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

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

**LR5. Prescribed statements etc**

If this lease includes a statement of title under LR5.1, insert under that sub-section 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:  
the term>>

**LR7. Premium**

Specify the total premium, including VAT where payable.

the 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.

the lease contains a provision that prohibits or restricts dispositions.

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

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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.

**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 one  
complete this clause by omitting or  
inapplicable alternative statement

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

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

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

**1. Definitions and Interpretation**

1.1 In this Agreement  
terms shall have

text otherwise requires, the following

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**'Act of Insolvency'**

means:

- (a) the
- (b) the
- (c) the
- (d) the
- (e) the
- (f) the

- in connection with any voluntary arrangement  
or arrangement for the benefit of any  
guarantor;
- for an administration order or the making  
of a relation to the Tenant or any guarantor;
- intention to appoint an administrator, or the  
filing of prescribed documents in connection with the  
appointment of an administrator, or the appointment of an  
relation to the Tenant or any guarantor;
- receiver or manager or an administrative  
property or income of the Tenant or any
- voluntary winding-up in respect of the  
except a winding-up for the purpose of  
of a solvent company in respect of  
on of solvency has been filed with the
- a winding-up order or a winding-up order  
any guarantor;

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		<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 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>
<p><b>'Annual Rent'</b></p>		<p>&gt;&gt; per year exclusive of VAT;</p>
<p><b>'Conduits'</b></p>		<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>
<p><b>'Energy Performance Certificate'</b></p>		<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012 and is also referred to as an EPC</p>
<p><b>'Environmental Performance'</b></p>		<p>the following:</p> <ul style="list-style-type: none"> <li>generation of energy and associated generation of greenhouse gas emissions;</li> <li>consumption of water;</li> <li>pollution and management; and</li> <li>any other environmental impact arising from the use or operation of the building.</li> </ul>
<p><b>'Insurance Rent'</b></p>		<p>of the Landlord of:</p>

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...insured in accordance with the Landlord's  
...s Lease (after any discount is allowed to the  
...ore any commission is allowed or paid to the

...loss of Annual Rent;  
...public or third-party liability; and  
...ions of the Premises for insurance purposes from

...y excess or deductible under any insurance policy  
...ll incurs or will incur in reinstating the Premises  
...tion or damage by an Insured Risk;

...ne amount that the insurers refuse to pay following  
...duction by an Insured Risk to the Premises because  
...ct or failure to act; and

...increased premiums that the insurers may require  
...carrying out or retention of any permitted  
...e Tenant's or any lawful occupier's use of the

**'Insured Risks'**

...re (including subterranean fire), lightning, explosion,  
...sidence, landslip, heave, earthquake, burst or  
...pipes, tanks or apparatus, damage to underground  
...es or electricity wires or cables, impact by aircraft or  
...s and any articles dropped from them, impact by  
...riot, civil commotion, strikes, labour or political  
...malicious damage to the extent, in each case, that  
...available on normal market terms in the UK insurance  
...e insurance is taken out, and any other risks against  
...reasonably insures from time to time, subject in all  
...sses, limitations and exclusions imposed by the

**'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;

**'Landlord's Neighbouring Property'**

...dings owned by the Landlord near to the Premises;

**'Permitted Use'**

...means use as a restaurant within use class E(b) of  
...ry Planning (Use Classes) Order 1987]

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	[WALES Town and	restaurant within use class A3 of the (Classes) Order 1987];
<b>'Premises'</b>	means the Lease and than tena	paragraph LR4 at the beginning of this es and fittings in the Premises (other
<b>'Rent'</b>	means all	y this Lease;
<b>'Rent Commencement Date'</b>	means <<	t to be paid>>;
<b>'Rent Days'</b>	means [2 year;	September and 25 December] in each
<b>'Surveyor'</b>	means the Landlord;	from time to time appointed by the
<b>'Tenant'</b>	includes s	signs;
<b>'Term'</b>	means the Lease;	paragraph LR6 at the beginning of this
<b>'Title Matters'</b>	means the list of doc	in the following documents: <<insert llord's title to the Premises>>;
<b>'VAT'</b>	means the unless of payable b	the Value Added Tax Act 1994 (and d references to rent or other monies e of any VAT charged or chargeable).

