

<b>LR1. Date of lease</b>	Date in full>>
<b>LR2. Title number(s)</b>	<b>Landlord's title number(s)</b>  Landlord's title number(s) out of which this lease is granted. (If not registered, enter the Landlord's title number(s))>>  <b>Other title numbers</b>  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)>>
<b>LR3. Parties to this lease</b>  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)>> Name of Guarantor>> Address of Guarantor>> Company number>>  <b>Other parties</b> Capacity of each party, for example "tenant company", "guarantor", etc. Name of other party>> Address of other party>> Company number>>
<b>LR4. Property</b>  Insert a full description of the property being leased or Refer to the clause, schedule or paragraph 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 showing any floor levels must be specified.	<b>Resolution of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail.</b>  Land and building[s] [shown edged red on the plan attached to this lease and] known as Address of Property>>

# SAMPLE

<p><b>LR5. Prescribed statements etc.</b></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 which 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><b>LR6. Term for which the Property is let</b></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&gt;&gt;</i></p> <p><i>including expiry date&gt;&gt;</i></p> <p><i>as specified in this lease at clause/paragraph &lt;&lt; &gt;&gt;</i></p> <p><i>as follows:</i></p> <p><i>term&gt;&gt;</i></p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none"&gt;&gt;</i></p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></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><b>LR9. Rights of acquisition etc.</b></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>

# S A M P L E

tenant's covenant to (or offer to) this lease

landlord's contractual rights to acquire

## **LR10. Restrictive covenants given by the Landlord in respect of the Property other than the Property**

*Insert the relevant provisions or clause, schedule or paragraph of this lease which contains the provisions*

## **LR11. Easements**

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

easements granted by this lease for the benefit of the Property

easements granted or reserved by this lease for the benefit of other properties

## **LR12. Estate rentcharge burdened on the Property**

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

## **LR13. Application for standard form of restriction**

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you may do so by applying for each of them, or by applying against which title and the full text of the restriction you are applying.*

*Standard forms of restriction are set out in 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 tenants in common 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 for the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;
- (e) the commencement of 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 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 the Tenant or any guarantor to be wound up or otherwise ceasing to exist (but not the making of an application for a bankruptcy order, the
- (i) the making of an application for a bankruptcy order, the

... connection with any voluntary arrangement or moratorium for the benefit of any guarantor;

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

... attention to appoint an administrator, or the making of an application for the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

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

... 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;

... winding-up order or a winding-up order in relation to the Tenant or any guarantor;

... t 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;

... nt or otherwise ceasing to exist (but not the making of an application for a bankruptcy order, the

... cation for a bankruptcy order, the

prescribed by a bankruptcy order or the making of a bankruptcy order by the Tenant or any guarantor.

The partnership is not subject to the Partnership Act 1890 and the Limited Liability Partnership Regulations 2001 (SI 2001/1090) (as amended) (the "Partnership Act") subject to the modifications referred to in the Partnership Order 1994 (SI 1994/2421) (as amended) (the "Partnership Order") or partnership (as defined in the Limited Liability Partnership Regulations 2001 (SI 2001/1090) subject to the modifications referred to in the Partnership Regulations 2001 (SI 2001/1090) (as amended) (the "Partnership Regulations").

The partnership is not subject to any analogous proceedings or events that may be subject to the legislation of another jurisdiction in relation to the partnership or any guarantor incorporated or domiciled in such relevant jurisdiction.

**'Annual Rent'**

means the rent payable by the Tenant exclusive of VAT;

**'Conduits'**

means any conduit for the transmission of water, gas, air, foul and electricity, oil, telephone, heating, data communications and similar supplies or utilities;

**'Energy Performance Certificate'**

has the same meaning as in the Energy Performance of Buildings Regulations 2012 and is also referred to as an EPC in the Regulations;

**'Environmental Performance'**

means the performance of the building in relation to:

- (a) the energy and associated generation of greenhouse gases;
- (b) the use of energy;
- (c) water consumption; and
- (d) any other impact arising from the use or operation of the building.

