

LR1. Date of lease
LR2. Title number(s)
LR3. Parties to this lease

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<p>ate in full>></p>
<p>landlord's title number(s)</p> <p>er(s) out of which this lease is granted. ok if not registered. andlord's title number(s)>></p> <p>er title numbers</p> <p>le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made. her title number(s)>></p>
<p>ty)</p> <p>name of Charity>> a Charitable ed Organisation and a registered mber <<Insert Charity Commission with its principal office address in <<Insert address of Charity>>]</p> <p>name of Charity>> a charitable limited by guarantee registered in under number <<Insert company and a registered charity number Charity Commission number>> whose office is at <<Insert address of</p> <p>trustees, namely <<Insert full names of Charity's trustees>> of the charitable incorporated association] known as ame of Charity>> [a registered charity <Insert Charity Commission number>>] ce address is at <<Insert address of</p>

SAMPLE

<p>For a Tenant or Guarantor Scottish company use a SC prefix. For a Tenant or Guarantor which is a limited liability partnership use an OC prefix. For a Guarantor which is a foreign company use the territory in which incorporated</p>	<p>Name of Tenant>> Address of Tenant>> Company number>></p> <p>(if any) Name of Guarantor>> Address of Guarantor>> Company number>></p> <p>Parties Capacity of each party, for example "tenant company", "guarantor", etc. Name of other party>> Address of other party>> Company number>></p>
<p>LR4. Property</p> <p>Insert a full description of the property being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the property being leased is more fully described</p> <p>Where there is a letting of part of the property, a plan must be attached to the lease showing any floor levels must be specified.</p>	<p>In the event of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>> which is on the <<Insert floor number(s)>> floor of the Building (as defined in Rule 1.1)</p>
<p>LR5. Prescribed statements etc.</p> <p>If this lease includes a statement prescribed by 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, insert the statement under that sub-paragraph or refer to the schedule or paragraph of a schedule in this lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>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.</p> <p>Section 11</p> <p>This lease is made under, or by virtue of, provisions of:</p>
<p>LR6. Term for which the Property is let</p> <p>Include only the appropriate statement (or statements completed) from the three options below</p> <p>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.</p>	<p>Including commencement date>></p> <p>Including expiry date>></p>

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LR7. Premium <i>Specify the total premium, including VAT where payable.</i>

LR8. Prohibitions or restrictions on disposing of this lease <i>Include whichever of the two standard provisions is appropriate.</i> <i>Do not set out here the words of any provision.</i>
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LR9. Rights of acquisition etc. <i>Insert the relevant provisions of the Landlord's contract, or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i>
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LR10. Restrictive covenants granted by the Landlord in respect of the Property other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>

LR11. Easements <i>Refer here only to the clause, paragraph of a schedule in this lease which contains the provisions.</i>
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as specified in this lease at clause/paragraph << >>
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as follows: term>>

premium or "none">>

contains a provision that prohibits or restrictions.
Landlord'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.
Landlord's covenant to (or offer to) grant an easement in this lease
Landlord's contractual rights to acquire the Property

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easements granted by this lease for the benefit of the Property

<p><i>sets out the easements.</i></p>		<p>easements granted or reserved by this the Property for the benefit of other</p>
<p>LR12. Estate rentcharge bur Property</p> <p><i>Refer here only to the clause, paragraph of a schedule in this sets out the rentcharge.</i></p>		
<p>LR13. Application for standar restriction</p> <p><i>Set out the full text of the stand restriction and the title against wh entered. If you wish to apply for one standard form of restrictio clause to apply for each of them, is applying against which title and full text of the restriction you are</i></p> <p><i>Standard forms of restriction are Schedule 4 to the Land Regist 2003.</i></p>		
<p>LR14. Declaration of trust whe more than one person comp Tenant</p> <p><i>If the Tenant is one person, omit the alternative statements.</i></p> <p><i>If the Tenant is more than o complete this clause by omitting o inapplicable alternative statements</i></p>		<p>nt is more than one person. They are to Property on trust for themselves as joint</p> <p>nt is more than one person. They are to Property on trust for themselves as common in equal shares.]</p> <p>nt is more than one person. They are to Property on trust <<Complete as >>]</p>

1. Definitions and Interpretation

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

‘Act

text otherwise requires, the following

Insolvency'

S

any step in connection with any voluntary arrangement or any other compromise or arrangement in relation to the Tenant or any guarantor;

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

any notice of intention to appoint an administrator or the filing at court of the prescribed notice in connection with the appointment of an administrator, in relation to the Tenant or any guarantor;

the appointment of a receiver or manager or an administrator or a receiver in relation to any property or assets of the Tenant or any guarantor;

M

the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purposes of an amalgamation or reconstruction of a company in respect of which a statutory declaration of insolvency has been filed with the Registrar

a petition for a winding-up order or a declaration of insolvency in respect of the Tenant or any guarantor;

the removal of the Tenant or any guarantor from the register of companies or the making of an application for the removal of any guarantor to be struck-off;

any guarantor otherwise ceasing to exist (whether or not where the Tenant or any guarantor dies);

