

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> a) <i>The territory of incorporation</i> b) <i>The overseas company's registered office address in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2014, the Act 2022. If the Landlord is an 'overseas entity ID number'</i> c) <i>Where the entity's principal place of business is, and the registered number in the Companies House register</i> <i>Further details on overseas entities can be found in practice guide</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>> which is on the <<Insert floor number(s)>> floor of the Building (as defined

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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

LR5. Prescribed statements etc

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

In LR5.2, omit or delete those Acts which do not apply to this lease.

1)

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 Rules 2003.

This lease is made under, or by virtue of, provisions of:
Leasehold Reform Act 1967
Leasehold Reform Act 1985
Leasehold Reform Act 1988
Leasehold Reform Act 1996

LR6. Term for which the Property is let

Include only the appropriate statement (or statements completed) from the three options below

NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant Registration Rules 2003.

including the commencement date>>

including the expiry date>>

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

as follows:
term>>

LR7. Premium

Specify the total premium, including VAT where payable.

premium or "none">>

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

STAMP LEASE

LR9. Rights of acquisition

Insert the relevant provisions of the lease clauses or refer to the paragraph of a schedule which contains the provisions

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None

LR9.3 Landlord's contractual rights to acquire this lease

None

LR10. Restrictive covenants in the lease by the Landlord other than the Property

Insert the relevant provisions of the lease clause, schedule or part of the lease in this lease which contain the restrictive covenants

None

LR11. Easements

Refer here only to the paragraph of a schedule which sets out the easements

LR11.1 Easements granted by this lease for the benefit of the Property

Schedule 1

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Schedule 2

LR12. Estate rent charged on the Property

Refer here only to the paragraph of a schedule which sets out the rent charged

None

LR13. Application for planning permission or restriction

Set out the full text of the application for planning permission or restriction and the title entered. If you wish to use the standard form of restriction

N/A

<p>apply for each of them, tell us who is to be charged against which title and set out the restriction you are applying.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</p>	
<p>LR14. Declaration of trust when there is more than one person completing the form as Tenant</p> <p><i>If the Tenant is one person, omit the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statement.</i></p>	<p>... is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>... is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</p> <p>... is more than one person. They are to hold the Property on trust <<Complete as appropriate>>]</p>

1. Definitions and Interpretation

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

... text otherwise requires, the following definitions shall apply:

‘Accounting Date’	means the date in December of each year when the Landlord’s service charge year ends e.g. 31 December, the date notified to the Tenant at any time by the Landlord.
‘Act of Insolvency’	means: (a) the making of a voluntary arrangement or moratorium for the benefit of any guarantor; (b) the making of an administration order or the making of an arrangement in relation to the Tenant or any guarantor; (c) the filing of a petition for an administration order, or the making of an application for an administration order, or the appointment of an administrator, or the appointment of an administrative receiver or manager or an administrative receiver or manager of the property or income of the Tenant or any guarantor; (e) the making of a voluntary winding-up in respect of the Tenant or any guarantor.

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	<p>guarantor, except a winding-up for the purpose of or reconstruction of a solvent company in respect of any declaration of solvency has been filed with the companies;</p> <p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>of the Tenant or any guarantor from the Register of Companies on the making of an application for the Tenant or any guarantor to be struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of an application for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.</p> <p>These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>These provisions shall include any analogous proceedings or events that may arise under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
‘Annual Rent’	<p>rent>> per year exclusive of VAT;</p>
‘Building’	<p>building known as <<address of building>> with title number <<title number>> including all additions and alterations;</p>
‘Common Parts’	<p>entrances, stairways, lift shafts, corridors, balconies, roof paths, yards, halls, passageways, fire escapes, landings [which are shown edged yellow on the plan of the Building] and any other areas in the Building which are common by the tenants and occupiers of the Building, including the common areas of the Building;</p>
‘Conduits’	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data and similar supplies or utilities;</p>
‘Energy Performance Certificate’	<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>
‘Environmental’	<p>the following:</p>

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Performance'	<p>tion of energy and associated generation of s emissions;</p> <p>on of water;</p> <p>on and management; and</p> <p>onmental impact arising from the use or operation of</p>
'Financial Year'	<p>etween two consecutive Accounting Dates (including g the second) or at the end of the Term means the e preceding Accounting Date and ending at the end</p>
'Initial Service Charge'	<p>of first year's service charge>> per year;</p>
'Insurance Rent'	<p>the Landlord of:</p> <p>ises insured in accordance with the Landlord's s Lease;</p> <p>loss of Annual Rent;</p> <p>ublic or third-party liability; and</p> <p>ons of the Premises for insurance purposes from</p> <p>ny excess or deductible under any insurance policy d incurs or will incur in reinstating the Premises ction or damage by an Insured Risk;</p> <p>ne amount that the insurers refuse to pay following uction by an Insured Risk to the Premises because ct or failure to act; and</p> <p>increased premiums that the insurers may require carrying out or retention of any permitted e Tenant's or any lawful occupier's use of the</p>
'Insured Risks'	<p>re (including subterranean fire), lightning, explosion, sidence, landslip, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other any articles dropped from them, impact by vehicles, commotion and malicious damage to the extent, in er is generally available on normal commercial terms market at the time the insurance is taken out, and nst which the Landlord reasonably insures from time l cases to any excesses, limitations and exclusions ers;</p>