- 1.2 Unless the context reference in this Agreement to:
  - 1.2.1 "writing" or "not email;
  - 1.2.2 a "working d day other than a Saturday, Sunday or a bank or d and Wales;
  - 1.2.3 a statute or e is a reference to that statute or provision as e-enacted at the relevant time;
  - 1.2.4 "this Agreee this Agreement and each of the Schedules a nted at the relevant time;
  - 1.2.5 a Schedule eement; and
  - 1.2.6 a clause or p to a clause of this Agreement (other than the Sch of the relevant 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 requirement required from the Landlord shall be construed as a requirement to obtain the consent or approval of any 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) grant the same) the rights set out in the First Schedule, reserving for the benefit of the Landlord's rights set out in the Second Schedule, and subject to the

2.2 The Tenant

2.2.1 equal payments in advance by bankers' standing order (or if the Landlord so requires) on the Rent Days, to 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 to time the Insurance Rent;

2.2.3 to be paid from the Tenant to the Landlord under this Lease;

2.2.4 to be paid under this Lease.

3. Tenant's Covenants

3.1 The Tenant shall covenants to the Landlord:

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

3.1.2 that if the Rent due under 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 as to constitute a breach of covenant, the Tenant must on demand pay

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as rent in arrears) calculated on a daily basis on  
refused from the due date until the date on which

3.1.3

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

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(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

3.1.4

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

3.1.5

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

3.1.6

in good and substantial repair and condition and  
that:

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shall not apply where damage results from any of  
st which the Landlord has insured under Clause  
ayment of any of the insurance money is refused  
y act or default of the Tenant [; and

l not be required to put the Premises in any better  
or condition than they were in at the date of this  
nced by the schedule of condition annexed to this

3.1.7

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

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3.1.8

de and the inside of the Premises as often as is  
and also in the last three months before the end  
nges in the external colour scheme must first be  
ord. All decoration must be carried out in a good  
ing good quality materials that are appropriate to  
de all appropriate preparatory work.

3.1.9

the Premises which are not built upon clean and  
ruction.

3.1.1

:  
emises to the Landlord in the repair and condition  
s Lease;

L

reasonably requires, and gives the Tenant notice  
o] months before the end of the Term, the Tenant  
all items the Tenant has fixed to the Premises,  
erations the Tenant has made to the Premises and  
damage caused to the Premises by that removal;  
e Tenant's possessions from the Premises; and

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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:

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may as the agent of the Tenant sell the

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

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

3.1.1

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

where notice is given by the Landlord or its agents or Surveyor gives to the Tenant (or the Tenant's agents) notice of any repairs or maintenance work that the Tenant has failed to carry out or of any other failure by the Tenant to comply with its obligations under this Lease, to require the Tenant to rectify such failure in accordance with its obligations under this Lease (within a period of two months from the date of the notice or such longer period as may be required); and

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

3.1.1

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is entitled to exercise any right to enter the Premises to inspect, measure, test, photograph, film, take soundings, or to employ surveyors, contractors, agents and professional advisors, and to do so 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 Tenant.

3.1.1

L

shall, on demand on an indemnity basis all costs, charges and expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which would be properly incurred by the Landlord) in connection with or in consequence of the exercise of the rights conferred by clause 3.1.12.

of the tenant covenants of this Lease;

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

of the consent given by the Tenant for consent under this Lease, where such consent is withdrawn or consent is granted or refused, except in cases where the Landlord is required to give consent.

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3.1.1

3.1.1

3.1.1

ly and the Landlord unreasonably refuses to give works to the Premises to improve their Performance where the Tenant in its absolute consented to the Landlord doing so;] and and service of a schedule of dilapidations served x months after the end of the Term.

Premises for any illegal or immoral purpose; the Premises as sleeping accommodation or for oses; carry on at the Premises any offensive, noisy or , trade, business, manufacture, occupation or emises only for the Permitted Use [and only urs of 8AM and 6PM Mondays to Fridays (and not ys or public holidays)].

ons: Premises with any adjoining premises; y external or structural alterations to the Premises; y alteration to the Premises which would, or may expected to, have an adverse effect on the asset PC commissioned in respect of the Premises; and tted in clause 3.1.17 below, not to make any ns or alterations of a non-structural nature to the out the Landlord's prior written consent (such be unreasonably withheld or delayed) subject to pplying with clauses 3.1.17 a) - e).

hout consent from the Landlord make internal of a non-structural nature which do not adversely alue, structural stability, statutory compliance or rformance of the Premises subject to the Tenant:

ldlord not less than <<notice period given to y work being carried out e.g. 2 months>> notice in ention to carry out any such works; ch works in a good and workmanlike manner and with any necessary permission, consent or ed under statute; any damage to the Premises caused by the the works; Premises to their former state and condition on or of the Term if the Landlord by notice in writing uests the Tenant to do so in accordance with ); 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 let 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 without the Landlord's consent is required for them under this clause 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. The sign must be of a size and material approved by the Landlord (such approval may be reasonably withheld or delayed) and at the end of the sign the Tenant must 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:  
Compliance with all laws relating to the Premises or to the Tenant's occupation of the Premises;  
The Tenant's duty 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 it 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 written consent of the Landlord;  
Obtain any planning permissions relating to or affecting the Premises.

