

SAMPLE

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

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

LR5. Prescribed statements etc

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

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

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

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

LR6. Term for which the Property is let

Include only the appropriate statement (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.

LR9. Rights of acquisition

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

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

None

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

None

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

None

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

Insert the relevant provisions of the lease clause, schedule or part of a schedule in this lease which contain the restrictive covenants

None

LR11. Easements

Refer here only to the relevant 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 relevant 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 relevant paragraph of a schedule

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

Standard forms of re Schedule 4 to the L 2003.

LR14. Declaration of more than one person as Tenant

If the Tenant is one person the alternative statement

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

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

OR

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

OR

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

1. Definitions

1.1 In this lease the following terms

where the context otherwise requires, the following meanings;

‘Act of Insolvency’

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

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

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

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

the filing of a statement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction of a solvent company in respect of which a declaration of solvency has been filed with the Registrar

SAMPLE

	<p>premises insured in accordance with the Landlord's Lease (after any discount is allowed to the Tenant before any commission is allowed or paid to the Broker);</p> <p>loss of Annual Rent;</p> <p>public or third party liability; and</p> <p>loss of the Premises for insurance purposes from any excess or deductible under any insurance policy which the Tenant incurs or will incur in reinstating the Premises after destruction or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following destruction by an Insured Risk to the Premises because of the insurers' refusal to act or failure to act; and</p> <p>any increased premiums that the insurers may require the Tenant to pay in connection with the carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the Premises.</p>
'Insured Risks'	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or rupture 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 such risks are available on normal market terms in the UK insurance market when the insurance is taken out, and any other risks against which the Tenant reasonably insures from time to time, subject in all cases, limitations and exclusions imposed by the insurers.</p>
'Interest'	<p>the rate of <<rate of interest on outstanding payments of the Rent 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 replacement rate notified by the Landlord to the Tenant;</p>
'Landlord'	<p>the person or persons entitled to the immediate reversion to this Lease;</p>
'Landlord's Neighbouring Property'	<p>any buildings owned by the Landlord near to the Premises;</p>
'Permitted Use'	<p>means as offices within use class E(g)(i) of the Town and Country Planning (Use Classes) Order 1987]</p>

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	means as offices within use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];
‘Premises’	described in paragraph LR4 at the beginning of this Lease and all other fixtures and fittings in the Premises (other than the fixtures and fittings);
‘Rent’	reserved as rent by this Lease;
‘Rent Commencement Date’	<<insert which rent is first to be paid>>;
‘Rent Days’	[24 June, 29 September and 25 December] in each year;
‘Surveyor’	or architect from time to time appointed by the Landlord;
‘Tenant’	in title and assigns;
‘Term’	specified in paragraph LR6 at the beginning of this Lease;
‘Title Matters’	(if any) set out in the following documents: <<insert the documents affecting the landlord's title to the Premises>>;
‘VAT’	constituted by the Value Added Tax Act 1994 (and any subsequent amendments) and any expressly stated references to rent or other monies payable or receivable are exclusive of any VAT charged or chargeable).

- 1.2 Unless otherwise stated, this Agreement requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
 - 1.2.2 a reference to any day other than a Saturday, Sunday or Bank Holiday is a reference to any day in England and Wales;
 - 1.2.3 a reference to a statute is a reference to that statute or to that statute as amended, extended or re-enacted at the relevant time;
 - 1.2.4 a reference to this Agreement and each of the Schedules is a reference to this Agreement as amended or supplemented at the relevant time;
 - 1.2.5 a reference to a clause of this Agreement is a reference to that clause as amended or supplemented at the relevant time;
 - 1.2.6 a reference to a paragraph of the relevant Schedule.

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- ## 2. Demise and

3. Tenant's Covenants

3.1 The Tenant shall covenants with the Landlord:

3.1.1 The Tenant shall pay the Rent on the days and in the manner stated without any legal defence, set-off or counterclaim unless required by law.

