

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <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> <i>For overseas entities,</i> <i>a) The territory of incorporation</i> <i>b) The overseas company's registered office in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2014, the Act 2022. If the Landlord is an 'overseas entity ID'</i> <i>c) Where the entity is not a company, the place of business and the registered number in the Companies House register.</i> <i>Further details on overseas entities can be found in practice guide.</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property being leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is</i>	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. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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

LR5. Prescribed statements etc

If this lease includes a statement that complies with LR5.1, insert under that sub-paragraph the 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:
Leasehold Reform Act 1967
Leasehold Reform Act 1985
Leasehold Reform Act 1988
Leasehold Reform Act 1996

LR6. Term for which the Property is let

Include only the appropriate statement (if 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.

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LR9. Rights of acquisition

Insert the relevant provisions of the lease, or refer to the relevant paragraph of a schedule if the lease 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 affecting the lease by the Landlord or other than the Property

Insert the relevant provisions of the lease, or refer to the relevant paragraph of a schedule if the lease contains the provisions.

None

LR11. Easements

Refer here only to the relevant paragraph of a schedule if the lease 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 relevant paragraph of a schedule if the lease 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 entered. If you wish to use the standard form of restriction, refer to the relevant paragraph of a schedule.

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.

LR14. Declaration of more than one person as Tenant

If the Tenant is one person, complete the alternative statement

If the Tenant is more than one person, complete this clause by deleting the inapplicable alternative statement

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

OR

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

OR

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

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1. Definitions

1.1 In this lease, the following terms have the following meanings:

where the context otherwise requires, the following meanings;

'Act of Insolvency'

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

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

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

any appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

any commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of reconstruction of a solvent company in respect of which a declaration of solvency has been filed with the Companies Commission for England;

any presentation of a petition for a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

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	on and management; and onmental impact arising from the use or operation of
‘Estate’	building known as <<address of building>> with title title number>> including all additions and
‘Independent Expert’	ent valuer agreed by the Landlord and Tenant or in t nominated by the President (or the Chief Officer or) for the time being of the Royal Institution of s at the written request of the Landlord or the Tenant;
‘Insured Risks’	re (including subterranean fire), lightning, explosion, sidence, landslip, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other ny articles dropped from them, impact by vehicles, ommotion and malicious damage to the extent, in er is generally available on normal commercial terms market at the time the insurance is taken out, and nst which the Landlord reasonably insures from time l cases to any excesses, limitations and exclusions ers;
‘Interest’	e rate of <<rate of interest on outstanding payments per year above the base rate for the time being of or (if base rate or that bank ceases to exist) a nt rate notified by the Landlord to the Tenant;
‘Landlord’	entitled to the immediate reversion to this Lease;
‘Letting Unit’	office suite or other unit of accommodation on the ny accommodation provided for a porter or caretaker) ise exclusively occupied (or intended for letting or n) otherwise than solely in connection with the Estate or the provision of services to the Estate;

<p>‘Open Market Rent’</p>	<p>S A M P L E</p>	<p>nt at which the Premises as a whole might be at 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:</p> <p>s are ready for immediate occupation and use and (destroyed) are fully restored;</p> <p>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 bligations in this Lease;</p> <p>s can lawfully be let and used for the uses Lease; and</p> <p>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 that would become payable after the end of that sion or payment of that inducement;</p> <p>h shall otherwise contain the same terms and ects as this Lease (including the provisions for Rent herein contained) other than:</p> <p>e Annual Rent;</p> <p>riod, rent concession or any other inducement Tenant in relation to the grant of this Lease;</p> <p>e in this Lease; and</p> <p>clusions>></p> <p>ded any effect on rent of:</p> <p>Tenant or any lawful sub-tenant or their respective title has been in occupation of the Premises;</p> <p>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);</p> <p>that the Tenant or any other party with a special remises might make by reason of its occupation of emises;</p> <p>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 redecessors in title;</p> <p>rent attributable to works that have been carried out r the Tenant’s predecessors in title or lawful</p> <p>rent attributable to any temporary works, operations s on any adjoining premises;</p>
<p>‘Permitted Use’</p>		<p>means use within use classes [B2, and B8 and E(g)] untry Planning (Use Classes) Order 1987]</p>

