

LR1. Date of lease	Date in full>>
LR2. Title number(s)	Landlord's title number(s) Landlord's title number(s) out of which this lease is granted. (If not registered, enter the Landlord's title number(s))>> Other title numbers Other title number(s) against which entries of lease have been referred to in LR9, LR10, LR11 and LR13 have been made. Other title number(s)>>
LR3. Parties to this lease Give full names, addresses and registered number, if any, of each party. For Scottish companies enter SC prefix and for limited liability partnerships enter an OC prefix. For foreign companies enter the territory in which incorporated.	Name of Landlord>> Address of Landlord>> Company number>> Name of Tenant>> Address of Tenant>> Company number>> Name of Guarantor (if any)>> Address of Guarantor>> Company number>> Other parties Name and capacity of each party, for example "tenant company", "guarantor", etc. Name of other party>> Address of other party>> Company number>>
LR4. Property Insert a full description of the property being leased or Refer to the clause, schedule or plan of a schedule in this lease in which the property being leased is more fully described Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.	Resolution of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail. Land and building[s] [shown edged red on the plan attached to this lease and] known as Address of Property>>

SAMPLE

<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions that do not apply to this lease.</i></p>	<p><i>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.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide here will be used as part of the information used to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><i>including commencement date>></i></p> <p><i>including expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</i></p>

SAMPLE

landlord's covenant to (or offer to) assign this lease

lord's contractual rights to acquire

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

Insert the relevant provisions or reference to the relevant clause, schedule or paragraph of the lease in this lease which contains the provisions referred to in the preceding sentence.

LR11. Easements

Refer here only to the clause, section or paragraph of a schedule in this lease which sets out the easements.

**ements granted by this lease for
of the Property**

ements granted or reserved by this
the Property for the benefit of other

LR12. Estate rentcharge burden
Property

Refer here only to the clause, section or paragraph of a schedule in this lease which sets out the rentcharge.

LR13. Application for standard restriction

Set out the full text of the standard restriction and the title against which it was entered. If you wish to apply for more than one standard form of restriction, you may use the same clause to apply for each of them, but you must specify which title and full text of the restriction you are applying against.

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

LR14. Declaration of trust where more than one person comprises the Tenant

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

If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statements.

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

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

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

1. Definitions and Interpretation

1.1. In this Agreement, except where the context otherwise requires, the following definitions shall have the following meanings:

‘Act of Insolvency’

means:

- (a) the making of a voluntary arrangement or a moratorium for the benefit of any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the making of an application to appoint an administrator, or the making of an appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;
- (d) the making of an application for a receiver or manager or an administrative receiver to be appointed in respect of the property or income of the Tenant or any guarantor;
- (e) the making of an application for a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which no statement of solvency has been filed with the Registrar;
- (f) the making of an application for a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the making of an application to remove the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck off the Register;
- (h) the making of an application for a guarantor otherwise ceasing to exist (but excluding the death of the Tenant or any guarantor dies); or
- (i) the making of an application for a bankruptcy order, the making of a bankruptcy order or the making of a

ban _____ Tenant or any guarantor.

The par
partners
Partners
to in t
amende
Liability
in the L
(as ame
Act of I
may be
relation
relevant

ly in relation to a partnership or limited
Partnership Act 1890 and the Limited
ely) subject to the modifications referred
Partnerships Order 1994 (SI 1994/2421) (as
partnership (as defined in the Limited
subject to the modifications referred to
Partnerships Regulations 2001 (SI 2001/1090)

analogous proceedings or events that
the legislation of another jurisdiction in
for incorporated or domiciled in such

'Annual Rent' means [REDACTED] per year exclusive of VAT;

‘Conduits’ means the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data communications and similar supplies or utilities.

'Energy Performance Certificate' has the (England EPC in the Energy Performance of Buildings Ins 2012 and is also referred to as an

‘Environmental Performance’

means

(a) the energy and associated generation of greenhouse gases;

(b) the management of waste;

(c) water management; and

(d) any other impact arising from the use or operation of the facility.

‘Insurance Rent’ means the sum of:

- (a) kept in accordance with the Landlord’s obligation under any discount is allowed to the Landlord; no commission is allowed or paid to the Landlord;
- (b) insurance of the Premises for the full Insured Value; and
- (c) insurance of the Premises for the full Insured Value and party liability; and
- (d) obtained from the Insurer for the Premises for insurance purposes from the time of the completion of the construction of the Premises;

and:

(e) the [REDACTED] deductible under any insurance policy that [REDACTED] will incur in reinstating the Premises following [REDACTED] damage by an Insured Risk;

(f) a sum [REDACTED] that the insurers refuse to pay following [REDACTED]

dam
of the
(g) any
as a
alter
Prem

Insured Risk to the Premises because
to act; and
premiums that the insurers may require
or retention of any permitted
any lawful occupier's use of the

