

# SAMPLE

<b>LR1. Date of lease</b>	<<Insert date in full>>
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>>  <b>LR2.2 Other title numbers</b> <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
<b>LR3. Parties to this lease</b> <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <i>a) The territory of incorporation</i> <i>b) The overseas company's registered office in the Companies House register</i> <i>the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2022. If the Landlord is an 'overseas entity' ID number</i> <i>c) Where the entity is not a company, the place of business and the registered number in the Companies House register</i> <i>Further details on overseas entities can be found in <a href="#">practice guide</a></i>	<b>Landlord</b> <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>>  <b>Tenant</b> <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>>  <b>Guarantor (if any)</b> <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>>  <b>Other parties</b> <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
<b>LR4. Property</b> <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is registered</i>	<b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b>  The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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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.

**LR5. Prescribed statements etc**

If this lease includes a statement in LR5.1, insert under that sub-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant Rules 2003.

This lease is made under, or by virtue of, provisions of:  
the Leasehold Reform Act 1967  
the Leasehold Reform Act 1985  
the Leasehold Reform Act 1988  
the Leasehold Reform Act 1996

**LR6. Term for which the Property is let**

Include only the appropriate statement (or statements completed) from the three options below.

NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant Registration Rules 2003.

including the commencement date>>

including the expiry date>>

as specified in this lease at clause/paragraph << >>

as follows:  
term>>

**LR7. Premium**

Specify the total premium, including VAT where payable.

premium or "none">>

**LR8. Prohibitions or restrictions on disposing of this lease**

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

# SAMPLE

## LR9. Rights of acquisition

*Insert the relevant provisions of the lease clauses or refer to the relevant 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 in the lease by the Landlord other than the Property

*Insert the relevant provisions of the lease clause, schedule or part in this lease which contain the covenants*

None

## LR11. Easements

*Refer here only to the relevant 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 charged on the Property

*Refer here only to the relevant paragraph of a schedule which sets out the rent charged*

None

## LR13. Application for restriction

*Set out the full text of the restriction and the title entered. If you wish to use the standard form of restriction, refer to the relevant paragraph of a schedule*

N/A

apply for each of them, tell us who they are, and the title against which title and set out the restriction you are applying.

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

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

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

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

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

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

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

**1. Definitions and Interpretation**

1.1 In this Agreement, the following terms shall have the following meanings:

text otherwise requires, the following definitions shall apply:

<b>'Act of Insolvency'</b>	means	
	(a) the making of a voluntary arrangement or arrangement for the benefit of any guarantor;	
	(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;	
	(c) the making of an application for the appointment of an administrator, or the making of an appointment of an administrator in relation to the Tenant or any guarantor;	
	(d) the receipt by a receiver or manager or an administrative receiver of the property or income of the Tenant or any guarantor;	
	(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction of a solvent company in respect of	

		<p>any declaration of solvency has been filed with the companies;</p> <p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>of the Tenant or any guarantor from the Register of the making of an application for the Tenant or any struck-off;</p> <p>any guarantor otherwise ceasing to exist (but the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy of the Tenant or any guarantor.</p> <p>ove shall apply in relation to a partnership or limited defined in the Partnership Act 1890 and the Limited 2007 respectively) subject to the modifications referred in the Partnerships Order 1994 (SI 1994/2421) (as limited liability partnership (as defined in the Limited Partnerships Act 2000) subject to the modifications referred to in the Partnerships Regulations 2001 (SI 2001/1090) (as</p> <p>cludes any analogous proceedings or events that pursuant to the legislation of another jurisdiction in relation to a guarantor incorporated or domiciled in such relevant</p>
<b>‘Annual Rent’</b>		<p>rent&gt;&gt; per year exclusive of VAT as reviewed under the</p>
<b>‘Arbitration’</b>		<p>under the Arbitration Act 1996 by a single arbitrator appointed by the Landlord and Tenant or in default of agreement appointed by the Chief Officer or acting Chief Officer) for the time being of the Institution of Chartered Surveyors on the written instructions of the Landlord or the Tenant;</p>
<b>‘Conduits’</b>		<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, gas, telecommunications and similar supplies or utilities;</p>
<b>‘Energy Performance Certificate’</b>		<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>
<b>‘Environmental Performance’</b>		<p>the following:</p> <ul style="list-style-type: none"> <li>consumption of energy and associated generation of greenhouse gas emissions;</li> <li>consumption of water;</li> <li>pollution and management; and</li> </ul>

