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<p><b>LR1. Date of lease</b></p>	<p>&lt;&lt;Insert date in full&gt;&gt;</p>
<p><b>LR2. Title number(s)</b></p>	<p><b>LR2.1 Landlord's title number(s)</b></p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>&lt;&lt;Insert Landlord's title number(s)&gt;&gt;</p> <p><b>LR2.2 Other title numbers</b></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>&lt;&lt;Insert other title number(s)&gt;&gt;</p>
<p><b>LR3. Parties to this lease</b></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 Landlord and Tenant (Overseas Entities) Regulations 2015.</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 Landlord and Tenant (Overseas Entities) Regulations 2015, the Crime (Transparency) Regulations 2014 and the Landlord and Tenant (Overseas Entities) Act 2022. 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 can be found in <a href="#">practice guidance</a>.</i></p>	<p><b>Landlord</b></p> <p>&lt;&lt;Insert name of Landlord&gt;&gt;</p> <p>&lt;&lt;Insert address of Landlord&gt;&gt;</p> <p>&lt;&lt;Insert company number&gt;&gt;</p> <p><b>Tenant</b></p> <p>&lt;&lt;Insert name of Tenant&gt;&gt;</p> <p>&lt;&lt;Insert address of Tenant&gt;&gt;</p> <p>&lt;&lt;Insert company number&gt;&gt;</p> <p><b>Guarantor (if any)</b></p> <p>&lt;&lt;Insert name of Guarantor&gt;&gt;</p> <p>&lt;&lt;Insert address of Guarantor&gt;&gt;</p> <p>&lt;&lt;Insert company number&gt;&gt;</p> <p><b>Other parties</b></p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p>&lt;&lt;Insert name of other party&gt;&gt;</p> <p>&lt;&lt;Insert address of other party&gt;&gt;</p> <p>&lt;&lt;Insert company number&gt;&gt;</p>
<p><b>LR4. Property</b></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><b>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.</b></p> <p>The property [shown edged red on the plan attached to this lease and] known as &lt;&lt;Insert address of Property&gt;&gt;</p>

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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-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to this lease which contains the statement

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

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statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases by a charity) of 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.

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including the commencement date>>

including the expiry date>>

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

as follows:  
term>>

**LR7. Premium**

Specify the total premium, including VAT where payable.

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.

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contains a provision that prohibits or restricts dispositions.

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**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 restrictive covenants*

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

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apply for each of them against which title and the restriction you

Standard forms of re Schedule 4 to the L 2003.

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

If the Tenant is one p the alternative statem

If the Tenant is m complete this clause b inapplicable alternativ

[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 thi terms

ere the context otherwise requires, the following meanings;

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**'Accounting Date'**

ate when service charge year ends e.g. 31 alternative date notified to the Tenant at any time by

**'Act of Insolvency'**

y step-in connection with any voluntary arrangement compromise or arrangement for the benefit of any Tenant or any guarantor;

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

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

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

ment of a voluntary winding-up in respect of the guarantor, except a winding-up for the purpose of

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	<p>amalgamation or reconstruction of a company in which a statutory declaration is filed with the Registrar of Companies;</p> <p>(f) the making of a petition for a winding-up order in respect of the Tenant or any guarantor;</p> <p>(g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for a Tenant or any guarantor to be struck-off;</p> <p>(h) the Tenant or any guarantor being placed in liquidation (but excluding a voluntary arrangement entered into by the Tenant or any guarantor);</p> <p>(i) the making of an application for a petition for a bankruptcy order against the Tenant or any guarantor;</p> <p>The paragraphs above shall apply to a partnership or limited liability partnership (as defined in the Partnership Act 1907 and the Limited Liability Partnerships Act 2000 respectively) and to a partnership referred to in the Insolvent Partnerships Act 1994/2421 (as amended), and a limited liability partnership referred to in the Limited Liability Partnerships Act 2000 (as amended).</p> <p>Act of Insolvency includes any and all actions that may be taken pursuant to the legislative provisions of the Insolvency Act 1986 in relation to a tenant or guarantor incorporated in any jurisdiction.</p>	<p>... in respect of ... ... filed with the ... ... winding-up order ... ... the Register of ... ... Tenant or any ... ... (but excluding ... ... the presentation ... ... a bankruptcy ... ... ship or limited ... ... and the Limited ... ... ations referred ... ... 94/2421) (as ... ... in the Limited ... ... s referred to in ... ... 001/1090) (as ... ... vents that may ... ... in relation to a ... ... such relevant ...</p>
<p><b>‘Annual Rent’</b></p>	<p>means £&lt;&lt;annual rent&gt;&gt; per year as defined in the Fourth Schedule;</p>	<p>... reviewed under ...</p>
<p><b>‘Arbitration’</b></p>	<p>means arbitration under the Arbitration Act 1996 agreed by the Landlord and Tenant or as determined by the President (or the Chief Officer) of the Royal Institution of Chartered Surveyors on the written application of the Landlord or the Tenant;</p>	<p>... single arbitrator ... ... ment appointed ... ... er) for the time ... ... on the written ...</p>
<p><b>‘Common Parts’</b></p>	<p>means all roads, footpaths, yards, staircases, lifts and landings [which are shown on the plan attached to this Lease] and any other parts of the Estate provided for use in common by the Landlord and visitors;</p>	<p>... fire escapes, ... ... ow on the plan ... ... ate which are ... ... of the Estate,</p>
<p><b>‘Conduits’</b></p>	<p>means any media for the transmission of water, gas, electricity, oil, telecommunications, internet, data communications and other services;</p>	<p>... ul and surface ... ... mmunications, ... ... ies;</p>
<p><b>‘Energy Performance Certificate’</b></p>	<p>has the meaning given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>	<p>... e of Buildings ...</p>

