

LR1. Date of lease	Date in full>>
LR2. Title number(s)	Landlord's title number(s) Landlord's title number(s) out of which this lease is granted. (If not registered, enter the Landlord's title number(s))>> Other title numbers Other title number(s) against which entries of lease have been referred to in LR9, LR10, LR11 and LR13 have been made. Other title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of each party. For Scottish companies enter SC prefix and for limited liability partnerships enter an OC prefix. For foreign companies enter the territory in which incorporated.</i>	Name of Landlord>> Address of Landlord>> Company number>> Name of Tenant>> Address of Tenant>> Company number>> Name of Guarantor (if any)>> Name of Guarantor>> Address of Guarantor>> Company number>> Other parties Capacity of each party, for example "tenant company", "guarantor", etc. Name of other party>> Address of other party>> Company number>>
LR4. Property <i>Insert a full description of the property being leased or refer to the clause, schedule or plan of a schedule in this lease in which the property being leased is more fully described.</i> <i>Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.</i>	Resolution of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail. Land and building[s] [shown edged red on the plan attached to this lease and] known as Address of Property>>

SAMPLE

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

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

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

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

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

... 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 definitions shall have the following meanings:

‘Act of Insolvency’

means:

- (a) the making of a voluntary arrangement or a moratorium for the benefit of any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the making of an application for the appointment of an administrator, or the appointment of an administrator, in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which no statement of solvency has been filed with the Registrar;
- (f) the making of a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
- (g) the making of an application to remove the Tenant or any guarantor from the Register of Companies, or the making of an application for the Tenant or any guarantor to be struck off the Register;
- (h) the making of an application for the Tenant or any guarantor otherwise ceasing to exist (but not an application for the Tenant or any guarantor to be struck off the Register); or
- (i) the making of an application for a bankruptcy order, the

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

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

... intention to appoint an administrator, or the making of an application for 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 in relation to 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 no statement of solvency has been filed with the Registrar;

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

... t or any guarantor from the Register of Companies, or the making of an application for the Tenant or any guarantor to be struck off the Register;

... nt or otherwise ceasing to exist (but not an application for the Tenant or any guarantor to be struck off the Register); or

... cation for a bankruptcy order, the

	pres ban		a bankruptcy order or the making of a Tenant or any guarantor.
	The par partners Partners to in t amende Liability in the L (as ame Act of I may be relation relevant		ply in relation to a partnership or limited Partnership Act 1890 and the Limited (ely) subject to the modifications referred ships Order 1994 (SI 1994/2421) (as partnership (as defined in the Limited subject to the modifications referred to ships Regulations 2001 (SI 2001/1090) analogous proceedings or events that the legislation of another jurisdiction in or incorporated or domiciled in such
‘Annual Rent’	means the Fou		ar exclusive of VAT as reviewed under
‘Arbitration’	means agreed appoint for the t written a		bitration Act 1996 by a single arbitrator Tenant or in default of agreement the Chief Officer or acting Chief Officer) stitution of Chartered Surveyors on the d or the Tenant;
‘Conduits’	means surface telecom or utilitie		mission of water, gas, air, foul and electricity, oil, telephone, heating, ta communications and similar supplies
‘Energy Performance Certificate’	has the (Englan EPC in		the Energy Performance of Buildings ns 2012 and is also referred to as an
‘Environmental Performance’	means (a) the gre (b) the (c) wa (d) an of		energy and associated generation of management; and impact arising from the use or operation
‘Independent Expert’	means default acting Charter Tenant;		agreed by the Landlord and Tenant or in by the President (or the Chief Officer or me being of the Royal Institution of written request of the Landlord or the

‘Insurance Rent’

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‘Insured Risks’

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landslip, heave, earthquake, burst or

or apparatus, damage to underground

city wires or cables, impact by aircraft or

articles dropped from them, impact by

commotion, strikes, labour or political

damage to the extent, in each case, that

normal market terms in the UK insurance

ance is taken out, and any other risks

reasonably insures from time to time,

ses, limitations and exclusions imposed

‘Interest’

means

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Barclay

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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;

‘Landlord’

includes

the immediate reversion to this Lease;

**‘Landlord’s
Neighbouring
Property’**

means

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‘Open Market Rent’

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‘Permitted Use’

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for immediate occupation and use and
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this Lease;

y be let and used for the uses
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thetical lease the willing tenant will
ree period, rent concession or any
or amount that might be negotiated in
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ecome payable after the end of that
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assumed on review which are specific

wise contain the same terms and
Lease (including the provisions for
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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
oining premises; [and

n are to be disregarded on review which

as a retail shop within use class E(a) of
(Use Classes) Order 1987]

