

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

SAMPLE

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<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 the 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>the Leasehold Reform Act 1967</i></p> <p><i>the Leasehold Reform Act 1985</i></p> <p><i>the Leasehold Reform Act 1988</i></p> <p><i>the Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is Leased</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 the commencement date>></i></p> <p><i>including the 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>

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 refer to the clause, schedule or paragraph of this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or 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 the Property for the benefit of other

LR12. Estate rentcharge burdened on the Property

Refer here only to the clause, schedule or 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 a clause to apply 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 there is more than one person comprising 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, the following terms shall have the following meanings:

... text otherwise requires, the following

'Act of Insolvency'

means:

- (a) the Tenant or any guarantor has entered into a voluntary arrangement or arrangement for the benefit of any creditors;
- (b) the Tenant or any guarantor has made a proposal for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the Tenant or any guarantor has intended to appoint an administrator, or has made a proposal to do so, in connection with the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;
- (d) the Tenant or any guarantor has appointed a receiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;
- (e) the Tenant or any guarantor has gone into 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 a statement of solvency has been filed with the Registrar of Companies;
- (f) the Tenant or any guarantor has made a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the Tenant or any guarantor has been removed from the Register of Companies or has made an application for the Tenant or any guarantor to be removed from the Register of Companies;
- (h) the Tenant or any guarantor has otherwise ceased to exist (but excluding the death of an individual or any guarantor dies); or
- (i) the Tenant or any guarantor has made an application for a bankruptcy order, the

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

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

... intention to appoint an administrator, or has made a proposal to do so, in connection with the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

... receiver 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 a statement of solvency has been filed with the Registrar of Companies;

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

... removed from the Register of Companies or has made an application for the Tenant or any guarantor to be removed from the Register of Companies;

... otherwise ceasing to exist (but excluding the death of an individual or any guarantor dies); or

... application for a bankruptcy order, the

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

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(only) 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
incorporated or domiciled in such

‘Annual Rent’

means

ar exclusive of VAT;

‘Conduits’

means
surface
telecom
or utilitie

mission of water, gas, air, foul and
electricity, oil, telephone, heating,
data communications and similar supplies

‘Insurance Rent’

means

of:

(a) keep
oblig

d in accordance with the Landlord’s

(b) insu

al Rent;

(c) insu

d party liability; and

(d) obta
time

remises for insurance purposes from

and:

(e) the
that
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deductible under any insurance policy
will incur in reinstating the Premises
age by an Insured Risk;

(f) a su
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that the insurers refuse to pay following
Insured Risk to the Premises because
to act; and

(g) any
as a
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premiums that the insurers may require
t or retention of any permitted
any lawful occupier’s use of the

‘Insured Risks’

means
storm,
overflow
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terms in
and any
time to
exclusio

(subterranean fire), lightning, explosion,
ndslip, heave, earthquake, burst or
or apparatus, impact by aircraft or other
dropped from them, impact by vehicles,
and malicious damage to the extent, in
generally available on normal commercial
et at the time the insurance is taken out,
with the Landlord reasonably insures from
ses to any excesses, limitations and
ers;

‘Interest’

means
e.g. two
Barclay

ate of interest on outstanding payments
ove the base rate for the time being of
rate or that bank ceases to exist) a

	reasonable	by the Landlord to the Tenant;
‘Landlord’	includes the	immediate reversion to this Lease;
‘Landlord’s Neighbouring Property’	means land	by the Landlord near to the Premises;
‘Permitted Use’	means use	horse riding school;
‘Premises’	means the	paragraph LR4 at the beginning of this Lease and the fixtures and fittings in the Premises (other than tenanted premises);
‘Rent’	means all	by this Lease;
‘Rent Commencement Date’	means <<	to be paid>>;
‘Rent Days’	means [2	September and 25 December] in each year;
‘Surveyor’	means the	from time to time appointed by the Landlord;
‘Tenant’	includes s	signs;
‘Term’	means the	paragraph LR6 at the beginning of this Lease;
‘Title Matters’	means the	in the following documents: <<insert list of documents relating to the Landlord’s title to the Premises>>;
‘VAT’	means the	the Value Added Tax Act 1994 (and unless otherwise stated, references to rent or other monies payable are exclusive of any VAT charged or chargeable on such payments);

