

STAMP

LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) <i>er(s) out of which this lease is granted. ok if not registered.</i> Landlord's title number(s)>> Other title numbers <i>le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made.</i> Other title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of e parties. For Scottish companies prefix and for limited liability part an OC prefix. For foreign com 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>> ties <i>apacity of each party, for example ent company", "guarantor", etc.</i> ame of other party>> Address of other party>> Company number>>
LR4. Property <i>Insert a full description of the leased or Refer to the clause, schedule or p a schedule in this lease in whi being leased is more fully</i> <i>Where there is a letting of part of title, a plan must be attached to th any floor levels must be specified.</i>	se of a conflict between this clause remainder of this lease then, for the of registration, this clause shall nd building[s] [shown edged red on the shed to this lease and] known as Address of Property>>

S

A

M

P

L

E

<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 the 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 to be granted</p> <p><i>Include only the appropriate statement (or statements if more than one option 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 the commencement date>></i></p> <p><i>including the 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 Property.</i></p>

S

tenant's covenant to (or offer to) this lease

Landlord's contractual rights to acquire

A

LR10. Restrictive covenants given in this lease 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.

M

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

P

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.

L

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.

E

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, except where the context otherwise requires, the following terms shall have the following meanings:

'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 makes a proposal for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the Tenant or any guarantor has an intention to appoint an administrator, or the Tenant or any guarantor has signed prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;
- (d) the Tenant or any guarantor is a receiver or manager or an administrative receiver of the real or personal property or income of the Tenant or any guarantor;
- (e) the Tenant or any guarantor is in a 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 is in a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the Tenant or any guarantor is struck off or any guarantor from the Register of Companies as a result of an application for the Tenant or any guarantor to be struck off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding the death of the Tenant or any guarantor); or
- (i) the Tenant or any guarantor is the subject of an application for a bankruptcy order, the

... otherwise requires, the following terms

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

... on for an administration order or the making of an 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;

... iver 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 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 any guarantor;

... t or any guarantor from the Register of Companies as a result of an application for the Tenant or any guarantor to be struck off;

... ntor otherwise ceasing to exist (but excluding the death of the Tenant or any guarantor); or

... the subject of an application for a bankruptcy order, the

S

A

M

P

L

E

for a bankruptcy order or the making of a
the Tenant or any guarantor.

The apply in relation to a partnership or limited
Partnership Act 1890 and the Limited
Partnerships Order 1994 (SI 1994/2421) (as
to in partnerships Order 1994 (SI 1994/2421) (as
ame liability partnership (as defined in the Limited
Liability Partnerships Regulations 2001 (SI 2001/1090)
in the Partnerships Regulations 2001 (SI 2001/1090)
(as a
Act
may
relat
relev

any analogous proceedings or events that
the legislation of another jurisdiction in
guarantor incorporated or domiciled in such

‘Annual Rent’

mean the rent for year exclusive of VAT as reviewed under
the F

‘Arbitration’

mean Arbitration Act 1996 by a single arbitrator
agre and Tenant or in default of agreement
appo or the Chief Officer or acting Chief Officer)
for th al Institution of Chartered Surveyors on the
writte dlord or the Tenant;

‘Conduits’

mean transmission of water, gas, air, foul and
surfa electricity, oil, telephone, heating,
telec data communications and similar supplies
or ut

‘Energy Performance Certificate’

has in the Energy Performance of Buildings
(Eng Regulations 2012 and is also referred to as an
EPC

‘Environmental Performance’

mean
(a) energy and associated generation of
(b) er;
(c) anagement; and
(d) al impact arising from the use or operation

‘Independent Expert’

mean or agreed by the Landlord and Tenant or in
defa ed by the President (or the Chief Officer or
actin e time being of the Royal Institution of
Char written request of the Landlord or the
Tena

‘Insurance Rent’

means

- (a) keep
- oblig
- Land
- Land

(b) insu

(c) insu

(d) obtai

time

(e) the

that

follo

(f) a su

dam

of th

(g) any

as a

alter

Pre

S

A

M

‘Insured Risks’

means

storm,

overflow

water, or

other a

vehicles

disturba

cover is

market

against

subject

by the i

of:

and in accordance with the Landlord’s

er any discount is allowed to the

mission is allowed or paid to the

al Rent;

id party liability; and

remises for insurance purposes from

deductible under any insurance policy

ill incur in reinstating the Premises

age by an Insured Risk;

that the insurers refuse to pay following

Insured Risk to the Premises because

to act; and

premiums that the insurers may require

t or retention of any permitted

any lawful occupier’s use of the

P

‘Interest’

means

e.g. two

Barclay

reasona

ate of interest on outstanding payments

bove the base rate for the time being of

rate or that bank ceases to exist) a

ed by the Landlord to the Tenant;

L

‘Landlord’

includes

the immediate reversion to this Lease;

‘Landlord’s Neighbouring Property’

means

ed by the Landlord near to the Premises;

‘Open Market Rent’

means

expecte

willing t

fine or p

the Premises as a whole might be

nt Review Date by a willing landlord to a

with vacant possession and without

rs equivalent to the [Term][residue of

E

the Term
than five
Review

(a) that
(if d

(b) that
Lea
pers
the

(c) that
per

(d) that
rece
othe
the
Ren
peri

(e) [Ad
to th

and on
provisi
review o

(a) the

(b) any
rece

(c) any

(d) <<a

there be

(a) the
prec

(b) any
of th
ther

(c) any
inter
any

(d) any
or a
cons
Lan

(e) any
by t
oc

(f) any
or o

(g) [An
are

[ENGL
the Tow

‘Permitted Use’

