

S

A

M

P

L

E

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

S

A

M

P

L

E

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

LR5. Prescribed statements etc

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

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

statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

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

LR6. Term for which the Property is let

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

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

including the commencement date>>

including the expiry date>>

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

as follows:
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.

contains a provision that prohibits or restricts dispositions.

S

A

M

P

L

E

LR9. Rights of acquisition

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

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

S

A

M

P

L

E

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

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

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

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

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

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

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

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

1. Definitions and Interpret

1.1 In this Agreement
terms shall have

text otherwise requires, the following

'Accounting Date'	means Decem the Lar	service charge year ends e.g. 31 date notified to the Tenant at any time by
'Act of Insolvency'	means: (a) the or cre (b) the of a (c) the filing app adr (d) the rec gua (e) the Ter	in connection with any voluntary arrangement or arrangement for the benefit of any any guarantor; for an administration order or the making relation to the Tenant or any guarantor; intention to appoint an administrator, or the described documents in connection with the administrator, or the appointment of an relation to the Tenant or any guarantor; receiver or manager or an administrative property or income of the Tenant or any voluntary winding-up in respect of the except a winding-up for the purpose of

S

A

M

P

L

E

	<p>or reconstruction of a solvent company in respect of any declaration of solvency has been filed with the Companies; or</p> <p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of an application for a bankruptcy order or the making of a bankruptcy order in respect of the Tenant or any guarantor.</p> <p>These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>These provisions include any analogous proceedings or events that may be provided for by the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
<p>'Annual Rent'</p>	<p>per annum >> per year exclusive of VAT as reviewed under the Lease;</p>
<p>'Arbitration'</p>	<p>under the Arbitration Act 1996 by a single arbitrator appointed by the Landlord and Tenant or in default of agreement appointed by the Chief Officer or acting Chief Officer) for the time being in office of the Institution of Chartered Surveyors on the written instructions of the Landlord or the Tenant;</p>
<p>'Common Parts'</p>	<p>entrances, footpaths, yards, halls, passageways, fire escapes, stairs, balconies, landings [which are shown edged yellow on the plan of the Estate] and any other areas of the Estate which are common to and used by the tenants and occupiers of the Estate, including the common parts;</p>
<p>'Conduits'</p>	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data and similar supplies or utilities;</p>
<p>'Energy Performance Certificate'</p>	<p>issued to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>

S

A

M

P

L

E

'Environmental Performance'

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

'Estate'

buildings known as <<address of building>> with title
title number>> including all additions and

'Financial Year'

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

'Independent Expert'

ent valuer agreed by the Landlord and Tenant or in
t nominated by the President (or the Chief Officer or
y) for the time being of the Royal Institution of
s at the written request of the Landlord or the Tenant;

'Initial Service Charge'

of first year's service charge>> per year;

'Insurance Rent'

e Landlord of:
nises 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
carrying out or retention of any permitted
e Tenant's or any lawful occupier's use of the

S

A

M

P

L

E

'Insured Risks'	means storm, overflow, aerial or terrorist, each case in the time to time imposed	g subterranean fire), lightning, explosion, landslip, heave, earthquake, burst or apparatus, impact by aircraft or other dropped from them, impact by vehicles, and malicious damage to the extent, in each case, as is available on normal commercial terms at the time the insurance is taken out, and the Landlord reasonably insures from time to time any excesses, limitations and exclusions
'Interest'	means e.g. two Barclay's Bank, reasonable	rate of interest on outstanding payments above the base rate for the time being of the base rate or that bank ceases to exist) as determined by the Landlord to the Tenant;
'Interim Sum'	means relevant based on Charge	an account of the Service Charge for the period determined by the Surveyor (acting as an expert) of the likely amount of the Service Charge in question;
'Landlord'	includes	the immediate reversion to this Lease;
'Letting Unit'	means Estate that is exclusively managed	the or other unit of accommodation on the Estate (including accommodation provided for a porter or caretaker) which is not exclusively occupied (or intended for letting or use) other than solely in connection with the provision of services to the Estate;

S

A

M

P

L

E

'Open Market Rent'

