

<p>LR1. Date of lease</p>
<p>LR2. Title number(s)</p>
<p>LR3. Parties to this lease</p> <p><i>Give full names, addresses and registered number, if any, of all parties. For Scottish companies add an SC prefix and for limited liability partnerships add an OC prefix. For foreign companies add the territory in which incorporated.</i></p>
<p>LR4. Property</p> <p><i>Insert a full description of the property leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the property being leased is more fully described</i></p> <p><i>Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.</i></p>

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<p>date in full>></p>
<p>Landlord's title number(s)</p> <p><i>Enter the title number(s) out of which this lease is granted. If not registered, enter the title number(s) of the land on which the lease is granted.</i></p> <p>Landlord's title number(s)>></p>
<p>Other title numbers</p> <p><i>Enter the title number(s) against which entries of lease have been referred to in LR9, LR10, LR11 and LR13 have been made.</i></p> <p>Other title number(s)>></p>
<p>Name of Landlord>></p> <p>Address of Landlord>></p> <p>Company number>></p> <p>Name of Tenant>></p> <p>Address of Tenant>></p> <p>Company number>></p> <p>Name of Guarantor (if any)>></p> <p>Name of Guarantor>></p> <p>Address of Guarantor>></p> <p>Company number>></p> <p>Other parties</p> <p><i>Enter the name and capacity of each party, for example "agent company", "guarantor", etc.</i></p> <p>Name of other party>></p> <p>Address of other party>></p> <p>Company number>></p>
<p>Effect of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail.</p> <p>Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>></p>

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<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions which do not apply to this lease.</i></p>	<p><i>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><i>including commencement date>></i></p> <p><i>including expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the land</i></p>

SAMPLE

	tenant's covenant to (or offer to) this lease
	landlord's contractual rights to acquire
LR10. Restrictive covenants granted by the Landlord in respect of the Property other than the Property <i>Insert the relevant provisions or clause, schedule or paragraph of this lease which contains the provisions</i>	
LR11. Easements <i>Refer here only to the clause, paragraph of a schedule in this lease which sets out the easements.</i>	Easements granted by this lease for the benefit of the Property Easements granted or reserved by this lease for the benefit of the Property for the benefit of other
LR12. Estate rentcharge burdened on the Property <i>Refer here only to the clause, paragraph of a schedule in this lease which sets out the rentcharge.</i>	
LR13. Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is entered. If you wish to apply for more than one standard form of restriction, you may do so by applying for each of them. If you are applying against which title and the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</i>	
LR14. Declaration of trust where the Property is held by more than one person. They are to	

more than one person complete as joint
Tenant

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

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

Property on trust for themselves as joint

nt is more than one person. They are to
Property on trust for themselves as
common in equal shares.】

nt is more than one person. They are to
Property on trust <<Complete as
>>】

1. Definitions and Interpretation

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

‘Act of Insolvency’

means

(a)

step in connection with any voluntary arrangement or compromise or arrangement for the benefit of the Tenant or any guarantor;

(b)

application for an administration order or the making of an administration order in relation to the Tenant or

(c)

of intention to appoint an administrator, the presentation 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

(d)

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

(e)

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

(f)

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

(g)

an application by the Tenant or any guarantor from the court for an order for the making of an application for the winding-up of the Tenant or to be struck-off;

(h)

an application by a guarantor otherwise ceasing to exist (but not the Tenant or any guarantor dies); or

(i)

an application for a bankruptcy order, the making of an application for a bankruptcy order or the making

‘Annual Rent’

me per year exclusive of VAT;

‘Conduits’

me
sur
tele
sup

transmission of water, gas, air, foul and
electricity, oil, telephone, heating,
et, data communications and similar

‘Insurance Rent’

me
(a)
(b)
(c)
(d)

ord of:
sured in accordance with the
this Lease;
Annual Rent;
r third party liability; and
he Premises for insurance purposes

and

(e)
(f)
(g)

s or deductible under any insurance
ncurs or will incur in reinstating the
truction or damage by an Insured Risk;
unt that the insurers refuse to pay
truction by an Insured Risk to the
e Tenant’s act or failure to act; and
ed premiums that the insurers may
carrying out or retention of any
he Tenant’s or any lawful occupier’s