- 1.2 Unless the context requires otherwise, any reference in this Agreement to:
- 1.2.1 “writing” or “written” means any writing, whether or not email;
 - 1.2.2 a “working day” means any day other than a Saturday, Sunday or public holiday in England and Wales;
 - 1.2.3 a statute or statutory provision means a reference to that statute or provision as amended or in force at the relevant time;
 - 1.2.4 “this Agreement” or “the Agreement” means this Agreement and each of the Schedules hereto as amended or in force at the relevant time;
 - 1.2.5 a Schedule means a Schedule to this Agreement; and
 - 1.2.6 a clause or paragraph means a reference to a clause of this Agreement or a paragraph of the relevant Schedule.

- 1.3 In this Agreement
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body of persons or not having separate legal personality;
 - 1.3.2 words importing the singular number include the plural and vice versa;
 - 1.3.3 words importing the masculine gender include any other gender;
 - 1.3.4 references to time include any sooner determination of the Term;
 - 1.3.5 any covenant or obligation to do an act or thing includes an obligation to cause such act or thing to be done;
 - 1.3.6 references to the acts or omissions in default of the Tenant include the act, omission or neglect of the Tenant or of the Premises and their respective servants or agents;
 - 1.3.7 the clauses of this Lease are to be taken into effect in their full meaning and without interpretation; and
 - 1.3.8 references to documents include any document supplemental or collateral to the Lease and consistent with its terms.
- 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 lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to the same) the rights set out in the First Schedule, except in so far as they may be reserved for the benefit of the Landlord's Neighbouring Premises, and subject to the Title Matters set out in the Second Schedule, and subject to the provisions of this Lease.
- 2.2 The Tenant must pay to the Landlord
- 2.2.1 the Annual Rent in advance by bankers' standing order (or by such other method as the Landlord so requires) on the Rent Days, the first of which shall be the date of this Lease for the period beginning on the Commencement Date and ending on the day immediately preceding the day on which the term of years ends;
 - 2.2.2 on demand the Insurance 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 cove

3.1.1 To pay t and in the manner stated without any legal or e off or counterclaim unless required by law.

3.1.2 If any su is unpaid for more than <<maximum length of be in arrears e.g. 7 days>> (whether formally e the Landlord refuses to accept rent so as not to want, the Tenant must on demand pay Interest (arrears) calculated on a daily basis on the amo from the due date until the date on which pa

3.1.3 To pay c against all existing and future rates, taxes, d financial impositions charged on the Premises

a) tax (ent payable; and

b) any lord's dealing with its own interests.

3.1.4 To pay c against all charges incurred relating to water face water drainage, electricity, oil, telephone, m communications, internet, data commun supplies or utilities supplied to the Premises charges and meter rents).

3.1.5 If the La because it has been allowed during the Term the good that loss to the Landlord on demand.

3.1.6 To keep d substantial repair and condition and clean an damage results from any of the risks against y insured under Clause 4.1.2 unless payment money is refused by reason of any act, negl nt).

3.1.7 To deco the inside of any buildings on the Premises ably necessary and also in the last three mo he Term. Any changes in the external colour so roved by the Landlord. All decoration must be and proper manner using good quality materials to the Premises and include all appropriate

3.1.8 At the en

a) to re e Landlord in the repair and condition requ

b) if the to remove all items the Tenant has fixed ove any alterations the Tenant has mad take good any damage caused to the Prem

- c) to remove the Tenant's 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 records, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations and equipment.

3.1.9 If, following the termination of the Lease, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:

- a) the Landlord may require the Tenant to sell the possessions;
- b) the Landlord shall be discharged from the Landlord against any liability incurred by the Tenant or any third party whose possessions have been sold or disposed of by the Landlord in mistaken belief that the possessions belonged to the Tenant;
- c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.

