

<b>LR1. Date of lease</b>	date in full>>
<b>LR2. Title number(s)</b>	<b>Landlord's title number(s)</b>  ...er(s) out of which this lease is granted. ...ok if not registered. ...andlord's title number(s)>>  <b>Other title numbers</b>  ...le number(s) against which entries of ...ferred to in LR9, LR10, LR11 and LR13 ...made. ...her title number(s)>>
<b>LR3. Parties to this lease</b>  <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>> ...address of Landlord>> ...company number>>  ...ame of Tenant>> ...address of Tenant>> ...company number>>  ... (if any) ...ame of Guarantor>> ...address of Guarantor>> ...company number>>  <b>Other parties</b> ...capacity of each party, for example ...ent company", "guarantor", etc. ...ame of other party>> ...address of other party>> ...company number>>
<b>LR4. Property</b>  <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described</i>  <i>Where there is a letting of part of the property, a plan must be attached to the lease showing any floor levels must be specified.</i>	<b>Resolution of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail.</b>  ...property [shown edged red on the plan attached to this lease and] known as <<Insert description of Property>> which is on the <<Insert floor number(s)>> floor of the Building (as defined in clause 1.1)



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<p><b>LR5. Prescribed statements etc.</b></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 which do not apply to this lease.</i></p>	<p><i>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the 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><b>LR6. Term for which the Property is let</b></p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Registration Rules 2003.</i></p>	<p><i>including the commencement date&gt;&gt;</i></p> <p><i>including the expiry date&gt;&gt;</i></p> <p><i>as specified in this lease at clause/paragraph &lt;&lt; &gt;&gt;</i></p> <p><i>as follows:</i></p> <p><i>term&gt;&gt;</i></p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none"&gt;&gt;</i></p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></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><b>LR9. Rights of acquisition etc.</b></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 land</i></p>



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

landlord's contractual rights to acquire

**LR10. Restrictive covenants given by the Landlord in respect of the Property other than the Property**

*Insert the relevant provisions or clause, schedule or paragraph of this lease which contains the provisions*

**LR11. Easements**

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

easements granted by this lease for the benefit of the Property

easements granted or reserved by this lease for the benefit of the Property for the benefit of other

**LR12. Estate rentcharge burdened on the Property**

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

**LR13. Application for standard form of restriction**

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you may do so by applying for each of them, or by applying against which title and the full text of the restriction you are applying for.*

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



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

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

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

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

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

**‘Accounting Date’** means the date in each year, not later than 31 December, determined by the Landlord

... service charge year ends e.g. 31 December, the date notified to the Tenant at any time

**‘Act of Insolvency’** means:

(a) the making of a voluntary arrangement or a composition or arrangement for the benefit of any creditor;

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

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

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

(c) the making of an application to the court for an order appointing 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 application to the court for an order appointing an administrator, or the appointment of an administrator, in relation to the Tenant or any guarantor;

(d) the receipt of a dividend from the property or income of the Tenant or any guarantor;

... receiver or manager or an administrative receiver in relation to the property or income of the Tenant or any guarantor;

(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 a 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 a 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 the Registrar for the removal of the Tenant or any guarantor from the Register of Companies, or the making of an application for the Tenant or any guarantor to be struck off the Register of Companies;

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







- (b) the
- (c) wa
- (d) an

**‘Financial Year’**

means the first consecutive Accounting Dates (including the first Accounting Date) or at the end of the Term means the last consecutive Accounting Date and ending at the end of the Term

**‘Independent Expert’**

means a person agreed by the Landlord and Tenant or in default of agreement by the President (or the Chief Officer or the Secretary) of the Royal Institution of Chartered Surveyors in written request of the Landlord or the Tenant;

**‘Initial Service Charge’**

means the service charge>> per year;

**‘Insurance Rent’**

- means the sum of:
  - (a) keep in accordance with the Landlord’s obligations;
  - (b) insurance of the Premises for Insurance Rent;
  - (c) insurance of the Premises for third party liability; and
  - (d) obtaining of insurance for the Premises for insurance purposes from time to time and:
  - (e) the sum deductible under any insurance policy which the Landlord 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 Insured Risk to act; and
  - (g) any sum of premiums that the insurers may require as a condition of reinstatement or retention of any permitted use of the Premises for any lawful occupier’s use of the Premises.

