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| LR1. Date of lease | Date in full>> |
| LR2. Title number(s) | Landlord's title number(s) (Enter the title number(s) out of which this lease is granted. If not registered, enter the Landlord's title number(s)>> Other title numbers (Enter the title number(s) against which entries of lease have been referred to in LR9, LR10, LR11 and LR13 have been made. Enter other title number(s)>> |
| LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of each party. For Scottish companies enter SC prefix and for limited liability partnerships enter an OC prefix. For foreign companies enter the territory in which incorporated.</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 <i>(Enter the capacity of each party, for example "tenant company", "guarantor", etc.)</i> Name of other party>> Address of other party>> Company number>> |
| LR4. Property <i>Insert a full description of the property being leased or refer to the clause, schedule or plan of a schedule in this lease in which the property being leased is more fully described.</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 purpose of registration, this clause shall prevail. Plot and building[s] [shown edged red on the plan attached to this lease and] known as Address 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 Land Registration Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p> |
| <p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p> | <p><i>including commencement date>></i></p> <p><i>including expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p> |
| <p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p> | <p><i>premium or "none">></i></p> |
| <p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p> | <p><i>contains a provision that prohibits or restricts dispositions.</i></p> |
| <p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p> | <p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</i></p> |

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| | <p>tenant's covenant to (or offer to) this lease</p> <p>Landlord's contractual rights to acquire</p> |
| <p>LR10. Restrictive covenants given by the Landlord in respect of the Property other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of this lease which contains the provisions.</i></p> | |
| <p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p> | <p>easements granted by this lease for the benefit of the Property</p> <p>easements granted or reserved by this lease for the benefit of the Property for the benefit of other</p> |
| <p>LR12. Estate rentcharge burdened on the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p> | |
| <p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you may do so by applying for each of them, or by applying against which title and the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</i></p> | |

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

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

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

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

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

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

1. Definitions and Interpretation

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

‘Act of Insolvency’

means

- (a) the Tenant or any guarantor is or has been a director or officer of a company or other body corporate in connection with any voluntary arrangement or compromise or arrangement for the reorganisation of the affairs of the Tenant or any guarantor;
- (b) the Tenant or any guarantor is or has been a director or officer of a company or other body corporate in connection with an application 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 is or has been a director or officer of a company or other body corporate in connection with the filing of a statement 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 relation to the Tenant or any guarantor;
- (d) the Tenant or any guarantor is or has been a receiver or manager or an administrative receiver of the property or income of the Tenant or any guarantor;
- (e) the Tenant or any guarantor is or has been a company or other body corporate in respect of which a voluntary winding-up in respect of the company or other body corporate has been commenced, except a winding-up for the purpose of reconstruction of a solvent company in respect of which a statement of solvency has been filed with the Registrar;
- (f) the Tenant or any guarantor is or has been a company or other body corporate in respect of which a winding-up order or a winding-up order has been made in relation to the Tenant or any guarantor;
- (g) the Tenant or any guarantor is or has been a company or other body corporate in respect of which an application for the winding-up of the company or other body corporate has been made to the Registrar or the court;
- (h) the Tenant or any guarantor is or has been a company or other body corporate in respect of which an application for the winding-up of the company or other body corporate has been made to the Registrar or the court;

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| | (i) the application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of an order for the winding up of the Tenant or any guarantor. |
| | The provisions of the Partnership Act 1890 and the Limited Liability Partnerships Act 2000 (subject to the modifications made by the Insolvent Partnerships Order 1994 (SI 1994/2500) and a limited liability partnership (as defined in the Limited Liability Partnerships Regulations 2009) (as amended). |
| | Act of a court or any analogous proceedings or events that may be brought in the legislation of another jurisdiction in relation to a person incorporated or domiciled in such relevant jurisdiction. |
| ‘Annual Rent’ | means the rent payable by the Tenant per year exclusive of VAT; |
| ‘Conduits’ | means the transmission of water, gas, air, foul and electricity, oil, telephone, heating, data communications and similar services through conduits, cables, pipes, ducts and other similar apparatus; |
| ‘Energy Performance Certificate’ | has the meaning given in the Energy Performance of Buildings (England and Wales) Regulations 2012 and is also referred to as an EPC; |
| ‘Environmental Performance’ | means the following: (a) the energy and associated generation of emissions; (b) the use of resources; (c) the management; and (d) the environmental impact arising from the use or occupation of the Premises; |
| ‘Insurance Rent’ | means the sum payable by the Tenant in respect of: (a) the cost of the insurance premium incurred in accordance with the Landlord’s policy of insurance after any discount is allowed to the Tenant and any commission is allowed or paid to the Tenant; (b) the cost of the annual Rent; (c) the cost of the third party liability; and (d) the cost of the insurance of the Premises for insurance purposes from the date of completion of the works to the Premises and: (e) the sum payable by the Tenant or deductible under any insurance |