OR

[WALE
Town and

a retail shop within use class A1 of the
(the Classes) Order 1987];

‘Premises’

means the Premises described in paragraph LR4 at the beginning of this
Lease and all fixtures and fittings in the Premises (other
than tenants' fixtures and fittings);

‘Rent’

means the Rent payable by this Lease;

**‘Rent Commencement
Date’**

means the date first to be paid>>;

‘Rent Days’

means the days of the month [1 September and 25 December] in each
year;

‘Review Date’

means the date of the years <<years>>] and "Relevant
Review Date" accordingly;

‘Surveyor’

means the person or persons from time to time appointed by the
Landlord;

‘Tenant’

includes the Tenant and assigns;

‘Term’

means the term of the Lease as described in paragraph LR6 at the beginning of this
Lease or continuation of it or period of
holding;

‘Title Matters’

means the Title Matters set out in the following documents: <<insert
list of documents relating to the Landlord's title to the Premises>>;

**‘Underletting
Requirements’**

means the

(a) that the Rent payable by the Tenant shall not be less than the then open market
rent payable in advance on the Rent Days;

(b) that the Tenant shall comply with sections 24 to 28 (inclusive) of the
Landlord's Act 1954;

(c) that the term of the underlease expires at least three
days before the expiry of the Lease;

(d) that the Tenant shall not be entitled to a fine or premium or a reverse
premium;

(e) that the Tenant shall, by the Landlord, a person of standing
accepts into a guarantee and indemnity of the
underlease;

(f) the Tenant shall execute a deed and in a form approved by the
Landlord;

- (g) that the Landlord shall give the undertenant a rent free period (excluding any period allowable to allow for any fitting out);
- (h) that the Landlord shall provide provisions for change of use and alterations in accordance with those in this Lease;
- (i) that the Landlord shall provide 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 provisions prohibiting dispositions of or interests in the premises other than an assignment or charge, which shall be given only with the prior written consent of the Landlord;
- (k) that the Landlord shall be a direct covenant from the Landlord to perform all the tenant's covenants in this Lease;
- (l) that the Landlord shall provide provisions requiring the undertenant to pay a proportion of the Insurance Rent and other sums payable under this Lease;
- (m) that the terms of this Lease and the provisions hereof are consistent with the terms of the Lease and the nature of the property.

'VAT'

means the Value Added Tax Act 1994 (and any amendments) and any references to rent or other monies payable or receivable are exclusive of any VAT charged or chargeable.

1.2. Unless the context otherwise requires:

- 1.2.1. "writing" or "written" includes electronic mail;
- 1.2.2. a "working day" is a day other than a Saturday, Sunday or a bank or public holiday;
- 1.2.3. a statute or a provision is a reference to that statute or provision as amended, extended or otherwise;
- 1.2.4. "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented;
- 1.2.5. a Schedule is a schedule to this Agreement; and
- 1.2.6. a clause or paragraph is a reference to a clause or paragraph of this Agreement (other than a clause or paragraph in a Schedule).

1.3. In this Agreement:

- 1.3.1. any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

- 1.3.2. words importing the 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 end of the Term shall include any sooner determination of the Term otherwise than by effluxion of time;
 - 1.3.5. any covenant by the Tenant to do an act or thing includes an obligation not to permit or suffer the act or thing to be done;
 - 1.3.6. references to the Tenant shall include the act or default of any person claiming to be the Tenant or his or her servants and agents;
 - 1.3.7. the clause heading shall not be taken into account in its construction of the Lease and are not to be taken into account in its construction of the Lease;
 - 1.3.8. references to this Lease shall include any instrument supplemental or collateral to it or any other document referred to in this 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 where such consent or approval is required under the terms of the mortgage.
- 1.4. The headings in this Lease shall be for convenience 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 rights set out in the First Schedule, excepting and reserving the rights set out in the Second Schedule and the Landlord's Neighbouring Property the rights set out in the Third Schedule, subject to the Title Matters.
- 2.2. The Tenant must pay a Rent to the Landlord consisting of:
- 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 thereafter on each Rent Day before the next Rent Day;
 - 2.2.2. on demand from time to time the Service Charge 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 with the Landlord that:
- 3.1.1. To pay the Rent to the Landlord in the manner stated without any legal or equitable deduction or set-off, except as may be required by law.

