

<p>LR1. Date of lease</p>
<p>LR2. Title number(s)</p>
<p>LR3. Parties to this lease</p> <p><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></p>
<p>LR4. Property</p> <p><i>Insert a full description of the property leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the property being leased is more fully described</i></p> <p><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></p>

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<p>date in full>></p>
<p>Landlord's title number(s)</p> <p><i>Enter the title number(s) out of which this lease is granted. If not registered, enter the title number(s) of the land on which the land is situated.</i></p> <p>Landlord's title number(s)>></p>
<p>Other title numbers</p> <p><i>Enter the title number(s) against which entries of the lease have been referred to in LR9, LR10, LR11 and LR13 have been made.</i></p> <p>Other title number(s)>></p>
<p>Name of Landlord>></p> <p>Address of Landlord>></p> <p>Company number>></p> <p>Name of Tenant>></p> <p>Address of Tenant>></p> <p>Company number>></p> <p>Name of Guarantor (if any)>></p> <p>Name of Guarantor>></p> <p>Address of Guarantor>></p> <p>Company number>></p> <p>Other parties</p> <p><i>Enter the name and capacity of each party, for example "agent company", "guarantor", etc.</i></p> <p>Name of other party>></p> <p>Address of other party>></p> <p>Company number>></p>
<p>Effect of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>></p>

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<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 the 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 Landlord and Tenant (Covenants) Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>the Leasehold Reform Act 1967</i></p> <p><i>the Leasehold Reform Act 1985</i></p> <p><i>the Leasehold Reform Act 1988</i></p> <p><i>the 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 to, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Registration Rules 2003.</i></p>	<p><i>including the commencement date>></i></p> <p><i>including the 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>

SAMPLE

landlord's covenant to (or offer to) this lease

Lord's contractual rights to acquire

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

Insert the relevant provisions or clause, schedule or paragraph of in this lease which contains the pr

LR11. Easements

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

Assessments granted by this lease for

sements granted or reserved by this
the Property for the benefit of other

LR12. Estate rentcharge burdened property

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

LR13. Application for standard restriction

Set out the full text of the standard restriction and the title against which it was entered. If you wish to apply for more than one standard form of restriction, you may use the same clause to apply for each of them, but you must specify which title and full text of the restriction you are applying against.

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

LR14. Declaration of trust where there is more than one person comprising the 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

‘Act of Insolvency’

means:

- (a) the Tenant or any guarantor has entered into a voluntary arrangement or arrangement for the benefit of any creditors;
- (b) the Tenant or any guarantor has made a proposal for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the Tenant or any guarantor has intended to appoint an administrator, or has made a proposal to do so, in connection with the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;
- (d) the Tenant or any guarantor has appointed a receiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;
- (e) the Tenant or any guarantor has gone into 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 Tenant or any guarantor has made a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the Tenant or any guarantor has been removed from the Register of Companies or has made an application for the Tenant or any guarantor to be removed from the Register of Companies;
- (h) the Tenant or any guarantor has otherwise ceased to exist (but excluding the case where the Tenant or any guarantor dies); or
- (i) the Tenant or any guarantor has made an application for a bankruptcy order, the

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

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

... intention to appoint an administrator, or has made a proposal to do so, in connection with the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

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

... 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;

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

... removed from the Register of Companies or has made an application for the Tenant or any guarantor to be removed from the Register of Companies;

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

... application for a bankruptcy order, the

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

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

analogous proceedings or events that
the legislation of another jurisdiction in
for incorporated or domiciled in such

means [REDACTED] exclusive of VAT;

means
surface
telecom
or utilities

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

has the **IVI** the Energy Performance of Buildings
(England) s 2012:

means:

- (a) the energy and associated generation of greenhouse gases;
- (b) the management; and
- (c) the impact arising from the use or operation of

means that the Insured shall:

- (a) keep the Premises insured in accordance with the Landlord's obligations;
- (b) insure the Premises for the full amount of the Insured's actual Rent;
- (c) insure the Premises for the full amount of the Insured's third party liability; and
- (d) obtain the necessary consents from the relevant authorities for insurance purposes from time to time.

and:

- (e) the Insured shall not be entitled to claim any amount deductible under any insurance policy in respect of the Premises or the Insured's liability which will incur in reinstating the Premises or the Insured's liability to the Landlord or the Insured's liability to the Landlord by an Insured Risk;
- (f) a sum of money shall be paid to the Insured by the Landlord if the insurers refuse to pay following a claim made by the Insured in respect of an Insured Risk to the Premises because of the Insured's failure to act; and

(g) any alterations as a condition of any Premises

premiums that the insurers may require or retention of any permitted any lawful occupier's use of the

'Insured Risks'

means the storm, overflow, aerial damage, terrorism, each car terms in and any time to exclusion

(subterranean fire), lightning, explosion, landslide, heave, earthquake, burst or apparatus, impact by aircraft or other dropped from them, impact by vehicles, and malicious damage to the extent, in available on normal commercial at the time the insurance is taken out, the Landlord reasonably insures from to any excesses, limitations and

'Interest'

means interest e.g. two Barclays reasonable

rate of interest on outstanding payments above the base rate for the time being of rate or that bank ceases to exist) a by the Landlord to the Tenant;

'Landlord'

includes

the immediate reversion to this Lease;

'Landlord's Neighbouring Property'

means land

by the Landlord near to the Premises;

'Permitted Use'

means use and Council

within use class B8 of the Town (es) Order 1987;

'Premises'

means the Lease and than ten

paragraph LR4 at the beginning of this and fittings in the Premises (other

'Rent'

means a

by this Lease;

'Rent Commencement Date'

means <

st to be paid>>;

'Rent Days'

means [year;

September and 25 December] in each

'Surveyor'

means the Landlord

from time to time appointed by the

'Tenant'

includes

assigns;

‘Term’	means	paragraph LR6 at the beginning of this Lease;
‘Title Matters’	means	set out in the following documents: <<insert list of documents>> and the Landlord's title to the Premises>>;
‘VAT’	means	any tax levied by the Value Added Tax Act 1994 (and any amendments thereto) and includes references to rent or other monies payable or receivable exclusive of any VAT charged or chargeable;
1.2	Unless the context	each reference in this Agreement to:
1.2.1	“writing”	includes any document in writing but not email;
1.2.2	a “working day”	means any day other than a Saturday, Sunday or Bank Holiday in England and Wales;
1.2.3	a statute or statutory provision	means a reference to that statute or provision as amended at the relevant time;
1.2.4	“this Agreement” or “this Schedule”	means a reference to this Agreement and each of the Schedules as amended at the relevant time;
1.2.5	a Schedule	means a reference to the relevant Schedule to this Agreement; and
1.2.6	a clause (other than a Schedule)	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 or not having separate legal personality;
1.3.2	words in the singular	shall include the plural and vice versa;
1.3.3	words in the masculine	shall include any other gender;
1.3.4	reference to a period of time	shall include any sooner determination of the period of time;
1.3.5	any covenant or obligation	shall include a duty to do an act or thing includes an obligation to cause such act or thing to be done;
1.3.6	reference to the acts, neglect or default of the Tenant	shall include the act, neglect or default of the Tenant and their respective servants and agents;
1.3.7	the clauses of this Lease	shall be construed as part of this Lease and are not to be construed in isolation or interpretation; and
1.3.8	reference to a document	shall include any document supplemental or

- collateral to the obligations of the Tenant pursuant to its terms.
- 1.4 The headings in this Lease 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 insofar as they may be reserved for the benefit of the Landlord's Neighbouring Premises, and subject to the Title Matters set out in the Second Schedule, and subject to the provisions of this Lease.
- 2.2 The Tenant must
- 2.2.1 pay the Annual Rent in advance by bankers' standing order (or by such other means as the Landlord so requires) on the Rent Days, the first of which shall be the first Rent Day, 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 expires;
- 2.2.2 pay on demand the Insurance Rent;
- 2.2.3 pay any other sums payable by the Tenant to the Landlord under this Lease; and
- 2.2.4 pay any VAT payable by the Tenant in respect of the Rent.
- 3. Tenant's Covenants**
- 3.1 The Tenant covenants
- 3.1.1 To pay the Rent to the Landlord 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 the Rent may be in arrears e.g. 7 days>> (whether or not the Landlord has demanded the Rent) and the Landlord refuses to accept rent so tendered, the Tenant must on demand pay Interest (at the rate of <<interest rate>> per annum in arrears) calculated on a daily basis on the amount of Rent so unpaid from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, and other financial impositions charged on the Premises, including
- a) tax (including stamp duty) payable; and
- b) any other sums 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 but not limited to, surface water drainage, electricity, oil,

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Premises

communications, internet, data
supplies or utilities supplied to the
(charges and meter rents).