‘Insured Risks’

‘Interest’

‘Landlord’

**‘Landlord’s
Neighbouring
Property’**

‘Permitted Use’

‘Premises’

‘Rent’

**‘Rent
Commencement
Date’**

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Tenant’s act or failure to act; and
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e Tenant’s or any lawful occupier’s use

cluding subterranean fire), lightning,
sidence, landslip, heave, earthquake,
pipes, tanks or apparatus, damage to
s pipes or electricity wires or cables,
erial devices and any articles dropped
les, terrorism, riot, civil commotion,
urbances and malicious damage to the
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posed by the insurers;

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| ‘Rent Days’ | means the 29 September and 25 December] | in each year; |
| ‘Surveyor’ | means the person or persons selected or to be selected from time to time appointed by the Landlord; | |
| ‘Tenant’ | includes the Landlord and assigns; | |
| ‘Term’ | means the period of time specified in paragraph LR6 at the beginning of this Lease; | |
| ‘Title Matters’ | means all matters relating to the title of the Premises set out in the following documents: (a) the Landlord’s title deeds; (b) any documents affecting the landlord's title to the Premises; | |
| ‘VAT’ | means Value Added Tax payable by the Value Added Tax Act 1994 (and any amendments thereto) and includes any references to rent or other monies payable or receivable exclusive of any VAT charged or payable; | |

- 1.2. Unless the context otherwise requires, the following definitions apply for the purpose of reference in this Agreement to:
- 1.2.1. “writing” or “written” includes electronic mail;
 - 1.2.2. a “working day” is a day which is not a Saturday, Sunday or a bank or public holiday;
 - 1.2.3. a statute or a provision of a statute means the statute or provision as amended, extended or otherwise modified from time to time;
 - 1.2.4. “this Agreement” includes this Agreement and each of the Schedules as amended or supplemented from time to time;
 - 1.2.5. a Schedule is a schedule or an annex to this Agreement; and
 - 1.2.6. a clause or paragraph means a clause or paragraph of this Agreement (other than a clause or paragraph of a Schedule).
- 1.3. In this Agreement:
- 1.3.1. any reference to a person includes a natural person, corporate or unincorporated body of persons (whether or not having separate legal personality);
 - 1.3.2. words importing the singular include the plural and vice versa;
 - 1.3.3. words importing a masculine gender include the feminine gender;
 - 1.3.4. references to the determination of the Term include any sooner determination of the Term otherwise than by the expiry of the Term;
 - 1.3.5. any covenant by a party to do an act or thing includes an obligation not to do an act or thing which would prevent or hinder the other party from doing an act or thing which is required to be done by the other party.

- to permit or suffer the same to be done;
- 1.3.6. references to the act or default of any tenant include the act or default of any occupier of the Premises and of his or her servants and agents;
- 1.3.7. the clause heading 'Notwithstanding' shall not be taken into account in its construction of this Lease and are not to be taken into account in its construction of this Lease;
- 1.3.8. references to this Lease shall include any instrument supplemental or collateral to it or any other document which forms part of this Lease;
- 1.3.9. any consent or approval of the Landlord shall be construed as also including a requirement for the consent or approval of any mortgagee of the Premises where such consent or approval is required under the terms of the mortgage.
- 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 leases the Premises to the Tenant for the Term together with (insofar as the Landlord can lawfully do so) all rights set out in the First Schedule, excepting and reserving all rights set out in the Second Schedule and all rights set out in the Third Schedule.
- 2.2. The Tenant must pay a Rent to the Landlord under this Lease; and
- 2.2.1. the Annual Rent by direct debit if the Tenant is a company or by standing order or by bankers' standing order (or by direct debit if the Tenant is an individual) on the Rent Days, the first payment to be made on the first Rent Day of the period beginning on the Rent Commencement Date and thereafter on each Rent Day before the next Rent Day;
- 2.2.2. on demand from time to time by the Landlord the Rent;
- 2.2.3. any other sums due to the Landlord under this Lease; and
- 2.2.4. any VAT payable by the Tenant.
- ## 3. Tenant's Covenants
- 3.1. The Tenant covenants that he or she shall
- 3.1.1. To pay the Rent to the Landlord in the manner stated without any legal or equitable deduction or set-off or any other deduction unless required by law.
- 3.1.2. If any sum due under the Lease for more than <<maximum length of time rent is allowed to be in arrears>> (whether formally demanded or not), or if the Landlord demands the Rent, to pay Interest (recoverable as rent in arrears) calculated at the rate of <<interest rate>> per annum on the amount unpaid or refused from the due date until the date when the sum is made.
- 3.1.3. To pay or indemnify the Landlord for all existing and future rates, taxes, duties, charges, and expenses charged on the Premises except for:

- a) tax (including any surcharge or interest payable); and
 - b) any other outgoings payable by the Landlord's dealing with its own interests.
- 3.1.4. To pay or indemnify the Landlord for all charges incurred relating to water, gas, air, foul and drainage, electricity, oil, telephone, heating, telecommunication and similar supplies or utilities supplied to the Premises (including all standing charges and meter rents).
- 3.1.5. If the Landlord loses possession of the Premises, it has been allowed during the Term to the Landlord on demand.
- 3.1.6. To keep the Premises in substantial repair and condition and clean and tidy except the following:
 - a) the Premises where damage results from any of the insurance money is the Landlord has insured under the Landlord's policy of any of the insurance money is the result of any act or default of the Tenant [; and
 - b) the Premises required to put the Premises in any better condition than they were in at the date of the survey by the schedule of condition
- 3.1.7. [To clean and repair the Premises as often as reasonably necessary and, in the last year of the Term, renew and replace them with floor covering first approved by the Landlord.]
- 3.1.8. To decorate the Premises as often as is reasonably necessary at least three months before the end of the Term. Any change of scheme must first be approved by the Landlord. All decoration must be in a good and proper manner using good quality materials and include all appropriate preparation to the Premises and include all
- 3.1.9. To keep any parts of the Premises are not built upon clean and tidy and free from obstruction
- 3.1.10. At the end of the Term
 - a) to return the Premises to the Landlord in the repair and condition required
 - b) if the Landlord requires, and gives the Tenant notice no later than the end of the Term, the Tenant must remove any fixtures fixed to the Premises, remove any alterations made to the Premises and make good any damage caused by that removal;
 - c) to remove any possessions from the Premises; and
 - d) to hand over all documents held by the Tenant relating to the Premises including (but not limited to) asbestos surveys and reports, fire

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

- d) [carrying out the Permitted Use] and the Tenant agrees to improve their Environmental Performance in its absolute discretion, has consented to the Tenant doing so;] and
- e) the premises have a schedule of dilapidations served no later than the end of the Term.

3.1.15. With regard to use

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

3.1.16. With regard to alterations

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

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

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

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liable for any failure to effect any
amount for which the Premises are
provided that information.

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

advertisement on the outside of the
e Premises other than a sign showing
on specified by the Landlord at the
gn being of a size, design, layout and
h approval not to be unreasonably
Term to remove any sign and make
e satisfaction of the Landlord.

of the Premises:

- g to the Premises or to the Tenant's
hises;
- y the Tenant of any notice or other
Premises to send a copy to the
take all necessary steps to comply
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- mission in relation to the Premises
t of the Landlord;
- permissions relating to or affecting the
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- with all fire prevention, detection and
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ed by the Landlord and to maintain
ndlord to inspect it from time to time;
- y of any defect or disrepair in the

Premises
this Lease

Landlord liable under any law or under

- h) not without the consent of the Landlord to apply for an EPC in accordance with the law, unless the Tenant is required by law.

3.1.21. Not to allow any person to acquire or be acquired over the Premises. If an encroachment or right of a right or easement:

- a) the Tenant shall not acquire or be acquired over the Premises; and
- b) the Tenant shall not acquire or be acquired over the Premises in any way that the Landlord requests in writing so long as the Landlord meets the Tenant's business interests.

3.1.22. With regard to alienation:

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

3.1.23. The Landlord may impose such conditions in relation to an assignment of the Premises as the Landlord may reasonably require. Each condition is reasonably required by the Landlord.

- a) the Tenant shall enter into an agreement guaranteeing that the assignee shall comply with the Tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably require;
- b) if the Tenant enters into an Authorised Guarantee Agreement to guarantee the assignee under this Lease, and the assignee shall enter into a guarantee in favour of the Landlord, which shall be reasonably required by the Landlord, the assignee shall comply with the terms of the Authorised Guarantee Agreement;
- c) a guarantor, who is a person of standing

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

e) that th
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are no

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

f) that the
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3.1.24. The Tenant may s
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within the meaning of section 42 of the
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3.1.25. The Tenant may
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s lease to a bank or other reputable
e Landlord.