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<p><b>'Environmental Performance'</b></p>		<p>the following:          tion of energy and associated generation of          s emissions;          on of water;          on and management; and          onmental impact arising from the use or operation of</p>
<p><b>'Estate'</b></p>		<p>buildings known as &lt;&lt;address of building&gt;&gt; with title          title number&gt;&gt; including all additions and</p>
<p><b>'Financial Year'</b></p>		<p>etween two consecutive Accounting Dates (including          g the second) or at the end of the Term means the          e preceding Accounting Date and ending at the end</p>
<p><b>'Independent Expert'</b></p>		<p>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 Tenant;</p>
<p><b>'Initial Service Charge'</b></p>		<p>of first year's service charge&gt;&gt; per year;</p>
<p><b>'Insurance Rent'</b></p>		<p>the Landlord of:          mises insured in accordance with the Landlord's          s Lease;          loss of Annual Rent;          public or third-party liability; and          ons of the Premises for insurance purposes from            ny excess or deductible under any insurance policy          d incurs or will incur in reinstating the Premises          ction or damage by an Insured Risk;          ne amount that the insurers refuse to pay following          uction by an Insured Risk to the Premises because          ct or failure to act; and          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>

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<p><b>'Insured Risks'</b></p>	<p>re (including subterranean fire), lightning, explosion, violence, subsidence, landslip, heave, earthquake, burst or rupture of pipes, tanks or apparatus, impact by aircraft or other falling objects, impact by any articles dropped from them, impact by vehicles, riot, strike or civil commotion and malicious damage to the extent, in respect of which cover is generally available on normal commercial terms in the insurance market at the time the insurance is taken out, and in respect of which the Landlord reasonably insures from time to time, subject to any excesses, limitations and exclusions set out in the policy terms;</p>
<p><b>'Interest'</b></p>	<p>the rate of &lt;&lt;rate of interest on outstanding payments of the Lease per year above the base rate for the time being of force of the Lease or (if base rate or that bank ceases to exist) a rate of interest rate notified by the Landlord to the Tenant;</p>
<p><b>'Interim Sum'</b></p>	<p>the amount on account of the Service Charge for the financial year calculated by the Surveyor (acting as an expert) or the Surveyor's estimate of the likely amount of the Service Charge for the financial year in question;</p>
<p><b>'Landlord'</b></p>	<p>the person entitled to the immediate reversion to this Lease;</p>
<p><b>'Letting Unit'</b></p>	<p>any office suite or other unit of accommodation on the premises (including any accommodation provided for a porter or caretaker) which is or is to be exclusively occupied (or intended for letting or occupation) otherwise than solely in connection with the business of the Estate or the provision of services to the Estate;</p>





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

**'Premises'**

described in paragraph LR4 at the beginning of this

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er, tile and other surface finishes and internal walls in or bounding the Premises and all

doors and windows including the glass, the frames

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structural walls and partitions lying within the

tered coverings or other surface finishes of the underside of the joists or other structures to which are fixed, including for the avoidance of doubt the ceiling tiles and the suspension system;

and other surfaces of the floors down to the upper joists or structures to which the floors are fixed; including only the Premises including the guard rails of

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which serve the Premises exclusively;

electrical, mechanical and water and sanitary apparatus and fixtures and fittings to the Premises and all other fixtures and fittings (other than tenant's fixtures and fittings) not

shall not include:-

the building (other than any matters expressly included in the Lease) above the underside of the joists or structures to which the floors are fixed or below the upper surfaces of the joists or structures to which the floors are fixed including the floor slab the concrete floor slab of the balcony (if any);

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the timbers and joists and other load bearing parts of the building except those surface finishes and coverings and doors and windows expressly included above;

any other parts of the building which do not serve the Premises

**'Rent'**

shall be reserved as rent by this Lease;

**'Rent Commencement Date'**

shall be the date on which rent is first to be paid>>;

