

S A M P L E

LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) er(s) out of which this lease is granted. k if not registered. Landlord's title number(s)>> Other title numbers le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made. Other title number(s)>>
LR3. Parties to this lease <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships, also registered number including any parent company.</i> <i>For overseas entities, give the following details:</i> a) <i>The territory of incorporation or</i> b) <i>The overseas entity ID number from Companies House for the Landlord and the Tenant pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not recorded, 'overseas entity ID not required'</i> c) <i>Where the entity is a company, the place of business in the United Kingdom, the registered number, if any, from Companies House, including a</i> <i>Further details on overseas entities are found in practice guide 78: overseas entities.</i>	ame of Landlord>> Address of Landlord>> Company number>> ame of Tenant>> Address of Tenant>> Company number>> (if any) ame of Guarantor>> Address of Guarantor>> Company number>> Other parties Capacity of each party, for example "parent company", "guarantor", etc. ame of other party>> Address of other party>> Company number>>
LR4. Property <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described.</i>	Effect of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>>

S

A

M

P

L

E

LR9. Rights of acquisition

Insert the relevant provisions of the lease clauses or refer to the paragraph of a schedule which contains the provisions

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants affecting the lease by the Landlord or other than the Property

Insert the relevant provisions of the lease clause, schedule or paragraph in this lease which contain the restrictive covenants

None

LR11. Easements

Refer here only to the paragraph of a schedule which sets out the easements

LR11.1 Easements granted by this lease for the benefit of the Property

Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Schedule 2

LR12. Estate rent charge affecting the Property

Refer here only to the paragraph of a schedule which sets out the rent charge

None

LR13. Application for registration of a restriction

Set out the full text of the restriction and the title number entered. If you wish to use one standard form of restriction

N/A

S

clause to apply for each
applying against which
text of the restriction

Standard forms of res
Schedule 4 to the La
2003.

A

**LR14. Declaration of
more than one per
Tenant**

*If the Tenant is one pe
the alternative stateme*

*If the Tenant is mo
complete this clause by
inapplicable alternative*

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

OR

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

OR

[The Tenant is more than one person. They are to hold the Property on trust <<Complete as necessary>>]

M

1. Definitions

1.1 In this
terms

ere the context otherwise requires, the following meanings;

P

**'Act of
Insolvency**

f any step-in connection with any voluntary or any other compromise or arrangement for the creditors of the Tenant or any guarantor;

an application for an administration order or the administration order in relation to the Tenant or any

any notice of intention to appoint an administrator, court 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

ment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or

ment of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of

L

E

S

A

M

P

L

E

or reconstruction of a solvent company in respect of a statutory declaration of solvency has been filed with the Registrar of Companies;

the making of a petition for a winding-up order or a winding-up order of the Tenant or any guarantor;

the removal of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

the liquidation of any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or

the making of an application for a bankruptcy order, the making of a petition for a bankruptcy order or the making of an order against the Tenant or any guarantor.

The provisions above shall apply in relation to a partnership or unincorporated firm (as defined in the Partnership Act 1890 and the Partnerships Act 1907 respectively) subject to the provisions referred to in the Insolvent Partnerships Order 1994 (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the provisions referred to in the Limited Liability Partnerships (Amendment) Regulations (SI 2001/1090) (as amended).

The provisions above includes any analogous proceedings or events that are provided for pursuant to the legislation of another jurisdiction in which the Tenant or guarantor incorporated or domiciled in such jurisdiction;

'Annual Rent'	rent>> per year exclusive of VAT as reviewed in the Schedule;
'Arbitration'	arbitration under the Arbitration Act 1996 by a single arbitrator appointed by the Landlord and Tenant or in default of appointment by the President (or the Chief Officer or acting President) of the time being of the Royal Institution of Chartered Surveyors on a written application of the Landlord or the Tenant;
'Conduits'	conduits for the transmission of water, gas, air, foul and drainage, electricity, oil, telephone, heating, ventilation, internet, data communications and similar services;
'Energy Performance Certificate'	Energy Performance Certificate given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;
'Environmental Performance'	any of the following: - the consumption of energy and associated generation of greenhouse gas emissions; - the consumption of water;