S

A

M

P

L

E

or (if the term then remaining is less
years] but starting on the Relevant

for immediate occupation and use and
e fully restored;

l with the Tenant’s obligations in this
ent that there has been a material or
dlord) the Landlord has complied with
this Lease;

y be let and used for the uses
]

hetical lease the willing tenant will
ree period, rent concession or any
or amount that might be negotiated in
t purposes and that the Open Market
ecome payable after the end of that
ment of that inducement; [and

assumed on review which are specific

wise contain the same terms and
Lease (including the provisions for
n contained) other than:

ent;

cession or any other inducement
ation to the grant of this Lease;

se; and

ct on rent of:

y lawful sub-tenant or their respective
n in occupation of the Premises;

Premises due to the carrying on there
t or any lawful sub-tenant (whether by
ecessors in such business);

nant or any other party with a special
ht make by reason of its occupation of

rried out during the Term by the Tenant
eir own expense with the Landlord’s
rsuance of an obligation to the
in title;

able to works that have been carried out
’s predecessors in title or lawful
pursuance of a legal obligation; [and]

able to any temporary works, operations
pinning premises; [and

n are to be disregarded on review which

as a restaurant within use class E(b) of
(Use Classes) Order 1987]

OR

[WALE
Town a

a restaurant within use class A3 of the
Classes) Order 1987];

‘Premises’

means
Lease a
than ter

paragraph LR4 at the beginning of this
ures and fittings in the Premises (other
);

‘Rent’

means

by this Lease;

**‘Rent Commencement
Date’**

means

rst to be paid>>;

‘Rent Days’

means
year;

September and 25 December] in each

‘Review Date’

means
Review

the years <<years>>] and "Relevant
accordingly;

‘Surveyor’

means
Landlor

ct from time to time appointed by the

‘Tenant’

includes

assigns;

‘Term’

means
Lease &
holding

paragraph LR6 at the beginning of this
sion or continuation of it or period of

‘Title Matters’

means
list of do

out in the following documents: <<insert
ndlord's title to the Premises>>;

**‘Underletting
Requirements’**

means

(a) that
rent

nt not less than the then open market
e in advance on the Rent Days;

(b) that
Lan

s sections 24 to 28 (inclusive) of the
54;

(c) that
days

ne underlease expires at least three
Lease;

(d) that
per

anted for a fine or premium or a reverse

(e) that
acce
the

y the Landlord, a person of standing
nters into a guarantee and indemnity of
nderlease;

(f) the
Lan

a deed and in a form approved by the
;

S A M P L E

- (g) that the Landlord shall give the undertenant a rent free period (excluding any period not available to allow for any fitting out);
- (h) that the Landlord shall provide the following provisions for change of use and alterations to the premises other than those in this Lease;
- (i) that the Landlord shall provide the following provisions for review of the rent on the basis and dates on which the rent is payable under this Lease;
- (j) that the Landlord shall provide the following provisions prohibiting dispositions of or interests in the premises other than an assignment or sub-lease, and then only with the prior written consent of the Landlord;
- (k) that the Landlord shall require the undertenant to provide a direct covenant from the undertenant to perform all the tenant's covenants in this Lease;
- (l) that the Landlord shall provide the following provisions requiring the undertenant to pay the whole of the Insurance Rent and other sums payable by the Tenant under this Lease;
- (m) that the Landlord shall ensure that the provisions of this Lease and the provisions of the sub-lease are consistent with the terms of this Lease and other provisions that are reasonable in the circumstances of this Lease and the nature of the premises.

'VAT'

means Value Added Tax as defined by the Value Added Tax Act 1994 (and any subsequent amendments) and any references to rent or other monies payable by the Tenant are exclusive of any VAT charged or payable by the Tenant.

- 1.2. Unless the context otherwise requires, the following definitions apply to the reference in this Agreement to:
 - 1.2.1. "writing" or "written" means any document in writing, including email;
 - 1.2.2. a "working day" is any day other than a Saturday, Sunday or a bank or public holiday;
 - 1.2.3. a statute or a provision means any statute or provision as amended, extended or replaced, and any reference to that statute or provision as amended, extended or replaced shall be construed as a reference to that statute or provision as amended, extended or replaced at the relevant time;
 - 1.2.4. "this Agreement" means this Agreement and each of the Schedules as amended or supplemented from time to time;
 - 1.2.5. a Schedule is a schedule to this Agreement; and
 - 1.2.6. a clause or paragraph means any clause or paragraph of this Agreement (other than a clause or paragraph in a Schedule) or any clause or paragraph in any Schedule.
- 1.3. In this Agreement:
 - 1.3.1. any reference to a person includes a natural person, corporate or unincorporated body of persons (whether or not having separate legal personality);

- 1.3.2. words importing the plural shall include the plural and vice versa;
 - 1.3.3. words importing a gender shall include the other gender;
 - 1.3.4. references to the Term shall include any sooner determination of the Term otherwise than by express provision;
 - 1.3.5. any covenant by the Tenant to do an act or thing includes an obligation not to permit or suffer the omission of that act or thing to be done;
 - 1.3.6. references to the Tenant shall include the act or default of any person acting through or by the Tenant or its servants and agents;
 - 1.3.7. the clause headings in this Schedule are for identification only and are not to be taken into account in its construction;
 - 1.3.8. references to this Lease shall include any instrument supplemental or collateral to it or any other document forming part of the Lease;
 - 1.3.9. any consent or approval of the Landlord shall be construed as also including a requirement for the consent or approval of any mortgagee of the Property if such consent or approval is required under the terms of the mortgage.
- 1.4. The headings in this Schedule are for identification only and shall not affect its interpretation.

