

LR1. Date of lease	date in full>>
LR2. Title number(s)	Landlord's title number(s) number(s) out of which this lease is granted. blank if not registered. Landlord's title number(s)>> Other title numbers title number(s) against which entries of referred to in LR9, LR10, LR11 and LR13 made. Other title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of all parties. For Scottish companies add an SC prefix and for limited liability partnerships add an OC prefix. For foreign companies add the territory in which incorporated.</i>	Name of Landlord>> Address of Landlord>> Company number>> Name of Tenant>> Address of Tenant>> Company number>> Guarantor (if any) Name of Guarantor>> Address of Guarantor>> Company number>> Other parties Capacity of each party, for example "tenant company", "guarantor", etc. Name of other party>> Address of other party>> Company number>>
LR4. Property <i>Insert a full description of the property leased or Refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described.</i> <i>Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.</i>	Resolution of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail. Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>>

SAMPLE

SAMPLE

<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions which do not apply to this lease.</i></p>	<p><i>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.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><i>including commencement date>></i></p> <p><i>including expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</i></p>

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LR10. Restrictive covenants given by the Landlord in respect of the Property

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

ements granted by this lease for the benefit of the Property

ements granted or reserved by this lease for the benefit of other

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LR12. Estate rentcharge burdened on the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

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LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you may use one clause to apply for each of them, together with the title against which it is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.

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LR14. Declaration of trust where there is more than one person completing the form as Joint Tenant

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

If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statements.

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

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

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

1. Definitions and Interpretation

1.1 In this Agreement, the following terms shall have the following meanings:

... text otherwise requires, the following

‘Accounting Date’ means the date in each year, not later than 31 December, by the Landlord

... service charge year ends e.g. 31 December, the date notified to the Tenant at any time

‘Act of Insolvency’ means:

(a) the making of a voluntary arrangement or a moratorium for the benefit of any guarantor;

... in connection with any voluntary arrangement or arrangement for the benefit of any guarantor;

(b) the making of an order for an administration order or the making of an order in relation to the Tenant or any guarantor;

... on for an administration order or the making of an order in relation to the Tenant or any guarantor;

(c) the making of an application to the court for an order appointing an administrator, or the appointment of an administrator, in relation to the Tenant or any guarantor;

... intention to appoint an administrator, or the making of an application to the court for an order appointing an administrator, or the appointment of an administrator, in relation to the Tenant or any guarantor;

(d) the receipt of a dividend by the Tenant or any guarantor from the assets of the Tenant or any guarantor;

... receiver or manager or an administrative receiver of the property or income of the Tenant or any guarantor;

(e) the making of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;

... voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;

(f) the making of a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

... winding-up order or a winding-up order in relation to the Tenant or any guarantor;

(g) the making of an application to the Registrar of Companies for the winding-up of the Tenant or any guarantor from the Register of Companies or the making of an application for the winding-up of the Tenant or any guarantor from the Register of Companies;

... or any guarantor from the Register of Companies or the making of an application for the winding-up of the Tenant or any guarantor from the Register of Companies;

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The partnership agreement may be amended to include provisions for the partnership's liability in the event of a partner's death (as amended by the Partnership Act of 1932) may be relevant.

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or any guarantor dies); or

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for a bankruptcy order or the making of a
the Tenant or any guarantor.

ply in relation to a partnership or limited Partnership Act 1890 and the Limited (ely) subject to the modifications referred ships Order 1994 (SI 1994/2421) (as y partnership (as defined in the Limited subject to the modifications referred to ships Regulations 2001 (SI 2001/1090)

analogous proceedings or events that the legislation of another jurisdiction in which the person is incorporated or domiciled in such

‘Annual Rent’

means

Ex exclusive of VAT;

‘Common Parts’

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ards, halls, passageways, fire escapes, which are shown edged yellow on the and any other areas of the Estate which on by the tenants and occupiers of the ;

‘Conduits’

means
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or utility

transmission of water, gas, air, foul and electricity, oil, telephone, heating, data communications and similar supplies

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‘Financial Year’

means the first period of 12 months of the Term

consecutive Accounting Dates (including the first Accounting Date) or at the end of the Term means the last Accounting Date and ending at the end of the Term

‘Initial Service Charge’

means

service charge>> per year;

‘Insurance Rent’

means

of:

(a) keeping the Premises in accordance with the Landlord’s obligations;

