

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

SAMPLE

<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions that do not apply to this lease.</i></p>	<p><i>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant (Covenants) Act 1995 or the Landlord and Tenant (Covenants) Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>the Leasehold Reform Act 1967</i></p> <p><i>the Leasehold Reform Act 1985</i></p> <p><i>the Leasehold Reform Act 1988</i></p> <p><i>the Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide to, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Rules 2003.</i></p>	<p><i>including the commencement date>></i></p> <p><i>including the expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the Property.</i></p>

SAMPLE

[illegible][illegible]

LR11. Easements

*Refer here only to the clause, s
paragraph of a schedule in this l
sets out the easements.*

ements granted or reserved by this
the Property for the benefit of other


LR12. Estate rentcharge burdened property

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

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

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



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3

LR14. Declaration of trust where there is more than one person completing this clause as Joint Tenant

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

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

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

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

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

1. Definitions and Interpretation

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

... text otherwise requires, the following

‘Act of Insolvency’

means:

(a) the making of a voluntary arrangement or a compromise or arrangement for the benefit of any creditor of the Tenant or any guarantor;

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

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

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

(c) the making of an application to appoint an administrator, or the making of an appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

... intention to appoint an administrator, or the making of an appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;

(d) the receipt of a dividend by a receiver or manager or an administrative receiver in respect of the property or income of the Tenant or any guarantor;

... receiver or manager or an administrative receiver in respect 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 except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which no statement of solvency has been filed with the Registrar;

... voluntary winding-up in respect of the Tenant or any guarantor except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which no statement of solvency has been filed with the Registrar;

(f) the making of a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

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

(g) the making of an application to remove the Tenant or any guarantor from the Register of Companies or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

... t or any guarantor from the Register of Companies or the making of an application for the removal of the Tenant or any guarantor from the Register of Companies;

(h) the making of an application for the winding-up of the Tenant or any guarantor otherwise ceasing to exist (but not including an application for the winding-up of the Tenant or any guarantor dies); or

... ntor otherwise ceasing to exist (but not including an application for the winding-up of the Tenant or any guarantor dies); or

(i) the making of an application for a bankruptcy order, the

... cation for a bankruptcy order, the

pres
ban

The partnership partners Partners to in the amended Liability in the L (as amended Act of 1994 may be relation relevant

‘Annual Rent’

means
the Fou

‘Arbitration’

means
agreed
appoint
for the t
written a

‘Conduits’

means
surface
telecom
or utilities

'Energy Performance Certificate'

has the
(Englan

‘Environmental Performance’

means :

- (a) the energy and associated generation of greenhouse gases;
- (b) the [REDACTED];
- (c) waste management; and
- (d) any other impact arising from the use or operation of [REDACTED]

‘Independent Expert’

means
default
acting
Charter
Tenant;

‘Insurance Rent’

means t

- (a) keep the Premises in accordance with the Landlord's obligations;
 - (b) insure the Premises against fire and theft;
 - (c) insure the Premises against third party liability; and
 - (d) obtain and maintain adequate insurance for the Premises for insurance purposes from time to time;
- and:

- (e) the amount of any deductible under any insurance policy which the Tenant will incur in reinstating the Premises damaged by an Insured Risk;
- (f) a sum which the insurers refuse to pay following an Insured Risk to the Premises because of the Tenant's failure to act; and
- (g) any amount of premiums that the insurers may require to be paid or retention of any permitted use of the Premises by any lawful occupier's use of the Premises.

'Insured Risks'

means fire (including subterranean fire), lightning, explosion, flood, storm, landslide, heave, earthquake, burst or overflow of water, or apparatus, impact by aircraft or other aerial devices, dropped from them, impact by vehicles, terrorism, and malicious damage to the extent, in each case, generally available on normal commercial terms in the market at the time the insurance is taken out, and any time to which the Landlord reasonably insures from time to time to any excesses, limitations and exclusions;

'Interest'

means the rate of interest on outstanding payments in excess of the base rate for the time being of the Bank of England (or that bank ceases to exist) as determined by the Landlord to the Tenant;

'Landlord'

includes the Landlord and the immediate reversion to this Lease;

'Landlord's Neighbouring Property'

means any property owned by the Landlord near to the Premises;