P

an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

L

the provisions shall apply in relation to a partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2000 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 2002 (SI 2002/4242) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

includes any analogous proceedings or actions taken pursuant to the legislation of any jurisdiction in relation to a tenant or guarantor as may be prescribed in such relevant jurisdiction;

E

'Annual Rent'

>> per year exclusive of VAT;

'Building'

'Common Parts'

'Conduits'

**'Energy
Performance
Certificate'**

**'Environmental
Performance'**

'Insured Risks'

'Interest'

S

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and building known as <<address of
number <<insert title number>> including
vements;

paths, yards, halls, passageways, fire
lifts and landings [which are shown
plan attached to this Lease] and any
building which are provided for use in
nts and occupiers of the Building, the

the transmission of water, gas, air, foul
drainage, electricity, oil, telephone,
ications, internet, data communications
utilities;

en to it in the Energy Performance of
(England and Wales) Regulations 2012;

the following:

of energy and associated generation of
missions;

of water;

and management; and

mental impact arising from the use or
remises;

fire (including subterranean fire),
storm, flood, subsidence, landslip,
burst or overflowing water pipes, tanks
by aircraft or other aerial devices and
d from them, impact by vehicles,
mmotion and malicious damage to the
that cover is generally available on
rms in the UK insurance market at the
taken out, and any other risks against
reasonably insures from time to time,
to any excesses, limitations and
by the insurers;

the rate of <<rate of interest on
s e.g. two>> per cent per year above
time being of Barclays Bank plc or (if
bank ceases to exist) a reasonable
d by the Landlord to the Tenant;

‘Landlord’

**‘Landlord’s
Neighbouring
Property’**

‘Letting Unit’

‘Permitted Use’

‘Premises’

S

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E

entitled to the immediate reversion to

buildings owned by the Superior Landlord

ual office suite or other unit of the Building (other than any provided for a porter or caretaker) that is let wholly occupied (or intended for letting or) otherwise than solely in connection with the operation of the Building or the provision of services;

means as offices within use class E(g)(i) of the Town and Country Planning (Use Classes) Order 1987;

means as offices within use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];

as described in paragraph LR4 at the time of the Lease including:

er, tile and other surface finishes and the work of the walls in or bounding the columns;

doors and windows including the glass, panes and glazings;

structural walls and partitions lying within the Building;

ered coverings or other surface finishes up to the underside of the joists or other structures to which the ceilings are fixed, including for example the suspended ceilings which are attached to the ceiling tiles and the complete ceiling system;

and other surfaces of the floors down to the underside of the joists or structures to which the floors are attached;

including only the Premises including the balcony;

to be used to serve the Premises exclusively;

ing, mechanical and water and sanitary fittings exclusively to the Premises and all other fittings in the Premises (other than the above) not excluded below;

not include:-

the Building (other than any matters included above) lying above the underside of the roof of the Building;

res to which the ceilings are fixed or
surfaces of the joists or structures to
fixed including the floor slab the roof
the floor slab of the balcony (if any);

bers and joists and other load bearing
g or any of the external or structural
ing columns in the Building except
es and coverings staircases windows
included above;

the Building which do not serve the
ely;

‘Rent’

ed as rent by this Lease;

**‘Rent
Commencement
Date’**

rent is first to be paid>>;

‘Rent Days’

24 June, 29 September and 25
;

**‘Retained
Property’**

Building which are not Letting Units
ed to):

serving the Building except any that
ny individual Letting Unit;

structure, walls, foundations and roofs
in the Premises and would not be
er Letting Units in the Building if they
ne basis as the Premises;

**‘Superior
Landlord’**

is for the time being landlord under

‘Superior Lease’

d <<date>> and made between (1)
nd (2) <<name of tenant>>;

‘Surveyor’

architect from time to time appointed
s the case may be, the Superior

‘Tenant’

title and assigns;

‘Term’

ed in paragraph LR6 at the beginning

‘Title Matters’

ny) set out in the Superior Lease and
ments: <<insert list of documents
title to the Premises>>;

‘VAT’

constituted by the Value Added Tax Act 1994. Any other references to VAT (whether expressly stated or otherwise) shall be deemed to be references to VAT payable by the Tenant are exclusive of any other chargeable).

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

1.2.1 “writing” shall include any document but not email;

1.2.2 a “working day” shall mean any day other than a Saturday, Sunday or public holiday in England and Wales;

1.2.3 a statute or statutory provision shall mean a reference to that statute or provision as amended at the relevant time;

1.2.4 “this Agreement” shall mean this Agreement and each of the Schedules thereto as amended at the relevant time;

1.2.5 a Schedule shall mean a Schedule to this Agreement; and

1.2.6 a clause shall mean a reference to a clause of this Agreement or a paragraph of the relevant Schedule.

