

<b>LR1. Date of lease</b>	date in full>>
<b>LR2. Title number(s)</b>	<b>Landlord's title number(s)</b>  ...er(s) out of which this lease is granted. ...k if not registered. ...andlord's title number(s)>>  <b>Other title numbers</b>  ...le number(s) against which entries of ...ferred to in LR9, LR10, LR11 and LR13 ...made. ...her title number(s)>>
<b>LR3. Parties to this lease</b>  <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>	...ame of Landlord>> ...dress of Landlord>> ...company number>>  ...ame of Tenant>> ...dress of Tenant>> ...company number>>  <b>(if any)</b> ...ame of Guarantor>> ...dress of Guarantor>> ...company number>>  <b>Other parties</b> ...capacity of each party, for example ...ent company", "guarantor", etc. ...ame of other party>> ...dress of other party>> ...company number>>
<b>LR4. Property</b>  <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.           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>	<b>In the event of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b>  ...erty [shown edged red on the plan to this lease and] known as <<Insert Property>>

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# SAMPLE

<p><b>LR5. Prescribed statements etc.</b></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><b>LR6. Term for which the Property is let</b></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&gt;&gt;</i></p> <p><i>including expiry date&gt;&gt;</i></p> <p><i>as specified in this lease at clause/paragraph &lt;&lt; &gt;&gt;</i></p> <p><i>as follows:</i></p> <p><i>term&gt;&gt;</i></p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none"&gt;&gt;</i></p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></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><b>LR9. Rights of acquisition etc.</b></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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tenant's covenant to (or offer to) this lease

landlord's contractual rights to acquire

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

*Insert the relevant provisions or refer to the clause, schedule or paragraph of 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.*

easements granted by this lease for the benefit of the Property

easements granted or reserved by this lease for the benefit of the Property for the benefit of other

**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.*

**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 do so by applying a clause to apply for each of them, or by applying against which title and the full text of the restriction you are applying.*

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

**LR14. Declaration of trust where more than one person comprises 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 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 application for an administration order or the making of an administration 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 appoint an administrator, or the making of an appointment of 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 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 receipt of a dividend by a receiver or manager or an administrative receiver in respect of the property or income of the Tenant or any guarantor;

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

(e) the making of an application for a winding-up order or a winding-up order in respect of the Tenant or any guarantor, or the making of a winding-up order or a winding-up order in respect of the Tenant or any guarantor, or the making of a winding-up order or a winding-up order in respect of the Tenant or any guarantor, or the making of a winding-up order or a winding-up order in respect 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;

(f) the making of an application for a winding-up order or a winding-up order in respect of the Tenant or any guarantor, or the making of a winding-up order or a winding-up order in respect of the Tenant or any guarantor, or the making of a winding-up order or a winding-up order in respect of the Tenant or any guarantor, or the making of a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

... winding-up order or a winding-up order in respect of the Tenant or any guarantor;

(g) the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

... of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

(h) the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

... or otherwise ceasing to exist (but not if the Tenant or any guarantor dies); or

(i) the making of an application for a bankruptcy order, or the making of a bankruptcy order, or the making of a bankruptcy order, or the making of a bankruptcy order;

... for a bankruptcy order, the



**‘Interest’**

risks against

Landlord insures from time to time;

**‘Landlord’**

includes

the immediate reversion to this Lease;

**‘Letting Unit’**

means  
Estate  
caretaker  
letting of  
the man

or other unit of accommodation on the  
accommodation provided for a porter or  
the exclusively occupied (or intended for  
otherwise than solely in connection with  
the provision of services to the Estate;

**‘Permitted Use’**

**[ENGLAND]**  
**E(g)]** of

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

**OR**

**[WALES]**  
Town and

within use classes [B1 B2 and B8] of the  
Use Classes) Order 1987];

**‘Premises’**

means  
Lease in

paragraph LR4 at the beginning of this

(a) the  
plaster  
columns

other surface finishes and internal  
bounding the Premises and all

(b) every  
and

windows including the glass, the frames

(c) the  
Premises

walls and partitions lying within the

(d) the  
Premises  
which  
suspension  
comprise

ings or other surface finishes of the  
of the joists or other structures to  
including for the avoidance of doubt the  
all comprise the ceiling tiles and the  
;

(e) the  
surface

surfaces of the floors down to the upper  
structures to which the floors are fixed;

(f) any  
such

Premises including the guard rails of

(g) all

Premises exclusively;