- 3.1.2. If any sum due under the Lease for more than <<maximum length of time rent is allowed to be in arrears>> (whether formally demanded or not), or if the Landlord demands rent so as not to waive a breach of covenant, the Tenant shall pay Interest (recoverable as rent in arrears) calculated on the amount unpaid or refused from the due date until the sum is made.
- 3.1.3. To pay or indemnify the Landlord for all existing and future rates, taxes, duties, charges, and levies charged on the Premises except for:
- tax (including stamp duty) payable; and
 - any other charges payable by 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, telecommunications 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, it has been allowed during the Term to the Tenant to make good the Premises to the Landlord on demand.
- 3.1.6. To keep the Premises in substantial repair and condition and clean and tidy except the Tenant shall not be liable for:
- this obligation where damage results from any of the risks and the Landlord has insured under clause 4.1.3 unless the insurance money is refused by reason of any breach of the Lease; and
 - the Tenant's obligation to put the Premises in any better state of repair than they were in at the date of this Lease and the schedule of condition annexed to this Lease.
- 3.1.7. [To clean and repair the Premises as often as reasonably necessary and, in the last year of the Term, renew and replace them with floor covering and furniture first approved by the Landlord.]
- 3.1.8. To decorate the Premises as often as is reasonably necessary and at least three months before the end of the Term. Any change of scheme must first be approved by the Landlord. All decoration must be done in a good and proper manner using good quality materials and must include all appropriate preparation of the Premises and include all materials and labour necessary to the Premises and include all materials and labour necessary to the Premises.
- 3.1.9. To keep any parts of the Premises which are not built upon clean and tidy and free from obstruction.
- 3.1.10. At the end of the Term the Tenant shall:
- to return the Premises to the Landlord in the repair and condition required by the Lease;
 - if the Landlord requires, and gives the Tenant notice no

later than
removal
alterations
any damage

c) to remove

d) to handle
relating to
health and
risk assessment
and gas

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, within the time being requested in writing, do one or more of the following:

a) the Landlord or the Tenant sell the possessions;

b) the Tenant indemnify the Landlord against any liability incurred by it to the Landlord in connection with the sale of the possessions;

c) the Landlord deduct the sale proceeds from the Tenant's rent after deducting the costs of transportation, storage and sale incurred by the Landlord.

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

a) if the Landlord or Surveyor gives to the Tenant (or its professional advisors) notice of any repairs or maintenance which are necessary or of any other failure by the Tenant under this Lease, to repair the failure in accordance with the notice within the time specified in the notice (or sooner if required);

b) if the Landlord or Surveyor gives to the Tenant (or its professional advisors) notice with clause 3.1.12 a), to permit the Tenant to enter the Premises and carry out the works at the expense of the Tenant (or its professional advisors) (recoverable from the Tenant (or its professional advisors) as a debt) the proper expenses of such works (including the Surveyor's and other fees).

3.1.13. To allow all those persons employed by the Tenant with their workers to enter the Premises at any time (whether or not during usual business hours) and, except in emergency, after having given reasonable notice (which need not be in writing) to the Tenant:

3.1.14. To pay to the Landlord on demand (or to the Landlord's professional advisors) all costs, charges, fees and other expenses (including the Landlord's and other professional fees) incurred by the Landlord (or which otherwise would be payable by the Tenant) in connection with or in contemplation of:

the end of the Term, the Tenant must remove any possessions fixed to the Premises, remove any other possessions from the Premises and make good any damage to the Premises by that removal;

the Tenant shall remove any possessions from the Premises; and

the Tenant shall deliver to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments and certificates relating to electrical installations.

the Tenant's possessions remain on the Premises and the Landlord requests their removal, the Tenant shall, within <<e.g. 7 days>> after the time being requested in writing, do one or more of the following:

the Landlord or the Tenant sell the possessions;

the Tenant indemnify the Landlord against any liability incurred by it to the Landlord in connection with the sale of the possessions; or

the Landlord deduct the sale proceeds from the Tenant's rent after deducting the costs of transportation, storage and sale incurred by the Landlord.

the Landlord or Surveyor to enter the Premises at any time on reasonable prior notice (except in emergency) to inspect the Premises and:

if the Landlord or Surveyor gives to the Tenant (or its professional advisors) notice of any repairs or maintenance which are necessary or of any other failure by the Tenant under this Lease, to repair the failure in accordance with the notice within the time specified in the notice (or sooner if required);

if the Landlord or Surveyor gives to the Tenant (or its professional advisors) notice with clause 3.1.12 a), to permit the Tenant to enter the Premises and carry out the works at the expense of the Tenant (or its professional advisors) (recoverable from the Tenant (or its professional advisors) as a debt) the proper expenses of such works (including the Surveyor's and other fees).

