

S

A

M

P

L

E

<p>LR1. Date of lease</p>	<p><<Insert date in full>></p>
<p>LR2. Title number(s)</p>	<p>LR2.1 Landlord's title number(s)</p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p><<Insert Landlord's title number(s)>></p> <p>LR2.2 Other title numbers</p> <p><i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> <p><<Insert other title number(s)>></p>
<p>LR3. Parties to this lease</p> <p><i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i></p> <p><i>For overseas entities, see the Companies Act 2006, section 1043A and the Companies (Overseas Entities) Regulations 2009.</i></p> <p>a) <i>The territory of incorporation of the Landlord</i></p> <p>b) <i>The overseas company name of the Landlord as registered in the Companies House register, the Tenant pursuant to the Companies Act 2006, section 1043A and the Companies (Overseas Entities) Regulations 2009. If the Landlord is an 'overseas entity ID number' holder, the ID number.</i></p> <p>c) <i>Where the entity is not registered in the Companies House register, the place of business of the Landlord and the registered number of the Landlord in the Companies House register.</i></p> <p><i>Further details on overseas entities are found in practice guide.</i></p>	<p>Landlord</p> <p><<Insert name of Landlord>></p> <p><<Insert address of Landlord>></p> <p><<Insert company number>></p> <p>Tenant</p> <p><<Insert name of Tenant>></p> <p><<Insert address of Tenant>></p> <p><<Insert company number>></p> <p>Guarantor (if any)</p> <p><<Insert name of Guarantor>></p> <p><<Insert address of Guarantor>></p> <p><<Insert company number>></p> <p>Other parties</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p><<Insert name of other party>></p> <p><<Insert address of other party>></p> <p><<Insert company number>></p>
<p>LR4. Property</p> <p><i>Insert a full description of the property being leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or schedule in this lease to which the property being leased is referred.</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>></p>

S

A

M

P

L

E

Where there is a letting of part of the title, a plan must be attached to the title and any floor levels must be specified

LR5. Prescribed statements etc

If this lease includes a statement that complies with rule LR5.1, insert under that sub-rule a relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

This lease is made under, or by virtue of, provisions of:
the Leasehold Reform Act 1967
the Leasehold Reform Act 1985
the Leasehold Reform Act 1988
the Leasehold Reform Act 1996

LR6. Term for which the Property is let

Include only the appropriate statement (or statements completed) from the three options below

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

including the commencement date>>

including the expiry date>>

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

as follows:
the term>>

LR7. Premium

Specify the total premium, including VAT where payable.

the premium or "none">>

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

the lease contains a provision that prohibits or restricts dispositions.

S

A

M

P

L

E

LR9. Rights of acquisition

Insert the relevant provisions of the lease clauses or refer to the paragraph of a schedule which contains the provision

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

None

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

None

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

None

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

Insert the relevant provisions of the lease clause, schedule or part in this lease which contain the restriction

None

LR11. Easements

Refer here only to the paragraph of a schedule which sets out the easements

LR11.1 Easements granted by this lease for the benefit of the Property

Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Schedule 2

LR12. Estate rent charged on the Property

Refer here only to the paragraph of a schedule which sets out the rent charged

None

LR13. Application for planning permission or other restriction

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

N/A

S

apply for each of them, tell us who
against which title and set out the
the restriction you are ap

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

**LR14. Declaration of trust where
more than one person comp
Tenant**

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

*If the Tenant is more than o
complete this clause by omitting o
inapplicable alternative statement*

A

nt is more than one person. They are to
property on trust for themselves as joint

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

M

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

1. Definitions and Interpret

1.1 In this Agreement
terms shall have

text otherwise requires, the following

'Act of Insolvency'

means:

(a) the
or
cre

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

(b) the
of a

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

(c) the
filing
app
adr

intention to appoint an administrator, or the
described documents in connection with the
administrator, or the appointment of an
relation to the Tenant or any guarantor;

(d) the
rec
gua

receiver or manager or an administrative
property or income of the Tenant or any

(e) the
Ter
am
whi
Rec

voluntary winding-up in respect of the
except a winding-up for the purpose of
of a solvent company in respect of
of solvency has been filed with the

P

L

E

S

A

M

P

L

E

petition for a winding-up order or a winding-up order of the Tenant or any guarantor;

of the Tenant or any guarantor from the Register of Companies on the making of an application for the Tenant or any guarantor to be struck-off;

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

an application for a bankruptcy order, the presentation of an application for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

This includes any analogous proceedings or events that may be brought under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.