	<p>OR</p> <p>[WALES ONLY: means use with [Part 1 and B8] of the Town and Country Planning (Use Classes) Regulations 2004;</p>	
‘Premises’	<p>means the property described in the Schedule to the Lease including:</p> <ul style="list-style-type: none"> (a) the internal plaster, tile and other plasterwork of the walls in or on the Premises and all columns; (b) every part of all doors and windows, the frames and fastenings; (c) the internal non-structural walls and partitions within the Premises; (d) the ceilings, plastered covering the internal structures of the Premises up to the underside of the floorboards to which the ceilings are fixed, in the case of suspended ceilings which shall include the complete suspension system; (e) the floorboards and other surface covering the upper surface of the joists or structural members to which they are fixed; (f) any balcony serving only the Premises and the guard rails of such balcony; (g) all Conduits which serve the Premises; (h) all gas, electrical, mechanical and other apparatus belonging exclusively to the Premises and fittings in the Premises (other than those specifically excluded below); <p>but the Premises do not include:-</p> <ul style="list-style-type: none"> (a) any part of the building (other than the Premises) lying above the underside of the ceilings are fixed or below the floorboards or structures to which the floors are fixed, including the roof slab and the concrete floor above; (b) any of the main timbers and joists supporting the building or any of the external walls, columns in the building except the internal columns, staircases windows and doors; (c) any Conduits in the building serving the Premises exclusively; 	
‘Rent’	means all sums reserved as rent	
‘Rent Commencement Date’	means <<date on which rent is first payable	
‘Rent Days’	means [25 March, 24 June, 29 September and 24 December] in each year;	

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‘Retained Property’	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;
‘Review Date’	each of the years <<years>>] and "Relevant Review Date" shall be determined accordingly;
‘Superior Landlord’	who is for the time being landlord under the Superior Lease;
‘Superior Lease’	dated <<date>> and made between (1) <<name of landlord>> and (2) <<name of tenant>>;
‘Surveyor’	an estate agent or architect from time to time appointed by the Superior Landlord, or in the absence of such appointment, the Superior Landlord;
‘Tenant’	the person or persons in title and assigns;
‘Term’	as specified in paragraph LR6 at the beginning of this Agreement;
‘Title Matters’	all documents (if any) set out in the Superior Lease and in the Schedule of Documents: <<insert list of documents affecting the landlord's title>>;
‘VAT’	as constituted by the Value Added Tax Act 1994 (and any amendments thereto) and any expressly stated references to rent or other monies payable or receivable are exclusive of any VAT charged or chargeable).

- 1.2 Unless otherwise stated, this Agreement requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
 - 1.2.2 a day of the week means a reference to any day other than a Saturday, Sunday or Bank Holiday in England and Wales;
 - 1.2.3 a reference to a statute is a reference to that statute or to any statute which has been amended or re-enacted at the relevant time;
 - 1.2.4 a reference to this Agreement and each of the Schedules shall be construed as amended or supplemented at the relevant time;
 - 1.2.5 a reference to the Rules shall mean the Rules applicable to this Agreement; and

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1.2.6 is a reference to a clause of this Agreement (other than a paragraph of the relevant Schedule.

1.3 In this

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1.3.1 person includes a natural person, corporate or unincorporated (whether or not having separate legal personality);

1.3.2 singular number include the plural and vice versa;

1.3.3 gender include any other gender;

1.3.4 of the Term include any sooner determination of the Term than by effluxion of time;

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

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

1.3.7 Schedules do not form part of this Lease and are not to be construed in its construction or interpretation; and

1.3.8 Schedules include any document supplemental or ancillary to the Lease entered into pursuant to its terms.

1.4 The Schedules are for convenience only and shall not affect the operation of this Lease.

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

2. Demise and

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2.1 The Landlord demises to the Tenant for the Term together with the rights set out in the First Schedule (insofar as they grant the same) the rights set out in the First Schedule, and subject to the Title of the Second Schedule, and subject to the Title of the Second Schedule, and subject to the Title of the Second Schedule.

2.2 The

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

2.2.2 The Tenant shall be indemnified by a copy of the relevant insurance rent payable to the Superior Lease;

2.2.3 The Tenant shall be indemnified by a copy of the relevant service charge payable to the Superior Lease;

2.2.4 The Tenant shall pay to the Landlord under this Lease;

2.2.5 The Tenant shall pay to the Landlord under this Lease.

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3. **Tenant's Covenants**

3.1 The Tenant shall covenants with the Landlord:

3.1.1 To pay the Rent to the Landlord at the times and in the manner stated without any legal defence, set-off or counterclaim unless required by law.