(b) insuring the Premises for Insurance Rent;

(c) insuring the Premises for third party liability; and

(d) obtaining quotations for insurance for the Premises for insurance purposes from time to time;

and:

(e) the cost of deductibles under any insurance policy that the Landlord will incur in reinstating the Premises damaged by an Insured Risk;

(f) a sum of money that the insurers refuse to pay following an Insured Risk to the Premises because of the Landlord’s failure to act; and

(g) any other costs or premiums that the insurers may require as a condition of reinstatement or retention of any permitted alteration to any lawful occupier’s use of the Premises;

‘Insured Risks’

means (a) fire (including subterranean fire), lightning, explosion, storm, flood, landslide, heave, earthquake, burst or overflow, impact by aircraft or other apparatus, impact by vehicles, dropped from them, impact by vehicles, terrorism and malicious damage to the extent, in each case, as is generally available on normal commercial terms in the market at the time the insurance is taken out, and any other risks which the Landlord reasonably insures from time to time to the extent of any excesses, limitations and exclusions;

‘Interest’

means the rate of interest on outstanding payments e.g. two per cent above the base rate for the time being of Barclays Bank plc (or that bank ceases to exist) a reasonable rate determined by the Landlord to the Tenant;

‘Interim Sum’

means the sum of the relevant Service Charge based on the Interim Sum Charge

account of the Service Charge for the relevant period as determined by the Surveyor (acting as an expert) of the likely amount of the Service Charge for the relevant period in question;

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‘Landlord’

includes the immediate reversion to this Lease;

‘Letting Unit’

means any accommodation on the Estate (other than a porter or caretaker) that is let or otherwise occupied or intended for letting or exclusive occupation in connection with the management of the Estate or services to the Estate;

‘Permitted Use’

[ENGLAND AND WALES] within use classes [B2, and B8 and Planning (Use Classes) Order 1987]

OR

[WALES AND NORTHERN IRELAND] within use classes [B1 B2 and B8] of the Planning (Use Classes) Order 1987];

‘Premises’

means the Premises described in paragraph LR4 at the beginning of this Lease including

- (a) the interior surface finishes and internal plasterwork and columns bounding the Premises and all
- (b) every window including the glass, the frames and fastenings
- (c) the interior partitions and partitions lying within the Premises
- (d) the ceiling or other surface finishes of the Premises including the joists or other structures to which they are fixed for the avoidance of doubt the ceiling tiles and the
- (e) the floors down to the upper surfaces to which the floors are fixed;
- (f) any balcony or terrace including the guard rails of the Premises
- (g) all Contents of the Premises exclusively;
- (h) all gas, electricity, heating and water and sanitary apparatus and fittings belonging to the Premises and all other fixtures and fittings (other than tenant’s fixtures and fittings) not included in the Contents but the Premises
- (a) any part of the building above the ceiling of the Premises including the joists or structures to which they are fixed including the floor slab the ceiling slab of the balcony (if any);
- (b) any of the structural walls or load bearing parts of the building including those surface finishes and coverings expressly included above;
- (c) any Contents of the Premises which do not serve the Premises

‘Rent’	means	by this Lease;
‘Rent Commencement Date’	means	first to be paid>>;
‘Rent Days’	means	September and 25 December] in each year;
‘Retained Property’	means not limited to	which are not Letting Units including (but not limited to)
	(a) the	
	(b) all	the Estate except any that exclusively
	serv	Unit;
	(c) the	walls, foundations and roofs which are
	not	and would not be included in the other
	Let	if they were let on the same basis as
	the	
‘Service Charge’	means	ated on a floor area basis or any other
	method	om time to time)] OR [<<proportion of
	service	y>>%] of the Service Cost;
‘Service Cost’	means	ccurred by the Landlord in providing the
	Service	f keeping accounts of service costs,
	preparin	ce charge statements and retaining
	account	ements;
‘Services’	means	the Landlord as set out in Clause 4.3;
‘Surveyor’	means	ct from time to time appointed by the
	Landlor	
‘Tenant’	includes	assigns;
‘Term’	means	aragraph LR6 at the beginning of this
	Lease;	
‘Title Matters’	means	ut in the following documents: <<insert
	list of do	ndlord's title to the Premises>>;
‘VAT’	means	y the Value Added Tax Act 1994 (and
	unless	ed references to rent or other monies
	payable	exclusive of any VAT charged or
	chargea	