'Annual Rent'	rent>> per year exclusive of VAT;
'Common Parts'	footpaths, yards, halls, passageways, fire escapes, stairs, landings [which are shown edged yellow on the plan of the Estate] and any other areas of the Estate which are common by the tenants and occupiers of the Estate, and the fixtures and fittings thereon;
'Conduits'	for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data communications and similar supplies or utilities;
'Energy Performance Certificate'	given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;
'Environmental Performance'	the following: the generation of energy and associated generation of greenhouse gas emissions; the consumption of water; the maintenance and management; and the environmental impact arising from the use or operation of the Unit.

S

'Estate'		building known as <<address of building>> with title number <<title number>> including all additions and
'Insured Risks'		re (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or rupture of pipes, tanks or apparatus, impact by aircraft or other vehicles, impact by any articles dropped from them, impact by vehicles, vibration, commotion and malicious damage and any other risks which the Superior Landlord insures from time to time;
'Interest'		the rate of <<rate of interest on outstanding payments>> per year above the base rate for the time being of <<base rate>> or (if base rate or that bank ceases to exist) a rate notified by the Landlord to the Tenant;
'Landlord'		entitled to the immediate reversion to this Lease;
'Letting Unit'		an office suite or other unit of accommodation on the Estate (any accommodation provided for a porter or caretaker) which is exclusively occupied (or intended for letting or occupation) otherwise than solely in connection with the Estate or the provision of services to the Estate;
'Permitted Use'		means use within use classes [B2, and B8 and E(g)] of the Town and Country Planning (Use Classes) Order 1987; means use within use classes [B1 B2 and B8] of the Town and Country Planning (Use Classes) Order 1987;

A

M

P

L

E

S

A

M

P

L

E

	Individual Letting Unit; the structure, walls, foundations and roofs which are Premises and would not be included in the other the Estate if they were let on the same basis as the
'Superior Landlord'	who is for the time being landlord under the Superior
'Superior Lease'	dated <<date>> and made between (1) <<name of <name of tenant>>;
'Surveyor'	or architect from time to time appointed by the case may be, the Superior Landlord;
'Tenant'	in title and assigns;
'Term'	specified in paragraph LR6 at the beginning of this
'Title Matters'	(if any) set out in the Superior Lease and in the : <<insert list of documents affecting the landlord's >>;
'VAT'	constituted by the Value Added Tax Act 1994 (and expressly stated references to rent or other monies are exclusive of any VAT charged or chargeable).

- 1.2 Unless otherwise specified, this Agreement requires, each reference in this Agreement to:
 - 1.2.1 includes fax but not email;
 - 1.2.2 reference to any day other than a Saturday, Sunday or public holiday in England and Wales;
 - 1.2.3 reference to a statute is a reference to that statute or to that statute as amended or re-enacted at the relevant time;
 - 1.2.4 reference to this Agreement and each of the Schedules to this Agreement and each of the Schedules to this Agreement or supplemented at the relevant time;
 - 1.2.5 reference to a clause of this Agreement (other than a Schedule) is a reference to that clause and to any Schedule to this Agreement; and
 - 1.2.6 reference to a paragraph of the relevant Schedule is a reference to a clause of this Agreement (other than a paragraph of the relevant Schedule).
- 1.3 In this Agreement:
 - 1.3.1 the word "person" includes a natural person, corporate or unincorporated (whether or not having separate legal personality);
 - 1.3.2 singular number include the plural and vice versa;
 - 1.3.3 gender include any other gender;
 - 1.3.4 the words "end of the Term" include any sooner determination of the Term by effluxion of time;

S

1.3.5 Tenant not to do an act or thing includes an act or suffer such act or thing to be done;

1.3.6 The acts or omissions in neglect or default of the Tenant include the act, omission or thing of any occupier of the Premises and their respective

1.3.7 The provisions of this Lease do not form part of this Lease and are not to be construed as such by construction or interpretation; and

1.3.8 The provisions of this Lease include any document supplemental or added into pursuant to its terms.

1.4 The provisions of this Lease are for convenience only and shall not affect the rights of the Landlord or its tenants.

