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LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) er(s) out of which this lease is granted. k if not registered. Landlord's title number(s)>> Other title numbers le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made. Other title number(s)>>
LR3. Parties to this lease Give full names and addresses of parties. For UK incorporated com limited liability partnerships, als registered number including any p For overseas entities, give the foll a) The territory of incorporation o b) The overseas entity ID Companies House for the Lan the Tenant pursuant to the Crime (Transparency and E Act 2022. If the ID is not rec 'overseas entity ID not required c) Where the entity is a comp place of business in the Unite the registered number, if any Companies House, including a Further details on overseas ent found in practice guide 78: overse	ame of Landlord>> Address of Landlord>> Company number>> ame of Tenant>> Address of Tenant>> Company number>> (if any) ame of Guarantor>> Address of Guarantor>> Company number>> ties Capacity of each party, for example ent company", "guarantor", etc. ame of other party>> Address of other party>> Company number>>
LR4. Property Insert a full description of the leased or Refer to the clause, schedule or p a schedule in this lease in whi being leased is more fully	se of a conflict between this clause remainder of this lease then, for the of registration, this clause shall erty [shown edged red on the plan to this lease and] known as <<Insert Property>>

<p><i>Where there is a letting of part of a title, a plan must be attached to this any floor levels must be specified.</i></p>		
<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling under LR5.1, insert under that sub-clause the relevant statement or refer to the relevant schedule or paragraph of a schedule of the lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	S A M P L E	<p><i>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant Rules 2003.</i></p> <p><i>the lease is made under, or by reference to, any provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>1985</i></p> <p><i>1988</i></p> <p><i>1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement(s) (if completed) from the three options.</i></p> <p><i>NOTE: The information you provide in this section will be used as part of the particulars to identify the lease under rule 6 of the Landlord and Tenant Registration Rules 2003.</i></p>		<p><i>including the commencement date>></i></p> <p><i>including the expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>from>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of VAT where payable.</i></p>		<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>		<p><i>contains a provision that prohibits or restricts dispositions.</i></p>

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<p>LR9. Rights of acquisition</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the paragraph of a schedule which contains the provisions</i></p>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10. Restrictive covenants in the lease by the Landlord other than the Provisions of the Lease</p> <p><i>Insert the relevant provisions of the lease clause, schedule or paragraph in this lease which contain the provisions</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the paragraph of a schedule which sets out the easements</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 2</p>
<p>LR12. Estate rent charge on the Property</p> <p><i>Refer here only to the paragraph of a schedule which sets out the rent charge</i></p>	<p>None</p>
<p>LR13. Application for restriction</p> <p><i>Set out the full text of the restriction and the title entered. If you wish to use the one standard form of</i></p>	<p>N/A</p>

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clause to apply for each
applying against which
text of the restriction

Standard forms of res
Schedule 4 to the La
2003.

**LR14. Declaration of
more than one per
Tenant**

*If the Tenant is one pe
the alternative stateme*

*If the Tenant is mo
complete this clause by
inapplicable alternative*

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

OR

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

OR

[The Tenant is more than one person. They are to hold the Property on trust <<Complete as necessary>>]

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1. Definitions

1.1 In this
terms

ere the context otherwise requires, the following meanings;

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'Act of Insolvency'

step-in connection with any voluntary arrangement
promise or arrangement for the benefit of any
enant or any guarantor;

an application for an administration order or the
ministration order in relation to the Tenant or any

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

of a receiver or manager or an administrative
n to any property or income of the Tenant or any

ent of a voluntary winding-up in respect of the
uarantor, except a winding-up for the purpose of
reconstruction of a solvent company in respect of
y declaration of solvency has been filed with the
panies;

petition for a winding-up order or a winding-up order

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	<p>Tenant or any guarantor;</p> <p>the Tenant or any guarantor from the Register of the making of an application for the Tenant or any truck-off;</p> <p>any guarantor otherwise ceasing to exist (but the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the petition for a bankruptcy order or the making of a against the Tenant or any guarantor.</p> <p>ve shall apply in relation to a partnership or limited ed in the Partnership Act 1890 and the Limited 7 respectively) subject to the modifications referred Partnerships Order 1994 (SI 1994/2421) (as ited liability partnership (as defined in the Limited Act 2000) subject to the modifications referred to ty Partnerships Regulations 2001 (SI 2001/1090)</p> <p>cludes any analogous proceedings or events that quant to the legislation of another jurisdiction in or guarantor incorporated or domiciled in such</p>
‘Annual Rent’	<p>nt>> per year exclusive of VAT as reviewed under</p>
‘Arbitration’	<p>nder the Arbitration Act 1996 by a single arbitrator dlord and Tenant or in default of agreement sident (or the Chief Officer or acting Chief Officer) he Royal Institution of Chartered Surveyors on the the Landlord or the Tenant;</p>
‘Conduits’	<p>or the transmission of water, gas, air, foul and ainage, electricity, oil, telephone, heating, internet, data communications and similar supplies</p>
‘Energy Performance Certificate’	<p>ven to it in the Energy Performance of Buildings Regulations 2012;</p>
‘Environmental Performance’	<p>he following:</p> <p>on of energy and associated generation of s emissions;</p> <p>n of water;</p> <p>n and management; and</p> <p>onmental impact arising from the use or operation</p>