S

A

M

P

L

E

	(c) ... management; and (d) ... mental impact arising from the use or premises;
'Independent Expert'	... value agreed by the Landlord and Tenant or nominated by the President (or the Chief Officer) for the time being of the Royal Surveyors at the written request of the
'Insurance Rent'	... dlord of: (a) ... insured in accordance with the Landlord's use; (b) ... of Annual Rent; (c) ... or third-party liability; and (d) ... of the Premises for insurance purposes from ... ess or deductible under any insurance and incurs or will incur in reinstating the structure or damage by an Insured Risk; (e) ... amount that the insurers refuse to pay for reconstruction by an Insured Risk to the extent of the Tenant's act or failure to act; and (f) ... ased premiums that the insurers may charge for the carrying out or retention of any use for the Tenant's or any lawful occupier's use
'Insured Risks'	... (including subterranean fire), lightning, subsidence, landslip, heave, earthquake, ... er pipes, tanks or apparatus, impact by ... vices and any articles dropped from them, ... rism, riot, civil commotion and malicious ... each case, that cover is generally available ... rms in the UK insurance market at the time ... ut, and any other risks against which the ... es from time to time, subject in all cases to ... and exclusions imposed by the insurers;
'Interest'	... ate of <<rate of interest on outstanding ... cent per year above the base rate for the ... ank plc or (if base rate or that bank ceases ... quivalent rate notified by the Landlord to the
'Landlord'	... ed to the immediate reversion to this Lease;

<p>'Landlord's Neighbouring Property'</p>	<p>buildings owned by the Landlord near to the</p>
<p>'Open Market Rent'</p>	<p>rent at which the Premises as a whole might be let at the Relevant Review Date by a willing landlord in the open market with vacant possession and no premium for a term of years equivalent to the [Term] term remaining at that time or (if the term then remaining is less than five years) for a term of five years] but starting from the Relevant Review Date but assuming:</p> <p>the Premises are ready for immediate occupation and use (whether or not damaged or destroyed) are fully restored;</p> <p>the Tenant has complied with the Tenant's obligations in this Lease (except to the extent that there has been a material or substantial breach by the Landlord) the Landlord has complied with the Landlord's obligations in this Lease;</p> <p>the Premises can lawfully be let and used for the uses specified in Schedule 1 to this Lease; and</p> <p>in the event of the hypothetical lease the willing tenant will not benefit of a rent-free period, rent concession or any other inducement of a length or amount that might be negotiated in the open market for fitting-out purposes and that the Open Market Rent is the rent that would become payable after the end of the term of the Lease or concession or payment of that inducement;</p> <p>the Lease shall otherwise contain the same terms and conditions in all respects as this Lease (including the provisions for the payment of the Annual Rent herein contained) other than:</p> <ul style="list-style-type: none"> (a) the Annual Rent; (b) any period, rent concession or any other inducement granted to the Tenant in relation to the grant of this Lease; (c) any use in this Lease; and (d) any exclusions>> <p>without regard any effect on rent of:</p> <ul style="list-style-type: none"> (a) the fact that the Tenant or any lawful sub-tenant or their predecessors in title has been in occupation of the Premises; (b) any works attached to the Premises due to the carrying on of the business of the Tenant or any lawful sub-tenant or their predecessors in title; (c) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (d) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (e) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (f) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (g) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (h) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (i) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (j) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (k) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (l) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (m) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (n) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (o) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (p) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (q) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (r) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (s) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (t) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (u) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (v) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (w) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (x) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (y) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title; (z) any works carried out by the Tenant or any lawful sub-tenant or their predecessors in title;

S A M P L E

	(f) any reduction in rent attributable to operations or other activities of	S,
‘Permitted Use’	[ENGLAND ONLY: means use as classes [B2, and B8 and E(g)] of (Use Classes) Order 1987] OR [WALES ONLY: means use as classes [B1 B2 and B8] of the (Use Classes) Order 1987];	within use Planning
‘Premises’	means the property described in this Lease and includes all other (other than tenant’s fixtures and fit	beginning of Premises
‘Rent’	means all sums reserved as rent b	
‘Rent Commencement Date’	means <<date on which rent is fir	
‘Rent Days’	means [25 March, 24 June, 29 each year;	ember] in
‘Review Date’	means <<date>> [in each of the Review Date" will be construed ac	"Relevant
‘Surveyor’	means the surveyor or architect f Landlord;	ted by the
‘Tenant’	includes successors in title and as	
‘Term’	means the term specified in para Lease and any statutory extensio holding over;	ing of this period of
‘Title Matters’	means the matters (if any) set <<insert list of documents affe Premises>>;	documents: le to the
‘Underletting Requirements’	means the following: (a) that the underlease is at a rent market rent for the Premises, p Days; (b) that the underlease excludes s Landlord and Tenant Act 1954 (c) that the underlease is not gran	pen e Rent e) of the or a