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<p>‘Premises’</p>	<p>described in paragraph LR4 at the beginning of this</p> <p>er, tile and other surface finishes and internal e walls in or bounding the Premises and all</p> <p>doors and windows including the glass, the frames</p> <p>structural walls and partitions lying within the</p> <p>tered coverings or other surface finishes of the he underside of the joists or other structures to s are fixed, including for the avoidance of doubt the gs which shall comprise the ceiling tiles and the nsion system;</p> <p>and other surfaces of the floors down to the upper sts or structures to which the floors are fixed;</p> <p>ing only the Premises including the guard rails of</p> <p>ch serve the Premises exclusively;</p> <p>, mechanical and water and sanitary apparatus sively to the Premises and all other fixtures and emises (other than tenant’s fixtures and fittings) not</p> <p>not include:-</p> <p>uilding (other than any matters expressly included ve the underside of the joists or structures to which ixed or below the upper surfaces of the joists or ch the floors are fixed including the floor slab the e concrete floor slab of the balcony (if any);</p> <p>timbers and joists and other load bearing parts of ny of the external or structural walls or load bearing uilding except those surface finishes and coverings ws and doors expressly included above;</p> <p>n the Building which do not serve the Premises</p>
<p>‘Rent’</p>	<p>erved as rent by this Lease;</p>
<p>‘Rent Commencement Date’</p>	<p>which rent is first to be paid>>;</p>
<p>‘Rent Days’</p>	<p>24 June, 29 September and 25 December] in each</p>
<p>‘Retained Property’</p>	<p>the Building which are not Letting Units including (but</p> <p>arts;</p> <p>or serving the Building except any that exclusively</p>

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	Individual Letting Unit;
'Service Charge'	the structure, walls, foundations and roofs which are Premises and would not be included in the other the Building if they were let on the same basis as the
'Service Cost'	portion (calculated on a floor area basis or any other and decides from time to time)] OR [<<proportion of must pay>>%] of the Service Cost;
'Services'	or costs incurred by the Landlord in providing the the cost of keeping accounts of service costs, ordering service charge statements and retaining by those statements;
'Surveyor'	provided by the Landlord as set out in Clause 4.3;
'Tenant'	or architect from time to time appointed by the
'Term'	in title and assigns;
'Title Matters'	specified in paragraph LR6 at the beginning of this
'VAT'	(if any) set out in the following documents: <<insert ecting the landlord's title to the Premises>>;
	constituted by the Value Added Tax Act 1994 (and expressly stated references to rent or other monies nt are exclusive of any VAT charged or chargeable).

- 1.2 Unless requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
- 1.2.2 reference to any day other than a Saturday, Sunday day in England and Wales;
- 1.2.3 on of a statute is a reference to that statute or or re-enacted at the relevant time;
- 1.2.4 reference to this Agreement and each of the d or supplemented at the relevant time;
- 1.2.5 rule to this Agreement; and
- 1.2.6 is a reference to a clause of this Agreement (other a paragraph of the relevant Schedule.
- 1.3 In thi

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- 1.3.1 person includes a natural person, corporate or whether or not having separate legal personality);
- 1.3.2 singular number include the plural and vice versa;
- 1.3.3 gender include any other gender;
- 1.3.4 of the Term include any sooner determination of an by effluxion of time;
- 1.3.5 Tenant not to do an act or thing includes an t or suffer such act or thing to be done;
- 1.3.6 neglect or default of the Tenant include the act, any occupier of the Premises and their respective
- 1.3.7 do not form part of this Lease and are not to be s construction or interpretation; and
- 1.3.8 lease include any document supplemental or ed into pursuant to its terms.

- 1.4 The are for convenience only and shall not affect its int

2. Demise and

- 2.1 The premises to the Tenant for the Term together with (inso grant the same) the rights set out in the First Sche reserving for the benefit of the Landlord's Neigh the Retained Property the rights set out in the Seco t to the Title Matters.
- 2.2 The T
 - 2.2.1 equal payments in advance by bankers' standing (it if the Landlord so requires) on the Rent Days, e made on the date of this Lease for the period t Commencement Date and ending on the day ay;
 - 2.2.2 o time the Insurance Rent;
 - 2.2.3 and all payments on account of it (payable as);
 - 2.2.4 om the Tenant to the Landlord under this Lease;
 - 2.2.5 er this Lease.