**'Rent Days'**

shall be [24 June, 29 September and 25 December] in each

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<b>'Retained Property'</b>		the Estate which are not Letting Units including (but not limited to) the following parts; the structure, walls, foundations and roofs which are part of the Premises and would not be included in the other Letting Units of the Estate if they were let on the same basis as the other Letting Units;
<b>'Review Date'</b>		each of the years <<years>>] and "Relevant Review Date" shall be determined accordingly;
<b>'Service Charge'</b>		proportion (calculated on a floor area basis or any other basis which the Landlord decides from time to time)] OR [<<proportion of the Service Cost which the Tenant must pay>>%] of the Service Cost;
<b>'Service Cost'</b>		the Service Charge or costs incurred by the Landlord in providing the Services, together with the cost of keeping accounts of service costs, preparing and issuing service charge statements and retaining copies of those statements;
<b>'Services'</b>		the Services provided by the Landlord as set out in Clause 4.3;
<b>'Surveyor'</b>		the Surveyor or architect from time to time appointed by the Landlord;
<b>'Tenant'</b>		the Tenant in title and assigns;
<b>'Term'</b>		the Term specified in paragraph LR6 at the beginning of this Lease or the extension or continuation of it or period of holding over;
<b>'Title Matters'</b>		the Title Matters (if any) set out in the following documents: <<insert the details of the documents affecting the landlord's title to the Premises>>;
<b>'Underletting Requirements'</b>		the Underletting Requirements are as follows: the Underletting Requirements are that the Lease is at a rent not less than the then open market rent for the Premises, payable in advance on the Rent Days; the Underletting Requirements are that the Lease excludes sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954; the Underletting Requirements are that the Lease is not granted for a fine or premium or a reverse premium; the Underletting Requirements are that the Lease does not give the undertenant a rent-free period (other than such as is reasonable to allow for any fitting out);

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	<p>(e) that the underlease contains provisions for alterations corresponding to the alterations to the Lease;</p> <p>(f) that the underlease contains provisions for the rent reserved by the underlease or the Annual Rent is to be reviewed;</p> <p>(g) that the underlease contains provisions for other dealings with the underlease or charge of the whole and the part of the Landlord;</p> <p>(h) that the Landlord shall receive from the undertenant to observe and perform the covenants in the underlease;</p> <p>(i) that the underlease contains provisions for the undertenant to pay as additional rent the whole or part of the sums, excluding the Annual Rent, payable under this Lease; and</p> <p>(j) that the underlease contains provisions for the undertenant to have regard to the reasonable requirements of the Landlord having regard to the nature of the proposed Underlease;</p>	<p>use and</p> <p>the rent which the</p> <p>positions of or on assignment or assignment without the consent of the Landlord;</p> <p>the covenants in the underlease;</p> <p>undertenant to pay as additional rent the whole or part of the sums, excluding the Annual Rent, payable under this Lease; and</p> <p>are to have regard to the reasonable requirements of the Landlord having regard to the nature of the proposed Underlease;</p>
<p><b>'VAT'</b></p>	<p>means the tax as constituted by the Value Added Tax Act 1994 (and any other monies payable by the Tenant are excluded from the definition of rent for chargeable).</p>	<p>Act 1994 (and any other monies payable by the Tenant are excluded from the definition of rent for chargeable).</p>

1.2 Unless the context otherwise requires, each of the following shall have the following meanings:

- 1.2.1 "writing" or "written" includes fax but excludes e-mail;
- 1.2.2 a "working day" is a reference to any day which is not a Saturday, Sunday or a bank or public holiday in England or Wales;
- 1.2.3 a statute or a provision of a statute or a regulation means a statute or a provision as amended or re-enacted;
- 1.2.4 "this Agreement" is a reference to each of the Schedules as amended or supplemented;
- 1.2.5 a Schedule is a schedule to this Agreement;
- 1.2.6 a clause or paragraph is a reference to a clause or paragraph in the Agreement (other than the Schedules) or a paragraph in a Schedule.

1.3 In this Agreement:

- 1.3.1 any reference to a person includes a company, partnership, unincorporated body (whether or not registered in England or Wales) or an individual (whether or not a natural person);
- 1.3.2 words importing the singular number include the plural and vice versa;
- 1.3.3 words importing any gender include the other gender;
- 1.3.4 references to the end of the Term include references to the termination of the Term otherwise than by effluxion of time;
- 1.3.5 any covenant by the Tenant not to do anything includes an obligation not to permit or suffer such a 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 ... rving for the benefit of the Estate the rights set out in the ... subject to the Title Matters.

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 ... and all payments on account of it (payable as );

2.2.4 ... om the Tenant to the Landlord under this Lease;

2.2.5 ... er this Lease.

3. **Tenant's Co**

3.1 The T ... e Landlord:

3.1.1 ... times and in the manner stated without any legal , set-off or counterclaim unless required by law.

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

3.1.4 ... n the Rent payable; and

3.1.5 ... e Landlord's dealing with its own interests.