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

3.1.3 The Tenant shall indemnify the Landlord against all existing and future rates, taxes, and financial impositions charged on the Premises.

a) The Tenant shall indemnify the Landlord in the Rent payable; and

b) The Tenant shall indemnify the Landlord's dealing with its own interests.

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

3.1.5 The Tenant shall indemnify the Landlord for any loss or damage sustained by the Landlord making good that loss to the Landlord on demand.

3.1.6 The Tenant shall maintain the Premises in good and substantial repair and condition and shall be liable for any damage to the Premises that:

a) The Tenant shall indemnify the Landlord where damage results from any of the risks insured by the Landlord has insured under Clause 4.1.3 unless the Landlord's insurance money is refused by reason of any act or omission of the Tenant; and

b) The Tenant shall be required to put the Premises in any better state of repair than they were in at the date of this Lease as shown in the schedule of condition annexed to this Lease].

3.1.7 The Tenant shall 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.

3.1.8 The Tenant shall maintain 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, all changes in the external colour scheme must first be approved by the Landlord. All decoration must be carried out in a good and substantial manner using good quality materials that are appropriate to the Premises and all appropriate preparatory work.

3.1.9 The Tenant shall ensure that the Premises which are not built upon clean and sound ground.

3.1.10 The Tenant shall ensure that:

- a) ... to the Landlord in the repair and condition
- b) ... ably requires, and gives the Tenant notice no later
... the end of the Term, the Tenant must remove
... as fixed to the Premises, remove any alterations
... to the Premises and make good any damage
... by that removal;
- c) ... nt's possessions from the Premises; and
- d) ... ndlord all documents held by the Tenant relating
... matters including (but not limited to) health and
... asbestos surveys and reports, fire risk
... reports, and certificates relating to electrical and gas
- 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:
 - a) ... he agent of the Tenant sell the possessions;
 - b) ... nify the Landlord against any liability incurred by
... ose possessions have been sold by the Landlord
... hat the possessions belonged to the Tenant; and
 - c) ... to the Tenant the sale proceeds after deducting
... tion, storage and sale incurred by the Landlord.
- 3.1.1 ... at all reasonable times on reasonable prior notice
... to enter and inspect the Premises and:
 - a) ... gents or Surveyor gives to the Tenant (or leaves
... e of any repairs or maintenance which the Tenant
... or of any other failure by the Tenant to comply
... nder this Lease, to repair the Premises and/or
... accordance with the notice within a period of two
... of the notice (or sooner if required); and
 - b) ... ot comply with clause 3.1.12 a), to permit the
... Premises and carry out the works at the Tenant's
... to the Landlord on demand (recoverable as a
... proper expenses of such works (including all legal
... other fees).
- 3.1.1 ... lled to exercise any right to enter the Premises to
... s, contractors, agents and professional advisors,
... ses at any reasonable time (whether or not during
... and, except in the case of an emergency after
... ole notice (which need not be in writing) to the
- 3.1.1 ... rd on demand on an indemnity basis all costs,
... er expenses (including legal costs and Surveyor's
... fees) properly incurred by the Landlord (or which
... ayable by the Landlord) in connection with or in
- a) ... tenant covenants of this Lease;

- b) Tenant's obligations in this Lease, including the service of a notice under section 146 of the Law of Property Act 1954;
- c) the Tenant for consent under this Lease, whether that consent is granted or lawfully refused, except where the Landlord is required to act reasonably and the Tenant refuses to give consent;
- d) the Tenant to the Premises to improve their Environmental Performance; the Tenant in its absolute discretion, has consented to the same;] and
- e) the service of a schedule of dilapidations served no later than the end of the Term.

3.1.1

- a) the Premises for any illegal or immoral purpose;
- b) the Premises as sleeping accommodation or for residential purposes;
- c) the Tenant to the Premises any offensive, noisy or dangerous manufacture, occupation or thing; and
- d) the Premises only for the Permitted Use [and only between the hours of 9.00 AM Mondays to Fridays (and not on bank holidays).