...nt at which the Premises as a whole might be ...
... the Relevant Review Date by a willing landlord to a ...
... open market with vacant possession and without ...
... a term of years equivalent to the [Term][residue of ...
... at that time or (if the term then remaining is less ...
... a term of five years] but starting on the Relevant ...
... suming:

...s are ready for immediate occupation and use and ...
... (destroyed) are fully restored;

...has complied with the Tenant's obligations in this ...
... pt to the extent that there has been a material or ...
... n by the Landlord) the Landlord has complied with ...
... obligations in this Lease;

...s can lawfully be used for the uses permitted by this

... of the hypothetical lease the willing tenant will ...
... fit of a rent-free period, rent concession or any ...
... t of a length or amount that might be negotiated in ...
... for fitting-out purposes and that the Open Market ...
... hat would become payable after the end of that ...
... sion or payment of that inducement;

...n shall otherwise contain the same terms and ...
... ects as this Lease (including the provisions for ...
... Rent herein contained) other than:

...e Annual Rent;

...riod, rent concession or any other inducement ...
... Tenant in relation to the grant of this Lease;

...e in this Lease; and

...lusions>>

...ded any effect on rent of:

... Tenant or any lawful sub-tenant or their respective ...
... title has been in occupation of the Premises;

...ached to the Premises due to the carrying on there ...
... of the Tenant or any lawful sub-tenant (whether by ...
... pective predecessors in such business);

...that the Tenant or any other party with a special ...
... remises might make by reason of its occupation of ...
... emises;

...t lawfully carried out during the Term by the Tenant ...
... o-tenant at their own expense with the Landlord's ...
... se than in pursuance of an obligation to the ...
... edecessors in title;

...rent attributable to works that have been carried out ...
... r the Tenant's predecessors in title or lawful

...rent attributable to any temporary works, operations ...
... s on any adjoining premises;

'Permitted Use'

...means use within use classes [B2, and B8 and E(g)] ...
... untry Planning (Use Classes) Order 1987]

S

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

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

doors and windows including the glass, the frames

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

which serve the Premises exclusively;

electrical, mechanical and water and sanitary apparatus exclusively 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 above) 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);

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

parts of the building which do not serve the Premises

'Rent'

shall be deemed 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

A

M

P

L

E

S A M P L E

<p>‘Retained Property’</p>	<p>means not limited to</p> <p>(a) the</p> <p>(b) all</p> <p>(c) the</p> <p>no</p> <p>Le</p> <p>Pr</p>	<p>which are not Letting Units including (but</p> <p>the Estate except any that exclusively</p> <p>Unit;</p> <p>, walls, foundations and roofs which are</p> <p>and would not be included in the other</p> <p>if they were let on the same basis as the</p>
<p>‘Review Date’</p>	<p>means</p> <p>Date" v</p>	<p>years <<years>>] and "Relevant Review</p> <p>ngly;</p>
<p>‘Service Charge’</p>	<p>means</p> <p>method</p> <p>service</p>	<p>lated on a floor area basis or any other</p> <p>from time to time)] OR [<<proportion of</p> <p>ay>>%] of the Service Cost;</p>
<p>‘Service Cost’</p>	<p>means</p> <p>Service</p> <p>prepari</p> <p>accoun</p>	<p>ncurred by the Landlord in providing the</p> <p>of keeping accounts of service costs,</p> <p>vice charge statements and retaining</p> <p>ements;</p>
<p>‘Services’</p>	<p>means</p>	<p>for the Landlord as set out in Clause 4.3;</p>
<p>‘Surveyor’</p>	<p>means</p> <p>Landlo</p>	<p>ect from time to time appointed by the</p>
<p>‘Tenant’</p>	<p>include</p>	<p>assigns;</p>
<p>‘Term’</p>	<p>means</p> <p>Lease;</p>	<p>paragraph LR6 at the beginning of this</p>
<p>‘Title Matters’</p>	<p>means</p> <p>list of o</p>	<p>out in the following documents: <<insert</p> <p>landlord's title to the Premises>>;</p>
<p>‘Underletting Requirements’</p>	<p>means</p> <p>(a) tha</p> <p>ren</p> <p>(b) tha</p> <p>Lar</p> <p>(c) tha</p> <p>pre</p> <p>(d) tha</p> <p>(ex</p>	<p>ent not less than the then open market</p> <p>ple in advance on the Rent Days;</p> <p>s sections 24 to 28 (inclusive) of the</p> <p>54;</p> <p>anted for a fine or premium or a reverse</p> <p>t give the undertenant a rent-free period</p> <p>able to allow for any fitting out);</p>