**'Insurance Rent'**

means the rent payable by the Tenant of:

- (a) keep the Premises insured in accordance with the Landlord's obligations under any discount is allowed to the Landlord or no discount is allowed or paid to the Landlord;
- (b) insure the Premises for the full value of the Premises for the full term of the Lease;
- (c) insure the Premises for the full value of the Premises for the full term of the Lease;
- (d) obtain and maintain insurance for the Premises for insurance purposes from time to time;

and:

- (e) the Landlord is not liable for any deductible under any insurance policy which the Landlord will incur in reinstating the Premises damaged by an Insured Risk;



<b>‘Rent Days’</b>	means [September and 25 December] in each year;
<b>‘Surveyor’</b>	means [the person] from time to time appointed by the Landlord;
<b>‘Tenant’</b>	includes [the person] assigns;
<b>‘Term’</b>	means [the period] paragraph LR6 at the beginning of this Lease;
<b>‘Title Matters’</b>	means [the documents] in the following documents: <<insert list of documents showing Landlord's title to the Premises>>;
<b>‘VAT’</b>	means [the tax] by the Value Added Tax Act 1994 (and related references to rent or other monies payable exclusive of any VAT charged or chargeable);
1.2. Unless the context otherwise requires, the following definitions apply for the purpose of reference in this Agreement to:	
1.2.1. “writing” or “written”	includes electronic mail;
1.2.2. a “working day” is	a day other than a Saturday, Sunday or a bank or public holiday;
1.2.3. a statute or a provision	includes any reference to that statute or provision as amended, extended or otherwise;
1.2.4. “this Agreement”	includes this Agreement and each of the Schedules as amended or supplemented;
1.2.5. a Schedule	is a schedule to this Agreement; and
1.2.6. a clause or paragraph	of this Agreement (other than a Schedule) or
1.3. In this Agreement:	
1.3.1. any reference to a person	includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
1.3.2. words importing the singular	include the plural and vice versa;
1.3.3. words importing a gender	include the other gender;
1.3.4. references to the Term	include any sooner determination of the Term;
1.3.5. any covenant by a party	to do an act or thing includes an obligation not to permit or suffer another to do the act or thing;

1.3.6. references to the occupier of the Premises shall include the act or default of any employee, servants and agents;

1.3.7. the clause heading shall not be taken into account in its construction;

1.3.8. references to this Lease shall include any instrument supplemental or collateral to it or any variation of 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.

1.3.10. The headings in this Lease 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 set out in the Second Schedule.

2.2. The Tenant must pay a Rent to the Landlord in accordance with the following provisions:

2.2.1. the Annual Rent by direct debit if the Tenant agrees to do so, or otherwise by cash, before the Rent Days, the first payment to be made on the first Rent Day after the Commencement Date;

2.2.2. on demand from the Landlord the Rent;

2.2.3. any other sums due 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 to observe and perform the following:

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 under the Rent covenant is not paid on the Rent Day (whether formally demanded or not), or if the Landlord is entitled to demand rent so as not to waive a breach of the Rent covenant, the Tenant shall pay Interest (recoverable as rent in arrears) calculated at the rate of <<interest rate>> per annum on the amount unpaid or refused from the due date until the date of payment;

3.1.3. To pay or indemnify the Landlord for all existing and future rates, taxes, duties, charges, and other outgoings charged on the Premises except for:

- a) tax (including any interest payable); and
- b) any other outgoings payable by the Landlord's dealing with its own interests.
- 3.1.4. To pay or indemnify the Landlord for all charges incurred relating to water, gas, air, foul and drainage, electricity, oil, telephone, heating, telecommunications and similar supplies or utilities supplied to the Premises (including all standing charges and meter rents).
- 3.1.5. If the Landlord loses possession of the Premises, it has been allowed during the Term to the Landlord on demand.
- 3.1.6. To keep the Premises in substantial repair and condition and clean and tidy except the following:
- a) the Premises where damage results from any cause which the Landlord has insured under a policy of insurance of which any of the insurance money is payable in respect of an act or default of the Tenant [; and
- b) the Premises required to put the Premises in any better condition than they were in at the date of the survey set out by the schedule of condition
- 3.1.7. [To clean and repair the Premises as often as reasonably necessary and, in the last year of the Term, renew and replace them with floor covering first approved by the Landlord.]
- 3.1.8. To decorate the Premises as often as is reasonably necessary and at least three months before the end of the Term. Any change of scheme must first be approved by the Landlord. All decoration must be done in a good and proper manner using good quality materials and must include all appropriate preparation of the Premises and include all
- 3.1.9. To keep any parts of the Premises which are not built upon clean and tidy and free from obstruction
- 3.1.10. At the end of the Term
- a) to return the Premises to the Landlord in the repair and condition required by clause 3.1.6;
- b) 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 or fittings fixed to the Premises, remove any alterations made to the Premises and make good any damage to the Premises by that removal;
- c) to remove any chattels or possessions from the Premises; and
- d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to)

health and safety, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical and gas safety.