1.5 Where consent or approval is required under this Lease to obtain the consent or approval of the Landlord, the Tenant shall also obtain the consent or approval of the Superior Landlord.

2. Demise and

A

2.1 The Landlord demises to the Tenant for the Term together with the rights set out in the First Schedule (insofar as they may grant the same) the rights set out in the Second Schedule (insofar as they may serve for the benefit of the Estate the rights set out in the Third Schedule) subject to the Title Matters.

2.2 The Tenant shall

M

2.2.1 make equal payments in advance by bankers' standing order (or by cheque if the Landlord so requires) on the Rent Days, the amount of which shall be made on the date of this Lease for the period commencing on the Commencement Date and ending on the day specified in the Schedule; and

2.2.2 pay to the Landlord a percentage of the insurance rent payable under the Superior Lease;

2.2.3 pay to the Landlord a percentage of the service charge payable under the Superior Lease;

2.2.4 pay to the Landlord from the Tenant to the Landlord under this Lease;

2.2.5 do all other things required by this Lease.

3. Tenant's Covenants

P

3.1 The Tenant shall covenants with the Landlord:

3.1.1 to pay the rent on the days and in the manner stated without any legal defence, set-off or counterclaim unless required by law.

3.1.2 that if the rent due under this Lease is unpaid for more than <<maximum number of days>> (whether or not) (whether or not), or if the Landlord refuses to accept rent so as to constitute a breach of covenant, the Tenant must on demand pay to the Landlord as rent in arrears) calculated on a daily basis on the amount of rent refused from the due date until the date on which the rent is paid.

L

E

3.1.3

S

the Landlord against all existing and future rates, taxes, and financial impositions charged on the

(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

3.1.4

A

the Landlord against all charges incurred relating to and surface water drainage, electricity, oil, telecommunications, internet, data communications or utilities supplied to the Premises (including all meter rents).

3.1.5

relief because it has been allowed during the make good that loss to the Landlord on demand.

3.1.6

M

in good and substantial repair and condition and where damage results from any of the Insured or any of the insurance money is refused by or default of the Tenant).

3.1.7

all floor coverings in the Premises as often as and, in the final three months of the Term, renew with floor coverings of a colour and quality first class.]

3.1.8

the parts (if any) and the inside of the Premises as necessary and also in the last three months of Term. Any changes in the external colour scheme shall be by the Landlord. All decoration must be carried out in a proper manner using good quality materials that are suitable for the Premises and include all appropriate preparatory work.

3.1.9

P

the Premises which are not built upon clean and sound foundations.

3.1.10

the Premises to the Landlord in the repair and condition required by this Lease;

also requires, to remove all items the Tenant has installed on the Premises, remove any alterations the Tenant has made to the Premises and make good any damage caused to the Premises by that removal;

remove the Tenant's possessions from the Premises; and

hand to the Landlord all documents held by the Tenant relating to health and safety matters including (but not limited to) fire safety assessments, asbestos surveys and reports, gas safety assessments and reports, and certificates relating to gas safety systems.

3.1.11

E

the Term, any of the Tenant's possessions remain on the Premises the Tenant fails to remove them within <<e.g. 7 days>> requested in writing by the Landlord to do so:

the Landlord may as the agent of the Tenant sell the

S

must indemnify the Landlord against any liability to any third party whose possessions have been damaged by the Landlord in the mistaken belief that the possessions belong to the Tenant; and

the Landlord must pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Landlord.

3.1.1

A

the Landlord and the Superior Landlord at all reasonable times and on reasonable notice (except in emergency) to enter and inspect the Premises;

the Landlord must give the Superior Landlord or their agents or Surveyor or the Tenant (or leaves on the Premises) notice of any maintenance which the Tenant has failed to carry out and, in the event of a failure by the Tenant to comply with its obligations under clause 3.1.12, to repair the Premises and/or remedy such failure in accordance with the notice within a period of two weeks from the date of the notice (or sooner if required); and

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

3.1.1

M

the Landlord is entitled to exercise any right to enter the Premises to inspect, measure, test, survey, photograph, film, videotape, or otherwise to take measurements, samples, contractors, agents and professional advisors, and to carry out such works at any reasonable time (whether or not during business hours) and, except in the case of an emergency after giving reasonable notice (which need not be in writing) to the Tenant;