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

3.1.3 To indemnify the Landlord against all existing and future rates, taxes, and financial impositions charged on the Premises (including VAT) on the Rent payable; and

3.1.4 To indemnify the Landlord's dealing with its own interests.

3.1.4 To indemnify the Landlord against all charges incurred relating to the Premises including but not limited to, and surface water drainage, electricity, oil, gas, water, telecommunications, internet, data communications and other utilities supplied to the Premises (including all meter rents).

3.1.5 To indemnify the Landlord for any loss or damage sustained by the Landlord because it has been allowed during the Term to make good that loss to the Landlord on demand.

3.1.6 To maintain the Premises in good and substantial repair and condition and to make good any damage where damage results from any of the Insured events, if any of the insurance money is refused by the Insurer (except or default of the Tenant).

3.1.7 To renew or replace all floor coverings in the Premises as often as necessary and, in the final three months of the Term, renew or replace all floor coverings of a colour and quality first class.

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

3.1.9 To ensure that the Premises which are not built upon clean and sound ground.

3.1.10 To ensure that:

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

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

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

3.1.1

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

may as the agent of the Tenant sell the

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

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

3.1.1

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

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the Superior Landlord or their agents or Surveyor
tenant (or leaves on the Premises) notice of any
maintenance which the Tenant has failed to carry out
failure by the Tenant to comply with its obligations
to, to repair the Premises and/or remedy such
non-compliance with the notice within a period of two
months from the date of the notice (or sooner if required); and

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

3.1.1

is entitled to exercise any right to enter the Premises to
inspect, contractors, agents and professional advisors,
to enter at any reasonable time (whether or not during
business hours) and, except in the case of an emergency after
reasonable notice (which need not be in writing) to the

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3.1.1

or, as the case may be, the Superior Landlord on
joint and several basis all costs, charges, fees and other
reasonable legal costs and Surveyor's and other professional
fees incurred by the Landlord or the Superior Landlord (or
both) and to be payable by them) in connection with or in

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of the tenant covenants of this Lease;

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

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

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 not more than six months after the end of the Term.

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Premises for any illegal or immoral purpose;

use the Premises as sleeping accommodation or for any other purpose;

carry on at the Premises any offensive, noisy or otherwise trade, business, manufacture, occupation or activity;

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

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ons:

Premises with any adjoining premises;

any external or structural alterations to the Premises;

any alteration to the Premises which would, or may be expected to, have an adverse effect on the asset's Energy Performance Certificate commissioned in relation to the Premises or the Estate;] and

permitted 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 free-mountable 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 is the Tenant's fixture subject to the Tenant:

Landlord not less than <<notice period given to carry out any work being carried out e.g. 2 months>> notice 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 requirement under statute;

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

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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 alterations or additions for which the Premises are insured unless the Landlord is provided that information.]

3.1.1

the Construction (Design and Management) Regulations 2007 shall apply to any works carried out to the Premises and the Landlord'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.

3.1.1

the Tenant shall, 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, and on the entrance door to the Premises, a sign of a size, design, layout and material approved 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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3.1.2

Obligations in respect of the Premises:

comply with all laws relating to the Premises or to the Tenant's occupation of the Premises;

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

obtain any planning permission in relation to the Premises and obtain the written consent of the Landlord;

comply with any planning permissions relating to or affecting the Premises.

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before the Construction (Design and Management) Regulations 2007 come into force on 15 and before commencing any works to make a declaration under Regulation 4(8) to the effect that the Tenant is the only client for the purposes of the Regulations, to provide the Landlord a copy of the election and to fulfil the obligations of the client;

ensure the Premises are equipped with all fire prevention detection equipment which is required by law or by the insurers or is or is reasonably required by the Landlord and to maintain the equipment and allow the Landlord to inspect it from time to time.

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

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

3.1.2

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

It must notify the Landlord; and

It must help the Landlord in any way that the Landlord may require in order to effect that acquisition so long as the Landlord bears the Tenant's costs and it is not adverse to the Tenant's interests to do so.