SAMPLE

	<p>reverse premium;</p> <p>(d) that the underlease does not give the undertenant a rent-free period (except one which is reasonable to allow for any fitting out);</p> <p>(e) that the underlease contains provisions for change of use and alterations corresponding to those in this Lease;</p> <p>(f) that the underlease contains provisions for review of the rent reserved by the underlease on the basis and dates on which the Annual Rent is to be reviewed under this Lease;</p> <p>(g) that the underlease contains provisions prohibiting dispositions of or other dealings with the underlet premises other than an assignment or charge of the whole and then only with the prior written consent of the Landlord;</p> <p>(h) that the Landlord shall receive a direct covenant from the undertenant to observe and perform all the tenant's covenants in the underlease;</p> <p>(i) that the underlease contains provisions requiring the undertenant to pay as additional rent the whole of the Insurance Rent and other sums, excluding the Annual Rent, payable by the Tenant under this Lease; and</p> <p>(j) that the underlease contains any other provisions that are reasonable having regard to the terms of this Lease and the nature of the proposed Underlease;</p>
'VAT'	means the tax as constituted by the Value Added Tax Act 1994 (and unless otherwise expressly stated references to rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable).

1.2 Unless the context otherwise requires, each reference in this Agreement to:

1.2.1 "writing" or "written" includes fax but not email;

1.2.2 a "working day" is a reference to any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;

1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.4 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.5 a Schedule is a schedule to this Agreement; and

1.2.6 a clause or paragraph is a reference to a clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 In this Agreement:

1.3.1 any reference to a person includes a natural person, corporate or unincorporated body (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 any gender include any other gender;

S

1.3.4 of the Term include any sooner determination of
an by effluxion of time;

1.3.5 Tenant not to do an act or thing includes an
t or suffer such act or thing to be done;

1.3.6 neglect or default of the Tenant include the act,
ny occupier of the Premises and their respective

1.3.7 to not form part of this Lease and are not to be
s construction or interpretation; and

1.3.8 lease include any document supplemental or
ed into pursuant to its terms.

1.4 The [redacted] are for convenience only and shall not affect
its int

2. **Demise and**

2.1 The [redacted] premises to the Tenant for the Term together with
(inso [redacted] grant the same) the rights set out in the First
Sche [redacted] reserving for the benefit of the Landlord's
Neigh [redacted] hts set out in the Second Schedule, and subject
to the

2.2 The T

2.2.1 [redacted] equal payments in advance by bankers' standing
[redacted] (it if the Landlord so requires) on the Rent Days,
[redacted] e made on the date of this Lease for the period
[redacted] t Commencement Date and ending on the day
[redacted] ay;

2.2.2 [redacted] o time the Insurance Rent;

2.2.3 [redacted] om the Tenant to the Landlord under this Lease;

2.2.4 [redacted] er this Lease.

3. **Tenant's Co**

3.1 The T [redacted] e Landlord:

3.1.1 [redacted] he times and in the manner stated without any
[redacted] uction, set-off or counterclaim unless required by

3.1.2 [redacted] this Lease is unpaid for more than <<maximum
[redacted] allowed to be in arrears e.g. 7 days>> (whether
[redacted] not), or if the Landlord refuses to accept rent so
[redacted] ch of covenant, the Tenant must on demand pay
[redacted] as rent in arrears) calculated on a daily basis on
[redacted] refused from the due date until the date on which

3.1.3 [redacted] he Landlord against all existing and future rates,
[redacted] es, and financial impositions charged on the

[redacted] VAT) on the Rent payable; and

A

M

P

L

E

S

b) any interest in the Premises, or the Landlord's dealing with its own

3.1.4 To pay or indemnify the Landlord against all charges incurred relating to water, gas, electricity, water drainage, telephone, heating, television, internet, data communications and similar services supplied to the Premises (including all standing charges).

3.1.5 If the Landlord has suffered any loss because it has been allowed during the Term to be used for any purpose other than that loss to the Landlord on demand.