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‘Independent Expert’	ent valuer agreed by the Landlord and Tenant or in t nominated by the President (or the Chief Officer or r) for the time being of the Royal Institution of s at the written request of the Landlord or the
‘Insurance Rent’	<p>the Landlord of:</p> <p>premises insured in accordance with the Landlord’s s Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>ions of the Premises for insurance purposes from</p> <p>ny excess or deductible under any insurance policy d incurs or will incur in reinstating the Premises ction or damage by an Insured Risk;</p> <p>ne amount that the insurers refuse to pay following uction by an Insured Risk to the Premises because act or failure to act; and</p> <p>r increased premiums that the insurers may require e carrying out or retention of any permitted e Tenant’s or any lawful occupier’s use of the</p>
‘Insured Risks’	<p>re (including subterranean fire), lightning, explosion, sidence, landslip, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other any articles dropped from them, impact by vehicles, commotion and malicious damage to the extent, in ver is generally available on normal commercial urance market at the time the insurance is taken out, against which the Landlord reasonably insures from ct in all cases to any excesses, limitations and by the insurers;</p>
‘Interest’	<p>the rate of <<rate of interest on outstanding payments per year above the base rate for the time being of or (if base rate or that bank ceases to exist) a nt rate notified by the Landlord to the Tenant;</p>
‘Landlord’	entitled to the immediate reversion to this Lease;
‘Landlord’s Neighbouring’	dings owned by the Landlord near to the Premises;

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Property'	
'Open Market Rent'	<p>which the Premises as a whole might be let on the Relevant Review Date by a willing landlord to a tenant in the open market with vacant possession and without any other special terms or conditions other than those of years equivalent to the [Term] [residue of the term] or time or (if the term then remaining is less than five years] but starting on the Relevant Review Date;</p> <p>(a) the Premises are ready for immediate occupation and use and the Premises (and) are fully restored;</p> <p>(b) the Tenant has complied with the Tenant's obligations in this Lease to the extent that there has been a material or substantial breach (in the Landlord) the Landlord has complied with the obligations in this Lease;</p> <p>(c) the Premises lawfully be let and used for the uses specified in the Lease; and</p> <p>(d) if, on a hypothetical lease the willing tenant will pay a rent-free period, rent concession or any other inducement of length or amount that might be negotiated in the open market for letting-out purposes and that the Open Market Rent would become payable after the end of that period or payment of that inducement;</p> <p>and the Lease otherwise contain the same terms and conditions as this Lease (including the provisions for rent review herein contained) other than:</p> <p>(a) the Open Market Rent;</p> <p>(b) any rent concession or any other inducement granted in relation to the grant of this Lease;</p> <p>(c) any other terms of this Lease; and</p> <p>(d) any other terms>></p> <p>the Lease has no effect on rent of:</p> <p>(a) any loss or any lawful sub-tenant or their respective predecessors in title has been in occupation of the Premises;</p> <p>(b) any loss or damage to the Premises due to the carrying on there of the business of the Tenant or any lawful sub-tenant (whether by the Tenant or predecessors in such business);</p> <p>(c) any loss or damage to the Tenant or any other party with a special interest in the Premises might make by reason of its occupation of the Premises;</p> <p>(d) any loss or damage lawfully carried out during the Term by the Tenant or any lawful sub-tenant at their own expense with the Landlord's consent or in pursuance of an obligation to the Landlord or predecessors in title;</p> <p>(e) any loss or damage attributable to works that have been carried out by the Tenant or Tenant's predecessors in title or lawful sub-tenants;</p> <p>(f) any loss or damage attributable to any temporary works, operations or other works on any adjoining premises;</p>

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‘Permitted Use’	means use within use classes [B2, and B8 and Country Planning (Use Classes) Order 1987]
‘Premises’	means use within use classes [B1 B2 and B8] of the Planning (Use Classes) Order 1987];
‘Rent’	as provided as rent by this Lease;
‘Rent Commencement Date’	the date on which rent is first to be paid>>;
‘Rent Days’	[4 June, 29 September and 25 December] in each
‘Review Date’	on each of the years <<years>>] and "Relevant Date" construed accordingly;
‘Surveyor’	the surveyor or architect from time to time appointed by the
‘Tenant’	the Tenant in title and assigns;
‘Term’	the term specified in paragraph LR6 at the beginning of this
‘Title Matters’	(if any) set out in the following documents: <<insert details of documents affecting the landlord's title to the Premises>>;
‘Underletting Requirements’	<p>The Lease is at a rent not less than the then open market rent for the Premises, payable in advance on the Rent Days;</p> <p>The Lease excludes sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954;</p> <p>The Lease is not granted for a fine or premium or a reverse premium;</p> <p>The Lease does not give the undertenant a rent-free period (other than such as is reasonable to allow for any fitting out);</p> <p>The Lease contains provisions for change of use and assignment, subject to those in this Lease;</p>

