

LR1. Date of lease	date in full>>
LR2. Title number(s)	Landlord's title number(s) ...er(s) out of which this lease is granted. ...k if not registered. ...andlord's title number(s)>> Other title numbers ...le number(s) against which entries of ...ferred to in LR9, LR10, LR11 and LR13 ...made. ...her 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>	...ame of Landlord>> ...dress of Landlord>> ...company number>> ...ame of Tenant>> ...dress of Tenant>> ...company number>> (if any) ...ame of Guarantor>> ...dress of Guarantor>> ...company number>> Other parties ...capacity of each party, for example ...ent company", "guarantor", etc. ...ame of other party>> ...dress 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. 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>	In the event of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. ...erty [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>>

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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 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 Landlord and Tenant (Covenants) Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide to, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Registration Rules 2003.</i></p>	<p><i>including commencement date>></i></p> <p><i>including expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows: 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 Property.</i></p>

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nt's covenant to (or offer to)
is lease

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ord's contractual rights to acquire

LR10. Restrictive covenants given by the Landlord in respect of the Property

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in 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.

ements granted by this lease for the benefit of the Property

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

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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.

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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 use one clause to apply for each of them, together with the title against which it is applying against which title and set out the full text of the restriction you are applying for.

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

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LR14. Declaration of trust where there is more than one person completing the form as Joint 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 completing 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:

'Act of Insolvency'

means

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

in the context otherwise requires, the following meanings:

(a) any step in connection with any voluntary arrangement or compromise or arrangement for the reorganisation of the Tenant or any guarantor;

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

(c) any declaration of intention to appoint an administrator, the filing of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in any case in relation to the Tenant or any guarantor;

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

(e) any application for a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction of a solvent company in which a statutory declaration of solvency has been made in accordance with the Companies Act of Companies;

(f) any application for a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

(g) any application to remove the Tenant or any guarantor from the register or the making of an application for the removal of the Tenant or any guarantor to be struck-off;

(h) any event of a guarantor otherwise ceasing to exist (but not the death of a Tenant or any guarantor dies); or

‘Annual Rent’

‘Conduits’

**‘Energy
Performance
Certificate’**

**‘Environmental
Performance’**

‘Insurance Rent’

(i) application for a bankruptcy order, the
on for a bankruptcy order or the making
against the Tenant or any guarantor.

Th all apply in relation to a partnership or
lim ened in the Partnership Act 1890 and the
Lin 1907 respectively) subject to the
mo the Insolvent Partnerships Order 1994
(S ed), and a limited liability partnership (as
de liability Partnerships Act 2000) subject to
the to in the Limited Liability Partnerships
Re (1090) (as amended).

Ac any analogous proceedings or events
tha t to the legislation of another jurisdiction
in guarantor incorporated or domiciled in
su

me er year exclusive of VAT;

me ransmission of water, gas, air, foul and
su electricity, oil, telephone, heating,
tel net, data communications and similar
su

ha to it in the Energy Performance of
Bu (les) Regulations 2012;

me owing:

- (a) energy and associated generation of
sions;
- (b) ater;
- (c) management; and
- (d) ental impact arising from the use or
ises;

me lord of:

- (a) nsured in accordance with the
n this Lease;
- (b) Annual Rent;
- (c) or third party liability; and
- (d) the Premises for insurance purposes

an

- (e) ss or deductible under any insurance
incurs or will incur in reinstating the
struction or damage by an Insured Risk;
- (f) unt that the insurers refuse to pay
struction by an Insured Risk to the

	(g)	the Tenant's act or failure to act; and insured premiums that the insurers may carrying out or retention of any the Tenant's or any lawful occupier's
'Insured Risks'	me exp bur airc imp dar ava at t whi in a by t	including subterranean fire), lightning, residence, landslip, heave, earthquake, pipes, tanks or apparatus, impact by es and any articles dropped from them, m, riot, civil commotion and malicious each case, that cover is generally mercial terms in the UK insurance market taken out, and any other risks against ably insures from time to time, subject s, limitations and exclusions imposed
'Interest'	me pay tim cea Lar	of <<rate of interest on outstanding nt per year above the base rate for the nk plc or (if base rate or that bank able equivalent rate notified by the
'Landlord'	incl Lea	d to the immediate reversion to this
'Landlord's Neighbouring Property'	me Pre	owned by the Landlord near to the
'Permitted Use'	[EN use Pla OR [W clas Cla	use as a garage or workshop within and E(g)] of the Town and Country er 1987] e as a garage or workshop within use the Town and Country Planning (Use
'Premises'	me of t Pre	ed in paragraph LR4 at the beginning s all other fixtures and fittings in the s fixtures and fittings);
'Rent'	me	rent by this Lease;
'Rent Commencement Date'	me	it is first to be paid>>;
'Rent Days'	me ead	, 29 September and 25 December] in
'Surveyor'	me Lar	tect from time to time appointed by the