3.1.11. If, following the end of the Tenancy, the Tenant's possessions remain on the Premises and the Tenant does not remove them within <<e.g. 7 days>> after being requested in writing to do so:

- a) the Landlord is entitled to require the Tenant to sell the possessions; of the Tenant sell the possessions;

b) the Tenant is entitled to require the Landlord against any liability incurred by it to ensure that the possessions have been sold by the Landlord; or that the possessions have been sold by the Tenant; or that the possessions belonged to the Tenant;

c) the Landlord is entitled to require the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.

3.1.12. To permit the Landlord to enter the Premises at any times on reasonable prior notice (except in emergency situations) for the purpose of inspecting, repairing, maintaining or improving the Premises and:

- a) if the Tenant leaves the Premises and the Tenant is responsible for the repairs or maintenance which are necessary in connection with the use of the Premises under this Lease, to repair the failure in accordance with the notice from the date of the notice (or sooner if requested by the Landlord);
- b) if the Tenant is responsible for the repairs or maintenance which are necessary in connection with the use of the Premises under this Lease, to permit the Landlord to enter the Premises and carry out the works at the expense of the Tenant (to be paid to the Landlord on demand by the Landlord (without debt) the proper expenses of such works and the costs of the Surveyor's and other fees).

3.1.13. To allow all those [REDACTED] right to enter the Premises to do so with their workers [REDACTED] and professional advisors, and to enter the Premises at [REDACTED] whether or not during usual business hours) and, except in an emergency after having given reasonable notice (which need [REDACTED] Tenant.

3.1.14. To pay to the Landlord (or which otherwise would be payable by the Landlord) on an indemnity basis all costs, charges, fees and other expenses (including reasonable attorneys' fees and other professional fees) incurred 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 preparation and service of a notice 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, where the Landlord is required to act reasonably.

reasonably

unreasonably refuses to give consent;

d) [carrying out any works] or agrees to improve their Environmental Performance in its absolute discretion, has consented to the works; and

e) the premises have a schedule of dilapidations served no later than the end of the Term.

### 3.1.15. With regard to use

a) not to use the Premises for any illegal or immoral purpose;

b) not to use the Premises as sleeping accommodation or for residential purposes;

c) not to use the Premises for any offensive, noisy or dangerous purpose, or for any trade, manufacture, occupation or thing; and

d) to use the Premises for the Permitted Use [and only between 9am and 5pm on Mondays to Fridays (and not on bank holidays)]

### 3.1.16. With regard to alterations

a) not to make any alterations to any adjoining premises;

b) not to make any structural alterations to the Premises;

c) not to make any alterations to the Premises which would, or may, have an adverse effect on the asset value of the Premises in respect of the Premises; and

d) save as expressly permitted in 3.1.17 below, 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 clause 3.1.17.

### 3.1.17. The Tenant may make alterations of a minor nature which do not adversely affect the character, value, safety, 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 carry out the works;

b) carrying out the works in a good and workmanlike manner and in accordance with any permission, consent or approval required by the Landlord;

c) making good the Premises caused by the carrying out of the works.

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sign and Management) Regulations the Premises (whether or not the der this Lease), to comply with these h a copy of the completed health and

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of the Premises:

g to the Premises or to the Tenant's  
nises:

by the Tenant of any notice or other communication to the Landlord of the Premises to send a copy to the Landlord and to take all necessary steps to comply with the notice and to take any other action in connection with the notice that the Landlord acting reasonably may require;

mission in relation to the Premises  
of the Landlord:

permissions relating to or affecting the

uction (Design and Management) commencing any works to make a n 4(8) to the effect that the Tenant is es of these regulations, to give the n and to fulfil the obligations of the

with all fire prevention, detection and  
uired by law or by the insurers of the  
ed by the Landlord and to maintain  
ndlord to inspect it from time to time;

- g) to notify the Landlord of any defect or disrepair in the Premises and the Landlord is liable under any law or under this Lease;
- h) not without the consent of the Landlord to apply for an EPC in respect of the Premises unless the Tenant is required by law.