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	(f) contains provisions for review of the rent lease on the basis and dates on which the reviewed under this Lease;
	(g) contains provisions prohibiting dispositions of or underlet premises other than an assignment and then only with the prior written consent
	(h) receive a direct covenant from the and perform all the tenant's covenants in
	(i) contains provisions requiring the undertenant to the whole of the Insurance Rent and other Annual Rent, payable by the Tenant under this
	(j) contains any other provisions that are ward to the terms of this Lease and the nature lease;
'VAT'	mitted by the Value Added Tax Act 1994 (and any stated references to rent or other monies are exclusive of any VAT charged or

- 1.2 Unless the Agreement provides otherwise, each reference in this Agreement to:
- 1.2.1 "written" means by post or by fax but not email;
 - 1.2.2 a "day" means any day other than a Saturday, Sunday or public holiday in England and Wales;
 - 1.2.3 a statute is a reference to that statute or subordinate legislation as enacted at the relevant time;
 - 1.2.4 "this Agreement" means this Agreement and each of the Schedules to it as supplemented at the relevant time;
 - 1.2.5 a Schedule means a Schedule to this Agreement; and
 - 1.2.6 a clause means a clause of this Agreement or a paragraph of the relevant Schedule.
- 1.3 In this Agreement:
- 1.3.1 "person" includes a natural person, corporate or unincorporated body whether 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 the Term include any sooner determination of the term by the effluxion of time;
 - 1.3.5 any obligation not to do an act or thing includes an obligation not to suffer such act or thing to be done;

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1.3.6 Neglect or default of the Tenant include the act, any occupier of the Premises and their respective

1.3.7 do not form part of this Lease and are not to be as construction or interpretation; and

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

1.4 The are for convenience only and shall not affect its int

2. Demise and

2.1 The premises to the Tenant for the Term together with (inso grant the same) the rights set out in the First Sche Neigh reserving for the benefit of the Landlord's to the hts set out in the Second Schedule, and subject

2.2 The T

2.2.1 equal payments in advance by bankers' standing (it if the Landlord so requires) on the Rent Days, e made on the date of this Lease for the period t Commencement Date and ending on the day ay;

2.2.2 o time the Insurance Rent;

2.2.3 om the Tenant to the Landlord under this Lease;

2.2.4 er this Lease.

3. Tenant's Co

3.1 The e Landlord:

3.1.1 he times and in the manner stated without any uction, set-off or counterclaim unless required by

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

3.1.3 he Landlord against all existing and future rates, s, and financial impositions charged on the

VAT) on the Rent payable; and

g from the Landlord's dealing with its own

3.1.4 he Landlord against all charges incurred relating ul and surface water drainage, electricity, oil,

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- telephone, h
and similar s
standing cha
- 3.1.5 If the Landl
the Term to
demand.
- 3.1.6 To keep the
clean and t
against whic
payment of
act, neglect
- 3.1.7 [To clean a
reasonably r
and replace
approved by
- 3.1.8 To decorate
reasonably r
of the Term.
approved by
and proper r
the Premises
- 3.1.9 To keep any
tidy and free
- 3.1.10 At the end o
- a) to re
cond
- b) if the
fixed
made
the P
- c) to ren
- d) to ha
relati
to) h
report
relati
- 3.1.11 If, following
remain on t
<<e.g. 7 day
so:
- a) the
poss
- b) the T
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ons, internet, data communications
lied to the Premises (including all

cause it has been allowed during
ood that loss to the Landlord on

substantial repair and condition and
age results from any of the risks
sured under Clause 4.1.2 unless
oney is refused by reason of any

ings in the Premises as often as
al three months of the Term, renew
ings of a colour and quality first

de of the Premises as often as is
e last three months before the end
ernal colour scheme must first be
tion must be carried out in a good
y materials that are appropriate to
ate preparatory work.

which are not built upon clean and

the Landlord in the repair and
se;

o remove all items the Tenant has
e any alterations the Tenant has
ake good any damage caused to

ssessions from the Premises; and

all documents held by the Tenant
matters including (but not limited
ssments, asbestos surveys and
nts and reports, and certificates
systems.

any of the Tenant's possessions
enant fails to remove them within
ed in writing by the Landlord to do

agent of the Tenant sell the

the Landlord against any liability
ty whose possessions have been
staken belief that the possessions

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must pay to the Tenant the sale proceeds after costs of transportation, storage and sale incurred

3.1.1

ard at all reasonable times on reasonable prior (agency) to enter and inspect the Premises and:

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or its agents or Surveyor gives to the Tenant (or Premises) notice of any repairs or maintenance ant has failed to carry out or of any other failure o comply with its obligations under this Lease, to nises and/or remedy such failure in accordance within a period of two months from the date of ooner if required); and

oes not comply with clause 3.1.12 a), to permit o enter the Premises and carry out the works at xpense and to pay to the Landlord on demand s a contractual debt) the proper expenses of such g all legal costs, Surveyor's and other fees).