'Open Market Rent'

means the rent which the Premises as a whole might be expected to fetch on the open market on the Relevant Review Date by a willing landlord to a willing tenant with vacant possession and without any other terms or conditions other than those of the lease for a term equivalent to the [Term][residue of the term] or (if the term then remaining is less than five years) but starting on the Relevant Review Date;

- (a) that the Premises are to be for immediate occupation and use and are to be fully restored;

(b) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

(c) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

(d) that the Lease is not a lease for the purposes of the Landlord's obligations in this Lease;

and on the provisions of the Lease (including the provisions for review of rent) other than:

(a) the Lease;

(b) any concession or any other inducement to the grant of this Lease;

(c) any other concession or any other inducement to the grant of this Lease; and

(d) <<a

there be

(a) the Lease;

(b) any concession or any other inducement to the grant of this Lease;

(c) any other concession or any other inducement to the grant of this Lease; and

(d) any concession or any other inducement to the grant of this Lease;

(e) any concession or any other inducement to the grant of this Lease;

(f) any concession or any other inducement to the grant of this Lease;

'Permitted Use'

[ENGLAND]
the Town and Country Planning (Use Classes) Order 1987;
OR

[WALES]
Town and Country Planning (Use Classes) Order 1987];

'Premises'

means the Premises as defined in paragraph LR4 at the beginning of this Lease and any fixtures and fittings in the Premises (other than those which are not part of the Premises);

with the Tenant's obligations in this Lease; and that there has been a material or substantial change in the use of the Premises (other than the use for which the Landlord has complied with the provisions of this Lease);

may be used for the uses permitted by this Lease;

the Lease the willing tenant will, at the end of the term of the Lease, free period, rent concession or any other concession or any other inducement to the grant of this Lease; and that the Open Market Rent will become payable after the end of that term of the Lease; and that the amount of that inducement;

shall contain the same terms and conditions as the Lease (including the provisions for review of rent) other than:

(a) the Lease;

(b) any concession or any other inducement to the grant of this Lease;

(c) any other concession or any other inducement to the grant of this Lease; and

(d) <<a

there be

(a) the Lease;

(b) any concession or any other inducement to the grant of this Lease;

(c) any concession or any other inducement to the grant of this Lease;

(d) any concession or any other inducement to the grant of this Lease;

(e) any concession or any other inducement to the grant of this Lease;

as a retail shop within use class E(a) of the Town and Country Planning (Use Classes) Order 1987];

as a retail shop within use class A1 of the Town and Country Planning (Use Classes) Order 1987];

paragraph LR4 at the beginning of this Lease and any fixtures and fittings in the Premises (other than those which are not part of the Premises);

‘Rent’	means	by this Lease;
‘Rent Commencement Date’	means	rst to be paid>>;
‘Rent Days’	means	September and 25 December] in each year;
‘Review Date’	means	the years <<years>>] and "Relevant Review accordingly;
‘Surveyor’	means	ct from time to time appointed by the Landlor
‘Tenant’	includes	assigns;
‘Term’	means	paragraph LR6 at the beginning of this Lease;
‘Title Matters’	means	out in the following documents: <<insert list of do andlord's title to the Premises>>;
‘Underletting Requirements’	means	
	(a)	nt not less than the then open market rent in advance on the Rent Days;
	(b)	sections 24 to 28 (inclusive) of the Lan 54;
	(c)	anted for a fine or premium or a reverse prem
	(d)	give the undertenant a rent free period (exc able to allow for any fitting out);
	(e)	provisions for change of use and those in this Lease;
	(f)	provisions for review of the rent on the basis and dates on which the d under this Lease;
	(g)	provisions prohibiting dispositions of or let premises other than an assignment hen only with the prior written consent
	(h)	ve a direct covenant from the perform all the tenant's covenants in the
	(i)	provisions requiring the undertenant to ole of the Insurance Rent and other Rent, payable by the Tenant under this

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Lease

(j) that
reason
of the

any other provisions that are
the terms of this Lease and the nature

‘VAT’

means
unless
payable
chargea

by the Value Added Tax Act 1994 (and
ed references to rent or other monies
exclusive of any VAT charged or

1.2 Unless the conte

each reference in this Agreement to:

1.2.1 “writing” o

but not email;

1.2.2 a “working
Sunday o

to any day other than a Saturday,
y in England and Wales;

1.2.3 a statute
provision

ute is a reference to that statute or
ed at the relevant time;

1.2.4 “this Agr
Schedule

to this Agreement and each of the
mented at the relevant time;

1.2.5 a Schedu

agreement; and

1.2.6 a clause
(other tha

ence to a clause of this Agreement
aragraph of the relevant Schedule.