3.1.6 ... e Landlord against all charges incurred relating to and surface water drainage, electricity, oil, ecommunications, internet, data communications

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at all reasonable times on reasonable prior notice to enter and inspect the Premises and:

or its agents or Surveyor gives to the Tenant (or Premises) notice of any repairs or maintenance that has failed to carry out or of any other failure by the Tenant to comply with its obligations under this Lease, to require the Tenant to carry out or remedy such failure in accordance with clause 3.1.11 (whether or not during the Term or within a period of two months from the date of the notice or the date of the Surveyor's report if required); and

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

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is entitled to exercise any right to enter the Premises to carry out repairs, maintenance, improvements, alterations, decorations, repairs, contractors, agents and professional advisors, and to require the Tenant to carry out such works at any reasonable time (whether or not during the Term or within a period of two months from the date of the notice or the date of the Surveyor's report if required); and, except in the case of an emergency after the occurrence of which immediate entry is necessary, to give reasonable notice (which need not be in writing) to the Tenant of the intended entry.

3.1.1

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shall be liable to indemnify the Landlord on demand on an indemnity basis all costs, charges and expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which would be so incurred if the Tenant were in breach) payable by the Landlord) in connection with or in consequence of the exercise of any of the rights conferred on the Landlord by clause 3.1.11.

of the tenant covenants of this Lease;

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;

in writing by the Tenant for consent under this Lease, or if such application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent.

works to the Premises to improve their condition or appearance or to carry out works to the Premises to improve their Performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

and service of a schedule of dilapidations served on the Tenant within six months after the end of the Term.

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use the Premises for any illegal or immoral purpose;

use the Premises as sleeping accommodation or for any other purpose not permitted by the Lease;

carry on at the Premises any offensive, noisy or objectionable trade, business, manufacture, occupation or activity.

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premises only for the Permitted Use [and only hours of 8AM and 6PM Mondays to Fridays (and not on public holidays)].

3.1.1

ons:

Premises with any adjoining premises;

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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

mitted in clause 3.1.17 below,] not to make any alterations or alterations of a non-structural nature to the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).

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without consent from the Landlord erect, alter or remove any non-removable partitioning which does not affect the structural integrity of the building or adversely affect the mechanical ventilation or heating of the building or have an adverse impact on the energy performance of the Premises or the Estate and which are not the Tenant's fixture subject to the Tenant:

Landlord not less than <<notice period given to Tenant for any work being carried out e.g. 2 months>> notice in writing to carry out any such works;

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such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required under statute;

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

3.1.2

Landlord of the cost of any alterations or additions to the Premises made by the Tenant (except any which are trade or tenant's fixtures) as soon as practicable and so that the Tenant shall not be liable for any failure to affect any necessary repairs or alterations for which the Premises are insured unless the Landlord is provided that information.]

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the Construction (Design and Management) Regulations apply to any works carried out to the Premises and the Tenant's consent is required for them under this clause and the Regulations and to provide the Landlord with a copy of the health and safety file upon completion of the works.

3.1.2

signage, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign displaying the Tenant's trading name in the position specified by the Landlord to the Estate and on the entrance door to the Premises, such sign being of a size, design, layout and material to be agreed in writing by the Landlord and at the end of the Term to remove any sign and to repair any damage caused to the reasonable satisfaction of the Landlord.

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obligations 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

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;

remises equipped with all fire prevention detection  
quipment which is required by law or by the insurers  
s or reasonably required by the Landlord and to  
quipment 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

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

3.1.2

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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

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on:

Premises on trust for another;

another to occupy the whole or any part of the

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

ne 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

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giving consent require compliance with the clause 3.1.23;

part only of the Premises; and

the Premises as a whole without the prior written consent of the Landlord provided that the Landlord may as a condition of giving consent impose one or more of the requirements.

3.1.2

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Landlord may impose in relation to an assignment of the Premises the following conditions, which shall be in addition to any other conditions which may be imposed:

The assignee is not someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of any former tenant of this Lease under an authorised assignment;

The assignee enters into an agreement guaranteeing that the assignee will perform all the tenant's covenants in this Lease (an "Assignment Guarantee Agreement") in such form as the Landlord may reasonably require;

The assignee is in the Landlord's reasonable opinion of sufficient financial standing to enable it to comply with the obligations and conditions contained in this Lease;

The assignee provides a deed of standing acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

The assignee enters into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing a deposit of not less than <<e.g. six>> months' Annual Rent (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants under this Lease with a charge over the deposit; and

The assignee pays all arrears of the Annual Rent or any other sums due under this Lease and that any material breach of covenant by the Tenant has been remedied.

3.1.2

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

3.1.2

The Landlord shall not be bound to comply with any request for access to the Premises if compliance with such request would require the Landlord to incur any expense or to incur any liability in respect of the requirements of the Landlord's insurers and the Landlord shall not be bound to do anything which could invalidate any such insurance policy.

The Landlord shall not be bound to do anything which increases any premium payable by the Landlord to repay the Landlord's premium to the Landlord on demand.

3.1.2

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The Tenant shall be liable for the cost of all taxable supplies made to the Tenant in respect of the Premises on the due date for making any payment or, if the due date for such payment has not yet arrived, on the date on which that supply is made for VAT purposes.