3.1.1

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lled to exercise any right to enter the Premises to s, contractors, agents and professional advisors, mises at any reasonable time (whether or not hours) and, except in the case of an emergency sonable notice (which need not be in writing) to

3.1.1

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rd on demand on an indemnity basis all costs, other expenses (including legal costs and t professional fees) properly incurred by the herwise would be payable by the Landlord) in ontemplation of:

nt of the tenant covenants of this Lease;

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

n by the Tenant for consent under this Lease, pplication is withdrawn, or consent is granted or l, except in cases where the Landlord is required bly and the Landlord unreasonably refuses to

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

n and service of a schedule of dilapidations than six months after the end of the Term.

3.1.1

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Premises for any illegal or immoral purpose;

e Premises as sleeping accommodation or for oses;

- c) not to use the Premises in a way which causes or may cause any offensive, noisy or dangerous activity, or any trade, business, manufacture, occupation or use which is prohibited by law;
- d) to use the Premises for the Permitted Use [and only between the hours of 8AM and 6PM Mondays to Fridays (and public holidays)].

3.1.16 With regard to alterations to the Premises:

- a) not to make any alterations to 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, result in the Premises failing to have an adverse effect on the Energy Performance Certificate of the Premises;] and
- d) [save as provided in 3.1.17 below,] not to make any alterations 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 which does not affect the structural integrity of the Premises or have an adverse effect on the mechanical ventilation of the Premises and which shall be treated as a structural alteration subject to the Tenant:

- a) giving the Landlord not less than <<notice period given to be carried out e.g. 2 months>> notice in writing to carry out any such works;
- b) carrying out the works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval;
- c) reinstating the Premises to their former state and condition on 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 by the Tenant as soon as practicable and so that the Tenant is not liable for any failure to affect any alterations or additions for which the Premises are insured, provided that information.]

3.1.18 In all cases where the Tenant is required to obtain any necessary permission, consent or approval (Design and Management Regulations, Building Regulations (whether or not required under the Lease), to comply with a copy of the relevant Regulations and safety file upon completion of the works.

3.1.19 Not to exhibit any sign or advertisement on the outside of the Premises other than a sign showing the name of the Tenant in the position specified by the Landlord at the Premises, subject to that sign being of

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and material approved by the Landlord and at the
remove any sign and make good any damage
to the satisfaction of the Landlord.

3.1.2

Obligations in respect of the Premises:

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in all laws relating to the Premises or to the
and occupation of the Premises;

days 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
the notice or other communication and take any
in connection with it as the Landlord acting
require;

for planning permission in relation to the Premises
or written consent of the Landlord;

any planning permissions relating to or affecting

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

Premises equipped with all fire prevention detection
equipment which is required by law or by the
Premises or reasonably required by the Landlord
in the equipment and allow the Landlord to
time to time;

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

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

3.1.2

for easements to be acquired over the Premises.
may result in the acquisition of a right or easement:

must notify the Landlord; and

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

3.1.2

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on:

Premises on trust for another;

another to occupy the whole or any part of the

in or share the possession or occupation of the
part of the Premises;

the whole or any part of the Premises;

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- e) not to ... Premises;
- f) not to ... as a whole without the prior written consent of the Landlord; provided that the Landlord may as a condition of its consent require compliance with the conditions of the Lease;
- g) not to ... Premises; and
- h) not to ... as a whole without the prior written consent of the Landlord; provided that the Landlord may as a condition of its consent impose one or more of the conditions of the Lease.

3.1.23 The conditions of the Lease shall not be taken to impose in relation to an assignment of the Premises:

- a) that the proposed assignee is not a person who, immediately before the proposed assignment, was either a guarantor of the Tenant's obligations or a guarantor of the obligations of the Tenant under this Lease under an authorised guarantee agreement;
- b) that the proposed assignee has entered into an agreement guaranteeing that the assignee will observe and perform the tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may require;
- c) that the proposed assignee is, in the Landlord's reasonable opinion of sufficient financial standing to enable it to comply with the obligations contained in this Lease;
- d) that the proposed assignee has accepted to the Landlord acting as guarantor a deed of guarantee and indemnity of the Tenant in such form as the Landlord may require;
- e) that the proposed assignee has provided a rent deposit deed in such form as the Landlord may reasonably require with the Landlord in such form as the Landlord may require, which shall be not less than <<e.g. six>> months' Annual Rent, calculated as at the date of the assignment, to secure the assignee's performance of the obligations of the Tenant under this Lease with a charge over the deposit;
- f) that the proposed assignee has satisfied the Landlord of the Annual Rent or any other obligations of the Tenant under this Lease and that any material breach of the obligations of the Tenant has been remedied.

3.1.24 To permit the Landlord during the Term to enter the Premises to view the Premises for re-letting purposes, the Landlord shall give potential tenants and buyers to view the Premises (accompanied by the Landlord or its agents).

3.1.25 With regard to the obligations of the Landlord's insurers and to any thing which could invalidate any insurance policy, the Landlord shall not be liable for any loss or damage (of Tenure excluded).

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does or omits to do anything which increases any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2 In respect of all taxable supplies made to the Tenant in the month of the Lease on the due date for making any payment or, if the Tenant is not required to make any payment, on the date on which that supply is made for VAT purposes.