‘Insured Risks’

means
storm,
overflow
water, o
other a
vehicles
disturba
cover is
market
against
subject
by the i

(subterranean fire), lightning, explosion,
landslip, heave, earthquake, burst or
apparatus, damage to underground
city wires or cables, impact by aircraft or
articles dropped from them, impact by
commotion, strikes, labour or political
damage to the extent, in each case, that
normal market terms in the UK insurance
is taken out, and any other risks
reasonably insures from time to time,
ses, limitations and exclusions imposed

‘Interest’

means
e.g. two
Barclay
reasona

rate of interest on outstanding payments
above the base rate for the time being of
rate or that bank ceases to exist) a
ed by the Landlord to the Tenant;

‘Landlord’

includes

the immediate reversion to this Lease;

**‘Landlord’s
Neighbouring
Property’**

means

ed by the Landlord near to the Premises;

‘Permitted Use’

[ENGLA
E(g)] of
OR

the within use classes [B2, and B8 and
Planning (Use Classes) Order 1987]

[WALE
Town a

thin use classes [B1 B2 and B8] of the
e Classes) Order 1987];

‘Premises’

means
Lease a
than ter

paragraph LR4 at the beginning of this
ures and fittings in the Premises (other
);

‘Rent’

means

t by this Lease;

**‘Rent Commencement
Date’**

means

rst to be paid>>;

‘Rent Days’

means

September and 25 December] in each

S

year;

‘Surveyor’

means
Landlord

ect from time to time appointed by the

‘Tenant’

includes

assigns;

‘Term’

means
Lease

paragraph LR6 at the beginning of this

‘Title Matters’

means
list of

out in the following documents: <<insert
andlord's title to the Premises>>;

‘VAT’

means
unless
payable
charge

by the Value Added Tax Act 1994 (and
ated references to rent or other monies
e exclusive of any VAT charged or

M

1.2. Unless the context otherwise

ference in this Agreement to:

1.2.1. “writing” or “written”

email;

1.2.2. a “working day” means a day
bank or public

ay other than a Saturday, Sunday or a
Vales;

1.2.3. a statute or a provision of a
as amended, etc.

a reference to that statute or provision
t the relevant time;

1.2.4. “this Agreement” means the
as amended or

Agreement and each of the Schedules
evant time;

1.2.5. a Schedule is a Schedule to

ment; and

1.2.6. a clause or paragraph of
the Schedules

a clause of this Agreement (other than
levant Schedule.

P

1.3. In this Agreement:

1.3.1. any reference to a person
unincorporated

es a natural person, corporate or
having separate legal personality);

1.3.2. words importing the singular

clude the plural and vice versa;

1.3.3. words importing the masculine

y other gender;

1.3.4. references to the Term
Term otherwise

clude any sooner determination of the
e;

1.3.5. any covenant or obligation
not to permit or

an act or thing includes an obligation
to be done;

1.3.6. references to the Tenant

Tenant include the act or default of any

L

E

- occupier of the Premises or his active servants and agents;
- 1.3.7. the clause headed "Interpretation" of this Lease and are not to be taken into account in interpreting this Lease;
- 1.3.8. references to the Lease include any document supplemental or collateral to it or entered into pursuant to it;
- 1.3.9. any consent or approval of the Landlord shall be construed as also including a requirement for the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage.
- 1.4. The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. Demise and Rent

- 2.1. The Landlord leases the Premises to the Tenant for the Term together with (insofar as the Landlord can lawfully do so) all rights set out in the First Schedule, excepting and reserving all rights in the Landlord's Neighbouring Property the subject of the Title Matters.
- 2.2. The Tenant must pay as Rent to the Landlord:
- 2.2.1. the Annual Rent by direct debit if the Tenant has provided an advance by bankers' standing order (or otherwise) on the Rent Days, the first payment to be made on the first Rent Day or the period beginning on the Rent Day before the next Rent Day;
 - 2.2.2. on demand from the Landlord any Service Charge Rent;
 - 2.2.3. any other sums payable by the Tenant to the Landlord under this Lease; and
 - 2.2.4. any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1. The Tenant covenants with the Landlord:
- 3.1.1. To pay the Rent to the Landlord in the manner stated without any legal or equitable deduction or set-off;
 - 3.1.2. If any sum due by the Tenant to the Landlord for more than <<maximum length of time rent is payable in advance e.g. 7 days>> (whether formally demanded or not) to be paid on demand pay Interest (recoverable on demand) on the basis on the amount unpaid or refused to be paid on the day when payment is made.
 - 3.1.3. To pay or indemnify the Landlord for all existing and future rates, taxes, duties, charges, levies, contributions and assessments charged on the Premises except for:
 - a) tax (including stamp duty) payable; and