3. Tenant's Co

- 3.1 The T e Landlord:
 - 3.1.1 times and in the manner stated without any legal , set-off or counterclaim unless required by law.
 - 3.1.2 this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether not), or if the Landlord refuses to accept rent so ch of covenant, the Tenant must on demand pay as rent in arrears) calculated on a daily basis on

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refused from the due date until the date on which

the Landlord against all existing and future rates, taxes, and financial impositions charged on the

(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

the Landlord against all charges incurred relating to and surface water drainage, electricity, oil, telecommunications, internet, data communications or utilities supplied to the Premises (including all meter rents).

ating relief because it has been allowed during the make good that loss to the Landlord on demand.

in good and substantial repair and condition and not where damage results from any of the risks the Landlord has insured under Clause 4.1.2 unless insurance money is refused by reason of any act, of the Tenant).

all floor coverings in the Premises as often as and, in the final three months of the Term, renew all floor coverings of a colour and quality first class.]

the parts (if any) and the inside of the Premises as necessary and also in the last three months of the Term. Any changes in the external colour scheme shall be by the Landlord. All decoration must be carried out in a proper manner using good quality materials that are suitable for the Premises and include all appropriate preparatory work.

the Premises which are not built upon clean and level ground.

the Premises to the Landlord in the repair and condition required by the Lease;

also requires, to remove all items the Tenant has installed in the Premises, remove any alterations the Tenant has made to the Premises and make good any damage caused to the Premises by that removal;

remove the Tenant's possessions from the Premises; and

to the Landlord all documents held by the Tenant relating to health and safety matters including (but not limited to) fire safety assessments, asbestos surveys and reports, gas safety assessments and reports, and certificates relating to gas systems.

the Term, any of the Tenant's possessions remain on the Premises if the Tenant fails to remove them within <=e.g. 7 days> requested in writing by the Landlord to do so:

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may as the agent of the Tenant sell the

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must indemnify the Landlord against any liability to any third party whose possessions have been damaged by the Tenant in the mistaken belief that the possessions belong to the Landlord; and

must pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Tenant.

3.1.1

at all reasonable times on reasonable prior notice to enter and inspect the Premises and:

if the Landlord or its agents or Surveyor gives to the Tenant (or its agents) notice of any repairs or maintenance which the Tenant has failed to carry out or of any other failure by the Tenant to comply with its obligations under this Lease, to require the Tenant to rectify such failure in accordance with the Lease within a period of two months from the date of the notice (or such longer period as may be specified in the notice if required); and

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if the Tenant does not comply with clause 3.1.12 a), to permit the Landlord or its agents or Surveyor to enter the Premises and carry out the works at the expense of the Tenant and to pay to the Landlord on demand (as a contractual debt) the proper expenses of such entry (including all legal costs, Surveyor's and other fees).

3.1.1

the Landlord is entitled to exercise any right to enter the Premises to inspect, measure, test, or photograph the Premises, or to carry out any works, repairs, alterations, improvements, or replacements, or to engage any contractors, agents and professional advisors, or to do any other thing which may be necessary or desirable at any reasonable time (whether or not during the Term), and, except in the case of an emergency after notice has been given in writing, to give reasonable notice (which need not be in writing) to the Tenant.

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3.1.1

the Landlord shall be entitled to exercise any right to enter the Premises to inspect, measure, test, or photograph the Premises, or to carry out any works, repairs, alterations, improvements, or replacements, or to engage any contractors, agents and professional advisors, or to do any other thing which may be necessary or desirable at any reasonable time (whether or not during the Term), and, except in the case of an emergency after notice has been given in writing, to give reasonable notice (which need not be in writing) to the Tenant.

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of the tenant covenants of this Lease;

the Tenant's obligations in this Lease, including the obligation to give notice and service of a notice under section 146 of the Landlord and Tenant Act 1925;

the consent given by the Tenant for consent under this Lease, or if the application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent.

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the Tenant shall be entitled to carry out any works to the Premises to improve their condition or appearance or to carry out any works to the Premises to improve their condition or appearance where the Tenant in its absolute discretion has decided to do so; and

the Tenant shall be entitled to carry out any works to the Premises to improve their condition or appearance where the Tenant in its absolute discretion has decided to do so; and

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ply to any works carried out to the Premises and the Landlord's consent is required for them under this Agreement and the Regulations and to provide the Landlord with a written health and safety file upon completion of the works.