3.1.2

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obliged, under or in connection with this Lease, to pay to any other person any sum by way of a refund or credit for such VAT under the Value Added Tax Act

3.1.3

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indemnify the Landlord against all actions, claims, damages, expenses, charges and costs incurred in defending or settling any action, claim or proceedings for any personal injury or death, damage to any property or interest of any right arising from:

(a) the condition of the Premises or the Tenant's use of the Premises; or  
(b) the exercise of the Tenant's rights; or  
(c) the carrying out of any alterations.

3.1.3

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the amount covered by the indemnity in clause 3.1.28, the Tenant shall reimburse the Landlord of the claim as soon as reasonably practicable after receiving notice of it;

(b) the Tenant with any information and assistance in connection with any 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) the Landlord to carry out any repairs (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.1.3

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Common Parts:  
the Tenant shall take such necessary steps to prevent any damage to the Premises, including (but without limitation) when bringing in goods, furniture or luggage from the Premises;  
the Tenant shall use the entrance, passage, staircase, lavatories and water supply in the Common Parts in a careful manner and to make good any damage caused by improper or careless use;  
the Tenant shall keep the entrances, passages and staircases in the Common Parts free from obstruction at all times.

3.1.3

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the 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.

3.1.3

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and expenses referred to in this Clause 3.1.32 are included in the Service Charge, to pay on demand to the Landlord (to be determined by the Landlord) of the amount of the costs properly incurred by the Landlord in insuring, maintaining, cleansing and (where appropriate) repairing the structures or other items which are used or are intended to be used by the Premises in common with any other part of the Premises.

3.1.3

no assignment, transfer, underlease or charge of the Premises shall be made by the Tenant, any undertenant or any other person without the prior written consent of the Landlord.

S

ified copy of the relevant document together with  
of the relevant registered titles to the Landlord.

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.

A

3.1.3 to deliver to the Landlord the original of this Lease  
as the Landlord reasonably requires to close  
and to remove entries in relation to it noted against  
ed 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  
dlord in the same terms as the original guarantor.

4. Landlord's

4.1 The L the Tenant:

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

4.1.2 es (other than any plate glass in the Premises)  
e by the Insured Risks for the full reinstatement  
sional fees and incidental expenses, debris  
ce and irrecoverable VAT, provided that the  
subject:

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4.1.2 being available in the London insurance market on  
ns acceptable to the Landlord; and  
es exclusions or limitations as the insurers may

4.1.3 l necessary planning and other consents, to use  
eceived (other than for loss of rent) to repair the  
money has been received or (as the case may be)  
s. The Landlord shall not be obliged to:

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4.1.3 mmodation identical in layout or design so long as  
n reasonably equivalent to that previously at the  
rovided;

4.1.3 ld if the Tenant has failed to pay any of the  
; or

4.1.3 d the Premises after a notice has been served  
use 4.2.

4.2 If, fol that i termi shall Land proced to the  
struction of the Premises, the Landlord considers  
tical to reinstate the Premises, the Landlord may  
notice to the Tenant. On giving notice this Lease  
be without prejudice to any right or remedy of the  
each of the tenant covenants of this Lease. Any  
er than any insurance for plate glass) shall belong

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the Lease (or any part of them) at any time after the end of the Lease (but this will not affect any right or remedy available to the Landlord or the Tenant under the Lease).

5.2 If the Premises (or any part of them) are destroyed or damaged by any Insured Risk so as to be unfit for occupation or use by the Tenant, the insurance is not vitiated and payment of the insurance proceeds wholly or in part through any act, neglect or default of the Tenant or any person claiming through or 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 again occupied or used by the Tenant, whichever is the shorter period.

5.3 Nothing in this Lease shall give the Tenant the right to enforce, or to prevent the enforcement of, any covenant, right or condition 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 Landlord warrants that nothing in this Lease constitutes or shall constitute a breach of any warranty that the Premises may lawfully be used for the purposes of the Tenant's Lease.

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

6. Notices

6.1 Any notice or other communication 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 specified in the notice or other communication as its address for service on the 'working days' notice under this clause 6.

6.2 A notice or other communication shall be deemed to have been served on the recipient if it is served on the recipient at the address specified in the notice or other communication as its address for service on the 'working days' notice under this clause 6.

6.2.1 If the recipient is an individual liability partnership registered in the United Kingdom, the notice or other communication shall be served at its registered office;

6.2.2 If the recipient is a company, partnership or other body incorporated or formed in a country outside the United Kingdom, the notice or other communication shall be served at the address for service in the United Kingdom specified 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 If the recipient is an individual, the notice or other communication shall be served on the recipient at the address specified in the notice or other communication as its address for service on the 'working days' notice under this clause 6.

6.2.4 If the recipient is the Landlord, the notice or other communication shall be served on the Landlord, at any postal address in the United Kingdom specified in the deed or document to which they are a party, or if no such address is given, at its last known address in the United Kingdom;

6.2.5 If the recipient is the Tenant, the notice or other communication shall be served on the Tenant, at the Premises;

6.2.6 If the recipient is a guarantor, the notice or other communication shall be served on the guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and

6.2.7 If the recipient is any other party, the notice or other communication shall be served on that party, at their last known address in the United Kingdom.