the Landlord or Surveyor to enter the Premises at any time (whether or not during usual business hours) and, except in emergency, after having given reasonable notice (which need not be in writing) to the Tenant:

the Tenant to pay to the Landlord on demand (or to the Landlord's professional advisors) all costs, charges, fees and other expenses (including the Landlord's and other professional fees) incurred by the Landlord (or which otherwise would be payable by the Tenant) in connection with or in contemplation of:

- a) the enforcement of the covenants of this Lease;
- b) any breach of the obligations in this Lease, including the preparation of a report 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] which the Tenant promises to improve their Environmental Performance in its absolute discretion, has agreed to do so;] 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) 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 for the Permitted Use [and only between Mondays to Fridays (and not on bank holidays)]

3.1.16. With regard to alterations to the Premises

- a) not to make any alterations to any adjoining premises;
- b) not to make any structural alterations to the Premises;
- c) not to make any alterations to the Premises which would, or may reasonably be expected to, have an adverse effect on the asset rating of the Premises; and
- d) save as may be permitted 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.

3.1.17. The Tenant may make alterations of a minor nature to the Premises which do not adversely affect the character, value, safety, statutory compliance or energy efficiency of the Premises, provided that the Tenant:

- a) giving notice to the Landlord of any such alterations, and an <<notice period given to Landlord (e.g. 2 months)>> notice in writing of its intention to make such alterations;

intention

works;

- b) carrying out the works in a good and workmanlike manner and in accordance with any permission, consent or approval required;

in a good and workmanlike manner and in accordance with any permission, consent or approval required;

- c) making good any damage to the Premises caused by the carrying out of the works;

the Premises caused by the carrying out of the works;

- d) reinstating the Premises to their former state and condition on or before the date specified in writing if the Landlord by notice in writing requires the Tenant to do so in accordance with clause 3.1.10;

their former state and condition on or before the date specified in writing 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 by the Tenant (except any which are required by law or by the Trade Regulations) as soon as practicable and so that the Tenant is liable for any failure to effect any necessary works for which the Premises are insured;

the plans and specifications of the works to be carried out and the cost of any alterations, additions or improvements by the Tenant (except any which are required by law or by the Trade Regulations) as soon as practicable and so that the Tenant is liable for any failure to effect any necessary works for which the Premises are insured;

3.1.18. In all cases where the Regulations 2015 apply to any works carried out by the Tenant on the Premises, the Tenant shall comply with the Landlord's conservation and safety regulations and to submit a copy of the completed health and safety file upon completion of the works.

(Design and Management) Regulations 2015 apply to any works carried out on the Premises (whether or not the Tenant is required to do so under this Lease), to comply with these Regulations and to submit a copy of the completed health and safety file upon completion of the works.

3.1.19. Not to exhibit any sign or advertisement on the outside of the Premises or so as to be visible from the outside of 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 colour approved by the Landlord in writing. The Tenant shall not withhold or delay in removing the sign and make good any damage caused by the sign to the satisfaction of the Landlord.

advertisement on the outside of the Premises or so as to be visible from the outside of 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 colour approved by the Landlord in writing. The Tenant shall not withhold or delay in removing the sign and make good any damage caused by the sign to the satisfaction of the Landlord.

3.1.20. With regard to legal requirements of the Premises:

of the Premises:

- a) to comply with any legal requirements relating to the Premises or to the Tenant's use and enjoyment of the Premises;

relating to the Premises or to the Tenant's use and enjoyment of the Premises;

- b) within the time specified by the Landlord to send a copy to the Landlord of any notice or other communication and take any other action in connection with the Premises which the Landlord acting reasonably may require;

by the Tenant of any notice or other communication and take any other action in connection with the Premises which the Landlord acting reasonably may require;

- c) not to carry out any works on the Premises without the prior written permission of the Landlord;

permission in relation to the Premises without the prior written permission of the Landlord;

- d) to comply with any legal requirements relating to the Premises or to the Tenant's use and enjoyment of the Premises;

permissions relating to or affecting the Premises or to the Tenant's use and enjoyment of the Premises;

- e) to comply with any legal requirements relating to the Premises or to the Tenant's use and enjoyment of the Premises;

Construction (Design and Management) Regulations 2015 commencing any works to make a structural alteration to the Premises in 4(8) to the effect that the Tenant is

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3.1.23. The Landlord may
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Premises; and

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ndlord may as a condition of giving
the Underletting Requirements.