(h) all  
below  
fittings  
excluded

and water and sanitary apparatus  
Premises and all other fixtures and  
than tenant's fixtures and fittings) not

but the

(a) any  
above  
the  
structure

than any matters expressly included  
side of the joists or structures to which  
the upper surfaces of the joists or  
are fixed including the floor slab the

- roof or slab of the balcony (if any);
- (b) any joists and other load bearing parts of the internal or structural walls or load bearing columns or those surface finishes and coverings not expressly included above;
- (c) any fittings which do not serve the Premises exclusively;

**‘Rent’** means the sum payable by this Lease;

**‘Rent Commencement Date’** means the date first to be paid>>;

**‘Rent Days’** means the days [1 January, 1 September and 25 December] in each year;

**‘Retained Property’** means the property which are not Letting Units including (but not limited to):

- (a) the
- (b) all the Estate except any that exclusively serve the Unit;
- (c) the walls, foundations and roofs which are not included in the other Letting Units if they were let on the same basis as the

**‘Superior Landlord’** means the person at any time being landlord under the Superior Lease;

**‘Superior Lease’** means the lease >> and made between (1) <<name of landlord>> and (2) <<name of tenant>>;

**‘Surveyor’** means the person from time to time appointed by the Landlord, the Superior Landlord;

**‘Tenant’** includes the person who assigns;

**‘Term’** means the term of the Lease; paragraph LR6 at the beginning of this

**‘Title Matters’** means the matters set out in the Superior Lease and in the following list of documents affecting the landlord's title to the

**‘VAT’** means the Value Added Tax Act 1994 (and any amendments) and references to rent or other monies payable exclusive of any VAT charged or chargeable

- 1.2 Unless the context requires otherwise, each reference in this Agreement to:
- 1.2.1 “writing” means writing but 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 in force at the relevant time;
  - 1.2.4 “this Agreement” means this Agreement and each of the Schedules thereto 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 (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 number include the plural and vice versa;
  - 1.3.3 words in the masculine gender include any other gender;
  - 1.3.4 reference to a period of time include any sooner determination of the Term;
  - 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 reference to the acts or omissions in default of the Tenant include the act, omission or neglect of the Tenant or of the Premises and their respective servants or agents;
  - 1.3.7 the clauses of this Lease and are not to be taken into account for the purpose of construction or interpretation; and
  - 1.3.8 reference to a document supplemental or collateral to this Lease includes 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.
- 1.5 Whenever the Tenant is required to obtain the consent or approval of the Superior Landlord, the Tenant shall also obtain the consent or approval of the Superior Landlord.

## 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 it may be inconsistent with the benefit of the Estate the rights set out in the Second Schedule shall be deemed to be subject to the Title Matters.
- 2.2 The Tenant must
- 2.2.1 pay the Annual Rent in advance by bankers' standing order (or by any other method which the Landlord so requires) on the Rent Days, beginning on the date of this Lease for the period commencing on the Commencement Date and ending on the day before the day on which the term of the Lease expires;
- 2.2.2 on demand pay to the Landlord a sum equal to 10 per cent of the insurance rent payable under the Superior Lease;
- 2.2.3 on demand pay to the Landlord a sum equal to 10 per cent of the service charge payable under the Superior Lease;
- 2.2.4 pay to the Landlord any other sums payable by the Tenant to the Landlord under this Lease; and
- 2.2.5 pay any VAT payable by the Tenant.
- 3. Tenant's Covenants**
- 3.1 The Tenant covenants
- 3.1.1 To pay the rent in the manner stated without any legal or equitable set-off or counterclaim unless required by law.
- 3.1.2 If any sum of rent is unpaid for more than <<maximum length of time rent may be in arrears e.g. 7 days>> (whether or not the Landlord formally demands payment) and the Landlord refuses to accept rent so payable, the Tenant must on demand pay Interest (at the rate of 10 per cent per annum in arrears) calculated on a daily basis on the amount of rent so payable from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, and financial impositions charged on the Premises or in respect of the Premises or the use thereof
- 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, gas, water, telephone, telegraph, communications, internet, data, and other services, supplies or utilities supplied to the Premises (including but not limited to charges and meter rents).
- 3.1.5 If the Landlord is damaged or loses any benefit because it has been allowed during the term of the Lease to use the Premises for any purpose other than the good that loss to the Landlord on

demand.

