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<p>LR1. Date of lease</p>	<p><<Insert date in full>></p>
<p>LR2. Title number(s)</p>	<p>LR2.1 Landlord's title number(s)</p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p><<Insert Landlord's title number(s)>></p> <p>LR2.2 Other title numbers</p> <p><i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p> <p><<Insert other title number(s)>></p>
<p>LR3. Parties to this lease</p> <p><i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i></p> <p><i>For overseas entities, see the Companies Act 2006, section 1043A and the Companies (Overseas Entities) Regulations 2009.</i></p> <p>a) <i>The territory of incorporation of the Landlord</i></p> <p>b) <i>The overseas company name of the Landlord as registered in the Companies House register, the Tenant pursuant to the Companies (Overseas Entities) Regulations 2009, the Crime (Transparency) Regulations 2014 and the Transparency Act 2022. If the Landlord is an 'overseas entity ID holder', provide the ID number.</i></p> <p>c) <i>Where the entity is not registered in the Companies House register, the place of business of the Landlord and the registered number of the Landlord in the Companies House register.</i></p> <p><i>Further details on overseas entities can be found in practice guide.</i></p>	<p>Landlord</p> <p><<Insert name of Landlord>></p> <p><<Insert address of Landlord>></p> <p><<Insert company number>></p> <p>Tenant</p> <p><<Insert name of Tenant>></p> <p><<Insert address of Tenant>></p> <p><<Insert company number>></p> <p>Guarantor (if any)</p> <p><<Insert name of Guarantor>></p> <p><<Insert address of Guarantor>></p> <p><<Insert company number>></p> <p>Other parties</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p><<Insert name of other party>></p> <p><<Insert address of other party>></p> <p><<Insert company number>></p>
<p>LR4. Property</p> <p><i>Insert a full description of the property being leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or schedule in this lease which describes the property being leased is referred to as</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 land and building[s] [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>></p>

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

LR5. Prescribed statements etc

If this lease includes a statement 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.

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LR9. Rights of acquisition

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

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

None

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

None

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

None

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

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

None

LR11. Easements

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

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

Schedule 1

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

Schedule 2

LR12. Estate rent charged on the Property

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

None

LR13. Application for planning permission or other restriction

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

N/A

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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.

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**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.]

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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

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'Act of Insolvency'

means:

- (a) the
- or
- cre
- (b) the
- of a
- (c) the
- filin
- app
- adr
- (d) the
- rec
- gua
- (e) the
- Ter
- am
- whi
- Reg
- (f) the

nection with any voluntary arrangement
or arrangement for the benefit of any
ny guarantor;

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

ention to appoint an administrator, or the
ribed documents in connection with the
nistrator, or the appointment of an
relation to the Tenant or any guarantor;

ceiver or manager or an administrative
roperty or income of the Tenant or any

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

a winding-up order or a winding-up order

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	<p>Tenant or any guarantor;</p> <p>of the Tenant or any guarantor from the Register of the making of an application for the Tenant or any 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 a bankruptcy order or the making of a bankruptcy order against 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>This includes any analogous proceedings or events that may be brought under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
'Annual Rent'	<p>rent>> per year exclusive of VAT;</p>
'Conduits'	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data communications and similar supplies or utilities;</p>
'Energy Performance Certificate'	<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012 and is also referred to as an EPC</p>
'Environmental Performance'	<p>the following:</p> <ul style="list-style-type: none"> generation of energy and associated generation of greenhouse gas emissions; consumption of water; pollution and management; and any other environmental impact arising from the use or operation of the building.
'Insurance Rent'	<p>the Landlord of:</p>

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insured in accordance with the Landlord's Lease (after any discount is allowed to the Tenant and before any commission is allowed or paid to the Broker);

Loss of Annual Rent; public or third-party liability; and the Tenant's obligations of the Premises for insurance purposes from the date of completion of the Lease;

any excess or deductible under any insurance policy which the Tenant incurs or will incur in reinstating the Premises following destruction or damage by an Insured Risk;

the amount that the insurers refuse to pay following destruction or damage by an Insured Risk to the Premises because of the negligence or failure to act; and

any increased premiums that the insurers may require the Tenant to pay in respect of carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the Premises;