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, fascia notice or advertisement on the outside of to be visible outside the Premises other than a ant's trading name in the position specified by the ce to the Building and on the entrance door to the at sign being of a size, design, layout and material ord and at the end of the Term to remove any sign damage caused to the reasonable satisfaction of

bligations in respect of the Premises:

all laws relating to the Premises or to the Tenant's ation of the Premises;

ays of receipt by the Tenant of any notice or other affecting the Premises to send a copy to the without delay to take all necessary steps to comply or other communication and take any other action with it as the Landlord acting reasonably may

r planning permission in relation to the Premises r written consent of the Landlord;

any planning permissions relating to or affecting

n the Construction (Design and Management) 15 and before commencing any works to make a n under Regulation 4(8) to the effect that the nly client for the purposes of the Regulations, to lord a copy of the election and to fulfil the he client;

remises equipped with all fire prevention detection uipment which is required by law or by the insurers s or reasonably required by the Landlord and to uipment and allow the Landlord to inspect it from

ndlord promptly of any defect or disrepair in the may make the Landlord liable under any law or e; and

prior written consent of the Landlord to apply for ormance Certificate in respect of the Premises.

or easements to be acquired over the Premises. ay result in the acquisition of a right or easement:

st notify the Landlord; and

st help the Landlord in any way that the Landlord event that acquisition so long as the Landlord ant's costs and it is not adverse to the Tenant's sts to do so.

on:

remises on trust for another;

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other to occupy the whole or any part of the

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share the possession or occupation of the whole Premises;

underlet the whole or any part of the Premises;

only of the Premises; and

Premises as a whole without the prior written landlord, provided that the Landlord may as a consent require compliance with the conditions

3.1.2

Landlord may impose in relation to an assignment of the Premises are:

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the assignee is not someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of the former tenant of this Lease under an authorised assignment;

the assignee enters into an agreement guaranteeing that the assignee will perform all the tenant's covenants in this Lease (an "Assignment Guarantee Agreement") in such form as the Landlord may reasonably require;

the assignee is in the Landlord's reasonable opinion of sufficient financial standing to enable it to comply with the covenants and conditions contained in this Lease;

the assignee provides a deed of standing acceptable to the Landlord acting as a guarantor and indemnity of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

the assignee enters into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord providing for a deposit of not less than <<e.g. six>> months' Annual Rent (calculated as at the date of the assignment) as a guarantee of the assignee's performance of the tenant's covenants under this Lease with a charge over the deposit; and

the assignee pays all arrears of the Annual Rent or any other sums due under this Lease and that any material breach of covenant by the Tenant has been remedied.

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the Landlord has the right at any time during the Term to enter the Premises to view a suitable part of the Premises a notice for re-letting to potential tenants and buyers to view the Premises (accompanied by the Landlord or its agents).

3.1.2

the assignee:

the assignee complies with the requirements of the Landlord's insurers and does not commit to do anything which could invalidate any

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does or omits to do anything which increases any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2 In respect of all taxable supplies made to the Tenant in the month of the Lease on the due date for making any payment or, if the Tenant is not required to pay, the date on which that supply is made for VAT purposes.

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3.1.2 The Tenant shall be obliged, under or in connection with this Lease, to reimburse to any other person any sum by way of a refund or credit for such VAT under the Value Added Tax Act 1990, of an amount equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or any other person is entitled to a credit for such VAT under the Value Added Tax Act 1990.

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3.1.2 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, charges and costs incurred by the Landlord or third party, all costs, damages, expenses, charges and costs incurred by third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or proceedings, including any personal injury or death, damage to any property or interest of any right arising from:

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

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

(c) the carrying out of any alterations.

3.1.2 In the event of a claim covered by the indemnity in clause 3.1.28, the Tenant shall:

(a) reimburse the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

(b) assist the Tenant with any information and assistance in connection with the claim that the Tenant may reasonably require, the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and

(c) indemnify the Landlord (at the Tenant's cost) where it is reasonable for the Landlord to do so.

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3.1.3 The Tenant shall be responsible for the Common Parts:

(a) taking such necessary steps to prevent any damage to the Common Parts (including (but without limitation) when bringing in or moving goods, furniture or luggage from the Premises;

(b) using the Common Parts (entrance, passage, staircase, lavatories and water closets) in a careful manner and to make good any damage caused by improper or careless use;

(c) keeping the entrances, passages and staircases in the Common Parts clear and free from obstruction at all times.

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3.1.3 The Tenant shall comply with the regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in connection with the state management of the Common Parts.

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3.1.3 The Tenant shall, and expenses referred to in this Clause 3.1.32 are included in the Service Charge, to pay on demand to the Landlord a sum (to be determined by the Landlord) of the amount of the Service Charge for the Common Parts.

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ses properly incurred by the Landlord in insuring, maintaining, cleansing and (where appropriate) structures or other items which are used or are by the Premises in common with any other part the Retained Property.

3.1.3 any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other a true and correct copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

3.1.3 in relation to compulsory registration at the Land Registry, from the date of this Lease to apply to the Land Registry and once the registration has been completed to provide a copy of the relevant titles to the Landlord.