2. Demise and Rent

- 2.1. The Landlord leases the Property to the Tenant for the Term together with (insofar as the Landlord can lawfully do so) all the rights set out in the First Schedule, excepting and reserving the rights set out in the Second Schedule in relation to the Landlord's Neighbouring Property the subject to the Title Matters.
- 2.2. The Tenant must pay a Rent to the Landlord in accordance with the following provisions:
 - 2.2.1. the Annual Rent by direct debit if the Tenant has provided an advance by bankers' standing order (or otherwise) on the Rent Days, the first payment to be made on the first Rent Day of the period beginning on the Rent Commencement Date and subsequent payments on each Rent Day before the next Rent Day;
 - 2.2.2. on demand from the Landlord the Rent;
 - 2.2.3. any other sums due to the Landlord under this Lease; and
 - 2.2.4. any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1. The Tenant covenants to the Landlord:
 - 3.1.1. To pay the Rent to the Landlord in the manner stated without any legal or equitable deduction or set-off, unless required by law.

S

3.1.2. If any sum due under the Lease for time rent is allowed to be paid in arrears (whether or not), or if the Landlord waives a breach of the covenant, the Tenant shall pay the amount of the arrears (calculated from the due date until the date of payment) for more than <<maximum length of days>> (whether formally demanded or not) so as not to waive a breach of the covenant.

for more than <<maximum length of days>> (whether formally demanded or not) so as not to waive a breach of the covenant. Interest (recoverable as rent in arrears) shall be payable on the amount unpaid or refused from the date of payment.

3.1.3. To pay or indemnify the Landlord for all existing and future rates, taxes, duties, charges, and expenses charged on the Premises except for:

for all existing and future rates, taxes, duties, charges, and expenses charged on the Premises except for:

a) tax (including stamp duty) payable; and

stamp duty payable; and

b) any other liability of the Landlord's dealing with its own interests.

any other liability of the Landlord's dealing with its own interests.

3.1.4. To pay or indemnify the Landlord for all charges incurred relating to water, gas, air, foul and drainage, electricity, oil, telephone, heating, telecommunication and similar supplies or utilities supplied to the Premises (including all standing charges and meter rents).

all charges incurred relating to water, gas, air, foul and drainage, electricity, oil, telephone, heating, telecommunication and similar supplies or utilities supplied to the Premises (including all standing charges and meter rents).

3.1.5. If the Landlord loses possession of the Premises to a third party, the Tenant shall be entitled to the use of the Premises if it has been allowed during the Term of the Lease by the Landlord on demand.

it has been allowed during the Term of the Lease by the Landlord on demand.

3.1.6. To keep the Premises in substantial repair and condition and clean and tidy except the damage caused by:

substantial repair and condition and clean and tidy except the damage caused by:

a) this obligation where damage results from any of the risks against which the Landlord has insured under Clause 4.1.3 unless the insurance money is refused by reason of any of the causes mentioned in Clause 4.1.3; and

where damage results from any of the risks against which the Landlord has insured under Clause 4.1.3 unless the insurance money is refused by reason of any of the causes mentioned in Clause 4.1.3; and

b) the Tenant's failure to put the Premises in any better state of repair at the end of the Lease than they were in at the date of this Lease or the schedule of condition annexed to this Lease.

to put the Premises in any better state of repair than they were in at the date of this Lease or the schedule of condition annexed to this Lease.

3.1.7. [To clean and repair the Premises as often as reasonably necessary and, in respect of the Premises with floor covering, to renew and replace them with floor covering as often as reasonably necessary.]

the Premises as often as reasonably necessary and, in respect of the Premises with floor covering, to renew and replace them with floor covering as often as reasonably necessary. [To clean and repair the Premises as often as reasonably necessary and, in respect of the Premises with floor covering, to renew and replace them with floor covering as often as reasonably necessary.]

3.1.8. To decorate the Premises as often as is reasonably necessary during the Term. Any change of decoration must first be approved by the Landlord. All decoration shall be done in a good and proper manner using good quality materials and shall include all appropriate preparation work.

of the Premises as often as is reasonably necessary during the Term. Any change of decoration must first be approved by the Landlord. All decoration shall be done in a good and proper manner using good quality materials and shall include all appropriate preparation work.

3.1.9. To keep any parts of the Premises which are not built upon clean and tidy and free from obstructions.

are not built upon clean and tidy and free from obstructions.

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

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

a) to return the Premises to the Landlord in the repair and condition required by Clause 3.1.6.

Landlord in the repair and condition required by Clause 3.1.6.

A

M

P

L

E

S

b) if the Landlord requires, and gives the Tenant notice no later than the end of the Term, the Tenant must remove any fixtures fixed to the Premises, remove any alterations made to the Premises and make good any damage to the Premises by that removal;

c) to remove 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 and gas safety.

3.1.11. If, following the end of the Term, the Tenant's possessions remain on the Premises and the Landlord requests their removal, the Tenant shall remove them within <<e.g. 7 days>> after being requested in writing to do so:

a) the Landlord or a person authorised by the Tenant sell the possessions;

b) the Tenant indemnify the Landlord against any liability incurred by it to the Landlord in respect of the possessions have been sold by the Landlord or a person authorised by the Tenant that the possessions belonged to the Tenant;

c) the Landlord reimburse the Tenant the sale proceeds after deduction of any reasonable charges for transportation, storage and sale incurred by the Landlord.