1.2 Unless the context requires otherwise, each reference in this Agreement to:

- 1.2.1 “writing” means any writing, whether or not email;
- 1.2.2 a “working day” means any day other than a Saturday, Sunday or public holiday in England and Wales;
- 1.2.3 a statute or statutory provision means a reference to that statute or provision as it is amended at the relevant time;
- 1.2.4 “this Agreement” means a reference to this Agreement and each of the Schedules as amended at the relevant time;
- 1.2.5 a Schedule means a Schedule to this Agreement; and
- 1.2.6 a clause or paragraph means a reference to a clause of this Agreement or a paragraph of the relevant Schedule.
- 1.3 In this Agreement
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality;
- 1.3.2 words importing the singular number include the plural and vice versa;
- 1.3.3 words importing the masculine gender include any other gender;
- 1.3.4 references to time include any sooner determination of the Term or period of time;
- 1.3.5 any covenant or obligation to do an act or thing includes an obligation to cause such act or thing to be done;
- 1.3.6 references to the acts, omissions, neglect or default of the Tenant include the act, omission, neglect or default of the Premises and their respective servants, agents, employees, contractors and subcontractors;
- 1.3.7 the clauses of this Lease are to be construed as a whole and are not to be taken into account in isolation or interpretation; and
- 1.3.8 references to documents include any document supplemental or collateral to its terms.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Demise and Rent

- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to the same) the rights set out in the First Schedule, except in so far as they may be reserved to the benefit of the Estate the rights set out in the Second Schedule and subject to the Title Matters.
- 2.2 The Tenant must

- 2.2.1 the Annual Rent (or the Rent so required by the Landlord so requires) on the Rent Days, the first of which shall be the date of this Lease for the period beginning on the Commencement Date and ending on the day before the day on which the term of this Lease expires;
- 2.2.2 on demand the Insurance Rent;
- 2.2.3 the Service Charge (or the amount payable on account of it (payable as provided in the Lease));
- 2.2.4 any other charges payable by the Tenant to the Landlord under this Lease; and
- 2.2.5 any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1 The Tenant covenants to observe and comply with the following conditions:
- 3.1.1 To pay the Rent in the manner stated without any set-off or counterclaim unless required by law.
- 3.1.2 If any sum of Rent is unpaid for more than <<maximum number of days in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so far as it is unpaid), the Tenant must on demand pay Interest (at the rate of <<percentage>> per annum in arrears) calculated on a daily basis on the amount of the Rent so unpaid from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all taxes, duties and other financial impositions charged on the Premises or in connection with the use of the Premises:
- a) tax (including stamp duty) payable; and
- b) any other financial impositions payable by the Landlord's dealing with its own interests.
- 3.1.4 To pay or discharge all charges incurred relating to the Premises (including surface water drainage, electricity, oil, gas, water, telephone, telegraph, communications, internet, data processing, supplies or utilities supplied to the Premises and charges and meter rents).
- 3.1.5 If the Landlord requires the Tenant to pay compensation because it has been allowed during the Term of the Lease, the good that loss to the Landlord on the day on which the Term of the Lease expires.
- 3.1.6 To keep the Premises in good substantial repair and condition and to indemnify the Landlord against damage results from any of the risks insured under Clause 4.1.2 unless the money is refused by reason of any act, neglect or default of the Tenant (or any of its servants or agents).

- 3.1.7 [To clean and polish the floor coverings in the Premises as often as is reasonable and to renew and replace or coverings of a colour and quality first approved by the Landlord]
- 3.1.8 To decorate the exterior (including any) and the inside of the Premises as often as is reasonable and also in the last three months of the Term, before the expiry of the Term, any changes in the external colour of the Premises by the Landlord. All decoration must be carried out in a proper manner using good quality materials and the Premises and include all appropriate preparatory work.
- 3.1.9 To keep the Premises which are not built upon clean and tidy and to remove any rubbish or debris from the Premises.
- 3.1.10 At the end of the Term, the Tenant shall:
- a) to repair the Premises to the Landlord in the repair and condition in which they were received;
 - b) if the Tenant has made any alterations, to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises by such alterations;
 - c) to remove all possessions from the Premises; and
 - d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations.
- 3.1.11 If, following the expiry of the Term, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:
- a) the Landlord may sell the possessions;
 - b) the Landlord shall be liable to the Landlord against any liability incurred by any party whose possessions have been sold in good faith on the mistaken belief that the possessions belonged to the Landlord;
 - c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.
- 3.1.12 To permit the Landlord or Surveyor to enter and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or leaves it on the Premises) notice of any repairs or maintenance