'Insured Risks'

fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, damage to underground services or electricity wires or cables, impact by aircraft or vehicles and any articles dropped from them, impact by riot, civil commotion, strikes, labour or political disturbances, malicious damage to the extent, in each case, that the Tenant could reasonably obtain available on normal market terms in the UK insurance market at the time the insurance is taken out, and any other risks against which the Tenant reasonably insures from time to time, subject in all cases, to the limitations and exclusions imposed by the relevant insurance policy;

'Interest'

the rate of interest on outstanding payments of less than three months per year above the base rate for the time being of the Bank of England or (if base rate or that bank ceases to exist) a rate notified by the Landlord to the Tenant;

'Landlord'

the person entitled to the immediate reversion to this Lease;

'Landlord's Neighbouring Property'

buildings owned by the Landlord near to the Premises;

'Permitted Use'

means use as a retail shop within use class E(a) of the Town and Country Planning (Use Classes) Order 1987]

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	[WALES ONLY: means use as a class A1 of the Town and Country Planning (Use
‘Premises’	means the property described in Lease and includes all other fixtures than tenant’s fixtures and fittings)
‘Rent’	means all sums reserved as rent
‘Rent Commencement Date’	means <<date on which rent is first
‘Rent Days’	means [25 March, 24 June, 29 September] in each year;
‘Surveyor’	means the surveyor or architect appointed by the Landlord;
‘Tenant’	includes successors in title and assigns
‘Term’	means the term specified in paragraph beginning of this Lease;
‘Title Matters’	means the matters (if any) set out in list of documents affecting the land documents: <<insert list of documents>>;
‘VAT’	means the tax as constituted by the Act 1994 (and other monies payable by the Tenant are excluded or chargeable).

- 1.2 Unless the context otherwise requires, each of the following shall apply to this Agreement to:
 - 1.2.1 “writing” or “written” includes fax but not email;
 - 1.2.2 a “working day” is a reference to any day, other than a Saturday, Sunday or a bank or public holiday in England or Wales;
 - 1.2.3 a statute or a provision of a statute or a regulation is a reference to that statute or provision as amended, extended or re-enacted;
 - 1.2.4 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented;
 - 1.2.5 a Schedule is a schedule to this Agreement;
 - 1.2.6 a clause or paragraph is a reference to a clause or paragraph of this Agreement (other than the Schedules) or a paragraph of a Schedule.

1.3 In this Agreement:

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1.3.1 person includes a natural person, corporate or 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 an by effluxion of time;

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

1.3.6 for default of the Tenant include the act or default of the Premises and their respective servants and

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

1.3.8 Lease include any document supplemental or referred into pursuant to its terms; and

1.3.9 consent required from the Landlord shall be construed as a requirement to obtain the consent or approval of any other Landlord where such consent or approval is required for a mortgage.

1.4 The provisions of this Lease are for convenience only and shall not affect its interpretation.

2. Demise and

2.1 The premises to the Tenant for the Term together with (including and without limitation) the rights set out in the First Schedule (including and without limitation) the rights set out in the First Schedule, and subject to the provisions of the Second Schedule, and subject to the provisions of the Second Schedule, and subject to the provisions of the Second Schedule.

2.2 The Tenant shall

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

2.2.2 pay to time the Insurance Rent;

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

2.2.4 comply with the provisions of this Lease.

3. Tenant's Covenants

3.1 The Tenant shall covenants with the Landlord:

3.1.1 The Tenant shall not at any time and in the manner stated without any legal right of set-off or counterclaim unless required by law.

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3.1.2

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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 in breach of covenant, the Tenant must on demand pay as rent in arrears) calculated on a daily basis on the amount refused from the due date until the date on which

3.1.3

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

3.1.4

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VAT) on the Rent payable; and
from the Landlord's dealing with its own interests.