1.3 In this Agreement

1.3.1 any refer
unincorp
personal

des a natural person, corporate or
or not having separate legal

1.3.2 words im

per include the plural and vice versa;

1.3.3 words im

de any other gender;

1.3.4 reference
the Term

include any sooner determination of
on of time;

1.3.5 any cover
obligation

t to do an act or thing includes an
uch act or thing to be done;

1.3.6 reference
neglect o
servants

default of the Tenant include the act,
of the Premises and their respective

1.3.7 the claus
taken into

part of this Lease and are not to be
on or interpretation; and

1.3.8 reference
collateral

de any document supplemental or
uant to its terms.

A

M

P

L

E

- 1.4 The headings in this Schedule are for convenience only and shall not affect its interpretation.

2. Demise and Rent

- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Tenant is entitled to exercise) the rights set out in the First Schedule, except insofar as they are reserved for the benefit of the Landlord's Neighbouring Premises, and subject to the Title Matters set out in the Second Schedule, and subject to the provisions of this Lease.

- 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, the first of which shall be the date of this Lease for the period commencing on the Commencement Date and ending on the day before the day of termination;

- 2.2.2 on demand pay the Insurance Rent;

- 2.2.3 any other sums payable by the Tenant to the Landlord under this Lease; and

- 2.2.4 any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1 The Tenant covenants

- 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 payable by the Tenant is unpaid for more than <<maximum number of days in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so payable), 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, and other financial impositions charged on 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, including but not limited to surface water drainage, electricity, oil, gas, water, telephone, television, communications, internet, data, and any other supplies or utilities supplied to the Premises.

- Premises (including charges and meter rents).
- 3.1.5 If the Landlord is satisfied that the Tenant is not responsible for the loss because it has been allowed during the Term, the Landlord shall be good that loss to the Landlord on demand.
- 3.1.6 To keep the Premises in good and substantial repair and condition and to make good any damage results from any of the risks insured under Clause 4.1.2 unless the money is refused by reason of any act, neglect or default of the Tenant (or any person claiming through him).
- 3.1.7 [To clean and polish the coverings in the Premises as often as is reasonable and to renew and replace coverings of a colour and quality as approved by the Landlord in the final three months of the Term,
- 3.1.8 To decorate the interior of the Premises as often as is reasonable and to renew and replace the last three months before the end of the Term. Any external colour scheme must first be approved by the Landlord. Any decoration must be carried out in a good and proper manner using quality materials that are appropriate to the Premises and to carry out appropriate preparatory work.
- 3.1.9 To keep the Premises tidy and to remove any rubbish which are not built upon clean and
- 3.1.10 At the end of the Term, the Tenant shall:
- a) to remove the Premises from the Landlord in the repair and condition required by the Landlord;
 - b) if the Tenant has made any alterations or additions to the Premises, to remove all items the Tenant has made and to make good any damage caused to the Premises;
 - c) to remove all possessions from the Premises; and
 - d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations and
- 3.1.11 If, following the end of the Term, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:
- a) the Landlord may sell the possessions;
 - b) the Landlord shall be liable to the Landlord against any liability incurred by any party whose possessions have been sold or disposed of in mistaken belief that the possessions belong to the Landlord.

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- 3.1.15 With regard

- 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 purpose, or for any business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of 9.00am to 5.00pm on Mondays to Fridays (and not on bank holidays or public holidays)].

3.1.16 With regard to:

- a) not to use the Premises in 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 connection with the Premises];
- d) [save as may be permitted in clause 3.1.17 below,] not to make any internal or external 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 of the Landlord, erect, alter or remove any partitioning or other internal or external partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation or air conditioning of the Premises or have an adverse effect on the performance of the Premises and which is not necessary for the use of the Premises subject to the Tenant:

- a) giving the Landlord at least <<notice period given to Landlord for carrying out any such works>> notice in writing of the intention to carry out any such works;
- b) carrying out any such works in a good and workmanlike manner and in accordance with any permission, consent or approval required from the Landlord;
- c) reinsuring the Premises in their former state and condition on or before the date of completion of the works if the Landlord by notice in writing requires the Tenant to do so; and
- d) informing the Landlord of the cost of any alterations or additions carried out by the Tenant except any which are trade or tenant's fixtures and fittings and so that the Landlord will not be liable to effect any necessary increase in the amount of the insurance of the Premises are insured unless the Tenant has agreed to do so in writing.