	Environmental impact arising from the use or operation of the Premises;
<b>'Independent Expert'</b>	Independent valuer agreed by the Landlord and Tenant or in default, the valuer nominated by the President (or the Chief Officer or the Secretary) for the time being of the Royal Institution of Chartered Surveyors at the written request of the Landlord or the Tenant;
<b>'Insurance Reimbursement'</b>	<p>the Landlord of:</p> <p>the Premises insured in accordance with the Landlord's obligations under this Lease;</p> <p>the loss of Annual Rent;</p> <p>the Landlord's public or third-party liability; and</p> <p>the costs of the Premises for insurance purposes from any excess or deductible under any insurance policy which the Landlord incurs or will incur in reinstating the Premises after destruction or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following destruction by an Insured Risk to the Premises because of the Landlord's act or failure to act; and</p> <p>any increased premiums that the insurers may require the Landlord to pay for the carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the Premises;</p>
<b>'Insured Risks'</b>	fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, falling articles, vibration, impact by any articles dropped from them, impact by vehicles, and any other risks which are generally available on normal commercial terms in the market at the time the insurance is taken out, and excluding any exclusions, limitations and exclusions of which the Landlord reasonably insures from time to time; and the Tenant shall be bound by all cases to any excesses, limitations and exclusions of the insurers;
<b>'Interest'</b>	the rate of <<rate of interest on outstanding payments of the Rent per year above the base rate for the time being of the Bank of England or (if base rate or that bank ceases to exist) a rate of interest as may be notified by the Landlord to the Tenant;
<b>'Landlord'</b>	the person or persons entitled to the immediate reversion to this Lease;
<b>'Landlord's Neighbouring Premises'</b>	any buildings owned by the Landlord near to the Premises;

Property'		
<p><b>'Open Market Rent'</b></p>	<p>means the year expected to be achieved by a willing tenant on a fine or premium basis if the Term remaining is less than five years as at the Review Date</p> <p>(a) that the Premises (if damaged) are in good repair;</p> <p>(b) that the Tenant has complied with the obligations in this Lease and that there has been a material or persistent breach of the Landlord's obligations;</p> <p>(c) that the Premises are permitted to be used for the purposes permitted by the relevant planning authorities;</p> <p>(d) that on the Review Date the Tenant will receive the same period, rent concession or any other inducement as might be negotiated in the open market for the lease payable after the end of that period or</p> <p>and on a lease containing the same terms and provisions in relation to the review of the rent as this Lease (including the provisions for the review of the rent) other than:</p> <p>(a) the amount of the rent;</p> <p>(b) any rent-free period or any other inducement received by the Tenant;</p> <p>(c) any break clause;</p> <p>(d) &lt;&lt;any other term or condition there being deemed to be of no effect;</p> <p>(a) the fact that the Tenant or any predecessor in title has carried on any business;</p> <p>(b) any goodwill or reputation of the business carried on by them or their predecessors;</p> <p>(c) any special interest in the Premises or any adjoining premises;</p> <p>(d) any improvement or alteration made by the Tenant or any predecessor in title or the Landlord;</p> <p>(e) any reduction in the rent payable by the Tenant or any predecessor in title or the Landlord;</p> <p>(f) any reduction in the rent payable by the Tenant or any predecessor in title or the Landlord;</p>	<p>premises as a whole might be achieved by a willing landlord to let the Premises in vacant possession and without any other inducement equivalent to the [Term] [residue of the term then remaining is less than five years] but starting on the Relevant Review Date</p> <p>mediate occupation and use and the Premises are restored;</p> <p>the Tenant's obligations in this Lease and that there has been a material or persistent breach of the Landlord's obligations;</p> <p>let and used for the uses permitted by the relevant planning authorities</p> <p>al lease the willing tenant will receive the same period, rent concession or any other inducement as might be negotiated in the open market for the lease payable after the end of that period or</p> <p>contain the same terms and provisions in relation to the review of the rent (including the provisions for the review of the rent) other than:</p> <p>on or any other inducement received by the Tenant to the grant of this Lease;</p> <p>d</p> <p>rent of:</p> <p>ful sub-tenant or their respective occupation of the Premises;</p> <p>ses due to the carrying on there of any lawful sub-tenant (whether by the Tenant or any predecessor in title or the Landlord);</p> <p>or any other party with a special interest in the Premises or any adjoining premises by reason of its occupation of the Premises;</p> <p>out during the Term by the Tenant or any predecessor in title or the Landlord at their own expense with the consent of the Landlord in pursuance of an obligation to the Landlord in title;</p> <p>o works that have been carried out by the Tenant or any predecessor in title or the Landlord;</p> <p>o any temporary works, or any other works, carried out by adjoining premises;</p>