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3.1.2 The Tenant shall be obliged, under or in connection with this Lease, to reimburse to any other person any sum by way of a refund or credit for such VAT incurred on that sum by that person, except to the extent that the Landlord or any other person is entitled to a credit for such VAT under the Value Added Tax Act 1990.

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3.1.2 The Tenant shall indemnify the Landlord against all actions, claims, damages, third party, all costs, damages, expenses, charges and interest payable by a third party and the Landlord's own liabilities, incurred in defending or settling any action, claim or proceedings of any personal injury or death, damage to any property or loss of any right arising from:

(a) the condition of the Premises or the Tenant's use of the Premises;

(b) the exercise of the Tenant's rights; or

(c) the carrying out of any alterations.

3.1.2 In the event of a claim covered by the indemnity in clause 3.1.28, the Tenant shall:

(a) reimburse the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

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

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

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3.1.3 The Tenant shall comply with all regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in connection with the state management of the Premises.

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3.1.3 The Tenant shall reimburse the Landlord a fair proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in carrying out, repairing, replacing, maintaining, cleansing or otherwise maintaining (e) lighting any Conduits, structures or other items which are capable of being used by the Premises in connection with the state management of the Premises.

3.1.3 The Tenant shall not assign, transfer, underlease or charge of the Premises or any part thereof without the prior written consent of the Landlord. In the event of any assignment, transfer, underlease or charge of the Premises or any part thereof by the Tenant, any undertenant or any other person, the Tenant shall provide a certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

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3.1.3 The Tenant shall ensure that the Premises are registered to compulsory registration at the Land Registry, and shall ensure that the date of this Lease to apply to the Land Registry.

for first registration
send official

3.1.34 At the end of the Lease and subject to the Tenant to close the Lease as noted against the title.

3.1.35 To notify the Landlord under this Lease and procure that the deed of covenant is signed by the guarantor.

4. Landlord's Covenants

4.1 The Landlord covenants

4.1.1 Subject to the Tenant complying with the Lease, to permit the Tenant to have quiet enjoyment of the Premises without any interruption by the Landlord or any third party except as otherwise provided in the Lease.

4.1.2 To insure the Premises against loss or damage by fire, theft and other risks at the cost including reasonable removal, siting and replacement of the Premises and obligation to

a) to insure the Premises on the London insurance market on terms no less favourable than those available to the Landlord; and

b) to submit the Premises to any survey or limitations as the insurers may require.

4.1.3 Subject to obtaining all necessary planning and other consents, to use the Premises for the purposes of the Lease and to repair the Premises (including any damage for which the Landlord shall not be obliged to

a) provide the Premises with a layout or design so long as it is not materially different from the layout or design of the Premises previously at the Premises.

b) repair the Premises in accordance with the Insurance Policy.

c) repair the Premises in accordance with the Insurance Policy.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. This Lease shall determine the remedy of the Landlord in the event of a breach of the tenant covenants of this Lease. Any proceeds of the sale of the Premises (including any glass) shall belong to the Landlord.

5. Provisos and Agreements

5.1 The parties agree that

registration has been completed to the Landlord.

to the Landlord the original of this Lease and if the Landlord reasonably requires to remove entries in relation to it the original title.

guarantor of the Tenant's obligations and if the Landlord so requires to be able to the Landlord enters into a deed of covenant in the same terms as the original

rents and other sums due and payable under this Lease, to permit the Tenant to have quiet enjoyment of the Premises without any interruption by the Landlord or any third party except as otherwise provided in the Lease.

any plate glass at the Premises) and Risks for the full reinstatement of the Premises and incidental expenses, debris removal, siting and replacement of the Premises and obligation to

on the London insurance market on terms no less favourable than those available to the Landlord; and

or limitations as the insurers may require.

planning and other consents, to use the Premises for the purposes of the Lease and to repair the Premises (including any damage for which the Landlord shall not be obliged to

ical in layout or design so long as it is not materially different from the layout or design of the Premises previously at the Premises.

nt has failed to pay any of the

s after a notice has been served

Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. This Lease shall determine the remedy of the Landlord in the event of a breach of the tenant covenants of this Lease. Any proceeds of the sale of the Premises (including any glass) shall belong to the Landlord.

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5.1.1 <<length of time rent is allowed to be in arrears after becoming due (whether formally demanded

5.1.2 his Lease; or

5.1.3 vency

the L Premises (or any part of them) at any time after and c will end (but this will not affect any right or remedy availa

5.2 If the d or destroyed by any Insured Risk so as to be unfit and the insurance is not vitiated or payment of the insur and the insurance is not vitiated or payment of the insur wholly or in part through any act, neglect or default of the Rent or a fair proportion of it will cease to be paya age or destruction for a period of three years or until t t for occupation or use by the Tenant, whichever is the

5.3 Noth ne Tenant the right to enforce, or to prevent the relea benefit of any covenants, rights or conditions to which are subject.

5.4 The on who is not a party to this Lease has no right arising Contracts (Rights of Third Parties) Act 1999 to enfor se.

5.5 The hat nothing in this Lease constitutes or shall const warranty that the Premises may lawfully be used for an s Lease.