3.1.18 In all cases the Tenant shall be responsible for the design and construction (Design and Management)

Regulations
(whether or not
Lease), and to
with a copy of
the works

works carried out to the Premises
consent is required for them under this
Regulations and to provide the Landlord
with a health and safety file upon completion of

3.1.19 Not to erect
the Premises
sign showing
Landlord's
a size, or
the end of
caused to

sign or advertisement on the outside of
the Premises other than a
name in the position specified by the
Premises, subject to that sign being of
design approved by the Landlord and at
any sign and make good any damage
caused to the Premises.

3.1.20 With regard

to the Premises:

a) to carry out
use

leading to the Premises or to the Tenant's
Premises;

b) without
compliance
Landlord
with
in compliance
require

by the Tenant of any notice or other
document to the Premises to send a copy to the
Landlord and to take all necessary steps to comply
with the communication and take any other action
which the Landlord acting reasonably may

c) not to
without

permission in relation to the Premises
without the consent of the Landlord;

d) to carry out
the Premises

any permissions relating to or affecting

e) to comply
Regulations
written
is the
Landlord
client

Construction (Design and Management)
Regulations in relation to the Premises
commencing any works to make a
modification to the Premises in accordance with
Regulation 4(8) to the effect that the Tenant
proposes of the Regulations, to give the
Landlord the opportunity to inspect and to fulfil the obligations of the

f) to keep
and
of the
main
time

equipped with all fire prevention detection
equipment which is required by law or by the insurers
and to comply with any requirements
imposed by the Landlord and to
allow the Landlord to inspect it from

g) to notify
Premises
under

promptly of any defect or disrepair in the
Premises which may render the Landlord liable under any law or

h) not to
Energy

without the consent of the Landlord to apply for an
Energy Performance Certificate in respect of the Premises.

3.1.21 Not to
Premises
easement

consent to be acquired over the
Premises which may result in the acquisition of a right or

- a) the Tenant shall not assign the Lease to the Landlord; and
- b) the Tenant shall not assign the Lease to the Landlord in any way that the Landlord requires in writing, provided that the Landlord meets the Tenant's business needs and the assignment is not adverse to the Tenant's business interests.

3.1.22 With regard to the Premises:

- a) not to let the Premises on a lease or trust for another;
- b) not to let the Premises be occupied by the whole or any part of the Premises;
- c) not to let the Premises be used for the possession or occupation of the whole or any part of the Premises;
- d) not to let the Premises be used for any part of the Premises;
- e) not to let the Premises be used for any part of the Premises;
- f) not to let the Premises be used 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 in clause 3.1.23;
- g) not to let the Premises be used for any part of the Premises; and
- h) not to let the Premises be used as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent impose one or more of the Underletting Requirements.

3.1.23 The conditions of the Premises shall be such as to impose in relation to an assignment of the Lease:

- a) that the Tenant shall not assign the Lease to anyone who, immediately before the assignment, is not 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 Tenant shall not assign the Lease to anyone who, immediately before the assignment, is not a guarantor of the Tenant's covenants in this Lease (an "Authorised Guarantor") in such form as the Landlord may require;
- c) that the Tenant shall not assign the Lease to anyone who, in the Landlord's reasonable opinion of the facts, is not able to enable it to comply with the conditions contained in this Lease;
- d) that the Tenant shall not assign the Lease to anyone who, in the Landlord's reasonable opinion of the facts, is not acceptable to the Landlord acting as a guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require.

e) that the Tenant shall pay to the Landlord a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit 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 in writing to the Tenant to allow potential tenants and buyers to view the Premises at such times (accompanied by the Landlord or its agent).

3.1.25 With regard to

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

b) if the Tenant is required to do anything which increases any sum payable by the Landlord to repay the Landlord on demand.