<b>‘Permitted Use’</b>	means use as a garage or workshop within use classes [B and E(g)] of the Town and Country Planning (Use Classes) Order 1987;
<b>‘Premises’</b>	means use as a garage or workshop within use classes [B and E(g)] of the Town and Country Planning (Use Classes) Order 1987;
<b>‘Rent’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Rent Commencement Date’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Rent Days’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Review Date’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Surveyor’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Tenant’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Term’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Title Matters’</b>	as defined in paragraph LR4 at the beginning of this Lease;
<b>‘Underletting Requirements’</b>	as defined in paragraph LR4 at the beginning of this Lease;

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ase contains provisions for change of use and responding to those in this Lease;

ase contains provisions for review of the rent underlease on the basis and dates on which the to be reviewed under this Lease;

ase contains provisions prohibiting dispositions of s with the underlet premises other than an charge of the whole and then only with the prior of the Landlord;

d shall receive a direct covenant from the observe and perform all the tenant's covenants in

ase contains provisions requiring the undertenant onal rent the whole of the Insurance Rent and other g the Annual Rent, payable by the Tenant under this

ase contains any other provisions that are ing regard to the terms of this Lease and the nature Underlease;

'VAT'

constituted by the Value Added Tax Act 1994 (and expressly stated references to rent or other monies ant are exclusive of any VAT charged or chargeable).

- 1.2 Unless requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
- 1.2.2 reference to any day other than a Saturday, Sunday day in England and Wales;
- 1.2.3 on of a statute is a reference to that statute or or re-enacted at the relevant time;
- 1.2.4 reference to this Agreement and each of the d or supplemented at the relevant time;
- 1.2.5 rule to this Agreement; and
- 1.2.6 is a reference to a clause of this Agreement (other t a paragraph of the relevant Schedule.
- 1.3 In thi
- 1.3.1 person includes a natural person, corporate or whether or not having separate legal personality);
- 1.3.2 ngular number include the plural and vice versa;
- 1.3.3 ender include any other gender;
- 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, any occupier of the Premises and their respective

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

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

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

2. **Demise and**

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

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

2.2.2 to time the Insurance Rent;

2.2.3 om the Tenant to the Landlord under this Lease;

2.2.4 er this Lease.

3. **Tenant's Co**

3.1 The e Landlord:

3.1.1 times and in the manner stated without any legal , set-off or counterclaim unless required by law.

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

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

VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

3.1.4 e Landlord against all charges incurred relating to and surface water drainage, electricity, oil,

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communications, internet, data communications or utilities supplied to the Premises (including all meter rents).

3.1.5 [redacted] relief because it has been allowed during the [redacted] make good that loss to the Landlord on demand.

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3.1.6 [redacted] in good and substantial repair and condition and [redacted] not where damage results from any of the risks [redacted] andlord has insured under Clause 4.1.2 unless [redacted] insurance money is refused by reason of any act, [redacted] the Tenant).

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3.1.7 [redacted] all floor coverings in the Premises as often as [redacted] and, in the final three months of the Term, renew [redacted] floor coverings of a colour and quality first [redacted] ord.]

3.1.8 [redacted] de and the inside of the Premises as often as is [redacted] and also in the last three months before the end [redacted] nges in the external colour scheme must first be [redacted] ord. All decoration must be carried out in a good [redacted] ing good quality materials that are appropriate to [redacted] de all appropriate preparatory work.

3.1.9 [redacted] the Premises which are not built upon clean and [redacted] ruction.

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3.1.1 [redacted] :  
[redacted] n the Premises to the Landlord in the repair and [redacted] required by this Lease;

[redacted] Landlord so requires, to remove all items the [redacted] s fixed to the Premises, remove any alterations the [redacted] s made to the Premises and make good any [redacted] used to the Premises by that removal;

[redacted] move all the Tenant's possessions from the [redacted] and

[redacted] d over to the Landlord all documents held by the [redacted] ating to health and safety matters including (but [redacted] to) health and safety assessments, asbestos [redacted] d reports, fire risk assessments and reports, and [redacted] relating to electrical and gas systems.

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3.1.1 [redacted] the Term, any of the Tenant's possessions remain [redacted] the Tenant fails to remove them within <<e.g. 7 [redacted] uested in writing by the Landlord to do so:

[redacted] may as the agent of the Tenant sell the

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[redacted] must indemnify the Landlord against any liability [redacted] o any third party whose possessions have been [redacted] dlord in the mistaken belief that the possessions [redacted] e Tenant; and

[redacted] must pay to the Tenant the sale proceeds after [redacted] costs of transportation, storage and sale incurred [redacted] l.

3.1.1

at all reasonable times on reasonable prior notice to enter and inspect the Premises and:

or its agents or Surveyor gives to the Tenant (or Premises) notice of any repairs or maintenance which has failed to carry out or of any other failure by which the Tenant is not to comply with its obligations under this Lease, to require the Tenant to remedy such failure in accordance with a period of two months from the date of the notice (or if required); and

if the Tenant does not comply with clause 3.1.12 a), to permit the Landlord 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

the Landlord is entitled to exercise any right to enter the Premises to carry out repairs, contractors, agents and professional advisors, and to enter the Premises at any reasonable time (whether or not during the Term) and, except in the case of an emergency after giving reasonable notice (which need not be in writing) to the Tenant.