‘Insured Risks’

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including subterranean fire), lightning,
sidence, landslip, heave, earthquake,
pipes, tanks or apparatus, impact by
es and any articles dropped from them,
m, riot, civil commotion and malicious
each case, that cover is generally
rcial terms in the UK insurance market
taken out, and any other risks against
ably insures from time to time, subject
es, limitations and exclusions imposed

'Interest'	me of <<rate of interest on outstanding pa ent per year above the base rate for the tim ank plc or (if base rate or that bank ce nable equivalent rate notified by the La
'Landlord'	inc ed to the immediate reversion to this Le
'Landlord's Neighbouring Property'	me s owned by the Landlord near to the Pr
'Permitted Use'	me
'Premises'	me oped in paragraph LR4 at the beginning of s all other fixtures and fittings in the Pr t's fixtures and fittings);
'Rent'	me s rent by this Lease;
'Rent Commencement Date'	me nt is first to be paid>>;
'Rent Days'	me e 29 September and 25 December] in ea
'Surveyor'	me itect from time to time appointed by the La
'Tenant'	inc and assigns;
'Term'	me n paragraph LR6 at the beginning of this Le
'Title Matters'	me y) set out in the following documents: << s affecting the landlord's title to the Pr
'VAT'	me ted by the Value Added Tax Act 1994 (a ously stated references to rent or other me nt are exclusive of any VAT charged or

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

- 1.2.1 “writing” means a document, but not email;
- 1.2.2 a “working day” means any day other than a Saturday, Sunday or Bank Holiday in England and Wales;
- 1.2.3 a statute or statutory provision means a reference to that statute or provision as amended at the relevant time;
- 1.2.4 “this Agreement” means this Agreement and each of the Schedules as amended at the relevant time;
- 1.2.5 a Schedule means a Schedule to this Agreement; and
- 1.2.6 a clause or paragraph means a reference to a clause of this Agreement or a paragraph of the relevant Schedule.
- 1.3 In this Agreement
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body, or not having separate legal personality;
- 1.3.2 words in the singular number include the plural and vice versa;
- 1.3.3 words in the masculine gender include any other gender;
- 1.3.4 reference to a period of time include any sooner determination of the Term;
- 1.3.5 any covenant or obligation to do an act or thing includes an obligation to cause such act or thing to be done;
- 1.3.6 reference to the default of the Tenant include the act, omission or neglect of the Tenant or of the Premises and their respective servants or agents;
- 1.3.7 the clauses of this Lease and are not to be taken into account for the purpose of construction or interpretation; and
- 1.3.8 reference to a document supplemental or collateral to a document includes any document supplemental or collateral to its terms.
- 1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 2. Demise and Rent**
- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to the same) the rights set out in the First Schedule, except insofar as they are reserved for the benefit of the Landlord’s Neighbouring Premises, and subject to the Title Matters set out in the Second Schedule, and subject to the provisions of this Lease.
- 2.2 The Tenant must pay to the Landlord the Rent for the Premises as follows:
- 2.2.1 the Annual Rent must be paid in advance by bankers’ standing order (or by such other means as the Landlord so requires) on the Rent Days,

the first of the month beginning on the day before the

the date of this Lease for the period beginning on the Commencement Date and ending on the day

2.2.2 on demand

Insurance Rent;

2.2.3 any other
and

to the Landlord under this Lease;

2.2.4 any VAT

e.

3. Tenant's Covenants

3.1 The Tenant covenants

3.1.1 To pay the rent in the manner stated without any legal or equitable set-off or counterclaim unless required by law.

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

3.1.2 If any sum of rent is unpaid for more than <<maximum length of time rent may be in arrears e.g. 7 days>> (whether or not the Tenant has formally demanded payment) as not to constitute a breach of this Lease, the Tenant must on demand pay Interest (on the arrears) calculated on a daily basis on the amount of the arrears from the due date until the date on which payment is made.

is unpaid for more than <<maximum length of time rent may be in arrears e.g. 7 days>> (whether or not the Tenant has formally demanded payment) as not to constitute a breach of this Lease, the Tenant must on demand pay Interest (on the arrears) calculated on a daily basis on the amount of the arrears from the due date until the date on which payment is made.