5.6 The T at it has not entered into this Lease in reliance on any r y made by or on behalf of the Landlord.

6. Notices

6.1 Any n connection with this Lease must be in writing and sent t or special delivery to or otherwise delivered to or left recipient under clause 6.2 or to any other address in the the recipient has specified as its address for service ten working days' notice under this clause 6.

6.2 A not

6.2.1 d liability partnership registered in the United ed at its registered office;

6.2.2 or incorporated in a country outside the United rved at the address for service in the United set out in the deed or document to which they uch address has been given at their last known Kingdom;

6.2.3 erved:

the Landlord, at any postal address in the United n from time to time for the registered proprietor mber set out in paragraph LR2.1 at the beginning r, if no such address is given, at its last known United Kingdom;

the Tenant, at the Premises;

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c) in the [REDACTED] the address of that party set out in the order, and the address to which they gave the guarantee;

d) in respect of [REDACTED] at their last known address in the United Kingdom.

6.3 Any Notice given will be deemed to have been given on the second working day after the date of posting if sent by registered 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 having been served on a day that is not a working day or after 5:00PM on a working day, the notice shall be treated as served at 9:00AM on the immediately following working day.

6.5 Service of a notice  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 written notice of the period to terminate lease e.g. 3 or 6 months>> notice in writing at any time.

7.2 If the Lease ends up for any prior breach, this will not affect the rights of any party to the Lease.

7.3 The Landlord shall **LI** payments of Rent that relate to a period after the dete

8. [Termination by Tenant

8.1 The Tenant may determine the term of the lease at any time [after <<insert date>>] by giving to the Landlord written notice of the period to terminate lease e.g. 3 or 6 months>> notice at any time.

8.2 This Lease shall terminate on the date of the notice given by the Tenant if the Tenant has paid all the rent due under this Lease on the date of determination and gives up possession of the Premises and the Premises behind no continuing underleases.

8.3 [The break right in the lease shall vest in the Landlord to the Tenant named in paragraph LR3 at the beginning of the term of the lease and shall terminate on the date of the first deed of assignment or transfer of the lease to a third party or the date when that Tenant ceases to exist.]

8.4 If the Lease ends under Section 10.1, this Section 8.4 will not affect the rights of any party for any prior breach of the Lease.

8.5 The Landlord shall [REDACTED] payments of Rent that relate to a period after the date [REDACTED]

9. Exclusion of Security of

9.1 The Tenant confirms that [REDACTED] of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Landlord served on [REDACTED] the form set out in schedule 1 to the Regulatory Reform (Residential Tenancies) (England and Wales) Order 2003.

9.2 The Tenant confirms [REDACTED] person on behalf of the Tenant) made a [declaration] [REDACTED] paragraph 7] [statutory declaration in the form set out in [REDACTED] Schedule 2 to the 2003 Order.

9.3 The Tenant confirms [REDACTED] who made the declaration on the

Tenant's authority.

9.4 The [REDACTED] tenant agree pursuant to section 38A (1) of the Landlord and Tenant Act 1954 that sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by the [REDACTED]

10. **[Guarantor'**

10.1 The C

10.1. **A**ndlord that the Tenant will comply with all the obligations set forth in this Lease. If the Tenant defaults, the Guarantor shall be obligated to and comply with those obligations;

10.1.1. **Landlord** as primary obligor, and separate to the 10.1.1 above, to indemnify the Landlord against all damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants and obligations (as set forth in the supplemental documents to this Lease); and

10.1. **M** Landlord as primary obligor to indemnify the
 losses, costs, damages and expenses caused to
 Tenant proposing or entering into any company
 arrangement, scheme of arrangement or other scheme
 which may have the effect of impairing, compromising or
 affecting the obligations of the Guarantor in this clause 10.

10.2 If the Tenant fails to pay the Rent by the due date, the Landlord, at its discretion, notifies the Guarantor within three months of the date of default. If the Landlord provides a written notice of disclaimer or forfeiture of this Lease or the Tenant fails to pay the Rent within the period specified in the notice, the Guarantor must, within ten working days of the date of the notice, register the Lease with the Registrar of Companies. The Landlord, at its option either:

10.2. **Reimbursement of cost** (including payment of the Landlord's costs) in the event of the termination or expiration of the Lease of the Premises:

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

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

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

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

the same terms and conditions as this Lease; or

10.2. [REDACTED] arrears of the rents, any outgoings and all other Lease plus the amount equivalent to the total of [REDACTED] and all other sums due under this Lease that