3.2 With

- a) the Premises with any adjoining premises;
- b) the Premises for any structural alterations to the Premises;
- c) the Tenant to the Premises which would, or may be expected to, have an adverse effect on the asset rating assigned in respect of the Premises; and
- d) the Tenant in clause 3.1.17 below, not to make any internal alteration of a non-structural nature to the Premises without the written consent (such consent not to be unreasonably withheld or delayed) subject to the Tenant complying with

3.2.2

- a) the Tenant without consent from the Landlord make internal 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:
- a) the Tenant not less than <<notice period given to Landlord of []>> notice in writing of its intention to carry out such works;
- b) the Tenant to carry out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval of the Landlord;
- c) the Tenant to make good any damage to the Premises caused by the carrying out of

d)		es to their former state and condition on or before if the Landlord by notice in writing reasonably do so in accordance with clause 3.1.10 b); and
e)		opies of the plans and specifications of the works dlord of the cost of any alterations, additions or e Tenant (except any which are trade or tenant's soon as practicable and so that the Landlord will failure to effect any necessary increase in the Premises are insured unless the Tenant has on.
3.2.3	A	the Construction (Design and Management) ply to any works carried out to the Premises dlord's consent is required for them under this h these regulations and to provide the Landlord ompleted health and safety file upon completion of
3.2.4	M	, fascia notice or advertisement on the outside of to be visible outside the Premises other than a nt's trading name in the position specified by the ce to the Premises, subject to that sign being of a and material approved by the Landlord (such easonably withheld or delayed) and at the end of y sign and make good any damage caused to the h of the Landlord.
3.2.5		bligations in respect of the Premises:
a)		s relating to the Premises or to the Tenant's use Premises;
b)	P	receipt by the Tenant of any notice or other ng the Premises to send a copy to the Landlord ake all necessary steps to comply with the notice n and take any other action in connection with it reasonably may require;
c)		ng permission in relation to the Premises without nt of the Landlord;
d)		lanning permissions relating to or affecting the
e)	L	struction (Design and Management) Regulations mencing any works to make a written election to the effect that the Tenant is the only client for regulations, to give the Landlord a copy of the e obligations of the client;
f)		equipped with all fire prevention, detection and ich is required by law or by the insurers of the ly required by the Landlord and to maintain the ne Landlord to inspect it from time to time;
g)	F	promptly of any defect or disrepair in the Premises ndlord liable under any law or under this Lease;

- h) written consent of the Landlord to apply for an EPC unless the Tenant is required by law.
- 3.2.6 or easements to be acquired over the Premises may result in the acquisition of a right or easement:
- a) the Landlord; and
- b) the Landlord in any way that the Landlord requests so long as the Landlord meets the Tenant's interest to the Tenant's business interests to do so.
- 3.2.7 on:
- a) es on trust for another;
- b) to occupy the whole or any part of the Premises;
- c) the possession or occupation of the whole or parts save as provided for in clause 3.1.24 of this
- d) the Premises;
- e) the whole or any part of the Premises;
- f) of the Premises; and
- g) as a whole without the prior written consent (which may be unreasonably withheld or delayed), provided that as a condition of giving consent require conditions in clause 3.1.23.
- 3.2.8 impose the following conditions in relation to an premises as a whole (provided that each condition is by the Landlord and is appropriate):
- a) into an agreement guaranteeing that the assignee Tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably
- b) Given an Authorised Guarantee Agreement to conditions of the assignee under this Lease, and the guarantor, the guarantor will enter into a guarantee in such form as the Landlord may reasonably require in a form reasonably required by the Landlord and the assignor will comply with the terms of the Authorised Guarantee Agreement;
- c) entered on assignment, who is a person of standing approved by the Landlord (acting reasonably) and enters into a guarantee in such form as the Landlord may reasonably require in a form reasonably required by the Landlord and the assignor will comply with the terms of the Authorised Guarantee Agreement;
- d) (as a guarantor) that the assignee enters into a rent guarantee agreement in such form as the Landlord may reasonably require with the assignor for a deposit of not less than <<e.g. six>> months' rent (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants in this Lease over the deposit;

e) arrears of the Annual Rent or any other outstanding amount due under the Lease (provided that these arrears are not the subject of a dispute with the Landlord); and

f) in the Landlord's reasonable opinion of sufficient to enable it to comply with the Tenant's covenants and obligations under this Lease.