3.1.1

P

the Landlord or, as the case may be, the Superior Landlord on behalf of the Landlord shall be entitled to recover on a non-exclusive basis all costs, charges, fees and other expenses (including legal costs and Surveyor's and other professional fees) incurred by the Landlord or the Superior Landlord (or their agents) and to be payable by them) in connection with or in consequence of the exercise of any of the rights conferred on the Landlord or the Superior Landlord by this clause;

the Landlord is entitled to enforce all the terms and conditions of the tenant covenants of this Lease;

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

the Landlord is entitled to refuse consent under this Lease, if the application is withdrawn, or consent is granted or refused, except in cases where the Landlord or the Superior Landlord is required to act reasonably and they refuse to give consent;

the Landlord is entitled to carry out any works to the Premises to improve their condition and performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

the Landlord is entitled to give notice and service of a schedule of dilapidations served within a period of six months after the end of the Term.

3.1.1

S

Premises for any illegal or immoral purpose;
the Premises as sleeping accommodation or for
uses;

3.1.1

A

carry on at the Premises any offensive, noisy or
trade, business, manufacture, occupation or
Premises only for the Permitted Use [and only
hours of 8AM and 6PM Mondays to Fridays (and not
days or public holidays)].

3.1.1

M

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

3.1.1

P

mitted in clause 3.1.17 below,] not to make any
ns or alterations of a non-structural nature to the
out the Landlord's prior written consent (such
be unreasonably withheld or delayed).

hout consent from the Landlord erect, alter or
e-mountable partitioning which does not affect the
g or adversely affect the mechanical ventilation or
e building or have an adverse impact on the
nance of the Premises or the Estate and which
enant's fixture subject to the Tenant:

landlord not less than <<notice period given to
y work being carried out e.g. 2 months>> notice in
ention to carry out any such works;

ch works in a good and workmanlike manner and
with any necessary permission, consent or
ed under statute;

Premises to their former state and condition on or
of the Term if the Landlord by notice in writing
enant to do so; and

landlord of the cost of any alterations or additions
ne Tenant (except any which are trade or tenant's
ngs) as soon as practicable and so that the
ot be liable for any failure to affect any necessary
amount for which the Premises are insured unless
provided that information.]

the Construction (Design and Management)
ply to any works carried out to the Premises
andlord's consent is required for them under this
the Regulations and to provide the Landlord with
ed health and safety file upon completion of the

E

3.1.1

S

, fascia notice or advertisement on the outside of to be visible outside the Premises other than a ant's trading name in the position specified by the ce to the Estate and on the entrance door to the at sign being of a size, design, layout and material ord and at the end of the Term to remove any sign damage caused to the reasonable satisfaction of

3.1.2

A

bligations in respect of the Premises:
all laws relating to the Premises or to the Tenant's ation of the Premises;

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

M

t planning permission in relation to the Premises r written consent of the Landlord;
any planning permissions relating to or affecting

n the Construction (Design and Management) 15 and before commencing any works to make a n under Regulation 4(8) to the effect that the nly client for the purposes of the Regulations, to lord a copy of the election and to fulfil the he client;

P

remises equipped with all fire prevention detection uipment which is required by law or by the insurers s or reasonably required by the Landlord and to uipment and allow the Landlord to inspect it from

ndlord promptly of any defect or disrepair in the may make the Landlord liable under any law or e; and

3.1.2

L

prior written consent of the Landlord to apply for ormance Certificate in respect of the Premises.

or easements to be acquired over the Premises. ay result in the acquisition of a right or easement: st notify the Landlord; and

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

3.1.2

E

on:
Premises on trust for another;
another to occupy the whole or any part of the

S

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

...r underlet the whole or any part of the Premises;

...art only of the Premises; and

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

3.1.2

A

...dlord may impose in relation to an assignment of
...le are:

...ee is not someone who, immediately before the
...gnment, was either a guarantor of the Tenant's
...er this Lease or a guarantor of the obligations
...mer tenant of this Lease under an authorised
...ement;

...t enter into an agreement guaranteeing that the
...perform all the tenant's covenants in this Lease (an
...arantee Agreement") in such form as the Landlord
...y require;

...nee is in the Landlord's reasonable opinion of
...cial standing to enable it to comply with the
...ants and conditions contained in this Lease;

...of standing acceptable to the Landlord acting
...ers into a guarantee and indemnity of the Tenant's
...his Lease in such form as the Landlord may
...uire;

...ee enters into a rent deposit deed in such form as
...ay reasonably require with the Landlord providing
...not less than <<e.g. six>> months' Annual Rent
...lculated as at the date of the assignment) as
...assignee's performance of the tenant's covenants
...th a charge over the deposit; and

...no arrears of the Annual Rent or any other
...ms due under this Lease and that any material
...nant by the Tenant has been remedied.