3.1.1

the Landlord on demand on an indemnity basis all costs, expenses and other expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which would be payable by the Landlord) in connection with or in consequence of the exercise of the rights conferred by this clause.

the Tenant's obligations of this Lease;

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

the Tenant's obligation to give notice by the Tenant for consent under this Lease, if such application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent.

the Tenant's obligation to carry out works to the Premises to improve their condition and Performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

the Tenant's obligation to give notice and service of a schedule of dilapidations served on the Tenant within six months after the end of the Term.

3.1.1

the Tenant's obligation not to use the Premises for any illegal or immoral purpose;

the Tenant's obligation not to use the Premises as sleeping accommodation or for any other purpose;

the Tenant's obligation not to carry on at the Premises any offensive, noisy or otherwise objectionable trade, business, manufacture, occupation or use.

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all laws relating to the Premises or to the Tenant's  
ation of the Premises;

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ays of receipt by the Tenant of any notice or other  
affecting the Premises to send a copy to the  
without delay to take all necessary steps to comply  
or other communication and take any other action  
with it as the Landlord acting reasonably may

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t planning permission in relation to the Premises  
r written consent of the Landlord;

any planning permissions relating to or affecting

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n the Construction (Design and Management)  
15 and before commencing any works to make a  
n under Regulation 4(8) to the effect that the  
only client for the purposes of the Regulations, to  
lord a copy of the election and to fulfil the  
he client;

remises equipped with all fire prevention detection  
equipment which is required by law or by the insurers  
s or reasonably required by the Landlord and to  
equipment and allow the Landlord to inspect it from

ndlord promptly of any defect or disrepair in the  
may make the Landlord liable under any law or  
e; and

prior written consent of the Landlord to apply for  
ormance Certificate in respect of the Premises.

3.1.2

or easements to be acquired over the Premises.  
ay result in the acquisition of a right or easement:

st notify the Landlord; and

st help the Landlord in any way that the Landlord  
event that acquisition so long as the Landlord  
ant's costs and it is not adverse to the Tenant's  
sts to do so.

3.1.2

on:

Premises on trust for another;

another to occupy the whole or any part of the

n or share the possession or occupation of the  
art of the Premises;

he whole or any part of the Premises;

art only of the Premises;

he Premises as a whole without the prior written  
Landlord, provided that the Landlord may as a  
giving consent require compliance with the  
ause 3.1.23;

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part only of the Premises; and

the Premises as a whole without the prior written consent of the Landlord provided that the Landlord may as a condition of giving consent impose one or more of the requirements.

3.1.2 The Landlord may impose in relation to an assignment of the Premises the following conditions, namely:

The assignee is not someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of a former tenant of this Lease under an authorised assignment;

The assignee enters into an agreement guaranteeing that the assignee will perform all the tenant's covenants in this Lease (an "Assignment Guarantee Agreement") in such form as the Landlord may reasonably require;

The assignee is in the Landlord's reasonable opinion of sufficient financial standing to enable it to comply with the covenants and conditions contained in this Lease;

The assignee enters into a deed of standing acceptable to the Landlord acting as a guarantor and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

The assignee enters into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing for a deposit of not less than <<e.g. six>> months' Annual Rent (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's covenants in this Lease with a charge over the deposit; and

The assignee pays all arrears of the Annual Rent or any other sums due under this Lease and that any material breach of covenant by the Tenant has been remedied.

3.1.2 The Landlord reserves the right at any time during the Term to enter the Premises to view a suitable part of the Premises a notice for re-letting and to show the Premises to potential tenants and buyers to view the Premises (accompanied by the Landlord or its agents).

3.1.2 The Tenant shall:

comply with the requirements of the Landlord's insurers and shall not do anything which could invalidate any policy;

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 The Tenant shall pay the cost of all taxable supplies made to the Tenant in this Lease on the due date for making any payment or, if the supply is made for VAT purposes.

3.1.2 The Tenant shall be obliged, under or in connection with this Lease, to reimburse any other person any sum by way of a refund or

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amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or Tenant is entitled to a credit for such VAT under the Value Added Tax Act 1990.

3.1.22 The Tenant shall indemnify the Landlord against all actions, claims, damages, costs and expenses, charges and costs incurred by the Landlord or third party, all costs, damages, expenses, charges and costs incurred by the Landlord or third party and the Landlord's own liabilities, costs and expenses 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.