3.1.6 To keep the Premises in good and substantial repair and condition and to pay the cost of any damage results from any of the risks insured under Clause 4.1.2 unless the Tenant's insurance money is refused by reason of any act, neglect or default of the Tenant.

3.1.7 [To clean and polish the Premises as often as is reasonable and necessary and to renew or replace any carpets, curtains, blinds and other fittings of a colour and quality first approved by the Landlord.]

3.1.8 To decorate and finish the Premises as often as is reasonable and necessary in the last three months before the end of the Term. Any redecoration or external colour scheme must first be approved by the Landlord. The work must be carried out in a good and proper manner and using quality materials that are appropriate to the Premises and to carry out any necessary preparatory work.

3.1.9 To keep any fixtures and fittings which are not built upon clean and tidy and free from any damage.

3.1.10 At the end of the Term, the Tenant shall:

a) to repair the Premises to the condition in which they were in at the start of the Term, and to make good any damage caused to the Premises;

b) if the Tenant has made any alterations to the Premises, to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises by the alterations;

c) to remove from the Premises all possessions from the Premises; and

d) to hand over to the Landlord all documents held by the Tenant relating to the Premises, including (but not limited to) any plans, drawings, assessments, asbestos surveys and reports, and certificates for any electrical or gas systems.

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

a) the Landlord's agent or agent of the Tenant sell the possessions;

b) the Landlord indemnify the Tenant against any liability incurred by the Tenant whose possessions have been sold.

A

M

P

L

E

S

Landlord in the mistaken belief that the possessions belong to the Tenant; and

Landlord must pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Landlord.

3.1.1

Landlord at all reasonable times on reasonable prior notice (in an emergency) to enter and inspect the Premises and:

A

Landlord or its agents or Surveyor gives to the Tenant (or the Tenant's agents) notice of any repairs or maintenance works that the Tenant has failed to carry out or of any other failure to comply with its obligations under this Lease, to require the Tenant to carry out and/or remedy such failure in accordance with the Lease within a period of two months from the date of notice (or sooner if required); and

Landlord does not comply with clause 3.1.12 a), to permit the Tenant to enter the Premises and carry out the works at the Tenant's expense and to pay to the Landlord on demand (as a contractual debt) the proper expenses of such works (including all legal costs, Surveyor's and other fees).

3.1.1

M

Landlord is entitled to exercise any right to enter the Premises to inspect, inspect, inspect, contractors, agents and professional advisors, to enter the Premises at any reasonable time (whether or not during normal business hours) and, except in the case of an emergency, to give reasonable notice (which need not be in writing) to the Tenant.

3.1.1

P

Landlord on demand on an indemnity basis all costs, expenses and other expenses (including legal costs and other professional fees) properly incurred by the Tenant (which otherwise would be payable by the Landlord) in connection with the enforcement of the provisions of this Lease in contemplation of:

breach of the tenant covenants of this Lease;

enforcement of the Tenant's obligations in this Lease, including the giving and service of a notice under section 146 of the Landlord and Tenant Act 1925;

consent by the Tenant for consent under this Lease, where an application is withdrawn or consent is granted or refused, except in cases where the Landlord is required to consent by law and the Landlord unreasonably refuses to do so.

works to the Premises to improve their performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

the giving and service of a schedule of dilapidations to the Tenant more than six months after the end of the Term.

3.1.1

L

Landlord shall not use the Premises for any illegal or immoral purpose;

Landlord shall not use the Premises as sleeping accommodation or for any other purpose not intended by the Lease;

E

S

- c) not to use the Premises for any offensive, noisy or dangerous business, manufacture, occupation or other purpose;
- d) to use the Premises only for the Permitted Use [and only between the hours of 9AM and 6PM Mondays to Fridays (and public holidays)].

3.1.16 With regard to the Premises:

- 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 Energy Performance Certificate of the Premises;] and
- d) [save as expressly provided in 3.1.17 below,] not to make any alterations 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 remove any fixtures or fittings from the structure, walls, ceiling or ventilation of the Premises or have an adverse effect on the Energy Performance of the Premises and which shall be treated as fixtures and fittings subject to the Tenant:

- a) giving the Landlord <<notice period given to be carried out e.g. 2 months>> notice in writing to carry out any such works;
- b) carrying out any such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval;
- c) reinstating the Premises to their former state and condition on completion of the works if the Landlord by notice in writing requires the Tenant to do so; and
- d) informing the Landlord at the cost of any alterations or additions carried out by the Tenant as soon as practicable and so that the Tenant is liable for any failure to affect any such works and the amount for which the Premises are damaged or destroyed is provided that information.]