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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.  
Ensure the Premises are equipped with all fire prevention, detection and alarm equipment which is required by law or by the insurers or is or is 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

3.1.2

3.1.2

3.1.2

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prior written consent of the Landlord to apply for  
of the Premises unless the Tenant is required

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

st notify the Landlord; and

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

on:

Premises on trust for another;

another to occupy the whole or any part of the

n or share the possession or occupation of the  
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.

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;

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

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  
easonable 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  
erson, 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,  
hird party, all costs, damages, expenses, charges  
hird party and the Landlord's own liabilities, costs  
d in defending or settling any action, claim or  
ny personal injury or death, damage to any  
ent of any right arising from:

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condition of the Premises or the Tenant's use of

the Tenant's rights; or

- of any alterations.
- 3.1.30 In the event of any 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;
- 3.1.31 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
- 3.1.32 The Tenant shall indemnify the Landlord for any losses (at the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.33 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.
- 3.1.34 The Tenant shall reimburse 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 maintaining any Conduits, structures or other items capable of being used by the Premises in common with other Premises.
- 3.1.35 The Tenant shall not effect any assignment, transfer, underlease or charge of the Premises or any part thereof without the prior written consent in writing by the Tenant, any undertenant or any other person claiming under or in trust for the Landlord, a certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.
- 3.1.36 The Tenant shall ensure that the Lease is registered to compulsory registration at the Land Registry, and 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.
- 3.1.37 The Tenant shall deliver to the Landlord the original of this Lease together with any documents as the Landlord reasonably requires to close the Lease and to remove entries in relation to it noted against the relevant registered title.
- 3.1.38 The Tenant shall ensure that if an Act of Insolvency occurs in relation to a person claiming under or in trust for the Landlord so requires to procure that another person acting on behalf of the Landlord enters into a deed of covenant with the Landlord 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 ensure that the Tenant is not prevented from paying the rents and other sums due and from carrying out its 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 other than as permitted by the Lease.
- 4.1.2 The Landlord shall ensure that where it is required by law to commission an EPC, the Landlord shall commission any EPCs that are needed during the Term at its expense.
- 4.1.3 The Landlord shall ensure that the Premises (other than any plate glass at the Premises) with respect to which the Landlord is insured on normal market terms against loss or damage by fire, theft or other risks shall be insured by the Landlord.





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party to this Lease with immediate effect by giving written notice to the Landlord.

5.4 If the Premises are damaged or destroyed (other than where the damage is caused by an act or default of the Tenant) so as to be unfit for occupation, the Landlord may give written notice to the Tenant within six months of the date of the damage or destruction of the Premises either: a) giving notice of its intention to reinstate the Premises at the end of the period for which it is terminating this Lease with immediate effect. If the Tenant does not give the notice referred to within six months of the date of the damage or destruction of the Premises, the Tenant may terminate this Lease by giving written notice to the Landlord.

5.5 Nothing in this Lease shall give the Tenant the right to enforce, or to prevent the enforcement of, any covenant, right or condition to which the Premises are subject.

5.6 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Lease.

5.7 The Landlord 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.

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

**6. Notices**

6.1 Any notice or other communication in connection with this Lease must be in writing and must be sent by first class post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address specified in the deed or document to which they are subject if the recipient has specified as its address.

6.2 Notices must be given at least ten working days' notice under this clause 6.

6.3 A notice must be given to:

6.3.1 the Landlord, if it is a limited liability partnership registered in the United Kingdom, at the address for service set out in paragraph LR2.1 at the beginning of this Lease or if no such address is given, at its last known address in the United Kingdom;

6.3.2 the Landlord, if it is a company incorporated in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are subject if such address has been given at their last known address in the United Kingdom;

6.3.3 the Tenant, at the Premises;

6.3.4 any guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and

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any other party, at their last known address in the n.

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

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

6.6 Servi [redacted] mail is not a valid form of service under this Lease.

7. **[Termination]**

7.1 The L [redacted] this Lease at any time [after <<insert date>>] by giving [redacted] n an <<notice period to terminate lease e.g. 3 or 6 months>> [redacted] take effect at any time.