3.1.2

P

...at any time during the Term to enter the Premises
...suitable part of the Premises a notice for re-letting
...potential tenants and buyers to view the Premises
...ccompanied by the Landlord or its agents).

3.1.2

L

...ce:

...he requirements of the Landlord's or the Superior
...rers and not to do or omit to do anything which
...e any insurance; and

...oes or omits to do anything which increases any
...mium payable by the Landlord or the Superior
...pay the increased premium to the Landlord on

E

3.1.2

3.1.2

3.1.2

3.1.2

3.1.3

3.1.3

3.1.3

S

A

M

P

L

E

of all taxable supplies made to the Tenant in lease on the due date for making any payment or, which that supply is made for VAT purposes.

obliged, under or in connection with this Lease, to any other person any sum by way of a refund or amount equal to any VAT incurred on that sum by person, except to the extent that the Landlord or credit for such VAT under the Value Added Tax Act

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

condition of the Premises or the Tenant's use of

the Tenant's rights; or

t of any alterations.

n covered by the indemnity in clause 3.1.28, the

the Tenant of the claim as soon as reasonably r receiving notice of it;

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

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

Common Parts:

necessary steps to prevent any damage to the including (but without limitation) when bringing in oods, furniture or luggage from the Premises;

entrance, passage, staircase, lavatories and water Common Parts in a careful manner and to make ge caused by improper or careless use;

ances, passages and staircases in the Common free from obstruction at all times.

regulations set out in the Third Schedule and any ulations made by the Landlord or the Superior ime in the interests of good estate management.

he Landlord a fair proportion (to be determined by osts, fees and expenses properly incurred by the erior Landlord in insuring, repairing, replacing, and (where appropriate) lighting any Conduits, ns which are used or are capable of being used nmon with other premises.

S

3.1.3 any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other notified copy of the relevant document together with of the relevant registered titles to the Landlord.

A

3.1.3 to compulsory registration at the Land Registry, the date of this Lease to apply to the Land Registry and once the registration has been completed to the relevant titles to the Landlord.

M

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

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

3.1.3 Tenant's obligations in the Superior Lease insofar as consistent with the terms of this Lease.

4. Landlord's

P

4.1 The Landlord covenants to the Tenant:

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

4.1.2 to pay when they fall due the rent service charge and all other sums properly due under the Superior Lease.

4.1.3 to take such steps to enforce the obligations of the Superior Lease.

5. Provisos and

L

5.1 The proviso that the length of time rent is allowed to be in arrears e.g. 3 months after becoming due (whether formally demanded or not) shall be subject to the following conditions:

5.1.2 the Tenant is in breach of this Lease; or

5.1.3 the Tenant is in breach of any covenancy

the Landlord shall be entitled to re-enter the Premises (or any part of them) at any time after the expiry of the Lease and the Lease shall end (but this will not affect any right or remedy available to the Landlord).

E

5.2 If the Premises or any part of them shall be damaged or destroyed by any Insured Risk so as to be unfit for occupation and the insurance is not vitiated or payment of the insurance is wholly or in part through any act, neglect or default of the Tenant or any person claiming under or in trust for the Tenant or a fair proportion of it will cease to be payable from the date of the destruction for a period of three years or until the Premises are reconstructed.

S

Premises for occupation or use by the Tenant, whichever is the shorter of the term of this Lease and the term of the lease for which the Premises are let.

5.3 Nothing shall prevent the Tenant the right to enforce, or to prevent the enforcement of, any benefit of any covenants, rights or conditions to which the Premises are subject.

5.4 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Lease.

5.5 The Tenant warrants that nothing in this Lease constitutes or shall constitute a warranty that the Premises may lawfully be used for any purpose other than that specified in this Lease.