3.1.21. Not to allow any right or interest to be acquired over the Premises. If an encroachment materialises, the Tenant shall indemnify the Landlord of a right or easement:

- a) the Tenant shall indemnify the Landlord; and
- b) the Tenant shall indemnify the Landlord in any way that the Landlord requests so long as the Landlord meets the Tenant's business interests.

3.1.22. With regard to alienation:

- a) not to assign the Premises to another;
- b) not to sublet the whole or any part of the Premises;
- c) not to mortgage the Premises or any part of the Premises as provided for in clause 3.1.24 of this Lease;
- d) not to create any other interest in the Premises;
- e) not to create any other interest in any part of the Premises;
- f) not to assign the Premises; and
- g) not to create any other interest in the Premises as a whole without the prior written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld or delayed. The Landlord may as a condition of giving consent impose such conditions as are reasonable in the conditions in clause 3.1.23.

3.1.23. The Landlord may impose such conditions in relation to an assignment of the Premises as the Landlord may reasonably require. Each condition is reasonably required by the Landlord and is not unreasonable.

- a) the Tenant shall enter into an agreement guaranteeing that the assignee will 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 enters into an Authorised Guarantee Agreement to guarantee the assignee under this Lease, and the Tenant's guarantor will enter into a guarantee in favour of the Landlord which is reasonably required by the Landlord, the Tenant's guarantor will comply with the terms of the Authorised Guarantee Agreement;

c) a guarantor (accepting reasonably) and enters into a guarantee of the Tenant's covenants of this Lease in such form as the Landlord may reasonably require;

d) (as an assignee) to pay to the Landlord a deposit of not less than six months' rent (plus VAT) (calculated as at the date of the assignment) for the assignee's performance of the covenants of this Lease with a charge over the deposit;

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

f) that the Tenant is in the Landlord's reasonable opinion of sufficient financial soundness to comply with the Tenant's covenants of this Lease.

Nothing in this clause shall prevent the Landlord from giving consent subject to any condition nor from refusing consent to an assignment in any circumstance where it is reasonable to do so.

3.1.24. The Tenant may sublet the Premises with other companies while they are in the same building within the meaning of section 42 of the Landlord and Tenant Act 1954 and no relationship of landlord and tenant is created.

3.1.25. The Tenant may assign this lease to a bank or other reputable lending institution without the consent of the Landlord.

3.1.26. To permit the Landlord to enter the Premises to fix and keep on any part of the Premises a notice for re-letting or for sale and to allow potential tenants to view the Premises at reasonable times (accompanied by the Tenant's agents).

3.1.27. With regard to insurance the Tenant shall:

- a) to comply with the requirements of the Landlord's insurers and not to do or omit anything which could invalidate any insurance; and
- b) if the Tenant's insurers require the Tenant to do anything which increases any premium payable by the Landlord to repay the increased premium.

3.1.28. To pay VAT in respect of any sums payable under this Lease on the date on which that sum becomes due for payment or, if earlier, the date on which that sum becomes due for payment.

3.1.29. Where the Tenant or any other person obtains credit for such VAT under the provisions of the Finance Act 1994, to pay the way of a refund or indemnity, to pay that sum by the Landlord or other person obtains credit for such VAT under the provisions of the Finance Act 1994.

3.1.30. The Tenant must indemnify the Landlord against all actions, claims, demands, damages, expenses, charges and taxes made by a third party in respect of its own liabilities, costs and expenses incurred in defence of any claim or demand in respect of any property and infringement of any right arising from:

- a) the state or use of the Premises or the Tenant's use of them;
- b) the execution of the Lease; or
- c) the carrying out of the Lease.