Nothing in this clause shall prevent the Landlord from giving consent subject to any conditions or from refusing consent to an assignment in whole or in part if it is reasonable to do so.

3.2.9 The Tenant shall not occupy the Premises with other companies or other members of the same corporate group (within the meaning of the Landlord and Tenant Act 1954) as long as no joint landlord and tenant is created.

3.2.10 The Tenant shall not assign or sub-lease the whole of this lease to a bank or other financial institution without the consent of the Landlord.

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

3.2.12 The Tenant shall observe the following:

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

b) not permit the Tenant to do anything which increases any insurance premium payable by the Landlord to repay the increased premium to the Landlord.

3.2.13 The Tenant shall pay the amount of all taxable supplies made to the Tenant in the course of the Lease on the due date for making any payment or, if the Tenant is not registered for VAT, on the date on which that supply is made for VAT purposes.

3.2.14 The Tenant shall be obliged, under or in connection with this Lease, to reimburse to any other person any sum by way of a refund or credit or amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or its agents are entitled to a credit for such VAT under the Value Added Tax Act 1990.

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

a) the use of the Premises or the Tenant's use of them;

b) the Tenant's rights; or

c) any alterations.

3.2.16 The Tenant shall be covered by the indemnity in clause 3.1.30, the

- a) ...nt of the claim as soon as reasonably practicable of it;
- b) ...n any information and assistance in relation to the ... may reasonably require, subject to the Tenant ... all costs incurred by the Landlord in providing that ... ce; and
- c) ...e Tenant's cost) where it is reasonable for the
- 3.2.1 ...gulations set out in the Third Schedule and any ...ations made by the Landlord from time to time in ... state management.
- 3.2.1 ...he Landlord a fair proportion (to be determined by ...osts, fees and expenses properly incurred by the ... repairing, replacing, maintaining, cleansing and ...ghting any Conduits, structures or other items ... capable of being used by the Premises in common
- 3.2.1 ...ny assignment, transfer, underlease or charge of ...r by the Tenant, any undertenant or any other ...fied copy of the relevant document together with ... of the relevant registered titles to the Landlord.
- 3.2.2 ...t to compulsory registration at the Land Registry, ...e date of this Lease to apply to the Land Registry ...nd once the registration has been completed to ... the relevant titles to the Landlord.
- 3.2.2 ...to deliver to the Landlord the original of this Lease ...ents as the Landlord reasonably requires to close ...nd to remove entries in relation to it noted against ...ed title.
- 3.2.2 ...d if an Act of Insolvency occurs in relation to a ...ndlord so requires to procure that another person ...ndlord enters into a deed of covenant with the ...rms as the original guarantor.

4. Landlord's

- 4.1 The L ... the Tenant:
- 4.1.1 ...nt paying the rents and other sums due and ...gations under this Lease, to permit the Tenant to ... of the Premises without any interruption by the ... person claiming under or in trust for the Landlord ...mitted by the Lease.
- 4.1.2 ...nt is required by law to commission an EPC, the ...ny 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:

a) on identical in layout or design so long as substantially equivalent to that previously at the Premises

b) Tenant has failed to pay any of the Insurance Rent;

c) Premises after a notice has been served pursuant

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4.1.5 d by the Tenant to provide:

a) Landlord's insurance policy;

b) of the current year's premium; and

c) sion received or receivable by the Landlord.

4.1.6 or destruction of the Premises by an Insured Risk, (reasonably) considers that it is impossible or e the Premises, the Landlord may terminate this to the Tenant within six months from the date on as damaged or destroyed. On giving notice this but this shall be without prejudice to any right or d in respect of any breach of the tenant covenants ceeds of the insurance (other than any insurance belong to the Landlord.