conditions in relation to an assignment
each condition is reasonably required

by the Landlord and

a) the Tenant shall provide an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Guarantee Agreement") in such form as the Landlord may reasonably require;

b) If the Tenant provides an Authorised Guarantee Agreement to the Landlord, the Landlord shall assign the Lease to the assignee under this Lease, and the assignee shall be bound by the Tenant's covenants in this Lease, and the assignee shall enter into a guarantee in favour of the Landlord, which shall be reasonably required by the Landlord, and the assignee shall comply with the terms of the Authorised Guarantee Agreement;

c) a guarantor, who is a person of standing acceptable to the Landlord (acting reasonably) and enters into a guarantee in favour of the Landlord, which shall be reasonably required by the Landlord, and the assignee shall comply with the terms of the guarantee; and

d) (as an alternative to the requirement in paragraph c) that the assignee enters into a rent deposit agreement with the Landlord, the Landlord may reasonably require the assignee to provide a deposit 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 covenants in this Lease with a charge over the deposit;

e) that the assignee pays the Annual Rent or any other sums due under this Lease (provided that these arrears are not the subject of a dispute with the Landlord); and

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

Nothing in this clause shall prevent the Landlord from giving consent to the assignment of the Lease on any condition nor from refusing consent to the assignment 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 business as the Tenant, within the meaning of section 42 of the Landlord and Tenant Act 1954, and no relationship of landlord and tenant shall be created.

3.1.25. The Tenant may assign the Lease to a bank or other reputable lending institution, with the consent of the Landlord.

3.1.26. To permit the Landlord to enter the Premises to fix, repair, replace or improve any part of the Premises a notice for re-letting or for sale shall be given to the Landlord, and the Landlord shall be entitled to view the Premises at reasonable times (accompanied by an agent).

3.1.27. With regard to insurance

a) to comply with the requirements of the Landlord's insurers and not to do or omit to do anything which could invalidate any insurance; and

- b) if the insurance premium is increased, to do anything which increases any of the Landlord to repay the increased premium.
- 3.1.28. To pay VAT in respect of any sums made to the Tenant in connection with this Lease or any other agreement, including any payment or, if earlier, the date on which that supply takes place.
- 3.1.29. Where the Tenant, the Landlord or any other person, in connection with this Lease, to pay the 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 action, 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;
 - b) provide the Landlord with all information and assistance in relation to the claim which the Landlord may reasonably require, subject to the Tenant's obligation to provide all costs incurred by the Landlord in providing such assistance; and
 - c) mitigate the Landlord's loss (including its cost) where it is reasonable for the Landlord to do so.
- 3.1.32. To comply with the provisions of the Third Schedule and any other reasonable regulations made by the Landlord from time to time in the interests of good estate management.
- 3.1.33. To pay on demand (in full or in proportion (to be determined by the Landlord) of the costs properly incurred by the Landlord in insuring, repairing, maintaining, cleaning, cleansing and (where appropriate) repainting the premises which are used or are capable of being used by the Tenant and other premises.
- 3.1.34. Within 21 days after the transfer, underlease or charge of the Premises (whether by the Tenant or any other person) to send a certified copy of the relevant register together with updated official copies of the relevant register to the Landlord.

3.1.35. If this Lease is submitted for registration within one month of the date of completion of the relevant title transfer, the Tenant shall ensure that the relevant title is registered within one month of the date of completion of the relevant title transfer.

3.1.36. At the end of the term of this Lease, the Tenant shall deliver to the Landlord such other documents as the Landlord may reasonably require to close the title to this Lease and to ensure that the title is registered in the Landlord's name.

3.1.37. To notify the Landlord of any change of name of the Tenant and if the Landlord is notified of any change of name of the Tenant, the Landlord enters into a new lease with the Tenant on the same terms as the original lease.

4. Landlord's Covenants

4.1. The Landlord covenants to:

4.1.1. Subject to the Tenant's obligations under the Lease, to ensure that the Tenant has quiet enjoyment of the Premises without any 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 Tenant is required to obtain any EPC, the Landlord will obtain any EPC for the Premises before the start of 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 term of the Lease, at the Landlord's cost including professional fees and incidental expenses, subject to such excesses, exclusions or limitations as the insurers may require.

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

- a) provide a replacement Premises which is equivalent in layout or design so long as it is not less than equivalent to that previously at the Premises;
- b) repair the Premises if the Tenant has failed to pay any of the Insured Risks;
- c) repair the Premises after a notice has been served pursuant to the Lease.

4.1.5. If reasonably required, to provide:

- a) full details of the insurance policy;
- b) evidence of the current year's premium; and

registration at the Land Registry, within one month of the date of completion of the relevant title transfer, the Tenant shall ensure that the relevant title is registered within one month of the date of completion of the relevant title transfer.

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 ensure that the title is registered in the Landlord's name.