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3.1.6 To keep
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damage results from any of the risks
insured under Clause 4.1.2 unless
money is refused by reason of any
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coverings in the Premises as often as
the final three months of the Term,
for coverings of a colour and quality

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inside of the Premises as often as is
the last three months before the end
external colour scheme must first be
coration must be carried out in a good
quality materials that are appropriate to
appropriate preparatory work.

3.1.9 To keep
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3.1.10 At the en

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c) to re

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matters including (but not limited to)
ts, asbestos surveys and reports, fire
s, and certificates relating to electrical

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the Tenant fails to remove them within
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the Landlord against any liability
party whose possessions have been

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- 3.1.12 To permit the Tenant to enter the Premises at reasonable times on reasonable prior notice (except in the case of an emergency) to enter and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or its agent or Surveyor) notice of any repairs or maintenance to be carried out or of any other failure by the Tenant to comply with its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.12 b) within a period of two months from the date of the notice; and
- b) if the Landlord or Surveyor gives to the Tenant (or its agent or Surveyor) notice in accordance with clause 3.1.12 a), to permit the Tenant to enter the Premises and carry out the works at the expense of the Tenant (or its agent or Surveyor) and to pay to the Landlord on demand (or to the Landlord's agent or Surveyor) the proper expenses of such works (including the costs of materials, labour, Surveyor's and other fees).
- 3.1.13 To allow the Landlord or its agent or Surveyor to exercise any right to enter the Premises to inspect, measure, test, photograph, film, video, or otherwise to do so for the purpose of carrying out its obligations as landlord, its contractors, agents and professional advisers at any reasonable time (whether or not during business hours) and, except in the case of an emergency, to give reasonable notice (which need not be in writing) to the Tenant;
- 3.1.14 To pay to the Landlord (or its agent or Surveyor) and on an indemnity basis all costs, charges, expenses (including legal costs and professional fees) properly incurred by the Landlord (or its agent or Surveyor) in connection with the performance of its obligations under this Lease of:
- a) the costs of the Tenant in carrying out its obligations under the covenants of this Lease;
- b) any costs incurred by the Landlord (or its agent or Surveyor) in carrying out its obligations in this Lease, including the costs of giving notice under section 146 of the Law of Property Act 1925;
- c) any costs incurred by the Landlord (or its agent or Surveyor) in carrying out its obligations under this Lease, where the Tenant has given notice to the Landlord for consent under this Lease, which consent is withdrawn or consent is granted or refused where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;
- d) [carrying out works to improve the Premises to improve their appearance, where the Tenant in its absolute discretion considers it necessary for the Premises to be in good condition at the end of the Term;] and
- e) the costs of preparing a schedule of dilapidations served on the Tenant at the end of the Term.

3.1.15 With rega

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises as sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous purpose, or for any business, manufacture, occupation or thing; and
- d) to use the Premises for the Permitted Use [and only between the hours of 9.00am to 5.00pm Mondays to Fridays (and not on bank holidays)].

3.1.16 With rega

- a) not to use the Premises in any adjoining premises;
- b) not to make any structural alterations to the Premises;
- c) [not to make any alterations to the Premises which would, or may have an adverse effect on the asset performance Certificate commissioned in connection with the Premises];
- d) [save as may be permitted in writing by the Landlord pursuant to clause 3.1.17 below,]not to make any internal or external 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 Ten

- remove or alter any partitioning or other internal or external structure, ventilation or air conditioning system or have an adverse impact on the performance of the Premises and which are subject to the Tenant:
- a) giving the Landlord at least <<notice period given to Landlord for carrying out any such works>> notice in writing;
 - b) carrying out the works in good and workmanlike manner and in accordance with any permission, consent or approval required;
 - c) reinsuring the Premises in their former state and condition on or before the date of completion of the works if the Landlord by notice in writing requires the Tenant to do so; and
 - d) informing the Landlord of the cost of any alterations or additions carried out and ensuring that the cost is practicable and so that the Landlord will not be required to effect any necessary increase in the amount of insurance cover for the Premises are insured unless the Tenant has agreed otherwise in writing.]