- b) any other matter in connection with the Landlord's dealing with its own interests.
- 3.1.4. To pay or indemnify the Landlord against all charges incurred relating to the Premises including drainage, electricity, oil, telephone, gas, water, heating, telecommunications, data communications and similar services (including all standing charges and meter rents).
- 3.1.5. If the Landlord allows the Tenant to use the Premises for any purpose other than that for which it has been allowed during the Term, to pay the Landlord on demand.
- 3.1.6. To keep the Premises in good substantial repair and condition and clean and tidy except in so far as may be required by the Landlord to:
- the Premises to comply where damage results from any cause which the Landlord has insured under any policy of insurance, if any of the insurance money is payable in respect of any act or default of the Tenant [; and
 - the Premises to be required to put the Premises in any better condition than they were in at the date of the damage by the schedule of condition attached to the Lease.
- 3.1.7. [To clean and repair the Premises as often as reasonably necessary and, if necessary, to renew and replace them with floor coverings by first approved by the Landlord.]
- 3.1.8. To decorate the Premises as often as is reasonably necessary, at least three months before the end of the Term. Any change of colour scheme must first be approved by the Landlord. All work must be carried out in a good and proper manner using good quality materials appropriate to the Premises and include all appropriate painting and decorating.
- 3.1.9. To keep any part of the Premises which is not built upon clean and tidy and free from obstruction.
- 3.1.10. At the end of the Term:
- to return the Premises to the Landlord in the repair and condition required by the Lease;
 - if the Landlord requires, and gives the Tenant notice no later than 14 days before the end of the Term, the Tenant must remove any fixtures fixed to the Premises, remove any alterations made to the Premises and make good any damage to the Premises by that removal;
 - to remove all personal possessions from the Premises; and
 - to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) asbestos surveys and reports, fire risk assessments and certificates relating to electrical

- and gain possession of the Premises and remove the Tenant's possessions remain on the Premises and remove them within <<e.g. 7 days>> and the Landlord to do so:
- 3.1.11.If, following the removal of the Tenant's possessions remain on the Premises and remove them within <<e.g. 7 days>> and the Landlord to do so:
- a) the Landlord may sell the possessions of the Tenant sell the possessions;
 - b) the Tenant shall be liable to the Landlord against any liability incurred by it to the Landlord if the possessions have been sold by the Landlord and that the possessions belonged to the Tenant;
 - c) the Landlord shall pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Landlord.
- 3.1.12.To permit the Landlord or Surveyor to enter the Premises at any time on reasonable prior notice to inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or leaves a copy of the notice) of any repairs or maintenance which are necessary or of any other failure by the Tenant or the Landlord under this Lease, to repair the failure in accordance with the notice within a reasonable time from the date of the notice (or sooner if required);
 - b) if the Tenant fails to comply with clause 3.1.12 a), to permit the Landlord or Surveyor to enter the Premises and carry out the works at the expense of the Tenant and to pay to the Landlord on demand (or to the Surveyor (debt) the proper expenses of such works and the Surveyor's and other fees).
- 3.1.13.To allow all those persons who are employed by or for the Tenant with their workers, agents, professional advisors, and to enter the Premises at any time (whether or not during usual business hours) and, except in an emergency after having given reasonable notice (which need not be in writing) to the Tenant.
- 3.1.14.To pay to the Landlord on demand (or to the Surveyor (debt) the proper expenses of such works and the Surveyor's and other fees) an indemnity basis all costs, charges, legal costs and Surveyor's and other fees incurred by the Landlord (or which otherwise would be payable by the Landlord) in connection with or in contemplation of:
- a) the enforcement of the covenants of this Lease;
 - b) any breach of the obligations in this Lease, including the obligations under section 146 of the Law of Property Act 1925;
 - c) any application for or consent under this Lease, whether or not such application or consent is granted or lawfully refused or where the Landlord is required to act and the Landlord reasonably refuses to give consent;

- d) [carrying out the Permitted Use] and
- e) the premises are in a state of repair and condition at the end of the Term.

3.1.15. With regard to use of the Premises:

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises for sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous activity, trade, business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between 9.00am and 5.00pm on Mondays to Fridays (and not on bank holidays)].

3.1.16. With regard to alterations to the Premises:

- a) not to make any structural alterations to the Premises;
- b) not to make any alterations to the Premises which would, or may have an adverse effect on the asset rating of the Premises; and
- c) save as may be permitted in writing by the Landlord, not to make any internal non-structural alterations to the Premises without the written consent (such consent not to be unreasonably withheld) subject to the Tenant complying with the conditions set out in clause 3.1.17 below;

3.1.17. The Tenant may make internal additions or alterations to the Premises which do not adversely affect the structural integrity, statutory compliance or energy efficiency of the Premises, provided that the Tenant:

- a) giving the Landlord an <<notice period given to Landlord (e.g. 2 months)>> notice in writing of its intention to make such alterations or additions;
- b) carrying out such alterations or additions in a good and workmanlike manner and in accordance with any statutory requirements, permission, consent or approval required;
- c) making good the Premises caused by the carrying out of such alterations or additions;
- d) reinstating the Premises to their former state and condition on or before the date of completion of the alterations or additions if the Landlord by notice in writing requires the Tenant to do so.

