

S A M P L E

LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) er(s) out of which this lease is granted. k if not registered. andlord's title number(s)>> Other title numbers le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made. her title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of all parties. For Scottish companies add an OC prefix and for limited liability partnerships add an OC prefix. For foreign companies add the territory in which incorporated.</i>	ame of Landlord>> address of Landlord>> company number>> ame of Tenant>> address of Tenant>> company number>> (if any) ame of Guarantor>> address of Guarantor>> company number>> Other parties capacity of each party, for example ent company", "guarantor", etc. ame of other party>> address of other party>> company number>>
LR4. Property <i>Insert a full description of the property leased or Refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described. Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.</i>	In the event of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>>

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LR5. Prescribed statements etc.

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

In LR5.2, omit or delete those Ad not apply to this lease.

statements prescribed under rules 179 ons in favour of a charity), 180 ons by a charity) or 196 (leases e Leasehold Reform, Housing and evelopment Act 1993) of the Land on Rules 2003.

is lease is made under, or by to, provisions of: Reform Act 1967 et 1985 et 1988 et 1996

LR6. Term for which the Proper

Include only the appropriate stat completed) from the three options

NOTE: The information you prov to, here will be used as part of th to identify the lease under rule 6 Registration Rules 2003.

including commencement date>>

cluding expiry date>>

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

s as follows: term>>

LR7. Premium

Specify the total premium, inclu VAT where payable.

premium or "none">>

LR8. Prohibitions or restri disposing of this lease

Include whichever of the two st appropriate.

Do not set out here the wor provision.

contains a provision that prohibits or spositions.

LR9. Rights of acquisition etc.

Insert the relevant provisions / clauses or refer to the clause, paragraph of a schedule in this contains the provisions.

nant's contractual rights to renew , to acquire the reversion or another ne Property, or to acquire an interest nd

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landlord's covenant to (or offer to) acquire the Property by this lease

landlord's contractual rights to acquire the Property

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

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

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 parties

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LR12. Estate rentcharge burdened on the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

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LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you may use one clause to apply for each of them, or you may be applying against which title and the full text of the restriction you are applying for.

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

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

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

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

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

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

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

1. Definitions and Interpretation

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

... text otherwise requires, the following

'Act of Insolvency'

means:

- (a) the Tenant or any guarantor is a creditor of the Tenant or any guarantor;
- (b) the Tenant or any guarantor is a creditor of the Tenant or any guarantor in connection with an administration order or the making of an order in relation to the Tenant or any guarantor;
- (c) the Tenant or any guarantor has made an application to appoint an administrator, or the Tenant or any guarantor has made an application for an order in relation to the Tenant or any guarantor;
- (d) the Tenant or any guarantor has received a notice from a receiver or manager or an administrative receiver in relation to the Tenant or any guarantor;
- (e) the Tenant or any guarantor has been placed in voluntary winding-up in respect of the Tenant or any guarantor (except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies);
- (f) the Tenant or any guarantor has been placed in winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the Tenant or any guarantor has been removed from the Register of Companies or any guarantor has made an application for the Tenant or any guarantor to be removed from the Register of Companies;
- (h) the Tenant or any guarantor has otherwise ceased to exist (but excluding the case where the Tenant or any guarantor dies); or
- (i) the Tenant or any guarantor has made an application for a bankruptcy order, the

... connection with any voluntary arrangement or arrangement for the benefit of any guarantor;

... on for an administration order or the order in relation to the Tenant or any guarantor;

... intention to appoint an administrator, or the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

... receiver or manager or an administrative receiver of the property or income of the Tenant or any guarantor;

... voluntary winding-up in respect of the Tenant or any guarantor (except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies);

... winding-up order or a winding-up order in relation to the Tenant or any guarantor;

... removed from the Register of Companies or any guarantor has made an application for the Tenant or any guarantor to be removed from the Register of Companies;

... otherwise ceasing to exist (but excluding the case where the Tenant or any guarantor dies); or