**‘Insured Risks’**

means the risks of fire (including subterranean fire), lightning, explosion, storm, flood, landslide, heave, earthquake, burst or leakage of water or apparatus, impact by aircraft or other objects falling or dropped from them, impact by vehicles, aircraft, boats 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 other risks which the Landlord reasonably insures from time to time to protect the Premises against, subject to any excesses, limitations and



	exclusio	ers;
<b>‘Interest’</b>	means e.g. two Barclay reasona	ate of interest on outstanding payments above the base rate for the time being of rate or that bank ceases to exist) a ed by the Landlord to the Tenant;
<b>‘Interim Sum’</b>	means relevant based o Charge	account of the Service Charge for the ed by the Surveyor (acting as an expert) ate of the likely amount of the Service question;
<b>‘Landlord’</b>	includes	the immediate reversion to this Lease;
<b>‘Landlord’s Neighbouring Property’</b>	means	d by the Landlord near to the Premises;
<b>‘Letting Unit’</b>	means Building caretak letting o the ma Building	or other unit of accommodation in the ommodation provided for a porter or e exclusively occupied (or intended for otherwise than solely in connection with ng or the provision of services to the
<b>‘Open Market Rent’</b>	means expecte willing t fine or p the Term than five Review (a) that (if d (b) that Lea pers the (c) that Lea (d) that rece othe the Ren peri and on provisio review o (a) the (b) any	ne Premises as a whole might be nt Review Date by a willing landlord to a with vacant possession and without ars equivalent to the [Term][residue of or (if the term then remaining is less years] but starting on the Relevant for immediate occupation and use and e fully restored; d with the Tenant’s obligations in this ent that there has been a material or dlord) the Landlord has complied with this Lease; y be used for the uses permitted by this hetical lease the willing tenant will ree period, rent concession or any or amount that might be negotiated in t purposes and that the Open Market ecome payable after the end of that nent of that inducement; wise contain the same terms and Lease (including the provisions for o contained) other than: nt; cession or any other inducement



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**‘Permitted Use’**

**‘Premises’**

# S A M P L E

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y lawful sub-tenant or their respective  
n in occupation of the Premises;  
Premises due to the carrying on there  
t or any lawful sub-tenant (whether by  
ecessors in such business);  
nant or any other party with a special  
ht make by reason of its occupation of  
rried out during the Term by the Tenant  
eir own expense with the Landlord's  
rsuance of an obligation to the  
in title;  
able to works that have been carried out  
's predecessors in title or lawful  
able to any temporary works, operations  
oining premises;  
as a retail shop within use class E(a) of  
(Use Classes) Order 1987]  
a retail shop within use class A1 of the  
(Use Classes) Order 1987];  
paragraph LR4 at the beginning of this  
ther surface finishes and internal  
bounding the Premises and all  
ndows including the glass, the frames  
alls and partitions lying within the  
ngs or other surface finishes of the  
e of the joists or other structures to  
cluding for the avoidance of doubt the  
all comprise the ceiling tiles and the  
;  
faces of the floors down to the upper  
ures to which the floors are fixed;  
Premises including the guard rails of  
Premises exclusively;  
l and water and sanitary apparatus  
Premises and all other fixtures and  
r than tenant's fixtures and fittings) not



excluded but the  
(a) any other than any matters expressly included  
about the underside of the joists or structures to which  
the upper surfaces of the joists or  
structures are fixed including the floor slab the  
room floor slab of the balcony (if any);  
(b) any joists and other load bearing parts of  
the internal or structural walls or load bearing  
columns except those surface finishes and coverings  
stairways expressly included above;  
(c) any other things which do not serve the Premises  
excluded

**'Rent'** means the sum payable by this Lease;

**'Rent Commencement Date'** means the first to be paid>>;

**'Rent Days'** means [1 September and 25 December] in each year;

**'Retained Property'** means the property which are not Letting Units including (but not limited to)

- (a) the
- (b) all the Building except any that exclusively serve the Unit;
- (c) the walls, foundations and roofs which are not included in the other Letting Units if they were let on the same basis as the

**'Review Date'** means the years <<years>>] and "Relevant Review Date" accordingly;

**'Service Charge'** means the charge calculated on a floor area basis or any other method (from time to time) **OR** [<<proportion of service charge>>%] of the Service Cost;

**'Service Cost'** means the costs incurred by the Landlord in providing the Service of keeping accounts of service costs, preparing service charge statements and retaining accounts;