12

Premises under
this Lease

Landlord liable under any law or under

- h) not without the written consent of the Landlord to apply for an EPC in accordance with the law.

consent of the Landlord to apply for an EPC in accordance with the law unless the Tenant is required by

3.1.21. Not to allow any encroachment on the Premises

to be acquired over the Premises. If an encroachment on a right or easement:

- a) the Tenant shall not do so; and
- b) the Tenant shall not do so in any way that the Landlord requests in writing so long as the Landlord meets the Tenant's business interests

Landlord; and
Landlord in any way that the Landlord requests in writing so long as the Landlord meets the Tenant's business interests

3.1.22. With regard to a

- a) not to do so for another;
- b) not to do so to occupy the whole or any part of the Premises;
- c) not to do so in possession or occupation of the whole or any part of the Premises as provided for in clause 3.1.24 of this Lease;
- d) not to do so in any way;
- e) not to do so in any part of the Premises;
- f) not to do so in any way; and
- g) not to do so as a whole without the prior written consent of the Landlord not to be unreasonably withheld or delayed. The Landlord may as a condition of giving consent impose the conditions in clause 3.1.23.

for another;
occupy the whole or any part of the
possession or occupation of the whole
as provided for in clause 3.1.24 of
; and
any part of the Premises;
Premises; and
as a whole without the prior written
not to be unreasonably withheld or
Landlord may as a condition of giving
the conditions in clause 3.1.23.

3.1.23. The Landlord shall not assign or sublet the Premises without the prior written consent of the Landlord (provided that each condition is reasonable and appropriate):

following conditions in relation to an assignment or sublet (provided that each condition is reasonable and appropriate):

- a) the Tenant shall enter into an agreement guaranteeing that the assignee shall comply with the Tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably require;
- b) if the Tenant is not the guarantor, the Tenant shall enter into an Authorised Guarantee Agreement to the assignee under this Lease, and the Tenant shall enter into a guarantee in favour of the Landlord which the assignee will comply with the terms of the Authorised Guarantee Agreement;
- c) a guarantor, who is a person of standing

an agreement guaranteeing that the
Tenant's covenants in this Lease (an
"Authorised Guarantee Agreement") in such form as the Landlord
may reasonably require;
Authorised Guarantee Agreement to
the assignee under this Lease, and the
guarantor will enter into a guarantee in
favour of the Landlord which the
assignor will comply with the terms of the
Authorised Guarantee Agreement;
assignment, who is a person of standing

accept
guarant
such fo

acting reasonably) and enters into a
the Tenant's covenants of this Lease in
reasonably require;

d) (as an
deposi
with th
six>> l
the as
tenant

r) that the assignee enters into a rent
the Landlord may reasonably require
or a deposit of not less than <<e.g.
us VAT) (calculated as at the date of
or the assignee's performance of the
e with a charge over the deposit;

e) that th
outstar
are no

of the Annual Rent or any other
is Lease (provided that these arrears
te dispute with the Landlord); and

f) that the
financi
and co

ord's reasonable opinion of sufficient
to comply with the Tenant's covenants
s Lease.

Nothing
subject t
an assign
so.

ent the Landlord from giving consent
condition nor from refusing consent to
instance where it is reasonable to do

3.1.24.The Tenant ma
while they are in
of the Landlord
and tenant is cre

the Premises with other companies
group (within the meaning of section 42
as long as no relationship of landlord

3.1.25.The Tenant may
lending institutio

is lease to a bank or other reputable
the Landlord.

3.1.26.To permit the L
fix and keep on
sale and to all
reasonable time

ng the Term to enter the Premises to
Premises a notice for re-letting or for
and buyers to view the Premises at
landlord or its agents).

3.1.27.With regard to in

a) to com
do or c

s of the Landlord's insurers and not to
could invalidate any insurance; and

b) if the
insuran
premiu

o do anything which increases any
the Landlord to repay the increased
mand.

3.1.28.To pay VAT in
connection with
earlier, the date

e supplies made to the Tenant in
date for making any payment or, if
made for VAT purposes.

3.1.29.Where the Tena
the Landlord or
pay an amount
other person, ex
credit for such V

n connection with this Lease, to pay
m by way of a refund or indemnity, to
red on that sum by the Landlord or
the Landlord or other person obtains
ed Tax Act 1994.

E

terms as the original

4. Landlord's Covenants

4.1. The Landlord covenants

4.1.1. Subject to the Tenant complying with its obligations under the Lease, the Landlord covenants to permit the Tenant to have quiet enjoyment of the Premises without interruption by the Landlord or any other person claiming under the Landlord except as otherwise permitted by the Lease.