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3.1.15 With regard

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- the Premises on Mondays to Fridays (and not on bank holidays).
- 3.1.16 With regard to the Premises, the Tenant shall:
- not to make any alterations to any adjoining premises;
 - not to make any structural alterations to the Premises;
 - [not to make any alterations to the Premises which would, or may have an adverse effect on the asset performance Certificate commissioned in respect of the Estate;] and
 - [save as may be permitted in writing by the Landlord pursuant to clause 3.1.17 below,] not to make any alterations or additions of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be withheld or delayed).
- 3.1.17 [The Tenant shall not, without the prior written consent from the Landlord erect, alter or remove any partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the building or have an adverse impact on the use of the Premises or the Estate and which shall be a fixture subject to the Tenant:
- giving the Landlord at least <<notice period given to be carried out e.g. 2 months>> notice in writing of any such works;
 - carry out such works in a good and workmanlike manner and in accordance with any permission, consent or approval required;
 - reinstate the Premises to their former state and condition on or before completion of the works if the Landlord by notice in writing requires this; and
 - inform the Landlord of the cost of any alterations or additions carried out and ensure that the same are carried out in a cost effective and practicable manner and so that the Landlord will not be required to effect any necessary increase in the amount of insurance cover for the Premises unless the Tenant has agreed otherwise in writing.]
- 3.1.18 In all cases where the Tenant is required to carry out any works carried out to the Premises in accordance with any Regulations (whether or not such Regulations are required for them under this Lease), the Tenant shall provide the Landlord with a copy of the relevant Regulations and to provide the Landlord with a copy of the Health and safety file upon completion of the works.
- 3.1.19 Not to exhibit any sign or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord in writing and on the entrance door to the

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3.1.22 With rega

- a) not to create a trust for another;
- b) not to sublet or occupy the whole or any part of the Premises;
- c) not to have possession or occupation of the whole or any part of the Premises;
- d) not to use the Premises for the whole or any part of the Premises;
- e) not to use the Premises; and
- f) not to assign the Lease as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of consent require compliance with the conditions in clause 3.1.23.

3.1.23 The conditions of the Lease shall impose in relation to an assignment of the Lease:

- a) that the assignee must be someone who, immediately before the proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;
- b) that the assignee must enter into an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Agreement") in such form as the Landlord may require;
- c) that the assignee must, in the Landlord's reasonable opinion of the assignee, be able to enable it to comply with the conditions contained in this Lease;
- d) that the assignee must provide acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require;
- e) that the assignee must provide a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit of <<e.g. six>> months' Annual Rent (plus interest) at the date of the assignment) as security for the performance of the tenant's covenants in the Lease over the deposit; and
- f) that the assignee must pay the Annual Rent or any other sums due under this Lease and that any material breach of the Lease has been remedied.

3.1.24 To permit the Landlord at any time during the Term to enter the Premises for the purpose of re-letting or view the Premises or its agents or its agents.

3.1.25 With regard to:

- a) to co-operate with the Landlord's insurers and not to do anything which could invalidate any insurance; and
- b) if the Landlord requires the Tenant to do anything which increases any insurance premium payable by the Landlord to repay the Landlord on demand.

3.1.26 To pay VAT on any taxable supplies made to the Tenant in connection with the Lease on the due date for making any payment or, if earlier, the date on which the supply is made for VAT purposes.

3.1.27 Where the Tenant is required to pay the Landlord or any person any sum by way of a refund or indemnity in connection with this Lease, to pay to the Landlord, or to the extent that the Landlord or other person is entitled to such VAT under the Value Added Tax Act 1994, the amount of any VAT incurred on that sum by the Landlord or other person.

3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, expenses, charges, costs, losses, liabilities, and expenses incurred in defending or settling any action, or in respect of any personal injury or death, or damage to property, arising from:

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

3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall:

- a) give notice of the claim as soon as reasonably practicable;
- b) provide information and assistance in relation to the claim as the Landlord may reasonably require, subject to the Tenant's contribution and all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the loss (to the extent of the Tenant's cost) where it is reasonable for the Landlord to do so.