Landlord of any change of name of the Tenant and if the Landlord is notified of any change of name of the Tenant, the Landlord enters into a new lease with the Tenant on the same terms as the original lease.

and other sums due and complying with the Tenant's obligations under the Lease, to ensure that the Tenant has quiet enjoyment of the Premises without any interference by the Landlord or any other person claiming under or through the Landlord, except as otherwise permitted by the Lease.

to commission an EPC, the Landlord will obtain any EPC for the Premises before the start of the Term at its own cost.

plate glass at the Premises) with reputable insurers against loss or damage by the Insured Risks for the full term of the Lease, at the Landlord's cost including professional fees and incidental expenses, subject to such excesses, exclusions or limitations as the insurers may require.

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

ntical in layout or design so long as it is not less than equivalent to that previously at the Premises;

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eived or receivable by the Landlord.

4.2. If, following damage to the Premises, the Landlord (acting reasonably) reinstates the Premises, the Landlord shall, within six months from the date of damage, give the Tenant written notice of this right or remedy of the Landlord under this Lease. Any proceedings shall belong to the Landlord.

If, following damage to the Premises by an Insured Risk, the Landlord is unable to reinstate the Premises by an Insured Risk, the Landlord shall, if it is impossible or impractical to reinstate the Premises, reinstate the Premises by giving notice to the Tenant that the Premises shall be without prejudice to any proceedings for any breach of the tenant covenants of the Lease (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 more than 21 days>> after being

it is allowed to be in arrears e.g 14 or 21 days (whether or not formally demanded or not); or

5.1.2. the Tenant breaches

5.1.3. there is an Act of God

the Landlord may terminate this Lease (or any part of them) at any time after the date of the breach and on doing so this will not affect any right or remedy available to the Landlord.

(or any part of them) at any time after the date of the breach and on doing so 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 rent shall cease to be payable from the date of damage or destruction until the Premises are again fit for occupation or use, whichever is the shorter period.

(other than where the damage or destruction is caused by the Tenant) so as to be unfit for occupation or use, the rent shall cease to be payable from the date of damage or destruction until the Premises are again fit for occupation or use, whichever is the shorter period.

5.3. If the Premises or any part of 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 and the damage or destruction continues for a period of three years, the Tenant may terminate this Lease with written notice to the Landlord.

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, the Tenant may terminate this Lease with written notice to the Landlord.

5.4. If the Premises or any part of 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 and the damage or destruction continues for a period of three years, the Landlord may give the Tenant written notice of its intention to reinstate the Premises within six months of the date of damage or destruction, either party may terminate this Lease with immediate effect by giving written notice to the Landlord.

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, the Landlord may give the Tenant written notice of its intention to reinstate the Premises within six months of the date of damage or destruction, either party may terminate this Lease with immediate effect by giving written notice to the Landlord.

5.5. Nothing in this Lease shall prevent the release, modification or termination of the Lease or any rights or conditions to which any adjoining premises are subject.

to enforce, or to prevent the release, modification or termination of the Lease or any rights or conditions to which any adjoining premises are subject.

5.6. The parties agree that

party to this Lease has no right arising

solely by virtue of the terms of this Lease.

5.7. The Tenant acknowledges that this Lease constitutes or shall constitute a representation or warranty which may lawfully be used for any purpose allowed by this Lease.

5.8. The Tenant acknowledges that this Lease is entered into in reliance on any representation or warranty made by the Landlord.

6. Notices

6.1. Any notice given under this Lease must be in writing and sent by pre-paid first class post or otherwise delivered to or left at the address of the recipient in the United Kingdom that the recipient has given in writing not less than ten working days' before the date of service.

6.2. A notice served on:

6.2.1. a company or limited liability partnership registered in the United Kingdom must be served at its registered office;

6.2.2. a person resident in the United Kingdom must be served at the last address set out in the deed of guarantee if they are a party or if no such address has been given at the time of service;

6.2.3. anyone else must be served at:

a) in the case of a company or limited liability partnership, at any postal address in the United Kingdom at any time for the registered proprietor on the date of the deed of guarantee LR2.1 at the beginning of this Lease, or if no such address is given, at its last known address in the United Kingdom;

b) in the case of a person resident in the United Kingdom, at the address of that party set out in the deed of guarantee; and

c) in the case of a person resident in the United Kingdom, at the address of that party set out in the deed of guarantee; and

d) in the case of a person resident in the United Kingdom, at their last known address in the United Kingdom;

6.3. Any Notice given will be deemed to have been given on the second working day after the date of posting if sent by 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 having been given on a working day, it will be deemed to have been given on the immediately following working day.

6.5. Service of a notice by fax or email shall be deemed to have been given on the day of service under this Lease.

7. [Termination by Landlord]

7.1. The Landlord may determine the Lease by giving time [after <<insert date>>] by giving 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 of the determination.