3.1.3 To pay the rent against all existing and future rates, taxes, duties, levies, charges, impositions, contributions, assessments, and other financial impositions charged on the Premises.

against all existing and future rates, taxes, duties, levies, charges, impositions, contributions, assessments, and other financial impositions charged on the Premises.

a) tax (including stamp duty) on rent payable; and

rent payable; and

b) any other tax payable by the Tenant in connection with the Landlord's dealing with its own interests.

Landlord's dealing with its own interests.

3.1.4 To pay the rent against all charges incurred relating to water, sewerage, surface water drainage, electricity, oil, gas, heating, telephone, telegraph, post, communications, internet, data, and other supplies or utilities supplied to the Premises (including charges and meter rents).

against all charges incurred relating to water, sewerage, surface water drainage, electricity, oil, gas, heating, telephone, telegraph, post, communications, internet, data, and other supplies or utilities supplied to the Premises (including charges and meter rents).

3.1.5 If the Landlord requires the Tenant to make good the Premises because it has been allowed during the Term to fall into disrepair or disrepair to the good that loss to the Landlord on demand.

because it has been allowed during the Term to fall into disrepair or disrepair to the good that loss to the Landlord on demand.

3.1.6 To keep the Premises in good substantial repair and condition and to make good any damage results from any of the risks insured under clause 4.1.2 unless the Tenant is not responsible for the damage or the money is refused by reason of any act, neglect, or default of the Tenant.

and substantial repair and condition and to make good any damage results from any of the risks insured under clause 4.1.2 unless the Tenant is not responsible for the damage or the money is refused by reason of any act, neglect, or default of the Tenant.

3.1.7 To decorate the interior of the Premises as often as is reasonable having regard to the nature of the Tenancy and the approved external colour scheme must first be approved by the Landlord and proper preparatory work must be carried out in a good quality materials that are appropriate to the Premises.

inside of the Premises as often as is reasonable having regard to the nature of the Tenancy and the approved external colour scheme must first be approved by the Landlord and proper preparatory work must be carried out in a good quality materials that are appropriate to the Premises.

- 3.1.8 To keep the Premises in good order and repair, including the interior, exterior and fixtures, and to ensure that the Premises are not built upon clean and tidy and
- 3.1.9 At the end of the Lease, the Tenant shall:
- a) to repair the Premises to the Landlord in the repair and condition required;
 - 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 alterations the Tenant has made to the Premises and to make good any damage caused to the Premises;
 - c) to remove all of the Tenant's possessions from the Premises; and
 - d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations.
- 3.1.10 If, following the end of the Lease, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:
- a) the Landlord may, at the discretion of the Tenant sell the possessions;
 - b) the Landlord shall be liable to the Landlord against any liability incurred by the Landlord against any party whose possessions have been sold or disposed of by the Landlord in mistaken belief that the possessions belonged to the Landlord;
 - c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord.
- 3.1.11 To permit the Landlord or its Surveyor to enter and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or its Surveyor) notice of any repairs or maintenance to be carried out or of any other failure by the Tenant to carry out or of any other failure by the Tenant to carry out its obligations under this Lease, to remedy such failure in accordance with the provisions of clause 3.1.11 b) within two months from the date of the notice;
 - b) if the Landlord or Surveyor gives to the Tenant (or its Surveyor) notice with clause 3.1.11 a), to permit the Landlord or its Surveyor to enter the Premises and carry out the works at the Tenant's expense and to pay to the Landlord on demand (excluding any VAT and debt) the proper expenses of such works, including the costs of the Landlord's Surveyor's and other fees).
- 3.1.12 To allow the Landlord or its Surveyor to exercise any right to enter the Premises to carry out repairs, maintenance, alterations, improvements, and to engage contractors, agents and professional