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

3.1.27 Where the Tenant shall pay the Landlord or in connection with this Lease, to any person any sum by way of a refund or reimbursement of any VAT incurred on that sum by the Tenant except to the extent that the Landlord or the Tenant is entitled to such VAT under the Value Added Tax Act 1994.

3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, costs, all costs, damages, expenses, charges, liabilities, claims, damages, expenses, incurred in defending or settling any action, or in respect of any personal injury or death, or in respect 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

a) give notice of the claim as soon as reasonably

obligation

a) to insure the Premises in the London insurance market on the basis of the standard policy to the Landlord; and

b) to secure that the policy contains no exclusions or limitations as the insurers may impose.

4.1.3 Subject to the Tenant obtaining all necessary planning and other consents, to use all insurance monies (other than for loss of rent) to repair the damage to the Premises if no claim has been received or (as the case may be) to replace the Premises. The Landlord shall not be obliged to:

a) provide a replacement Premises which is identical in layout or design so long as it is functionally equivalent to that previously at the Premises;

b) repair the Premises if the Tenant has failed to pay any of the Insurances;

c) repair the Premises after a notice has been served pursuant to clause 4.2.

4.2 If, following damage to the Premises, the Landlord considers that it is impossible to repair the Premises, the Landlord may terminate this Lease. On giving notice this Lease shall determine without prejudice to any right or remedy of the Landlord for any breach of the tenant covenants of this Lease. Any claim for loss of rent (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and Agreements

5.1 The parties agree that:

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

5.1.2 the Tenant shall not assign the Lease or sub-lease the Premises or any part of them;

5.1.3 there is no assignment of the Lease or sub-lease of the Premises or any part of them to the Landlord or any person connected with the Landlord or any person connected with the Landlord.

the Landlord may, at any time after the expiry of the Lease, demolish or reconstruct the Premises (or any part of them) at any time after the expiry of the Lease and on doing so the Tenant shall be bound to make good the same to the satisfaction of the Landlord. This will not affect any right or remedy of the Landlord.

5.2 If the Premises are damaged by any Insured Risk so as to be unfit for occupation and the insurance is not vitiated or payment of the insurance money is not made, the Tenant shall be liable to pay a fair proportion of it will cease to be payable from the date of the destruction 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 clause shall affect the right to enforce, or to prevent the

- release or modification of any covenants, rights or conditions to which any adjoining premises are subject.
- 5.4 The parties agree that no party to this Lease has no right arising solely by virtue of the Landlord's (Rights of Third Parties) Act 1999 to enforce any term of this Lease.
- 5.5 The Tenant acknowledges that its use of the Premises in this Lease constitutes or shall constitute a representation that the Premises may lawfully be used for any purpose.
- 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 address specified in clause 6.2 or to any other address in the United Kingdom which the Tenant has specified as its address for service by giving written notice under this clause 6.
- 6.2 A notice served on
- 6.2.1 a company registered in the United Kingdom; or
- 6.2.2 a person or persons who are a partnership registered in the United Kingdom; or
- 6.2.3 anyone else
- a) in the United Kingdom at any postal address in the United Kingdom at any time for the registered proprietor or proprietor of the Premises; or
- b) in the United Kingdom at the address of that party set out in paragraph LR2.1 at the beginning of this Lease; or
- c) in the United Kingdom at the address of that party set out in paragraph LR2.1 at the beginning of this Lease; or
- d) in the United Kingdom at their last known address in the United Kingdom.
- 6.3 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 address specified in clause 6.2 or to any other address in the United Kingdom which the Tenant has specified as its address for service by giving written notice under this clause 6.
- 6.4 If a notice is treated as served at 9:00AM on the 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 next working day.