1.3 In this Agreement:

1.3.1 any reference to a person shall include a natural person, corporate or unincorporated body, whether or not having separate legal personality; and

1.3.2 words importing the singular shall include the plural and vice versa;

1.3.3 words importing the masculine shall include any other gender;

1.3.4 reference to time shall include any sooner determination of time;

1.3.5 any covenant or obligation to do an act or thing includes an obligation to cause such act or thing to be done;

1.3.6 reference to the default of the Tenant shall include the act, omission or neglect of the Tenant or of the Premises and their respective servants or agents;

1.3.7 the clauses of this Lease shall be taken into account in their entirety and are not to be taken out of context or interpretation; and

1.3.8 reference to a document shall include any document supplemental or collateral to its terms.

1.4 The headings in this Agreement are for convenience only and shall not affect the interpretation of the provisions of this Agreement.

1.5 Whenever the Tenant is required to obtain the consent or approval of the Landlord, the Tenant shall also obtain the consent or approval of the relevant authority.

of the Superior Lease

2. Demise and Rent

- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to the same) the rights set out in the First Schedule, except in relation to the Neighbouring Property and the Landlord's Property the rights set out in the Second Schedule and the other matters set out in the Schedule of Matters.
- 2.2 The Tenant must
- 2.2.1 pay the Annual Rent in advance by bankers' standing order (or by any other method if the Landlord so requires) on the Rent Days, beginning on the date of this Lease for the period commencing on the Commencement Date and ending on the day before the day of termination of the Lease;
- 2.2.2 on demand pay to the Landlord <<percentage>> per cent of the insurance rent payable under the Superior Lease;
- 2.2.3 on demand pay to the Landlord <<percentage>> per cent of the service charge payable under the Superior Lease;
- 2.2.4 any other sums payable by the Tenant to the Landlord under this Lease; and
- 2.2.5 any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1 The Tenant covenants
- 3.1.1 To pay the rent in the manner stated without any set-off or counterclaim unless required by law.
- 3.1.2 If any sum of rent is unpaid for more than <<maximum length of time rent may be in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so long as the Tenant is in arrears), the Tenant must on demand pay interest on the arrears (calculated on a daily basis on the amount of the arrears) from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, levies, charges, financial impositions charged on the Premises or in respect of the Premises
- a) tax (including stamp duty) payable; and
- b) any other sums payable by the Landlord's dealing with its own interests.
- 3.1.4 To pay or discharge all charges incurred relating to the Premises or in respect of the Premises.

to water
telephon
commun
Premises

face water drainage, electricity, oil,
communications, internet, data
supplies or utilities supplied to the
(charges and meter rents).

3.1.5 If the La
the Term
demand.

because it has been allowed during
the good that loss to the Landlord on

3.1.6 To keep
clean and
Risks un
reason o

and substantial repair and condition and
damage results from any of the Insured
the insurance money is refused by
fault of the Tenant).

3.1.7 [To clea
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renew at
first appr

coverings in the Premises as often as
the final three months of the Term,
for coverings of a colour and quality

3.1.8 To deco
as often
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scheme
carried o
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preparat

any) and the inside of the Premises
ary and also in the last three months
any changes in the external colour
by the Landlord. All decoration must be
manner using good quality materials
Premises and include all appropriate

3.1.9 To keep
tidy and

es which are not built upon clean and

3.1.10 At the en

a) to re
requ

the Landlord in the repair and condition

b) if the
fixed
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Prem

to remove all items the Tenant has
ove any alterations the Tenant has
take good any damage caused to the

c) to re

possessions from the Premises; and

d) to h
relat
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risk
and

and all documents held by the Tenant
matters including (but not limited to)
tests, asbestos surveys and reports, fire
s, and certificates relating to electrical

3.1.11 If, follow
remain o
<<e.g. 7
so:

in, any of the Tenant's possessions
the Tenant fails to remove them within
stated in writing by the Landlord to do

a) the L

ent of the Tenant sell the possessions;

b) the

the Landlord against any liability

- incurred by a party whose possessions have been sold or disposed of in mistaken belief that the possessions belong to the Tenant;
- c) the net proceeds of the sale, after deduction of the Landlord's reasonable costs of transportation, storage and sale incurred by the Landlord;
- 3.1.12 To permit the Superior Landlord at all reasonable times on reasonable notice (except in emergency) to enter and inspect the Premises;
- a) if the Superior Landlord or their agents or Surveyor gives written notice to the Tenant of any repairs or works which the Tenant has failed to carry out or of any breach by the Tenant to comply with its obligations under the Lease of the Premises and/or remedy such failure, the Superior Landlord may give notice within a period of two months from the date of such notice (or sooner if required); and
- b) if the Superior Landlord gives written notice to the Tenant in accordance with clause 3.1.12 a), to permit the Superior Landlord to enter the Premises and carry out the repairs or works at the Tenant's expense and to pay to the Landlord a sum equal to the cost of such works (including all legal costs, damages and expenses) as may be demanded (recoverable as a contractual debt);
- 3.1.13 To allow the Superior Landlord to exercise any right to enter the Premises to do so as may be necessary for the Landlord to employ contractors, agents and professional advisers at any reasonable time (whether or not during business hours) and, except in the case of an emergency, to give reasonable notice (which need not be in writing) to the Tenant;
- 3.1.14 To pay to the Superior Landlord, in any case may be, the Superior Landlord's all costs, charges, fees and other expenses (including the Superior Landlord and Surveyor's and other professional fees) provided that the Superior Landlord or the Superior Landlord (or their agents or Surveyor) are not liable by them) in connection with or in consequence of the Tenant's breach of any covenant or covenants of this Lease;
- a) the Tenant's obligations under the covenants of this Lease;
- b) any obligations in this Lease, including the Tenant's obligations to give notice under section 146 of the Law of Property Act 1925;
- c) any obligations in this Lease, including the Tenant's obligations to give notice under section 146 of the Law of Property Act 1925, where the Tenant is required for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused, in any case where the Landlord or the Superior Landlord is required to act reasonably and they have acted reasonably in giving or withholding consent;
- d) [carrying out any works or improvements to the Premises to improve their condition or appearance where the Tenant in its absolute discretion has decided that the Landlord doing 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:

- 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, business, manufacture, occupation or thing; and
- d) to use the Premises for the Permitted Use [and only between the hours of 09.00 to 18.00 on Mondays to Fridays (and not on bank holidays)].

3.1.16 With regard to:

- a) not to interfere with 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 have an adverse effect on the asset performance Certificate commissioned in respect of the Building;] and
- d) [save in respect of alterations set out in clause 3.1.17 below,] not to make any alterations or additions of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be withheld or delayed).

3.1.17 [The Tenant shall not, without the prior written consent from the Landlord erect, alter or remove any partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the Building or have an adverse impact on the Energy Performance of the Premises or the Building and which shall be the Tenant's fixture subject to the Tenant:

- a) giving the Landlord <<notice period given to carry out e.g. 2 months>> notice in writing before carrying out any such works;
- b) carrying out such works in good and workmanlike manner and in accordance with any permission, consent or approval required;
- c) reinsuring the Premises in their former state and condition on or before the date of completion if the Landlord by notice in writing requires this; and
- d) informing the Landlord of the cost of any alterations or additions carried out, except any which are trade or tenant's fixtures.

- fixtures and fittings shall be replaced or repaired as practicable and so that the Landlord will not be required to effect any necessary increase in the amount of the rent payable by the Tenant. The Premises are insured unless the Tenant has agreed otherwise in writing.]
- 3.1.18 In all cases, the Tenant shall comply with any Regulations (Design and Management) made under the Building Regulations 2010 in connection with any works carried out to the Premises. The Tenant shall obtain the necessary consent is required for them under this Lease, and shall provide the Landlord with a copy of the Regulations and to provide the Landlord with a copy of the 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 other than a sign showing the name of the Tenant in the position specified by the Landlord. The sign shall be of a size, design, layout and material to be agreed by the Landlord and at the end of the Term to remove any damage caused to the Premises by the sign or advertisement.
- 3.1.20 With regard to the Premises, the Tenant shall:
- to comply with any Regulations made under the Building Regulations 2010 in connection with any works carried out to the Premises;
 - within the period of time specified by the Tenant of any notice or other communication sent to the Premises to send a copy to the Landlord and to take all necessary steps to comply with the Regulations and take any other action which the Landlord acting reasonably may require;
 - not to use the Premises for any purpose without the written permission in relation to the Premises of the Landlord;
 - to comply with any permissions relating to or affecting the Premises;
 - to comply with any Regulations made under the Building Regulations 2010 in connection with any works carried out to the Premises and to give the Landlord written notice of the commencement of any works to make a copy of the Regulations to the effect that the Tenant is the responsible person for the purposes of the Regulations, to give the Landlord a copy of the Regulations and to fulfil the obligations of the Regulations;
 - to keep the Premises at all times equipped with all fire prevention detection and alarm systems which is required by law or by the insurers of the Premises and to comply with any requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
 - to notify the Landlord immediately of any defect or disrepair in the Premises and to keep the Landlord liable under any law or regulation.

- h) not without the prior written consent of the Landlord to apply for an Easement in respect of the Premises.
- 3.1.21 Not to acquire any Easements to be acquired over the Premises which may result in the acquisition of a right or easement over the Premises;
- a) the Tenant shall not assign the Lease to the Landlord; and
- b) the Tenant shall not sublet the Lease in any way that the Landlord requires in writing so long as the Landlord meets the Tenant's requirements and is not adverse to the Tenant's business interests;
- 3.1.22 With regard to the use of the Premises, the Tenant shall:
- a) not transfer the Premises to a trust for another;
- b) not allow any third party to occupy the whole or any part of the Premises;
- c) not transfer possession or occupation of the whole or any part of the Premises;
- d) not transfer the whole or any part of the Premises;
- e) not transfer the Premises; and
- f) not transfer the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions imposed in writing by the Landlord.
- 3.1.23 The conditions of the Premises shall impose in relation to an assignment of the Lease:
- a) that the assignee shall be someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of this Lease under an authorised guarantor;
- b) that the assignee shall enter into an agreement guaranteeing that the assignee shall comply with the Tenant's covenants in this Lease (an "Authorised Assignment Agreement") in such form as the Landlord may require;
- c) that the assignee shall be, in the Landlord's reasonable opinion of sufficient creditworthiness to enable it to comply with the conditions contained in this Lease;
- d) that the assignee shall be acceptable to the Landlord acting on the basis of the guarantee and indemnity of the Tenant's guarantor in such form as the Landlord may require.

e) that the Tenant shall pay to the Landlord a rent deposit deed in such form as the Landlord may require with the Landlord providing for a period of not less than <<e.g. six>> months' Annual Rent (plus interest at the date of the assignment) as security for the performance of the tenant's covenants in this Lease; and

f) that the Tenant shall pay to the Landlord of the Annual Rent or any other sum due under this Lease and that any material breach of this Lease has been remedied.