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ses at any reasonable time (whether
ours) and, except in the case of an
reasonable notice (which need not be in

and on an indemnity basis all costs,
enses (including legal costs and
onal fees) properly incurred by the
ould be payable by the Landlord) in
on of:

t covenants of this Lease;

bligations in this Lease, including the
notice under section 146 of the Law

nant for consent under this Lease,
withdrawn or consent is granted or
ses where the Landlord is required to
ndlord unreasonably refuses to give

of a schedule of dilapidations served
the end of the Term.

ny illegal or immoral purpose;

as sleeping accommodation or for

the Premises any offensive, noisy or
ss, manufacture, occupation or thing;

the Permitted Use [and only between
Mondays to Fridays (and not on bank

in any adjoining premises;

structural alterations to the Premises;

tions or alterations of a non-structural
ut the Landlord's prior written consent
asonably withheld or delayed).

struction (Design and Management)
works carried out to the Premises
consent is required for them under this
ulations and to provide the Landlord
lth and safety file upon completion of

- the work
- 3.1.17 Not to exhibit any notice or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord, of a size, of a material approved by the Landlord and at the end of the term of the lease to remove any sign and make good any damage caused to the Premises by the sign or the removal of the Landlord.
- 3.1.18 With regard to the use of the Premises in respect of the Premises:
- a) to carry out any work relating to the Premises or to the Tenant's use of the Premises;
 - b) without the written consent of the Landlord, to give notice by the Tenant of any notice or other communication to the Landlord or to take all necessary steps to comply with any communication and take any other action in compliance with the Landlord acting reasonably may require;
 - c) not to carry out any work without the written consent of the Landlord;
 - d) to carry out any work without the written consent of the Landlord;
 - e) to comply with the Building Regulations (Design and Management) Regulations 2006, in relation to the Premises commencing any works to make a modification to the Premises in accordance with Regulation 4(8) to the effect that the Tenant is the person responsible for the purposes of the Regulations, to give the Landlord the necessary consent and to fulfil the obligations of the Regulations;
 - f) to keep the Premises at all times equipped with all fire prevention detection and alarm systems which are required by law or by the insurers of the Premises and to comply with any requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
 - g) to notify the Landlord immediately of any defect or disrepair in the Premises and to ensure that the Landlord is liable under any law or regulation in relation to the Premises.
- 3.1.19 Not to carry out any work on the Premises which may result in the acquisition of a right or easement over the Premises or any part of the Premises:
- a) the Tenant's use of the Premises; and
 - b) the Tenant's use of the Premises in any way that the Landlord requires the Tenant to stop so long as the Landlord meets the requirements of the Regulations and is not adverse to the Tenant's business.
- 3.1.20 With regard to the use of the Premises:

- a) not to create a trust for another;
- b) not to sublet or occupy the whole or any part of the Premises;
- c) not to have possession or occupation of the whole or any part of the Premises;
- d) not to use the Premises for the whole or any part of the Premises;
- e) not to use the Premises; and
- f) not to assign the Lease as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of consent require compliance with the conditions in clause 3.1.21.

3.1.21 The conditions in clause 3.1.20 shall not impose in relation to an assignment of the Premises:

- a) that 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 this Lease under an authorised guarantor;
- b) that the assignee is not a person who, immediately before the assignment, was a guarantor of the Tenant's obligations under this Lease (an "Authorised Guarantor") in such form as the Landlord may require;
- c) that the assignee is not a person who, in the Landlord's reasonable opinion, is not fit to enable it to comply with the conditions contained in this Lease;
- d) that the assignee is not a person who, in the Landlord's reasonable opinion, is not 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 require;
- e) that the assignee is not a person who, in the Landlord's reasonable opinion, is not 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 require;
- f) that the assignee is not a person who, in the Landlord's reasonable opinion, is not 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 require;

3.1.22 To permit the Landlord at any time during the Term to enter the Premises for the purpose of re-letting or letting a suitable part of the Premises a notice in writing shall be given to the Tenant at least 14 days (accompanied by the Landlord or its agent) before the date of entry.

3.1.23 With regard to

- a) to cover the costs of the Landlord's insurers and not to do anything which could invalidate any insurance; and
- b) if the Tenant is required to do anything which increases any insurance premium payable by the Landlord to repay the Landlord on demand.

3.1.24 To pay VAT on any taxable supplies made to the Tenant in connection with the Lease on the due date for making any payment or, if earlier, the date on which the supply is made for VAT purposes.