4.1.2. Save where the Tenant is required by law to commission an EPC, the Landlord will obtain an EPC needed during the Term at its own cost.

4.1.3. To insure the Premises (including any plate glass at the Premises) with a reputable insurer against loss or damage by the Insured Risks for the full cost including professional fees and incidental expenses of reinstatement and clearance and irrecoverable VAT, provided that the Tenant agrees to such excesses, exclusions or limitations as may be specified in the policy.

4.1.4. Subject to obtaining the necessary planning and other consents, to use all or part of the insurance money (or loss of rent) to repair the damage or (as the case may be) to rebuild the Premises. The Landlord shall be obliged to:

a) provide a replacement Premises which is equivalent in layout or design so long as it is not materially less equivalent to that previously at the Premises;

b) repair the Premises if the Tenant has failed to pay any of the Insured Risks;

c) repair the Premises after a notice has been served pursuant to clause 4.1.4.

4.1.5. If reasonably requested, the Landlord shall provide:

a) full details of the insurance policy;

b) evidence of the current year's premium; and

c) details of any sums received or receivable by the Landlord.

4.2. If, following damage to the Premises by an Insured Risk, the Landlord (acting reasonably) considers it impossible or impractical to reinstate the Premises, the Landlord shall give notice to the Tenant within six months from the date of the damage. On giving notice this Lease shall be terminated and the Tenant shall have no right or remedy of the Landlord under this Lease. Any proceeds of insurance shall belong to the Landlord.

5. Provisos and Agreements

and other sums due and complying with the Lease to permit the Tenant to have quiet enjoyment of the Premises without interruption by the Landlord or any other person claiming under the Landlord except as otherwise permitted by the Lease.

by law to commission an EPC, the Landlord will obtain an EPC needed during the Term at its own cost.

y plate glass at the Premises) with a reputable insurer against loss or damage by the Insured Risks for the full cost including professional fees and incidental expenses of reinstatement and clearance and irrecoverable VAT, subject to such excesses, exclusions or limitations as may be specified in the policy.

ning and other consents, to use all or part of the insurance money (or loss of rent) to repair the damage or (as the case may be) to rebuild the Premises. The Landlord shall be obliged to:

ntical in layout or design so long as it is not materially less equivalent to that previously at the Premises;

nant has failed to pay any of the Insured Risks;

ses after a notice has been served pursuant to clause 4.1.4.

provide:

insurance policy;

urrent year's premium; and

eived or receivable by the Landlord.

Premises by an Insured Risk, the Landlord (acting reasonably) considers it impossible or impractical to reinstate the Premises, the Landlord shall give notice to the Tenant within six months from the date of the damage. On giving notice this Lease shall be terminated and the Tenant shall have no right or remedy of the Landlord under this Lease. Any proceeds of insurance shall belong to the Landlord.

5.1. The parties agree that if

5.1.1. any rent is unpaid for 14 days or 21 days>> after the date when the rent is allowed to be in arrears e.g 14 days (whether formally demanded or not); or

5.1.2. the Tenant breaches any other term of this Lease

5.1.3. there is an Act of God

the Landlord may terminate this Lease (or any part of them) at any time after giving written notice to the Tenant and on doing so the Tenant shall be liable for the costs available to the Landlord

5.2. If the Premises are damaged or destroyed (other than where the damage or destruction is caused by the Tenant) so as to be unfit for occupation or use, the rent shall cease to be payable from the date of damage or destruction for a period of three years or until the Premises are again fit for occupation, whichever is the shorter period.

5.3. If the Premises or any part of them are damaged or destroyed (other than where the damage or destruction is caused by the Tenant) so as to be unfit for occupation or use and the damage or destruction continues for a period of three years, either party may terminate this Lease with written notice to the Landlord.

5.4. If the Premises or any part of them are damaged or destroyed (other than where the damage or destruction is caused by the Tenant) so as to be unfit for occupation or use and the damage or destruction was caused by an uninsured risk, the Landlord may give written notice of its intention to reinstate the Premises within six months of the date of damage or destruction, either party may terminate this Lease with immediate effect by giving written notice to the Landlord.

5.5. Nothing in this Lease shall prevent the release, variation, or modification of the terms, rights or conditions to which any adjoining premises are subject.

5.6. The parties agree that this Lease is made solely by virtue of the Landlord and Tenant (Covenants) Act 1995 and the terms of this Lease.

5.7. The Tenant acknowledges that this Lease constitutes or shall constitute a representation or warranty which may lawfully be used for any purpose allowed by this Lease.

5.8. The Tenant acknowledges that this Lease is made into this Lease in reliance on any representation or warranty given by the Landlord.