3.1.26. To permit the Lan
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to view the Premises at reasonable
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3.1.27. With regard to ins

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could invalidate any insurance; and

b) if the
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the Landlord to repay the increased
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3.1.28. To pay VAT in res
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es made to the Tenant in connection
g any payment or, if earlier, the date
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3.1.29. Where the Tenant
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such VAT under th

connection with this Lease, to pay the
way of a refund or indemnity, to pay
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against all actions, claims, demands
ges, expenses, charges and taxes
s own liabilities, costs and expenses
n, claim or demand in respect of any
roperty and infringement of any right

- premises or the Tenant's use of them;
 rents; or
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Liability in clause 3.1.30, the Landlord

- the claim as soon as reasonably possible of it;
- information and assistance in relation to any reasonably require, subject to the payment of all costs incurred by the Landlord in providing such assistance; and
- the cost) where it is reasonable for the

in the Third Schedule and any other
word from time to time in the interests

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 the tenant or any other person) to send
 together with updated official copies of
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apply to the Land Registry for first
een completed to send official copies

Landlord the original of this Lease and reasonably requires to close the title to the same, then the Tenant shall cause to be noted against the Landlord's

ancy occurs in relation to a guarantor that another person acceptable to the Landlord in the same terms as

4. Landlord's Covenants

4.1. The Landlord covenants

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

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

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

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

- a) provide a replacement Premises which is identical in layout or design so long as it is not less equivalent to that previously at the Premises;
- b) repair the Premises if the Tenant has failed to pay any of the Insured Risks;
- c) repair the Premises after a notice has been served pursuant to clause 4.1.4.

4.1.5. If reasonably requested, the Landlord shall provide:

- a) full details of the insurance policy;
- b) evidence of the current year's premium; and
- c) details of any sums received or receivable by the Landlord.

4.2. If, following damage to the Premises by an Insured Risk, the Landlord (acting reasonably) considers it impossible or impractical to reinstate the Premises, the Landlord shall offer to terminate the Lease by giving notice to the Tenant within six months from the date of the damage or destruction of the Premises was damaged or destroyed. On giving notice this Lease shall be without prejudice to any right or remedy of the Tenant (including any breach of the tenant covenants of this Lease. Any proceeds of insurance (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and Agreements

5.1. The parties agree that if

5.1.1. any rent is unpaid for 21 days>> after being

5.1.2. the Tenant breaches

5.1.3. there is an Act of

the Landlord may
and on doing so
available to the

5.2. If the Premises are or
destruction is caused
occupation or use, the
from the date of dam
Premises are again fit
period.

5.3. If the Premises or any
or destruction is cause
occupation or use and
period of three years
terminate this Lease wi

5.4. If the Premises or any
or destruction is cause
occupation or use and
the Landlord may give
damage or destruction
its intention to reinsta
this Lease with immedi
referred to within six m
the Tenant may termina
the Landlord.

5.5. Nothing in this Lease g
or modification of the
adjoining premises are

5.6. The parties agree that
solely by virtue of the
terms of this Lease.

5.7. The Tenant acknowled
representation or warra
allowed by this Lease.

5.8. The Tenant acknowled
representation or warra

6. Notices

6.1. Any notice given under
by pre-paid first class
the address of the rec

it is allowed to be in arrears e.g 14 or
formally demanded or not); or

(or any part of them) at any time after
this will not affect any right or remedy

(other than where the damage or
of the Tenant) so as to be unfit for
proportion of it will cease to be payable
a period of three years or until the
the Tenant, whichever is the shorter

destroyed (other than where the damage
of the Tenant) so as to be unfit for
for occupation or use by the end of a
age or destruction, either party may
giving written notice to the Landlord.

destroyed (other than where the damage
of the Tenant) so as to be unfit for
on was caused by an uninsured risk,
enant within six months of the date of
a) giving the Tenant written notice of
landlord's own cost; or b) terminating
and does not give the Tenant the notice
age or destruction of the Premises,
mediate effect by giving written notice to

to enforce, or to prevent the release
s, rights or conditions to which any

party to this Lease has no right arising
Third Parties) Act 1999 to enforce any

lease constitutes or shall constitute a
may lawfully be used for any purpose

ed into this Lease in reliance on any
of the Landlord.

is Lease must be in writing and sent
to or otherwise delivered to or left at
or to any other address in the United

Kingdom that the recipient must be served not less than ten working days'.

address for service by giving not less than ten working days'.