3.1.23 The Landlord shall not be covered by the indemnity in clause 3.1.22, the

Landlord shall require the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

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

(c) the Landlord shall require the Tenant (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.1.30 The Landlord shall comply with the 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.

3.1.31 The Landlord shall pay to the Landlord a fair proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and cleaning, and in lighting any Conduits, structures or other items which are capable of being used by the Premises in common.

3.1.32 The Landlord shall, on any assignment, transfer, underlease or charge of the Premises or by the Tenant, any undertenant or any other person, provide a certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

3.1.33 The Landlord shall, from the date of compulsory registration at the Land Registry, from the date of this Lease to apply to the Land Registry to register the Land and once the registration has been completed to provide a copy of the relevant titles to the Landlord.

3.1.34 The Landlord shall, on delivery to the Landlord the original of this Lease, provide the Landlord with the documents as the Landlord reasonably requires to close the Land and to remove entries in relation to it noted against the relevant title.

3.1.35 The Landlord shall, if any guarantor of the Tenant's obligations under the Lease is insolvent and if the Landlord so requires to procure

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#### 4. Landlord's

4.1 The Landlord shall, at the request of the Tenant:

4.1.1 ensure that the Tenant is not prevented from paying the rents and other sums due and obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the person claiming under or in trust for the Landlord permitted by the Lease.

4.1.2 ensure that the Tenant is not prevented from recovering (other than any plate glass at the Premises) the full amount payable by the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Tenant is not subject to any such limitation:

4.1.2.1 the sum being available in the London insurance market on terms acceptable to the Landlord; and

4.1.2.2 the sum being free of any such exclusions or limitations as the insurers may

4.1.3 ensure that the Tenant is not prevented from obtaining all necessary planning and other consents, to use the Premises for the purpose for which the money has been received (other than for loss of rent) to repair the Premises. The Landlord shall not be obliged to:

4.1.3.1 provide accommodation identical in layout or design so long as it is reasonably equivalent to that previously at the Premises; or

4.1.3.2 provide accommodation if the Tenant has failed to pay any of the rents due; or

4.1.3.3 provide accommodation if the Tenant has failed to use the Premises after a notice has been served under clause 4.2.

4.2 If, following the destruction of the Premises, the Landlord considers that it is not reasonable to reinstate the Premises, the Landlord may terminate this Lease by giving notice to the Tenant. On giving notice this Lease shall terminate without prejudice to any right or remedy of the Landlord in respect of each of the tenant covenants of this Lease. Any sums payable (other than any insurance for plate glass) shall belong to the Landlord.

#### 5. Provisos and

5.1 The provisions of

5.1.1 shall not apply if the length of time rent is allowed to be in arrears e.g. 3 months or becoming due (whether formally demanded or not)

5.1.2 shall not apply to this Lease; or

5.1.3 shall not apply to any tenancy

5.1.4 shall not apply to the Premises (or any part of them) at any time when this Lease will end (but this will not affect any right of the Landlord to

## 6. Notices

- |                |   |
|----------------|---|
| 5.2            | If the Premises or any part of the Premises is destroyed by any Insured Risk so as to be unfit for occupation or use by the Tenant, the insurance is not vitiated or payment of the insurance money wholly or in part through any act, neglect or default of the Tenant and a fair proportion of it will cease to be payable in the event of destruction for a period of three years or until the Premises are again occupied or used by the Tenant, whichever is the shorter period. |
| 5.3            | Nothing in this Lease shall release the Tenant from the benefit of any covenants, rights or conditions to which the Premises are subject.   |
| 5.4            | The Tenant acknowledges that no person who is not a party to this Lease has no right to enforce or rely on the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Lease.   |
| 5.5            | The Tenant warrants that nothing in this Lease constitutes or shall constitute a warranty that the Premises may lawfully be used for any purpose in connection with this Lease.   |
| 5.6            | The Tenant warrants that it has not entered into this Lease in reliance on any statement or representation made by or on behalf of the Landlord.  |
| <b>Notices</b> |   |
| 6.1            | Any notice or other communication in connection with this Lease must be in writing and must be sent by post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address if the recipient has specified as its address for service in writing 'working days' notice under this clause 6.   |
| 6.2            | A notice or other communication shall be served as follows:   |
| 6.2.1          | If the recipient is an individual liability partnership registered in the United Kingdom, it shall be served at its registered office;  |
| 6.2.2          | If the recipient is a company or incorporated in a country outside the United Kingdom, it shall be served at the address for service in the United Kingdom set out in the deed or document to which they are a party or if no such address has been given at their last known address in the United Kingdom;  |
| 6.2.3          | If the recipient is an individual, it shall be served at the address for service set out in the deed or document to which they are a party or if no such address has been given at their last known address in the United Kingdom;  |
| 6.3            | Any notice or other communication shall be served as served on the second working day after the date of the notice or other communication by post or special delivery or at the address for service set out in the deed or document under which they gave the guarantee; and if no such address is given, at its last known address in the United Kingdom.  |