3.1.2

on:

the Premises on trust for another;

allowing another to occupy the whole or any part of the Premises;

allowing another to share the possession or occupation of the whole or any part of the Premises;

allowing another to underlet the whole or any part of the Premises;

allowing another to occupy only part of the Premises; and

allowing another to use 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 provisions of clause 3.1.23.

3.1.2

The Landlord may impose in relation to an assignment of the Premises the following conditions:

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 guarantee agreement;

The assignee must enter into an agreement guaranteeing that the assignee will perform all the tenant's covenants in this Lease (an "authorised 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 covenants and conditions contained in this Lease;

The assignee is of standing acceptable to the Landlord acting as guarantor and enters into a guarantee 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 for 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

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

at any time during the Term to enter the Premises and a 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).

ce:

the requirements of the Landlord's or the Superior Officers and not to do or omit to do anything which breaches any insurance; and

does or omits to do anything which increases any premium payable by the Landlord or the Superior Officers to pay the increased premium to the Landlord on

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

obliged, under or in connection with this Lease, to repay 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 the Superior Officers credit for such VAT under the Value Added Tax Act

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

destruction of the Premises or the Tenant's use of them; infringement of the Tenant's rights; or any alterations.

in covered by the indemnity in clause 3.1.28, the

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

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

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

Common Parts:

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

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

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

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

3.1.3 The Landlord a fair proportion (to be determined by
costs, fees and expenses properly incurred by the
Superior Landlord in insuring, repairing, replacing,
and (where appropriate) lighting any Conduits,
pipes which are used or are capable of being used
common with other premises.

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

3.1.3 The Tenant to compulsory registration at the Land Registry,
from the date of this Lease to apply to the Land Registry
and once the registration has been completed to
provide a copy of the relevant titles to the Landlord.

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

3.1.3 The Tenant to indemnify the Landlord for the Tenant's obligations in the Superior Lease insofar as
they conflict with the terms of this Lease.

4. Landlord's

4.1 The Landlord shall

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

4.1.2 The Landlord shall when they fall due the rent service charge and
all other sums properly due under the Superior

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

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5.1.1 the length of time rent is allowed to be in arrears e.g. 3 months after becoming due (whether formally demanded or not);

5.1.2 the duration of this Lease; or

5.1.3 the frequency of any periodic payments of rent.

the Landlord shall have the right to enter the Premises (or any part of them) at any time after the expiry of the Lease (but this will not affect any right or remedy available to the Landlord under the Lease).

5.2 If the Premises or any part of them are damaged or destroyed by any Insured Risk so as to be unfit for occupation, the insurance is not vitiated or payment of the sum insured wholly or in part through any act, neglect or default of the Tenant and a fair proportion of it will cease to be payable if the Premises are not occupied for a period of three years or until the reconstruction or use by the Tenant, whichever is the shorter.

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

5.4 The Tenant acknowledges that no person who is not a party to this Lease has no right to enforce any provision of the Contracts (Rights of Third Parties) Act 1999 to the detriment of the Tenant.

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

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

6. Notices

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

6.2 A notice

6.2.1 if the recipient is a limited liability partnership registered in the United Kingdom shall be sent to the registered office;

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

6.2.3 if the recipient is an individual shall be served:

(a) if the recipient is the Landlord, at any postal address in the United Kingdom from time to time for the registered proprietor on the register of title or set out in paragraph LR2.1 at the beginning of the Lease; or if no such address is given, at its last known address in the United Kingdom;

(b) if the recipient is the Tenant, at the Premises;