3.1.12. To permit the Landlord to enter the Premises on reasonable prior notice (except in emergency) at any time on reasonable prior notice to enter the Premises and:

a) if the Landlord or Surveyor gives to the Tenant (or leaves a copy of the notice) notice of any repairs or maintenance which the Tenant is obliged to carry out or of any other failure by the Tenant under this Lease, to repair the failure in accordance with the notice within the period specified in the notice from the date of the notice (or sooner if required);

b) if the Tenant fails to comply with clause 3.1.12 a), to permit the Landlord to enter the Premises and carry out the works at the Tenant's expense and to require the Tenant to pay to the Landlord on demand (without interest) the proper expenses of such works (including the Surveyor's and other fees).

3.1.13. To allow all those persons named in Schedule 1 with their workers, subcontractors, agents, professional advisors, and to enter the Premises at any time (whether or not during usual business hours) and, except in an emergency after having given reasonable notice (which need not be in writing) to the Tenant.

3.1.14. To pay to the Landlord on an indemnity basis all costs, charges, expenses, losses, damages, fees and other costs and Surveyor's and other professional fees) which the Landlord (or which otherwise would be payable by the Tenant) incurs or suffers with or in contemplation of:

A

M

P

L

E

S

- a) the enforcement of the covenants of this Lease;
- b) any breach of the obligations in this Lease, including the preparation of a schedule of dilapidations under section 146 of the Law of Property Act 1925;
- c) any application for consent under this Lease, whether or not such consent is granted or lawfully refused, where the Landlord is required to act and the Landlord unreasonably refuses to give consent;
- d) [carrying out of works to improve their Environmental Performance] in its absolute discretion, has consented to the carrying out of such works; and
- e) the preparation of a schedule of dilapidations served no later than the end of the Term.

3.1.15. With regard to use of the Premises:

A

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

3.1.16. With regard to alterations to the Premises:

M

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

3.1.17. The Tenant may not make any internal additions or alterations of a structural nature to the Premises which do not adversely affect the structural integrity, statutory compliance or energy efficiency of the Premises, or the performance of the Premises, without the prior written consent of the Landlord:

P

- a) giving the Landlord an <<notice period given to Landlord

L

E



- of any intention to carry out such works; (e.g. 2 months>> notice in writing of its works;
- b) carrying out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required;
- c) making good any damage to the Premises caused by the carrying out of such works;
- d) reinstating the Premises to their former state and condition on or before the date of completion, unless if the Landlord by notice in writing requires the Tenant to do so in accordance with clause 3.1.10;
- e) giving the Landlord the plans and specifications of the works to be carried out and the cost of any alterations, additions or improvements to be made by the Tenant (except any which are of a minor nature and of a routine nature) as soon as practicable and so that the Tenant is liable for any failure to effect any such works for the amount for which the Premises are insured.

3.1.18. In all cases where the Landlord's consent is required under the 2015 apply to any works to be carried out on the Premises (whether or not the Landlord's consent is required under this Lease), to comply with these regulations and to submit to the Landlord a copy of the completed health and safety file upon completion of the works.

3.1.19. Not to exhibit any advertisement on the outside of the Premises or so as to be visible from the Premises other than a sign showing the Tenant's trade name or logo on specified by the Landlord at the entrance to the Premises, the sign being of a size, design, layout and material approved by the Landlord in writing and with approval not to be unreasonably withheld or delayed. The Tenant shall be obliged to remove any sign and make good any damage to the Premises to the satisfaction of the Landlord.

3.1.20. With regard to legal easements affecting the Premises:

- a) to comply with any legal easements affecting the Premises or to the Tenant's use and enjoyment of the Premises;
- b) within the period of 14 days of the receipt by the Tenant of any notice or other communication from the Landlord requiring the Tenant to send a copy to the Landlord of any such easements, the Tenant shall take all necessary steps to comply with such notice or communication and take any other action in connection with such notice or communication which the Landlord acting reasonably may require;
- c) not to carry out any works on the Premises without the written consent of the Landlord;
- d) to comply with any legal easements relating to or affecting the Premises;
- e) to comply with any legal easements relating to or affecting the Premises and to comply with any legal easements relating to or affecting the Premises.

written
the or
Landlo
client;

f) to keep
fighting
Premis
the eq

g) to not
Premis
this Le

h) not wit
EPC in
law.

3.1.21. Not to allow any
encroachment ma

a) the Te
b) the Te
request
the Te
interes

3.1.22. With regard to alie

a) not to
b) not to
Premis
c) not to
or any
this Le
d) not to
e) not to
f) not to a
conser
delaye
conser
g) not to
h) not to
conser
delaye
conser

3.1.23. The Landlord may

S

A

M

P

L

E

n 4(8) to the effect that the Tenant is
es of these regulations, to give the
on and to fulfil the obligations of the

with all fire prevention, detection and
quired by law or by the insurers of the
ed by the Landlord and to maintain
ndlord to inspect it from time to time;

ty of any defect or disrepair in the
andlord liable under any law or under

nsent of the Landlord to apply for an
es unless the Tenant is required by

be acquired over the Premises. If an
of a right or easement:

llord; and
ndlord in any way that the Landlord
sition so long as the Landlord meets
ot adverse to the Tenant's business

st for another;
upy the whole or any part of the
ossession or occupation of the whole
ve as provided for in clause 3.1.24 of

ses;
emises;
s a whole without the prior written
t to be unreasonably withheld or
ndlord may as a condition of giving
n the conditions in clause 3.1.23;

Premises; and
as a whole without the prior written
t to be unreasonably withheld or
ndlord may as a condition of giving
the Underletting Requirements.

onditions in relation to an assignment

of the Premises as
by the Landlord and

each condition is reasonably required

- a) the Tenant to assign the Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably require;

an agreement guaranteeing that the Tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably require;