**'Services'** means the services provided by the Landlord as set out in Clause 4.3;

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



<b>‘Tenant’</b>	includes	assigns;
<b>‘Term’</b>	means	paragraph LR6 at the beginning of this Lease;
<b>‘Title Matters’</b>	means	out in the following documents: <<insert list of documents showing the Landlord's title to the Premises>>;
<b>‘Underletting Requirements’</b>	means	<ul style="list-style-type: none"> <li>(a) that the rent not less than the then open market rent be paid in advance on the Rent Days;</li> <li>(b) that the Tenant complies with sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995;</li> <li>(c) that the Tenant is not granted for a fine or premium or a reverse premium;</li> <li>(d) that the Tenant does not give the undertenant a rent free period (except for fitting out) to allow for any fitting out);</li> <li>(e) that the Tenant complies with provisions for change of use and alterations to those in this Lease;</li> <li>(f) that the Tenant complies with provisions for review of the rent on the basis and dates on which the rent is reviewed under this Lease;</li> <li>(g) that the Tenant complies with provisions prohibiting dispositions of or subletting of the Premises other than an assignment when only with the prior written consent of the Landlord;</li> <li>(h) that the Tenant does not create a direct covenant from the Tenant to the Landlord to perform all the tenant's covenants in this Lease;</li> <li>(i) that the Tenant complies with provisions requiring the undertenant to pay the full amount of the Insurance Rent and other monies payable by the Tenant under this Lease;</li> <li>(j) that the Tenant complies with any other provisions that are contained in the terms of this Lease and the nature of the Premises.</li> </ul>
<b>‘VAT’</b>	means	by the Value Added Tax Act 1994 (and any amendments) and references to rent or other monies payable are to be exclusive of any VAT charged or payable.
1.2	Unless the context otherwise requires, each reference in this Agreement to:	
1.2.1	“writing”	means writing, but not email;
1.2.2	a “working day”	means any day other than a Saturday, Sunday or Bank Holiday in England and Wales;



- 1.2.3 a statute or statutory provision is a reference to that statute or provision in force at the relevant time;
- 1.2.4 "this Agreement" means this Agreement and each of the Schedules referred to hereunder as amended at the relevant time;
- 1.2.5 a Schedule means a Schedule to this Agreement; and
- 1.2.6 a clause means a reference to a clause of this Agreement or a paragraph of the relevant Schedule.
- 1.3 In this Agreement
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body of persons or not having separate legal personality;
- 1.3.2 words importing the singular number include the plural and vice versa;
- 1.3.3 words importing the masculine gender include any other gender;
- 1.3.4 reference to time shall include any sooner determination of time;
- 1.3.5 any covenant or obligation to do an act or thing includes an obligation to cause such act or thing to be done;
- 1.3.6 reference to the acts, neglect or default of the Tenant include the act, neglect or default of the Tenant and their respective servants and agents;
- 1.3.7 the clauses of this Lease and are not to be taken into account for the purpose of construction or interpretation; and
- 1.3.8 reference to a document includes any document supplemental or collateral to it and consistent with its terms.
- 1.4 The headings in this Agreement 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 the same) the rights set out in the First Schedule, except insofar as they are reserved for the benefit of the Landlord's Neighbouring Property and the rights set out in the Second Schedule.
- 2.2 The Tenant must
- 2.2.1 the Annual Rent in advance by bankers' standing order (or by such other method as the Landlord so requires) on the Rent Days, beginning on the date of this Lease for the period commencing on the Commencement Date and ending on the day



- before the
- 2.2.2 on demand Insurance Rent;
- 2.2.3 the Service Charge payments on account of it (payable as provided);
- 2.2.4 any other payments payable to the Landlord under this Lease; and
- 2.2.5 any VAT payable by the Tenant.

### 3. Tenant's Covenants

- 3.1 The Tenant covenants to
- 3.1.1 To pay the rent in the manner stated without any legal or equitable set-off or counterclaim unless required by law.
- 3.1.2 If any sum of rent is unpaid for more than <<maximum length of time rent may be in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so long as the Tenant must on demand pay interest on the arrears) calculated on a daily basis on the amount of the arrears from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, levies, and financial impositions charged on the Premises including
- a) tax (including stamp duty) on the rent payable; and
- b) any other charges 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, telegraph, communications, internet, data communications, and any other supplies or utilities supplied to the Premises (including but not limited to charges and meter rents)).
- 3.1.5 If the Landlord requires the Tenant to do so because it has been allowed during the Term, the Tenant shall be good that loss to the Landlord on demand.
- 3.1.6 To keep the Premises in good 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 its servants or agents).
- 3.1.7 [To clean and polish the floor coverings in the Premises as often as may be required during the final three months of the Term, and to replace or coverings of a colour and quality



first app

3.1.8 To decorate the Premises (including the exterior (if any) and the inside of the Premises as often as may be necessary and also in the last three months before the termination of the Lease) and to make any changes in the external colour of the Premises by the Landlord. All decoration must be carried out in a proper and workmanlike manner using good quality materials and the Landlord must ensure that the Premises and include all appropriate preparate