... application for a bankruptcy order, the

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- ‘Surveyor’** means the person or persons from time to time appointed by the Landlord;
- ‘Tenant’** includes the persons who are named in the Lease and assigns;
- ‘Term’** means the term of the Lease as defined in paragraph LR6 at the beginning of this Lease;
- ‘Title Matters’** means the documents referred to in the following documents: <<insert list of documents relating to the Landlord’s title to the Premises>>;
- ‘VAT’** means the Value Added Tax charged by the Value Added Tax Act 1994 (and any amendments) and any references to rent or other monies payable or receivable are to be construed as exclusive of any VAT charged or chargeable thereon.
- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- 1.2.1 “writing” means writing, but not email;
 - 1.2.2 a “working day” means any day other than a Saturday, Sunday or public holiday in England and Wales;
 - 1.2.3 a statute or statutory provision means a reference to that statute or provision as amended at the relevant time;
 - 1.2.4 “this Agreement” or “this Schedule” 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 (other than a Schedule) means a reference to a clause of this Agreement or paragraph of the relevant Schedule.
- 1.3 In this Agreement:
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body, whether or not having separate legal personality or not;
 - 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 references to time include any sooner determination of the Term of the Lease or period of time;
 - 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 references to the negligence or default of the Tenant include the act, omission or negligence of the Tenant or any of the Premises and their respective

servants

1.3.7 the clauses in this Schedule shall be taken as part of this Lease and are not to be taken into account for the purpose of construction or interpretation; and

1.3.8 references in this Schedule to any document supplemental or collateral to this Lease shall be construed as references to any document supplemental or collateral to its terms.

1.4 The headings in this Schedule are for convenience only and shall not affect the construction or interpretation of this Schedule.

2. Demise and Rent

2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to exercise) the rights set out in the First Schedule, except insofar as they 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 Schedule.

2.2 The Tenant must pay to the Landlord

2.2.1 the Annual Rent in advance by bankers' standing order (or by any other means if the Landlord so requires) on the Rent Days, the first of which shall be the Rent Day beginning on the Rent Commencement Date and ending on the day immediately preceding the day on which the Rent is due.

2.2.2 any other charges payable by the Tenant to the Landlord under this Lease; and

2.2.3 any VAT payable by the Tenant.

3. Tenant's Covenants

3.1 The Tenant covenants

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

3.1.2 If any sum of Rent is unpaid for more than <<maximum length of time in arrears e.g. 7 days>> (whether or not the Tenant has formally demanded the Rent) and the Landlord refuses to accept rent so long as the sum of Rent remains unpaid, the Tenant must on demand pay Interest (at the rate of <<interest rate>> per annum in arrears) calculated on a daily basis on the amount of Rent so unpaid from the due date until the date on which payment is made.

3.1.3 To keep the Premises in good and tidy order and make good any damage caused.

3.1.4 At the end of the Term

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Surveyor (and any other professional fees) properly incurred by the Landlord (and any other professional fees) should be payable by the Landlord) in connection with the following:

- a) the enforcement of the covenants of this Lease;
- b) any obligations in this Lease, including the obligations to give notice under section 146 of the Law of Property Act 1925;
- c) any obligations of the Tenant for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused, in any case where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;
- d) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.

3.1.9 With regard to the use of the Premises:

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises as sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous activity, trade, business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of 9.00am to 5.00pm Mondays to Fridays (and not on bank holidays)].

3.1.10 Not to make any alterations to the Premises.

3.1.11 Not to exhibit any sign or advertisement at the Premises other than a sign or advertisement in the Tenant's trading name in the position specified in the Schedule of Permitted Use, subject to the layout and material approved by the Landlord in writing prior to the start of the Term to remove any sign and make good any damage to the Premises to the reasonable satisfaction of the Landlord.

3.1.12 With regard to the delivery of notices in respect of the Premises:

- a) to comply with any notice or other communication relating to the Premises or to the Tenant's use of the Premises;
- b) without prejudice to the obligations of the Tenant of any notice or other communication received by the Tenant to send a copy to the Landlord, the Landlord shall take all necessary steps to comply with any notice or other communication and take any other action which the Landlord acting reasonably may require.



- c) not to grant any permission in relation to the Premises without the prior written consent of the Landlord;
- d) to comply with all statutory permissions relating to or affecting the Premises;
- e) to keep the Premises equipped with all fire prevention, detection and extinguishing equipment which is required by law or by the insurers of the Premises and to comply with any other requirements lawfully required by the Landlord and to allow the Landlord to inspect it from time to time;
- f) to notify the Landlord promptly of any defect or disrepair in the Premises and to ensure the Landlord is liable under any law or regulation.