S

A

M

P

L

E

se contains provisions for change of use and
sponding to those in this Lease;

se contains provisions for review of the rent
underlease on the basis and dates on which the
to be reviewed under this Lease;

se contains provisions prohibiting dispositions of or
with the underlet premises other than an assignment
whole and then only with the prior written consent

l shall receive a direct covenant from the
observe and perform all the tenant's covenants in

se contains provisions requiring the undertenant to
rent the whole of the Insurance Rent and other
the Annual Rent, payable by the Tenant under this

se contains any other provisions that are
ng regard to the terms of this Lease and the nature
Underlease;

'VAT'

onstituted by the Value Added Tax Act 1994 (and
expressly stated references to rent or other monies
nt are exclusive of any VAT charged or chargeable).

- 1.2 Unless otherwise requires, each reference in this Agreement to:
 - 1.2.1 includes fax but not email;
 - 1.2.2 reference to any day other than a Saturday, Sunday
day in England and Wales;
 - 1.2.3 on of a statute is a reference to that statute or
or re-enacted at the relevant time;
 - 1.2.4 reference to this Agreement and each of the
d or supplemented at the relevant time;
 - 1.2.5 rule to this Agreement; and
 - 1.2.6 is a reference to a clause of this Agreement (other
r a paragraph of the relevant Schedule.
- 1.3 In this
 - 1.3.1 person includes a natural person, corporate or
whether or not having separate legal personality);
 - 1.3.2 ngular number include the plural and vice versa;
 - 1.3.3 ender include any other gender;
 - 1.3.4 of the Term include any sooner determination of
an by effluxion of time;
 - 1.3.5 Tenant not to do an act or thing includes an
t or suffer such act or thing to be done;

S

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

A

M

P

L

E

3.1.7

3.1.8

3.1.9

3.1.10

3.1.11

3.1.12

3.1.13

S

A

M

P

L

E

for utilities supplied to the Premises (including all meter rents).

granting relief because it has been allowed during the term of the Lease, the Tenant shall make good that loss to the Landlord on demand.

shall be kept in good and substantial repair and condition and shall be replaced or repaired where damage results from any of the risks specified in Clause 4.1.2 unless the Landlord has insured under Clause 4.1.2 unless the insurance money is refused by reason of any act, omission or negligence of the Tenant).

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

the parts (if any) and the inside of the Premises as often as may be necessary and in the last three months before the end of the Term, changes in the external colour scheme must first be approved in writing by the Landlord. All decoration must be carried out in a professional manner using good quality materials that are suitable for the Premises and include all appropriate preparatory work.

the Premises which are not built upon clean and level ground.

the Premises to the Landlord in the repair and condition in which they were taken into possession under the Lease;

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

remove the Tenant's possessions from the Premises; and
hand over to the Landlord all documents held by the Tenant relating to the Premises and safety matters including (but not limited to) fire safety assessments, asbestos surveys and reports, gas safety certificates and reports, and certificates relating to electrical and gas systems.

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

the Landlord may as the agent of the Tenant sell the

possessions and must indemnify the Landlord against any liability incurred by the Landlord to any third party whose possessions have been removed from the Premises by the Landlord in the mistaken belief that the possessions were the Tenant's; and

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

3.1.1

S

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 repair and/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 if required); and

if the Tenant does not comply with clause 3.1.12 a), to permit the Landlord 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).

3.1.1

A

is entitled to exercise any right to enter the Premises to inspect, measure, test, photograph, film, videotape, or otherwise, by its agents, contractors, agents and professional advisors, and to require the Tenant to permit the Landlord to do so at any reasonable time (whether or not during the Term or within a period of two months from the date of the notice or if required) and, except in the case of an emergency after the notice, to give reasonable notice (which need not be in writing) to the Tenant.