- b) If the Tenant assigns the Lease, the Tenant will enter into a guarantee in favour of the Landlord which will comply with the terms of the Authorised Guarantee Agreement;

Authorised Guarantee Agreement to the assignee under this Lease, and the Tenant will enter into a guarantee in favour of the Landlord which will comply with the terms of the Authorised Guarantee Agreement;

- c) a guarantee accepted by the Landlord in respect of the Tenant's covenants of this Lease in such form as the Landlord may reasonably require;

Assignment, who is a person of standing (acting reasonably) and enters into a guarantee in respect of the Tenant's covenants of this Lease in such form as the Landlord may reasonably require;

- d) (as an alternative to the deposit) that the assignee enters into a rent deposit with the Landlord of not less than <<e.g. six months' rent plus VAT>> for the assignee's performance of the tenant's covenants of this Lease with a charge over the deposit;

or) that the assignee enters into a rent deposit with the Landlord of not less than <<e.g. six months' rent plus VAT>> (calculated as at the date of the Assignment) for the assignee's performance of the tenant's covenants of this Lease with a charge over the deposit;

- e) that there are no arrears of the Annual Rent or any other sums due under this Lease (provided that these arrears do not give rise to a dispute with the Landlord); and

of the Annual Rent or any other sums due under this Lease (provided that these arrears do not give rise to a dispute with the Landlord); and

- f) that the Tenant is, in the Landlord's reasonable opinion of sufficient financial standing to comply with the Tenant's covenants under this Lease.

Landlord's reasonable opinion of sufficient financial standing to comply with the Tenant's covenants under this Lease.

Nothing in this clause shall prevent the Tenant from giving consent to any condition nor from refusing consent to any condition in any circumstance where it is reasonable to do so.

Nothing in this clause shall prevent the Landlord from giving consent to any condition nor from refusing consent to any condition in any circumstance where it is reasonable to do so.

3.1.24. The Tenant may sub-let the Premises with other companies while they are in the same building within the meaning of section 42 of the Landlord and Tenant Act 1954 and no relationship of landlord and tenant is created.

The Tenant may sub-let the Premises with other companies while they are in the same building within the meaning of section 42 of the Landlord and Tenant Act 1954 and no relationship of landlord and tenant is created.

3.1.25. The Tenant may assign the Lease to a bank or other reputable lending institution without the consent of the Landlord.

The Tenant may assign the Lease to a bank or other reputable lending institution without the consent of the Landlord.

3.1.26. To permit the Landlord to enter the Premises to fix and keep on any meter and to allow potential tenants to view the Premises at reasonable times (accompanied by the Tenant's agents).

To permit the Landlord to enter the Premises to fix and keep on any meter and to allow potential tenants to view the Premises at reasonable times (accompanied by the Tenant's agents).

3.1.27. With regard to insurance, the Tenant shall be responsible for insuring the Premises against fire, theft and other risks.

With regard to insurance, the Tenant shall be responsible for insuring the Premises against fire, theft and other risks.

S

- a) to comply with the requirements of the Landlord's insurers and not to do or cause to be done anything which could invalidate any insurance; and
- b) if the Landlord requires the Tenant to do anything which increases any insurance premium payable by the Landlord to repay the increased premium.

3.1.28. To pay VAT in respect of any supplies made to the Tenant in connection with this Lease or in connection with any payment or, if earlier, the date on which that supply is made.

3.1.29. Where the Tenant or the Landlord or any other person obtains credit for such VAT under the provisions of the Finance Act 1994, the Tenant shall, in connection with this Lease, to pay the Landlord or any other person, by way of a refund or indemnity, to pay an amount equal to that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the provisions of the Finance Act 1994.

3.1.30. The Tenant must indemnify the Landlord against all actions, claims, demands, damages, expenses, charges and taxes payable to a third party, including the Tenant's own liabilities, costs and expenses incurred in defence of any claim or demand in respect of any personal injury or property and infringement of any right arising from:

- a) the state or use of the Premises or the Tenant's use of them;
- b) the existence of any defect in the Premises; or
- c) the carrying out of any works on the Premises.

3.1.31. In respect of any claim for indemnity in clause 3.1.30, the Landlord must:

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

3.1.32. To comply with the requirements of the Third Schedule and any other regulations made from time to time in the interests of good estate management.

3.1.33. To pay on demand (to be determined by the Landlord) of the cost of repairing, maintaining, cleansing and (where appropriate) lighting any Conduits or other premises which are used or are capable of being used by the Tenant or any other person.

3.1.34. Within 21 days after the date of the transfer, underlease or charge of the Premises (whether by the Tenant or any other person) to send

A

M

P

L

E

a certified copy of the relevant register

together with updated official copies of the relevant register.

3.1.35. If this Lease is submitted for registration at the Land Registry, within one month of the date of completion of the registration and of the date of the relevant title plan.

the Land Registry, within one month of the date of completion of the registration at the Land Registry for first registration or for a new registration to be completed to send official copies of the relevant title plan.

3.1.36. At the end of the term of this Lease and to such other documents as the Landlord may reasonably require to close the title to this Lease and to be registered against the Landlord's registered title.

the Landlord the original of this Lease and such other documents as the Landlord may reasonably require to close the title to this Lease and to be registered against the Landlord's registered title.

3.1.37. To notify the Landlord if the Landlord enters into a guaranty with the Landlord in the same terms as the original guaranty.

if a guaranty occurs in relation to a guarantor or if the Landlord enters into a guaranty with another person acceptable to the Landlord in the same terms as the original guaranty.