3.1.3 to deliver to the Landlord the original of this Lease together with all documents as the Landlord reasonably requires to close the lease and to remove entries in relation to it noted against the relevant title.

3.1.3 if any guarantor of the Tenant's obligations under this Lease is insolvent and if the Landlord so requires to procure a deed of assignment acceptable to the Landlord enters into a deed of assignment with the Landlord in the same terms as the original guarantor.

4. Landlord's

4.1 The Landlord shall be responsible for the Tenant:

4.1.1 to ensure the Tenant is paying the rents and other sums due and to ensure the Tenant complies with its obligations under this Lease, to permit the Tenant to use the Premises without any interruption by the person claiming under or in trust for the Landlord or any person permitted by the Lease.

4.1.2 to ensure the Tenant insures (other than any plate glass in the Building) against the Insured Risks for the full reinstatement cost together with fees and incidental expenses, debris removal, site clearance and any applicable VAT, provided that the obligation to insure shall be subject to the following:

being available in the London insurance market on terms acceptable to the Landlord; and

not including any exclusions or limitations as the insurers may require.

4.1.3 to ensure the Tenant obtains all necessary planning and other consents, to use the money received (other than for loss of rent) to repair the Premises if money has been received or (as the case may be) to replace the Premises. The Landlord shall not be obliged to:

provide accommodation identical in layout or design so long as it is reasonably equivalent to that previously at the Premises; or

provide accommodation if the Tenant has failed to pay any of the rents due; or

provide accommodation if the Premises after a notice has been served under clause 4.2.

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- 4.2 If, following the destruction of the Premises, the Landlord considers it not practicable to reinstate the Premises, the Landlord may, on giving notice to the Tenant. On giving notice this Lease shall terminate without prejudice to any right or remedy of the Landlord in respect of each of the tenant covenants of this Lease. Any insurance (other than any insurance for plate glass) shall belong to the Tenant.
- 4.3 The Landlord shall use reasonable endeavours to provide the following services to the Tenant in relation to the Retained Property:
- the maintenance and decoration of the Retained Property;
 - the heating and lighting of the Retained Property;
 - the maintenance (including planting) of all (if any) open and planted areas within the Retained Property;
 - the cleaning and necessary maintenance of the external windows in the Common Part, including cleaning at intervals in the Landlord's reasonable discretion the external surface of all exterior windows of the Retained Property;
 - the repair, replacement and servicing of any lavatory, lift, hoist, lift, lifts, plant, machinery, lighting, equipment and ventilation apparatus from time to time within the Retained Property;
 - the provision of adequate facilities for the storage of refuse within the Premises and its removal if not effected by the Tenant;
 - the provision of adequate hot water for central heating and a supply of hot water to the lavatories in the Building;
 - the provision of parking and cycle parking on those areas of the Retained Property used for car parking and cycle parking;
 - the payment of outgoing costs and expenses in respect of the Retained Property and not being outgoings, costs and expenses payable by the Tenant or any other tenant or occupier is directly or indirectly in respect of the Retained Property;
 - the payment of or contesting any legal obligation relating or attaching to the Retained Property and for which any tenant or occupier is directly liable;
 - the maintenance, repair and renewal of any fire alarm, fire extinguishers, firefighting and detection equipment in or on the Retained Property and all works necessary to comply with all regulations and orders of the appropriate authority in relation to fire and any requirements of the insurers;
 - the maintenance, repair and renewal of any equipment, including gates, barriers, traffic management systems, security, surveillance, fencing, lighting and security services for the Retained Property;
 - the provision of any other services to be provided by the Landlord.
- The Landlord shall provide such other services as the Landlord may from time to time consider to be reasonably necessary in the interests of good estate management.

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6. **Notices**

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and/or preserving the amenities of the Retained
improve energy management.

<length of time rent is allowed to be in arrears e.g
becoming due (whether formally demanded or

this Lease; or

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the Premises (or any part of them) at any time after
will end (but this will not affect any right or remedy

or destroyed by any Insured Risk so as to be unfit
the insurance is not vitiated or payment of the
holly or in part through any act, neglect or default
at or a fair proportion of it will cease to be payable
reconstruction for a period of three years or until the
occupation or use by the Tenant, whichever is the

ne Tenant the right to enforce, or to prevent the
benefit of any covenants, rights or conditions to
are subject.

on who is not a party to this Lease has no right
Contracts (Rights of Third Parties) Act 1999 to
se.

that nothing in this Lease constitutes or shall
warranty that the Premises may lawfully be used
is Lease.

at it has not entered into this Lease in reliance on
y made by or on behalf of the Landlord.

connection with this Lease must be in writing and
st or special delivery to or otherwise delivered to
recipient under clause 6.2 or to any other address
the recipient has specified as its address for service
working days' notice under this clause 6.

nd liability partnership registered in the United
ed at its registered office;

or incorporated in a country outside the United
rved at the address for service in the United
set out in the deed or document to which they are
address has been given at their last known address

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the Landlord, at any postal address in the United Kingdom from time to time for the registered proprietor on the register or set out in paragraph LR2.1 at the beginning of the Lease; if no such address is given, at its last known address in the United Kingdom;

the Tenant, at the Premises;

any guarantor, at the address of that party set out in paragraph 6.2 of the Lease or in the document under which they gave the guarantee; and any other party, at their last known address in the United Kingdom.