3.1.24 To permit the Landlord at any time during the Term to enter the Premises for the purpose of showing a suitable part of the Premises a notice to view to potential tenants and buyers to view the Premises at such times (accompanied by the Landlord or its agent).

3.1.25 With regard to the Tenant's obligations to the Landlord:

a) to comply with the instructions of the Landlord's or the Superior Landlord to do or omit to do anything which could be reasonably expected of a tenant; and

b) if the Tenant is required to do anything which increases any insurance premium payable by the Landlord or the Superior Landlord, to pay to the Landlord the increased premium to the Landlord on demand.

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

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

3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, expenses, charges, costs, liabilities, losses, action, or damage, including the cost of defence, incurred in defending or settling any action, claim, demand, damage, or injury, or death, or the exercise of any right arising from:

a) the use of the Premises or the Tenant's use of the Premises;

b) the exercise of the Tenant's rights; or

c) the operation of the Premises.

3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall be entitled to recover from the Tenant the amount of the indemnity in clause 3.1.28, the

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

3.1.30 With regard to the Common Parts:

- a) to take such steps as are reasonable (without limitation) when bringing in or removing goods or chattels from the Premises;
- b) to use the Common Parts (passage, staircase, lavatories and water closets) in a careful manner and to make good any damage caused by improper or careless use;
- c) to keep the Common Parts (passages and staircases in the Common Parts) in good repair and in good construction at all times.

3.1.31 To comply with the provisions of the Third Schedule and any other regulations made by the Landlord or the Superior Landlord in the interests of good estate management.

3.1.32 To pay or contribute towards the cost of a fair proportion (to be determined by the Landlord) of the rates and expenses properly incurred by the Landlord in insuring, repairing, replacing, or maintaining (where appropriate) lighting any Conduits, or other premises used or are capable of being used by the Tenant or other premises.

3.1.33 Within 21 days of the execution of the Premises, the Tenant (or any person) to provide to the Landlord a copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

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

3.1.35 At the end of the Lease the Tenant shall deliver to the Landlord the original of this Lease as the Landlord reasonably requires and to remove entries in relation to it from the Land Registry registered title.

3.1.36 To notify the Landlord of the Tenant's obligations under this Lease and if the Landlord so requires to procure that the Landlord enters into a deed of guarantee in the same terms as the original guarantee.

3.1.37 To comply with the obligations in the Superior Lease insofar as they are not inconsistent with the terms of this Lease.

4. Landlord's Covenants

4.1 The Landlord covenants

4.1.1 Subject to the rents and other sums due and payable under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord claiming under or in trust for the benefit of the Landlord committed by the Lease.

4.1.2 To pay the rent service charge and other sums properly due under the Superior Lease.

4.1.3 To take all such steps as may be necessary to enforce the obligations of the Superior Lease.

5. Provisos and Agreements

5.1 The parties agree

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

5.1.2 the Tenant shall not assign or sublet

5.1.3 there is a

the Landlord may exercise the right to forfeit (or any part of them) at any time after the expiry of the period specified in this clause and this will not affect any right or remedy available to the Landlord.

5.2 If the Premises are rendered unfit for occupation by any Insured Risk so as to be covered by any insurance policy and the insurance is not vitiated or payment of the insurance money is not made or is delayed through any act, neglect or default of the Tenant, the Tenant shall be liable to pay a fair proportion of it will cease to be payable from the date of the completion of the reconstruction for a period of three years or until the Premises are again occupied or used by the Tenant, whichever is the longer.

5.3 Nothing in this Lease shall prevent the Landlord from exercising the right to enforce, or to prevent the enforcement of, any covenants, rights or conditions to which the Premises are subject.

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

5.5 The Tenant acknowledges that its signature in this Lease constitutes or shall constitute an acknowledgment of the terms of this Lease.