- immediately following the date of the Lease.
- 6.5 Service of a notice of termination 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 a written notice of termination of a notice period to terminate lease e.g. 3 or 6 months>> not less than the period specified in this Lease.
- 7.2 If the Lease ends on the date of termination, this will not affect the rights of any party for any period prior to the date of termination in this Lease.
- 7.3 The Landlord shall be liable for all payments of Rent that relate to a period after the date of termination of the Lease.]
- 8. [Termination by Tenant]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving to the Landlord a written notice of termination of a notice period to terminate lease e.g. 3 or 6 months>> not less than the period specified in this Lease.
- 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 the Tenant gives up possession of the premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be subject to the provisions of paragraph LR3 of the first deed of assignment of the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that deed of assignment ceases to have effect.]
- 8.4 If the Lease ends on the date of termination, this will not affect the rights of any party for any period prior to the date of termination in this Lease.
- 8.5 The Landlord shall be liable for all payments of Rent that relate to a period after the date of termination of the Lease.]
- 9. Exclusion of Security of Tenure**
- 9.1 The Tenant confirms that he/she is not a tenant of this Lease (or as the case may be before the Tenant entered into this Lease) and is not bound to enter into this Lease) the Tenant is not a tenant of this Lease in the form set out in schedule 1 to the Regulatory (Landlord and Tenant) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he/she has made a [declaration of no security of tenure] in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that he/she is the person who made the declaration on the Tenant's behalf and is not acting as an agent or authority.
- 9.4 The Landlord agrees that he/she is not a tenant of this Lease pursuant to section 38A (1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the

Landlord and Tenant created and entered into by this Lease.

provided in relation to the tenancy created

10. [Guarantor's Covenants]

10.1 The Guarantor:

10.1.1 Guarantor covenants that the Tenant will comply with all the Tenant's obligations under the Lease. If the Tenant defaults, the Guarantor shall be bound to and comply with those obligations;

at the Tenant will comply with all the Tenant's obligations under the Lease. If the Tenant defaults, the Guarantor shall be bound to and comply with those obligations;

10.1.2 Covenants that the Guarantor shall be the primary obligor, and separate to the Tenant's obligations, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's obligations or comply with the Tenant's obligations (as set out in any supplemental documents to this Lease);

primary obligor, and separate to the Tenant's obligations, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's obligations or comply with the Tenant's obligations (as set out in any supplemental documents to this Lease);

10.1.3 Covenants that the Guarantor shall be the primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's obligations or voluntarily entering into any company arrangement or other scheme having the effect of impairing, compromising or frustrating the obligations of the Guarantor in this clause 10.

is primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's obligations or voluntarily entering into any company arrangement or other scheme having the effect of impairing, compromising or frustrating 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 struck off the register, the Guarantor must, within ten working days:

on notifies the Guarantor within three months after the termination or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days:

10.2.1 at the cost of the Guarantor (including payment of the Landlord's costs) do any of the following:

including payment of the Landlord's costs) do any of the following:

a) for a period of 14 days after the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

g effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

b) ending this Lease would have ended if the disclaimer or forfeiture had not happened;

this Lease would have ended if the disclaimer or forfeiture had not happened;

c) at the time of the disclaimer or forfeiture, the amounts payable;

amounts payable;

d) contained in the Lease on the term commencement date of the Lease that falls before the term commencement date that has not been reviewed as at the date of the disclaimer or forfeiture;

on the term commencement date of the Lease that falls before the term commencement date that has not been reviewed as at the date of the disclaimer or forfeiture;

e) contained in the Lease on each Rent Review Date under this Lease that falls before the term commencement date of the Lease;

on each Rent Review Date under this Lease that falls before the term commencement date of the Lease;

f) otherwise as may be agreed in writing between the Landlord and the Guarantor and conditions as this Lease; or

and conditions as this Lease; or

- 10.2.2 pay the sums due under the rents, any outgoings and all other sums due under this Lease that would be due within the period of 6 months following the disclaimer, forfeiture or termination of the Lease;
- 10.3 If clause 10.2.2 is not complied with, the Landlord may, without prejudice to the enforcement of the payment in full, the Landlord may enforce its obligations under this clause 10 (but that will not constitute a waiver of any rights in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 shall be deemed to be discharged or discharged by:
- 10.4.1 any failure to comply with clause 10.2.2, or any delay in enforcement of the obligations under this clause 10, or any concession allowed to the Tenant or the Guarantor;
- 10.4.2 any variation or amendment to the Lease (not that a surrender of part will end the obligations of the surrendered part);
- 10.4.3 any right to terminate the Lease or any right that the Tenant or the Guarantor may have;
- 10.4.4 any death or change in the constitution or status of the Tenant or the Guarantor or of any other person who is liable, or of any party with any other person, any change in the whole or any part of the assets or liabilities of any person;
- 10.4.5 any amalgamation, reconstruction or other person;
- 10.4.6 the existence of a moratorium or suspension in relation to the Guarantor of an Act of Insolvency;
- 10.4.7 anything done or omitted to be done by the Landlord by deed.
- 10.5 The Guarantor shall not be liable for competition with the Landlord in the event of the insolvency of the Tenant or the Guarantor, nor shall the Landlord take any security, indemnity or other benefit from the Tenant or the Guarantor in respect of the Tenant's obligations under this Lease.
- 10.6 Nothing in this clause 10 shall create any liability on the Guarantor that exceeds the liability of the Tenant, and were it the tenant of this Lease.]]
- 11. Applicable Law and Jurisdiction**
- 11.1 This Lease and the obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 11.2 Subject to clause 11.3, any 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.
- 11.3 Any party may apply to the courts of England and Wales for an order in relation to this Lease, including in relation to any non-contractual obligations.