3.1.13 Not to grant any easements to be acquired over the Premises or any part of 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 shall not grant any easements to the Landlord; and
- b) the Tenant shall not grant any easements to the Landlord in any way that the Landlord requires in writing, provided that the Landlord meets the requirements of the Landlord and that such easements are not adverse to the Tenant's business interests.

3.1.14 With regard to the Premises, the Tenant shall:

- a) not to create any trust for another;
- b) not to sublet or assign the Premises or any part of the Premises;
- c) not to share possession or occupation of the whole or any part of the Premises with any other person;
- d) not to share possession or occupation of the whole or any part of the Premises;
- e) not to share possession or occupation of the Premises; and
- f) not to share possession or occupation of the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of such consent require compliance with the conditions set out in clause 3.1.15.

3.1.15 The conditions set out in clause 3.1.15 shall not be imposed in relation to an assignment of the Premises or any part of the Premises;

- a) that the Tenant shall not assign the Premises to anyone who, immediately before the assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of the Tenant under this Lease under an authorised guarantor agreement;
- b) that the Tenant shall not assign the Premises to anyone who, immediately before the assignment, is not a guarantor of the obligations of the Tenant under this Lease under an agreement guaranteeing that the

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assign the Tenant's covenants in this Lease (an "Assignment") in such form as the Landlord may require;

c) that the Tenant shall, at the Landlord's reasonable opinion of cost, provide the Landlord with sufficient security to enable it to comply with the conditions contained in this Lease;

d) that the Tenant shall, at the Landlord's reasonable opinion of cost, provide the Landlord with an acceptable to the Landlord acting as a guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require;

e) that the Tenant shall provide a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit of six months' Annual Rent (plus interest) at the date of the assignment) as security for the performance of the tenant's covenants in this Lease and to cover the deposit; and

f) that the Tenant shall ensure that the Tenant's covenants under this Lease are complied with and that any material breach of the Annual Rent or any other covenant has been remedied.

3.1.16 To permit the Landlord at any time during the Term to enter the Premises at any suitable part of the Premises a notice in writing to allow potential tenants and buyers to view the Premises at any time (accompanied by the Landlord or its agent).

3.1.17 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which increases any liability by the Landlord to repay the Landlord on demand.

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

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

3.1.20 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, costs, expenses, charges, losses, liabilities and expenses incurred in defending or settling any action, claim, demand, damages, costs, expenses, charges, losses, liabilities and expenses, including any personal injury or death,



- damage or loss of any right arising from:
- a) the use of the Premises or the Tenant's use of them;
 - b) the exercise of rights; or
 - c) the operations.

3.1.21 In respect of any claim by the indemnity in clause 3.1.20, 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.

3.1.22 To contribute towards the cost of any equipment set out in the Third Schedule and any other reasonable expenditure made by the Landlord from time to time in the interest of the Premises.

3.1.23 To pay or contribute towards a fair proportion (to be determined by the Landlord) of the costs and expenses properly incurred by the Landlord in carrying out, repairing, replacing, maintaining, cleansing and (where applicable) cleaning any Conduits, structures or other items which are or may be used by the Premises in connection with the business.

3.1.24 Within 21 days of the completion of any assignment, transfer, underlease or charge of the Premises by the Tenant, any undertenant or any other person) to provide to the Landlord a copy of the relevant document together with any other documents necessary to update the relevant registered titles to the Landlord.

3.1.25 If this Lease is not registered at the Land Registry, the Tenant shall, within one month of the completion of this Lease to apply to the Land Registry to register the Lease and once the registration has been completed, to provide to the Landlord a copy of the relevant titles to the Landlord.

3.1.26 At the end of the Lease or at any time as the Landlord reasonably requires, the Tenant shall deliver to the Landlord the original of this Lease and any other documents as the Landlord reasonably requires and to remove entries in relation to it from the relevant registered title.

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

4. Landlord's Covenants

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4.1 The Landlord c... rents and other... to permit the T... interruption by t... the Landlord ex... nt, subject to the Tenant paying the... with its obligations under this Lease, ... payment of the Premises without any... person claiming under or in trust for... ed by the Lease.