7.2. If the Lease ends under this clause, it shall not affect the rights of any party for any period of time [after <<insert date>>] by giving 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 of the determination.

7.3. The Landlord shall refund to the Tenant any payments of Rent that relate to a period of time [after <<insert date>>] by giving 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 of the determination.

8. [Termination by Tenant]

8.1. The Tenant may determine the Lease by giving 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 of the determination.

8.2. This Lease shall only terminate if the Tenant has paid all Annual Rent due to the Landlord and/or any other person in respect of the occupation of the Premises and leave behind no continuing obligations.

8.3. [The break right in this clause shall not apply if the Tenant named in paragraph LR3 at the beginning of this Lease has died or the transfer of the Lease or the assignment of the Lease to the Tenant ceases to exist.]

8.4. If the Lease ends under this clause, it shall not affect the rights of any party for any period of time [after <<insert date>>] by giving 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 of the determination.

8.5. The Landlord shall refund to the Tenant any payments of Rent that relate to a period of time [after <<insert date>>] by giving 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 of the determination.

9. [Guarantor's Covenant]

9.1. The Guarantor:

9.1.1. Guarantees to the Landlord the Tenant's obligations in this Lease and shall, in default of payment by the Tenant, itself and comply with the obligations of the Tenant.

9.1.2. Covenants with the Landlord under an Authorised Guarantee Agreement with the Landlord on a Lease;

9.1.3. Covenants with the Landlord in clause 9.1.1 and shall, in default of payment by the Tenant, pay the rents or other sums due to the Landlord and supplemental documents.

9.1.4. Covenants with the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant proposing or purporting to have the effect of impairing, compromising or discharging any or all of the obligations of the

- Guarantor in this clause 9.2.1.
- 9.2. If the Landlord in its option either strikes off the Tenant's name from the register of companies or the Tenant being struck off the register of companies, the Guarantor must, within ten working days, at the Landlord's option either
- 9.2.1. at the Guarantor's option (in full or in part payment of the Landlord's costs) accept the grant of a lease to the Tenant on the following terms:
- a) for a term of years certain, to commence on the date of the disclaimer or for the period of years certain or the Tenant being struck off the register of companies, depending on the date when this Lease disclaimer, forfeiture or striking-off had effect;
 - b) at the same time as the date of the disclaimer, forfeiture or striking-off, for sums payable at the date of the disclaimer, forfeiture or striking-off, which would be payable save for any discount or other concession;
 - c) containing a provision for a rent review on the term commencement date of the lease, which would be payable on the first rent review under this Lease that falls on or after the term commencement date that has not been previously reviewed, and which has not been reviewed as at the date of the disclaimer, forfeiture or striking-off;
 - d) containing a provision for a rent review on each Rent Review Date under this Lease, which would be payable on the first rent review under this Lease that falls on or after the term commencement date of the new lease;
 - e) otherwise, on the same terms and conditions as this Lease; or
- 9.2.2. pay the Landlord a sum equal to the total of the rents, outgoings and all other sums due under this Lease for the period of 6 months following the date of the disclaimer, forfeiture or striking-off.
- 9.3. If clause 9.2.1 applies, the Guarantor must pay the Landlord's costs (on a full indemnity basis) and accept the grant of the lease.
- 9.4. If clause 9.2.2 applies, the Guarantor must, on payment in full, the Landlord must release the Guarantor from all liabilities under this clause 9 (but that will not affect the Landlord's right to enforce or remedies for breaches).
- 9.5. The Guarantor's liability under this clause 9 shall be discharged by:
- a) any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or any other person;
 - b) the Landlord's failure to enforce or remedy against the Tenant for any breach of this Lease or observe the Tenant's covenants;
 - c) any refusal by the Landlord to accept any rent or other payment due

- d) any variation of the Lease (not that a surrender of part will end the Lease in respect of the surrendered part);
- e) any right of the Tenant or the Guarantor to claim that the Tenant or the Guarantor may have been wronged;
- f) any death or change in the constitution or status of the Tenant or of any other person who is liable, or of any other person;
- g) any amalgamation or restructuring of the whole or any part of the assets of the Tenant or any other person;
- h) the existence of the Guarantor of an Act of Insolvency;
- i) anything done by the Landlord by deed.

9.6. The Guarantor must not be released from the Lease with the Landlord in the insolvency of the Tenant and must not be released from the Lease in respect of the Tenant's obligations under this Lease.

9.7. The Guarantor shall be released from the obligations under this Lease at the earlier of:

- a) The date the Lease expires;
- b) The date the Lease is released from the tenant covenants under this Lease and Tenant (Covenants) Act 1995; or
- c) The date the Guarantor is released in accordance with clause 9.6.