3.1.6 To keep the Premises in good substantial repair and condition and to make good any damage results from any of the Insured Risks unless the insurance money is refused by the Insurer (as a result of the Tenant).

3.1.7 [To clean and polish the coverings in the Premises as often as is reasonable and to renew and replace or coverings of a colour and quality as first approved by the Landlord.

3.1.8 To decorate the Premises (both the outside (if any) and the inside of the Premises) as often as is reasonable and also in the last three months of the Term, to make any changes in the external colour of the Premises as approved by the Landlord. All decoration must be carried out in a proper manner using good quality materials and to include all appropriate repairs to the Premises and include all appropriate

3.1.9 To keep the Premises tidy and to ensure that the Premises are not built upon clean and

3.1.10 At the end of the Term the Tenant shall be bound to deliver to the Landlord in the repair and condition required by the Landlord

a) to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises

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) asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations and

3.1.11 If, following the end 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; and

b) the Landlord shall be liable to the Landlord against any liability incurred by any party whose possessions have been sold or disposed of in mistaken belief that the possessions belong 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 Superior Landlord at all reasonable times on reasonable notice (except in emergency) to enter and inspect the Premises;
- a) if the Superior Landlord or their agents or Surveyor gives written notice on the Premises) notice of any repairs or maintenance which the Tenant has failed to carry out or the Tenant to comply with its obligations in relation to the Premises and/or remedy such failure within a period of two months (or sooner if required); and
  - b) if the Superior Landlord, by notice in writing with clause 3.1.12 a), to permit the Superior Landlord to enter the Premises and carry out the repairs or maintenance at the expense of the Tenant and to pay to the Landlord a sum equal to the cost of such works (including all legal costs, fees and other charges) demanded (recoverable as a contractual debt due to the Superior Landlord);
- 3.1.13 To allow the Superior Landlord to exercise any right to enter the Premises to do so as may be necessary for the contractors, agents and professional advisers of the Superior Landlord to enter the Premises at any reasonable time (whether by day or night) 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 Superior Landlord, in the case may be, the Superior Landlord on demand the sum of all costs, charges, fees and other expenses incurred by the Superior Landlord and Surveyor's and other professional fees) payable by the Tenant to the Superior Landlord (or any other person) in connection with or in consequence of the Tenant's breach of any of the covenants of this Lease;
- a) the cost of the repairs or maintenance of the Premises;
  - b) any costs, charges, fees and other expenses incurred by the Superior Landlord in connection with or in consequence of the Tenant's breach of any of the obligations in this Lease, including the costs of the Superior Landlord's notice under section 146 of the Law of Property Act 1954;
  - c) any costs, charges, fees and other expenses incurred by the Superior Landlord for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused, in cases where the Landlord or the Superior Landlord is required to act reasonably and they have acted reasonably;
  - d) [carrying out the repairs or maintenance of the Premises to improve their condition, where the Tenant in its absolute discretion has failed to do so, and the Landlord doing so;] and
  - e) the cost of the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.
- 3.1.15 With regard to the use of the Premises:
- 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 on Mondays to Fridays (and not on bank holidays or public holidays)].

#### 3.1.16 With regard to:

- a) not to interfere with 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 management or performance Certificate commissioned in respect of the Estate;] and
- d) [save as may be permitted in 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 Tenant shall not, without the prior written consent of the Landlord, erect, alter or remove any partitioning or other internal or external partitioning which does not affect the structural integrity of the building or adversely affect the mechanical ventilation or heating system of the building or have an adverse impact on the safety or security of the Premises or the Estate and which shall be subject to the Tenant's fixture subject to the Tenant:

- a) giving the Landlord at least <<notice period given to carry out any such works>> notice in writing of any such works;
- b) carrying out any such works in good and workmanlike manner and in accordance with any necessary permission, consent or approval of the relevant authorities;
- 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 paid except any which are trade or tenant's fixtures and fittings which are to be retained 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 where the Tenant is required to carry out any works carried out to the Premises in accordance with the Building Regulations (Design and Management) Regulations 2006, the Tenant shall ensure that the works are carried out in accordance with the Building Regulations (Design and Management) Regulations 2006.