3.1.18 In all cases where the Regulations (whether or not under the Lease), to comply with a copy of the Regulations and safety file upon completion of the works.

3.1.19 Not to exhibit any sign or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord at the Premises, subject to that sign being of

A

M

P

L

E

S

and material approved by the Landlord and at the
remove any sign and make good any damage
to the satisfaction of the Landlord.

3.1.2

Obligations in respect of the Premises:

A

in all laws relating to the Premises or to the
use and occupation of the Premises;

within 14 days of receipt by the Tenant of any notice or other
communication affecting the Premises to send a copy to the
Landlord without delay to take all necessary steps to
comply with the notice or other communication and take any
other steps in connection with it as the Landlord acting
reasonably may require;

to obtain any planning permission in relation to the Premises
without the written consent of the Landlord;

to comply with any planning permissions relating to or affecting

M

the Construction (Design and Management)
Regulations 2015 and before commencing any works to make a
contract under Regulation 4(8) to the effect that the
Landlord is the only client for the purposes of the Regulations, to
provide the Landlord a copy of the election and to fulfil the
duties of the client;

to ensure the Premises are equipped with all fire prevention detection
equipment which is required by law or by the
Regulations or reasonably required by the Landlord
to be in the equipment and allow the Landlord to
inspect the equipment from time to time;

to notify the Landlord promptly of any defect or disrepair in the
Premises which may make the Landlord liable under any law or
Regulation; and

to obtain the prior written consent of the Landlord to apply for
a Fire Safety Performance Certificate in respect of the Premises.

3.1.2

for any rights or easements to be acquired over the Premises.
The Tenant shall pay result in the acquisition of a right or easement:

the Tenant must notify the Landlord; and

the Tenant must help the Landlord in any way that the Landlord
may reasonably require in the event that acquisition so long as the Landlord
pays the Tenant's costs and it is not adverse to the Tenant's
interests to do so.

3.1.2

in

the Premises on trust for another;

allowing another to occupy the whole or any part of the

to let or share the possession or occupation of the
whole or any part of the Premises;

to let the whole or any part of the Premises;

E

S

does or omits to do anything which increases any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2 Subject to clause 3.1.2.1, the Tenant shall be liable for the payment of all taxable supplies made to the Tenant in respect of all taxable supplies made to the Tenant in respect of the Premises on the due date for making any payment or, in the case of any supply which that supply is made for VAT purposes.

A

3.1.2 The Tenant shall be obliged, under or in connection with this Lease, to reimburse to any other person any sum by way of a refund or credit for such VAT under the Value Added Tax Act 1994, or any amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or any other person is entitled to a credit for such VAT under the Value Added Tax Act 1994.

M

3.1.2 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, charges and costs, whether or not a third party and the Landlord's own liabilities, incurred in defending or settling any action, claim or proceedings, including any personal injury or death, damage to any property or loss of any right arising from:

- (a) the condition of the Premises or the Tenant's use of the Premises;
- (b) the exercise of the Tenant's rights; or
- (c) the carrying out of any alterations.

3.1.2 In addition to the indemnity covered by the indemnity in clause 3.1.28, the Tenant shall also indemnify the Landlord in respect of:

(a) the cost of the defence of the claim as soon as reasonably practicable after receiving notice of it;

P

(b) the cost of the Tenant with any information and assistance in connection with the claim that the Tenant may reasonably require, the Tenant paying to the Landlord all costs incurred in providing that information or assistance; and

(c) the cost of any repairs (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.1.2 The Tenant shall also indemnify the Landlord in respect of any regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in connection with the state management of the Premises.

L

3.1.2 The Tenant shall reimburse to the Landlord a fair proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in carrying out, repairing, replacing, maintaining, cleansing or otherwise maintaining (e) lighting any Conduits, structures or other items which are capable of being used by the Premises in connection with the state management of the Premises.

3.1.3 The Tenant shall not make any assignment, transfer, underlease or charge of the Premises or any part thereof or by the Tenant, any undertenant or any other person without the prior written consent of the Landlord, which consent shall be given in writing and shall be a copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

E

3.1.3 The Tenant shall ensure that the Lease is subject to compulsory registration at the Land Registry, and that the Lease is registered on or before the date of this Lease to apply to the Land Registry.