6.2. A notice served on:

6.2.1. a company or limited liability partnership must be served at its registered office.

registered in the United Kingdom must be served at its registered office.

6.2.2. a person resident in the United Kingdom must be served at the last address set out in the deed of guarantee if they are a party or if no such address has been given at the time of the deed.

country outside the United Kingdom must be served at the last address set out in the United Kingdom of that party if they are a party or if no such address has been given at the time of the deed in the United Kingdom;

6.2.3. anyone else must be served at:

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;

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;

the Premises;

c) in the United Kingdom at the address of that party set out in the deed of guarantee; and

at the address of that party set out in the deed of guarantee; and

d) in the United Kingdom at their last known address in the United Kingdom;

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

6.3. Any Notice given will be treated as having been given on the second working day after the date of posting if sent by post or on the day on which the notice is delivered to or left at that address.

the second working day after the date of posting if sent by post or on the day on which the notice is delivered to or left at that address.

6.4. If a notice is treated as having been given on a working day, it will be treated as having been given on the immediately following working day.

not a working day or after 5:00PM on the day on which the notice is delivered to or left at that address on the immediately following working day.

6.5. Service of a notice by fax or email shall be treated as having been given in the form of service under this Lease.

form of service under this Lease.

7. [Termination by Landlord]

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

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

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

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

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

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

8. [Termination by Tenant]

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

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

notice in writing to take

8.2. This Lease shall only terminate if the Tenant has paid all Annual Rent due to the Landlord, the Tenant and/or any other person in arrears and behind no continuing use of the Premises.

8.3. [The break right in this Lease shall not be exercisable at the beginning of this Lease or at the date of assignment or transfer of the Lease.]

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

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

9. Exclusion of Security of Tenure

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

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

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

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

10. [Guarantor's Covenant]

10.1. The Guarantor:

10.1.1. Guarantees to the Landlord the Tenant's obligations in this Lease and will, if the Tenant defaults, the Guarantor will pay the rents and other sums due to the Landlord.

10.1.2. Covenants with the Landlord under an Authorised Guarantee Agreement (AGA) with the Landlord on a lease for a term of years or less;

10.1.3. Covenants with the Landlord in clause 10.1.1 and to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or other sums due to the Landlord pursuant to this Lease (and any supplemental documents);

10.1.4. Covenants with the Landlord to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or other sums due to the Landlord pursuant to this Lease (and any supplemental documents);

the Tenant if the Tenant has paid all Annual Rent due to the date of determination and the Tenant has vacated the Premises and leave the Premises in good order.

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

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

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

this Lease (or as the case may be otherwise) the Landlord entered into this Lease) the Landlord has made a [declaration in the form set out in schedule 1 to the Regulatory (Business Tenants) Order 2003.

son on behalf of the Tenant) made a [statutory declaration in the form set out in paragraph 8] of s 38A(1) of the Landlord and Tenant Act 1954 that s 38A(1) of the Landlord and Tenant Act 1954 are excluded in relation to this Lease.

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

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

ant will comply with all the Tenant's obligations in this Lease and will, if the Tenant defaults, the Guarantor will pay the rents and other sums due to the Landlord.

l guarantee the Tenant's obligations under an Authorised Guarantee Agreement (AGA) with the Landlord on a lease for a term of years or less;

bligor, and separate to the covenant to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or other sums due to the Landlord pursuant to this Lease (and any supplemental documents);

y obligor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or other sums due to the Landlord pursuant to this Lease (and any supplemental documents);

Tenant proposing
of arrangement of
impairing, compro
Guarantor in this d

any voluntary arrangement, scheme
or purporting to have the effect of
any or all of the obligations of the

10.2.If the Landlord in its a
after the date of any di
off the register of com
Landlord's option either

s the Guarantor within three months
this Lease or the Tenant being struck
must, within ten working days, at the

10.2.1. at the Guarantor's
the grant of a lease

ment of the Landlord's costs) accept

a) for a
or for
regis
woul
not h

g effect on the date of the disclaimer
or the Tenant being struck off the
ending on the date when this Lease
claim, forfeiture or striking-off had

b) at the
forfe
rent

r sums payable at the date of the
which would be payable save for any

c) cont
the r
befo
cond
unco

e on the term commencement date of
rent review under this Lease that falls
cement date that has not been
being reviewed as at the date of the

d) cont
Leas
new

on each Rent Review Date under this
the term commencement date of the

e) othe

and conditions as this Lease; or

10.2.2. pay the Landlord a
under this Lease
and all other sums
6 months following

any outgoings and all other sums due
ent to the total of the rents, outgoings
that would be payable for the period of
e or striking-off.