3.1.5

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

3.1.6

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

3.1.7

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the Premises in good and substantial repair and condition and that:

shall not apply where damage results from any of the causes which the Landlord has insured under Clause 3.1.2 and payment of any of the insurance money is refused by the insurer by act or default of the Tenant [; and

the Tenant shall not be required to put the Premises in any better repair or condition than they were in at the date of this Lease as evidenced by the schedule of condition annexed to this

3.1.8

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

the outside and the inside of the Premises as often as is necessary and also in the last three months before the end of the Term. Changes in the external colour scheme must first be agreed with the Landlord. All decoration must be carried out in a good and lasting manner using good quality materials that are appropriate to the Premises and include all appropriate preparatory work.

3.1.9

3.1.1

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

at the end of the Lease the Tenant shall deliver the Premises to the Landlord in the repair and condition required by this Lease;

if the Landlord reasonably requires and gives the Tenant notice (not less than [] months) before the end of the Term, the Tenant shall remove all items the Tenant has fixed to the Premises,

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operations the Tenant has made to the Premises and damage caused to the Premises by that removal; 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

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

3.1.1

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

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 to comply with its obligations under this Lease, to rectify and/or remedy such failure in accordance with a period of two months from the date of the notice (if required); and

3.1.1

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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).

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

3.1.1

L

Landlord on demand on an indemnity basis all costs, expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which are payable by the Landlord) in connection with or in

of the tenant covenants of this Lease; the Tenant's obligations in this Lease, including the giving 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 is required to consent and the Landlord unreasonably refuses to give consent;

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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 within six months after the end of the Term.

3.1.1

use the Premises for any illegal or immoral purpose;

use the Premises as sleeping accommodation or for any other residential purposes;

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

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

3.1.1

Locations:

use the Premises with any adjoining premises;

carry out any external or structural alterations to the Premises;

carry out any alteration to the Premises which would, or may be expected to, have an adverse effect on the asset value of the Premises or the PC commissioned in respect of the Premises; and

agree, as set out 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 may be unreasonably withheld or delayed) subject to compliance with clauses 3.1.17 a) - e).

3.1.1

Without consent from the Landlord make internal alterations or alterations of a non-structural nature which do not adversely affect the value, structural stability, statutory compliance or Performance of the Premises subject to the Tenant:

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

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

making good any damage to the Premises caused by the carrying out of the works;

restoring the Premises to their former state and condition on or before the expiry of the Term if the Landlord by notice in writing requests the Tenant to do so in accordance with clause 3.1.17 f); and

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Landlord copies of the plans and specifications of the works forming the Landlord of the cost of any alterations, works carried out by the Tenant (except any which are the Tenant's fixtures or fittings) as soon as practicable after completion. The Landlord will not be liable for any failure to effect any increase in the amount for which the Premises are insured if the Tenant has provided that information.

3.1.1

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the Construction (Design and Management) Regulations 2015 apply to any works carried out to the Premises and the Landlord's consent is required for them under these regulations and to provide the Landlord with a completed health and safety file upon completion of the works.

3.1.1

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sign, 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 Landlord, subject to that sign being of a size, design and material approved by the Landlord (such approval may be reasonably withheld or delayed) and at the end of the works to remove the sign and make good any damage caused to the Premises by the sign of the Landlord.

3.1.2

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Obligations in respect of the Premises:
Comply with all laws relating to the Premises or to the Tenant's occupation of the Premises;
Take all necessary steps 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 such notice or other communication and take any other action in connection with it as the Landlord acting reasonably may require.

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Obtain any planning permission in relation to the Premises or any other written consent of the Landlord;
Obtain any planning permissions relating to or affecting the Premises.

L

Comply with the Construction (Design and Management) Regulations 2015 and before commencing any works to make a declaration under regulation 4(8) to the effect that the Tenant has elected for the purposes of these regulations, to give the Landlord the benefit of the election and to fulfil the obligations of the Regulations.