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

6. Notices

A

6.1 Any notice in connection with this Lease must be in writing and must be sent by post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address if the recipient has specified as its address for service in writing on 'working days' notice under this clause 6.

6.2 A notice shall be deemed to have been served if it is served on:

6.2.1 the Landlord, if it is a limited liability partnership registered in the United Kingdom, at its registered office;

6.2.2 the Landlord, if it is a company incorporated in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are a party, or if no such address has been given at their last known address in the United Kingdom;

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

6.2.4 the Tenant, at the Premises; or

6.2.5 any guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and

6.2.6 any other party, at their last known address in the United Kingdom.

6.3 Any notice shall be deemed to have been served as served on the second working day after the date of posting by prepaid first-class post or special delivery or at the time of delivery or left at the recipient's address if delivered to or left at the recipient's address.

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

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

M

P

L

E

S

7. **[Termination]**

- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant <<notice period to terminate lease e.g. 3 or 6 months>> notice. This clause shall take effect at any time.
- 7.2 If the Landlord terminates this Lease pursuant to Clause 7, this will not affect the rights of any party arising from the Tenant's obligation in this Lease.
- 7.3 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

A

8. **[Termination]**

- 8.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant <<notice period to terminate lease e.g. 3 or 6 months>> notice. This clause shall take effect at any time.
- 8.2 This clause shall not apply following a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The obligation of the Tenant under Clause 8 is personal to the Tenant named in paragraph LR3 of the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist.]
- 8.4 If the Landlord terminates this Lease pursuant to Clause 8, this will not affect the rights of any party arising from the Tenant's obligation in this Lease.
- 8.5 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

M

9. **Exclusion of**

- 9.1 The Tenant shall not be liable for the grant of this Lease (or as the case may be before the grant of this Lease) if the Tenant was not contractually bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease) if the Landlord has served a notice in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.2 The Tenant shall not be liable for the grant of this Lease (or as the case may be before the grant of this Lease) if the Tenant was not contractually bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease) if the Tenant has made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 7] of schedule 2 to the 2003 Order.
- 9.3 The Tenant shall not be liable for the grant of this Lease (or as the case may be before the grant of this Lease) if the Tenant was not contractually bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease) if the Tenant has made the declaration on the form set out in paragraph 7 with the Tenant's authority.
- 9.4 The Landlord and Tenant shall not be bound to enter into this Lease) if the Tenant has agreed pursuant to section 38A(1) 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.
- 9.5 The Landlord and Tenant shall not be bound to enter into this Lease) if the Tenant has confirmed that there is no agreement to which the Tenant is a party.
- 9.6 [The Tenant shall not be liable for the grant of this Lease (or as the case may be before the grant of this Lease) if the Tenant was not contractually bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease) if the Tenant has made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 7] of schedule 2 to the 2003 Order.
- 9.7 The Tenant shall not be liable for the grant of this Lease (or as the case may be before the grant of this Lease) if the Tenant was not contractually bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease) if the Tenant has made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of schedule 2 to the 2003 Order.

P

L

E

S

9.8 The C of applicable, the person who made the declaration on the so with the Guarantor's authority.

10. [Guarantor'

A

10.1 The C
10.1.1. ndlord that the Tenant will comply with all the this Lease. If the Tenant defaults, the Guarantor and comply with those obligations;

10.1.1. ndlord as primary obligor, and separate to the 1.1 above, to indemnify the Landlord against all es and expenses caused to the Landlord by the the rents or comply with the Tenant's covenants supplemental documents to this Lease); and

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

10.2 If the e discretion notifies the Guarantor within three mont disclaimer or forfeiture of this Lease or the Tenant being work of companies, the Guarantor must, within ten s option either:

M

10.2.1. n cost (including payment of the Landlord's costs) ease of the Premises:

ng and taking effect on the date of the disclaimer this Lease or the Tenant being struck off the panies and ending on the date when this Lease ded if the disclaimer, forfeiture or striking-off had

P

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

nt review date on the term commencement date se if there is a rent review under this Lease that at term commencement date that has not been with the rent being reviewed as at the date of the review);

review dates on each Rent Review Date under falls on or after the term commencement date of and

10.2.1. e same terms and conditions as this Lease; or
10.2.1. arrears of the rents, any outgoings and all other ease plus the amount equivalent to the total of the ll other sums due under this Lease that would be of 6 months following the disclaimer, forfeiture or

L

10.3 If cla Guarantor must pay the Landlord's costs (on a full inden in respect of the grant of the lease.

E

S

10.4 If clause 10.1 is not complied with, on receipt of the payment in full, the Landlord must release the Tenant from its future obligations under this clause 10 (but that will not affect the Tenant's rights in relation to any prior breaches).