6. Notices

6.1. Any notice given under this Lease must be in writing and sent by

pre-paid first class post or otherwise delivered to or left at the address of the recipient or to any other address in the United Kingdom that the recipient has agreed in writing to accept for service by giving not less than ten working days' notice.

or otherwise delivered to or left at the address of the recipient or to any other address in the United Kingdom that the recipient has agreed in writing to accept for service by giving not less than ten working days' notice.

6.2. A notice served on:

6.2.1. a company or limited liability partnership registered in the United Kingdom must be served at its registered office or at its last known address in the United Kingdom;

a company or limited liability partnership registered in the United Kingdom

6.2.2. a person residing in the United Kingdom must be served at their last known address in the United Kingdom or at the address set out in the contract of tenancy, if any, which they are a party or if no such address has been given, at their last known address in the United Kingdom;

country outside the United Kingdom or at the address set out in the contract of tenancy in the United Kingdom of that party, if any, which they are a party or if no such address has been given, at their last known address in the United Kingdom;

6.2.3. anyone else must be served at any postal address in the United Kingdom at any time for the registered proprietor on the terms 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;

at any postal address in the United Kingdom at any time for the registered proprietor on the terms 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;

a) in the United Kingdom at any time for the registered proprietor on the terms 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;

at any time for the registered proprietor on the terms 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;

b) in the United Kingdom at any time for the registered proprietor on the terms 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;

the Premises;

c) in the United Kingdom at any time for the registered proprietor on the terms 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;

at the address of that party set out in the contract of tenancy, if any, which they gave the guarantee; and

d) in the United Kingdom at any time for the registered proprietor on the terms 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;

y, at their last known address in the United Kingdom;

6.2.4. Any Notice given in accordance with this clause shall be deemed to have been served on the second working day after the date of posting by first class post or special delivery or at the recipient's address if delivered to or left at that address.

erved on the second working day after the date of posting by first class post or special delivery or at the recipient's address if delivered to or left at that address.

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

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

6.2.6. Service of a notice in accordance with this clause shall be a valid form of service under this Lease.

ot a valid form of service under this Lease.

7. [Termination by Landlord]

7.1. The Landlord may determine the Lease at any time [after <<insert date>>] by giving notice to the Tenant not less than <<insert period to terminate lease e.g. 3 or 6 months>> months in writing to take effect on the date of the notice.

time [after <<insert date>>] by giving notice to the Tenant not less than <<insert period to terminate lease e.g. 3 or 6 months>> months in writing to take effect on the date of the notice.

7.2. If the Lease ends under this clause, it shall not affect the rights of any party for any period of time prior to the date of termination or breach of an obligation.

ot affect the rights of any party for any period of time prior to the date of termination or breach of an obligation.

7.3. The Landlord shall refund to the Tenant any amounts of Rent that relate to a period of time after the determination of the Lease.

ments of Rent that relate to a period of time after the determination of the Lease.

8. [Termination by Tenant]

8.1. The Tenant may determine the Lease [after <<insert date>>] by giving to the Landlord not less than 3 months' written notice in writing to take effect on the date of termination.

8.2. This Lease shall only terminate if the Tenant has paid all Annual Rent due to the Landlord to the date of determination and the Tenant and/or any other person has vacated the Premises and leave behind no continuing obligations.

8.3. [The break right in this clause shall not apply if the beginning of this Lease is on or after the transfer of the Lease or the Tenant ceases to exist.]

8.4. If the Lease ends under this clause, it shall not affect the rights of any party for any prior breach of an obligation.

8.5. The Landlord shall refund any payments of Rent that relate to a period after the determination of the Lease.

9. Exclusion of Security of Tenure

9.1. The Tenant confirms that the Lease was entered into before the Tenant was served on the Tenant's Notice to Quit under the Reform (Business Tenants) Order 2003.

9.2. The Tenant confirms that the Tenant has made a [declaration in the form set out in paragraph 8] of section 38A (1) of the Landlord and Tenant Act 1954 that s/he is not a tenant of the Premises.

9.3. The Tenant confirms that the Tenant has made the declaration on the Tenant's behalf did so with the Tenant's consent.

9.4. The Landlord and the Tenant confirm that the provisions of section 38A (1) of the Landlord and Tenant Act 1954 that s/he is not a tenant of the Premises are excluded in relation to the Lease.