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Ensure the Premises are equipped with all fire prevention, detection and alarm equipment which is required by law or by the insurers or reasonably required by the Landlord and to maintain such equipment and allow the Landlord to inspect it from time to time.
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
of the Premises unless the Tenant is required

3.1.2

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

st notify the Landlord; and

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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

on:

Premises on trust for another;

another to occupy the whole or any part of the

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n or share the possession or occupation of the
part of the Premises save as provided for in clause
lease;

part of the Premises;

the whole or any part of the Premises;

part only of the Premises; and

ne Premises as a whole without the prior written
Landlord (not to be unreasonably withheld or
ded that the Landlord may as a condition of giving
e compliance with the conditions in clause 3.1.23.

3.1.2

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pose the following conditions in relation to an
mises as a whole (provided that each condition is
y the Landlord and is appropriate):

ll enter into an agreement guaranteeing that the
perform all the tenant's covenants in this Lease (an
arantee Agreement") in such form as the Landlord
y require;

as given an Authorised Guarantee Agreement to
bligations of the assignee under this Lease, and
s a guarantor, the guarantor will enter into a
vour of the Landlord in a form reasonably required
d which guarantees that the assignor will comply
of the Authorised Guarantee Agreement;

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e provided on assignment, who is a person of
otable to the Landlord (acting reasonably) and
arantee and indemnity of the Tenant's covenants
in such form as the Landlord may reasonably

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ve to a guarantor) that the assignee enters into a
ed in such form as the Landlord may reasonably
e Landlord providing for a deposit of not less than
onths' Annual Rent (plus VAT) (calculated as at
e assignment) as security for the assignee's

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f the tenant's covenants in this Lease with a
e deposit;

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no arrears of the Annual Rent or any other
ms due under this Lease (provided that these
t the subject of a legitimate dispute with the

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

shall prevent the Landlord from giving consent
reasonable condition nor from refusing consent to
other circumstance where it is reasonable to do

3.1.2

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occupation of the Premises with other companies
same corporate group (within the meaning of
ndlord and Tenant Act 1954) as long as no
and tenant is created.

3.1.2

rgue the whole of this lease to a bank or other
ution without the consent of the Landlord.

3.1.2

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

3.1.2

ce:

the requirements of the Landlord's insurers and
omit to do anything which could invalidate any

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

3.1.2

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

3.1.2

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

3.1.3

L

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

condition of the Premises or the Tenant's use of

the Tenant's rights; or

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- 3.1.30 of any alterations.
- 3.1.31 In the event of a claim covered by the indemnity in clause 3.1.30, the Tenant shall indemnify the Landlord for the amount of the claim as soon as reasonably practicable after receiving notice of it;
- 3.1.32 The Tenant shall provide the Landlord with any information and assistance in connection with any claim that the Tenant may reasonably require, the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
- 3.1.33 The Tenant shall indemnify the Landlord for any losses (at the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.34 The Tenant shall comply with all regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in connection with the state management of the Premises.
- 3.1.35 The Tenant shall indemnify the Landlord a fair proportion (to be determined by agreement or otherwise) of the costs, fees and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and decorating the Premises and in lighting any Conduits, structures or other items capable of being used by the Premises in common with other Premises.
- 3.1.36 The Tenant shall indemnify the Landlord for any assignment, transfer, underlease or charge of the Premises or by the Tenant, any undertenant or any other person in connection with any registered copy of the relevant document together with any other documents in connection with the relevant registered titles to the Landlord.
- 3.1.37 The Tenant shall indemnify the Landlord for any costs incurred by the Landlord in connection with compulsory registration at the Land Registry, the date of this Lease to apply to the Land Registry and once the registration has been completed to the Landlord to deliver to the Landlord the relevant titles to the Landlord.
- 3.1.38 The Tenant shall indemnify the Landlord for any costs incurred by the Landlord to deliver to the Landlord the original of this Lease and to remove entries in relation to it noted against the relevant registered title.
- 3.1.39 The Tenant shall indemnify the Landlord if an Act of Insolvency occurs in relation to a person who is a guarantor of the Lease so requires to procure that another person enters into a deed of covenant with the Landlord in substitution of the original guarantor on the same terms as the original guarantor.