3.1.10 To permit the Landlord or Surveyor, at reasonable times on reasonable prior notice (excluding notice of termination of the Lease) to enter and inspect the Premises and:

- a) if the Landlord or Surveyor gives to the Tenant (or its authorised representative) notice of any repairs or maintenance to be carried out or of any other failure by the Tenant to carry out or of any other failure by the Tenant to carry out its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.10 b) within two months from the date of the notice;
- b) if the Landlord or Surveyor gives to the Tenant (or its authorised representative) notice in accordance with clause 3.1.10 a), to permit the Landlord or Surveyor to enter the Premises and carry out the works at the expense of the Tenant (or its authorised representative) and to pay to the Landlord on demand (excluding any VAT or other debt) the proper expenses of such works (including the costs of materials, Surveyor's and other fees).

3.1.11 To allow the Landlord or Surveyor to exercise any right to enter the Premises to carry out repairs, maintenance or other works at any reasonable time (whether or not during business hours) and, except in the case of an emergency, to give the Tenant reasonable notice (which need not be in writing) to do so.

3.1.12 To pay to the Landlord, and on an indemnity basis all costs, charges, expenses (including legal costs and other fees) properly incurred by the Landlord in connection with the enforcement of the covenants of this Lease:

- a) the enforcement of the covenants of this Lease;

b) any obligations in this Lease, including the preparation of a schedule of dilapidations served on the Tenant under section 146 of the Law of Property Act 1925;

c) any requirement for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused, except in cases where the Landlord is required to give consent by law or where the Landlord unreasonably refuses to give consent;

d) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.

3.1.13 With regard to:

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 activity, trade, business, manufacture, occupation or thing; and

d) to use the Premises in accordance with the Permitted Use.

3.1.14 With regard to:

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

b) not to erect any fences, hedges, gates, ditches or other structures on the boundaries of the Premises; and

c) not to make any alterations or alterations of a non-structural nature to the Premises without the Landlord's prior written consent not to be unreasonably withheld.

but the Tenant may erect temporary livestock handling equipment on the Premises.

3.1.15 In all cases of Construction (Design and Management) Regulations works carried out to the Premises, the Tenant shall obtain consent is required for them under this Lease), and to provide the Landlord with a copy of the Health and safety file upon completion of the works.

3.1.16 Not to exhibit any sign or advertisement on the outside of the Premises other than a sign in the position specified by the Landlord, subject to that sign being of a size, of a type and in a position approved by the Landlord and at the end of the Term to remove any sign and make good any damage caused to the Premises by the sign.

3.1.17 With regard to the Premises, the Tenant shall, in respect of the Premises:

- a) to comply with any notice or other communication relating to the Premises or to the Tenant's use of the Premises;
- b) within the time specified by the Tenant of any notice or other communication received by the Tenant to send a copy to the Landlord and to take all necessary steps to comply with the communication and take any other action which the Landlord acting reasonably may require;
- c) not to grant any permission in relation to the Premises without the prior written consent of the Landlord;
- d) to comply with any permissions relating to or affecting the Premises;
- e) to comply with the Building Regulations (Design and Management) Regulations 2006, and to commence any works to make a building compliant with Regulation 4(8) to the effect that the Tenant is the person responsible for the purposes of the Regulations, to give the Landlord access to the Premises and to fulfil the obligations of the client;
- f) to keep the Premises equipped with all fire prevention detection and alarm systems which is required by law or by the insurers of the Premises and to comply with any requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
- g) to notify the Landlord promptly of any defect or disrepair in the Premises and to keep the Landlord liable under any law or contract.

3.1.18 Not to grant any easements or rights of way over the Premises or any part of the Premises which may result in the acquisition of a right or easement over the Premises or any part of the Premises;

- a) the Tenant shall not grant any easement or right of way over the Premises or any part of the Premises to the Landlord; and
- b) the Tenant shall not grant any easement or right of way over the Premises or any part of the Premises to the Landlord in any way that the Landlord requires the Tenant to do so long as the Landlord meets the requirements of the Landlord and is not adverse to the Tenant's business interests.

3.1.19 With regard to the Premises, the Tenant shall, in respect of the Premises:

- a) not to grant any easement or right of way over the Premises or any part of the Premises to the Landlord; and
- b) not to grant any easement or right of way over the Premises or any part of the Premises to the Landlord in any way that the Landlord requires the Tenant to do so long as the Landlord meets the requirements of the Landlord and is not adverse to the Tenant's business interests;
- c) not to grant any easement or right of way over the Premises or any part of the Premises to the Landlord in any way that the Landlord requires the Tenant to do so long as the Landlord meets the requirements of the Landlord and is not adverse to the Tenant's business interests;

- d) not to use the whole or any part of the Premises;
- e) not to use the Premises; and
- f) not to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions in clause 3.1.20.

but nothing in this clause shall prevent the Tenant from providing livery services to customers on the Premises.