7.2 If the [redacted] clause 7, this will not affect the rights of any party [redacted] gation in this Lease.

7.3 The L [redacted] the Tenant all payments of Rent that relate to a [redacted] of this Lease.]

8. **[Termination]**

8.1 The T [redacted] this Lease at any time [after <<insert date>>] by giving [redacted] s than <<notice period to terminate lease e.g. 3 or 6 months>> [redacted] o take effect at any time.

8.2 This [redacted] ate following a notice given by the Tenant if the Tenant [redacted] ent (plus VAT) due up to the date of determination and t [redacted] her occupiers give up occupation of the Premises and l [redacted] g underleases.

8.3 [The [redacted] 8 is personal to the Tenant named in paragraph LR3 [redacted] lease and will end on the date of the first deed of assignment [redacted] Lease or on the date when that Tenant ceases to exist.]

8.4 If the [redacted] clause 8, this will not affect the rights of any party [redacted] gation in this Lease.

8.5 The L [redacted] the Tenant all payments of Rent that relate to a [redacted] of this Lease.]

9. **Exclusion of**

9.1 The T [redacted] ore the grant of this Lease (or as the case may be before [redacted] tually bound to enter into this Lease) the Landlord serve [redacted] in the form set out in schedule 1 to the Regulatory Refo [redacted] (England and Wales) Order 2003.

9.2 The T [redacted] Tenant (or a person on behalf of the Tenant) made a [de [redacted] out in paragraph 7] [statutory declaration in the form [redacted] f schedule 2 to the 2003 Order.

9.3 The T [redacted] person who made the declaration on the Tenant's beha [redacted] s authority.

9.4 The L [redacted] agree pursuant to section 38A (1) of the Landlord and T [redacted] ctions 24 to 28 (inclusive) of the Landlord and

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Tenant in relation to the tenancy created by this Lease.

9.5 The Landlord and Guarantor confirm that there is no agreement to which the

9.6 [The Guarantor was not contractually bound to enter into this Lease) the Landlord must give the Guarantor a notice in the form set out in schedule 1 to the Regulated Tenancies (England and Wales) Order 2003.

9.7 The Guarantor must, if they made a [declaration in the form set out in paragraph 8] of schedule 1, provide a declaration in the form set out in paragraph 8] of

9.8 The Guarantor must, if applicable, the person who made the declaration on the Guarantor's behalf, so with the Guarantor's authority.]

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 under this Lease. If the Tenant defaults, the Guarantor shall indemnify and comply with those obligations;

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10.1.1 The Guarantor shall be jointly and severally liable 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 be jointly and severally liable to the Landlord as primary obligor, and separate to the obligations under clause 10.1.1 and 10.1.2 above, to indemnify the Landlord against all losses, 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 (and any supplemental documents to this Lease);

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

10.2 If the Guarantor, in its sole discretion notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten days of the date of notification, by its option either:

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10.2.1 pay the full amount of the rent and other sums payable at the date of the disclaimer or forfeiture of this Lease (including payment of the Landlord's costs) and the full amount of the Lease of the Premises;

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or discharge the Guarantor from its obligations under this Lease and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease is terminated or discharged if the disclaimer, forfeiture or striking-off had not occurred;

10.2.2 pay the full amount of the rent and other sums payable at the date of the disclaimer or forfeiture of this Lease (including payment of the Landlord's costs) and the full amount of the Lease of the Premises;

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rent 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);

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

the same terms and conditions as this Lease; or

10.2.

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

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  
rights in relation to any prior breaches).

10.5 The C

not 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)

lease (except that a surrender of part will end the  
liability in respect of the surrendered part);

e)

counterclaim that the Tenant or the Guarantor may

f)

disability or change in the constitution or status of  
ntor 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)

rrerence in relation to the Guarantor of an Act of

i)

an a release by the Landlord by deed.

10.6 The C  
of the  
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in competition with the Landlord in the insolvency  
ake any security, indemnity or guarantee from the  
nt's obligations under this Lease.

10.7 The C  
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ed from its future obligations under this Lease at

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

11. **Applicable Law**

- 11.1 This Lease is governed by the law of England and Wales and contractual obligations arising out of or in connection with it shall be construed in accordance with the law of England and Wales.
- 11.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 11.3 Any order of the courts of England and Wales made in relation to this Lease, including in relation to any non-contractual obligations, shall be enforceable in the courts of England and Wales.