3.1.25 Where the Tenant is required to pay the Landlord or in connection with this Lease, to pay the Landlord any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord, except to the extent that the Landlord or Tenant has paid such VAT under the Value Added Tax Act 1994.

3.1.26 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, costs, expenses, charges, liabilities, losses, actions, or damages incurred in defending or settling any action, or in respect of any personal injury or death, or in connection with the management of any right arising from:

- a) the use of the Premises or the Tenant's use of the Premises;
- b) the exercise of the Tenant's rights; or
- c) the operation of the Premises.

3.1.27 In respect of the indemnity in clause 3.1.26, the Landlord shall:

- a) give notice of the claim as soon as reasonably practicable;
- b) provide information and assistance in relation to the claim as the Landlord may reasonably require, subject to the Tenant's contribution and all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the Landlord's cost) where it is reasonable for the Landlord to do so.

3.1.28 To comply with the requirements set out in the Third Schedule and any other requirements made by the Landlord from time to time in the interest of the Premises.

3.1.29 To pay or contribute a fair proportion (to be determined by the Landlord) of the costs and expenses properly incurred by the Landlord in carrying out, replacing, maintaining, cleansing, repairing, or in connection with any Conduits, structures or other

items which are commonly

able of being used by the Premises in

- 3.1.30 Within 21 days of the Premises being delivered to the Tenant (or any other person) the Tenant shall provide to the Landlord an updated copy of the relevant document together with the relevant registered titles to the Landlord.

rent, transfer, underlease or charge of the Premises, any undertenant or any other person, the Tenant shall provide to the Landlord a copy of the relevant document together with the relevant registered titles to the Landlord.

- 3.1.31 If this Lease is registered at the Land Registry, the Tenant shall ensure that this Lease is registered at the Land Registry and once the registration has been completed, the Tenant shall provide to the Landlord a copy of the relevant titles to the Landlord.

provisionary registration at the Land Registry, the Tenant shall ensure that this Lease is registered at the Land Registry and once the registration has been completed, the Tenant shall provide to the Landlord a copy of the relevant titles to the Landlord.

- 3.1.32 At the end of the Lease and at the time of the Lease being delivered to the Landlord, the Tenant shall provide to the Landlord the original of this Lease and as the Landlord reasonably requires, the Tenant shall remove entries in relation to it from the Land Registry's register of registered title.

to the Landlord the original of this Lease and as the Landlord reasonably requires, the Tenant shall remove entries in relation to it from the Land Registry's register of registered title.

- 3.1.33 To notify the Landlord under this Lease of any guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure the execution of a deed of guarantee in the same terms as the original guarantor.

guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure the execution of a deed of guarantee in the same terms as the original guarantor.

4. Landlord's Covenants

- 4.1 The Landlord covenants

- 4.1.1 Subject to the Tenant complying with the covenants in this Lease, the Landlord shall have quiet enjoyment of the Premises and shall not be liable to the Landlord for any loss or damage.

the rents and other sums due and payable by the Tenant under this Lease, to permit the Tenant to enjoy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord or any person claiming under or in trust for the Landlord.

- 4.1.2 To insure the Premises for the Insured Risks including professional fees and incidental costs, site clearance and irrecoverable loss or damage by the Insured Risks, the Tenant shall be subject to insure is subject:

loss or damage by the Insured Risks including professional fees and incidental costs, site clearance and irrecoverable loss or damage by the Insured Risks, the Tenant shall be subject to insure is subject:

- a) to insure the Premises in the London insurance market on terms which are no less favourable to the Landlord; and

in the London insurance market on terms which are no less favourable to the Landlord; and

- b) to satisfy any conditions or limitations as the insurers may impose.

conditions or limitations as the insurers may impose.

- 4.1.3 Subject to the Tenant obtaining all necessary planning and other consents, to use the Premises for any purpose other than for loss of rent) to repair the Premises and the Landlord shall not be obliged to:

any planning and other consents, to use the Premises for any purpose other than for loss of rent) to repair the Premises and the Landlord shall not be obliged to:

- a) provide any services or facilities in layout or design so long as they are not materially different from those previously at the Premises.

material in layout or design so long as they are not materially different from those previously at the Premises.