3.1.9 To keep the Premises in a clean and tidy state and to ensure that the Premises are not built upon clean and

3.1.10 At the end

a) to repair the Premises to the satisfaction of the Landlord in the repair and condition required

b) if the Tenant has fixed to the Premises any alterations the Tenant has made to the Premises to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises

c) to remove from the Premises 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 termination of the Lease, 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; and

b) the Landlord shall be liable to the Landlord against any liability incurred by the Landlord or any party whose possessions have been sold by the Landlord in the mistaken belief that the possessions belong to the Landlord

c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of transportation, storage and sale incurred by the Landlord

3.1.12 To permit the Landlord or Surveyor to enter and inspect the Premises and:

a) if the Landlord or Surveyor gives to the Tenant (or any other person) notice of any repairs or maintenance to be carried out or of any other failure by the Tenant to carry out its obligations under this Lease, to remedy such failure in accordance with the provisions of the Lease within a period of two months from the date of the



- notice and
- b) if the Landlord, in accordance with clause 3.1.12 a), to permit the Tenant to carry out the works at the Premises and pay to the Landlord on demand (reduced by any amount of debt) the proper expenses of such works, Surveyor's and other fees).
- 3.1.13 To allow the Landlord to exercise any right to enter the Premises to do so for the purpose of inspecting, repairing, maintaining, improving or not doing so, or for the purpose of carrying out any emergency works (whether or not in writing) to the Premises or any part thereof, at any reasonable time (whether during the hours of business or otherwise) and, except in the case of an emergency, after giving the Tenant reasonable notice (which need not be in writing);
- 3.1.14 To pay to the Landlord, and on an indemnity basis all costs, charges, expenses (including legal costs and professional fees) properly incurred by the Landlord in connection with the performance of the obligations of the Landlord of:
- a) the enforcement of the covenants of this Lease;
  - b) any obligations in this Lease, including the obligations to give notice under section 146 of the Law of Property Act 1925;
  - c) any costs incurred by the Landlord for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused, where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;
  - d) [carrying out any works to the Premises to improve their condition or appearance where the Tenant in its absolute discretion agrees that the Landlord doing so;] and
  - e) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.
- 3.1.15 With regard to the use of the Premises:
- a) not to use the Premises for any illegal or immoral purpose;
  - b) not to use the Premises as sleeping accommodation or for residential purposes;
  - c) not to use the Premises for any offensive, noisy or dangerous purpose, trade, 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)].
- 3.1.16 With regard to the condition of the Premises:



- a) not to make any alterations to any adjoining premises;
- b) not to make any structural alterations to the Premises;
- c) [not to make any alterations to the Premises which would, or may have an adverse effect on the asset rating or performance Certificate commissioned in respect of the Building;] and
- d) [save in respect of clause 3.1.17 below,] not to make any alterations 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 consent from the Landlord erect, alter or remove any partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the Building or have an adverse impact on the Energy Rating of the Premises or the Building and which shall be the Tenant's fixture subject to the Tenant:

- a) giving the Landlord <<notice period given to be carried out e.g. 2 months>> notice in writing before carrying out any such works;
- b) carrying out such works in a good and workmanlike manner and in accordance with any permission, consent or approval required;
- c) reinsuring the Premises to their former state and condition on or before the date of completion of the works if the Landlord by notice in writing requires this; and
- d) informing the Landlord of the cost of any alterations or additions carried out and ensuring that the works are carried out in a manner which is practicable and so that the Landlord will not be required to effect any necessary increase in the amount of insurance cover for the Premises are insured unless the Tenant has agreed otherwise in writing.]

3.1.18 In all cases of works carried out to the Premises (whether or not such works are required by any Regulations (whether or not such Regulations are in force at the time of the Lease), the Tenant shall provide the Landlord with a copy of the Health and safety file upon completion of the works.