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

[Execution clauses]

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

<<Affix seal here>>

Director

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

M

**OR (alternative completion)**

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

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

Director

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

[Director][Secretary]

P

**OR (alternative completion)**

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

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

Director

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

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S

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 \_\_\_\_\_  
\_\_\_\_\_

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[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 directors]

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

Director

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

[Director][Secretary]

**OR (alternative clause)**

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

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

Director

E

presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

\_\_\_\_\_

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

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

\_\_\_\_\_

**[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)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative clause)**

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address \_\_\_\_\_

\_\_\_\_\_

**OR (execution clause)**

**an individual)**

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

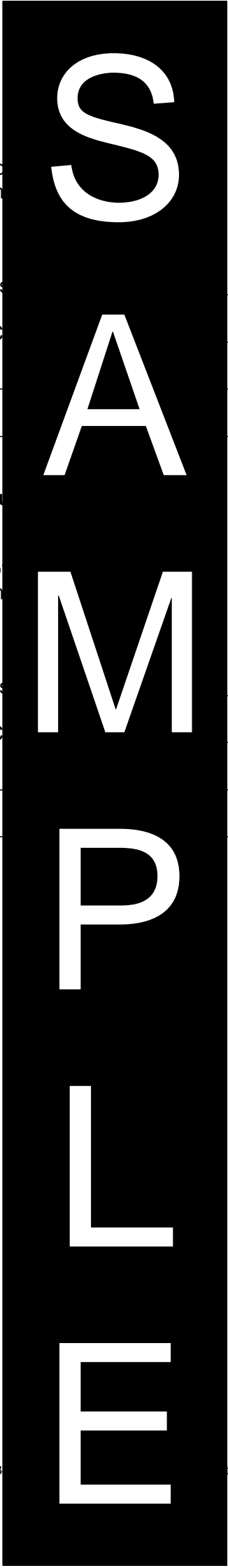
Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address \_\_\_\_\_

\_\_\_\_\_





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**Rights Granted to the Tenant**

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

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

2. The right to use 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]

The Landlord and all others authorised by the Landlord to:

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

maintain and keep open and clear of obstructions any access on foot only to and egress from the Premises, including any courtyards and emergency escapes within the Premises and any other property [which are shown edged green on the plan attached to this Lease];

b) use for the Premises with the Premises the Premises;

maintain and keep open and clear of obstructions any access to and egress from the Premises, including any estate roads within the Landlord's Neighbouring Premises [which are shown edged blue on the plan attached to this Lease];

c) <<insert the rights to be granted to the Tenant>>.]

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

4. [Except as mentioned in clause 3, the Tenant shall not have any right over any adjoining premises owned or controlled by the Landlord, other than the right of way mentioned in *Wheeldon v Burrows* (1867) 15 Q.B. 139.]

The Tenant's obligation under clause 2 of this Lease does not include any right over any adjoining premises owned or controlled by the Landlord, other than the right of way mentioned in clause 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1867) 15 Q.B. 139.

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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... connection with those works to underpin and shore up the Premises... ord:

- a) giving... 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... duce any interference to the Premises by noise, vibration or dust... when into consideration the Tenant's suggestions for limiting...
- f) makin... mage to the Premises or its contents.

8. The right, w... place scaffo... 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 written consent;
- d) if the s... gnage 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.

9. The right to u... without impo... conditions si... pouring Property for any purpose whatsoever and without imposing any restrictions or conditions 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 reservation) exist on the Landlord's other land.

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ule – Regulations

1. Not without written consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements.
3. To maintain the Premises used for the purposes of the business and avoid all health hazards in parts of the Premises used for the preparation, display, service and consumption of food.
4. To obtain, maintain and renew any licence or registration which is required in connection with the business (including any licence under the Licensing Act 2003) and to comply with the conditions of the licence or registration and all laws, regulations and byelaws relating to the Permitted Use.
5. When requested to do so by the Landlord to provide a copy of any document relating to the business (including any document of Asbestos Regulations 2012 at the Premises).
6. Not to obstruct or interfere with the use of the Premises or any parts thereof or to encroach on the Landlord's Neighbouring Property.
7. No vehicles or trailers shall be allowed to remain in any service area within the Premises for a period longer than is reasonably necessary for the purposes of the business, for goods or supplies and no vehicles may remain on the Premises overnight.
8. No mat, brush, rubbish or other material shall be thrown out of the Premises or onto the Landlord's Neighbouring Property.
9. Not to place or deposit any refuse, inflammable waste or refuse in the bins but to dispose of such waste in accordance with the requirements of the byelaws and in consultation with the Local Authority.
10. 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.
11. No blind shall be placed over any window of the Premises without the previous written approval of the Landlord as to the colour and type.
12. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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