'Tenant'	inc	and assigns;
'Term'	me Le	in paragraph LR6 at the beginning of this
'Title Matters'	me << Pr	(y) set out in the following documents: s affecting the landlord's title to the
'VAT'	me (a me or	ted by the Value Added Tax Act 1994 essly stated references to rent or other nant are exclusive of any VAT charged

- 1.2 Unless the context requires otherwise, each reference in this Agreement to:
- 1.2.1 "writing" means 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 at the relevant time;
 - 1.2.4 "this Agreement" means this Agreement and each of the Schedules implemented at the relevant time;
 - 1.2.5 a Schedule means a Schedule to this Agreement; and
 - 1.2.6 a clause or paragraph (other than a Schedule) means a reference to a clause of this Agreement or 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, whether 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 reference to a period of time includes 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 reference to the acts or omissions in default of the Tenant include the act, omission or neglect of the Tenant and their respective servants and agents;
 - 1.3.7 the clauses of this Lease are not to be construed as part of this Lease and are not to be

taken into account in construction or interpretation; and

1.3.8 reference to any document supplemental or collateral to the Lease shall be made in accordance with its terms.

1.4 The headings in this Lease 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 exercise) the rights set out in the First Schedule, except insofar 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 any other method if the Landlord so requires) on the Rent Days, the first of which shall be the first Rent Day, the date of this Lease for the period beginning on the Commencement Date and ending on the day before the first Rent Day;

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 covenants

3.1.1 To pay the Rent to the Landlord in the manner stated without any set-off or counterclaim unless required by law.

3.1.2 If any sum payable by the Tenant to the Landlord is unpaid for more than <<maximum length of time in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so long as the Tenant must on demand pay the Rent in arrears) calculated on a daily basis on the amount due from the due date until the date on which payment is made;

3.1.3 To pay or discharge all rates, taxes, and other financial impositions charged on the Premises or in connection with the use of the Premises;

a) tax (including stamp duty) payable; and

b) any other sums payable by the Landlord's dealing with its own interests.

3.1.4 To pay or discharge all charges incurred relating to the use of the Premises, including but not limited to face water drainage, electricity, oil,

telephon
commun
Premises

communications, internet, data
supplies or utilities supplied to the
(charges and meter rents).

3.1.5 If the La
the Term
demand.

because it has been allowed during
the good that loss to the Landlord on

3.1.6 To keep
clean and
against
payment
act, negl

and substantial repair and condition and
damage results from any of the risks
insured under Clause 4.1.2 unless
money is refused by reason of any
(nt).

3.1.7 [To clea
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first appr

coverings in the Premises as often as
the final three months of the Term,
for coverings of a colour and quality

3.1.8 To decor
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of the Te
approved
and prop
the Prem

inside of the Premises as often as is
the last three months before the end
external colour scheme must first be
coration must be carried out in a good
quality materials that are appropriate to
appropriate preparatory work.

3.1.9 To keep
tidy and

es which are not built upon clean and

3.1.10 At the en

a) to re
requ

the Landlord in the repair and condition

b) if the
fixed
made
Prem

to remove all items the Tenant has
above any alterations the Tenant has
take good any damage caused to the

c) to re

possessions from the Premises; and

d) to h
relat
heal
risk
and

and all documents held by the Tenant
matters including (but not limited to)
tests, asbestos surveys and reports, fire
s, and certificates relating to electrical

3.1.11 If, follow
remain o
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so:

on, any of the Tenant's possessions
the Tenant fails to remove them within
requested in writing by the Landlord to do

a) the L

nt of the Tenant sell the possessions;

b) the
incu
sold

the Landlord against any liability
party whose possessions have been
mistaken belief that the possessions