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- 6.3 Any notice shall be served as served on the second working day after the date of the notice by prepaid first-class post or special delivery or at the recipient's address or left at the recipient's address if delivered to or for the recipient.
- 6.4 If a notice is served on a day that is not a working day or after 5:00PM it shall be treated as served at 9:00AM on the immediately following working day.
- 6.5 Service by email is not a valid form of service under this Lease.
7. **[Termination]**
- 7.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 7.2 If the Tenant terminates the Lease in accordance with Clause 7, this will not affect the rights of any party arising from the Lease.
- 7.3 The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]
8. **[Termination]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 8.2 This Clause 8 shall not apply following a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and gives the Landlord possession of the premises and leaves behind no continuing underleases.
- 8.3 [The Tenant's obligation under Clause 8 is personal to the Tenant named in paragraph 1.1 of this Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist.]
- 8.4 If the Tenant terminates the Lease in accordance with Clause 8, this will not affect the rights of any party arising from the Lease.
- 8.5 The Tenant shall pay to the Landlord the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]
9. **Exclusion of liability**
- 9.1 The Tenant shall be liable for the grant of this Lease (or as the case may be for the grant of this Lease) the Landlord shall be bound to enter into this Lease) the Landlord shall be bound to enter into this Lease in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.2 The Tenant (or a person on behalf of the Tenant) made a [declaration] [statutory declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 7] of schedule 2 to the 2003 Order.
- 9.3 The Tenant (or a person on behalf of the Tenant) who made the declaration on the Tenant's behalf shall be liable for the grant of this Lease.
- 9.4 The Tenant shall agree pursuant to section 38A (1) of the Landlord and Tenant Act 1954 that the Tenant shall be bound to enter into this Lease in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.

- and the Tenant shall comply with the provisions 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.
10. **[Guarantor's Obligations]**
- 10.1 The Guarantor shall be jointly and severally liable to the Landlord that the Tenant will comply with all the obligations of this Lease. If the Tenant defaults, the Guarantor shall be liable to the Landlord and comply with those obligations;
- 10.1.1 The Guarantor shall be jointly and severally liable to the Landlord as primary obligor, and separate to the Tenant, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant or the rents or comply with the Tenant's covenants (including any supplemental documents to this Lease); and
- 10.1.2 The Guarantor shall be jointly and severally liable to the Landlord as primary obligor to indemnify the Landlord for all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company, partnership, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10.
- 10.2 If the Tenant is in breach of the Lease, the Guarantor, at the discretion 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 days of the date of the disclaimer, forfeiture or striking-off, elect by written option either:
- 10.2.1 The Guarantor shall be jointly and severally liable to the Landlord for the cost (including payment of the Landlord's costs) of the disclaimer, forfeiture or striking-off of the Premises;
- 10.2.2 The Guarantor shall be jointly and severally liable to the Landlord for the cost (including payment of the Landlord's costs) of the disclaimer, forfeiture or striking-off of the Premises, and taking effect on the date of the disclaimer, forfeiture or striking-off of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease is terminated if the disclaimer, forfeiture or striking-off had not taken effect;
- 10.2.3 The Guarantor shall be jointly and severally liable to the Landlord for the rent and other sums payable at the date of the disclaimer, forfeiture or striking-off of this Lease or the Tenant being struck off the register of companies and which would be payable save for any disclaimer, forfeiture or striking-off;
- 10.2.4 The Guarantor shall be jointly and severally liable to the Landlord for the rent review date on the term commencement date of this Lease or the Tenant being struck off the register of companies if there is a rent review under this Lease that has not been reviewed at the term commencement date that has not been reviewed with the rent being reviewed as at the date of the disclaimer, forfeiture or striking-off (the "Rent Review Date");
- 10.2.5 The Guarantor shall be jointly and severally liable to the Landlord for the rent review dates on each Rent Review Date under this Lease that falls on or after the term commencement date of this Lease or the Tenant being struck off the register of companies and which would be payable save for any disclaimer, forfeiture or striking-off;
- 10.2.6 The Guarantor shall be jointly and severally liable to the Landlord for the same terms and conditions as this Lease; or
- 10.2.7 The Guarantor shall be jointly and severally liable to the Landlord for the arrears of the rents, any outgoings and all other sums payable under this Lease plus the amount equivalent to the total of the arrears of the rents, any outgoings and all other sums due under this Lease that would be payable if the disclaimer, forfeiture or striking-off had not taken effect for a period of 6 months following the disclaimer, forfeiture or striking-off;
- 10.3 If the Guarantor is in breach of the Lease, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