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5. Provisos and

5.1 The p

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

5.1.2 his Lease; or

5.1.3 vency

5.1.4 nter the Premises (or any part of them) at any time his Lease will end (but this will not affect any right the Landlord).

5.2 If the or destroyed (other than where the damage or destr act or default of the Tenant) so as to be unfit for al Rent or a fair proportion of it will cease to be age or destruction for a period of three years or

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- until the Premises are fit for occupation or use by the Tenant, whichever is the later date.
- 5.3 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 or use by the Tenant, the Tenant shall, within six months from the date of damage or destruction, either reinstate the Premises with immediate effect by giving written notice to the Landlord or terminate 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 or use by the Tenant, and the damage or destruction was caused by an act or default of the Tenant, the Tenant may give written notice to the Landlord within six months from the date of damage or destruction of the Premises either: a) giving written notice to the Landlord of its intention to reinstate the Premises at the end of the period of termination of this Lease with immediate effect. If the Tenant fails to reinstate the Premises within six months of the date of damage or destruction of the Premises, the Tenant may terminate this Lease by giving written notice to the Landlord.
- 5.5 Nothing in this clause shall deprive the Tenant the right to enforce, or to prevent the enforcement of, any benefit of any covenants, rights or conditions to which the Premises are subject.
- 5.6 The Tenant acknowledges that a person who is not a party to this Lease has no right to enforce any provision of the Contracts (Rights of Third Parties) Act 1999 to the extent that it applies to this Lease.
- 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 other than that specified in this Lease.
- 5.8 The Tenant warrants that it has not entered into this Lease in reliance on any statement or representation made by or on behalf of the Landlord.
- 6. Notices**
- 6.1 Any notice or other communication in connection with this Lease must be in writing and must be sent by post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address to which the recipient has specified as its address for service of notices by giving written notice of working days' notice under this clause 6.
- 6.2 A notice or other communication shall be deemed to have been served on the Tenant if it is delivered to the Tenant at the following address:
- 6.2.1 If the Tenant is a limited liability partnership registered in the United Kingdom, the address shall be the address at its registered office;
- 6.2.2 If the Tenant is a company incorporated in a country outside the United Kingdom, the address shall be the address for service in the United Kingdom set out in the deed or document to which they are a party, or if no such address has been given at their last known address in the United Kingdom, the address shall be the last known address of the Tenant in the United Kingdom;
- 6.2.3 If the Tenant is an individual, the address shall be the address last known to the Landlord.

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- a) the landlord, at any postal address in the United Kingdom for the registered proprietor on the title number R2.1 at the beginning of this Lease or, if no such last known address in the United Kingdom;
- b) the tenant, at the Premises;
- c) the proprietor, at the address of that party set out in the deed which they gave the guarantee; and
- d) the other party, at their last known address in the United Kingdom.

6.3 Any item delivered as served on the second working day after the date of posting by registered or insured first-class post or special delivery or at the time of delivery if the item is not delivered or left at the recipient's address if delivered to or left at the recipient's address.

6.4 If a notice is served on a day that is not a working day or after 5:00PM, the notice shall be treated as served at 9:00AM on the immediately following working day.

6.5 Service by email is not a valid form of service under this Lease.

7. [Termination

7.1 The Lessee shall terminate this Lease at any time [after <<insert date>>] by giving the Lessor notice in writing of not less than <<notice period to terminate lease e.g. 3 or 6 months>> and the termination shall take effect at any time.

7.2 If the [REDACTED] clause 7, this will not affect the rights of any party for an [REDACTED] obligation in this Lease.

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

8. [Termination

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

8.2 This clause shall apply to the Premises following a notice given by the Tenant if the Tenant determines that the Premises are no longer required (plus VAT) due up to the date of determination and the Tenant or any other occupiers give up occupation of the Premises and the Tenant is not granting underleases.

8.3 [The LR3 Lease is personal to the Tenant named in paragraph 8.1 and will end on the date of the first deed of assignment 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 for an [REDACTED] obligation in this Lease.