4. Landlord's Covenants

4.1. The Landlord covenants

4.1.1. Subject to the Terms of the Lease, to pay all rates, taxes and other sums due and complying with its obligations under the Lease to have quiet enjoyment of the Premises without interference by the Landlord or any other person claiming under or through the Landlord except as otherwise permitted by the Lease.

and other sums due and complying with its obligations under the Lease to have quiet enjoyment of the Premises without interference by the Landlord or any other person claiming under or through the Landlord except as otherwise permitted by the Lease.

4.1.2. Save where the Terms of the Lease require otherwise, to obtain any EPC required for the Premises during the Term at its own cost.

to commission an EPC, the Landlord shall be obliged to obtain any EPC required for the Premises during the Term at its own cost.

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

of any plate glass at the Premises) with reputable insurers against loss or damage by the Insured Risks for the full cost including professional fees and incidental expenses and the cost of clearance and irrecoverable VAT, provided that the cover is not subject to such excesses, exclusions or limitations as the Insured Risks.

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

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

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

identical in layout or design so long as it is not more expensive than the Premises previously at the Premises; if the Landlord has failed to pay any of the Insured Risks; after a notice has been served pursuant to clause 4.1.4.

4.1.5. If reasonably required, to provide:

to provide:

- a) full details of the insurance policy;

the full details of the insurance policy;



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

4.2. If, following damage to the Premises by an Insured Risk, the Landlord (acting reasonably) finds it impossible or impractical to reinstate the Premises, the Landlord may terminate this Lease by giving notice to the Tenant that the Premises was damaged or destroyed. On giving notice this Lease shall be without prejudice to any right or remedy of the Tenant in respect of any breach of the tenant covenants of this Lease. Any proceeds of insurance (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and Agreements

5.1. The parties agree that if

- 5.1.1. any rent is unpaid for a period of 14 or 21 days>> after being formally demanded or not); or
- 5.1.2. the Tenant breaches any of the covenants of this Lease;
- 5.1.3. there is an Act of God or other event which causes damage to the Premises;

the Landlord may terminate this Lease (or any part of them) at any time after giving written notice to the Tenant. This will not affect any right or remedy available to the Landlord.

5.2. If the Premises are damaged or destroyed (other than where the damage or destruction is caused by the Tenant) so as to be unfit for occupation or use, the proportion of it will cease to be payable from the date of damage or destruction for a period of three years or until the Premises are again fit for occupation by the Tenant, whichever is the shorter period.

5.3. If the Premises or any part of them are damaged or destroyed (other than where the damage or destruction is caused by the Tenant) so as to be unfit for occupation or use by the end of a period of three years from the date of damage or destruction, either party may terminate this Lease with written notice to the Landlord.

5.4. If the Premises or any part of them are damaged or destroyed (other than where the damage or destruction is caused by the Tenant) so as to be unfit for occupation or use and the damage or destruction was caused by an uninsured risk, the Landlord may give written notice to the Tenant within six months of the date of damage or destruction of

- a) giving the Tenant written notice of the Landlord's own cost; or
- b) terminating this Lease with immediate effect by giving written notice to the Tenant.

5.5. Nothing in this Lease gives the Tenant the right to enforce, or to prevent the release of, any rights or conditions to which any adjoining premises are subject.

S

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

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

5.7. The Tenant acknowledged representation or warranty allowed by this Lease.

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

5.8. The Tenant acknowledged representation or warranty

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

6. Notices

A

6.1. Any notice given under by pre-paid first class the address of the recipient Kingdom that the recipient than ten working days'

is Lease must be in writing and sent to or otherwise delivered to or left at or to any other address in the United Kingdom for service by giving not less than ten working days' 6.

6.2. A notice served on:

M

6.2.1. a company or limited be served at its registered

registered in the United Kingdom must

6.2.2. a person resident must be served at set out in the deed has been given at

country outside the United Kingdom in the United Kingdom of that party they are a party or if no such address in the United Kingdom;

6.2.3. anyone else must

a) in the Kingdom the time of the Lease the United

at any postal address in the United Kingdom by time for the registered proprietor on paragraph LR2.1 at the beginning of this Lease is given, at its last known address in the United Kingdom;

b) in the Premises;

the Premises;

c) in the address of the party set out in the deed which they gave the guarantee; and

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

d) in the United Kingdom,

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

6.3. Any Notice given will be of posting if sent by post notice is delivered to the address.

the second working day after the date of posting or special delivery or at the time the notice is delivered to or left at that address.

6.4. If a notice is treated as a working day, it will be a working day.

not a working day or after 5:00PM on the day or before 9:00AM on the immediately following working day.

6.5. Service of a notice by fax

form of service under this Lease.

P

L

E

S

7. [Termination by Landlord]

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

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

7.2. If the Lease ends under clause 7.1, clause 7.3 shall not affect the rights of any party for any period of time.

not affect the rights of any party for any period of time.

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

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

8. [Termination by Tenant]

A

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

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

8.2. This Lease shall only terminate if the Tenant has paid all Annual Rent due to the Landlord and the Tenant and/or any other persons occupying the Premises behind no continuing obligations to the Landlord.

notice given by the Tenant if the Tenant has paid all Annual Rent due to the Landlord and the Tenant and/or any other persons occupying the Premises and leave behind no continuing obligations to the Landlord.

8.3. [The break right in this Lease shall terminate at the beginning of this Lease or the date of the first transfer of the Lease or the date the Tenant ceases to exist.]

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

8.4. If the Lease ends under clause 8.1, clause 8.5 shall not affect the rights of any party for any period of time.

not affect the rights of any party for any period of time.