6.3 Any notice or other communication shall be deemed to have been served as served on the second working day after the date of posting or delivery.

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date  
time  
left a

paid first-class post or special delivery or at the  
or left at the recipient's address if delivered to or

6.4 If a n  
on a  
follow

on a day that is not a working day or after 5:00PM  
created as served at 9:00AM on the immediately

6.5 Servi

mail is not a valid form of service under this Lease.

7. **[Termination]**

7.1 The L  
giving  
month

this Lease at any time [after <<insert date>>] by  
than <<notice period to terminate lease e.g. 3 or 6  
take effect at any time.

7.2 If the  
for an

Clause 7, this will not affect the rights of any party  
in this Lease.

7.3 The L  
period

the Tenant all payments of Rent that relate to a  
of this Lease.]

8. **[Termination]**

8.1 The T  
giving  
6 mo

this Lease at any time [after <<insert date>>] by  
than <<notice period to terminate lease e.g. 3 or  
to take effect at any time.

8.2 This  
Tenan  
up po

date following a notice given by the Tenant if the  
rent due up to the date of determination and gives  
s and leaves behind no continuing underleases.

8.3 [The  
LR3  
assign  
exist.

Clause 8 is personal to the Tenant named in paragraph  
lease and will end on the date of the first deed of  
Lease or on the date when that Tenant ceases to

8.4 If the  
for an

Clause 8, this will not affect the rights of any party  
in this Lease.

8.5 The L  
period

the Tenant all payments of Rent that relate to a  
of this Lease.]

9. **[Guarantor]**

9.1 The C

9.1.1

Landlord that the Tenant will comply with all the  
this Lease. If the Tenant defaults, the Guarantor  
and comply with those obligations;

9.1.2

Landlord as primary obligor, and separate to the  
9.1.1 above, to indemnify the Landlord against all  
losses and expenses caused to the Landlord by the  
Tenant (the rents or comply with the Tenant's covenants  
and supplemental documents to this Lease); and

9.1.3

Landlord as primary obligor to indemnify the  
Landlord against all losses, costs, damages and expenses caused to the  
Landlord by the Tenant proposing or entering into any company  
arrangement, scheme of arrangement or other scheme having  
the effect of impairing, compromising or releasing  
the obligations of the Guarantor in this clause 9.

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9.2 If the Tenant, at the discretion of the Landlord, notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant being struck off the Register of companies, the Guarantor must, within ten working days of the date of notification, exercise the option either:

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9.2.1 To pay the cost (including payment of the Landlord's costs) of the Lease of the Premises:

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(a) To bring into force, from the date of the disclaimer or forfeiture, the Lease and taking effect on the date of the disclaimer or forfeiture, this Lease or the Tenant being struck off the Register of companies and ending on the date when this Lease would have ended if the disclaimer, forfeiture or striking-off had not occurred;

(b) To pay the amount of any rent and other sums payable at the date of the disclaimer or forfeiture or which would be payable save for any such disclaimer, forfeiture or striking-off;

(c) To pay the amount of any rent and other sums payable at the date of the Rent Review Date next following the Rent Review Date if there is a rent review under this Lease that falls on or after the term commencement date that has not been reviewed as at the date of the Rent Review Date (but with the rent being reviewed as at the date of the Rent Review Date);

(d) To pay the amount of any rent and other sums payable at the Rent Review Dates on each Rent Review Date under this Lease that falls on or after the term commencement date of the Lease;

(e) To pay the amount of any rent and other sums payable on the same terms and conditions as this Lease; or

9.2.2 To pay the amount of any arrears of the rents, any outgoings and all other sums payable under this Lease plus the amount equivalent to the total of the amount of any arrears of all other sums due under this Lease that would be payable if the Lease had continued for a period of 6 months following the disclaimer, forfeiture or striking-off;

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9.3 If the Guarantor is liable to pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

9.4 If the Guarantor, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 9 (but that release shall not affect the Guarantor's rights in relation to any prior breaches).

9.5 The Guarantor's liability shall not be reduced or discharged by:

a) The Guarantor's failure to enforce in full, or any delay in enforcement of, any of its obligations under this clause 9 or any concession allowed to the Tenant or any other person;

b) The Guarantor's failure to exercise any right or remedy against the Tenant for any breach of its obligations under this Lease or observe the Tenant's obligations under this Lease;

c) The Guarantor's failure to require the Landlord to accept any rent or other payment due to the Landlord under this Lease;

d) The Guarantor's failure to exercise its rights under this Lease (except that a surrender of part will end the Guarantor's liability in respect of the surrendered part);

e) The Guarantor's failure to counterclaim that the Tenant or the Guarantor may be liable to pay the Landlord's costs.

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f) disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the

g) a merger by any party with any other person, any acquisition of the whole or any part of the assets or liability by any other person;

h) the occurrence in relation to the Guarantor of an Act of

i) an express or implied release by the Landlord by deed.