- 10.4 If clause 10.3 is not exercised, on receipt of the payment in full, the Landlord must release the Tenant from its future obligations under this clause 10 (but that release will not affect the Tenant's rights in relation to any prior breaches).
- 10.5 The Tenant's obligations under this clause 10 shall not be reduced or discharged by:
- a) any failure of the Landlord to enforce in full, or any delay in enforcement of, or any concession allowed to the Tenant or any other person;
 - b) any failure of the Landlord to exercise any right or remedy against the Tenant for any breach of its obligations due under this Lease or observe the Tenant's obligations under this Lease;
 - c) any failure of the Landlord to accept any rent or other payment due to the Landlord;
 - d) any partial surrender of the Lease (except that a surrender of part will end the Tenant's liability in respect of the surrendered part);
 - e) any counterclaim that the Tenant or the Guarantor may have against the Landlord;
 - f) any disability or change in the constitution or status of the Landlord or of any other person who is liable, or of the Guarantor;
 - g) any merger by any party with any other person, any acquisition of the whole or any part of the assets or liabilities of any party by any other person;
 - h) any intervention in relation to the Guarantor of an Act of Parliament;
 - i) any release by the Landlord by deed.
- 10.6 The Tenant shall not be in competition with the Landlord in the insolvency proceedings of the Landlord or make any security, indemnity or guarantee from the Tenant's obligations under this Lease.
- 10.7 The Tenant shall be released from its future obligations under this Lease at the end of the term of the Lease:
- a) if the term of the Lease expires;
 - b) if the Tenant is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
 - c) if the Landlord releases the Guarantor in accordance with clause 10.5.
11. **[Tenant Option to Extend Term]**
- 11.1 Provided that the Tenant exercises its option to extend the term of the Lease as mentioned in clause 11.1.1, the Tenant shall, in default under any of the terms of this Lease, the Tenant shall extend this Lease for an additional term of <<insert number>> years to and including <<insert extended lease term>> years, on the same terms and conditions set forth in this Lease, except for the provisions and conditions below:
- 11.1.1 The Tenant shall exercise this said option, then the Tenant shall give the Landlord with 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

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hs>> _____ (__) months prior to the expiration
se. If the Tenant fails to provide such notice, the
further or additional right to extend or renew the

11.1. _____ not be transferable and shall be personal to the

12. **Applicable Law**

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

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

12.3 Any order of the courts of England and Wales
arising out of or in connection with this Lease, including in relation to any non-
contractual obligations, shall be enforceable in the court 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
the common seal of
<<Landlord's Name
in the presence of

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

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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 <<Landlord's Name>>
the common seal of <<Tenant's Name>>
in the presence of _____

<<Affix seal here>>

Director

Director/Secretary

OR (alternative clause for a company)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative clause for a company)

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

Signature: _____

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause 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 clause for company)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative clause for partnership)

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

Signature:

Director

presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause)

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 Reserved to the Landlord

1. The right to enter the Premises for the purpose of inspecting, maintaining, repairing, or improving the Premises, including the installation, maintenance, repair, or replacement of any gas, air, foul and surface water drainage, electricity, communications, internet, data communications and similar supplies or services, and to use any conduits, pipes, cables, or other facilities in the remainder of the Estate and any adjoining or neighbouring premises.
2. The right to:
 - a) review or monitor the Environmental Performance of the Premises including to install any equipment within or relating to the Premises and to prepare any report in connection with such review or monitoring;
 - b) estimate or determine the building cost of the Premises for insurance or any other purpose.
3. If the relevant works are reasonably necessary and can be safely and lawfully carried out without entry onto the Premises, the right to enter the Premises for the purpose of:
 - a) building, repairing, maintaining, or improving any structure or party walls on or adjacent to the Premises; and
 - b) inspecting, maintaining, repairing, or improving any structure, or to demolish, rebuild or carry out other works upon any structure, or to carry out any other works on or adjacent to the Premises, at the Landlord's discretion.
4. [Where the Tenant, or any person acting on behalf of the Tenant, in their discretion) consents, the right to enter the Premises for the purpose of inspecting, maintaining, repairing, or improving the Premises to improve their Environmental Performance.]
5. The right to enter the Premises for the purpose of carrying out anything that the Landlord is expressly entitled or authorised to do for any other reasonable purposes in connection with this Lease, provided that the Landlord must:
 - a) give the Tenant at least 7 'working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observe the Tenant's business hours; and
 - d) cause any damage to the Premises to be repaired as soon as reasonably practicable;
 - e) cause any damage to the Premises to be repaired as soon as reasonably practicable;
 - f) repair any damage to the Premises as soon as reasonably practicable;
 - g) where the works involve the use of heavy machinery or equipment, 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 the works involve the use of heavy machinery or equipment, exercise any rights outside the normal business hours of the Premises.
6. In an emergency, the right to enter the Premises for the purpose of restricting access to the Premises, or to close off or restrict access to any facilities, so long as (except in an emergency) alternative facilities are available to the Tenant that are not materially less convenient.
7. The right to enter the Premises for the purpose of inspecting, maintaining, repairing, or improving the Premises, or to close off or reduce the extent of any Common Parts or Conduits so long as (except in an emergency) alternative facilities are available to the Tenant that are not materially less convenient; or