3.1.30 With regard to:

- a) to take all reasonable steps to prevent any damage to the Common Parts (but not limitation) when bringing in or removing any goods or luggage from the Premises;

- b) to use the Common Parts, staircase, lavatories and water closets in a careful manner and to make no improper or careless use;
- c) to keep the Common Parts, stairs and staircases in the Common Parts in good repair and in good condition at all times.

3.1.31 To comply with the Third Schedule and any other requirements made by the Landlord from time to time in the interest of the Management.

3.1.32 Where the Tenant is not responsible for the costs, fees, repairs, lighting and other items which are used or are capable of being used in common with any other part of the Estate, the Tenant shall be liable to pay on demand to the Landlord (to be determined by the Landlord) of the costs incurred by the Landlord in insuring, cleansing and (where appropriate) repairing or other items which are used or are capable of being used in common with any other part of the Estate.

3.1.33 Within 21 days of the Premises being transferred, the Tenant shall deliver to the Landlord (to be determined by the Landlord) of the relevant document together with the relevant registered titles to the Landlord.

3.1.34 If this Lease is not registered at the Land Registry, the Tenant shall apply to the Land Registry to register this Lease to apply to the Land and once the registration has been completed, the Tenant shall deliver to the Landlord the relevant titles to the Landlord.

3.1.35 At the end of the Lease and on the termination of the Lease, the Tenant shall deliver to the Landlord the original of this Lease as the Landlord reasonably requires and to remove entries in relation to it from the Land Registry.

3.1.36 To notify the Landlord of the Tenant's obligations under this Lease and if the Landlord so requires to procure the Landlord to enter into a deed of assignment in the same terms as the original deed of assignment.

4. Landlord's Covenants

4.1 The Landlord covenants

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

4.1.2 To insure the Premises (including any plate glass in the Premises) against the risks of fire, theft and other insured risks for the full reinstatement of the Premises and incidental expenses, debris removal, and recoverable VAT, provided that the Tenant shall be liable to pay the cost of such insurance.

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a) to insure the Premises in the London insurance market on reasonable terms and to the Landlord; and

b) to secure that the Premises are insured on terms or limitations as the insurers may impose.

4.1.3 Subject to the Tenant obtaining all necessary planning and other consents, to use all insurance monies (other than for loss of rent) to repair the damage to the Premises. If no insurance has been received or (as the case may be) to repair the damage to the Premises. The Landlord shall not be obliged to:

a) provide a replacement Premises which is identical in layout or design so long as it is of equivalent value to that previously at the Premises;

b) repair the Premises if the Tenant has failed to pay any of the Insurances;

c) repair the Premises if the Tenant has failed to pay any of the Insurances after a notice has been served pursuant to clause 4.1.2.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. On giving notice this Lease shall determine and the Tenant shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any loss or damage to the Premises (other than any insurance for plate glass) shall belong to the Landlord.

4.3 The Landlord shall endeavour to provide the following services:

a) repair and maintenance of the Retained Property;

b) cleaning and maintenance of the Retained Property;

c) maintenance and repair (including painting) of all (if any) open and enclosed areas of the Retained Property;

d) repair and maintenance of external windows in the Common Parts and of all exterior windows on the Estate in the Landlord's reasonable discretion;

e) operation and servicing of any lavatory, drainage, lift, machinery, lighting, equipment and heating system from time to time within the Retained Property;

f) provision of refuse skips for the storage of refuse originating on the Premises, subject to a fee to be agreed with the Local Authority if not effected by the Local Authority;

g) provision of a central heating system and a supply of hot water to the Common Parts;

h) control of vehicle parking on those areas of the Retained Property and cycle parking;

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| i) | pay the costs and expenses in respect of the Retained Property being outgoing, costs and expenses for which the tenant or occupier is directly liable; |
| j) | comply with any legal obligation relating or attaching to the Retained Property and for which any tenant or occupier is not directly liable; |
| k) | provide for the purchase, repair and renewal of any fire alarm system and fire detection equipment in or on the Retained Property and the works necessary to comply with all requirements of the appropriate authority in relation to fire insurance and the requirements of the insurers; |
| l) | provide for the purchase, repair and renewal of any equipment and services for lifts, escalators, traffic management systems, parking, lighting and security services for the Retained Property; |
| m) | <<include any other services to be provided by the Landlord; |
| n) | such other obligations as the Landlord may from time to time consider necessary in the interests of good estate management and in providing the amenities of the Retained Property and its day to day management. |

5. Provisos and Agreement

- [illegible]

enforce any term of this Lease.