10.5 The Tenant's obligations shall not be reduced or discharged by:

- a) any failure of the Guarantor to enforce in full, or any delay in enforcement of, or any concession allowed to the Tenant or any other person;
- b) any failure of the Landlord to exercise any right or remedy against the Tenant for any breach of its obligations due under this Lease or observe the Tenant's obligations under this Lease;
- c) any failure of the Landlord to accept any rent or other payment due to the Landlord under this Lease;
- d) any surrender of part of the Lease (except that a surrender of part will end the Tenant's liability in respect of the surrendered part);
- e) any counterclaim that the Tenant or the Guarantor may have against the Landlord;
- f) any disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the Landlord;
- g) any merger by any party with any other person, any acquisition of the whole or any part of the assets or liabilities of any party by any other person;
- h) any insolvency or occurrence in relation to the Guarantor of an Act of Insolvency;
- i) any release by the Landlord by deed.

10.6 The Guarantor shall not be liable in competition with the Landlord in the insolvency of the Tenant to make any security, indemnity or guarantee from the Guarantor for the Tenant's obligations under this Lease.

10.7 The Guarantor shall be released from its future obligations under this Lease at the end of the term of the Lease.

- a) the expiry of this Lease expires;
- b) the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
- c) the Guarantor releases the Guarantor in accordance with clause 10.5.

11. **Applicable Law**

11.1 This Lease and the contractual obligations arising out of or in connection with it shall be governed by the law of England and Wales.

11.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, save in relation to any non-contractual obligations.

11.3 Any judgment or order of the courts of England and Wales made in connection with this Lease, including in relation to any non-contractual obligations, shall be enforceable in any court of competent jurisdiction.

A

M

P

L

E

S

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

A

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

M

OR (alternative completion)

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

Signature: _____

Director

P

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for an individual)

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

Signature: _____

Signature of witness _____

E

S

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director _____

Director/Secretary _____

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for individual)

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

Signature: _____

A

M

P

L

E

S

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

A

<<affix seal here>>

Director _____

Director/Secretary _____

M

OR (alternative completion)

Executed as a deed acting by [a director/secretary] [two directors]

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

Executed as a deed acting by a director in the presence of

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

L

OR (execution clause for an individual)

E

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

S

A

M

P

L

E

S

Rights Granted to the Tenant

1. The right to use and maintain mains for the Premises for oil, telephony, gas supplies or utilities. Conduits connecting the Premises to the public mains for air, foul and surface water drainage, electricity, gas, telecommunications, internet, data communications and similar services shall be installed on the Premises.
2. The right to use the Premises from the Estate.
3. The right in and to the Premises and all others authorised by the Landlord and the Tenant to use the Premises with other Tenants:
 - a) use of the Premises as are necessary to obtain access to and egress from the Premises;
 - b) use of the Premises for male lavatories and water closets in the Common Parts of the Estate to be allocated by the Landlord or the Superior Tenant (whether or not in common);
 - c) use of the Premises for gaining access on foot only to and egress from the Premises, including yards and emergency escapes within the Estate [which are shown on the plan attached to this Lease];
 - d) use of the Premises for gaining access to and egress from the Premises with other Tenants via estate roads within the Estate [which are shown on the plan attached to this Lease];
 - e) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in clause 3, the Tenant of this Lease does not include any right over the Premises by virtue of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* which applies to this Lease.