3.1.19 Not to exhibit any sign or advertisement on the outside of the Premises other than a sign showing the name in the position specified by the Landlord and on the entrance door to the Premises which shall be of a size, design, layout and colour to be agreed with the Landlord and at the end of the Term to remove any damage caused to the Premises by the sign or advertisement.



3.1.20 With regard to the use of the Premises in respect of the Premises:

- a) to carry out any works relating to the Premises or to the Tenant's use of the Premises;
- b) without the prior written consent of the Landlord, to give or to authorise the Tenant to give by the Tenant of any notice or other communication to the Landlord or to the Tenant to send a copy to the Landlord or to the Tenant to take all necessary steps to comply with the requirements of the Landlord acting reasonably may require;
- c) not to carry out any works relating to the Premises without the prior written consent of the Landlord;
- d) to carry out any works relating to or affecting the Premises without the prior written consent of the Landlord;
- e) to comply with the Building Regulations (Design and Management) Regulations 2006, in relation to the Premises, by commencing any works to make a written statement in accordance with Regulation 4(8) to the effect that the Tenant is the person responsible for the Premises for the purposes of the Regulations, to give the Landlord a copy of the statement and to fulfil the obligations of the client under the Regulations;
- f) to keep the Premises at all times equipped with all fire prevention detection and alarm systems which are required by law or by the insurers of the Premises and to comply with any requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
- g) to notify the Landlord immediately of any defect or disrepair in the Premises and to ensure that the Landlord is liable under any law or contract in relation to the Premises;
- h) not to carry out any works relating to the Premises without the prior written consent of the Landlord to apply for an Erection Certificate in respect of the Premises.

3.1.21 Not to carry out any works relating to the Premises which may result in the acquisition of a right or easement over the Premises;

- a) the Tenant to carry out any works relating to the Premises without the prior written consent of the Landlord; and
- b) the Tenant to carry out any works relating to the Premises in any way that the Landlord requires the Tenant to carry out the works so long as the Landlord meets the requirements of the Landlord and the works are not adverse to the Tenant's business interests.

3.1.22 With regard to the use of the Premises:

- a) not to carry out any works relating to the Premises for another;
- b) not to carry out any works relating to the Premises to occupy the whole or any part of the Premises.



- c) not to use the Premises for the possession or occupation of the whole or any part of the Premises;
- d) not to use the Premises for any part of the Premises;
- e) not to use the Premises; and
- f) not to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of consent require compliance with the conditions in clause 3.1.23;
- g) not to use the Premises; and
- h) not to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of consent impose one or more of the Underletting Requirements.

3.1.23 The conditions of the Premises shall not impose in relation to an assignment of the Premises:

- a) that the assignee is not someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations or a guarantor of the obligations of this Lease under an authorised guarantor;
- b) that the assignee has entered into an agreement guaranteeing that the assignee will comply with the Tenant's covenants in this Lease (an "Authorised Agreement") in such form as the Landlord may require;
- c) that the assignee is, in the Landlord's reasonable opinion of sufficient financial strength to enable it to comply with the conditions contained in this Lease;
- d) that the assignee has entered into an agreement acceptable to the Landlord acting as guarantor and indemnity of the Tenant's obligations in such form as the Landlord may require;
- e) that the assignee has entered into a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit of at least 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 for the return of the deposit; and
- f) that the assignee has entered into an agreement of the Annual Rent or any other sum payable under this Lease and that any material breach of the Tenant's covenants has been remedied.

3.1.24 To permit the Landlord at any time during the Term to enter the Premises for the purpose of inspecting any part of the Premises a notice



- for re-letting or view the Premises or its agent.
- 3.1.25 With regard to the Tenant's obligations:
- to co-operate with the Landlord's insurers and not to do anything which could invalidate any insurance; and
  - if the Tenant's insurers require the Tenant to do anything which increases any premium 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 the Lease on the due date for making any payment or, if earlier, the date on which a supply is made for VAT purposes.
- 3.1.27 Where the Tenant pays the Landlord any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord or any other person, the Tenant shall, except to the extent that the Landlord or any other person has repaid such VAT under the Value Added Tax Act 1994, pay to the Landlord a sum equal to the amount so repaid.
- 3.1.28 The Tenant shall indemnify the Landlord against all actions, claims, damages, expenses, costs, losses, liabilities, charges, claims, actions, or damages incurred in defending or settling any action, claim, or damages, or any personal injury or death, or any loss or damage, or any right arising from:
- the Tenant's use of the Premises or the Tenant's use of the Premises for any purpose;
  - the Tenant's use of the Premises for any purpose;
  - the Tenant's use of the Premises for any purpose.
- 3.1.29 In respect of the indemnity in clause 3.1.28, the Landlord shall:
- give the Tenant notice of the claim as soon as reasonably practicable;
  - provide the Tenant with information and assistance in relation to the claim which the Tenant may reasonably require, subject to the Tenant paying all costs incurred by the Landlord in providing such assistance; and
  - mitigate the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.30 With regard to the Tenant's obligations:
- to take all reasonable steps to prevent any damage to the Common