- below
- c) the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Tenant
- 3.1.12 To permit the Landlord or Surveyor to enter the Premises and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or its agent) written notice of any repairs or maintenance which are required to be carried out or of any other failure by the Tenant to comply with its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.12 b) of two months from the date of the notice and
 - b) if the Landlord or Surveyor gives to the Tenant (or its agent) written notice with clause 3.1.12 a), to permit the Landlord or Surveyor to enter the Premises and carry out the works at the expense of the Tenant (or its agent) and pay to the Landlord on demand (or to the Landlord's solicitor) the proper expenses of such works (including the costs of the Landlord's solicitor, Surveyor's and other fees).
- 3.1.13 To allow the Landlord or Surveyor to exercise any right to enter the Premises to inspect the Premises, to employ contractors, agents and professional advisers 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
- 3.1.14 To pay to the Landlord and on an indemnity basis all costs, charges, expenses (including legal costs and professional fees) properly incurred by the Landlord or Surveyor in connection with the enforcement of:
- a) the covenants of this Lease;
 - b) any obligations in this Lease, including the obligations of the Tenant to give notice under section 146 of the Law of Property Act 1925;
 - c) any obligations of the Tenant for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused where the Landlord is required to give consent where the Landlord unreasonably refuses to give consent;
 - d) [carrying out works to improve the Premises to improve their appearance where the Tenant in its absolute discretion is of the opinion that the Landlord doing so;] and
 - e) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.
- 3.1.15 With regard to the condition of the Premises at the end of the Term.

- 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 business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of 9.00am to 5.00pm on Mondays to Fridays (and not on bank holidays or public holidays)].

3.1.16 With regard to:

- a) not to use the Premises in 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 performance Certificate commissioned in connection with the Premises];
- d) [save as may be permitted in clause 3.1.17 below,] not to make any internal alterations or additions of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be withheld or delayed).

3.1.17 [The Tenant shall not, without the prior written consent from the Landlord erect, alter or remove any partitioning or any other partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation or air conditioning of the Premises or have an adverse impact on the performance of the Premises and which shall be subject to the Tenant:

- a) giving the Landlord <<notice period given to be carried out e.g. 2 months>> notice in writing of any such works;
- b) carrying out any such works in a good and workmanlike manner and in accordance with any permission, consent or approval required;
- c) reinsuring the Premises in their former state and condition on or before the date of completion of the works if the Landlord by notice in writing requires the Tenant to do so; and
- d) informing the Landlord of the cost of any alterations or additions carried out and ensuring that the works are carried out in a manner which is as practicable and so that the Landlord will not be required to effect any necessary increase in the amount of insurance cover for the Premises are insured unless the Tenant has agreed otherwise in writing.]

3.1.18 In all cases where the Tenant is required to carry out any works carried out to the Premises in accordance with the Building Regulations (Design and Management)

(whether under the Lease), and to provide the Landlord with a copy of the Health and safety file upon completion of the works.

3.1.19 Not to erect any sign or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord, and to ensure that any sign and make good any damage caused to the Premises.

3.1.20 With regard to the Premises:

a) to comply with the provisions of the Regulations relating to the Premises or to the Tenant's Premises;

b) within the period of time specified in the Regulations to send a copy to the Landlord of any notice or other communication and take any other action in compliance with the Regulations as the Landlord acting reasonably may require;

c) not to carry out any works on the Premises without the written consent of the Landlord;

d) to comply with the provisions of the Regulations relating to or affecting the Premises;

e) to comply with the provisions of the Regulations relating to the Premises commencing any works to make a repair or improvement in accordance with the Regulations, to give the Landlord notice in writing of the proposed works and to fulfil the obligations of the Regulations;

f) to keep the Premises in good repair and to maintain the Premises in good repair at all times;

g) to notify the Landlord of any defect or disrepair in the Premises and to make good any damage caused to the Premises under the Lease;

h) not to carry out any works on the Premises without the written consent of the Landlord to apply for an Easement in respect of the Premises.

3.1.21 Not to acquire any Easements to be acquired over the Premises or any result in the acquisition of a right or interest in the Premises;

a) the Tenant's Premises;

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.

erect any sign or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord, and to ensure that any sign and make good any damage caused to the Premises.