- would be paid to the Landlord within 6 months following the disclaimer, forfeiture or
- 10.3 If clause 10.2.1 applies, the Tenant shall pay the Landlord's costs (on a full indemnity basis) and the Landlord shall not be bound to grant the lease.
- 10.4 If clause 10.2.2 applies, the Landlord shall, on the payment in full, the Landlord must release the Guarantor from the obligations under this clause 10 (but that will not affect the Landlord's obligations in relation to any prior breaches).
- 10.5 The Guarantor's liability shall be discharged by:
- any failure by the Landlord to enforce in full, or any delay in enforcement, against the Tenant, or any concession allowed to the Tenant;
 - the Landlord waiving any right or remedy against the Tenant for any breach of the obligations due under this Lease or observe this Lease;
 - any rent or other payment accepted by the Landlord;
 - any variation or surrender of the Lease except that a surrender of part will not discharge the Landlord's liability in respect of the surrendered part;
 - any disclaimer by the Tenant or the Guarantor;
 - any change in the constitution or status of the Guarantor or of any other person who is liable for the obligations of the Guarantor;
 - any acquisition of the whole or any part of the business of the Guarantor by any party with any other person;
 - the death of the Guarantor or the Tenant (Covenants) Act 1995;
 - anything else which discharges the Guarantor's liability by deed.
- 10.6 The Guarantor must not compete with the Landlord in the event of the insolvency of the Guarantor or the Tenant's obligations under this Lease.
- 10.7 The Guarantor shall discharge the obligations under this Lease at the earlier of:
- The date the Guarantor ceases to be a company;
 - The date the Guarantor ceases to be a company in the tenant covenants under this Lease pursuant to the Tenant (Covenants) Act 1995; or
 - The date the Guarantor ceases to be a company in accordance with clause 10.4.
11. **[Tenant Option To Extend]**
- 11.1 Provided the Tenant complies with any of the terms of this Lease, the Tenant shall have the option to extend the Lease for an additional term of <<insert term of year>> to and including <<insert extended term of year>> (the "Extended Term") (the "Term of Tenure excluded").

lease
except
11.1.

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same terms and conditions set forth in this Lease,
ns, covenants and conditions below:

exercise this said option, then the Tenant shall
with written notice no earlier than the date which
an be served to exercise option e.g. 12 or 9
) months prior to the expiration of the term of the
than the date which is <<last notice period to
or 3 months>> _____ (__) months prior to the
of this Lease. If the Tenant fails to provide such
all have no further or additional right to extend or
Lease.

11.1.

not be transferable and shall be personal to the

12. **Applicable**

12.1 This
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contractual obligations arising out of or in connection
law of England and Wales.

12.2 Subje
be s
have
with t

ny provisions in this Lease requiring a dispute to
y arbitration, the courts of England and Wales
decide any dispute arising out of or in connection
elation to any non-contractual obligations.

12.3 Any
arisin
contr

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

THIS LEASE has b
dated

d and delivered on the day on which it has been

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative co e)

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

Signature:

Director

Signature:

[Director][Secretary]

A

M

P

L

E

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where landl

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

Director

Director/Secretary

OR (alternative company execution)

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

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Signature:

Director

<<Affix seal here>>

Signature:

Director

Signature:

OR (alternative completion)

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

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 of witness

Name (in BLOCK CAPITALS)

Address _____

[Execution clauses]

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

Director

Director/Secretary

OR (alternative completion)

Executed as a deed
<<Guarantor's Name>>
acting by [a director

[Director][Secretary]

Signature:

Director

Signature:

<<affix seal here>>

Signature:

Director

S

A

M

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L

E

secretary] [two directors]

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 guarantor is a director)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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Rights Granted to the Tenant

1. The right to use the Premises for the purpose of connecting the Premises to the public mains for the supply of water, gas, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar supplies to the Premises.
2. The right to use the Premises from any adjoining premises owned by the Landlord.
3. [The right in and to the Premises is granted to the Tenant and all others authorised by the Landlord to:
 - a) use the Premises for the purpose of gaining access on foot only to and egress from the Premises by means of the courtyards and emergency escapes within the Premises [which are shown edged green on the plan attached to this Lease];
 - b) use the Premises for the purpose of gaining access to and egress from the Premises by means of the estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
 - c) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in paragraph 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* (1969) 1 AC 812.]

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Second Schedule

to the Landlord

1. The right to the passage of foul and surface water drainage, electricity, oil, telephone, heating, gas, internet, data communications and similar supplies or utilities through the Conduits at the adjoining or neighbouring premises
2. The right to enter the Premises
 - a) to review or measure the performance of the Premises including to install and to monitor the same within or relating to the Premises and to prepare an Environmental Statement
 - b) to estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work cannot be carried out without entry onto the Premises, the right to enter them to:
 - a) to build on or into any land on or adjacent to the Premises; and
 - b) to inspect, repair, alter or carry out other works upon any adjoining premises
4. [Where the Tenant (in its Environmental Statement) consents, the right to enter the Premises to carry out any works to improve their Environmental Performance.]
5. The right to enter the Premises if the Landlord is expressly entitled or required to do under this Lease or with this Lease provided that
 - a) the Landlord gives the Tenant at least 14 days prior notice (except in the case of emergency, when the Landlord may give as much notice as may be reasonably practicable)
 - b) the Landlord observes the Tenant accompanied by the Tenant's representative available at the Premises at the time of the Landlord's entry set out in this Lease;
 - c) the Landlord observes any specific requirements of the Tenant's business as reasonably practicable;
 - d) the Landlord causes as little interference as reasonably practicable;
 - e) the Landlord causes as little physical damage as reasonably practicable;
 - f) the Landlord repairs any physical damage caused as soon as reasonably practicable;
 - g) the Landlord obtains the Tenant's approval to the location, method of working and the time for, and execution of the works;
 - h) the Landlord remains upon the Premises only so long as is reasonably necessary; and
 - i) the Landlord exercises its rights outside the normal business hours of the Premises.