5.5 The Tenant acknowledges that its use of the Premises in this Lease constitutes or shall constitute a representation and warranty that the Premises may lawfully be used for any purpose.

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

6. Notices

6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid post, by hand delivery to or otherwise delivered to the recipient in accordance with clause 6.2 or to any other address specified as its address for service by giving 'seven days' notice under this clause 6.

6.2 A notice served on:

6.2.1 a company or partnership registered in the United Kingdom; or

6.2.2 a person or company incorporated in a country outside the United Kingdom, shall be given to the address for service in the United Kingdom specified in the deed or document to which they are a party or, if none has been given at their last known address;

6.2.3 anyone else;

a) in the United Kingdom, shall be given to the address for service in the United Kingdom specified in the deed or document to which they are a party or, if none has been given at their last known address;

b) in the United Kingdom, shall be given to the address for service in the United Kingdom specified in the deed or document to which they are a party or, if none has been given at their last known address;

c) in the United Kingdom, shall be given to the address of that party set out in the deed or document to which they gave the guarantee; and

d) in the United Kingdom, shall be given to the address of that party set out in the deed or document to which they gave the guarantee; and

6.3 Any Notice given in connection with this Lease shall be deemed to have been served on the second working day after the date of posting by post, by hand delivery to or otherwise delivered to the recipient at the recipient's address if delivered to or left at that address.

6.4 If a notice is treated as served at 9:00AM on the second working 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 in accordance with this clause shall not be a valid form of service under this Lease.

7. [Termination by Landlord]

- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving to the Tenant written notice of a notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period set out in this Lease.
- 7.2 If the Lease ends on or after the date of termination, this will not affect the rights of any party for any period prior to the termination of this Lease.
- 7.3 The Landlord shall retain the right to demand all payments of Rent that relate to a period after the termination of this Lease.]

8. [Termination by Tenant]

- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving to the Landlord written notice of a notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period set out in this Lease.
- 8.2 This Lease shall terminate on the date of 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 [The break right shall be 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 be a tenant of the Premises.]
- 8.4 If the Lease ends on or after the date of termination, this will not affect the rights of any party for any period prior to the termination of this Lease.
- 8.5 The Landlord shall retain the right to demand all payments of Rent that relate to a period after the termination of this Lease.]

9. Exclusion of Security of Tenure

- 9.1 The Tenant confirms that he or she is not a tenant of this Lease (or as the case may be before the Tenant was bound to enter into this Lease) the Tenant is not a tenant of the Premises in the form set out in schedule 1 to the Regulatory (Miscellaneous Provisions and Ancillaries) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he or she (or a person on behalf of the Tenant) has not made a [declaration of interest in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that he or she (or a person on behalf of the Tenant) who made the declaration on the Tenant's behalf is not a tenant of the Premises in the form set out in schedule 1 to the Regulatory (Miscellaneous Provisions and Ancillaries) (England and Wales) Order 2003.
- 9.4 The Landlord and Tenant agree that this Lease shall not be subject to section 38A (1) of the Landlord and Tenant (Covenants) Act 1995 or sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995 in relation to the tenancy created by this Lease.

10. [Guarantor's Covenants]

10.1 The Guarantor:

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

10.1.2 Covenants as primary obligor, and separate to the obligations of the Tenant, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the Lease or comply with the Tenant's obligations under any supplemental documents to this Lease);

10.1.3 Covenants as primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the Lease or voluntarily proposing or entering into any company arrangement or other scheme having the effect of impairing, compromising or frustrating the obligations of the Guarantor in this clause 10.

10.2 If the Landlord notifies the Guarantor within three months after the disclaimer or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days, do either:

10.2.1 at the option of the Guarantor (including payment of the Landlord's costs) do either:

a) for a period of 6 months from the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

b) end the Lease on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

c) at the option of the Guarantor, pay the sums payable;

d) continue to pay the sums payable on the term commencement date of the Lease until the next Rent Review Date under this Lease that falls before the term commencement date that has not been previously reviewed as at the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

e) continue to pay the sums payable on each Rent Review Date under this Lease until the term commencement date of the new Lease;

f) otherwise, do any of the above and conditions as this Lease; or

10.2.2 pay the sums payable on the term commencement date of the Lease until the next Rent Review Date under this Lease that falls before the term commencement date that has not been previously reviewed as at the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