3.1.1

M

shall, 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 payable by the Landlord) in connection with or in consequence of the exercise of any of the rights conferred on the Landlord by this clause.

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 any application by the Tenant for consent under this Lease, where 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 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.

3.1.1

P

use the Premises for any illegal or immoral purpose;

use the Premises as sleeping accommodation or for any other purpose not intended for such uses;

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

L

E

S

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;

A

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

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).

3.1.1

M

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

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

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

P

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

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

3.1.2

L

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

3.1.2

E

, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign of the Tenant's trading name in the position specified by the Regulations 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

3.1.2

S

damage caused to the reasonable satisfaction of

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

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

any planning permissions relating to or affecting

A

M

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
ne 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

P

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

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

L

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;

he whole or any part of the Premises;

E

S

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 require compliance with the requirements of 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

A

The Landlord may impose in relation to an assignment of the Premises the following conditions, which shall include the following:

(a) 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 a former tenant of this Lease under an authorised assignment;

M

(b) 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;

(c) 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;

(d) the assignee is of standing acceptable to the Landlord acting as guarantor into a guarantee and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

P

(e) 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 in this Lease with a charge over the deposit; and

(f) 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

L

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

3.1.2

E

the assignee shall:

(a) comply with the requirements of the Landlord's insurers and shall not do anything which could invalidate any policy;

(b) 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

3.1.2

3.1.3

3.1.3

3.1.3

3.1.3

3.1.3

S

A

M

P

L

E

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

obliged, under or in connection with this Lease, to pay to any other person any sum by way of a refund or amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or Tenant is entitled to a credit for such VAT under the Value Added Tax Act 1994.

indemnify the Landlord against all actions, claims, damages, third party, all costs, damages, expenses, charges and costs incurred by third party and the Landlord's own liabilities, costs incurred in defending or settling any action, claim or proceedings, including 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;

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

(c) the carrying out of any alterations.

Notwithstanding anything covered by the indemnity in clause 3.1.28, the Tenant shall not be liable to indemnify the Landlord in respect of:

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

(b) the Tenant's liability to indemnify the Landlord 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) the Tenant's liability to indemnify the Landlord in respect of claims (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.1.32 Common Parts:

(a) 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;

(b) 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;

(c) keep the entrances, passages and staircases in the Common Parts clear and free from obstruction at all times.

3.1.33 The Tenant shall comply with 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 of the Premises.

3.1.34 The costs and expenses referred to in this Clause 3.1.32 are to be paid through the Service Charge, to pay on demand to the Landlord (to be determined by the Landlord) of the reasonable and proper costs properly incurred by the Landlord in insuring, repairing, maintaining, cleansing and (where appropriate) decorating the structures or other items which are used or are to be used in connection with the Premises.

S

by the Premises in common with any other part

3.1.3 Any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other person shall be void. A certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

A

3.1.3 In addition 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 deliver the relevant titles to the Landlord.

3.1.3 The Tenant shall deliver to the Landlord the original of this Lease together with the documents as the Landlord reasonably requires to close the lease and to remove entries in relation to it noted against the relevant title.

3.1.3 If any guarantor of the Tenant's obligations under this Lease becomes insolvent and if the Landlord so requires to procure a deed of assignment acceptable to the Landlord enters into a deed of assignment with the Landlord in the same terms as the original guarantor.

4. Landlord's

M

4.1 The Tenant shall be responsible for the Tenant:

4.1.1 The Tenant shall be responsible for paying the rents and other sums due and for performing the obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the person claiming under or in trust for the Landlord as permitted by the Lease.

4.1.2 The Tenant shall insure (other than any plate glass in the Premises) the Premises by the Insured Risks for the full reinstatement value including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the policy is subject to the following conditions:

4.1.2.1 The policy shall be available in the London insurance market on terms which are acceptable to the Landlord; and
4.1.2.2 The policy shall not contain any exclusions or limitations as the insurers may require.