10. [Guarantor's Covenant]

10.1. The Guarantor:

10.1.1. Guarantees to the Landlord the Tenant's obligations in the Lease and the Tenant's obligations to pay the rents itself and on behalf of the Tenant;

10.1.2. Covenants with the Landlord under an Authorised Guarantee Agreement with the Landlord on the Tenant's behalf in the Lease;

10.1.3. Covenants with the Landlord to indemnify the Landlord against all losses, costs, damages and expenses (including legal fees) caused to the Landlord by the Tenant's failure to pay the rents (and any supplementary obligations) under the Lease;

the [after <<insert date>>] by giving to the Landlord not less than 3 months' written notice to terminate lease e.g. 3 or 6 months>>

ce given by the Tenant if the Tenant has paid all Annual Rent due to the date of determination and the Tenant and/or any other person has vacated the Premises and leave behind no continuing obligations.

the Tenant named in paragraph LR3 at the date of the first deed of assignment or the Tenant ceases to exist.]

not affect the rights of any party for any prior breach of an obligation.

ments of Rent that relate to a period after the determination of the Lease.

this Lease (or as the case may be the Tenant) entered into this Lease) the Landlord shall not be bound by the provisions of schedule 1 to the Regulatory (Business Tenants) Order 2003.

son on behalf of the Tenant) made a [statutory declaration in the form set out in paragraph 8] of section 38A (1) of the Landlord and Tenant Act 1954 that s/he is not a tenant of the Premises.

ade the declaration on the Tenant's behalf did so with the Tenant's consent.

section 38A (1) of the Landlord and Tenant Act 1954 that s/he is not a tenant of the Premises are excluded in relation to the Lease.

nant will comply with all the Tenant's obligations in the Lease and the Tenant's obligations to pay the rents itself and on behalf of the Tenant;

ill guarantee the Tenant's obligations under an Authorised Guarantee Agreement with the Landlord on the Tenant's behalf in the Lease pursuant to clause 3.1.23 (b) of this Lease;

obligor, and separate to the covenant to indemnify the Landlord against all losses, costs, damages and expenses (including legal fees) caused to the Landlord by the Tenant's failure to pay the rents (and any supplementary obligations) under the Lease); and

- 10.1.4. Covenants with effect against all losses suffered by the Tenant proper to the scheme of arrangement and the effect of impairing the effect of impairing the Guarantor in
- 10.2. If the Landlord in its application after the date of any disclaimer off the register of companies the Landlord's option either
- 10.2.1. at the Guarantor's option to accept the grant of the disclaimer (including payment of the Landlord's costs) the Guarantor must, within ten working days, at the option of the Landlord, do any one or more of the following:
- a) for a period of 6 months or for a longer period, or for no period at all, to have effect on the date of the disclaimer or for the Tenant being struck off the register, depending on the date when this Lease would have been granted, disclaimer, forfeiture or striking-off had not been made;
 - b) at the date of the disclaimer, forfeiture or striking-off, to pay the sums payable at the date of the disclaimer, forfeiture or striking-off, which would be payable save for any discount for payment in full;
 - c) to continue to pay the rent on the term commencement date of the next rent review under this Lease that falls before the date of the disclaimer, forfeiture or striking-off, being reviewed as at the date of the disclaimer, forfeiture or striking-off;
 - d) to continue to pay the rent on each Rent Review Date under this Lease, the term commencement date of the next rent review under this Lease;
 - e) to pay the rent on such other basis as the Landlord may determine in writing and conditions as this Lease; or
- 10.2.2. pay the Landlord the rent due under this Lease, together with any outgoings and all other sums payable by the Tenant under this Lease that would be payable for a period of 6 months after the date of the disclaimer, forfeiture or striking-off, which would be payable save for any discount for payment in full.
- 10.3. If clause 10.2.1 applies, the Guarantor shall, on an indemnity basis) and any other sums payable by the Tenant under this Lease that would be payable for a period of 6 months after the date of the disclaimer, forfeiture or striking-off, which would be payable save for any discount for payment in full.
- 10.4. If clause 10.2.2 applies, the Guarantor shall, on an indemnity basis) and any other sums payable by the Tenant under this Lease that would be payable for a period of 6 months after the date of the disclaimer, forfeiture or striking-off, which would be payable save for any discount for payment in full.
- 10.5. The Guarantor's liability under this clause 10 (but that will not be affected by any breaches) shall be discharged by:
- a) any failure of the Guarantor to pay the rent in full, or any delay in enforcement of the rent, or any other sums payable by the Tenant under this Lease that would be payable for a period of 6 months after the date of the disclaimer, forfeiture or striking-off, which would be payable save for any discount for payment in full;

- b) the Landlord's right of remedy against the Tenant for any failure to pay rent or to observe the Tenant's covenants under this Lease;
- c) any refusal of the Tenant to pay any rent or other payment due under this Lease;
- d) any variation of the Lease (including a surrender of part will end the Guarantor's liability in respect of the surrendered part);
- e) any right to possession of the Premises that the Tenant or the Guarantor may have;
- f) any death, illness or disability of the Tenant, the Guarantor or the Landlord;
- g) any amalgamation, reconstruction or restructuring of the Tenant or any party with any other person, any change in the constitution or status of the whole or any part of the assets or liabilities of the Tenant or any other person who is liable, or of the Guarantor;
- h) the existence of a winding up order or an Act of Insolvency;
- i) anything else which may affect the Landlord by deed.