## E

# SAMPLE

- |       |                    |   |
|-------|--------------------|---|
| 9.6   | [The               | before the grant of this Lease (or as the case        |
|       | may                | s contractually bound to enter into this Lease) the   |
|       | Land               | antor a notice in the form set out in schedule 1 to   |
|       | the R              | ess Tenancies) (England and Wales) Order 2003.        |
| 9.7   | The                | they made a [declaration in the form set out in       |
|       | para               | ration in the form set out in paragraph 8] of         |
|       | sche               | ]   |
| 9.8   | The                | f applicable, the person who made the declaration     |
|       | on th              | so with the Guarantor's authority.                    |
| 10.   | <b>[Guarantor'</b> |   |
| 10.1  | The                |   |
| 10.1. |                    | ndlord that the Tenant will comply with all the       |
|       |                    | this Lease. If the Tenant defaults, the Guarantor     |
|       |                    | and comply with those obligations;                    |
| 10.1. |                    | andlord as primary obligor, and separate to the       |
|       |                    | .1.1 above, to indemnify the Landlord against all     |
|       |                    | es and expenses caused to the Landlord by the         |
|       |                    | the rents or comply with the Tenant's covenants       |
|       |                    | supplemental documents to this Lease); and            |
| 10.1. |                    | Landlord as primary obligor to indemnify the          |
|       |                    | ses, costs, damages and expenses caused to the        |
|       |                    | ant proposing or entering into any company            |
|       |                    | , scheme of arrangement or other scheme having        |
|       |                    | he effect of impairing, compromising or releasing     |
|       |                    | tions of the Guarantor in this clause 10.             |
| 10.2  | If the             | he discretion notifies the Guarantor within three     |
|       | mont               | disclaimer or forfeiture of this Lease or the Tenant  |
|       | being              | of companies, the Guarantor must, within ten          |
|       | worki              | s option either:                                      |
| 10.2. |                    | a cost (including payment of the Landlord's costs)    |
|       |                    | ase of the Premises:                                  |
|       |                    | ng and taking effect on the date of the disclaimer    |
|       |                    | this Lease or the Tenant being struck off the         |
|       |                    | panies and ending on the date when this Lease         |
|       |                    | ded if the disclaimer, forfeiture or striking-off had |
|       |                    | ent and other sums payable at the date of the         |
|       |                    | claimer or which would be payable save for any        |
|       |                    | n;  |
|       |                    | nt review date on the term commencement date          |
|       |                    | se if there is a rent review under this Lease that    |
|       |                    | at term commencement date that has not been           |
|       |                    | with the rent being reviewed as at the date of the    |
|       |                    | review);  |
|       |                    | review dates on each Rent Review Date under           |
|       |                    | falls on or after the term commencement date of       |
|       |                    | and   |
|       |                    | e same terms and conditions as this Lease; or         |

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10.2. arrears of the rents, any outgoings and all other lease plus the amount equivalent to the total of the all other sums due under this Lease that would be of 6 months following the disclaimer, forfeiture or

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10.3 If clause 10.2 is not satisfied, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

10.4 If clause 10.2 is not satisfied, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 10 (but that release shall not affect the Landlord's rights in relation to any prior breaches).

10.5 The Guarantor's obligations shall not be reduced or discharged by:

a) any failure of the Guarantor to enforce in full, or any delay in enforcement of, any of its obligations or any concession allowed to the Tenant or any

b) any failure of the Landlord to exercise any right or remedy against the Tenant for any breach of its obligations due under this Lease or observe the Tenant's obligations under this Lease;

c) any failure of the Landlord to accept any rent or other payment due from the Tenant;

d) any failure of the Landlord to accept any surrender of the Lease (except that a surrender of part will end the Guarantor's liability in respect of the surrendered part);

e) any failure of the Landlord to counterclaim that the Tenant or the Guarantor may be liable to the Landlord;

f) any failure of the Landlord to discontinue any disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the

g) any failure of the Landlord to discontinue any merger by any party with any other person, any acquisition of the whole or any part of the assets or liability of any party by any other person;

h) any failure of the Landlord to discontinue any interference in relation to the Guarantor of an Act of God;

i) any failure of the Landlord to obtain a release by the Landlord by deed.

10.6 The Guarantor shall not be in competition with the Landlord in the insolvency of the Tenant or shall not make any security, indemnity or guarantee from the Tenant or its assets in respect of the Tenant's obligations under this Lease.