- constitute a representation that the Premises may lawfully be used for any purpose for which they are licensed or used for any purpose for which they are licensed.
- 5.6 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord.
- 6. Notices**
- 6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid post, by hand delivery to or otherwise delivered to the recipient in accordance with clause 6.2 or to any other address specified as its address for service by giving written notice in writing 7 days' notice under this clause 6.
- 6.2 A notice served on:
- 6.2.1 a company or partnership registered in the United Kingdom; or
 - 6.2.2 a person or entity incorporated or established in a country outside the United Kingdom, the address for service in the United Kingdom shall be the address in the deed or document to which they are a party or to which a reference has been given at their last known address; or
 - 6.2.3 anyone else, then:
- a) in the case of a company or partnership, at any postal address in the United Kingdom, at any time for the registered proprietor on the terms set out in paragraph LR2.1 at the beginning of this Lease, or at its last known address in the United Kingdom;
 - b) in the case of a person or entity, at the Premises;
 - c) in the case of a person or entity, at the address of that party set out in the deed or document to which they gave the guarantee; and
 - d) in the case of anyone else, at their last known address in the United Kingdom.
- 6.3 Any Notice given in accordance with clause 6.2 shall be deemed to have been served on the second working day after the date of posting by post, or the date of delivery by first class post or special delivery or at the recipient's address if delivered by hand.
- 6.4 If a notice is treated as served at 9:00AM on the second working day that is not a working day or after 5:00PM on a working day, it shall be treated as served at 9:00AM on the second working day following.
- 6.5 Service of a notice in accordance with clause 6.2 shall not be a valid form of service under this Lease.
- 7. Termination by Landlord**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving to the Tenant written notice of the period to terminate lease e.g. 3 months.

- months>> notice at any time.
- 7.2 If the Lease ends, this will not affect the rights of any party for any prior period in this Lease.
- 7.3 The Landlord shall receive all payments of Rent that relate to a period after the Lease ends.
- 8. [Termination by Tenant]**
- 8.1 The Tenant may terminate the Lease at any time [after <<insert date>>] by giving to the Landlord a notice of termination of the Lease in the form set out in schedule 2 to the 2003 Order. The notice period to terminate lease e.g. 6 months>> notice at any time.
- 8.2 This Lease shall terminate on the date of a notice given by the Tenant if the Tenant has paid the Rent up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be personal to the Tenant named in paragraph LR3 of the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be a tenant of the Premises.]
- 8.4 If the Lease ends, this will not affect the rights of any party for any prior period in this Lease.
- 8.5 The Landlord shall receive all payments of Rent that relate to a period after the Lease ends.]
- 9. Exclusion of Security of Tenure**
- 9.1 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant enters into this Lease) the Tenant shall be bound to enter into this Lease) the Tenant shall be bound to enter into this Lease in the form set out in schedule 1 to the 2003 Order (the "2003 Order") (England and Wales) Order 2003.
- 9.2 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant enters into this Lease) the Tenant shall be bound to enter into this Lease) the Tenant shall be bound to enter into this Lease for a person on behalf of the Tenant) in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant cannot claim the benefit of this Lease (or as the case may be before the Tenant enters into this Lease) the Tenant shall be bound to enter into this Lease) the Tenant shall be bound to enter into this Lease who made the declaration on the Tenant's behalf shall be a person acting in his own authority.
- 9.4 The Landlord shall not be bound to enter into this Lease (or as the case may be before the Tenant enters into this Lease) the Tenant shall be bound to enter into this Lease) the Tenant shall be bound to enter into this Lease pursuant to section 38A (1) of the Landlord and Tenant Act 1954 (sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954) in relation to the tenancy created by this Lease.
- 10. [Guarantor's Covenants]**
- 10.1 The Guarantor:
- 10.1.1 Guarantor shall warrant that the Tenant will comply with all the covenants and conditions of the Lease. If the Tenant defaults, the

SAMPLE

Guarant [REDACTED] and comply with those obligations;

10.1.2 Covenant to Indemnify. The Tenant shall be the primary obligor, and separate to the Landlord's obligation, to indemnify the Landlord against all damages, losses, costs and expenses caused to the Landlord by the Tenant's operations or comply with the Tenant's obligations under any supplemental documents to this Lease);

10.1.3 The Guarantor is the primary obligor to indemnify the Landlord for all claims, damages and expenses caused to the Landlord by the Tenant, including the Tenant's proposing or entering into any company arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10.

10.2 If the Landlord notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being sold to other companies, the Guarantor must, within ten working days, do either:

10.2.1 at the (Costs) and including payment of the Landlord's of the Premises:

a) for a [REDACTED] effect on the date of the disclaimer
or for [REDACTED] for the Tenant being struck off the
regist

b) ending on the date of this Lease would have ended if the disclosure of the above information had not happened;

c) at the [REDACTED] terms payable;

d) contingent liabilities on the term commencement date of the lease agreement, including any contingent review under this Lease that falls before the term commencement date that has not been conducted or is being reviewed as at the date of the undated agreement.

e) continue to pay the Rent on each Rent Review Date under this Lease until the term commencement date of the new lease;

f) other [REDACTED] and conditions as this Lease; or

10.2.2 pay the [REDACTED] the rents, any outgoings and all other sums due under this Lease and the amount equivalent to the total of the rents and other sums due under this Lease that would be payable by the Tenant of 6 months following the disclaimer, forfeiture

10.3 If clause 10.2.2 is not complied with, then, upon receipt of the payment in full, the Landlord must release the Tenant from all future obligations under this clause 10 (but that will not affect the obligations of the Tenant in relation to any prior breaches).