4. Landlord's

- 4.1 The Landlord shall warrant to the Tenant:
- 4.1.1 The Landlord shall warrant to the Tenant that the Tenant shall not be liable for any sums due and obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord or any person permitted by the Lease.
- 4.1.2 The Landlord shall warrant to the Tenant that the Landlord shall not be required by law to commission an EPC, the Landlord shall commission any EPCs that are needed during the Term at its

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4.1.3 (other than any plate glass at the Premises) with normal market terms against loss or damage by the full reinstatement cost including professional expenses, debris removal, site clearance and provided that the obligation to insure is subject to conditions or limitations as the insurers may impose.

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

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

to provide alternative accommodation if the Tenant has failed to pay any of the rent; or

to provide alternative accommodation if the Tenant has failed to pay any of the rent; or the Landlord shall not be obliged to provide alternative accommodation if the Tenant has failed to pay any of the rent; or use 4.2.

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4.1.5 provided by the Tenant to provide:

the Landlord's insurance policy;

the payment of the current year's premium; and

any commission received or receivable by the Landlord.

4.2 If, following the destruction of the Premises by an Insured Risk, the Landlord considers that it is impossible or impractical to reconstruct the Premises, the Landlord may terminate this Lease by giving notice to the Tenant. The notice shall be in writing and shall specify the date on which the Premises was destroyed and the date on which the notice is given. If the notice is given within three months from the date on which the Premises was destroyed, the notice shall determine but this shall not affect the right or remedy of the Landlord in respect of any breach of any provisions of this Lease. Any proceeds of the insurance (other than for plate glass) shall belong to the Landlord.

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5. Provisos and

5.1 The period of time for which rent is allowed to be in arrears e.g. 3 months or becoming due (whether formally demanded or not)

5.1.1

5.1.2 the termination of this Lease; or

5.1.3 the termination of this Lease by the Landlord.

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5.2 If the Premises (or any part of them) are damaged or destroyed (other than where the damage or destruction is caused by the act or default of the Tenant) so as to be unfit for occupation, the Rent or a fair proportion of it will cease to be payable until the Premises are fit for occupation or use by the Tenant, whichever is the later date.

5.3 If the Premises (or any part of them) are damaged or destroyed (other than where the damage or destruction is caused by the act or default of the Tenant) so as to be unfit for occupation, the Rent or a fair proportion of it will cease to be payable until the Premises are fit for occupation or use by the Tenant, whichever is the later date.

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damaged or destroyed (other than where the damage or destruction was caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant for a period of more than six months from the date of damage or destruction, either in whole or in part, the Tenant may give written notice to the Landlord with immediate effect by giving written notice to the Landlord.

damaged or destroyed (other than where the damage or destruction was caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant for a period of more than six months from the date of damage or destruction, either in whole or in part, the Tenant may give written notice to the Landlord with immediate effect by giving written notice to the Landlord.

5.4 If the Premises are damaged or destroyed (other than where the damage or destruction was caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant for a period of more than six months from the date of damage or destruction, either in whole or in part, the Tenant may give written notice to the Landlord with immediate effect by giving written notice to the Landlord.

5.4 If the Premises are damaged or destroyed (other than where the damage or destruction was caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant for a period of more than six months from the date of damage or destruction, either in whole or in part, the Tenant may give written notice to the Landlord with immediate effect by giving written notice to the Landlord.

If the Premises are damaged or destroyed (other than where the damage or destruction was caused by an act or default of the Tenant) so as to be unfit for occupation or use by the Tenant for a period of more than six months from the date of damage or destruction, either in whole or in part, the Tenant may give written notice to the Landlord with immediate effect by giving written notice to the Landlord.

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5.5 Nothing shall release the Tenant from its obligations under this Lease which are subject to the provisions of this Lease.

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Nothing shall release the Tenant from its obligations under this Lease which are subject to the provisions of this Lease.

5.6 The provisions of this Lease shall not be enforceable by or on behalf of any person who is not a party to this Lease.

5.6 The provisions of this Lease shall not be enforceable by or on behalf of any person who is not a party to this Lease.

The provisions of this Lease shall not be enforceable by or on behalf of any person who is not a party to this Lease.

