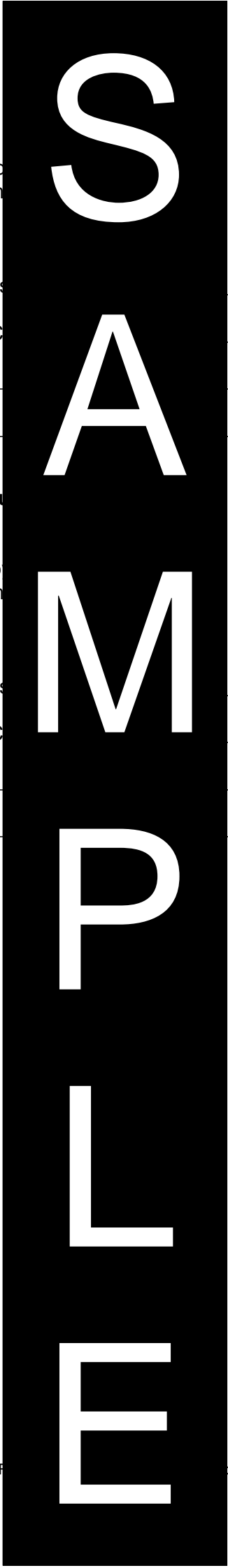
Signature:

Signature of witness

Name (in BLOCK C

Address \_\_\_\_\_

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**Rights Granted to the Tenant**

1. The right to use and maintain mains for the Premises for oil, telephony, gas, water supplies or utilities.

Conduits connecting the Premises to the public mains for air, foul and surface water drainage, electricity, gas, water, telephony, internet, data communications and similar services to the Premises.

2. The right to use the Premises from the Building.

to use the Premises from the Building.

3. The right in and to the Premises with other Tenants.

to use the Premises and all others authorised by the Landlord and the Landlord's Neighbouring Property.

a) use of the Premises as are necessary to obtain access to and egress from the Premises.

to use the Premises as are necessary to obtain access to and egress from the Premises.

b) use of the Premises for maintaining access on foot only to and egress from the Building, courtyards and emergency escapes within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];

to use the Premises for maintaining access on foot only to and egress from the Building, courtyards and emergency escapes within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];

c) use of the Premises for maintaining access to and egress from the Building with roads within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];

to use the Premises for maintaining access to and egress from the Building with roads within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];

d) <<insert other rights to be granted to the Tenant>>.]

<<insert other rights to be granted to the Tenant>>.]

4. [Except as mentioned in the Landlord's Neighbouring Property Schedule, the Tenant's right of occupation of 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.]

that the Tenant's right of occupation of 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, heating, air conditioning, telephony, television, radio, internet, data communications and similar services, and the remainder of the Building and any adjoining or appurtenant Conduits at the Premises.
2. The right to...
  - a) review the Environmental Performance of the Premises including to inspect and test any equipment within or relating to the Premises and to prevent or reduce any such Environmental Performance; and
  - b) estimate the rebuilding cost of the Premises for insurance or other purposes.
3. If the relevant works are to be carried out on or adjacent to the Premises, the right to enter the Premises to...
  - a) build or repair any party walls on or adjacent to the Premises; and
  - b) inspect, repair, replace, rebuild or carry out other works upon any party walls on or adjacent to the Premises.
4. [Where the Tenant, with the Landlord's (in its sole discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to... anything that the Landlord is expressly entitled or authorised to do for any other reasonable purposes in connection with this Lease, the Landlord must:
  - a) give the Tenant 7 (seven) working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
  - b) observe the Tenant's business as reasonably practicable; and
  - c) observe the Tenant's business as reasonably practicable; and
  - d) cause the Tenant's business as reasonably practicable; and
  - e) cause the Tenant's business as reasonably practicable; and
  - f) repair the Premises as soon as reasonably practicable; and
  - g) when carrying out works, obtain the Tenant's approval to the location, method and timing of the works, and other material matters relating to the preparation for, and carrying out of, the works; and
  - h) remain on the Premises no longer than is reasonably necessary; and
  - i) when carrying out works, exercise any rights outside the normal business hours of the Tenant's business as reasonably practicable.
6. In an emergency, the right to restrict access to the Premises if the facilities are... being carried out to them, the right to close off or restrict access to the Premises so long as (except in an emergency) alternative facilities are not materially less convenient.
7. The right to... or reduce the extent of any Common Parts or Conduits so as to...
  - a) alter the extent of any Common Parts or Conduits so as to be materially less convenient; or

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b) if no material damage to the use and enjoyment of the Premises is not

8. The right from time to time to use designated areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to use designated areas, so long as the remaining areas are reasonably required for the intended purposes.

9. The right to carry out any adjoining works (including but not limited to) construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord in its absolute discretion may see fit, provided that these works do not interfere with the flow of light and air to the Premises and provided that the Landlord is 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 in relation to 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 current standards of construction and workmanship;
- e) taking steps to avoid or 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 the consent of the Landlord, to place scaffolding on the Premises in connection with the carrying out of works on the Premises and to place plant and equipment onto the Premises and to place scaffolding on the exterior of or outside any buildings on the Premises, subject to the Tenant's 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 does not obstruct the entrance to the Premises as is reasonably practicable to the Landlord;
- c) the scaffolding does not have any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises and are not obstructed by the scaffolding) unless the Tenant has consented in writing to the display;
- d) if the scaffolding does obstruct signage 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.

11. The right to use the Premises as a shop or other business or for any other purpose whatsoever and to use the Premises as a shop or other business or for any other 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 Tenant in the Premises that now exist or that might (but for this Lease) exist in the future.

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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 plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the 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 the Landlord's Neighbouring Property.
- 5. No vehicles or trailers shall be allowed to remain in any service area within the Premises for a period of more than is reasonably necessary for the purposes of the business and no vehicles may remain overnight.
- 6. No mat, brush, rubbish or refuse to be taken outside the Premises nor shall anything be placed on the highway.
- 7. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the byelaws and in consultation with the Local Authority.
- 8. Not to overload the Premises nor any machinery or equipment at the Premises for the purpose of serving the Premises.
- 9. No blind shades or awnings to be placed over the windows of the Premises without the previous written approval of the Landlord in a specific and type.
- 10. Not to place or deposit anything on the Premises or elsewhere in the Building (other than within the Premises) which may be a nuisance or annoyance to the Landlord or his tenants or neighbours.

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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 shall agree the amount of the Open Market Rent before each Review Date. In any event (for whatever reason) the Open Market Rent shall not have been uncorrected for a period of more than 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 by the parties as follows:  
3.1 act as an arbitrator;  
3.2 invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;  
3.3 give the Tenant an opportunity to make counter submissions;  
3.4 give effect to the decisions, which will be binding on the parties.

4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in the proportion that the Independent Expert shall determine or in the event that no such determination 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 is 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 and the Landlord will demand the difference (if any) between the amount that the Tenant has actually paid and the amount that would have been payable if the Annual Rent had been ascertained before the Rent 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 interest on the amount of that difference at the base rate of Barclays Bank plc calculated on a daily basis from the date on which each instalment of that difference is payable to the date of payment. If not paid those instalments shall be in arrears.

6. When the Open Market Rent is ascertained pursuant to the provisions of this Schedule, the Landlord 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 in relation to the taking of any steps under this Schedule.

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