- 10.4 The Guarantor's obligations under this Lease shall not be released or discharged by:
- 10.4.1 any failure to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or
 - 10.4.2 any variation (not that a surrender of part will end the effect of the surrendered part);
 - 10.4.3 any right to claim that the Tenant or the Guarantor may have
 - 10.4.4 any death or change in the constitution or status of the Tenant or of any other person who is liable, or of the Landlord
 - 10.4.5 any amalgamation of any party with any other person, any restructuring of the whole or any part of the assets or any other person;
 - 10.4.6 the existence of a relation to the Guarantor of an Act of Insolvency
 - 10.4.7 anything done by the Landlord by deed.
- 10.5 The Guarantor shall not be in competition with the Landlord in the event of the insolvency of the Guarantor. The Guarantor shall not take any security, indemnity or other benefit from the Tenant of the Tenant's obligations under this Lease.
- 10.6 Nothing in this Lease shall release the Guarantor from any liability on the Guarantor that exceeds the liability of the Tenant as if it were it the tenant of this Lease.]

11. Charities Act 2011

- 11.1 [The land comprised in this Lease is held by [<<Name of Charity>>] in trust for <<Name of Charity>>], a non-exempt charity falling within section 117(3)(a), (b), (c) or (d) of the

OR

[The land comprised in this Lease is held by [<<Name of Charity>>] in trust for <<Name of Charity>>], a non-exempt charity falling within section 117(3)(a), (b), (c) or (d) of the Charities Act 2011, so that the restrictions on disposition imposed by section 117(3) of the Charities Act 2011 apply to the land]

- 11.2 [The [charity trustees] of the Charity], being the persons who have the management of its administration certify that this lease is granted by an order of [the court/the Charity Commission].]

OR

[The [charity trustees] who have the general management of its administration certify that:

- (a) they have established and regulating its purposes and administration; and
- (b) they have complied with the provisions of sections 117 to 121 of the Charities Act 2006 (as amended).

[The [charity trustees] of the Charity, being the persons having the general management of its administration certify that:

- (a) they have established and regulating its purposes and administration; and
- (b) they have complied with the provisions of sections 117 to 121 of the Charities Act 2006 (as amended).

12. Applicable Law and Jurisdiction

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

12.2 Subject to clause 12.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, shall be referred to the courts of England and Wales and the parties agree to have exclusive jurisdiction in relation to any non-contractual obligations.

12.3 Any party may apply to the courts of England and Wales for relief, including in relation to any non-contractual obligations, notwithstanding that the dispute may also be referred to the courts of another jurisdiction.

any dispute arising out of or in connection with it will be governed by the law of England and Wales.

Subject to clause 12.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, shall be referred to the courts of England and Wales and the parties agree to have exclusive jurisdiction in relation to any non-contractual obligations.

Any party may apply to the courts of England and Wales for relief, including in relation to any non-contractual obligations, notwithstanding that the dispute may also be referred to the courts of another jurisdiction.

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

signed on the day on which it has been signed by the parties.

Execution clauses for landlord

Execution clause for a Charity Incorporated Organisation ("CIO") acting by two charity trustees:

EITHER

[Executed as a deed by <<Name of Landlord CIO, including its full registered name>> acting by two of its Charity Trustees, <<Name of first Charity Trustee>> and <<Name of second Charity Trustee>>]

<<Name of second Charity Trustee>>

OR

[Executed as a deed by affixing the common seal of <<Name of Landlord CIO, including its full registered name>>]

in the presence of

.....
(Signature of Charity Trustee)

Execution clause for a Charity Incorporated Organisation ("CIO") acting by two charity trustees:

<<Name of Landlord CIO, including its full registered name>> "Charity Incorporated Organisation">>

.....
(Signature) Charity Trustee

.....
(Signature) Charity Trustee]

<<Name of Landlord CIO, including its full registered name>> "Charity Incorporated Organisation">>

<<Affix seal here>>

Charity Trustee

.....
(Signature of Charity Trustee)
Charity Trustee]

Execution clause for a Charity

EITHER

[Executed as a deed by affixing
the common seal of
<<Name of Landlord Charitable

in the presence of

(signed)

Trustee/Director

Trustee/Director]

OR

[Executed as a deed by
<<Name of Landlord Charitable
acting by two Trustees/Directors

OR

[Executed as a deed by
<<Name of Landlord Charitable
<<Company Limited by Guarante

acting by a trustee/director in the

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

_____]

Execution clause for a charity

Signed as a deed by

By Guarantee acting either by two
or with a witness:

Guarantee>>
Affix seal here>>

Guarantee>>

.....
Director

.....
Director]

Signature:
Trustee/Director

_____]

By the unincorporated association

<<Full name of Charity Trustee

Signature:
Charity Trustee

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____

and repeat the above clause for each charity trustee

Execution clauses for companies

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

<<Affix seal here>>

Director

Director/Secretary]

OR (alternative company execution)

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

Signature: (Director)

Signature: ([Director][Secretary])

OR (alternative company execution)

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

Signature: (Director)

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

_____]

OR (execution clause where)

[Signed as a deed by

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

_____]

[Execution clauses for guarant

[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 exe

[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 exe

[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 _____ual)