6.3 Any notice given in accordance with this clause shall be deemed as served on the second working day after the date of posting by prepaid first-class post or special delivery or at the time of delivery or left at the recipient's address if delivered to or left at the recipient's address.

6.4 If a notice is given on a day that is not a working day or after 5:00PM on a working day, it shall be treated as served at 9:00AM on the immediately following working day.

6.5 Service of a notice by email is not a valid form of service under this Lease.

7. [Termination]

7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. This clause shall take effect at any time.

7.2 If the Landlord terminates the Lease in accordance with Clause 7, this will not affect the rights of any party deriving from the Lease or from any assignment in this Lease.

7.3 The Landlord shall retain the right to demand from the Tenant all payments of Rent that relate to a period of the Lease terminated under this clause of this Lease.]

8. [Termination]

8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. This clause shall take effect at any time.

8.2 This clause shall not apply to a lease determined following a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and gives possession of the Premises and leaves behind no continuing underleases.

8.3 [The clause shall not apply to a lease determined under clause 8 if the clause is personal to the Tenant named in paragraph 1.1 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 exist.]

8.4 If the Tenant terminates the Lease in accordance with Clause 8, this will not affect the rights of any party deriving from the Lease or from any assignment in this Lease.

8.5 The Landlord shall retain the right to demand from the Tenant all payments of Rent that relate to a period of the Lease terminated under this clause of this Lease.]

9. Exclusion of

9.1 The Tenant shall not be bound by the terms of the Lease before the grant of this Lease (or as the case may be before the Tenant is actually bound to enter into this Lease) the Landlord shall not be bound by the terms of the Lease in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.

SAMPLE PROMISE

- 9.2 The Tenant (or a person on behalf of the Tenant) made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The person who made the declaration on the Tenant's behalf did so with the Guarantor's authority.
- 9.4 The Landlord and Tenant agree pursuant to section 38A (1) of the Landlord and Tenant (Covenants) Act 1995 to comply with sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995 in relation to the tenancy created by this Lease.
- 9.5 The Landlord and Tenant confirm that there is no agreement to which the Tenant is a party before the grant of this Lease (or as the case may be) to which the Tenant is contractually bound to enter into this Lease) the Guarantor a notice in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.
- 9.6 [The Tenant] before the grant of this Lease (or as the case may be) to which the Tenant is contractually bound to enter into this Lease) the Guarantor a notice in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.
- 9.7 The Tenant made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of the Landlord and Tenant (Covenants) (England and Wales) Order 2003.
- 9.8 The person who made the declaration on the Tenant's behalf did so with the Guarantor's authority.
10. **[Guarantor's Promise]**
- 10.1 The Guarantor promises the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor will indemnify the Landlord and comply with those obligations;
- 10.1.1 The Guarantor promises the Landlord as primary obligor, and separate to the obligations of the Tenant under 10.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants and obligations (including supplemental documents to this Lease); and
- 10.1.2 The Guarantor promises the Landlord as primary obligor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company, partnership, joint venture, scheme of 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 Tenant defaults, the Guarantor, at the discretion of the Guarantor, may, in its sole discretion, notify the Guarantor within three months of the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten days of the date of the disclaimer, forfeiture or striking-off, elect one of the following options either:
- 10.2.1 The Guarantor must, at its cost (including payment of the Landlord's costs) indemnify the Landlord for the loss of the Premises:
- 10.2.2 The Guarantor must, on the date of the disclaimer and taking effect on the date of the disclaimer or the date of the disclaimer or the Tenant being struck off the register of companies and ending on the date when this Lease was terminated if the disclaimer, forfeiture or striking-off had not occurred.

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rent and other sums payable at the date of the disclaimer or which would be payable save for any n;

rent review date on the term commencement date se if there is a rent review under this Lease that at term commencement date that has not been with the rent being reviewed as at the date of the review);

review dates on each Rent Review Date under falls on or after the term commencement date of and

the same terms and conditions as this Lease; or

10.2. arrears of the rents, any outgoings and all other lease plus the amount equivalent to the total of the all other sums due under this Lease that would be of 6 months following the disclaimer, forfeiture or

10.3 If cla guarantor must pay the Landlord's costs (on a full inden in respect of the grant of the lease.

10.4 If cla on receipt of the payment in full, the Landlord must relea s future obligations under this clause 10 (but that will n ghts in relation to any prior breaches).