3.1.20 The conditions set out in this clause shall not impose in relation to an assignment of the Lease:

- a) that the assignee is not someone who, immediately before the proposed assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;
- b) that the assignee has not entered 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 require;
- c) that the assignee is, in the Landlord's reasonable opinion of sufficient financial strength to enable it to comply with the conditions contained in this Lease;
- d) that the assignee has provided to the Landlord acting as a guarantor, a guarantee and indemnity of the Tenant's obligations in such form as the Landlord may require;
- e) that the assignee has provided a rent deposit deed in such form as the Landlord may require with the Landlord providing for a period of not less than <<e.g. six>> months' Annual Rent (plus interest) at the date of the assignment) as security for the performance of the tenant's covenants in this Lease and to pay over the deposit; and
- f) that the assignee has provided to the Landlord a statement of the Annual Rent or any other rent payable under this Lease and that any material breach of the Tenant's covenants has been remedied.

3.1.21 To permit the Landlord at any time during the Term to enter the Premises and to give to any suitable part of the Premises a notice to view to allow potential tenants and buyers to view the Premises at any times (accompanied by the Landlord or its agent).

3.1.22 With regard to the Tenant's obligations to the Landlord:

- a) to comply with the requirements of the Landlord's insurers and not

- to do anything which could invalidate any insurance;
and
- b) if the Tenant is required to do anything which increases any liability or expense by the Landlord to repay the Landlord on demand.
- 3.1.23 To pay VAT on any taxable supplies made to the Tenant in connection with the Lease, on the due date for making any payment or, if earlier, the date on which the supply is made for VAT purposes.
- 3.1.24 Where the Tenant is required to pay the Landlord or in connection with this Lease, to pay the Landlord any sum by way of a refund or reimbursement of any VAT incurred on that sum by the Landlord, the Tenant shall be entitled to the extent that the Landlord or the Tenant is entitled to such VAT under the Value Added Tax Act 1994.
- 3.1.25 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, costs, charges, expenses, liabilities, losses and damages incurred in defending or settling any action, or in respect of any personal injury or death, or in respect of any right arising from:
- a) the use of the Premises or the Tenant's use of the Premises;
- b) the exercise of the Tenant's rights; or
- c) the operation of the Premises.
- 3.1.26 In respect of the indemnity in clause 3.1.25, the Landlord shall:
- a) give notice of the claim as soon as reasonably practicable;
- b) provide information and assistance in relation to the claim as the Landlord may reasonably require, subject to the Tenant's cost and all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the loss (to the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.27 To compensate the Landlord for any loss or damage set out in the Third Schedule and any other reasonable loss or damage by the Landlord from time to time in the interest of the Premises.
- 3.1.28 To pay or contribute towards a fair proportion (to be determined by the Landlord) of the costs and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and (where applicable) any Conduits, structures or other items which are capable of being used by the Premises in connection with the Lease.

- 3.1.29 Within 21 days of the completion of the Premises, the Tenant (or any other person) to whom the Lease is assigned, shall provide to the Landlord a copy of the relevant document together with any other documents or titles relevant to the Lease and any registered titles to the Landlord.
- 3.1.30 If this Lease is subject to compulsory registration at the Land Registry, the Tenant shall ensure that this Lease is registered at the Land Registry within one month of the date of completion of this Lease to apply to the Land Registry and once the registration has been completed, the Tenant shall provide to the Landlord a copy of the relevant titles to the Landlord.
- 3.1.31 At the end of the Lease and at the time of the Lease being assigned, the Tenant shall provide to the Landlord the original of this Lease and a copy of the Lease as the Landlord reasonably requires and to remove entries in relation to it from the Land Registry and the relevant registered title.
- 3.1.32 To notify the Landlord of the completion of the Tenant's obligations under this Lease and if the Landlord so requires to procure the completion of the Lease and if the Landlord enters into a deed of assignment in the same terms as the original deed of assignment.