S

5.1.1 <<length of time rent is allowed to be in arrears after becoming due (whether formally demanded

5.1.2 his Lease; or

5.1.3 vency

the L Premises (or any part of them) at any time after and c will end (but this will not affect any right or remedy availa

5.2 If the d or destroyed by any Insured Risk so as to be unfit and the insurance is not vitiated or payment of the insur and the insurance is not vitiated or payment of the insur wholly or in part through any act, neglect or default of the Rent or a fair proportion of it will cease to be paya age or destruction for a period of three years or until t t for occupation or use by the Tenant, whichever is the

5.3 Not h ne Tenant the right to enforce, or to prevent the relea benefit of any covenants, rights or conditions to which are subject.

5.4 The p on who is not a party to this Lease has no right arising Contracts (Rights of Third Parties) Act 1999 to enfor se.

5.5 The hat nothing in this Lease constitutes or shall cons warranty that the Premises may lawfully be used for an s Lease.

5.6 The T at it has not entered into this Lease in reliance on any r y made by or on behalf of the Landlord.

6. **Notices**

6.1 Any n connection with this Lease must be in writing and sent t st or special delivery to or otherwise delivered to or left recipient under clause 6.2 or to any other address in the the recipient has specified as its address for service ten working days' notice under this clause 6.

6.2 A not

6.2.1 d liability partnership registered in the United ed at its registered office;

6.2.2 or incorporated in a country outside the United rved at the address for service in the United set out in the deed or document to which they uch address has been given at their last known Kingdom;

6.2.3 erved:

he Landlord, at any postal address in the United n from time to time for the registered proprietor mber set out in paragraph LR2.1 at the beginning r, if no such address is given, at its last known United Kingdom;

he Tenant, at the Premises;

A

M

P

L

E

S

the rents or comply with the Tenant's covenants supplemental documents to this Lease); and

9.1.3

Landlord as primary obligor to indemnify the losses, costs, damages and expenses caused to Tenant proposing or entering into any company, arrangement, scheme of arrangement or other scheme that may have the effect of impairing, compromising or frustrating the obligations of the Guarantor in this clause 9.

9.2 If the Tenant notifies the Guarantor within three months of the date of the disclaimer or forfeiture of this Lease or the registration of the company, the Guarantor must, within ten working days of the date of the disclaimer or forfeiture, at the Guarantor's option either:

A

9.2.1

to pay the cost (including payment of the Landlord's costs) of the disclaimer or forfeiture of the Premises;

M

to discharge the obligations of the Guarantor under this Lease and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies and ending on the date when this Lease is terminated if the disclaimer, forfeiture or striking-off had taken effect on that date;

to pay the rent and other sums payable at the date of the disclaimer or forfeiture of which would be payable save for any such disclaimer, forfeiture or striking-off;

to pay the rent and other sums payable at the date of the next rent review date on the term commencement date if there is a rent review under this Lease that takes effect on the term commencement date that has not been reviewed at that date (with the rent being reviewed as at the date of the next rent review);

to pay the rent and other sums payable at the date of the next rent review date on each Rent Review Date under this Lease that falls on or after the term commencement date of the Lease and

to pay the rent and other sums payable at the date of the next rent review date on the same terms and conditions as this Lease; or

9.2.2

to pay the arrears of the rents, any outgoing and all other sums due under this Lease plus the amount equivalent to the total of the arrears of the rents, any outgoing and all other sums due under this Lease that would have been payable had the disclaimer, forfeiture or striking-off not taken effect during the period of 6 months following the disclaimer, forfeiture or striking-off.

9.3 If the Guarantor indemnifies the Tenant in respect of the grant of the lease, the Guarantor must pay the Landlord's costs (on a full and final basis) in respect of the grant of the lease.

P

9.4 If the Guarantor indemnifies the Tenant in respect of the grant of the lease, the Guarantor must, on receipt of the payment in full, the Landlord must release the Tenant from its future obligations under this clause 9 (but not its rights in relation to any prior breaches).