[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 – Rights granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, electricity, oil, telephone, heating, water, sewerage, internet, data communications and similar supplies or utilities to and from the Premises.
2. The right to support and use the Building from the Building.
3. The right in common with other Tenants of the Building to:
 - a) use such of the Common Parts as may be necessary to obtain access to and egress from the Premises;
 - b) use such of the main drains and water closets in the Common Parts as may from time to time be required by the Landlord or the Superior Landlord for the use of the Building (whether or not in common);
 - c) use for the purpose of access on foot only to and egress from the Building, the footpaths, stairs, lifts, emergency escapes within the Landlord's Neighbouring Property and any other land edged green on the plan attached to this Lease];
 - d) use for the purpose of access to and egress from the Building with or without vehicles (whether or not in common with the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - e) <<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, and the rule in *Wheeldon v Burrows* does not apply.]

Second Schedule to the Landlord

1. The right to the pass, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and services from and to the remainder of the Building and any adjoining Premises through the Conduits at the 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 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 enter the Premises or adjacent to the Premises;
 - a) build on or into any part of the Premises or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any part of the Premises or adjacent to the Premises.
4. [Where the Tenant (if the Tenant 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 24 hours' prior notice (except in the case of an emergency, when the notice is not practicable);
 - b) observe the Tenant's performance of the Premises by the Tenant's representative (if available);
 - c) observe any specific requirements of the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to observe the Tenant's approval to the location, method of working or the safety of the Premises, matters relating to the preparation for, and execution of, the work is reasonably necessary; and
 - h) remain upon the Premises for the purpose of the work is reasonably necessary; and

- i) where reasonably necessary for the exercise of any rights outside the normal business hours of the Premises;
6. In an emergency, or where necessary for the safety of persons or property, the Landlord may, without notice, try out to them, the right to close off or restrict access to the Premises or alternative facilities are provided, so long as (except in an emergency) they are not materially less convenient.
7. The right to change, extend or alter the extent of any Common Parts or Conduits so long as:
- alternative facilities are provided that are not materially less convenient; or
 - if no alternative is provided, the enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use any area within the Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce or restrict access to certain areas, so long as the remaining areas are reasonably adequate for the intended purposes.
9. The right to carry out works on any adjoining premises or on any part of the Premises, including the Superior Landlord in its own right, for demolition, alteration or redevelopment (whether or not the Tenant consents to do so) as the Landlord or the Tenant considers fit (whether or not these works interfere with the flow of traffic or the use of the Premises) and the right in connection with those works to underpin or alter the foundations of the Premises subject to the Landlord:
- giving the Tenant due notice of the works to be carried out;
 - consulting with the Tenant in relation to the prevention of potential interference;
 - taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - taking into consideration the nature and extent of construction and workmanship;
 - taking reasonable steps to minimise any interference to the Premises by noise, dust and vibration (and to consider the Tenant's suggestions for limiting any interference);
 - making good any physical damage to the Premises or its contents.
10. The right, where necessary, to place scaffolding and other equipment onto the Premises and to use the same for or of or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
 - the scaffolding causes no obstruction to the entrance to the Premises as is reasonably practicable to the Landlord;
 - the scaffolding does not obstruct or interfere with any other tenant whose premises are adjacent to the Premises (except for any health and safety notices or signs) unless the Tenant has consented to its display; and

- d) if the Tenant's building is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the exterior wall of the Building in front of the Premises so that it is visible to the public.
11. The right to use the Land for any purpose whatsoever and without imposing upon the neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.
12. The right to support the structure of the remainder of the Building from the Premises.
13. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired by prescription or otherwise).

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1. Not without the Landlord's prior written consent to keep any inflammable, volatile or explosive material in the Premises.
2. To make any application for a licence or other permission or information required to carry out the business and the Superior Landlord's business and will be kept in the Premises.
3. When requested by the Landlord to provide a copy of any document relating to the Control of Asbestos 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 for purposes of loading or unloading of goods or materials overnight.
6. No mat, brush or mop or other refuse or waste shall be thrown out of the window or door of the Premises nor shall anything be placed 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, the Landlord or Landlord.
7. Not to place harmful, toxic or dangerous substances nor any machinery or equipment on the Premises.
8. Not to overload any structure or part of the Premises.
9. No blind should be fitted to the Premises without the previous written approval of the Landlord as to colour and type.
10. Not to place or expose on the Building (other than within the Premises) any goods or materials.

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Landlord's prior written consent to keep any inflammable, volatile or explosive material in the Premises.

graph 1 in writing accompanied by all reasonable satisfaction of the Landlord. If a question is necessary for the Tenant's relevant legal requirements.

or Landlord, to provide a copy of any document relating to the Control of Asbestos Regulations 2012 at the Premises.

Landlord's Neighbouring Property.

main in any service area within the Premises. If it is reasonably necessary for the purposes of loading or unloading of goods or materials, no vehicles may remain overnight.

the Premises nor shall anything be placed 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, the Landlord or Landlord.

ses nor any machinery or equipment on the Premises.

Premises without the previous written approval of the Landlord as to colour and type.

on the Building (other than within the Premises) any goods or materials.