- 3.1.18 In all cases, the Tenant shall comply with the Building Regulations (Design and Management) and shall ensure that any works carried out to the Premises have the necessary consent is required for them under this Lease, 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 notice or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord, subject to that sign being of a size, of a material approved by the Landlord and at the end of the tenancy to remove any sign and make good any damage caused to the Premises by the sign.
- 3.1.20 With regard to the use of the Premises in respect of the Premises:
- a) to comply with the Building Regulations in relation to the Premises or to the Tenant's use of the Premises;
 - b) without the written consent of the Landlord, to take all necessary steps to comply with any notice or other communication and take any other action which the Landlord acting reasonably may require;
 - c) not to use the Premises for any purpose without the written consent of the Landlord;
 - d) to comply with all permissions relating to or affecting the Premises;
 - e) to comply with the Building Regulations (Design and Management) and shall ensure that any works to make a material alteration to the Premises in accordance with Regulation 4(8) to the effect that the Tenant shall be responsible for the costs of the works and to fulfil the obligations of the Landlord in relation to the Premises;
 - f) to keep the Premises at all times equipped with all fire prevention detection and alarm system which is required by law or by the insurers of the Premises and to comply with any requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
 - g) to notify the Landlord immediately of any defect or disrepair in the Premises and to ensure that the Landlord is liable under any law or regulation in relation to the Premises;
 - h) not to use the Premises for any purpose without the written consent of the Landlord to apply for an Energy Performance Certificate in respect of the Premises.
- 3.1.21 Not to acquire any rights or interests to be acquired over the Premises which may result in the acquisition of a right or

easement

a) the Tenant shall not assign the Lease to the Landlord; and

b) the Tenant shall not assign the Lease to the Landlord in any way that the Landlord requires in writing, provided that the Landlord meets the condition that the assignment is not adverse to the Tenant's business interests;

3.1.22 With regard to the assignment of the Lease,

a) not to assign the Lease to a third party or to a trust for another;

b) not to assign the Lease to a third party or to a trust for another who occupies the whole or any part of the Premises;

c) not to assign the Lease to a third party or to a trust for another who exercises possession or occupation of the whole or any part of the Premises;

d) not to assign the Lease to a third party or to a trust for another who occupies the whole or any part of the Premises;

e) not to assign the Lease to a third party or to a trust for another who occupies the Premises; and

f) not to assign the Lease to a third party or to a trust for another who occupies the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions set out in clause 3.1.23.

3.1.23 The conditions set out in this clause shall not apply to an assignment of the Lease to the Landlord or to a third party or to a trust for another who imposes in relation to an assignment of the Lease the following conditions:

a) that the assignee is a person who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of the Tenant under an authorised assignment of this Lease;

b) that the assignee is a person who, immediately before the assignment, was a guarantor of the Tenant's obligations under an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Assignment") in such form as the Landlord may require;

c) that the assignee is a person who, immediately before the assignment, was a guarantor of the Tenant's obligations under an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Assignment") in such form as the Landlord may require;

d) that the assignee is a person who, immediately before the assignment, was a guarantor of the Tenant's obligations under an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Assignment") in such form as the Landlord may require;

e) that the assignee is a person who, immediately before the assignment, was a guarantor of the Tenant's obligations under an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Assignment") in such form as the Landlord may require;

- in the event of the Tenant's failure to return the deposit; and
- f) that the Tenant has not paid any part of the Annual Rent or any other sums due under this Lease and that any material breach of the Lease by the Tenant has been remedied.
- 3.1.24 To permit the Tenant at any time during the Term to enter the Premises and to give to any suitable part of the Premises a notice to allow potential tenants and buyers to view the Premises at any times (accompanied by the Landlord or its agent).
- 3.1.25 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which could invalidate any insurance;
- a) to co-operate with the Landlord's insurers and not to do anything which could invalidate any insurance;
- b) if the Tenant is required 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 in connection with this Lease, to pay the Landlord any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord or any other person, except to the extent that the Landlord or any other person has paid such VAT under the Value Added Tax Act 1994.
- 3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, expenses, charges, costs, third party and the Landlord's own liabilities incurred in defending or settling any action, or in respect of any personal injury or death, or damage to property or any right arising from:
- a) the use of the Premises or the Tenant's use of the Premises;
- b) the use of the Premises or the Tenant's use of the Premises;
- c) the use of the Premises or the Tenant's use 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 may reasonably require, subject to the Tenant's obligations to the Landlord and all costs incurred by the Landlord in

b) to such extent as or limitations as the insurers may impose

4.1.3 Subject to any 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 such monies have been received or (as the case may be) to repair the Premises. The Landlord shall not be obliged to:

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

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

c) repair the Premises if the Tenant has failed to pay any of the Insured monies 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 without prejudice to any right or remedy of the Landlord for any breach of the tenant covenants of this Lease. Any monies payable by the Tenant (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and Agreements

5.1 The parties agree that:

5.1.1 any rent payable by the Tenant shall be paid in advance of time rent is allowed to be in arrears (whether formally demanded or not); and

5.1.2 the Tenant shall not assign the Lease or sub-lease the Premises or

5.1.3 there is a covenant

the Landlord may (or any part of them) at any time after this will not affect any right or remedy available to the Landlord.

5.2 If the Premises are damaged by any Insured Risk so as to be unfit for occupation and the insurance monies payable from the Tenant, the Tenant shall be liable to pay a fair proportion of it will cease to be available for a period of three years or until the Premises are occupied or used by the Tenant, whichever is the longer.

5.3 Nothing in this Lease shall release or modify the Tenant's obligations under any covenants, rights or conditions to which any adjoining Premises are subject.

5.4 The parties agree that no person who is not a party to this Lease has no right or interest in the Premises (Rights of Third Parties) Act 1999 to

- enforce any term
- 5.5 The Tenant acknowledges that its use of the Premises in this Lease constitutes or shall constitute a representation 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 in the deed or document to which they are a party, or any days' notice under this clause 6.
- 6.2 A notice served on a party to this Lease shall be deemed to have been served if it is served on:
- 6.2.1 a company registered in the United Kingdom;
 - 6.2.2 a person registered in a country outside the United Kingdom, the address for service in the United Kingdom of that person as stated in the deed or document to which they are a party, or any days' notice under this clause 6;
 - 6.2.3 anyone else who is a party to the Lease, at any postal address in the United Kingdom, at the time for the registered proprietor on the register of title, as stated in paragraph LR2.1 at the beginning of this Lease, or any days' notice under this clause 6;
- a) in the case of a company, at the registered office of the company;
- b) in the case of a person, at the address of that party set out in the deed or document to which they are a party, or any days' notice under this clause 6;
- c) in the case of a partnership, at the address of that party set out in the deed or document to which they are a party, or any days' notice under this clause 6;
- d) in the case of anyone else, at their last known address in the United Kingdom.
- 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 first class post or special delivery or 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 immediately following 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 day.
- 6.5 Service of a notice in accordance with this clause 6 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 termination in 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 the 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 termination in 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 the 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 (Social Housing) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he or she (or a person on behalf of the Tenant) has made a [declaration 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 acting in his or her own authority.
- 9.4 The Landlord and the Tenant agree that this Lease is made pursuant to section 38A (1) of the Housing Act 1988 and sections 24 to 28 (inclusive) of the Housing Act 1988 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 be bound 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) ending the Lease on the date of the disclaimer or forfeiture of this Lease would have ended if the disclaimer or forfeiture had not happened;

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

d) continue to pay the rents, any outgoings and all other sums due under this Lease on the term commencement date of the next Rent Review 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;

e) continue to pay the rents, any outgoings and all other sums due under this Lease on each Rent Review Date under this Lease from the term commencement date of the next Rent Review under this Lease;

f) otherwise do anything that the Landlord may require in writing and conditions as this Lease; or

10.2.2 pay the rents, any outgoings and all other sums due under this Lease during the period of 6 months following the disclaimer, forfeiture or the Tenant being struck off the register, the amount equivalent to the total of the rents, any outgoings and all other sums due under this Lease that would be payable by the Tenant during the period of 6 months following the disclaimer, forfeiture 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 of, or any concession allowed to the Tenant or the Guarantor;
 - 10.4.2 any variation of the obligations of the Guarantor (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 may have committed a breach;
 - 10.4.4 any death, bankruptcy, insolvency or change in the constitution or status of the Tenant or the Guarantor or of any other person who is liable, or of any party with any other person, any restructuring or reorganisation of the whole or any part of the assets or liabilities of any person;
 - 10.4.6 the existence of a winding up or liquidation in relation to the Guarantor of an Act of Insolvency;
 - 10.4.7 anything done or omitted to be done by the Landlord by deed.
- 10.5 The Guarantor shall not be liable for competition with the Landlord in the event of the insolvency of the Tenant. The Guarantor shall not take any security, indemnity or other benefit from the Tenant or any of 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. Applicable Law and Jurisdiction