- b) if no alteration is made, the use and enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use and occupy any areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to use and occupy any designated areas, so long as the remaining areas are reasonably available for the intended purposes.
9. The right to carry out any construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord or the Superior considers fit (whether or not these works interfere with the flow of traffic on the Premises) and the right in connection with those works to unduly interfere with the Premises subject to the Landlord:
- giving notice to the Tenant of the works to be carried out;
 - consent to the management of potential interference;
 - taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
 - taking steps to ensure that the works comply with current standards of construction and workmanship;
 - taking steps to ensure that the works do not produce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions for limiting such interference;
 - making good any damage to the Premises or its contents.
10. The right, with the consent of the Landlord, to place scaffolding on the Premises in connection with the works provided that:
- any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
 - the scaffolding does not cause an obstruction as is reasonably practicable to the use of the Premises;
 - the scaffolding does not obstruct any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has consented to the display of such advertising;
 - if the scaffolding obstructs or interferes with the signage 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 adjoining or adjacent premises any restrictions or conditions similar to those imposed upon the Premises.
12. The right to store goods on the Premises for the remainder of the Estate from the Premises.
13. All rights of the Tenant (including any reservation) in the Premises that now exist or that might (but for this Lease) exist in the future.

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Rule – Regulations

1. Not without the Superior Landlord's prior written consent to keep any inflammable or explosive material in the Premises.
2. To make any request under paragraph 1 in writing accompanied by all information to the reasonable satisfaction of the Landlord and the Superior Landlord that the material in question is necessary for the Tenant's business and in compliance with relevant legal requirements.
3. When requested by the Superior Landlord, to provide a copy of any document relating to compliance with the Control of Asbestos Regulations 2012 at the Landlord's expense.
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 or interfere with the use of the roads or cycles on the Estate.
6. No vehicles or trailers 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 refuse to be thrown outside the Premises, nor shall anything be thrown outside the Premises.
9. Not to place any refuse or inflammable waste or refuse in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority and the Superior Landlord.
10. Not to overload the Premises nor any machinery or equipment at the Premises or to use any machinery or equipment for purposes not serving the Premises.
11. No blind signs or notices to be displayed on any part of the Premises without the previous written approval of the Superior Landlord as to colour and type.
12. Not without the Superior Landlord's prior written consent to allow any item to be stored or left on the Premises, including materials, tools, machinery or refuse.

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Rent Review Provisions

1. The Annual Rent payable by the Tenant shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as determined by the Independent Expert on 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 by the Independent Expert on every Review Date.
2. The Landlord and the Tenant shall agree the amount of the Open Market Rent before each Review Date. If for any reason the Open Market Rent shall not have been agreed by the Relevant Review Date which is three months before the Relevant Review Date, the Tenant may at any time thereafter (whether before or after the Relevant Review Date) by notice in writing to the other party require the Open Market Rent be referred to an Independent Expert to determine the amount so agreed the determination of the Open Market Rent will instead be determined by the Independent Expert.
3. The Independent Expert shall:
 - 3.1 act as an arbitrator;
 - 3.2 invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Landlord 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 that the Independent Expert shall determine or in the event that no such determination is given equally between the Landlord and the Tenant.
5. If the Open Market Rent is not ascertained by any Relevant Review Date:
 - 5.1 the Tenant shall continue to pay the Annual Rent until the date when the Open Market Rent is ascertained and the Annual Rent at the yearly rate payable for the period between the Relevant Review Date;
 - 5.2 upon the Open Market Rent being ascertained the Landlord will demand the difference (if any) between the Annual Rent actually 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 of that difference from the date on which each instalment of the difference is payable to the date of payment. If not paid those sums 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 Open Market Rent under this Lease from the Relevant Review Date to the date of the determination of the Open Market Rent by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence of the taking of any steps under this Schedule.

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