10.3.If clause 10.2.1 applie
indemnity basis) and a

pay the Landlord's costs (on a full
grant of the lease.

10.4.If clause 10.2.2 applie
release the Guarantor
not affect the Landlord'

e payment in full, the Landlord must
ns under this clause 10 (but that will
prior breaches).

10.5.The Guarantor's liability

discharged by:

a) any failure f
of, any right
party;

e in full, or any delay in enforcement
on allowed to the Tenant or any third

b) the Landlor
failure to pa
covenants u

r remedy against the Tenant for any
this Lease or observe the Tenant's

- c) any refusal of the Tenant to pay any rent or other payment due under this Lease;
- d) any variation of the Lease (including a surrender of part) which would result in the Guarantor's liability being increased (whether or not the surrender of part will end the Lease in respect of the surrendered part);
- e) any right to terminate the Lease which the Tenant or the Guarantor may have;
- f) any death, illness or disability of the Tenant, the Guarantor or the Landlord;
- g) any amalgamation, reconstruction, reorganisation or restructuring of the Tenant or the Guarantor or any party with any other person, any change in the constitution or status of the Tenant or the Guarantor or any other person who is liable, or of the Landlord;
- h) the existence of a winding up order or an Act of Insolvency in relation to the Guarantor or the Landlord;
- i) anything else which the Landlord may require by deed.

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

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

- a) The date on which the Lease expires;
- b) The date on which the Lease is terminated by the Landlord under the Landlord and Tenant (Covenants) Act 1995; or
- c) The date on which the Lease is terminated by the Guarantor in accordance with clause 10.5.

11. Applicable Law and Jurisdiction

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

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

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

THIS LEASE has been executed and dated on the day on which it has been signed.

[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)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the landlord is a company)

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

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

(Signature)

Signature

Name

Address

Address

the common seal of
<<Tenant's Name>>
in the presence of

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarantors]

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the Guarantor is an individual)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

<<affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the mains for the passage of gas, electricity, water, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities and to connect the Premises to the public mains.
2. The right to support and use any services from any adjoining premises owned by the Landlord.
3. [The right in common with the Landlord and others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property which are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles, the footpaths and emergency escapes 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 or in the Landlord's Neighbouring Property, and the Tenant is bound by the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* in relation to the exercise of any rights granted to the Tenant.]

Second Schedule to the Lease of the Premises to the Landlord

1. The right to the passage of, and the installation, use and maintenance 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 of the Premises within or relating to the Premises and to prepare an EPC;
 - b) estimate the current or likely energy consumption 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 enter the Premises for the purpose of:
 - a) build on or into any part of the Premises or on or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any part of the Premises or on or adjacent to the 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 an 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 caused by the Landlord 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 necessary for the exercise of any rights outside the normal business hours of the Premises;
6. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof for the purpose of the exercise of those rights, if the Landlord may require.]
7. The right to carry out works of demolition, alteration or redevelopment (whether or not the Tenant agrees to do so) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of light and air to the Premises, and shore up the Premises, and the Landlord:
- a) giving the Tenant due notice of the works to be carried out;
 - b) consulting with the Tenant in relation to the extent 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 minimise interference to the Premises by noise, dust and vibration (including, where necessary, consideration 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 on the Premises and to place equipment on the roof of 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 causes no obstruction to the entrance to the Premises;
 - c) the scaffolding does not obstruct or interfere with any sign displayed on it (except for any health and safety notices or signs required by law) or any other tenant whose premises are adjacent to the Premises (including any sign) 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 Tenant's request, 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 the Tenant or neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.
10. The right to support and maintain any building or structure 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).

S

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M

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L

E

ations

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 accordance with paragraph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant Regulations 2012 at the Premises.
4. To obtain, maintain and renew any licence or registration which is required in connection with the Permitted Use in accordance with the terms and conditions of the licence or registration and any other regulations relevant to the Permitted Use.
5. Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.
6. No vehicles may be parked on the Landlord's Neighbouring Property for more than is reasonably necessary for the purposes of loading or unloading of goods and no vehicles may remain overnight.
7. To comply with all relevant regulations on the estate roads within the Landlord's Neighbouring Property.
8. 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 part of the Premises nor any machinery or equipment on the Premises.
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.