SAMPLE

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|-----|---|
| 6. | The right to use the roof of the Premises and to place equipment on the roof of the Premises and to use the roof as the Landlord may require.]] |
| 7. | The right to carry out construction, demolition, alteration or redevelopment (or permit others to do so) as the Landlord in its absolute discretion thinks fit, whether or not these works interfere with the flow of light and air to the Premises, and the right in connection with those works to underpin the Premises as the Landlord: |
| a) | giving notice of the works to be carried out; |
| b) | consent to the management of potential interference; |
| c) | taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises; |
| d) | taking steps to ensure that the works comply with all relevant standards of construction and workmanship; |
| e) | taking steps to avoid or reduce any interference to the Premises by noise, dust or vibration, taken into consideration the Tenant's suggestions and proposals; |
| f) | making good any damage to the Premises or its contents. |
| 8. | The right, with the consent of the Landlord, to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the works 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 is erected and dismantled as is reasonably practicable to the minimum obstruction; |
| c) | the scaffolding is not used for advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has obtained the Landlord's consent; |
| d) | if the scaffolding obstructs or interferes with the signage of the Premises, the Landlord may permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that the signage is not obstructed or interfered with by the scaffolding. |
| 9. | The right to use the Premises and without prejudice to the above conditions situate any building or structure on the Premises. |
| 10. | The right to use the Premises for any adjoining premises owned by the Landlord or any other premises owned by the Landlord. |
| 11. | All rights of the Landlord (notwithstanding any reservation) |

This is a sample document. The text is not intended to be used as a legal document.

1. Not without the Landlord's written consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or other permission in writing accompanied by all information required to determine the suitability of the material in question for use on the Premises and will be kept in accordance with relevant legislation.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant regulations 2012 at the Premises.
4. Not to obstruct the movement of vehicles or pedestrians on the Landlord's Neighbouring Property.
5. No vehicles may be parked on the Premises or in any service area within the Landlord's Neighbouring Property unless it is reasonably necessary for the purposes of loading or unloading goods and no vehicles may remain overnight.
6. No mat, brush or mop may be placed outside the Premises, nor shall anything be thrown out of the windows.
7. Not to place harmful, toxic or flammable waste or refuse only in the bins provided on the Premises but to dispose of such waste or refuse only in accordance with the relevant laws and in consultation with the Local Authority and the Landlord.
8. Not to overload any structure on the Premises nor any machinery or equipment on the Premises.
9. No blind should be fitted to any window on the Premises without the previous written approval of the Landlord as to the design and material.
10. Not to place or expose to view any goods or things on the Landlord's Neighbouring Property.

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Rent Review Provisions

1. The Annual Rent payable by the Tenant on every Review Date. The amount of the Annual Rent shall be the greater of the Annual Rent which was payable by the Tenant on the Relevant Review Date and the Open Market Rent as at that date.
2. The Landlord and Tenant shall agree the amount of the Open Market Rent before each Review Date. If for any reason the Open Market Rent shall not have been agreed by the Relevant Review Date which is three months before the Relevant Review Date, the Tenant may at any time thereafter (whether before or after the Relevant Review Date) by notice in writing to the other party require that the Open Market Rent be referred to an Independent Expert provided that Landlord and Tenant so agree the determination of the Open Market Rent shall be referred to Arbitration.
3. The Independent Expert shall:
 - 3.1 act as an impartial arbitrator;
 - 3.2 invite the Landlord and Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Landlord and Tenant an opportunity to make counter proposals;
 - 3.4 give his decision on the Open Market Rent, which will be binding on the parties.
4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in the proportion that the Independent Expert shall determine or in the event that no such determination is given equally between the Landlord and the Tenant.
5. If the Open Market Rent is not ascertained by any Relevant Review Date:
 - 5.1 the Tenant shall continue to pay the Rent to the Landlord until the date when the Open Market Rent is ascertained. The Annual Rent at the yearly rate payable for the period from the Relevant Review Date;
 - 5.2 upon the Open Market Rent being ascertained the Landlord will demand the difference (if any) between the Annual Rent actually payable from such Relevant Review Date and the Annual Rent which the Tenant has actually paid and the amount that would have been payable had the Annual Rent been ascertained before the Relevant Review Date;
 - 5.3 the Tenant shall pay the difference to the Landlord within 10 working days after the date of demand at the base rate of Barclays Bank plc calculated by simple interest on a daily basis from the date of payment of that difference from the date on which the difference became payable to the date of payment. If not paid within 10 working days the difference shall be added as rent in arrear.
6. When the Open Market Rent is ascertained pursuant to the provisions of this Schedule, the Tenant shall complete a memorandum (in duplicate) of the yearly rate of the Open Market Rent payable under this Lease from the Relevant Review Date. The memorandum shall be signed by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence of the taking of any steps under this Schedule.

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