- 11.1 This Lease and any dispute arising out of or in connection with it will be governed by the law of England and Wales.
- 11.2 Subject to clause 11.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, shall, to the exclusion of the courts of England and Wales, be referred to arbitration. The arbitration shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 11.3 Any party may apply to the courts of England and Wales for an order in relation to any non-contractual obligations arising out of or in connection with this Lease, including in relation to any non-contractual obligations, notwithstanding that the arbitration clause in this Lease, including in relation to any non-contractual obligations, shall not be subject to the jurisdiction of the courts of England and Wales.

THIS LEASE has been executed and dated

on the day on which it has been

[Execution clauses for landlords]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the landlord is a company)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

[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 tenant is an individual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

S

A

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<<Affix seal here>>

signature:

Director

signature:

[Director][Secretary]

signature:

Director

[Execution clauses for guarantors]

Executed as a deed by affixing
the common seal of
<<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]

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the company is a sole trader)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

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<<affix seal here>>

signature:

Director

signature:

[Director][Secretary]

signature:

Director

(signature)

Address _____

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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, internet, data communications and similar supplies or utilities.
2. The right to support and use any services from any adjoining premises owned by the Landlord.
3. [The right in common with others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles from the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - c) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over the Landlord's Neighbouring Property or any part of it 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 over the Premises of, foul and surface water drainage, electricity, oil, telecommunications, internet, data and other services from and to any adjoining or neighbouring premises and the Premises.
2. The right to enter the Premises for:
 - a) review or measure the performance of the Premises including to install and to monitor the same in order 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:
 - a) build on or into any land on 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 or required to do so in connection with this Lease that the Landlord is expressly entitled to for any other reasonable purposes in connection with the Lease. The Landlord must:
 - a) give the Tenant at least 14 days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and must make that representative available);
 - c) observe any specific requirements of 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 work, obtain the Tenant's approval to the location, method of working and execution of, the work;
 - h) remain upon the Premises for as long as is reasonably necessary; and

- i) where reasonably practicable, the right to carry out works outside the normal business hours of the Premises;
6. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof for the Landlord may require.]
7. The right to carry out works on any adjoining premises (whether or not the Tenant is to do so) as the Landlord in its absolute discretion considers necessary in connection with those works to underpin and shore up the Premises:
- giving the Tenant due notice of the works to be carried out;
 - consulting with the Tenant in relation to the prevention of 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 minimise any 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.
8. The right, where necessary, to place scaffolding and other equipment onto the Premises and to use the same for 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 causes no obstruction to the entrance to the Premises;
 - the scaffolding does not display any signs or notices (except for any health and safety notices) which are visible to any other tenant whose premises are adjacent to the Premises (including any common area) unless the Tenant has consented to its display; and
 - if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall, at the request of the Tenant, display a sign (approved by the Landlord) on the exterior of the Premises in front of the Premises so that it is visible to the public.
9. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon or conditions similar to those imposed on the Tenant by any neighbouring premises any restrictions on the Tenant.
10. The right to support and maintain any building or structure from the Premises.
11. All rights of light or air which now exist or that might (but for this

reservation) be acquire

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1. Not without the Landlord's written consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.

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2. To make any application for a licence or registration required to use the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant Regulations.

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3. When requested by the Landlord to provide 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 of the Premises and 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 Landlord's Neighbouring Property.

6. No vehicles may be parked on the Landlord's Neighbouring Property for more than is reasonably necessary for the purposes of loading or unloading of goods and no vehicles may remain overnight.

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7. To comply with all relevant regulations on the estate roads within the Landlord's Neighbouring Property.

8. No mat, brush or mop may be placed outside the Premises nor shall anything be thrown out of the window or door.

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 parked on the Premises.

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 written consent to allow any item to be stored or left on any open land included in the Lease, tools, machinery or refuse.

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