5. Provisos and Agreem

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5.1 The parties agre...
5.1.1 any rent... e.g 14 o... or not); o... of time rent is allowed to be in arrears... ing due (whether formally demanded...
5.1.2 the Tena... or
5.1.3 there is a... (or any part of them) at any time after... this will not affect any right or remedy...
the Landlord ma... and on doing so... available to the...

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5.2 Nothing in this... release or modifi... which any adjoin...

5.3 The parties agre... arising solely by... enforce any term...

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5.4 The Tenant ac... constitute a rep... used for any pu...

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6. Notices

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6.1 Any notice giv... sent by pre-paid... or left at the add... in the United K... service by givin...

6.2 A notice served...
6.2.1 a compa... Kingdom... partnership registered in the United... gistered office;

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6.2.2 a person... Kingdom... Kingdom... are a pa... ated in a country outside the United... e address for service in the United... the deed or document to which they... s has been given at their last known



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at any postal address in the United Kingdom by time for the registered proprietor on the date specified in paragraph LR2.1 at the beginning of this Lease or, if no address is given, at its last known address in the United Kingdom;

the Premises;

at the address of that party set out in paragraph LR2.1 at the beginning of this Lease which they gave the guarantee; and

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

6.3 Any Notice given to the Landlord or Tenant shall be deemed to have been served on the second working day after the date of posting by first class post or special delivery or at the time the notice is delivered to or left at that address if delivered to or left at that address;

on the second working day after the date of posting by first class post or special delivery or at the time the notice is delivered to or left at that address if delivered to or left at that address;

6.4 If a notice is treated as served at 9:00AM on the immediately following 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.

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 this Lease shall not be a valid form of service under this Lease.

shall not be a valid form of service under this Lease.

7. [Termination by Landlord]

7.1 The Landlord may terminate this Lease by giving to the Tenant a written notice of 6 months>> notice of termination.

at any time [after <<insert date>>] by giving to the Tenant a written notice of a notice period to terminate lease e.g. 3 or 6 months>> notice of termination.

7.2 If the Lease ends by termination by the Landlord, this will not affect the rights of any party for any period prior to termination in this Lease.

this will not affect the rights of any party for any period prior to termination in this Lease.

7.3 The Landlord shall be liable for all payments of Rent that relate to a period after the termination of the Lease.

all payments of Rent that relate to a period after the termination of the Lease.]

8. [Termination by Tenant]

8.1 The Tenant may terminate this Lease by giving to the Landlord a written notice of 6 months>> notice of termination.

at any time [after <<insert date>>] by giving to the Landlord a written notice of a notice period to terminate lease e.g. 3 or 6 months>> notice of termination.

8.2 This Lease shall terminate on the date when the Tenant has paid all Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

giving a notice given by the Tenant if the Tenant has paid all Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

8.3 [The break right shall be personal to the Tenant named in paragraph LR3 and will end on the date of the first deed of assignment of the Lease or on the date when that

personal to the Tenant named in paragraph LR3 and will end on the date of the first deed of assignment of the Lease or on the date when that

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- Tenant ceases to occupy the Premises.
- 8.4 If the Lease ends by operation of law, this will not affect the rights of any party for any period prior to the end of the Lease in this Lease.
- 8.5 The Landlord shall not be liable for all payments of Rent that relate to a period after the termination of the Lease.]

9. Exclusion of Security

- 9.1 The Tenant cannot be bound to enter into this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Landlord served on the Tenant a copy of the form in the form set out in schedule 1 to the Regulatory (Tenant's Obligations) (England and Wales) Order 2003.
- 9.2 The Tenant cannot be bound to enter into this Lease (or as the case may be before the Tenant is bound to enter into this Lease) if a person on behalf of the Tenant (the Guarantor) has made a [declaration of solvency] in paragraph 7] [statutory declaration] in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant cannot be bound to enter into this Lease (or as the case may be before the Tenant is bound to enter into this Lease) if the Guarantor, who made the declaration on the Guarantor's behalf, is not a person authorised by the relevant authority.
- 9.4 The Landlord and the Guarantor shall be bound pursuant to section 38A (1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995) in relation to the tenancy created by this Lease.