With regard to the Premises:

a) to comply with the provisions of the Regulations relating to the Premises or to the Tenant's Premises;

b) within the period of time specified in the Regulations to send a copy to the Landlord of any notice or other communication and take any other action in compliance with the Regulations as the Landlord acting reasonably may require;

c) not to carry out any works on the Premises without the written consent of the Landlord;

d) to comply with the provisions of the Regulations relating to or affecting the Premises;

e) to comply with the provisions of the Regulations relating to the Premises commencing any works to make a repair or improvement in accordance with the Regulations, to give the Landlord notice in writing of the proposed works and to fulfil the obligations of the Regulations;

f) to keep the Premises in good repair and to maintain the Premises in good repair at all times;

g) to notify the Landlord of any defect or disrepair in the Premises and to make good any damage caused to the Premises under the Lease;

h) not to carry out any works on the Premises without the written consent of the Landlord to apply for an Easement in respect of the Premises.

3.1.21 Not to acquire any Easements to be acquired over the Premises or any result in the acquisition of a right or interest in the Premises;

a) the Tenant's Premises;

- b) the Tenant shall not do anything in any way that the Landlord requires in writing to be done in order to comply with any provision so long as the Landlord meets the requirements of the Lease and the action is not adverse to the Tenant's business interests;

3.1.22 With regard to the Premises:

- a) not to create any trust for another;
- b) not to allow any person to occupy the whole or any part of the Premises;
- c) not to create any lease, possession or occupation of the whole or any part of the Premises;
- d) not to create any mortgage of the whole or any part of the Premises;
- e) not to create any charge over the Premises; and
- f) not to assign the Lease 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 set out in clause 3.1.23.

3.1.23 The conditions of the Premises shall be such as to enable the Landlord to impose in relation to an assignment of the Lease:

- a) that the assignee is a person who, immediately before the 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 entered into an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised 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 entered into an agreement acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require;
- e) that the assignee has entered into a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit of at least 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 for the return of the deposit; and
- f) that the assignee has entered into an agreement of the Annual Rent or any other sum payable under this Lease and that any material breach of the Lease has been remedied.

- 3.1.24 To permit the Tenant at any time during the Term to enter the Premises at any suitable part of the Premises a notice to allow potential tenants and buyers to view the Premises at any times (accompanied by the Landlord or its agent).
- 3.1.25 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which could invalidate any insurance; and
- a) to co-operate with the Landlord's insurers and not to do anything which could invalidate any insurance; and
- b) if the Tenant's insurers are required to do anything which increases any sum payable by the Landlord to repay the Landlord on demand.
- 3.1.26 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 a supply is made for VAT purposes.
- 3.1.27 Where the Tenant is required to pay the Landlord any sum by way of a refund or indemnity in connection with this Lease, to pay the Landlord the amount of any VAT incurred on that sum by the Landlord or any other person except to the extent that the Landlord or any other person has paid such VAT under the Value Added Tax Act 1994.
- 3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, costs, all costs, damages, expenses, charges, liabilities, third party and the Landlord's own liabilities incurred in defending or settling any action, or in respect of any personal injury or death, or damage to property or any right arising from:
- a) the Tenant's use of the Premises or the Tenant's use of the Premises;
- b) the Tenant's use of the Premises or the Tenant's use of the Premises;
- c) the Tenant's use of the Premises or the Tenant's use of the Premises.
- 3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall:
- a) give the Tenant notice of the claim as soon as reasonably practicable;
- b) provide the Tenant with information and assistance in relation to the claim which the Tenant may reasonably require, subject to the Tenant's payment of all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.30 To comply with the provisions set out in the Third Schedule and any

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- a) provide the Premises in a condition that is substantially equivalent to that previously at the Premises;
- b) repair the Premises if the Tenant has failed to pay any of the Insurance Premiums;
- c) repair the Premises after a notice has been served pursuant to clause 4.2.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible 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 for any breach of the tenant covenants of this Lease. Any loss (other than any insurance for plate glass) shall belong to the Tenant.