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

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

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

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6. Notices

6.1 Any notice given in connection with this Lease must be in writing and sent to the recipient by first class 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 by giving written notice under this clause 6.

6.1 Any notice given in connection with this Lease must be in writing and sent to the recipient by first class 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 by giving written notice under this clause 6.

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6.2 A notice given to a limited liability partnership registered in the United Kingdom shall be treated as given to the limited liability partnership if it is delivered to its registered office;

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A notice given to a limited liability partnership registered in the United Kingdom shall be treated as given to the limited liability partnership if it is delivered to its registered office;

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guarantor, at the address of that party set out in document under which they gave the guarantee; and any other party, at their last known address in the n.

6.3 Any [redacted] date [redacted] time [redacted] left at [redacted] as served on the second working day after the [redacted] paid first-class post or special delivery or at the [redacted] or left at the recipient's address if delivered to or

6.4 If a notice is served on a day that is not a working day or after 5:00PM [redacted] created as served at 9:00AM on the immediately following

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 notice in writing to the Landlord within <<notice period to terminate lease e.g. 3 or 6 months>> to take effect at any time.

7.2 If the Tenant terminates this Lease in accordance with clause 7, this will not affect the rights of any party to the Lease or any obligation in this 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 notice in writing to the Landlord within <<notice period to terminate lease e.g. 3 or 6 months>> to take effect at any time.

8.2 This clause shall not apply to the termination of the Lease following a notice given by the Tenant if the Tenant is terminating the Lease (plus VAT) due up to the date of determination and the Tenant and its successors and other occupiers give up occupation of the Premises and all sub-leases and underleases.

8.3 [The Tenant's obligation under clause 8 is personal to the Tenant named in paragraph LR3 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 this Lease in accordance with clause 8, this will not affect the rights of any party to the Lease or any obligation in this 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**

9.1 The Tenant shall not be bound to enter into this Lease (or as the case may be actually bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease (or as the case may be) in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.

9.2 The Tenant shall not be bound to enter into this Lease (or as the case may be) if the Tenant (or a person on behalf of the Tenant) has not made a statutory declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of schedule 2 to the 2003 Order.

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9.3 The [Landlord/Tenant] shall, if applicable, the person who made the declaration on the [Landlord's/Tenant's] behalf with the Tenant's authority.

9.4 The [Landlord/Tenant] shall agree pursuant to section 38A(1) of the Landlord and Tenant (Covenants) Act 1995 sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995 in relation to the tenancy created by this Lease.

9.5 The [Landlord/Tenant] shall confirm that there is no agreement to which the [Landlord/Tenant] is a party.

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

9.7 The [Landlord/Tenant] shall, if they made a [declaration in the form set out in paragraph 8] of schedule 1 to the Regulated Tenancies (England and Wales) Order 2003, confirm that they have not made a [declaration in the form set out in paragraph 8] of schedule 1 to the Regulated Tenancies (England and Wales) Order 2003.

9.8 The [Landlord/Tenant] shall, if applicable, the person who made the declaration on the [Landlord's/Tenant's] behalf did so with the Guarantor's authority.]

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

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10.1 The Guarantor shall, if the Landlord so requires, give to the Landlord a written declaration that the Tenant will comply with all the obligations of the Tenant under 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 give to the Landlord that they will guarantee the Tenant's obligations under the Authorised Guarantee Agreement if such a guarantee is required by the Landlord on assignment of this Lease in accordance with clause 23 (b) of this Lease;

10.1.2 The Guarantor shall, as primary obligor, and separate to the obligations of the Guarantor under clauses 10.1.1 and 10.1.2 above, to indemnify the Landlord from and against all losses, costs, damages and expenses caused to the Landlord by the Tenant or the Tenant's failure to pay the rents or comply with the Tenant's obligations under this Lease (and any supplemental documents to this Lease);

10.1.3 The Guarantor shall, as primary obligor to indemnify the Landlord from and against all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company, partnership, joint venture, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the assets or liabilities 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's failure to pay the rents or comply with the Tenant's obligations, the Guarantor must, within ten days of the date of such notification, by written notice in writing option either:

10.2.1 The Guarantor shall, at its own cost (including payment of the Landlord's costs) indemnify the Landlord from and against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's obligations under this Lease of the Premises;

10.2.2 The Guarantor shall, at its own cost (including payment of the Landlord's costs) indemnify the Landlord from and against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's obligations under this Lease of the Premises, 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 expires.