10.7 The Guarantor shall be released from its future obligations under this Lease at the expiration of the term of the Lease:

a) if the term of the Lease expires;

b) if the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or

c) if the Landlord releases the Guarantor in accordance with clause 10.4.

## 11. Applicable Law

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

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11.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

11.3 Any party may apply to the courts of England and Wales for an order of the courts of England and Wales with this Lease, including in relation to any non-contractual obligations, 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 of the common seal of <<Landlord's Name>> in the presence of

<<Affix seal here>>

Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative completion)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative completion)**

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

**OR (alternative completion)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative completion)**

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

**OR (execution clause)**

individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address \_\_\_\_\_

[Execution clauses]

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

<<affix seal here>>

Director

Director/Secretary

**OR (alternative completion)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative completion)**

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address \_\_\_\_\_

OR (execution clause) \_\_\_\_\_ an individual)

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

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

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

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## E

- SAMPLE**
- Rights Reserved to the Landlord**
1. The right to install, maintain, repair, replace, alter, extend, improve, upgrade, move, remove, disconnect, and/or disconnect, gas, air, foul and surface water drainage, electricity, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and to install, maintain, repair, replace, alter, extend, improve, upgrade, move, remove, disconnect, and/or disconnect, conduits, pipes, cables, ducts, and other infrastructure, within or adjoining or neighbouring premises through the Premises and the Landlord's Conduits at the Tenant's expense.
  2. The right to:
    - 2.1 review the Environmental Performance of the Premises including to install, maintain, repair, replace, alter, extend, improve, upgrade, move, remove, disconnect, and/or disconnect, equipment within or relating to the Premises and to prevent or reduce the risk of environmental damage;
    - 2.2 estimate the rebuilding cost of the Premises for insurance or other purposes;
  3. If the relevant works are reasonably necessary and can be reasonably and safely carried out without entry onto the Premises, the right to enter the Premises to:
    - 3.1 build, alter, extend, improve, upgrade, move, remove, disconnect, and/or disconnect, or party walls on or adjacent to the Premises; and
    - 3.2 inspect, maintain, repair, replace, alter, extend, improve, upgrade, move, remove, disconnect, and/or disconnect, or to demolish, rebuild or carry out other works upon any part of the Premises or the Landlord.
  4. [Where the Tenant's consent is required, the Tenant (or its agent or subcontractor) must, at its discretion) consents, the right to enter the Premises to carry out the works to improve their Environmental Performance.]
  5. The right to enter the Premises for anything that the Landlord is expressly entitled or required to do for or for any other reasonable purposes in connection with this Lease. The Landlord must:
    - 5.1 give the Tenant 'working days' prior notice (except in the case of emergency repairs and must give as much notice as may be reasonably practicable);
    - 5.2 observe the Tenant's privacy (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
    - 5.3 observe the Tenant's business as reasonably practicable;
    - 5.4 cause the Tenant's business as reasonably practicable;
    - 5.5 cause the Tenant's business as reasonably practicable;
    - 5.6 repair the Premises as soon as reasonably practicable;
    - 5.7 when carrying out the works, obtain the Tenant's approval to the location, method, timing, and other material matters relating to the preparation for, and carrying out of, the works;
    - 5.8 remain on the Premises no longer than is reasonably necessary; and
    - 5.9 when carrying out the works, exercise any rights outside the normal business hours.

6. [The right to use the roof of the Premises and a route as the Landlord may require.]
7. The right to carry out any construction, demolition, alteration or redevelopment on or about the Premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works do not materially interfere with the flow of light and air to the Premises and that the Tenant is to be kept in connection with those works to underpin and shore up the Premises and the Landlord:
- 7.1 giving notice of the works to be carried out;
  - 7.2 consulting the Landlord as to the management of potential interference;
  - 7.3 taking such steps as may be necessary to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
  - 7.4 taking such steps as may be necessary to ensure that the works comply with all relevant standards of construction and workmanship;
  - 7.5 taking such steps as may be necessary to reduce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions for limiting such interference;
  - 7.6 making good any damage to the Premises or its contents.
8. The right, with the consent of the Landlord, to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the works referred to in paragraph 7, subject to the Tenant's rights under this Lease provided that:
- 8.1 the scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
  - 8.2 the scaffolding is removed as soon as is reasonably practicable to the end of the works;
  - 8.3 the scaffolding is painted and decorated in a colour to be agreed with the Landlord and so as not to obstruct or interfere with any advertising displayed on it (except for any health or safety notices relating to any other tenant whose premises are adjacent to or near the Premises by the scaffolding) unless the Tenant has obtained the prior written consent of the Landlord;
  - 8.4 if the scaffolding is erected on the Premises, the Landlord shall be entitled to require the Tenant to ensure that the scaffolding is visible from the street.
9. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever upon the Tenant.
10. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever upon the Tenant.
11. All rights of the Tenant in the Premises that now exist or that might (but for this lease) exist.