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10. [Guarantor's Covenants]

- 10.1 The Guarantor:
 - 10.1.1 Guarantor shall be jointly and severally liable with the Tenant to comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall be liable to indemnify the Landlord and comply with those obligations;
 - 10.1.2 Covenants shall be the 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 default or non-compliance with the Tenant's covenants under this Lease);
 - 10.1.3 Covenants shall be the primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Guarantor's default or non-compliance with the Guarantor's covenants under this Lease, including any voluntary arrangement or other scheme of arrangement or other scheme of arrangement having the effect of impairing, compromising or frustrating the performance of the obligations of the Guarantor in this clause 10.
- 10.2 If the Landlord notifies the Guarantor within three months after the termination of this Lease or the forfeiture of this Lease or the winding up or liquidation of the Tenant or any of the companies, the Guarantor must, within ten working days of the date of the notification, do either:

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- 10.2.1 at the (including payment of the Landlord's costs) and of the Premises:
- a) for a disclaimer to have no effect on the date of the disclaimer or for the disclaimer to be for the Tenant being struck off the register;
 - b) ending on the date on which this Lease would have ended if the disclaimer had not happened;
 - c) at the date of the disclaimer, the sums payable;
 - d) continuing to apply on the term commencement date of the Lease until the next rent review under this Lease that falls before the term commencement date that has not been reviewed as at the date of the disclaimer, or until the next rent review being reviewed as at the date of the disclaimer;
 - e) continuing to apply on each Rent Review Date under this Lease until the term commencement date of the next Lease;
 - f) otherwise, on the same terms and conditions as this Lease; or
- 10.2.2 pay the rents, any outgoings and all other sums due under this Lease, together with the amount equivalent to the total of the rents and other sums due under this Lease that would be due if the disclaimer had not happened, of 6 months following the disclaimer, together with interest on the sum so due.
- 10.3 If clause 10.2.2 is not complied with, then, on completion of the payment in full, the Landlord must release the Tenant from its obligations under this clause 10 (but that will not affect the Tenant's obligations in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 are not 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 Lease (but that a surrender of part will end the obligations of the Guarantor in respect of the surrendered part);
 - 10.4.3 any right of the Landlord to terminate the Lease, or any claim that the Tenant or the Guarantor has committed a breach of the Lease;
 - 10.4.4 any death, bankruptcy, liquidation or change in the constitution or status of the Tenant or the Guarantor, or of any other person who is liable, or of any company or partnership of which the Tenant or the Guarantor is a member or partner;
 - 10.4.5 any amalgamation, merger, reconstruction, reorganisation or any other arrangement with any other person, any assignment, sale, disposal, transfer or disposal of the whole or any part of the assets or liabilities of the Tenant or the Guarantor, or of any other person;
 - 10.4.6 the existence of the Guarantor in relation to the Guarantor of an Act of Insolvency.



10.4.7 anything done by the Landlord by deed.

10.5 The Guarantor shall not be in competition with the Landlord in the event of the insolvency of the Guarantor. The Guarantor shall 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 incurred had it been the tenant of this Lease.]

11. Applicable Law and Jurisdiction

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

11.2 Subject to clause 11.3, any disputes in this Lease requiring a dispute to be settled by a court of law shall, in the event of a dispute, be referred to the courts of England and Wales. The parties agree to have exclusive jurisdiction in any dispute arising out of or in connection with this Lease in relation to any non-contractual obligations.

11.3 Any party may bring proceedings of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any competent jurisdiction.

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

[Execution clauses for landlord]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where [redacted] al)

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 clause)

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

Signature:

Director

Signature:

[Director][Secretary]



S

OR (alternative company execution clause)

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 _____

A

OR (execution clause where witness signs)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

M

[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

P

OR (alternative company execution clause)

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

Signature:

Director

E

secretary] [two directors]

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the deed is signed by an individual)