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ded if the disclaimer, forfeiture or striking-off had

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

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

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

the same terms and conditions as this Lease; or

10.2. arrears of the rents, any outgoing 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

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 relea will n on receipt of the payment in full, the Landlord must s future obligations under this clause 10 (but that ghts in relation to any prior breaches).

10.5 The C ot be reduced or discharged by:

a) son to enforce in full, or any delay in enforcement or any concession allowed to the Tenant or any

b) g any right or remedy against the Tenant for any s due under this Lease or observe the Tenant's lease;

c) ndlord to accept any rent or other payment due

d) ease (except that a surrender of part will end the ility in respect of the surrendered part);

e) ounterclaim that the Tenant or the Guarantor may

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

g) merger by any party with any other person, any quisition of the whole or any part of the assets or ty by any other person;

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

i) an a release by the Landlord by deed.

- 10.6 The C... in competition with the Landlord in the insolvency of the... take any security, indemnity or guarantee from the Tenant's obligations under this Lease.
- 10.7 The C... ed from its future obligations under this Lease at
 - a) ...his Lease expires;
 - b) ...s released from the tenant covenants under this Landlord and Tenant (Covenants) Act 1995; or
 - c) ...releases the Guarantor in accordance with clause

11. Applicable

- 11.1 This ... contractual obligations arising out of or in connection with i... law of England and Wales.
- 11.2 Subje... ny provisions in this Lease requiring a dispute to be se... arbitration, the courts of England and Wales have exclu... any dispute arising out of or in connection with this L... n to any non-contractual obligations.
- 11.3 Any p... ce an order of the courts of England and Wales arising... with this Lease, including in relation to any non-contractual obligations, including in relation to any non-court of competent jurisdiction.

THIS LEASE has b... 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 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)

S

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address _____

A

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 C

Address _____

M

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

P

OR (alternative clause)

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

Signature:

Director

Signature:

[Director][Secretary]

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E

OR (alternative completion)

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 by
the common seal of
<<Guarantor's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

S

[Director][Secretary]

OR (alternative co... e)

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address _____

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OR (execution cla... an individual)

Signed as a deed b
<<Guarantor's Nam
in the presence of

Signature:

Signature of witness

Name (in BLOCK C

Address _____

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Rights Granted to the Tenant

1. The right to use and maintain mains for the Premises for oil, telephony, gas, water supplies or other services.

Conduits connecting the Premises to the public mains for air, foul and surface water drainage, electricity, gas, water, telephony, internet, data communications and similar services to the Premises.

2. The right to use and maintain the Premises from any adjoining premises owned or controlled by the Landlord.

The Landlord shall permit the Tenant to use and maintain the Premises from any adjoining premises owned or controlled by the Landlord.

3. [The right in and to the Premises]

to permit the Tenant and all others authorised by the Landlord to:

a) use for the Premises the Landlord's access ways attached to the Premises

maintaining access on foot only to and egress from the Premises by way of the courtyards and emergency escapes within the Premises and the Property [which are shown edged green on the plan attached to this Lease];

b) use for the Premises with the Landlord's Property

maintaining access to and egress from the Premises by way of the estate roads within the Landlord's Neighbouring Property [which are edged blue on the plan attached to this Lease];

c) <<insert text>>

[The rights to be granted to the Tenant]>>.]

4. [Except as mentioned in clause 3, the Tenant's right of use and enjoyment of the Premises shall be subject to the provisions of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1886) 12 Q.B. 315.]

The Tenant's right of use and enjoyment of the Premises under this Lease does not include any right over the Premises or any part of the Premises by way of easement or otherwise in contravention of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1886) 12 Q.B. 315.