3.1.31. In respect of any claim or demand in clause 3.1.30, the Landlord must:

- a) give notice of the claim as soon as reasonably practicable of it;
- b) provide the Landlord with information and assistance in relation to the claim as the Landlord may reasonably require, subject to the Tenant's contribution to all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the Landlord's cost (where it is reasonable for the Landlord to do so).

3.1.32. To comply with the reasonable regulations of good estate management in the Third Schedule and any other regulations from time to time in the interests of the Landlord.

3.1.33. To pay on demand (to be determined by the Landlord) of the cost of insuring, repairing, maintaining, cleansing and (where appropriate) lighting any Conduits or other items which are used or are capable of being used by the Landlord or other premises.

3.1.34. Within 21 days after the transfer, underlease or charge of the Premises (whether by the Tenant or any other person) to send a certified copy of the relevant register together with updated official copies of the relevant title.

3.1.35. If this Lease is submitted for registration at the Land Registry, within one month of the date of registration and on or after the date when completed to send official copies of the relevant title.

3.1.36. At the end of the Lease and such other documents as the Landlord reasonably requires to close the title to this Lease and to be noted against the Landlord's registered title.

3.1.37. To notify the Landlord if the Landlord enters into a lease with the Landlord in the same terms as

the original guarantor

#### 4. Landlord's Covenants

##### 4.1. The Landlord covenants

4.1.1. Subject to the Tenant's obligations under the Lease, the Landlord covenants to the Tenant to have quiet enjoyment of the Premises without interference by the Landlord or any other person claiming under or through the Landlord except as otherwise permitted by the Lease.

4.1.2. Save where the Tenant is obliged to commission an EPC, the Landlord will obtain any EPC required for the Premises during the Term at its own cost.

4.1.3. To insure the Premises (including any plate glass at the Premises) with reputable insurers against loss or damage by the Insured Risks for the full replacement cost including professional fees and incidental expenses, subject to the clearances and irrecoverable VAT, provided that the Landlord shall not be subject to such excesses, exclusions or limitations as the insurers may impose.

4.1.4. Subject to obtaining any necessary planning and other consents, to use all insurance money (including any loss of rent) to repair the damage for which the money is payable (as the case may be) to rebuild the Premises. The Landlord shall be bound to:

a) provide a replacement Premises which is substantially equivalent in layout or design so long as it is not more expensive than the original Premises;

b) repair the Premises if the Tenant has failed to pay any of the insurance premium;

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 kind which would be available in this Lease. Any proceeds of insurance shall belong to the Landlord.

#### 5. Provisos and Agreements

5.1. The parties agree that if

5.1.1. any rent is unpaid for 21 days>> after becoming due

5.1.2. the Tenant breaches

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 for the proportion of it will 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 immediate effect by giving 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 continues for a period of three years, the Landlord may give written notice to the Tenant of its intention to reinstate the Premises within six months of the date of damage or destruction. If the Landlord does not give the Tenant the notice referred to within six months, the Tenant 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, modification or termination of the rights, rights or conditions to which any adjoining premises are subject.

5.6. The parties agree that this Lease shall be enforceable solely by virtue of the provisions of the Law of Property (Miscellaneous Provisions) Act 1989 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 entered into in reliance on any representation or warranty made by the Landlord.

## 6. Notices

6.1. Any notice given under this Lease must be in writing and sent to the Landlord at the address set out in the Schedule.

by pre-paid first class  
the address of the recipient  
Kingdom that the recipient  
than ten working days'

## 6.2. A notice served on:

6.2.1. a company or limited  
be served at its registered

6.2.2. a person resident  
must be served at the address  
set out in the deed of guarantee  
has been given at the time

6.2.3. anyone else must

a) in the United Kingdom  
Kingdom at the time the Lease  
the time the Lease is given

b) in the United Kingdom

c) in the United Kingdom  
the time the Lease is given

d) in the United Kingdom  
United Kingdom

6.3. Any Notice given will be  
of posting if sent by post  
notice is delivered to the  
address.

6.4. If a notice is treated as  
a working day, it will be  
working day.

6.5. Service of a notice by fax

## 7. [Termination by Landlord

7.1. The Landlord may determine  
to the Tenant not less than  
notice in writing to take effect

7.2. If the Lease ends under  
prior breach of an obligation

7.3. The Landlord shall refuse  
after the determination

## 8. [Termination by Tenant

to or otherwise delivered to or left at  
or to any other address in the United  
address for service by giving not less  
6.