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# A

ce or advertisement on the outside of  
le outside the Premises other than a  
name in the position specified by the  
state and on the entrance door to the  
being of a size, design, layout and  
ord and at the end of the Term to  
good any damage caused to the  
ldlord.

respect of the Premises:

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# F

- 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 Premises:

- a) not to use the Premises as a dwelling for another;
- b) not to use the Premises to occupy the whole or any part of the Premises;
- c) not to use the Premises for the 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 for the whole or any part of the Premises; and
- f) not to use the Premises 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 Premises shall be such as to impose in relation to an assignment of the Lease:

- a) that the Tenant shall not assign the Lease to anyone who, immediately before the assignment, is not 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 Tenant shall not assign the Lease to anyone who, immediately before the assignment, is not a guarantor of the Tenant's covenants in this Lease (an "Authorised Guarantor") in such form as the Landlord may require in writing;
- c) that the Tenant shall not assign the Lease to anyone who, in the Landlord's reasonable opinion of the time of the assignment, is not sufficient to enable it to comply with the conditions contained in this Lease;
- d) that the Tenant shall not assign the Lease to anyone who, in the Landlord's reasonable opinion of the time of the assignment, is not acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require in writing;
- e) that the Tenant shall not assign the Lease to anyone who, in the Landlord's reasonable opinion of the time of the assignment, is not acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require in writing; and

- f) that the Tenant is not responsible for the Annual Rent or any other payments 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, the Tenant shall:
- a) to comply with the requirements of the Landlord's or the Superior Landlord's policies, to do or omit to do anything which could result in the Landlord or the Superior Landlord being liable; and
  - b) if the Tenant is required to do anything which increases any insurance premium by the Landlord or the Superior Landlord, to pay the increased premium to the Landlord on demand.
- 3.1.26 To pay VAT in connection with the supply of any supply made to the Tenant in connection with this Lease, on the due date for making any payment or, if earlier, on 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 connection with any VAT incurred on that sum by the Landlord or the Tenant, except to the extent that the Landlord or the Tenant 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, 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 the Tenant notice of the claim as soon as reasonably practicable;
  - b) provide the Tenant with information and assistance in relation to the claim, subject to the Tenant providing all costs incurred by the Landlord in connection with the claim; and

- c) mitigate the Landlord's cost) where it is reasonable for the Landlord to do so;
- 3.1.30 With regard to the Premises, the Tenant shall:
- a) to take all necessary measures to prevent any damage to the Common Parts (without limitation) when bringing in or removing luggage from the Premises;
  - b) to use the Common Parts, passage, staircase, lavatories and water closets in a careful manner and to make good any damage caused by improper or careless use;
  - c) to keep the Common Parts, passages and staircases in the Common Parts in good repair and in good construction at all times.
- 3.1.31 To comply with the provisions set out in the Third Schedule and any other regulations made by the Landlord or the Superior Landlord in the interests of good estate management;
- 3.1.32 To pay or contribute towards a fair proportion (to be determined by the Landlord) of the costs and expenses properly incurred by the Landlord in insuring, repairing, replacing, maintaining (where appropriate) lighting any Conduits, structures or other premises used or are capable of being used by the Premises;
- 3.1.33 Within 21 days of the termination, transfer, underlease or charge of the Premises by the Tenant, any undertenant or any other person) to provide to the Landlord the relevant document together with updated copies of the relevant registered titles to the Landlord.
- 3.1.34 If this Lease is subject to compulsory registration at the Land Registry, the Tenant shall ensure that this Lease to apply to the Land Registry and once the registration has been completed, to provide to the Landlord copies of the relevant titles to the Landlord.
- 3.1.35 At the end of the Lease and as the Landlord reasonably requires, the Tenant shall remove entries in relation to it from the relevant registered title.
- 3.1.36 To notify the Landlord of the guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure the guarantor to execute a deed of guarantee in the same terms as the original guarantor.
- 3.1.37 To comply with the obligations in the Superior Lease insofar as they apply to the terms of this Lease.

#### 4. Landlord's Covenants

##### 4.1 The Landlord covenants



4.1.1 Subject to the Tenant complying with the provisions of this Lease, the Tenant shall have quiet enjoyment of the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord.

4.1.2 To pay the rent service charge and insurance premiums properly due under the Superior Lease.

4.1.3 To take the necessary steps to discharge the obligations of the Superior Lease.

## 5. Provisos and Agreements

5.1 The parties agree that:

5.1.1 any rent or service charge (whether or not due (whether formally demanded or not); or

5.1.2 the Tenant shall not be liable for

5.1.3 there is no obligation on the Landlord to

the Landlord may, at any time after the expiry of the Lease, and on doing so, shall not be liable for any loss or damage to the Premises or any part of them) at any time after the expiry of the Lease, and 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, the insurance money payable from the Tenant, or the insurance money payable from the Landlord, whichever is the case, shall be applied to the repair or reconstruction of the Premises for a period of three years or the period of occupation or use by the Tenant, whichever is the longer.