4. Landlord's Covenants

- 4.1 The Landlord covenants to:
- 4.1.1 Subject to the Tenant complying with the covenants in this Lease, to permit the Tenant to have quiet enjoyment of the Premises without any interruption by the Landlord or any other person claiming under or in trust for the Landlord or any other person.
- 4.1.2 If the Landlord is required by the relevant professional body to provide a professional clearance, the Landlord shall be subject to the following obligations:
- a) to insure the Premises in the London insurance market on a non-adversely affected basis to the Landlord; and
 - b) to satisfy any conditions or limitations as the insurers may impose.
- 4.1.3 Subject to the Tenant complying with all insurance obligations, the Landlord shall be obliged to repair the Premises (whether or not the damage has been received or (as the case may be) to repair the Premises) and the Landlord shall not be obliged to:
- a) provide a replacement Premises which is different in layout or design so long as it is of a standard equivalent to that previously at the Premises;
 - b) repair the Premises if the Tenant has failed to pay any of the Insurance Premiums.

c) repairs shall be made within a reasonable time after a notice has been served pursuant to clause 4.1.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible or unreasonable to repair the Premises, the Landlord may terminate this Lease. On giving notice this Lease shall determine without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any loss or damage (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and Agreements

5.1 The parties agree that:

5.1.1 any rent or other sum payable by the Tenant in respect of time rent is allowed to be in arrears for a period of 14 days after becoming due (whether formally demanded or not); and

5.1.2 the Tenant shall not assign or sublet the Premises or

5.1.3 there is a

the Landlord may at any time (or any part of them) at any time after the expiry of the period of 14 days after becoming due. This will not affect any right or remedy of the Landlord.

5.2 If the Premises are damaged by any Insured Risk so as to be unfit for occupation, the insurance money payable in respect of the damage is not vitiated or payment of the insurance money is not made through any act, neglect or default of the Tenant, the Tenant shall be liable to pay to the Landlord a fair proportion of it will cease to be payable from the date of the damage until the Premises are again occupied or use by the Tenant, whichever is the later date.

5.3 Nothing in this Lease shall prevent the Landlord from releasing or modifying any covenants, rights or conditions to which any adjoining premises are subject.

5.4 The parties agree that any person who is not a party to this Lease has no right to enforce any term of this Lease (Rights of Third Parties) Act 1999 to the extent that it applies to this Lease.

5.5 The Tenant acknowledges that the use of the Premises in this Lease constitutes or shall constitute a repudiation of the Premises may lawfully be used for any purpose.

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

6. Notices

6.1 Any notice given by the Landlord or the Tenant with this Lease must be in writing and sent by pre-paid post or otherwise delivered to the address specified in clause 6.2 or to any other address specified as its address for service in the United Kingdom.

- service by giving <<insert number of days>> days' notice under this clause 6.
- 6.2 A notice served
- 6.2.1 a company or partnership registered in the United Kingdom at its registered office;
- 6.2.2 a person or persons domiciled in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are a party or to which notice has been given at their last known address;
- 6.2.3 anyone else
- a) in the United Kingdom, at any postal address in the United Kingdom, at any time for the registered proprietor on the terms of paragraph LR2.1 at the beginning of this Lease, or at its last known address in the United Kingdom;
- b) in the United Kingdom, at the Premises;
- c) in the United Kingdom, at the address of that party set out in the deed or document to which they gave the guarantee; and
- d) in the United Kingdom, at their last known address in the United Kingdom;
- 6.3 Any notice given in accordance with clause 6.2 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.
- 6.4 If a notice is treated as served on a 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 next working day.
- 6.5 Service of a notice in accordance with clause 6.2 shall not be a valid form of service under this Lease.
- 7. [Termination by Landlord]**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving to the Tenant notice in writing of the period to terminate lease e.g. 3 or 6 months>> notice in writing. The Tenant shall not be liable for any sum at any time.
- 7.2 If the Lease ends, this will not affect the rights of any party for any period in this Lease.
- 7.3 The Landlord shall not be liable for any sum [all payments of Rent that relate to a period of <<insert period>> after the termination of the Lease.]
- 8. [Termination by Tenant]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by

giving to the La
or 6 months>> n

notice period to terminate lease e.g. 3 months.
 can be terminated at any time.