contractual obligation

competent jurisdiction.

THIS LEASE has been executed and dated

on the day on which it has been

[Execution clauses for landlord]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

signature:

Director

signature:

[Director][Secretary]

OR (alternative company execution)

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

signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where)

(al)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the tenant is an individual)

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

S

A

M

P

L

E

<<Affix seal here>>

signature:

Director

signature:

[Director][Secretary]

signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for guarantor]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the company is a limited liability partnership)

Signed as a deed by
<<Guarantor's Name>>

S

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<<affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

(equal)

in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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First Schedule to the Lease granted to the Tenant

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

Second Schedule to the Lease of the Premises to the Landlord

1. The right to the passage of, and the supply of, gas, electricity, oil, telecommunications, internet, data and other services from and to any adjoining or neighbouring premises and 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 same in order 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 for the purpose of:
 - 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 Landlord so requires) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises for the purpose of:
 - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's performance of the Premises by the Tenant's representative (if any) who must make that representative 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 performance of the Premises, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work;
 - h) remain upon the Premises for as long a period as is reasonably necessary; and

- i) where reasonably necessary, the right to use the Premises for any rights outside the normal business hours of the Premises;
6. [The right to place plant or equipment on the roof of the Premises and a right of access to the roof for the Landlord may require.]
7. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Tenant is to do so) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of traffic or these works interfere with the flow of light and air to the Premises, and provided that in connection with those works to underpin the Premises, 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 quality of construction and workmanship;
 - taking reasonable steps to prevent interference to the Premises by noise, dust and vibration (and in relation to this, considering the Tenant's suggestions for limiting any interference);
 - making good any physical damage to the Premises or its contents.
8. The right, where necessary, to place scaffolding and other equipment onto the Premises and to use the same for or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises made good;
 - the scaffolding caused no obstruction to the entrance to the Premises;
 - the scaffolding does not display any signs or notices (except for any health and safety notices) and any other tenant whose premises are adjacent to the Premises (other than the Tenant) unless the Tenant has consented to its display; and
 - if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall, at the request of the Tenant (and at the Landlord's expense) display a sign (approved by the Landlord) on the exterior wall of the Premises in front of the Premises so that it is visible to the public.
9. The right to use the Landlord's Property for any purpose whatsoever and without imposing any restrictions or conditions similar to those imposed on the Tenant by neighbouring premises any restrictions on the Tenant.
10. The right to support and maintain any premises owned by the Landlord adjacent to the Premises.
11. All rights of light or air which now exist or that might (but for this

reservation) be acquire

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1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or permit in writing accompanied by all information required to obtain the same to the satisfaction of the Landlord that the material in question is required for the Tenant's business and will be kept in accordance with relevant regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant Regulations 2012 at the Premises.
4. Not to obstruct the movement of traffic on the Landlord's Neighbouring Property.
5. No vehicles may be parked on the Landlord's Neighbouring Property for more than is reasonably necessary for the purposes of loading or unloading of goods or supplies and no vehicles may remain overnight.
6. No mat, brush or mop may be placed on the Premises nor shall anything be thrown out of the window or door of the Premises.
7. Not to place harmful, toxic or flammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.
8. Not to overload any structure or part of the Premises nor any machinery or equipment on the Premises.
9. No blind should be fitted to any window of the Premises without the previous written approval of the Landlord.
10. Not to place or expose any goods or materials upon the Landlord's Neighbouring Property any goods or materials upon the Landlord's Neighbouring Property.

Fourth

Now Provisions

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