5.3 Nothing in this Lease shall release or modify the obligations of the Tenant 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 to enforce any term of this Lease (Rights of Third Parties) Act 1999 to the extent that it applies to this Lease.

5.5 The Tenant acknowledges that the Premises may lawfully be used for any purpose permitted by the Landlord.

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 with this Lease must be in writing and sent by pre-paid special delivery to or otherwise delivered to or left at the address under clause 6.2 or to any other address in the United Kingdom which the tenant has specified as its address for service by giving 7 working days' notice under this clause 6.

6.2 A notice served

6.2.1 a company or partnership registered in the United Kingdom at its registered office;

6.2.2 a person domiciled in a country outside the United Kingdom at the address for service in the United Kingdom specified in the deed or document to which they are a party or which has been given at their last known address;

6.2.3 anyone else

a) in the United Kingdom at any postal address in the United Kingdom at the time for the registered proprietor on the title at paragraph LR2.1 at the beginning of this Lease or which is given, at its last known address in the United Kingdom;

b) in the United Kingdom at the Premises;

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

d) in the United Kingdom, at their last known address in the United Kingdom;

6.3 Any Notice given by post shall be treated as served on the second working day after the date of posting by first class post or special delivery or at the time the notice is delivered to the recipient's address if delivered to or left at that address.

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

6.5 Service of a notice by post shall not be a valid form of service under this Lease.

## 7. [Termination by Landlord]

7.1 The Landlord may terminate the Lease at any time [after <<insert date>>] by giving to the Tenant a written notice of the period to terminate lease e.g. 3 or 6 months>> not less than the period specified in the notice.

7.2 If the Lease ends by termination under this clause, this will not affect the rights of any party for any period specified in this Lease.

7.3 The Landlord shall be entitled to recover all payments of Rent that relate to a period after the termination of the Lease.]

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## 10. [Guarantor's Covenant]

- 9.4 The Landlord and Tenant shall be bound by the provisions of the Landlord and Tenant (Covenants) Act 1995, sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995, in relation to the tenancy created by this Lease.

- 10.1.2 Covenant to Indemnify. The Tenant shall be the primary obligor, and separate to the covenant to indemnify the Landlord against all losses, damages, costs and expenses caused to the Landlord by the Tenant's operations or comply with the Tenant's obligations under any supplemental documents to this Lease.

- Lease);
- 10.1.3 Covenants of the Guarantor. The Guarantor is the primary obligor to indemnify the Landlord for all losses, damages and expenses caused to the Landlord by the Guarantor proposing or entering into any company arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10.
- 10.2 If the Landlord notifies the Guarantor within three months after the date of 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 Guarantor's option, including payment of the Landlord's costs) do either of the Premises:
- a) for a period of 6 months having effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;
  - b) ending on the date on which this Lease would have ended if the disclaimer or forfeiture had not happened;
  - c) at the Guarantor's option, to pay the sums payable;
  - d) continue to pay the rent on the term commencement date of 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;
  - e) continue to pay the rent on each Rent Review Date under this Lease from the term commencement date of the next Rent Review Date;
  - f) otherwise, in accordance with the terms and conditions as this Lease; or
- 10.2.2 pay the Landlord the rents, any outgoing and all other sums due under this Lease, together with the amount equivalent to the total of the sums due under this Lease that would be payable by the Guarantor for a period of 6 months following the disclaimer, forfeiture or the date of the payment in full, the Landlord must release the Guarantor from its obligations under this clause 10 (but that will not affect the Guarantor's obligations in relation to any prior breaches).
- 10.3 If clause 10.2.2 is exercised, the Guarantor must release the Landlord from its obligations under this clause 10 (but that will not affect the Guarantor's obligations in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 are discharged or discharged by:
- 10.4.1 any failure by the Guarantor to enforce in full, or any delay in enforcement by the Landlord, or any concession allowed to the Tenant or
- 10.4.2 any variation of the terms of the Lease that a surrender of part will end the

Guarantor (subject of the surrendered part);

10.4.3 any right or interest in the Land which the Tenant or the Guarantor may have;

10.4.4 any death, bankruptcy, insolvency or change in the constitution or status of the Tenant or of any other person who is liable, or of the Land;

10.4.5 any amalgamation, reconstruction, reorganisation or other transaction involving any party with any other person, any change in the ownership of the whole or any part of the assets or liabilities of any person;

10.4.6 the existence of a winding-up order or a declaration of insolvency in relation to the Guarantor or of an Act of Insolvency in relation to the Land;

10.4.7 anything which the Landlord may require by deed.