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

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

9. [Guarantor's Covenant]

M

9.1. The Guarantor:

9.1.1. Guarantees to the Landlord that the Guarantor will comply with all the Tenant's obligations in this Lease and, in default of such compliance, the Guarantor will pay the rents due to the Landlord and comply with all the other obligations of the Tenant under this Lease.

the Guarantor will comply with all the Tenant's obligations in this Lease and, in default of such compliance, the Guarantor will pay the rents due to the Landlord and comply with all the other obligations of the Tenant under this Lease.

9.1.2. Covenants with the Landlord under an Authorised Guarantee Agreement entered into with the Landlord on a date after the date of this Lease;

the Guarantor will guarantee the Tenant's obligations under an Authorised Guarantee Agreement entered into with the Landlord on a date after the date of this Lease pursuant to clause 3.1.23 (b) of this Lease;

9.1.3. Covenants with the Landlord under an Authorised Guarantee Agreement entered into with the Landlord on a date after the date of this Lease which require the Guarantor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to comply with the obligations of the Tenant under this Lease (and any supplemental documents) and to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to comply with the obligations of the Tenant under this Lease (and any supplemental documents);

obligor, and separate to the covenant under an Authorised Guarantee Agreement entered into with the Landlord on a date after the date of this Lease which require the Guarantor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to comply with the obligations of the Tenant under this Lease (and any supplemental documents);

9.1.4. Covenants with the Landlord under an Authorised Guarantee Agreement entered into with the Landlord on a date after the date of this Lease which require the Guarantor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to comply with the obligations of the Tenant under this Lease (and any supplemental documents);

obligor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant's failure to comply with the obligations of the Tenant under this Lease (and any supplemental documents);

P

L

E

of arrangement of
impairing, compr
Guarantor in this d

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

9.2.1. at the Guarantor's
the grant of a leas

a) for a
or fo
regis
wou
not h

b) at th
forfe
rent

c) cont
the r
befo
cond
uncd

d) cont
Leas
new

e) othe

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

9.3. If clause 9.2.1 applies
indemnity basis) and a

9.4. If clause 9.2.2 applies
release the Guarantor
affect the Landlord's rig

9.5. The Guarantor's liability

a) any fail
enforc
Tenant d

b) the Land
failure to
covenan

or purporting to have the effect of
ny or all of the obligations of the

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

ment of the Landlord's costs) accept

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

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

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

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

and conditions as this Lease; or

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

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

payment in full, the Landlord must
s under this clause 9 (but that will not
or breaches).

discharged by:

enforce in full, or any delay in
st, or any concession allowed to the

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



- c) any refusal to accept any rent or other payment due under the Lease;
- d) any variation of the Lease (not that a surrender of part will end the Lease (subject to the effect of the surrendered part));
- e) any right of the Landlord to claim that the Tenant or the Guarantor may have breached the Lease;
- f) any death or change in the constitution or status of the Tenant or of any other person who is liable, or of the Landlord;
- g) any amalgamation, reconstruction, reorganisation or other arrangement of any party with any other person, any change of the whole or any part of the assets of any party or any other person;
- h) the existence of a winding-up order in relation to the Guarantor or of an Act of Insolvency in relation to the Guarantor;
- i) anything which may be required to be done by the Landlord by deed.

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

9.7. The Guarantor shall be liable for the Tenant's obligations under this Lease at the earlier of:

- a) The date on which the Lease expires;
- b) The date on which the Tenant ceases to be bound by the Lease pursuant to the Landlord and Tenant (Covenants) Act 1995; or
- c) The date on which the Guarantor ceases to be bound by the Lease in accordance with clause 9.5.

10. Applicable Law and Jurisdiction

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

10.2. Subject to clause 10.3, any dispute which arises out of or in connection with this Lease requiring a dispute to be settled by an expert or arbitrator shall be referred to the courts of England and Wales having exclusive jurisdiction to hear and determine the dispute arising out of or in connection with this Lease, including in relation to the Tenant's obligations.

10.3. Any party may seek to enforce its obligations under this Lease in the courts of England and Wales arising out of or in connection with the Lease, including in relation to any non-contractual obligations.

THIS LEASE has been executed and dated 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
presence of

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where)

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]

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 _____

OR (execution clause where witness is not required)

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 clause)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution clause)

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 the Guarantor)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____



First Schedule

Granted to the Tenant

1. The right to connect to and use public mains for the passage of water, gas, oil, telephone, heating, electricity, internet, data communications and similar supplies or utilities.
2. The right to support and use 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 from 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 neighbouring property, whether by way of easement or otherwise, under the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* or otherwise.]



Second Schedule – Access to the Landlord

1. The right to the pass electricity, oil, telecommunications and data communications and facilities from and to any adjoining or neighbouring premises
2. The right to enter the Premises for the purpose of:
 - a) review or measure the performance of the Premises including to install and to monitor the energy consumption within or relating to the Premises and to prepare an EPC;
 - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is carried out without entry onto the Premises, the right to:
 - a) build on or into any land on or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any adjoining premises
4. [Where the Tenant (if the Landlord consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises for the purpose of:
 - a) give the Tenant at least 14 days' 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 premises at any time that includes being accompanied by the Tenant's representative (if available);
 - c) observe any specific provisions of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out any 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