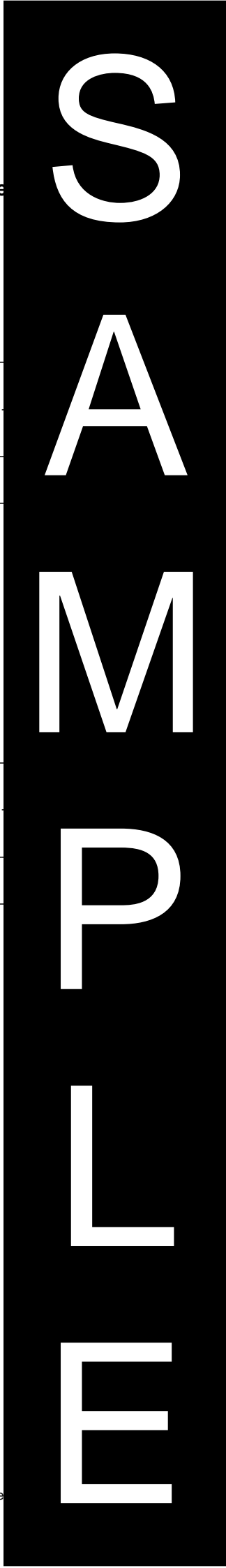
Signature:

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____



First Schedule to the Tenant

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

Second Schedule to the Landlord and Tenant Act 1954

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. If the relevant work is to be carried out without entry onto the Premises, the right to enter the Premises for the purpose of:
 - a) build on or into any land adjoining or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any adjoining premises.
3. The right to enter the Premises for the purpose of carrying out any work that the Landlord is expressly entitled to do or required to do under this Lease or any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the notice is as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and the confidentiality of any information made available to the Landlord by the Tenant's representative (where that representative is available);
 - c) observe any specific restrictions on 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 caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out any work, obtain the Tenant's approval to the location, method of working and any other 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 entry to the Premises to normal business hours of the Premises.
4. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof of the Premises for the purpose of carrying out any work that the Landlord may require.]
5. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Landlord is entitled to do so) as the Landlord in its absolute discretion considers necessary, provided that these works do not interfere with the flow of light and air to the Premises and that the Landlord takes such steps in connection with those works to underpin and shore up the Premises as the Landlord may require.

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- a) giving the Tenant details of the works to be carried out;
- b) consulting with the Tenant on the timing 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 nature of construction and workmanship;
- e) taking reasonable steps to limit any 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.

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6. The right, where necessary, to place scaffolding and other equipment onto the Premises and to place scaffolding and other equipment on or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:

- a) any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
- b) the scaffolding causes no unreasonable obstruction as is reasonably practicable to the Premises;
- c) the scaffolding does not display any notices or signs (except for any health and safety notices) which obstruct or interfere with any sign displayed on it (except for any health and safety notices) 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 and at the Landlord's expense, cause a sign (approved by the Landlord) to be displayed in front of the Premises so that it is visible to the public.

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7. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon or interfering with any neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.

8. The right to support and maintain any existing premises owned by the Landlord which abut on or adjoin the Premises.

9. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired) shall be reserved to the Landlord.

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

Conditions

Not to keep any inflammable, volatile, dangerous or explosive materials on the Premises.

2. To make any application for a licence or registration in writing accompanied by all information required to obtain the same to the satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.

Paragraph 1 in writing accompanied by all information required to obtain the same to the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.

3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant regulations to the Landlord's Regulations 2012 at the Premises.

When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant regulations to the Landlord's Regulations 2012 at the Premises.

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

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

5. Not to obstruct the movement of traffic on the estate roads within the Landlord's Neighbouring Property.

Not to obstruct the movement of traffic on the estate roads within the Landlord's Neighbouring Property.

6. No vehicles may be parked on the estate roads within the Landlord's Neighbouring Property for more than is reasonably necessary for the purposes of loading or unloading of goods or supplies and no vehicles may remain overnight.

No vehicles may be parked on the estate roads within the Landlord's Neighbouring Property for more than is reasonably necessary for the purposes of loading or unloading of goods or supplies and no vehicles may remain overnight.

7. To comply with all relevant regulations on the estate roads within the Landlord's Neighbouring Property.

To comply with all relevant regulations on the estate roads within the Landlord's Neighbouring Property.

8. Not to place harmful, toxic or flammable waste or refuse in the bins or refuse containers or refuse to place such waste or refuse in the bins or refuse containers or refuse to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.

Not to place harmful, toxic or flammable waste or refuse in the bins or refuse containers or refuse to place such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.

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