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Rights Reserved to the Landlord

1. The right to... s, air, foul and surface water drainage, electricity, oil, telephon... ations, internet, data communications and similar supplies or... adjoining or neighbouring premises through the Conduits at
2. The right to...
 - a) review... Environmental Performance of the Premises including to instal... equipment within or relating to the Premises and to pre...
 - b) estim... rebuilding cost of the Premises for insurance or any o...
3. If the relevan... ably carried out without entry onto the Premises, the right to e...
 - a) build... or party walls on or adjacent to the Premises; and
 - b) inspe... te, rebuild or carry out other works upon any adjoi... the Landlord.
4. [Where the T... (discretion) consents, the right to enter the Premises to carry out a... s to improve their Environmental Performance.]
5. The right to... anything that the Landlord is expressly entitled or required to... or any other reasonable purposes in connection with this Lea... dlord must:
 - a) give... working days' prior notice (except in the case of emer... d must give as much notice as may be reasonably practi...
 - b) obser... nents (but where that includes being accompanied by the... ve the Tenant must make that representative availa...
 - c) obser... s to the Landlord's entry set out in this Lease;
 - d) caus... the Tenant's business as reasonably practicable;
 - e) caus... e as reasonably practicable;
 - f) repai... hat the Landlord causes as soon as reasonably practi...
 - g) when... orks, obtain the Tenant's approval to the location, meth... other material matters relating to the preparation for, a... ks;
 - h) rema... no longer than is reasonably necessary; and
 - i) when... exercise any rights outside the normal business hours

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6. [The right to... right of access... for equipment on the roof of the Premises and a route as the Landlord may require.]

7. The right to... any adjoining... discretion... air to the Premises... up the Premises... construction, demolition, alteration or redevelopment on (it or others to do so) as the Landlord in its absolute discretion... not these works interfere with the flow of light and air... in connection with those works to underpin and shore up the Premises... and:

- a) giving... the works to be carried out;
- b) cons... to the management of potential interference;
- c) taking... ensure that the works do not materially adversely affect... carry out its business from the Premises;
- d) taking... ern standards of construction and workmanship;
- e) taking... dust... en into consideration the Tenant's suggestions for limiting... produce any interference to the Premises by noise, vibration or dust... when into consideration the Tenant's suggestions for limiting such interference;
- f) making... nage to the Premises or its contents.

8. The right, with... place scaffolding... Premises in... plant and equipment onto the Premises and to the exterior of or outside any buildings on the Premises... s rights under this Lease provided that:

- a) any s... caus... soon as reasonably practicable, with any damage to the Premises made good;
- b) the s... e obstruction as is reasonably practicable to the Premises;
- c) the s... advertising displayed on it (except for any health and safety signs... relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has obtained the Landlord's consent;
- d) if the s... gnage is obstructed or interfered with by the scaffolding... permit the Tenant to display a sign (approved by the Landlord) of the scaffolding in front of the Premises so that it is visible.

9. The right to u... without impo... conditions s... pouring Property for any purpose whatsoever and... g or neighbouring premises any restrictions or... upon the Tenant.

10. The right to... from the Pre... or any adjoining premises owned by the Landlord

11. All rights of... reservation)... nises that now exist or that might (but for this... er land.

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ule – 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 plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the requirements of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct access to or from the Premises or to place any articles on the Landlord's Neighbouring Property.
5. No vehicles or trailers shall be allowed to remain in any service area within the Premises for a period of more than is reasonably necessary for the purposes of the business and no goods or supplies and no vehicles may remain overnight.
6. No mat, brush, rubbish or refuse shall be taken outside the Premises nor shall anything be placed on the Landlord's Neighbouring Property.
7. Not to place any refuse or refuseable waste or refuse in the bins but to dispose of such waste in accordance with the requirements of the bye-laws and in consultation with the Local Authority.
8. Not to overload the Premises nor any machinery or equipment at the Premises or to use any machinery or equipment for purposes not intended for serving the Premises.
9. No blind shades or window coverings shall be placed in any of the windows of the Premises without the previous written approval of the Landlord in writing in a specific and type.
10. Not to place any goods or materials on the Landlord's Neighbouring Property.

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