8.2 This Lease shall terminate if the Tenant has paid the full amount of the Rent and gives up possession of the Premises and all underleases.

g a notice given by the Tenant if the
up to the date of determination and
and leaves behind no continuing

8.3 [The break right paragraph LR3 first deed of as Tenant ceases t

personal to the Tenant named in
Lease and will end on the date of the
the Lease or on the date when that

8.4 If the Lease ends, the party for any pri

this will not affect the rights of any
in this Lease.

8.5 The Landlord shall not be liable for any loss or damage to the Tenant's property during the period after the

all payments of Rent that relate to a se.]

9. Exclusion of Security

9.1 The Tenant could not be before the Tribunal until the Landlord served the Regulatory Order in 2003.

nt of this Lease (or as the case may
bound to enter into this Lease) the
in the form set out in schedule 1 to
ancies) (England and Wales) Order

9.2 The Tenant confirms that it has made a [declaration] in the form set out in the Schedule.

or a person on behalf of the Tenant)
in paragraph 7] [statutory declaration
chedule 2 to the 2003 Order.

9.3 The Tenant covenants

who made the declaration on the authority.

9.4 The Landlord and Tenant hereby agree that the Landlord and Tenant shall be bound by this Lease.

pursuant to section 38A (1) of the
sections 24 to 28 (inclusive) of the
ded in relation to the tenancy created

10. [Guarantor's Covenant]

10.1 The Guarantor:

10.1.1 Guarantor Tenant's Guarantor

the Tenant will comply with all the lease. If the Tenant defaults, the and comply with those obligations;

10.1.2 Covenant
covenant
losses, o
Tenant's
covenant
Lease):

primary obligor, and separate to the
to indemnify the Landlord against all
enses caused to the Landlord by the
ents or comply with the Tenant's
ny supplemental documents to this

10.1.3 Covenant Landlord

As primary obligor to indemnify the
s. damages and expenses caused to

- the Landlord proposing or entering into any company or arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10.
- 10.2 If the Landlord notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being struck off the Companies, the Guarantor must, within ten working days, do either:
- 10.2.1 at the Guarantor's option (including payment of the Landlord's costs) do either of the Premises:
- a) for a period having effect on the date of the disclaimer or for the Tenant being struck off the register;
 - b) ending on the date on which this Lease would have ended if the disclaimer or striking-off had not happened;
 - c) at the same rate as the rents payable;
 - d) continuing on the term commencement date of the next rent review under this Lease that falls before the termination date that has not been previously reviewed as at the date of the disclaimer;
 - e) continuing on each Rent Review Date under this Lease from the term commencement date of the next rent review;
 - f) otherwise at the same rate and conditions as this Lease; or
- 10.2.2 pay the Landlord the rents, any outgoings and all other sums due under this Lease or the amount equivalent to the total of the rents, any outgoings and other sums due under this Lease that would be payable if the Lease had continued for 6 months following the disclaimer, together with interest on the sum payable at the rate of 5% per annum.
- 10.3 If clause 10.2.2 is exercised, then, on completion of the payment in full, the Landlord must release the Guarantor from all future obligations under this clause 10 (but that will not affect the Guarantor's obligations in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 shall be discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;
 - 10.4.2 any variation of the terms of the Lease (not that a surrender of part will end the effect of the surrendered part);
 - 10.4.3 any right of the Landlord to claim that the Tenant or the Guarantor may have committed a breach of the Lease.

- 10.4.4 any death of the Tenant or any other person who is liable, or of the Landlord;
- 10.4.5 any amalgamation, reconstruction or other business reorganisation undertaken by any party with any other person, any company or any other person, in relation to the whole or any part of the assets or liabilities of any party or any other person;
- 10.4.6 the existence of the Tenant or any other person in relation to the Guarantor of an Act of Insolvency;
- 10.4.7 anything done by the Landlord by deed.
- 10.5 The Guarantor shall not be in competition with the Landlord in the event of the insolvency of the Guarantor. The Guarantor shall not take any security, indemnity or other benefit from the Tenant's obligations under this Lease.
- 10.6 Nothing in this Lease shall create any liability on the Guarantor that exceeds the liability which would be incurred by the Guarantor had it been the tenant of this Lease.]
- 11. Applicable Law and Jurisdiction**
- 11.1 This Lease and the 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 settled by a court, the courts of England and Wales shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
- 11.3 Any party may submit to the jurisdiction of the courts of England and Wales in relation to any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

THIS LEASE has been executed and entered into by and between the parties on the day on which it has been dated.