- 10.3 If clause 10.2.2 does not apply, then, on completion of the payment in full, the Landlord must release the Tenant from all obligations under this clause 10 (but that will not affect any rights in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 shall be released or discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;
 - 10.4.2 any variation or surrender of the Lease (not that a surrender of part will end the obligations of the surrendered part);
 - 10.4.3 any right of the Landlord to claim that the Tenant or the Guarantor has committed a breach of the Lease; or
 - 10.4.4 any death, bankruptcy, liquidation or change in the constitution or status of the Tenant or the Guarantor or of any other person who is liable, or of any other person who is a party to the Lease;
 - 10.4.5 any amalgamation, reconstruction or reorganisation of the whole or any part of the assets or liabilities of the Tenant or the Guarantor or of any other person;
 - 10.4.6 the existence of a winding up order in relation to the Guarantor or of an Act of Insolvency in relation to the Guarantor; or
 - 10.4.7 anything done or omitted to be done by the Landlord by deed.
- 10.5 The Guarantor shall not be liable in competition with the Landlord in the event of the insolvency of the Tenant to take any security, indemnity or other benefit from the Tenant's obligations under this Lease.
- 10.6 Nothing in this clause 10 shall create any liability on the Guarantor that exceeds the liability which would have been incurred had it been the tenant of this Lease.]

11. Service Charge

- 11.1 As soon as practicable after the Accounting Date the Landlord will prepare an account showing the Service Costs for that Financial Year and containing a fair summary of the matters of fact relevant to the Service Costs and send a copy of the account to the Tenant.
- 11.2 The account prepared pursuant to clause 11.1 will when certified by the [Landlord] [Landlord's Surveyor] be conclusive evidence of all matters of fact relevant to the Service Costs.
- 11.3 For each Financial Year the Landlord shall provide to the Tenant an estimate of the Service Cost for the Financial Year (or part of the Financial Year) of the Financial Year and an account of the Service Costs for the Financial Year (or part of the Financial Year) showing the allocation of the Service Costs between the different parts of the Building; and

11.3.2	the Tenant shall pay the Service Charge to the Landlord by equal payments in advance on each of the Rent Days.	
11.4	For the period from the first Accounting Date to the first Rent Day, the Tenant will pay the Service Charge (being a proportion of the Service Charge for the Term to and including the first day of the next Rent Day) to be paid on the Rent Days. Payments to be made in advance on each Accounting Date.	
11.5	If the Service Charge for a Financial Year exceeds the Landlord's estimate, the excess is due to the Landlord. If the Service Charge for a Financial Year is less than the Landlord's estimate, the overpayment will be credited against the next quarterly payment on account.	
11.6	If the Landlord has expended or incurred more than the Landlord's estimate for a Financial Year, the Landlord may include the sum in an account for a subsequent Financial Year.	
11.7	If the total proportion of the Services changes materially, the percentage referred to in the definition of 'Service Charge' in Clause 11.8 will be varied in accordance with the Surveyor's determination following the change.	
11.8	The change referred to in Clause 11.7 will be by agreement between the Landlord and the Tenant or, if no agreement is reached, by the Surveyor (acting as an expert).	
12.	Applicable Law and Jurisdiction	
12.1	This Lease and any dispute arising out of or in connection with it will be governed by the law of England and Wales.	
12.2	Subject to clause 12.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, the courts of England and Wales shall have exclusive jurisdiction in relation to any non-contractual obligations.	
12.3	Any party may submit a dispute to the courts of England and Wales, including in relation to any non-contractual obligations, if it is competent jurisdiction.	
THIS LEASE has been executed and dated on the day on which it has been signed by the Landlord and the Tenant.		
[Execution clauses for landlord and tenant]		
Executed as a deed by affixing the common seal of <<Landlord's Name>> in the presence of <<Affix seal here>>		

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by the tenant)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

Executed as a deed by affixing
the common seal of

<<Tenant's Name>>
in the presence of

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by the tenant)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarantors]

Executed as a deed by affixing
the common seal of

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

<<Guarantor's Name>>
in the presence of

Director

Director/Secretary

OR (alternative company execution)

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

<<affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by the Guarantor)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities.
2. The right to support and maintain the Premises from the Estate.
3. The right in common with other Tenants of the Estate to:
 - a) use such of the Common Parts as may be necessary to obtain access to and egress from the Premises;
 - b) use such of the mains and water closets in the Common Parts as may from time to time be provided by the Landlord for the use of the Tenant (whether or not the Tenant is a resident);
 - c) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Estate [which are shown edged red on the plan attached to this Lease];
 - d) use for the purpose of access to and egress from the Premises with or without vehicles, the roads within the Estate [which are shown edged blue on the plan attached to this Lease];
 - e) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over or in the land adjacent to the Premises by virtue of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* or otherwise.]