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, the courts of England and Wales have exclusive jurisdiction to settle by an expert any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

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

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

[Execution clauses for landlord and tenant]

Executed as a deed by affixing the common seal of

<<Landlord's Name>>
in the presence of

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 the deed is signed by the tenant)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

Executed as a deed by affixing

the common seal of
<<Tenant's Name>>
in the presence of

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

[Execution clauses for guarantors]

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

Director

Director/Secretary

OR (alternative company execution)

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

<<affix seal here>>

Signature:

Director

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 company is a sole trader)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, internet, data communications and similar supplies or utilities to the Premises.
2. The right to support and use any services from any adjoining premises owned by the Landlord.
3. [The right in common with others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles to and 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 the Landlord's Neighbouring Property or any part of the Landlord's Neighbouring Property, and the rule in *Wheelodon v Burrows* does not apply.]

Second Schedule – Access to the Landlord

1. The right to the pass over the Premises for the purpose of, foul and surface water drainage, gas, electricity, oil, telecommunications, internet, data and other services, and for the purpose of carrying out any works or repairs to any of the Premises or 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 performance of the Premises within or relating to the Premises and to prepare an EPC;
 - b) estimate the current or future energy consumption 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 enter the Premises for the purpose of:
 - a) build on or into any part of the Premises or on or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any part of the Premises or on or adjacent to the Premises.
4. [Where the Tenant (if the Tenant is a company) 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, or required to do any work or repairs in connection with this Lease:
 - a) give the Tenant at least 48 hours' prior notice (except in the case of an emergency, when the notice must be as much notice as may be reasonably practicable);
 - b) observe the Tenant's business hours and be accompanied by the Tenant's representative (if the Tenant's representative is available);
 - c) observe any specific requirements relating to 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 or repairs, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work or repairs;
 - h) remain upon the Premises for as long a period as is reasonably necessary; and

- i) where reasonably necessary, the right to use the Premises for 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 these works interfere with the flow of traffic or the connection with those works to underpin the Premises and shore up the Premises;
- a) giving the Tenant the right to carry out the works carried out;
- b) consulting with the Tenant in relation to the prevention of potential interference;
- c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
- d) taking into consideration the quality of construction and workmanship;
- e) taking reasonable steps to prevent 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 damage to the Premises or its contents.
8. The right, where necessary, to place scaffolding and equipment on the Premises in exercising the right to carry out the works provided that:
- a) any scaffolding is reasonably practicable, with any damage caused to the exterior of the Premises made good;
- b) the scaffolding caused no obstruction to the entrance to the Premises;
- c) the scaffolding does not obstruct or interfere with the display of any sign (except for any health and safety notices) on the Premises (or any other tenant whose premises are adjacent to the Premises) 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 request of the Tenant, display a sign (approved by the Landlord) on the exterior of the Premises in front of the Premises so that it is visible to the public.
9. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions or conditions similar to those imposed on the Tenant by neighbouring premises any restrictions on the Tenant.
10. The right to support and maintain the Premises from the Premises.
11. All rights of light or air which now exist or that might (but for this

reservation) be acquire

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1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or permit in paragraph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant Regulations 2012 at the Premises.
4. Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.
5. No vehicles may be parked on the Landlord's Neighbouring Property or remain in any service area within the Premises unless it is reasonably necessary for the purposes of loading or unloading of goods or supplies and no vehicles may remain overnight.
6. No mat, brush or mop or other refuse shall be thrown out of the window or into the street from the Premises nor shall anything be thrown 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.
7. Not to overload any structure or part of the Premises nor any machinery or equipment on the Premises.
8. No blind should be fitted to any window of the Premises without the previous written approval of the Landlord.
9. Not to place or expose any goods or materials upon the Landlord's Neighbouring Property any goods or materials upon the Landlord's Neighbouring Property.
10. Not to place or expose any goods or materials upon the Landlord's Neighbouring Property any goods or materials upon the Landlord's Neighbouring Property.

1. The Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Relevant 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 Relevant 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 agree the amount of the Open Market Rent before each Review Date but if they have not so agreed by the date which is 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.
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 of the Relevant Review Date 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 to the date of the Relevant Review Date shall be the amount actually payable from such Relevant Review Date to the date of the Relevant Review Date less the amount actually payable from such Relevant Review Date to the date of the 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 difference shall be calculated on a simple basis at the rate of Barclays Bank plc and shall become payable to the date of payment. If not paid by that date the difference 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 to the date of the Relevant Review Date signed by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence of compliance with any of the steps under this Schedule.