10.6. The Guarantor must not indemnify the Landlord in the insolvency of the Tenant and must not provide any indemnity or guarantee from the Tenant in respect of the Tenant's obligations under this Lease.

10.7. The Guarantor shall be liable for the obligations under this Lease at the earlier of:

- a) The date when the Lease expires;
- b) The date when the Lease terminates from the tenant covenants under this Lease and Tenant (Covenants) Act 1995; or
- c) The date when the Guarantor is released in accordance with clause 11.

11. Applicable Law and Jurisdiction

11.1. This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

11.2. Subject to clause 11.3, any dispute arising out of or in connection with this Lease requiring a dispute to be referred to arbitration or to the jurisdiction of the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

11.3. Any party may seek to enforce its obligations arising out of or in connection with this Lease in any court of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

THIS LEASE has been executed and dated

on the day on which it has been

[Execution clauses for landlord]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

signature:

Director

signature:

[Director][Secretary]

OR (alternative company execution)

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

signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where)

(al)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the tenant is an individual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

S

A

M

P

L

E

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

Address _____

[Execution clauses for guarant

Executed as a deed by affixing
the common seal of
<<Guarantor's Name>>
in the presence of

Director

Director/Secretary

OR (alternative company exe

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

OR (alternative company exe

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

S

A

M

P

L

E

<<affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

(separate legal entity)

Address _____

S
A
M
P
L
E

First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities.
2. The right to support and use any services from any adjoining premises owned by the Landlord.
3. [The right in common with others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles from the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - c) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over the Landlord's Neighbouring Property or any part of it by virtue of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* do

Second Schedule – Access to the Landlord

1. The right to the pass over the Premises for the purpose of, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and other services from and to any adjoining or neighbouring premises.
2. The right to enter the Premises for the purpose of:
 - a) review or measure the performance of the Premises including to install and to monitor the performance within or relating to the Premises and to prepare an EPC;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is to be carried out without entry onto the Premises, the right to enter the Premises for the purpose of:
 - a) build on or into any part of the Premises or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any part of the Premises or adjacent to the Premises.
4. [Where the Tenant (if the Tenant consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises for the purpose of, or required to do any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and must make that representative of the Tenant available);
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out any work, obtain the Tenant's approval to the location, method of working and execution of, the work;
 - h) remain upon the Premises for as long a period as is reasonably necessary; and

- i) where reasonably necessary, the right to use the Premises for any rights outside the normal business hours of the Premises;
6. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof for the Landlord may require.]
7. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Tenant is to do so) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of traffic or these works interfere with the flow of light and air to the Premises, and shore up the Premises, and the Landlord shall:
- a) giving the Tenant due notice of the works to be carried out;
 - b) consulting with the Tenant in relation to the prevention of potential interference;
 - c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - d) taking into consideration the quality of construction and workmanship;
 - e) taking reasonable steps to prevent interference to the Premises by noise, dust and vibration (and to consider the Tenant's suggestions for limiting any interference);
 - f) making good any damage to the Premises or its contents.
8. The right, where necessary, to place scaffolding and other equipment on the Premises in exercising the right to carry out works of demolition, alteration or redevelopment on any adjoining premises, provided that:
- a) any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises made good;
 - b) the scaffolding caused no obstruction to the entrance to the Premises;
 - c) the scaffolding does not display any signs or notices (except for any health and safety notices) and does not obstruct or interfere with the display of any sign (approved by the Landlord) unless the Tenant has consented to its display; and
 - d) if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall, at the request of the Tenant, display a sign (approved by the Landlord) on the exterior of the Premises in front of the Premises so that it is visible to the public.
9. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions or conditions similar to those imposed on the Tenant.
10. The right to support and maintain any premises owned by the Landlord which are adjacent to the Premises.
11. All rights of light or air which now exist or that might (but for this

reservation) be acquire

S
A
M
P
L
E

S

ations

1. Not without the Landlord's written consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or registration in accordance with paragraph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant Regulations 2012 at the Premises.
4. To obtain, maintain and renew any licence or registration which is required in connection with the Permitted Use in accordance with the terms and conditions of the licence or registration and any other regulations relevant to the Permitted Use.
5. Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.
6. No vehicles may be parked on the Landlord's Neighbouring Property for more than is reasonably necessary for the purposes of loading or unloading of goods and no vehicles may remain overnight.
7. To comply with all relevant regulations on the estate roads within the Landlord's Neighbouring Property.
8. No mat, brush or mop may be thrown out of the window of the Premises nor shall anything be thrown out of the window of the Premises.
9. Not to place harmful, toxic or flammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.
10. Not to overload any structure or part of the Premises nor any structure or part of the Premises with any machinery or equipment.
11. No blind should be fitted to any window of the Premises without the previous written approval of the Landlord.
12. Not without the Landlord's written consent to allow any item to be stored or left on any open land included in the Lease, tools, machinery or refuse.

A

M

P

L

E