10.5 The C ot be reduced or discharged by:

a) son to enforce in full, or any delay in enforcement or any concession allowed to the Tenant or any

b) g any right or remedy against the Tenant for any s due under this Lease or observe the Tenant's lease;

c) ndlord to accept any rent or other payment due

d) ease (except that a surrender of part will end the liability in respect of the surrendered part);

e) counterclaim that the Tenant or the Guarantor may

f) disability or change in the constitution or status of nt or of any other person who is liable, or of the

g) merger by any party with any other person, any acquisition of the whole or any part of the assets or ty by any other person;

h) rrence in relation to the Guarantor of an Act of

i) an a release by the Landlord by deed.

10.6 The C in competition with the Landlord in the insolvency of the ke any security, indemnity or guarantee from the Tena nt's obligations under this Lease.

- 10.7 The Guarantor shall be released from its future obligations under this Lease at the end of the term of this Lease.
- a) this Lease expires;
 - b) the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
 - c) the Landlord releases the Guarantor in accordance with clause 10.6.
11. **Service Charge**
- 11.1 As soon as practicable after each Accounting Date the Landlord will prepare an account of the Service Cost for that Financial Year and containing a fair and reasonable estimate of the Service Cost. The Landlord will send a copy of the account to the Tenant.
- 11.2 The account prepared pursuant to Clause 11.1 will be certified by the [Landlord] or [Surveyor] and shall be conclusive evidence of all matters of fact and law.
- 11.3 For the purpose of Clause 11.1, the Service Cost shall be the sum of the following:
- 11.3.1 the cost of the following: the provision of the following services to the Tenant an estimate of the Service Cost for that Financial Year (or as soon as practicable after the start of the Financial Year) and containing appropriate explanatory commentary and a schedule showing the allocation of the Service Costs to the Tenant of the Building; and
 - 11.3.2 the Interim Sum by equal payments in advance on account of the Service Cost.
- 11.4 For the purpose of Clause 11.1, the Service Cost shall be the sum of the following: the cost of the following services to the Tenant an estimate of the Service Cost for that Financial Year (or as soon as practicable after the start of the Financial Year) and containing appropriate explanatory commentary and a schedule showing the allocation of the Service Costs to the Tenant of the Building; and
- 11.5 If the Service Cost for that Financial Year is less than the Interim Sum for that Financial Year, the excess is due to the Tenant and shall be paid to the Landlord on the first Accounting Date.
- 11.6 If the Service Cost for that Financial Year is more than the Interim Sum for that Financial Year, the overpayment will be paid to the Tenant on the first Accounting Date.
- 11.7 If the Service Cost for that Financial Year is more than the Interim Sum for that Financial Year, the overpayment will be paid to the Tenant on the first Accounting Date.
- 11.8 The Service Cost for that Financial Year shall be determined by the Surveyor (acting as an expert).

12. **Applicable law**

12.1 This Lease shall be governed by the law of England and Wales and the contractual obligations arising out of or in connection with this Lease shall be subject to the law of England and Wales.

12.2 Subject to any provisions in this Lease requiring a dispute to be referred to arbitration, the courts of England and Wales have exclusive jurisdiction to hear any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

12.3 Any order of the courts of England and Wales made in relation to this Lease, including in relation to any non-contractual obligations, shall be enforceable in the courts of England and Wales.

THIS LEASE has been made and delivered on the day on which it has been dated

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause by an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for individual)

Signed as a deed by _____ *Signature:*
<<Tenant's Name>>
in the presence of _____

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

Executed as a deed by _____
the common seal of _____
<<Guarantor's Name>>
in the presence of _____ *<<affix seal here>>*

Director

Director/Secretary

OR (alternative clause for company)

Executed as a deed by _____ *Signature:*
<<Guarantor's Name>>
acting by [a director _____ Director
secretary] [two directors _____
Signature: _____
[Director][Secretary]

OR (alternative clause for company)

Executed as a deed by _____ *Signature:*
<<Guarantor's Name>>
acting by a director _____ Director

presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

OR (execution clause for an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

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Rights Granted to the Tenant

1. The right to use the Building's mains for the Premises for gas, oil, telephone, television, cable, satellite, broadband, internet, data communications and similar supplies or use.
2. The right to use the Building's Premises from the Building.
3. The right in and to the Building and all others authorised by the Landlord and with other Tenants to:
 - a) use the Building's Premises as are necessary to obtain access to and egress from the Building;
 - b) use the Building's Premises for male lavatories and water closets in the Common Parts of the Building (to be allocated by the Landlord for the use of the Tenants);
 - c) use the Building's Premises for maintaining access on foot only to and egress from the Building's Courtyards and emergency escapes within the Building's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - d) use the Building's Premises for maintaining access to and egress from the Building with vehicles on the roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
 - e) use the Building's Premises for the rights to be granted to the Tenant<>>.]
4. [Except as mentioned in the preceding paragraph, the Tenant of this Lease does not include any right over the Building's Premises or the Building's Neighbouring Property under section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1868) 12 Q.B. 315.]