- b) repair or replace any part of the Premises which the Tenant has failed to pay any of the

tenant has failed to pay any of the

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

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

5. Provisos and Agreements

5.1 The parties agree that:

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

5.1.2 the Tenant shall not be liable for interest on any such arrears;

5.1.3 there is no obligation on the Landlord to insure the Premises (or any part of them) at any time after the date of completion of this Lease and on doing so this will not affect any right or remedy available to the Landlord.

5.2 If the Premises are damaged by fire or any other cause covered by any Insured Risk so as to be unfit for occupation and the insurance is not vitiated or payment of the insurance money is delayed for more than 30 days through any act, neglect or default of the Tenant, the Tenant shall be liable to pay a fair proportion of it will cease to be payable from the date of completion of the reconstruction for a period of three years or until the Premises are again available for occupation or use by the Tenant, whichever is the longer.

5.3 Nothing in this Lease shall prevent the Landlord from releasing or modifying any covenant, right or condition to which any adjoining premises are subject.

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

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

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

6. Notices

6.1 Any notice given by the Landlord or Tenant with this Lease must be in writing and sent by pre-paid post, email or otherwise delivered to or left at the address specified in clause 6.2 or to any other address in the United Kingdom specified as its address for service by giving notice in writing under this clause 6.

- 6.2 A notice served
- 6.2.1 a company or partnership registered in the United Kingdom at its registered office;
- 6.2.2 a person domiciled in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are a party or to which a guarantee has been given at their last known address;
- 6.2.3 anyone else
- a) in the United Kingdom, at any postal address in the United Kingdom, at any time for the registered proprietor on the basis of paragraph LR2.1 at the beginning of this Lease, or, if no address is given, at its last known address in the United Kingdom;
 - b) in the United Kingdom, at the Premises;
 - c) in the United Kingdom, at the address of that party set out in the deed or document to which they gave the guarantee; and
 - d) in relation to a guarantee, at their last known address in the United Kingdom.
- 6.3 Any Notice given in accordance with paragraph 6.2 shall be deemed to have been served on the second working day after the date of posting by first class post or special delivery or at the recipient's address if delivered to or left at that address.
- 6.4 If a notice is treated as served on a working day that is not a working day or after 5:00PM on a working day, it shall be treated as served at 9:00AM on the immediately following working day.
- 6.5 Service of a notice in accordance with paragraph 6.2 shall not be a valid form of service under this Lease.
- 7. [Termination by Landlord]**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving to the Tenant written notice of a notice period to terminate lease e.g. 3 or 6 months>> not less than the period specified in the Lease or at any time.
- 7.2 If the Lease ends on the date of termination, the termination will not affect the rights of any party under this Lease.
- 7.3 The Landlord shall be entitled to recover all payments of Rent that relate to a period after the date of termination of the Lease.]
- 8. [Termination by Tenant]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving to the Landlord written notice of a notice period to terminate lease e.g. 3 or 6 months>> not less than the period specified in the Lease or at any time.

- 8.2 This Lease shall terminate if the Tenant has paid the Rent up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be exercisable by the Tenant named in paragraph LR3 at the beginning of the term of the Lease or on the date of the first deed of assignment or transfer of the Lease on the date when that Tenant ceases to exist.]
- 8.4 If the Lease ends or is terminated for any prior break clause, this Lease shall not affect the rights of any party to this Lease.
- 8.5 The Landlord shall retain all payments of Rent that relate to a lease.]
- 9. Exclusion of Security**
- 9.1 The Tenant confirms that he is the sole proprietor of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Landlord served the Tenant with the form set out in schedule 1 to the Regulatory (Landlord and Tenant) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he is the sole proprietor of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Landlord served the Tenant with the form set out in schedule 1 to the Regulatory (Landlord and Tenant) (England and Wales) Order 2003.
- 9.3 The Tenant confirms that he is the sole proprietor of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Landlord served the Tenant with the form set out in schedule 1 to the Regulatory (Landlord and Tenant) (England and Wales) Order 2003.
- 9.4 The Landlord and Tenant agree that the Tenant shall not be bound by this Lease.
- 10. [Guarantor's Covenants]**
- 10.1 The Guarantor:
- 10.1.1 Guarantor shall be bound to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the Lease; and comply with those obligations;
- 10.1.2 Covenants shall be primary obligor, and separate to the Tenant's covenants, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the Lease; and comply with those obligations;
- 10.1.3 Covenants shall be primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the Lease; and comply with those obligations;