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

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

a) the Guarantor shall be released from its obligations under this Lease expires;

b) the Guarantor shall be released from the tenant covenants under this Lease in accordance with the Landlord and Tenant (Covenants) Act 1995; or

c) the Guarantor shall be released from its obligations under this Lease in accordance with clause 9.7.

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10. **Service Charge**

10.1 As soon as practicable after each Accounting Date the Landlord will prepare an account of the Service Cost for that Financial Year and containing a fair summary of the account. The Landlord will send a copy of the account to the Tenant.

10.2 The accuracy of the account pursuant to Clause 10.1 will be certified by the [Landlord] or the [Landlord's Surveyor] and shall be conclusive evidence of all matters of fact relating to the account.

10.3 For each Financial Year the Landlord shall provide to the Tenant an estimate of the Service Cost for the Financial Year (or as soon as practicable after the start of the Financial Year) together with appropriate explanatory commentary and a schedule showing the allocation of the Service Costs to the various parts of the Building; and

10.3.1 the Landlord shall require the Tenant to pay the Interim Sum by equal payments in advance on each Rent Day.

10.4 For the first Financial Year of the Term to the first Accounting Date the Tenant shall pay to the Landlord the Initial Service Charge, the first payment of the Service Cost for the period from and including the first day of the Financial Year (or as soon as practicable before the next Rent Day) to be paid on the date of the first Accounting Date. Subsequent payments to be made in advance on each of the Rent Days of the Financial Year.

10.5 If the Tenant overpays the Service Cost for that Financial Year:

10.5.1 the Landlord shall retain the Interim Sum for that Financial Year, the excess is due to the Tenant;

10.5.2 if the Tenant has overpaid the Interim Sum for that Financial Year, the overpayment will be set off against the next quarterly payment on account.

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10.6 If the expense incurred by the Tenant in any account for a Financial Year a sum of the liability in an account for a subsequent Financial Year.

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10.7 If the Tenant ceases to enjoy the benefit of any of the Services permanently the percentage referred to in the definition of 'Services' will be varied in accordance with Clause 10.8 with effect from the Effective Date following the change.

10.8 The variation of Clause 10.7 will be by agreement between the Landlord and Tenant. In the absence of such a written agreement will be such reasonable variation as shall be determined by the Surveyor (acting as an expert).

11. **[Tenant Option to Renew]**

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11.1 Provided that the Tenant exercises this option in writing before the expiration of the term of this Lease, the Tenant may extend this Lease for an additional term of <<insert number>> years to and including <<insert extended lease term>> years and conditions set forth in this Lease, except as modified by the following provisions and conditions below:

11.1.1 If the Tenant exercises this said option, then the Tenant shall give written notice no earlier than the date which is <<insert number>> months prior to the expiration of the term of the Lease and no later than the date which is <<last notice period to exercise option>> \_\_\_\_\_ (\_\_) months prior to the expiration of the term of the Lease. If the Tenant fails to provide such notice, the Tenant shall not have any further or additional right to extend or renew the Lease.

11.1.2 The option to renew shall not be transferable and shall be personal to the Tenant.

12. **Applicable Law**

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

12.2 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.

12.3 Any order of the courts of England and Wales made in relation to this Lease, including in relation to any non-contractual obligations, shall be enforceable in the courts of competent jurisdiction.

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

[Execution clauses]

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

<<Affix seal here>>

E

Director

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

**OR (alternative completion)**

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

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

Director

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

[Director][Secretary]

**OR (alternative completion)**

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

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

Director

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

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

Address \_\_\_\_\_

**OR (execution clause for an individual)**

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

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

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

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

Address \_\_\_\_\_

**[Execution clauses]**

Executed as a deed by <<Tenant's Name>> in the presence of \_\_\_\_\_

<<Affix seal here>>



S

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

A

OR (alternative completion)

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

Signature:

Director

M

Signature of witness

Name (in BLOCK CAPITALS)

Address

P

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

L

[Execution clauses]

Executed as a deed by the common seal of

E

<<Guarantor's Name  
in the presence of

<<affix seal here>>

\_\_\_\_\_  
Director

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

**OR (alternative completion)**

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

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

Director

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

[Director][Secretary]

**OR (alternative completion)**

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

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

Director

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

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

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

**OR (execution clause for an individual)**

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

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

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

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

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



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**Rights Granted to the Tenant**

- 1. The right to use and maintain mains for the Premises for oil, telephony, gas, water supplies or utilities; Conduits connecting the Premises to the public mains for air, foul and surface water drainage, electricity, gas, water, telecommunications, internet, data communications and similar services to 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;
  - 3.1 use of the Premises as are necessary to obtain access to and egress from the Premises;
  - 3.2 use of the Premises for male lavatories and water closets in the Common Parts of the Estate to be allocated by the Landlord for the use of the Tenants (to be shared in common);
  - 3.3 use of the Premises for gaining access on foot only to and egress from the Premises and the Estate yards and emergency escapes within the Estate [which are shown on the plan attached to this Lease];
  - 3.4 use of the Premises for gaining access to and egress from the Premises and the Estate roads within the Estate [which are shown on the plan attached to this Lease];
  - 3.5 <<insert any other rights to be granted to the Tenant>>.]
- 4. [Except as mentioned in clause 3, the grant of this Lease does not include any right over the Premises or the Estate under section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1868) 15 Q.B. 137.]