[Execution clauses for landlord]

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

Director

Director/Secretary

OR (alternative company execution)

<<Affix seal here>>

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 the deed is signed by the tenant)

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarantors]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by the guarantor)

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

(Signature)

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

SAMPLE

- # SAMPLE

Second Schedule to the Landlord and Tenant Act 1954

1. The right to the passage of water, gas, electricity, oil, telecommunications, internet, data and other services from and to any adjoining or neighbouring premises.
2. The right to enter the Premises for insurance purposes.
3. If the relevant work is 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. The right to enter the Premises or required to do so in connection with this Lease:
 - a) give the Tenant at least 24 hours' prior notice (except in the case of an emergency, when it is as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and must make that representative 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 as reasonably practicable;
 - f) repair any physical damage caused 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 matters relating to the preparation for, and execution of, the work;
 - h) remain upon the Premises for as long as is reasonably necessary; and
 - i) where reasonably practicable, restrict any rights outside the normal business hours of the Premises.
5. The right to carry out works on any adjoining premises in absolute discretion concerning light and air to 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 the event of potential interference;
- c) taking reasonable steps to ensure 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 minimise interference to the Premises by noise, dust and vibration (and in consideration the Tenant's suggestions for limiting any interference);
- f) making good any physical damage to the Premises or its contents.
6. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon the neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.
7. The right to support and maintain any building or premises owned by the Landlord and abutting the Premises.
8. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired by prescription or otherwise).

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1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or registration required to use the Premises for the purpose for which the material in question is used 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 of the Premises in accordance with the terms and conditions of the licence or registration and to comply with the terms and conditions of the licence or registration relevant to the Permitted Use.
5. To dispose of waste or refuse in accordance with bye-laws and in consultation with the local authority and to ensure that the Premises are kept clean.
6. Not to allow any disease or infection to spread from the Premises.
7. Not to sell any grass or other material from the Premises.
8. To use all reasonable care to keep the Premises free from disease, weeds, mole-heaps, moles, rats and any infestation by insects and other pests.
9. To keep any fences or other structures forming the boundaries of the Premises in good repair and in proof condition so as to prevent the escape of horses.
10. Not to allow the Premises to become muddy or to be damaged during wet weather conditions by treading.
11. Not to allow the Premises to become overgrown.
12. Not to damage any trees, shrubs, plants, or other vegetation, and not to destroy or harm any game, wildfowl, fish or other aquatic life.
13. Not to take or allow any material to be taken from the Premises or supply of water.
14. To notify the Landlord if the Tenant finds growing on the Premises any injurious weeds specified in the Weeds Regulations 2003 and to use all reasonable care to remove the injurious weeds.

ations

nt to keep any inflammable, volatile, dangerous or explosive materials on the Premises.

graph 1 in writing accompanied by all necessary documents to the satisfaction of the Landlord. The Landlord's copy of the Tenant's business and will be kept for the Landlord's use.

copy of any document relating to the Tenant's compliance with the relevant Regulations 2012 at the Premises.

or registration which is required in connection with the Permitted Use of the Premises in accordance with the terms and conditions of the licence or registration relevant to the Permitted Use.

by bye-laws and in consultation with the local authority and to ensure that the Premises are kept clean.

other than a horse on the Premises.

rf from the Premises.

Premises free from disease, weeds, mole-heaps, moles, rats and any infestation by insects and other pests.

es and watercourses forming the boundaries of the Premises in good repair and in proof condition so as to prevent the escape of horses.

d during wet weather conditions by treading.

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nces, and not to destroy or harm any game, wildfowl, fish or other aquatic life.

the pollution to any river, water course or other body of water.

nt finds growing on the Premises any injurious weeds specified in the Weeds Regulations 2003 and to use all reasonable care to remove the injurious weeds.