S A M P L E

- i) where reasonably necessary, any rights outside the normal business hours of the Premises;
- 6. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof of the Premises if the Landlord may require.]
- 7. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Tenant is to do so) as the Landlord in its absolute discretion considers necessary, provided that such works do not interfere with the flow of light and air to the Premises and do not require the Landlord to underpin or shore up the Premises:
 - a) giving the Tenant details of the works to be carried out;
 - b) consulting with the Tenant in respect of potential interference;
 - c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - d) taking into consideration the quality of construction and workmanship;
 - e) taking reasonable steps to minimise interference to the Premises by noise, dust and vibration and to consider the Tenant's suggestions for limiting any interference;
 - f) making good any physical damage to the Premises or its contents.
- 8. The right, where necessary, to place scaffolding and other equipment on the Premises and to place equipment on the roof of or outside any buildings on the Premises in exercising the right, provided that:
 - a) any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
 - b) the scaffolding causes no obstruction to the entrance to the Premises;
 - c) the scaffolding does not display any signs or notices and safety notices are not displayed on it (except for any health and safety notices) and no signs or notices of any other tenant whose premises are adjacent to the Premises are displayed on it (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) display a sign (approved by the Landlord) on the exterior wall of the Premises in front of the Premises so that it is clearly visible to the public.
- 9. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions on neighbouring premises any restrictions on the Tenant.
- 10. The right to support and maintain any adjoining premises owned by the Landlord.
- 11. All rights of light or air which now exist or that might (but for this

reservation) be acquire

S

A

M

P

L

E

S

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

Conditions

to keep any inflammable, volatile, dangerous or explosive materials on the Premises.

2. To make any application for a licence or registration which is required in connection with the Premises (under the Licensing Act 2003) and to comply with all laws and regulations relating to the use of the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant legislation.

paragraph 1 in writing accompanied by all relevant information to the reasonable satisfaction of the Landlord and will be kept for the purposes of the Tenant's business and will be kept in accordance with relevant legislation.

3. To maintain high standards of cleanliness and hygiene in the Premises used for the purposes of the Tenant's business and to avoid all health hazards in parts of the Premises used for the purposes of the display, service and consumption of food.

avoid all health hazards in parts of the Premises used for the purposes of the display, service and consumption of food.

4. To obtain, maintain and renew a licence or registration which is required in connection with the Premises (under the Licensing Act 2003) and to comply with all laws and regulations relating to the use of the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant legislation.

for registration which is required in connection with the Premises (under the Licensing Act 2003) and to comply with all laws and regulations relating to the use of the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant legislation.

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

copy of any document relating to the Tenant's compliance with the Food Hygiene Regulations 2012 at the Premises.

6. Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.

Landlord's Neighbouring Property.

7. No vehicles may be parked on the Landlord's Neighbouring Property for the purposes of loading or unloading of goods or materials overnight.

vehicles may remain in any service area within the Landlord's Neighbouring Property for the purposes of loading or unloading of goods or materials overnight.

8. No mat, brush or mop water may be thrown out of the windows of the Premises nor shall anything be thrown out of the windows of the Premises.

the Premises nor shall anything be thrown out of the windows of the Premises.

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

to place or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.

10. Not to overload any structure at the Premises nor any structure on the Landlord's Neighbouring Property.

structures nor any machinery or equipment on the Premises.

11. No blind should be fitted to the Premises without the previous written approval of the Landlord.

Premises without the previous written approval of the Landlord.

12. Not to place or expose on the Landlord's Neighbouring Property any goods or materials.

upon the Landlord's Neighbouring Property any goods or materials.

A

M

P

L

E

Fourth Schedule Provisions

1. The Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Review Date (or which would have been payable save for any concession) and the Open Market Rent as at the Relevant Review Date. The amount of the Annual Rent payable from that date shall be the greater of the Annual Rent which was payable immediately before the Review Date (or which would have been payable save for any concession) and the Open Market Rent as at the Relevant Review Date.
2. The Landlord and the Tenant shall, before each Review Date but not more than three months before the Relevant Review Date either the Landlord or the Tenant may at any time thereafter (whether before or after the Relevant Review Date) give notice in writing to the other party requiring that the determination of the Open Market Rent be referred to an Independent Expert provided that if the parties do not so agree the determination of the Open Market Rent will be referred to an Independent Expert by arbitration.
3. The Independent Expert shall:
 - 3.1 act as an expert;
 - 3.2 invite the Landlord and the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Landlord and the Tenant an opportunity to make counter proposals;
 - 3.4 give written reasons for his determination which will be binding on the parties.
4. The Independent Expert's determination shall be borne between the Landlord and the Tenant in such proportions as the Independent Expert shall determine or in the absence of such determination equally between the Landlord and the Tenant.
5. If the Open Market Rent is determined by any Relevant Review Date:
 - 5.1 the Tenant shall pay the Open Market Rent from the date when the Open Market Rent has been ascertained to the date when the Rent has been ascertained to be payable at the yearly rate payable for the Relevant Review Date;
 - 5.2 the amount of the Open Market Rent actually payable from such Relevant Review Date shall be the amount actually payable from such Relevant Review Date and the Landlord will demand the difference (if any) between the amount actually paid and the amount that would have been payable if the Open Market Rent had been ascertained before the Relevant Review Date;
 - 5.3 the Tenant must pay the difference to the Landlord within 10 working days after that demand is made and the interest on that difference at the rate of Barclays Bank plc shall be payable from the date of demand and the amount of that difference shall become payable to the date of demand and shall be treated as rent in arrear.
6. When the Open Market Rent is determined pursuant to the provisions of this Schedule, the Landlord and the Tenant shall complete a memorandum (in duplicate) setting out the amount of the Open Market Rent payable under this Lease from the Relevant Review Date and the names of the parties signed by or on behalf of the Landlord and the Tenant respectively.
7. Time is not of the essence of the completion of any steps under this Schedule.