4.1.3 The Tenant shall, where necessary, obtain all necessary planning and other consents, to use the Premises for the purposes for which it was received (other than for loss of rent) to repair the Premises if the money has been received or (as the case may be) the Premises are damaged. The Landlord shall not be obliged to:

4.1.3.1 provide alternative accommodation identical in layout or design so long as it is reasonably equivalent to that previously at the Premises; or

4.1.3.2 provide alternative accommodation if the Tenant has failed to pay any of the rents due under the Lease; or

4.1.3.3 provide alternative accommodation if the Tenant has failed to use the Premises after a notice has been served under clause 4.2.

4.2 If, following the expiry of the term of this Lease, the Tenant has failed to use the Premises, the Landlord considers it necessary to reconstruct the Premises, the Landlord may, at its discretion, terminate this Lease by notice to the Tenant. On giving notice this Lease shall terminate.

E

shall
Land
proc
to the

4.3 The
servi

S

A

M

P

L

E

be without prejudice to any right or remedy of the
each of the tenant covenants of this Lease. Any
(other than any insurance for plate glass) shall belong

reasonable endeavours to provide the following

ance and decoration of the Retained Property;

ing and lighting of the Retained Property;

(including planting) of all (if any) open and
as within the Retained Property;

necessary of the external windows in the Common
aning at intervals in the Landlord's reasonable
external surface of all exterior windows on the

air, replacement and servicing of any lavatory
n, lifts, plant, machinery, lighting, equipment and
tilation apparatus from time to time within the
erty;

adequate facilities for the storage of refuse
ne Premises and its removal if not effected by the

equate hot water for central heating and a supply
water to the lavatories in the Common Parts;

parking and cycle parking on those areas of the
erty used for car parking and cycle parking;

outgoings, costs and expenses in respect of the
erty and not being outgoing, costs and expenses
tenant or any other tenant or occupier is directly

or contesting any legal obligation relating or
te to the Retained Property and for which any
rectly liable;

aintenance, repair and renewal of any fire alarm
firefighting and detection equipment in or on the
erty and all works necessary to comply with all
ons of the appropriate authority in relation to fire
d any requirements of the insurers;

aintenance, repair and renewal of any equipment
s, gates, barriers, traffic management systems,
veillance, fencing, lighting and security services for
he Retained Property;

s of any other services to be provided by the

ervices as the Landlord may from time to time
nably necessary in the interests of good estate
nd/or preserving the amenities of the Retained
mprove energy management.

S

A

M

P

L

E

5. **Provisos and**

5.1 The p

5.1.1

<length of time rent is allowed to be in arrears e.g becoming due (whether formally demanded or

5.1.2

this Lease; or

5.1.3

evency

the L
and c
availa

e Premises (or any part of them) at any time after
will end (but this will not affect any right or remedy

5.2 If the
for o
insur
of the
from
Prem
short

or destroyed by any Insured Risk so as to be unfit
the insurance is not vitiated or payment of the
holly or in part through any act, neglect or default
t or a fair proportion of it will cease to be payable
restruction for a period of three years or until the
cupation or use by the Tenant, whichever is the

5.3 Not
relea
which

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

5.4 The p
arisin
enfor

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

5.5 The
const
for an

that nothing in this Lease constitutes or shall
warranty that the Premises may lawfully be used
is Lease.

5.6 The T
any r

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

6. **Notices**

6.1 Any
sent
or let
in the
by gi

connection with this Lease must be in writing and
st or special delivery to or otherwise delivered to
recipient under Clause 6.2 or to any other address
e recipient has specified as its address for service
rking days' notice under this Clause 6.

6.2 A no

6.1.1

nd liability partnership registered in the United
ed at its registered office;

6.1.2

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 are
address has been given at their last known address

6.1.3

erved:

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

S

9.4 The Landlord and Tenant shall agree pursuant to section 38A(1) of the Landlord and Tenant Act 1954 (the "1954 Act") in relation to the tenancy created by this Lease.

9.5 The Landlord and Tenant confirm that there is no agreement to which the Lease is subject.

9.6 [The Landlord may, before the grant of this Lease (or as the case may be, if the Landlord is contractually bound to enter into this Lease) the Landlord shall give to the Tenant a notice in the form set out in schedule 1 to the Regulations (England and Wales) Order 2003.