- releasing the Guarantor from the obligations of the Guarantor in this clause 10.
- 10.2 If the Landlord notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being struck off the Companies, the Guarantor must, within ten working days, do either:
- 10.2.1 at the cost of the Guarantor (including payment of the Landlord's costs) do any of the following:
- a) for a period of 6 months after the date of the disclaimer or for the Tenant being struck off the register;
 - b) ending this Lease on the date of the disclaimer or the Tenant being struck off the register; or
 - c) at the end of the term of this Lease, pay the sums payable;
 - d) continue to pay the rent on the term commencement date of the next rent review under this Lease that falls before the term commencement date that has not been previously reviewed as at the date of the disclaimer or the Tenant being struck off the register;
 - e) continue to pay the rent on each Rent Review Date under this Lease until the term commencement date of the next rent review;
 - f) otherwise do any of the above and conditions as this Lease; or
- 10.2.2 pay the Landlord the rents, any outgoings and all other sums due under this Lease at the amount equivalent to the total of the rents, any outgoings and all other sums due under this Lease that would be payable if the disclaimer or the Tenant being struck off the register had not happened, for a period of 6 months following the disclaimer, or the Tenant being struck off the register.
- 10.3 If clause 10.2.2 is not complied with, the Landlord may, at its option, of the payment in full, the Landlord may enforce the obligations under this clause 10 (but that will not affect the Guarantor's obligations in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 shall be discharged or discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;
- 10.4.2 any variation of the terms of this Lease by the Guarantor (not that a surrender of part will end the obligations of the surrendered part);
- 10.4.3 any right of the Landlord to claim that the Tenant or the Guarantor is not entitled to occupy the Premises;
- 10.4.4 any death or change in the constitution or status of the Tenant or the Guarantor or any other person who is liable, or of the Landlord.

10.4.5	any amalgamation, reconstruction or other restructuring or any other business or financial undertaking	any party with any other person, any of the whole or any part of the assets or of any other person;
10.4.6	the existence of the Guarantor in relation to the Insolvency Act of 1986	in relation to the Guarantor of an Act of Insolvency
10.4.7	anything done by the Landlord by deed.	done by the Landlord by deed.
10.5	The Guarantor shall not be liable in competition with the Landlord in the event of the insolvency of the Guarantor to not take any security, indemnity or other benefit of the Tenant's obligations under this Lease.	in competition with the Landlord in the event of the insolvency of the Guarantor to not take any security, indemnity or other benefit of the Tenant's obligations under this Lease.
10.6	Nothing in this Lease shall create any liability on the Guarantor that exceeds the liability which it would have had were it the tenant of this Lease.]	Nothing in this Lease shall create any liability on the Guarantor that exceeds the liability which it would have had were it the tenant of this Lease.]
11.	Applicable Law and Jurisdiction	
11.1	This Lease and all disputes arising out of or in connection with it will be governed by the law of England and Wales.	This Lease and all disputes arising out of or in connection with it will be governed by the law of England and Wales.
11.2	Subject to clause 11.3, all disputes arising out of or in connection with this Lease shall be settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Act 1996. The arbitrator shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Lease in relation to any non-contractual obligations.	Subject to clause 11.3, all disputes arising out of or in connection with this Lease shall be settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration Act 1996. The arbitrator shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Lease in relation to any non-contractual obligations.
11.3	Any party may apply to the courts of England and Wales for an order for the appointment of an arbitrator arising out of or in connection with this Lease, including in relation to any non-contractual obligations.	Any party may apply to the courts of England and Wales for an order for the appointment of an arbitrator arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
THIS LEASE has been executed and dated		on the day on which it has been executed and dated
[Execution clauses for landlord]		
Executed as a deed by affixing the common seal of <<Landlord's Name>> in the presence of		<<Affix seal here>>
Director		
_____ Director/Secretary		
OR (alternative company execution)		
Executed as a deed by <<Landlord's Name>> acting by [a director and its secretary] [two directors]		signature: signature: Director