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

9. **[Tenant Option to Renew]** **Term**

9.1 Provided that in the event of a default of any of the terms of this Lease, the Tenant shall not exercise this said option and this Lease shall terminate. If the Tenant exercises this said option, the Tenant shall be bound to this Lease for an additional term of <<insert appropriate number of years granted, eg five or ten>> years to and including the anniversary of the date of the original grant of the Lease on the same terms and conditions set out in the Lease, as modified by the terms, covenants and conditions of the Lease.

9.1.1 If the Tenant exercises this said option, then the Tenant shall

9.1.2 The Tenant shall give written notice no earlier than the date which is <<insert appropriate number of months served eg 12 or 9 months>> months prior to the expiry of the term of the Lease but no later than the date which is the expiry of the term of this Lease. If the Tenant fails to give such notice, the Tenant shall have no further or additional right to renew the Lease for the term of this Lease.

9.1.3 The option shall not be transferable and shall be personal to the

10. **Exclusion of Liability**

10.1 The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is actually bound to enter into this Lease) the Landlord shall be indemnified in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.

10.2 The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is actually bound to enter into this Lease) the Tenant (or a person on behalf of the Tenant) made a [declaration] [statutory declaration] in the form set out in schedule 2 to the 2003 Order.

10.3 The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is actually bound to enter into this Lease) the person who made the declaration on the Tenant's behalf shall be authorised by the Tenant's authority.

10.4 The Landlord shall, before the grant of this Lease (or as the case may be, before the Tenant is actually bound to enter into this Lease) the Landlord 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.

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

11.1 The Guarantor shall

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

11.1.2 The Guarantor shall indemnify the Landlord as primary obligor, and separate to the obligations of the Tenant under 11.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants and conditions (as set out in the supplemental documents to this Lease); and

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11.1. The Landlord as primary obligor to indemnify the Tenant for all losses, costs, damages and expenses caused to the Tenant proposing or entering into any company, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 11.

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11.2 If the Tenant, at the discretion of the Landlord, notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten working days of the date of notification, by written notice in option either:

11.2.1 The Tenant shall pay the cost (including payment of the Landlord's costs) of the Lease of the Premises:

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a) The Lease shall take effect on the date of the disclaimer or forfeiture or the Tenant being struck off the register of companies, as if the Lease had taken effect on the date when this Lease would have ended if the disclaimer or striking-off had not happened;

b) The Tenant shall pay other sums payable at the date of the forfeiture or striking-off, which would be payable save for any rent suspension;

c) The Tenant shall pay the rent due on the term commencement date of the new lease plus the amount equivalent to the total of the rent review under this Lease that falls before that date that has not been concluded (but with the rent review date being the date of the concluded rent review);

d) The Tenant shall pay the rent due on each Rent Review Date under this Lease plus the amount equivalent to the total of the rent review under this Lease that falls before that date that has not been concluded (but with the rent review date being the date of the concluded rent review);

e) The Tenant shall pay the rent due on each Rent Review Date under this Lease plus the amount equivalent to the total of the rent review under this Lease that falls before that date that has not been concluded (but with the rent review date being the date of the concluded rent review);

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11.2.2 The Tenant shall pay the arrears of the rents, any outgoings and all other sums payable at the date of the disclaimer, forfeiture or striking-off, which would be payable save for any rent suspension; plus the amount equivalent to the total of the rent review under this Lease that falls before that date that has not been concluded (but with the rent review date being the date of the concluded rent review);

11.3 If the Landlord, at the discretion of the Landlord, notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

11.4 If the Landlord, at the discretion of the Landlord, notifies the Guarantor within three months of the date of disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten working days of the date of notification, by written notice in option either:

11.5 The Guarantor must not be reduced or discharged by:

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a) The Guarantor's failure to enforce in full, or any delay in enforcement of, or any concession allowed to the Tenant or any other person in respect of the Lease;

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

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

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d) The Guarantor's failure to accept any rent or other payment due to the Landlord under the Lease (except that a surrender of part will end the Guarantor's 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
antor 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)urrence in relation to the Guarantor of an Act of
- i)an a release by the Landlord by deed.