9.5 The Guarantor's obligations under this clause 9 shall not be reduced or discharged by:

any reason to enforce in full, or any delay in the enforcement of, any right against, or any concession allowed to the Guarantor by any third party;

the Guarantor exercising any right or remedy against the Tenant or the Tenant failing to pay the rents due under this Lease or observe the covenants under this Lease;

E

S

- c) any m... accept any rent or other payment due u
- d) any v... except that a surrender of part will end t... bility in respect of the surrendered part);
- e) any ... interclaim that the Tenant or the Guar
- f) any c... ty or change in the constitution or statu... rantor or of any other person who is liab
- g) any ... er by any party with any other perso... the acquisition of the whole or any part... taking of any party by any other perso
- h) the e... in relation to the Guarantor of an Act o
- i) anyth... ease by the Landlord by deed.

9.6 The Guarantor mu... etition with the Landlord in the insolvency of the... take any security, indemnity or guarantee from the... e Tenant's obligations under this Lease.

9.7 The Guarantor sha... ure obligations under this Lease at the earlier of:

- a) The date th... res;
- b) The date th... m the tenant covenants under this Lease pursu... Tenant (Covenants) Act 1995; or
- c) The date th... e Guarantor in accordance with clause 9.4 o

10. **[Tenant Option to Extend**

10.1 If the Tenant elects... ion, then the Tenant shall provide the Landlord with v... than the date which is <<earliest notice can be serve... g. 12 or 9 months>>_____ (__) months prior to the... of the Lease but no later than the date which is <<las... pise option e.g. 6 or 3 months>> _____ (__) mont... n of the term of this Lease. If the Tenant fails to pro... Tenant shall have no further or additional right to ex... of this Lease.

10.2 The said option sha... d shall be personal to the Tenant.]

11. **Applicable Law and Juris**

11.1 This Lease and any... ons arising out of or in connection with it will be govern... d and Wales.

11.2 Subject to clause 1... n this Lease requiring a dispute to be settled by an e... the courts of England and Wales have exclusive juris... pute arising out of or in connection with this Lease, incl... on-contractual obligations.

11.3 Any party may see... the courts of England and Wales

A

M

P

L

E

arising
contract

with this Lease, including in relation to any non-
court of competent jurisdiction.

THIS LEASE has been made and delivered on the day on which it has been
dated

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

S

A

M

P

L

E

S

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 tenant signs)

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

E

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

Director _____

Director/Secretary _____

OR (alternative clause)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative clause)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause for an individual)

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

Signature: _____

S

A

M

P

L

E

<<affix seal here>>

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

S

A

M

P

L

E

S

nts Granted to the Tenant

1. The right to
mains for the
oil, telephone
similar supp

Conduits connecting the Premises to the public
air, foul and surface water drainage, electricity,
communications, internet, data communications and
to the Premises.

2. The right to
by the Landl

the Premises from any adjoining premises owned

3. [The right in

rd and all others authorised by the Landlord to:

a) use for
the P
Land
attac

gaining access on foot only to and egress from
courtyards and emergency escapes within the
property [which are shown edged green on the plan

b) use for
with
Prop

gaining access to and egress from the Premises
estate roads within the Landlord's Neighbouring
edged blue on the plan attached to this Lease];

c) <<ins

ights to be granted to the Tenant>>.]

4. [Except as r
neighbouring
Wheeldon v

ant of this Lease does not include any right over
2 of the Law of Property Act 1925 and the rule in
this Lease.

A

M

P

L

E

1. The right to the passage of foul and surface water drainage, electricity, oil, telephone, heating, gas, internet, data communications and similar supplies or utilities through the Conduits at the Premises;
2. The right to enter the Premises to:
 - a) review or measure the performance of the Premises including to install and to modify equipment within or relating to the Premises and to prepare an Environmental Performance Report;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work cannot be carried out without entry onto the Premises, the right to enter them 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 (in its Environmental Performance Report) consents, the right to enter the Premises to carry out any works to improve their Environmental Performance.]
5. The right to enter the Premises or required to do under this Lease with this Lease provided that:
 - a) give the Tenant at least 14 days prior notice (except in the case of an emergency, when the notice is as reasonably practicable);
 - b) observe the Tenant's Environmental Performance Report and where that includes being accompanied by the Tenant's representative available to the Landlord;
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out any works, obtain the Tenant's approval to the location, method of working, hours of working, and execution of the works;
 - h) remain upon the Premises only where it is reasonably necessary; and
 - i) where reasonably practicable, exercise the Landlord's rights outside the normal business hours of the Premises.

S

A

M

P

L

E

S

6. [The right to right of access for equipment on the roof of the Premises and a route as the Landlord may require.]