5. Provisos and Agreements

- 5.1 The parties agree that:
- 5.1.1 any rent due to the Landlord at any time rent is allowed to be in arrears for a period of 14 days (whether formally demanded or not); and
 - 5.1.2 the Tenant shall not be entitled to set off or counterclaim against the Landlord any sum payable by the Tenant to the Landlord;
 - 5.1.3 there is no assignment or sub-lease of the Premises without the written consent of the Landlord and on doing so the Tenant shall remain liable for the rent and on doing so the Tenant shall not be entitled to set off or counterclaim against the Landlord any sum payable by the Tenant to the Landlord;
- 5.2 If the Premises are damaged by any Insured Risk so as to be unfit for occupation and the cost of repair or replacement of the Premises is not vitiated or payment of the insurance money is not made, the Tenant shall pay a fair proportion of it will cease to be payable from the date of the damage until the Premises are repaired or replaced, whichever is the later date.
- 5.3 Nothing in this Lease shall prevent the Tenant from releasing or modifying any covenants, rights or conditions to which any adjoining premises are subject.
- 5.4 The parties agree that no third party 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 may apply.
- 5.5 The Tenant acknowledges that the use of the Premises for any purpose other than that intended in this Lease constitutes or shall constitute a breach of the Lease and that the Premises may lawfully be used for any purpose other than that intended in this Lease.
- 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 with this Lease must be in writing and sent by pre-paid special delivery to or otherwise delivered to or left at the address under clause 6.2 or to any other address in the United Kingdom which the recipient has specified as its address for service by giving 'n 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 or who have an address for service in the United Kingdom in the deed or document to which they are a party or to which a 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, if no address is given, 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 by post 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 time the notice is delivered to 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 any other manner 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 a written notice of a period to terminate lease e.g. 3 or 6 months>> not less than the period specified in the notice.
- 7.2 If the Lease ends, this will not affect the rights of any party for any period specified in this Lease.

- 7.3 The Landlord shall retain the right to demand all payments of Rent that relate to a period after the [insert date] [insert date].]
- 8. [Termination by Tenant]**
- 8.1 The Tenant may terminate the Lease at any time [after <<insert date>>] by giving to the Landlord written notice of termination and a notice period to terminate lease e.g. 3 or 6 months>> [insert date] and the Lease shall terminate with effect at any time.
- 8.2 This Lease shall terminate on the date of the giving of a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be exercisable by the Tenant named in paragraph LR3 of the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be a tenant of the Premises.]
- 8.4 If the Lease ends on the date of the giving of this notice, this will not affect the rights of any party for any period in this Lease.
- 8.5 The Landlord shall retain the right to demand all payments of Rent that relate to a period after the [insert date] [insert date].]
- 9. Exclusion of Security**
- 9.1 The Tenant confirms that he is not a tenant of this Lease (or as the case may be before the Tenant was bound to enter into this Lease) the Landlord served on the Tenant in the form set out in schedule 1 to the Regulatory (Landlord and Tenant) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he has not made a [declaration] (or a person on behalf of the Tenant) in paragraph 7] [statutory declaration] in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that he is not the person who made the declaration on the Tenant's behalf or a person on behalf of the Tenant.
- 9.4 The Landlord agrees that he will not pursue the Tenant pursuant to section 38A (1) of the Landlord and Tenant Act 1954 (or sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954) in relation to the tenancy created by this Lease.
- 10. [Guarantor's Covenants]**
- 10.1 The Guarantor:
- 10.1.1 Guarantees the performance of the Tenant will comply with all the Tenant's obligations under the Lease. If the Tenant defaults, the Guarantor shall be liable to indemnify the Landlord and comply with those obligations;
- 10.1.2 Covenants to indemnify the Landlord against all losses, costs and expenses caused to the Landlord by the Tenant's default or non-compliance with the Tenant's obligations or comply with the Tenant's obligations.