S

1. Not without the Landlord's written consent to keep any inflammable, volatile, or dangerous substances on the Premises.

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2. To make any alterations to the Premises or to the structure of the Premises or to the material of the Premises or to the material of the Premises in accordance with the requirements of the Landlord.

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3. When requested by the Landlord to provide a copy of any document relating to the Premises or to the structure of the Premises or to the material of the Premises or to the material of the Premises in accordance with the requirements of the Landlord.

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4. To obtain, in connection with the Premises, any licence or registration which is required in connection with the Premises and to comply with the terms and conditions of the licence or registration and regulations relevant to the Permitted Use of the Premises.

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5. Not to obstruct or interfere with the use of the Premises or the Landlord's Neighbouring Property.

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6. No vehicles or goods or supplies or other chattels are to be allowed to remain in any service area within the Premises or for longer than is reasonably necessary for the purposes of the Premises and no vehicles may remain overnight.

7. To comply with any traffic regulations on the estate roads within the Premises.

8. Not to place or deposit any refuse or waste or refuse in the bins but to dispose of such waste or refuse in accordance with the byelaws and in consultation with the Local Authority.

9. Not to overload the Premises or any machinery or equipment at the Premises or serving the Premises.

10. Not without the Landlord's written consent to allow any item to be stored or left on the Premises or on any materials, tools, machinery or refuse.

## Rule – Regulations

1. Not without the Landlord's written consent to keep any inflammable, volatile, or dangerous substances on the Premises.

2. To make any alterations to the Premises or to the structure of the Premises or to the material of the Premises or to the material of the Premises in accordance with the requirements of the Landlord.

3. When requested by the Landlord to provide a copy of any document relating to the Premises or to the structure of the Premises or to the material of the Premises or to the material of the Premises in accordance with the requirements of the Landlord.

4. To obtain, in connection with the Premises, any licence or registration which is required in connection with the Premises and to comply with the terms and conditions of the licence or registration and regulations relevant to the Permitted Use of the Premises.

5. Not to obstruct or interfere with the use of the Premises or the Landlord's Neighbouring Property.

6. No vehicles or goods or supplies or other chattels are to be allowed to remain in any service area within the Premises or for longer than is reasonably necessary for the purposes of the Premises and no vehicles may remain overnight.

7. To comply with any traffic regulations on the estate roads within the Premises.

8. Not to place or deposit any refuse or waste or refuse in the bins but to dispose of such waste or refuse in accordance with the byelaws and in consultation with the Local Authority.

9. Not to overload the Premises or any machinery or equipment at the Premises or serving the Premises.

10. Not without the Landlord's written consent to allow any item to be stored or left on the Premises or on any materials, tools, machinery or refuse.

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## Rent Review Provisions

1. The Annual Rent payable by the Tenant on every Review Date. The amount of the Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as determined by the Independent Expert.
2. The Landlord and the Tenant shall agree the amount of the Open Market Rent before each Review Date. If for any reason the Open Market Rent shall not have been agreed by the Relevant Review Date which is three months before the Relevant Review Date, the Tenant may at any time thereafter (whether before or after the Relevant Review Date) by notice in writing to the other party require the Open Market Rent be referred to an Independent Expert and so agree the determination of the Open Market Rent will instead be determined by the Independent Expert.
3. The Independent Expert shall:
  - 3.1 act as an arbitrator;
  - 3.2 invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
  - 3.3 give the Landlord an opportunity to make counter submissions;
  - 3.4 give his decision, which will be binding on the parties.
4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in the proportion that the Independent Expert shall determine or in the event that no determination is given equally between the Landlord and the Tenant.
5. If the Open Market Rent has not been 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 has been ascertained, and the Annual Rent at the yearly rate payable for the period from the Relevant Review Date;
  - 5.2 upon the Open Market Rent being ascertained, the Annual Rent actually payable from such Relevant Review Date and the Landlord will demand the difference (if any) between the Annual Rent actually paid and the amount that would have been payable if the Annual Rent had been ascertained before the Relevant Review Date;
  - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date of demand the sum of the difference between the base rate of Barclays Bank plc calculated on a daily basis and the rate of interest payable on a daily basis of that difference from the date on which each instalment of that difference is payable to the date of payment. If not paid those sums shall be in arrears.
6. When the Open Market Rent has been ascertained pursuant to the provisions of this Schedule, the Landlord and the Tenant shall complete a memorandum (in duplicate) of the yearly Open Market Rent under this Lease from the Relevant Review Date to the date of completion of the memorandum by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence of the taking of any steps under this Schedule.

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