9.7 The Landlord and Tenant shall, if they made a [declaration in the form set out in paragraph 8] of schedule 1, give to the Tenant a copy of the declaration in the form set out in paragraph 8] of schedule 1.

9.8 The Landlord and Tenant shall, if applicable, the person who made the declaration shall do so with the Guarantor's authority.

10. **[Guarantor's Obligations]**

10.1 The Guarantor shall indemnify the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall indemnify the Landlord and comply with those obligations;

10.1.1 The Guarantor shall indemnify the Landlord as primary obligor, and separate to the obligations of the Guarantor under 10.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants (including those set out in the supplemental documents to this Lease); and

10.1.2 The Guarantor shall indemnify the Landlord as primary obligor to indemnify the Guarantor against all losses, costs, damages and expenses caused to the Landlord by the Guarantor proposing or entering into any company, partnership, joint venture, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the Guarantor from the obligations of the Guarantor in this clause 10.

10.2 If the Guarantor, in its sole discretion notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant ceasing to carry on business, the Guarantor must, within ten days of the date of notification, by written notice in writing, its option either:

10.2.1 pay to the Landlord the full amount of the cost (including payment of the Landlord's costs) of the Guarantor's indemnification under this clause 10 of the Premises;

10.2.2 discharge the Guarantor from all obligations under this Lease and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease ceases to have effect, provided if the disclaimer, forfeiture or striking-off had not occurred, the Guarantor would have been liable to pay the rent and other sums payable at the date of the disclaimer or which would be payable save for any such disclaimer, forfeiture or striking-off had not occurred;

10.2.3 discharge the Guarantor from all obligations under this Lease and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease ceases to have effect, provided if the disclaimer, forfeiture or striking-off had not occurred, the Guarantor would have been liable to pay the rent and other sums payable at the date of the disclaimer or which would be payable save for any such disclaimer, forfeiture or striking-off had not occurred;

10.2.4 discharge the Guarantor from all obligations under this Lease and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease ceases to have effect, provided if the disclaimer, forfeiture or striking-off had not occurred, the Guarantor would have been liable to pay the rent and other sums payable at the date of the disclaimer or which would be payable save for any such disclaimer, forfeiture or striking-off had not occurred;

A

M

P

L

E

S

with the rent being reviewed as at the date of the review);

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

the same terms and conditions as this Lease; or

10.2.

arrears of the rents, any outgoings and all other lease plus the amount equivalent to the total of the all other sums due under this Lease that would be of 6 months following the disclaimer, forfeiture or

A

10.3 If cla under

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

10.4 If Cla must that v

, on receipt of the payment in full, the Landlord from its future obligations under this Clause 10 (but d's rights in relation to any prior breaches).

M

10.5 The C

not be reduced or discharged by:

any reason to enforce in full, or any delay in , any right against, or any concession allowed to ny third party;

exercising any right or remedy against the Tenant to pay the rents due under this Lease or observe venants under this Lease;

the Landlord to accept any rent or other payment Lease;

of this Lease (except that a surrender of part will ntor's future liability in respect of the surrendered

set-off or counterclaim that the Tenant or the have;

capacity, disability or change in the constitution or enant, the Guarantor or of any other person who e Landlord;

tion or merger by any party with any other person, ng or the acquisition of the whole or any part of the t taking of any party by any other person;

r occurrence in relation to the Guarantor of an Act or

other than a release by the Landlord by deed.

10.6 The C of the Ten

in competition with the Landlord in the insolvency ke any security, indemnity or guarantee from the nt's obligations under this Lease.

10.7 The C the e

ed from its future obligations under this Lease at

a)

this Lease expires;

E

S

- b) is released from the tenant covenants under this Landlord and Tenant (Covenants) Act 1995; or
- c) releases the Guarantor in accordance with clause

11. Service Charge

11.1 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.

11.2 The account prepared pursuant to Clause 11.1 will be certified by the [Landlord] or [Surveyor] and shall be conclusive evidence of all matters of fact and law.