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

11.7 The C ed from its future obligations under this Lease at
the e

- a) this 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

12. Applicable

12.1 This contractual obligations arising out of or in connection
with i law of England and Wales.

12.2 Subje ny provisions in this Lease requiring a dispute to
be se arbitration, the courts of England and Wales have
exclu e any dispute arising out of or in connection with
this L n to any non-contractual obligations.

12.3 Any p ce an order of the courts of England and Wales
arisin with this Lease, including in relation to any non-
contr court of competent jurisdiction.

THIS LEASE has b d and delivered on the day on which it has been
dated

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause in individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director] [Secretary]

OR (alternative completion)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

Executed as a deed
the common seal of
<<Guarantor's Name>>

<<affix seal here>>

in the presence of

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director] [Secretary]

OR (alternative completion)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Rights Granted to the Tenant

1. The right to ...
mains for the ...
oil, telephone
supplies or u
2. The right to ...
by the Landl
3. [The right in ...
rd and all others authorised by the Landlord to:
a) use f ...
Prem ...
Land ...
attach ...
b) use f ...
with ...
Propo ...
c) <<ins ...
rights to be granted to the Tenant>>.]
4. [Except as n ...
neighbouring ...
Wheeldon v
- Conduits connecting the Premises to the public
air, foul and surface water drainage, electricity,
ations, internet, data communications and similar
remises.
- The Premises from any adjoining premises owned
- gaining access on foot only to and egress from the
courtyards and emergency escapes within the
property [which are shown edged green on the plan
- gaining access to and egress from the Premises
estate roads within the Landlord's Neighbouring
edged blue on the plan attached to this Lease];
- ights to be granted to the Tenant>>.]
- ant of this Lease does not include any right over
2 of the Law of Property Act 1925 and the rule in
this Lease.

Points Reserved to the Landlord

- [illegible]

6. [The right to use the roof of the Premises and a right of access to the roof for the purpose of installing or equipment on the roof of the Premises and a route as the Landlord may require.]
7. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (including the Premises) (whether or not others to do so) as the Landlord in its absolute discretion may require, provided that these works do not interfere with the flow of light and air to the Premises and that the Tenant is responsible in connection with those works to underpin and shore up the Premises and the roof of the Premises. The Tenant shall:
- giving notice to the Landlord of the works to be carried out;
 - consent to the Landlord's supervision of the management of potential interference;
 - taking all reasonable steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
 - taking all reasonable steps to ensure that the works comply with all relevant standards of construction and workmanship;
 - taking all reasonable steps to avoid any interference to the Premises by noise, dust or vibration, and taking into consideration the Tenant's suggestions for limiting such interference;
 - making good any damage to the Premises or its contents.
8. The right, with the Landlord's consent, to place scaffolding on the Premises in connection with the carrying out of any works on the Premises or on any adjoining premises, provided that:
- any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
 - the scaffolding is erected as is reasonably practicable to the minimum extent necessary;
 - the scaffolding is erected in such a way as to ensure that any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) is not obscured by the scaffolding) unless the Tenant has obtained the Landlord's consent;
 - if the scaffolding is erected on the Premises, the Landlord shall be permitted 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 use the Premises for any purpose whatsoever and without imposing any restrictions or conditions on the Tenant.
10. The right to use the Premises for any adjoining premises owned by the Landlord or any adjoining premises owned by the Landlord.
11. All rights of reservation (including the right to reserve any land) which now exist or that might (but for this reservation) exist in favour of the Landlord.

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Rule – Regulations

1. Not without written consent to keep any inflammable, volatile, or dangerous substances 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 Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
5. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain overnight.
6. No mat, brush, or rubbish to be thrown out of the Premises.
7. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of such waste in accordance with the bye-laws and in consultation with the Local Authority.
8. Not to overload the Premises with any machinery or equipment at any time when serving the Premises.
9. No blind shopfront or display without the previous written approval of the Landlord as to colour and type.
10. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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