- covenant (as defined in the Lease); and
- 10.1.3 The Guarantor is the primary obligor to indemnify the Landlord for all losses, damages and expenses caused to the Landlord by the Tenant or any company proposing or entering into any company arrangement or other scheme of 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 date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days of the date of the disclaimer or forfeiture, do either:
- 10.2.1 at the option of the Guarantor (including payment of the Landlord's costs) do either of the following:
- a) for a period of 6 months following the date of the disclaimer or forfeiture, pay the Landlord the amount of the rents, any outgoings and all other sums due under this Lease that would be payable by the Tenant if the disclaimer or forfeiture had not happened;
 - b) end the Lease on the term commencement date of the next Rent Review Date under this Lease that falls before the term commencement date that has not been reviewed as at the date of the disclaimer or forfeiture;
 - c) at the option of the Guarantor, pay the Landlord the amount of the rents, any outgoings and all other sums payable;
 - d) continue to pay the Landlord the amount of the rents, any outgoings and all other sums payable on the term commencement date of the next Rent Review Date under this Lease that falls before the term commencement date that has not been reviewed as at the date of the disclaimer or forfeiture;
 - e) continue to pay the Landlord the amount of the rents, any outgoings and all other sums payable on each Rent Review Date under this Lease that falls before the term commencement date of the next Rent Review Date under this Lease;
 - f) otherwise, pay the Landlord the amount of the rents, any outgoings and all other sums payable and conditions as this Lease; or
- 10.2.2 pay the Landlord the amount of the rents, any outgoings and all other sums due under this Lease that would be payable by the Tenant if the disclaimer or forfeiture had not happened, for a period of 6 months following the disclaimer, forfeiture or the date of the payment in full, the Landlord must release the Guarantor from its obligations under this clause 10 (but that will not affect the Guarantor's obligations in relation to any prior breaches).
- 10.3 If clause 10.2.2 applies, the Guarantor must, within ten working days of the date of the payment in full, the Landlord must release the Guarantor from its 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 or discharged by:
- 10.4.1 any failure by the Guarantor to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or any company of arrangement or other scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10;
- 10.4.2 any variation of the terms of the Lease that a surrender of part will end the

Guaranteed (in full or in part) by the surrendered part);

10.4.3 any right  claim that the Tenant or the Guarantor
may have 

10.4.4 any death, disability, or change in the constitution or status of the Tenant or of any other person who is liable, or of the Landlord.

10.4.5 any arrangement with any party with any other person, any
restructuring of the whole or any part of the assets or
undertaking of any other person;

10.4.6 the existence of a relationship between the Guarantor of an Act of Insolvency and the Guarantor of the Act of Insolvency

10.4.7 anything [REDACTED] by the Landlord by deed.

10.5 The Guarantor shall not be liable for any competition with the Landlord in the event of the insolvency of the Tenant. The Guarantor shall not take any security, indemnity or other benefit from the Tenant or any of the Tenant's obligations under this Lease.

10.6 Nothing in this [REDACTED] [REDACTED] any liability on the Guarantor that exceeds the liab [REDACTED] and were it the tenant of this Lease.]

11. Applicable Law and J

11.1 This Lease and [REDACTED] obligations arising out of or in connection with it will be governed by the law of England and Wales.

11.2 Subject to clause 11.1, any dispute in this Lease requiring a dispute to be settled by arbitration, 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, in relation to any non-contractual obligations.

11.3 Any party may apply to the courts of England and Wales for an order in relation to the dispute arising out of or in connection with this agreement, including in relation to any non-contractual obligation, in the competent jurisdiction.

THIS LEASE has been executed and entered 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

<<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 the deed is signed by the landlord in the presence of a witness)

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 _____

First Schedule to the Lease granted to the Tenant

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

Second Schedule to the Lease of the Premises to the Landlord

1. The right to the passage of, and the supply of, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and other services from and to any adjoining or neighbouring premises.
2. The right to enter the Premises for the purpose of:
 - a) review or measure the performance of the Premises including to install and to monitor the performance within or relating to the Premises and to prepare an EPC;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is carried out without entry onto the Premises, the right to:
 - 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 Landlord 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:
 - a) give the Tenant at least 24 hours' prior notice (except in the case of emergency, when the Landlord must make that representative as much notice as may be reasonably practicable);
 - b) observe the Tenant's performance of the Premises by the Tenant's representative (if available);
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises as soon as reasonably practicable;
 - g) where entering to observe the performance of the Premises, 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 a period as is reasonably necessary; and
 - i) where reasonably practicable, exercise the Landlord's rights outside the normal business hours.

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

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 in writing accompanied by all information required to obtain the reasonable satisfaction of the Landlord that the material in question is 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 comply with the terms and conditions of the licence or registration and to ensure that the same are 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. 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.
9. Not to overload any structure or vehicle at the Premises nor any structure or vehicle on the Landlord's Neighbouring Property.
10. Not without the Landlord's consent to allow any item to be stored or left on any open land including the Landlord's Neighbouring Property, tools, machinery or refuse.

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