10.5 The Guarantor shall not be liable for competition with the Landlord in the event of the insolvency of the Guarantor and shall not take any security, indemnity or other benefit from the Tenant in respect of the Tenant's obligations under this Lease.

10.6 Nothing in this Lease shall create any liability on the Guarantor that exceeds the liability which it would have if it were the tenant of this Lease.]

## 11. Applicable Law and Jurisdiction

11.1 This Lease and the obligations 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 extent permitted by law, be referred to the courts of England and Wales. The parties agree that any dispute arising out of or in connection with this Lease shall be referred to the courts of England and Wales in relation to any non-contractual obligations.

11.3 Any party may seek to bring a dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations, before the courts of any other competent jurisdiction.

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

[Execution clauses for landlord]

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

\_\_\_\_\_  
<<Affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

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

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR (execution clause where)**

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

\_\_\_\_\_  
<<affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

Executed as a deed by  
<<Guarantor'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  
<<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 two individuals)**

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

\_\_\_\_\_  
(Signature)

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
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## 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 performance of 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, provided that the Landlord must:
  - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Landlord must make that representative as much notice as may be reasonably practicable);
  - b) observe the Tenant's instructions (where that includes being accompanied by the Tenant's representative, the Landlord must make that representative as much notice as may be reasonably practicable);
  - c) observe any specific instructions relating to 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, outside of any rights outside the normal business hours of the Premises.
6. In an emergency, or where it is reasonably necessary, the Landlord may close off or restrict access to the Premises so long as (except in an emergency) alternative facilities are provided which are not materially less convenient.
7. The right to change, extend, alter, add to, or remove any of the Common Parts or Conduits so long as:
- alternative facilities are provided which are not materially less convenient; or
  - if no alternative is provided, the enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use any of the Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce the width of the Common Parts, so long as the remaining areas are reasonably adequate for the purposes.
9. The right to carry out works on any adjoining premises (whether or not owned by the Landlord or the Superior Landlord in its capacity as Landlord) as the Landlord or the Superior Landlord considers fit (whether or not these works interfere with the flow of traffic or otherwise) and the right in connection with those works to underpin the Premises subject to the Landlord:
- giving the Tenant due notice of the works to be carried out;
  - consulting with the Tenant in order to avoid or minimise 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 minimise interference to the Premises by noise, dust and vibration (including, without limitation, 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 scaffolding and other equipment onto the Premises and to place or erect or use or remove or of 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 or its contents made good;
  - the scaffolding caused no obstruction to the entrance to the Premises or to any other part of the Premises as is reasonably practicable to the Landlord;
  - the scaffolding does not obstruct or interfere with any other tenant whose premises are adjacent to the Premises (including, without limitation, any other tenant whose premises are adjacent to the Premises) unless the Tenant has consented in writing to the use of the scaffolding.

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 rear garden for any purpose whatsoever and without imposing upon any adjoining premises any restrictions or conditions similar to those imposed on 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.

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.

any purpose whatsoever and without imposing upon any adjoining premises any restrictions or conditions similar to those imposed on the Premises;

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1. Not without the Landlord's prior written consent to keep any inflammable, volatile or explosive material in the Premises.
2. To make any application for a licence or registration in paragraph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that no question is necessary for the Tenant's business and will be kept in accordance with the relevant legal requirements.
3. When requested by the Landlord or Landlord, to provide a copy of any document relating to the Premises in accordance with the Control of Asbestos Regulations 2012 at the Landlord's expense.
4. To obtain, maintain and renew any licence or registration which is required in connection with the Permitted Use in accordance with the terms and conditions of the licence or registration and any other provisions 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 remain overnight.
7. To comply with all regulations on the estate roads within the Estate.
8. No mat, brush or mops to be thrown out of the window of 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, the Landlord or Landlord.
10. Not to overload any structure at the Premises nor any machinery or equipment on the Premises.
11. No blind should be fitted to the Premises without the previous written approval of the Landlord as to colour and type.
12. Not without the Landlord's prior written consent to allow any item to be stored or left on any open land including tools, machinery or refuse.