Rights Reserved to the Landlord

1. The right to enter the Premises for the purpose of inspecting, maintaining, repairing, or improving the Building, its air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, internet, data communications and similar services, and any other services, and the remainder of the Building and any adjoining or adjacent land, and any conduits at the Premises.
2. The right to:
 - a) review the Environmental Performance of the Premises including to inspect any equipment within or relating to the Premises and to prepare a report;
 - b) estimate the rebuilding cost of the Premises for insurance or other purposes.
3. If the relevant works are to be carried out, the right to enter the Premises and the surrounding land, and any adjoining or adjacent land, and any conduits, and to carry out the works, and to do so in a manner that is reasonably carried out without entry onto the Premises, and to:
 - a) build or alter any structure or party walls on or adjacent to the Premises; and
 - b) inspect, repair, replace, rebuild or carry out other works upon any structure or party walls on or adjacent to the Premises.
4. [Where the Tenant, in its sole discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises for any purpose that the Landlord is expressly entitled or authorised to do for any other reasonable purposes in connection with this Lease, and to do so in a manner that the Landlord must:
 - a) give the Tenant at least 7 'working days' prior notice (except in the case of an emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's business as reasonably practicable; and
 - c) observe the Tenant's business as reasonably practicable; and
 - d) cause the Tenant's business as reasonably practicable; and
 - e) cause the Tenant's business as reasonably practicable; and
 - f) repair the Premises as soon as reasonably practicable; and
 - g) where the Tenant's business is affected, obtain the Tenant's approval to the location, method and timing of the works; and
 - h) remain on the Premises no longer than is reasonably necessary; and
 - i) where the Tenant's business is affected, exercise any rights outside the normal business hours.
6. In an emergency, the right to restrict access to the Premises, and to close off or restrict access to the Premises, so long as (except in an emergency) alternative arrangements are made that are materially less convenient.
7. The right to enter the Premises for or reduce the extent of any Common Parts or to do so in a manner that the Landlord must:
 - a) alter the Premises in a manner that are not materially less convenient; or

- b) if no material damage is caused to the use and enjoyment of the Premises is not
8. The right from time to time to use any areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to use any designated areas, so long as the remaining areas are reasonably convenient for the intended purposes.
9. The right to carry out any construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works interfere with the flow of light and air to the Premises and in connection with those works to underpin and shore up the Premises and the Landlord:
- giving notice to the Tenant of the works to be carried out;
 - consent to the management of potential interference;
 - taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
 - taking steps to ensure that the works comply with all relevant standards of construction and workmanship;
 - taking steps to reduce any interference to the Premises by noise, vibration or dust, taking into consideration the Tenant's suggestions for limiting such interference;
 - making good any damage to the Premises or its contents.
10. The right, with or without the use of plant and equipment onto the Premises and to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the exercise of its rights under this Lease provided that:
- any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
 - the scaffolding does not cause an obstruction as is reasonably practicable to the free use of the Premises;
 - the scaffolding does not obstruct any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to or near to the Premises by the scaffolding) unless the Tenant has agreed in writing to the display of such advertising;
 - if the scaffolding obstructs or interferes with the free use of the Premises, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.
11. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions on the Tenant.
12. The right to separate the Premises from the remainder of the Building from the Premises.
13. All rights of the Landlord (including any reservation) in and to the Premises that now exist or that might (but for this Lease) exist.

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Rule – Regulations

1. Not without the written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all the necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. To maintain the Premises in a safe and sound condition and avoid all health hazards in parts of the Premises used for the preparation, display, service and consumption of food.
4. To obtain, maintain and comply with any licence or registration which is required in connection with the business and to comply with the conditions of the licence or registration and all laws and regulations relating to the Premises.
5. When requested to provide a copy of any document relating to the Premises, including any document relating to the Asbestos Regulations 2012 at the Premises.
6. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
7. No vehicles or goods to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the delivery of goods or supplies and no vehicles may remain on the Premises overnight.
8. No mat, brush or other refuse to be thrown out of the Premises.
9. Not to place any refuse, waste or refuse in the bins but to dispose of the same in accordance with the byelaws and in consultation with the Local Authority.
10. Not to overload the Premises with any machinery or equipment at any time.
11. No blind shopfront or other external display without the previous written approval of the Landlord as to the design and type.
12. Not to place any goods or materials on the Premises (other than within the Premises) at any time.

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