7. The right to on any adjoining premises (or permit others to do so) as the Landlord in its absolute discretion whether or not these works interfere with the flow of light and air and the right in connection with those works to underpin and shore up the Landlord:

- a) giving the works to be carried out;
- b) consulting the Landlord as to the management of potential interference;
- c) taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
- d) taking steps to ensure that the works comply with current standards of construction and workmanship;
- e) taking steps to avoid or reduce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions and recommendations;
- f) making good any damage to the Premises or its contents.

8. The right, with the Landlord's consent, to place scaffolding on the Premises in connection with the carrying out of works rights under this Lease provided that:

- a) any damage to the Premises is repaired as soon as reasonably practicable, with any necessary works to the exterior of the Premises made good;
- b) the scaffolding is removed as soon as is reasonably practicable to the end of the works and the obstruction as is reasonably practicable to the Premises;
- c) the scaffolding does not display any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) or any sign by the scaffolding) unless the Tenant has obtained the Landlord's consent;
- d) if the scaffolding obstructs or interferes with the signage is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.

9. The right to use the Premises and without any restriction or conditions signifying or neighbouring premises any restrictions or conditions signifying upon the Tenant.

10. The right to use the Premises for any adjoining premises owned by the Landlord from the Premises.

11. All rights of reservation) which now exist or that might (but for this reservation) exist on any other land.

A

M

P

L

E

This Schedule contains

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 permit or licence in writing accompanied by all information required to determine the suitability of the material in question to the Tenant's business and will be kept in accordance with relevant legislation.
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 the purposes of loading or unloading overnight, unless it is reasonably necessary for the business and no vehicles may remain on the estate roads within the Landlord's Neighbouring Property.
7. To comply with all reasonable requirements 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 only in accordance with the laws and in consultation with the Local Authority and the Landlord.
9. Not to overload any structure or equipment at the Premises nor any structure or equipment on the Premises nor any machinery or equipment at the Premises.
10. Not without the Landlord's consent to allow any item to be stored or left on any open land including tools, machinery or refuse.

S

A

M

P

L

E

S

Rent Review Provisions

1. The Annual Rent payable by the Tenant in every Review Date. The amount of the Annual Rent shall be the greater of the Annual Rent which was payable on the Relevant Review Date and the Open Market Rent as at that date.
2. The Landlord shall agree the amount of the Open Market Rent before each Review Date. For any reason (whether or not for any reason) the Open Market Rent shall not have been unconditionally agreed by the Landlord on a date which is three months before the Relevant Review Date, the Tenant may at any time thereafter (whether before or after the Review Date) by notice in writing to the other party require that the amount of the Open Market Rent be referred to an Independent Expert provided that the Landlord and Tenant so agree the determination of the Open Market Rent shall be referred to Arbitration.
3. The Independent Expert shall:
 - 3.1 act as an arbitrator;
 - 3.2 invite the Landlord and Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Landlord and Tenant an opportunity to make counter proposals;
 - 3.4 give his decision on the Open Market Rent, which will be binding on the parties.
4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in equal shares. In the event that the Independent Expert shall determine or in the event that the Independent Expert's decision is given equally between the Landlord and the Tenant.
5. If the Open Market Rent is not ascertained by any Relevant Review Date:
 - 5.1 the Tenant shall continue to pay the Annual Rent to the Landlord until the date when the Open Market Rent is ascertained; the Annual Rent at the yearly rate payable for the period from the Relevant Review Date;
 - 5.2 upon the date when the Open Market Rent is ascertained the Landlord will demand the difference (if any) between the Annual Rent actually payable from such Relevant Review Date and the Annual Rent which would have been payable had the Annual Rent been ascertained before the date when the Open Market Rent is ascertained;
 - 5.3 the Tenant shall pay the difference to the Landlord within 10 working days after the date when the Open Market Rent is ascertained at the base rate of Barclays Bank plc calculated on a daily basis. Payment of that difference from the date on which it becomes payable to the date of payment. If not paid within that period it shall be treated as rent in arrear.
6. When the Open Market Rent is ascertained pursuant to the provisions of this Schedule, the Landlord shall complete a memorandum (in duplicate) of the yearly rate of the Open Market Rent payable under this Lease from the Relevant Review Date to the date when the Open Market Rent is ascertained. The memorandum shall be signed by or on behalf of the Landlord.
7. Time is not of the essence in relation to the taking of any steps under this Schedule.

A

M

P

L

E