11.3 For each Financial Year the Landlord shall provide to the Tenant an estimate of the Service Cost for that 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

11.3.1 The Tenant shall pay the Interim Sum by equal payments in advance on each Rent Day.

11.4 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 which shall be for the period from and including the first day of the Term to the first Accounting Date (before the next Rent Day) to be paid on the date of the first Rent Day. All subsequent payments to be made in advance on each of the Rent Days from the first Accounting Date.

11.5 If the amount of the Interim Sum for that Financial Year:

11.5.1 is less than the amount of the Service Cost for that Financial Year, the excess is due to the Tenant; and

11.5.2 is more than the amount of the Service Cost for that Financial Year, the overpayment will be set off against the next quarterly payment on account.

11.6 If the amount of the Interim Sum for a Financial Year exceeds the amount of the Service Cost for that Financial Year, the Landlord may include in any account for a subsequent Financial Year a sum representing the amount of the liability in an account for a subsequent Financial Year.

11.7 If the amount of the Interim Sum for a Financial Year is less than the amount of the Service Cost for that Financial Year, the percentage referred to in the definition of 'Service Cost' shall be varied in accordance with Clause 11.8 from the first Accounting Date following the change.

11.8 The variation referred to in Clause 11.7 will be by agreement between the Landlord and the Tenant. The agreement will be such reasonable variation as shall be determined by the Surveyor (acting as an expert).

12. Applicable Law

12.1 This Lease and the 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

A

M

P

L

E

be se
exclu
this L

S

arbitration, the courts of England and Wales have
e any dispute arising out of or in connection with
n to any non-contractual obligations.

12.3 Any p
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

A

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

<<Affix seal here>>

Director

M

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]

OR (alternative co e)

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address _____

L

OR (execution clat n individual)

Signed as a deed b
<<Landlord's Name

Signature:

E

in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director _____

Director/Secretary _____

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for individual)

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

Signature:

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

<<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

S

A

M

P

L

E

S

Rights Granted to the Tenant

1. The right to use and maintain mains for the Premises for the supply of gas, oil, telephony, water, electricity, gas, steam, heating, air conditioning, supplies or utilities, and conduits connecting the Premises to the public mains for the supply of gas, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar services to the Premises.
2. The right to use and maintain the Premises from the Estate.
3. The right in and to the Premises and all others authorised by the Landlord and the Tenant to use the Premises with other Tenants:
 - a) use of the Premises as are necessary to obtain access to and egress from the Premises;
 - b) use of the Premises for male lavatories and water closets in the Common Parts of the Estate to be allocated by the Landlord for the use of the Tenants (the "Common Parts");
 - c) use of the Premises for gaining access on foot only to and egress from the Premises, including yards and emergency escapes within the Estate [which are shown on the plan attached to this Lease];
 - d) use of the Premises for gaining access to and egress from the Premises with vehicles and trailers on estate roads within the Estate [which are shown on the plan attached to this Lease];
 - e) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in clause 3, the Tenant of this Lease does not include any right over the Premises or any part of the Premises under section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1868) 15 Q.B. 137.]

A

M

P

L

E

Rights Reserved to the Landlord

1. The right to... s, air, foul and surface water drainage, electricity, gas, heating, air conditioning, 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 such Environmental Performance; and
 - b) estimate the rebuilding cost of the Premises for insurance or other purposes.
3. If the relevant works are to be carried out, the right to enter the Premises to carry out the works, which may be lawfully carried out without entry onto the Premises, including:
 - a) building or repairing party walls on or adjacent to the Premises; and
 - b) inspecting, repairing, rebuilding or carrying out other works upon any part of the Premises or the Landlord.
4. [Where the Tenant, with the Landlord's (in his or her discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises, where required to do so for any purpose with this Lease, for anything that the Landlord is expressly entitled or authorised to do for or any other reasonable purposes in connection with the Lease, the Landlord must:
 - a) give the Tenant 7 (seven) working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's business as reasonably practicable; and
 - c) observe the Tenant's business as reasonably practicable;
 - d) cause the Tenant's business as reasonably practicable;
 - e) cause the Tenant's business as reasonably practicable;
 - f) repair any damage to the Premises that the Landlord causes as soon as reasonably practicable;
 - g) when carrying out works, obtain the Tenant's approval to the location, method and timing of the works, and 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) when carrying out works, exercise any rights outside the normal business hours of the Tenant's business.
6. In an emergency, the right to restrict access to the Premises where facilities are being carried out to them, the right to close off or restrict access to the Premises so long as (except in an emergency) alternative facilities are available that are materially less convenient.
7. The right to alter or reduce the extent of any Common Parts or Conduits so as to be materially less convenient, or to alter or reduce the extent of any Common Parts or Conduits so as to be materially less convenient; or