registered in the United Kingdom must

country outside the United Kingdom  
in the United Kingdom of that party  
they are a party or if no such address  
in the United Kingdom;

at any postal address in the United  
time for the registered proprietor on  
paragraph LR2.1 at the beginning of this  
is given, at its last known address in

the Premises;

at the address of that party set out in  
which they gave the guarantee; and

y, at their last known address in the

the second working day after the date  
or special delivery or at the time the  
address if delivered to or left at that

not a working day or after 5:00PM on  
9:00AM on the immediately following

form of service under this Lease.

time [after <<insert date>>] by giving  
terminate lease e.g. 3 or 6 months>>

not affect the rights of any party for any

ments of Rent that relate to a period

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 under the Lease and the Tenant and/or any other person occupying the Premises and leave behind no continuing obligations.

8.3. [The break right in this Lease shall terminate at the beginning of this Lease or the date of the first deed of assignment or 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 period of time.

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 this Lease was entered into before the Tenant was served on the Tenant's Reform (Business Tenants) Order 2003.

9.2. The Tenant confirms that [declaration in the form set out in paragraph 8] of s. 38A (1) of the Landlord and Tenant Act 1954 that s. 38A (1) of the Landlord and Tenant Act 1954 are excluded in relation to this Lease.

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

9.4. The Landlord and the Tenant confirm that s. 38A (1) of the Landlord and Tenant Act 1954 that s. 38A (1) of the Landlord and Tenant Act 1954 are excluded in relation to this Lease.

## 10. [Guarantor's Covenant]

10.1. The Guarantor:

10.1.1. Guarantees to the Landlord the Tenant's obligations in this Lease and will comply with all the Tenant's obligations in this Lease and will comply with all the Tenant's obligations in this Lease.

10.1.2. Covenants with the Landlord under an Authorised Guarantee Agreement with the Landlord on a Lease;

10.1.3. Covenants with the Landlord in clause 10.1.1 and clause 10.1.2 and will pay the rents or supplemental documents.

the [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.

ce given by the Tenant if the Tenant has paid all Annual Rent due under the Lease and the Tenant and/or any other person occupying the Premises and leave behind no continuing obligations.

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

not affect the rights of any party for any period of time.

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

this Lease (or as the case may be) entered into this Lease) the Landlord shall not be bound by the provisions of 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 s. 38A (1) of the Landlord and Tenant Act 1954 that s. 38A (1) of the Landlord and Tenant Act 1954 are excluded in relation to this Lease.

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

o section 38A (1) of the Landlord and Tenant Act 1954 that s. 38A (1) of the Landlord and Tenant Act 1954 are excluded in relation to this Lease.

ant will comply with all the Tenant's obligations in this Lease and will comply with all the Tenant's obligations in this Lease.

l guarantee the Tenant's obligations in this Lease and will comply with all the Tenant's obligations in this Lease if such a guarantee is required by the Landlord pursuant to clause 3.1.23 (b) of this Lease;

bligor, and separate to the covenant in clause 10.1.1 and clause 10.1.2 and will pay the rents or supplemental documents.

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failure to pay the rent or observe the Tenant's covenants under this Lease;

c) any refusal to pay any rent or other payment due under this Lease;

d) any variation of the terms of the Lease to the detriment of the Guarantor's interest;

e) any right to terminate the Lease;

f) any death, illness or disability of the Tenant, the Guarantor or the Landlord;

g) any amalgamation, reorganisation or restructuring of the Tenant or the Guarantor or any undertaking of the Tenant or the Guarantor;

h) the existence of a winding up order or an Act of Insolvency;

i) anything else which may materially and adversely affect the Tenant's ability to perform its obligations under this Lease.

10.6. The Guarantor must not release the Tenant and must remain jointly and severally liable 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 of termination of the Lease;

b) The date of expiry of the Lease pursuant to clause 10.5;

c) The date of termination of the Lease pursuant to clause 10.5.

## 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, the courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Lease, including in relation to the interpretation or performance of the Lease.