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**Rights Reserved to the Landlord**

1. The right to... s, air, foul and surface water drainage, electricity, gas, heating, air conditioning, televisions, internet, data communications and similar services, and any other services, on 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 prevent or reduce any environmental impact;
  - 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 its discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises, or any other premises, required to carry out any works with this Lease, including:
  - a) give the Tenant 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 Premises with the Tenant's representative (but where that includes being accompanied by the Landlord, the Landlord and the Tenant must make that representative available to the Landlord);
  - c) observe the Premises in accordance with the Landlord's entry set out in this Lease;
  - d) cause any damage to the Premises as reasonably practicable;
  - e) cause any disturbance to the Premises as reasonably practicable;
  - f) repair any damage to the Premises that the Landlord causes as soon as reasonably practicable;
  - g) where any works are to be carried out, obtain the Tenant's approval to the location, timing and method of the works, and any other material matters relating to the preparation for, and carrying out of, the works;
  - h) remain on the Premises for no longer than is reasonably necessary; and
  - i) where any works are to be carried out, exercise any rights outside the normal business hours of the Premises.
6. In an emergency, the right to restrict access to the Premises if the Premises facilities are damaged or at risk of being damaged, 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 enter the Premises to carry out works or reduce the extent of any Common Parts or other parts of the Estate, including:
  - a) alter the extent of any Common Parts or other parts of the Estate that are not materially less convenient; or



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Rule – Regulations

- 1. Not without written consent to keep any inflammable, volatile or dangerous or explosive materials on the Premises.
- 2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements of the Regulations.
- 3. When requested in writing by the Landlord to provide a copy of any document relating to the Premises in connection with the Regulations of Asbestos Regulations 2012 at the Premises.
- 4. To obtain, in connection with the Premises, any licence or registration which is required in connection with the Premises and to comply with the terms and conditions of the licence or registration and regulations relevant to the Permitted Use.
- 5. Not to obstruct or interfere with the use of the roads on the Estate.
- 6. No vehicles or trailers to be parked for longer than 24 hours for the purposes of loading or unloading goods or supplies at any one time on any road or driveway on the Estate.
- 7. To comply with any regulations on the estate roads within the Estate.
- 8. No mat, brush, litter or refuse to be thrown out of the Premises, nor shall anything be thrown out of 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 regulations and in consultation with the Local Authority.
- 10. Not to overload the Premises with any machinery or equipment at any one time for the purpose of serving the Premises.
- 11. No blind signs or notices to be displayed on any window of the Premises without the previous written consent of the Landlord in a specified font and type.
- 12. Not without the written consent of the Landlord to allow any item to be stored or left on the Premises, including any materials, tools, machinery or refuse.

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**Rent Review Provisions**

1. The Annual Rent payable in every Review Date. The amount of the Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as determined in accordance with the provisions of this Schedule.
2. The Landlord and the Tenant shall agree the amount of the Open Market Rent before each Review Date. If for any reason (other than the fact that the Open Market Rent has been uncorrected) 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 determination of the Open Market Rent be referred to an Independent Expert and the Landlord shall so agree the determination of the Open Market Rent will instead be determined in accordance with the provisions of this Schedule.
3. The Independent Expert shall be appointed in accordance with the provisions of this Schedule.
  - 3.1 The Independent Expert shall act as an arbitrator;
  - 3.2 The Landlord shall invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
  - 3.3 The Landlord shall give the Tenant an opportunity to make counter submissions; and
  - 3.4 The Independent Expert shall give his decisions, 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 to the Landlord until the date when the Open Market Rent has been ascertained the Annual Rent at the yearly rate payable for the period immediately before the Relevant Review Date;
  - 5.2 upon the date when the Open Market Rent is ascertained the Annual Rent actually payable from such Relevant Review Date and the Landlord will demand the difference (if any) between the amount of the Annual Rent actually paid and the amount that would have been payable if the Annual Rent had been ascertained before the Relevant Review Date;
  - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date when the Open Market Rent is ascertained interest on the amount of that difference at the base rate of Barclays Bank plc calculated on a daily basis from the date on which each instalment of that difference is payable to the date of payment. If not paid those instalments shall be in arrears.
6. When the Open Market Rent is ascertained pursuant to the provisions of this Schedule, the Landlord and the Tenant shall complete a memorandum (in duplicate) of the yearly amount of the Open Market Rent under this Lease from the Relevant Review Date and the memorandum shall be signed by or on behalf of the Landlord and the Tenant respectively.
7. Time is not of the essence in relation to the taking of any steps under this Schedule.

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