S

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

8. The right from time to time to enter the Premises for the purpose of carrying out works in designated areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to enter designated areas, so long as the remaining areas are reasonably required for the intended purposes.

9. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining Premises (or to permit others to do so) as the Landlord in its absolute discretion may think fit, provided that these works do not interfere with the flow of light and air to the Premises and provided that the Landlord is to be kept in connection with those works to underpin and shore up the Premises and the Landlord:

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

10. The right, with the consent of the Landlord, to place scaffolding on the Premises in connection with any works to be carried out on the Premises and to the exterior of or outside any buildings on the Premises, subject to the Tenant's rights under this Lease provided that:

- a) any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
- b) the scaffolding is erected in such a way as to cause the least obstruction as is reasonably practicable to the Premises;
- c) the scaffolding is erected in such a way as to ensure that any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) is not obscured by the scaffolding) unless the Tenant has agreed otherwise in writing;
- d) if the scaffolding is erected in such a way that the Premises is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.

11. The right to use the Premises for any purpose whatsoever and without imposing upon any neighbouring premises any restrictions or conditions other than those which may be imposed on a tenant.

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

13. All rights of the Tenant (including any rights of reservation) which are reserved to the Landlord in any other land.

A

M

P

L

E

S

Rule – Regulations

1. Not without written consent to keep any inflammable, volatile, dangerous or flammable materials on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary information to the reasonable satisfaction of the Landlord that the material is necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. When requested to provide a copy of any document relating to the Tenant's compliance with the Regulations of Asbestos Regulations 2012 at the Premises.
4. To obtain, in connection with the Permitted Use, any licence or registration which is required in order to comply with the terms and conditions of the relevant regulations relevant to the Permitted Use.
5. Not to obstruct any access to or from the Premises or any other premises on the Estate.
6. No vehicles or trailers to be used on the Estate and to remain in any service area within the Estate for longer than is necessary for the purposes of loading or unloading goods or supplies and not to remain overnight.
7. To comply with any regulations on the estate roads within the Estate.
8. No mat, brush or other material to be thrown out of the Premises or to be taken outside 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 prescribed by the byelaws and in consultation with the Local Authority.
10. Not to overload the Premises with any materials, tools, machinery or equipment at any time when the Premises are being used for the purpose of serving the Premises.
11. No blind signs or notices to be displayed on any windows of the Premises without the previous written consent of the Landlord in the form of a signed and stamped order and type.
12. Not without the written consent to allow any item to be stored or left on the Premises or to be taken outside the Premises, including materials, tools, machinery or refuse.

A

M

P

L

E

S

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 uncorrected on 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 and the Tenant 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 by the Landlord and the Tenant in accordance with the following provisions:
 - 3.1 act as an arbitrator;
 - 3.2 invite the Landlord and the Tenant to submit to him a proposal for the Open Market Rent together with supporting documentation;
 - 3.3 give the Landlord and the Tenant an opportunity to make counter submissions;
 - 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 in which the Independent Expert shall determine or in the absence of such determination in equal shares 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 is ascertained the Annual Rent at the yearly rate payable for the period immediately before the Relevant Review Date;
 - 5.2 upon the Open Market Rent being ascertained the Annual Rent actually payable from such Relevant Review Date shall be the greater of the Annual Rent and the Landlord will demand the difference (if any) between the Annual Rent actually paid and the amount that would have been payable if the Annual Rent had been ascertained before the Rent Review Date;
 - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date of the determination of the difference the base rate of Barclays Bank plc calculated on a daily basis and interest at that rate of that difference from the date on which each instalment of the 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.

A

M

P

L

E