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

Executed as a deed by
<<Tenant's Name>>

Signature:

acting by [a director and its
secretary] [two directors]

Signature: _____
Director
[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 deed is signed by two directors)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarantors]

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

<<affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the company is a limited liability partnership)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Signature: _____

Director

Signature: _____

[Director][Secretary]

Signature: _____

Director

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities.
2. The right to support and use any services from any adjoining premises owned by the Landlord.
3. [The right in common with others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - c) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over the Landlord's Neighbouring Property or any part of it, save as provided by the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* and the rule in *Attorney-General v Airedale Navigation Co*]

Second Schedule to the Lease of the Premises to the Landlord

1. The right to the passage of water, gas, electricity, oil, telecommunications, internet, data and other services from and to any adjoining or neighbouring premises and the Premises.
2. The right to enter the Premises for insurance purposes at the current value or rebuilding cost of the Premises.
3. If the relevant work is to be carried out without entry onto the Premises, the right to enter the Premises or adjacent to the Premises; and
 - a) build on or into any adjoining premises; and
 - b) inspect, repair, alter or carry out other works upon any adjoining premises.
4. The right to enter the Premises or required to do so in connection with this Lease that the Landlord is expressly entitled to do for any other reasonable purposes in connection with this Lease and the Landlord must:
 - a) give the Tenant at least 24 hours' prior notice (except in the case of an emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and the Tenant must make that representative available);
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out work, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work;
 - h) remain upon the Premises for as long a period as is reasonably necessary; and
 - i) where reasonably practicable, restrict any rights outside the normal business hours of the Premises.
5. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof of the Premises if the Landlord may require.]
6. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Landlord in its absolute discretion considers it necessary to do so) as the Landlord in its absolute discretion sees fit, provided that these works interfere with the flow of light and air to the Premises and in connection with those works to underpin and shore up the Premises.

- a) giving the Tenant details of the works to be carried out;
- b) consulting with the Tenant in relation to the prevention of potential interference;
- c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
- d) taking into consideration the quality of construction and workmanship;
- e) taking reasonable steps to prevent interference to the Premises by noise, dust and vibration (and to consider the Tenant's suggestions for limiting any interference);
- f) making good any physical damage to the Premises or its contents.
7. The right, where necessary, to place scaffolding and other equipment onto the Premises and to erect or or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- a) any scaffolding is removed as soon as is reasonably practicable, with any damage made good;
- b) the scaffolding causes no obstruction as is reasonably practicable to the entrance to the Premises;
- c) the scaffolding does not obstruct any health and safety notices (and any other notices) displayed on it (except for any health and safety notices) and does not obstruct or interfere with any other tenant whose premises are adjacent to the Premises (including any common parts) unless the Tenant has consented to its display; and
- d) if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall, at the Tenant's request, permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is clearly visible to the public.
8. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon or restricting the use of neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.
9. The right to support and maintain any existing premises owned by the Landlord and to erect and maintain any new premises from the Premises.
10. All rights of light or air (whether or not reserved) be acquired or reserved by the Landlord in relation to the Premises now exist or that might (but for this Lease) exist.

1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or registration required to carry out the Tenant's business and to provide the information required to satisfy the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant health and safety regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the Health and Safety Regulations 2012 at the Premises.
4. To obtain, maintain and renew any licence or registration which is required in connection with the Permitted Use of the Premises in accordance with the terms and conditions of the licence or registration and to provide the Landlord with copies of the same as may be relevant to the Permitted Use.
5. Not to obstruct the movement of vehicles or pedestrians on the estate roads within the Landlord's Neighbouring Property.
6. To comply with all relevant health and safety regulations on the estate roads within the Landlord's Neighbouring Property.

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Landlord's Neighbouring Property.

ons on the estate roads within the Landlord's Neighbouring Property.