Second Schedule – Rights Reserved to the Landlord

1. The right to the passage of, and the supply of, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and services from and to the remainder of the Estate and any adjoining Premises through the Conduits at the Premises.
2. The right to enter the Premises for the purpose of:
 - a) review or measure the performance of the Premises including to install and to monitor the energy consumption within or relating to the Premises and to prepare an EPC;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is carried out without entry onto the Premises, the right to enter the Premises:
 - a) build on or into any part of the Premises or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any adjoining premises.
4. [Where the Tenant (if the Tenant consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises if the Landlord is expressly entitled or required to do so under any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and confidentiality (where that includes being accompanied by the Tenant's representative the Landlord must make that representative available);
 - c) observe any specific restrictions on the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out any of the above, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work.

- h) remain upon the Premises so long as it is reasonably necessary; and
- i) where reasonably practicable, the right to use any rights outside the normal business hours of the Premises.
6. In an emergency, or where it is reasonably necessary, the Landlord may, without notice, try out to them, the right to close off or restrict access to the Premises so long as (except in an emergency) alternative facilities are available which are not materially less convenient.
7. The right to change, extend, alter or remove any Conduits so long as:
- alternative facilities are available which are not materially less convenient; or
 - if no alternative is available, the Landlord's enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use any areas within the Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce or restrict access to certain areas, so long as the remaining areas are reasonably adequate for the intended purposes.
9. The right to carry out works on any adjoining premises (including demolition, alteration or redevelopment of any building) (whether or not the Landlord has the right to do so) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of traffic or the connection with those works to underpin the Premises, the Landlord shall:
- giving the Tenant due notice of the works to be carried out;
 - consulting with the Tenant in order to avoid or limit potential interference;
 - taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - taking into consideration the quality of construction and workmanship;
 - taking reasonable steps to avoid or limit interference to the Premises by noise, dust and vibration (including, where practicable, consideration the Tenant's suggestions for limiting any interference);
 - making good any physical damage to the Premises or its contents.
10. The right, where necessary, to place equipment onto the Premises and to place scaffolding and other equipment on or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises made good;
 - the scaffolding caused no obstruction to the entrance to the Premises;
 - the scaffolding does not obstruct or interfere with any other tenant whose premises are adjacent to the Premises (including any other tenant whose premises are adjacent to the Premises) unless the Tenant has consented.

to its display; and

d) if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the exterior wall 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 upon any adjoining premises any restrictions or conditions similar to those imposed upon the premises.

12. The right to support and maintain any structure or fixture on the Premises.

13. All rights of light or air (whether or not reserved) be acquired by the Tenant.

constructed or interfered with by the Tenant to display a sign (approved by the Landlord) in front of the Premises so that it is visible to the public.

any purpose whatsoever and without imposing upon any restrictions or conditions similar to those imposed upon the premises.

under of the Estate from the Premises.

now exist or that might (but for this lease) exist.

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1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or registration in accordance with paragraph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.
3. When requested by the Landlord to produce a copy of any document relating to the Tenant's compliance with the relevant Regulations 2012 at the Premises.
4. To obtain, maintain and renew any licence or registration which is required in connection with the Permitted Use, and to comply with the terms and conditions of the licence or registration and any other regulations relevant to the Permitted Use.
5. Not to obstruct the movement of traffic on the Estate.
6. No vehicles may be parked in any service area within the Estate for longer than is reasonable for the purposes of loading or unloading goods or supplies and not to be parked overnight.
7. To comply with all relevant regulations on the estate roads within the Estate.
8. No mat, brush or mop water may be poured onto the Premises nor shall anything be thrown out of the window of the Premises.
9. Not to place harmful, toxic or flammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.
10. Not to overload any structure or vehicle at the Premises nor any vehicle on the Estate.
11. No blind should be fitted to any window of the Premises without the previous written approval of the Landlord.
12. Not without the Landlord's consent to allow any item to be stored or left on any open land including the Estate roads, tools, machinery or refuse.