A

M

P

L

E

Rights Reserved to the Landlord

1. The right to... s, air, foul and surface water drainage, electricity, gas, heating, air conditioning, lifts, escalators, elevators, telephones, television, radio, internet, data communications and similar services, and any other services provided to the remainder of the Estate and any adjoining or neighbouring premises and any conduits at the Premises.
2. The right to...
 - a) review the Environmental Performance of the Premises including to inspect and test any equipment within or relating to the Premises and to prepare reports thereon;
 - b) estimate the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are to be carried out, the right to enter the Premises to carry out the works, which may be lawfully carried out without entry onto the Premises, including:
 - a) building or repairing party walls on or adjacent to the Premises; and
 - b) inspecting, repairing, rebuilding or carrying out other works upon any part of the Premises or the Landlord.
4. [Where the Tenant, with the Landlord's (in his discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises to carry out any work required to be carried out in connection with this Lease, including anything that the Landlord is expressly entitled or authorised to do for any other reasonable purposes in connection with the Premises, provided that the Landlord must:
 - a) give the Tenant at least 7 'working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's business as reasonably practicable; and the Tenant must make that representative available to the Landlord;
 - c) observe the Tenant's business as reasonably practicable;
 - d) cause the Tenant's business as reasonably practicable;
 - e) cause the Tenant's business as reasonably practicable;
 - f) repair any damage to the Premises caused by the Landlord's entry set out in this Lease; and the Tenant's business as reasonably practicable;
 - g) when carrying out any works, obtain the Tenant's approval to the location, method and timing of the works, and other material matters relating to the preparation of the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) when carrying out any works, exercise any rights outside the normal business hours of the Tenant's business as reasonably practicable.
6. In an emergency, the right to restrict access to the Premises if facilities are being carried out to them, the right to close off or restrict access to the Premises so long as (except in an emergency) alternative facilities are available that are materially less convenient.
7. The right to alter or reduce the extent of any Common Parts or Conduits so long as the alternative facilities are not materially less convenient; or

S

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

8. The right from time to time to enter upon the Premises for particular purposes including car parks, service roads and footpaths and from designated areas, so long as the remaining areas are reasonable for the intended purposes.

9. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (whether or not others to do so) as the Landlord or the Superior Landlord in connection with the flow of traffic to and from the Premises and the right in connection with those works to unduly interfere with the use of the Premises subject to the Landlord:

- a) giving notice of the works to be carried out;
- b) consulting the Tenant in connection with the management of potential interference;
- c) taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
- d) taking steps to ensure that the works comply with current standards of construction and workmanship;
- e) taking steps to avoid or reduce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions for limiting such interference;
- f) making good any damage to the Premises or its contents.

10. The right, with the consent of the Landlord, to place scaffolding on the Premises in connection with the carrying out of works on the Premises subject to the rights under this Lease provided that:

- a) any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
- b) the scaffolding does not obstruct the entrance to the Premises as is reasonably practicable to the Landlord;
- c) the scaffolding does not have any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) unless the Tenant has obtained the consent of the Landlord;
- d) if the entrance to the Premises is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.

11. The right to use the Premises for any purpose whatsoever and without imposing upon the neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.

12. The right to use the Premises for the remainder of the Estate from the Premises.

13. All rights of the Tenant (including any reservation) which are reserved in the Lease and which now exist or that might (but for this reservation) exist in the future.

A

M

P

L

E

S

Rule – Regulations

1. Not without the Superior Landlord's prior written consent to keep any inflammable or explosive material in the Premises.
2. To make any application under paragraph 1 in writing accompanied by all the information required to the reasonable satisfaction of the Landlord and the Superior Landlord that the material in question is necessary for the Tenant's business and in compliance with relevant legal requirements.
3. When requested by the Superior Landlord, to provide a copy of any document relating to compliance with the Control of Asbestos Regulations 2012 at the Premises.
4. To obtain, in connection with the Permitted Use, any licence or registration which is required in connection with the Permitted Use and to comply with the terms and conditions of the licence or registration and regulations relevant to the Permitted Use.
5. Not to obstruct the circulation of vehicles on the Estate.
6. No vehicles to be parked for longer than 24 hours in any service area within the Estate for the purposes of loading or unloading goods or supplies and not to remain overnight.
7. To comply with any regulations on the estate roads within the Estate.
8. No mat, brush or refuse to be thrown outside the Premises, nor shall anything be thrown outside the Premises.
9. Not to place any refuse or inflammable waste or refuse in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority and the Superior Landlord.
10. Not to overload the Premises nor any machinery or equipment at the Premises nor any machinery or equipment at the Premises serving the Premises.
11. No blind shades to be fitted to the windows of the Premises without the previous written approval of the Superior Landlord as to colour and type.
12. Not without the Superior Landlord's consent to allow any item to be stored or left on the Premises, including materials, tools, machinery or refuse.

A

M

P

L

E