11.3. Any party may seek to enforce its obligations under this Lease in any court of England and Wales arising out of or in connection with the Lease.

this Lease or observe the Tenant's covenants under this Lease;

any rent or other payment due under this Lease;

that a surrender of part will end the Lease (whether or not of the surrendered part);

that the Tenant or the Guarantor may terminate the Lease;

change in the constitution or status of the Tenant, the Guarantor or other person who is liable, or of the Landlord;

any party with any other person, any amalgamation, reorganisation or restructuring of the whole or any part of the assets or liabilities of the Tenant or the Guarantor or any undertaking of the Tenant or the Guarantor;

the existence of a winding up order or an Act of Insolvency;

by the Landlord by deed.

with the Landlord in the insolvency of the Tenant or the Guarantor or any indemnity or guarantee from the Tenant or the Guarantor under this Lease.

the obligations under this Lease at the earlier of:

expires;

from the tenant covenants under this Lease pursuant to clause 10.5 and Tenant (Covenants) Act 1995; or

the date of termination of the Lease pursuant to clause 10.5.

arising out of or in connection with it will be governed by the law of England and Wales.

this Lease requiring a dispute to be settled by an expert. The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Lease, including in relation to the interpretation or performance of the Lease.

courts of England and Wales arising out of or in connection with the Lease. Any party may seek to enforce its obligations under this Lease in any court of England and Wales arising out of or in connection with the Lease.

**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 deed is signed by the tenant)**

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

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

Name (in BLOCK CAPITALS) \_\_\_\_\_

S

A

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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) \_\_\_\_\_

<<affix seal here>>

\_\_\_\_\_  
signature:

Director

\_\_\_\_\_  
signature:

[Director][Secretary]

\_\_\_\_\_  
signature:

Director

\_\_\_\_\_  
(qual)

\_\_\_\_\_  
signature:

\_\_\_\_\_  
signature:

Address \_\_\_\_\_

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### 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, internet, data communications and similar supplies or utilities to the Premises.
2. The right to support and use any services from any adjoining premises owned or controlled by the Landlord.
3. [The right in common with the Landlord and 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 which 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 over 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 or in the Landlord's Neighbouring Property or any part of the Landlord's Neighbouring Property, and the Landlord's Neighbouring Property is not subject to the rule in *Wheelodon v Burrows* or any other rule of law or equity.]

## 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 same 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 land on or adjacent to the Premises; and
  - b) inspect, repair, alter or carry out other works upon any adjoining 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 work in connection with this Lease, that the Landlord is expressly entitled to do for any other reasonable purposes in connection with the 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 restrictions on 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 do 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 as is reasonably necessary; and

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- |     |  |  |
|-----|--|--|
|     | i) where reasonably practicable, the hours of the Premises shall be restricted to the normal business hours outside the normal business hours;   |  |
| 6.  | [The right to place plant or equipment on the roof of the Premises and a right of access to the roof shall be subject to the Landlord may require.]  |  |
| 7.  | The right to carry out works on any adjoining premises (whether or not on the Premises) as the Landlord in its absolute discretion considers necessary in connection with those works to underpin the Premises and shore up the Premises;                        |  |
|     | a) giving the Tenant details of the works to be carried out;   |  |
|     | b) consulting with the Tenant in connection with the works to avoid 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 avoid interference to the Premises by noise, dust and vibration (including consideration the Tenant's suggestions for limiting any interference);  |  |
|     | f) making good any plant or equipment on the Premises or its contents.   |  |
| 8.  | The right, where necessary, to place scaffolding and other equipment onto the Premises and to place scaffolding and other equipment on or outside any buildings on the Premises in exercising the right;   |  |
|     | a) any scaffolding is reasonably practicable, with any damage caused to the exterior of the Premises made good;  |  |
|     | b) the scaffolding caused to the entrance to the Premises is as is reasonably practicable to the Premises;   |  |
|     | c) the scaffolding does not display any health and safety notices or signs which obstructed or interfere with the display of its display; and  |  |
|     | d) if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to 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 upon or conditions similar to those imposed on the neighbouring premises any restrictions on the Tenant.  |  |
| 10. | The right to support and maintain the Premises from the Premises.  |  |
| 11. | All rights of light or air which now exist or that might (but for this   |  |

reservation) be acquire

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## 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 writing accompanied by all information required to obtain 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.