- Part (without limitation) when bringing in or removing luggage from the Premises;
- b) to use the staircase, lavatories and water closets in a careful manner and to make no improper or careless use;
- c) to keep the stairs and staircases in the Common Part in good repair and under constant instruction at all times.
- 3.1.31 To comply with the Third Schedule and any other regulations made by the Landlord from time to time in the interest of the Management.
- 3.1.32 Where the Tenant is not responsible for the costs, fees, repairs, lighting and other items which are used or are capable of being used in common with any other part of the Building, the Tenant shall be liable to pay on demand to the Landlord (to be determined by the Landlord) of the costs, fees, repairs, lighting and other items which are used or are capable of being used in common with any other part of the Building.
- 3.1.33 Within 21 days of the execution of the relevant document together with the relevant registered titles to the Landlord.
- 3.1.34 If this Lease is subject to compulsory registration at the Land Registry, the Tenant shall cause this Lease to apply to the Land Registry and once the registration has been completed, the Tenant shall provide the Landlord with the relevant titles to the Landlord.
- 3.1.35 At the end of the Lease and as the Landlord reasonably requires, the Tenant shall remove entries in relation to it from the Land Registry.
- 3.1.36 To notify the Landlord of the Tenant's obligations under this Lease and if the Landlord so requires to procure that the Tenant enters into a deed of guarantee in the same terms as the original deed of guarantee.

#### 4. Landlord's Covenants

##### 4.1 The Landlord covenants

- 4.1.1 Subject to the rents and other sums due and payable under this Lease, to permit the Tenant to use the Premises without any interruption by the Landlord claiming under or in trust for the benefit of the Tenant or any person admitted by the Lease.
- 4.1.2 To insure (including any plate glass in the Building) the Premises against the Insured Risks for the full reinstatement value.



cost including  
removal,  
obligation

a) to insure  
reasonably

b) to satisfy  
imposed

4.1.3 Subject to  
all insurance  
damage  
be) to repair

a) provide  
accordance  
Premises

b) repair  
Insurance

c) repair  
pursuant

4.2 If, following damage  
that it is impossible  
terminate this Lease  
Lease shall determine  
remedy of the Landlord  
this Lease. Any  
glass) shall belong

4.3 The Landlord shall  
services:

a) repair

b) cleaning

c) maintenance  
land

d) repair  
Parts  
disc  
Build

e) operation  
accordance  
heating  
Retained

f) provision  
on the  
Auth

g) provision  
hot a

S

A

M

P

L

E

and incidental expenses, debris  
recoverable VAT, provided that the

in the London insurance market on  
to the Landlord; and

or limitations as the insurers may

y planning and other consents, to use  
her than for loss of rent) to repair the  
s been received or (as the case may  
Landlord shall not be obliged to:

ntical in layout or design so long as  
equivalent to that previously at the

nant has failed to pay any of the

ses after a notice has been served

the Premises, the Landlord considers  
state the Premises, the Landlord may  
to the Tenant. On giving notice this  
e without prejudice to any right or  
y breach of the tenant covenants of  
ce (other than any insurance for plate

endeavours to provide the following

poration of the Retained Property;

of the Retained Property;

ing) of all (if any) open and  
Retained Property;

external windows in the Common  
s in the Landlord's reasonable  
e of all exterior windows of the

at and servicing of any lavatory  
achinery, lighting, equipment and  
us from time to time within the

s for the storage of refuse originating  
val if not effected by the Local

ter for central heating and a supply of  
tories in the Building;



- h) control of cycle parking on those areas of the Retained Property for car parking and cycle parking;
- i) payment of rates, taxes, costs and expenses in respect of the Retained Property including outgoings, costs and expenses for which the Tenant or other tenant or occupier is directly liable;
- j) compliance with any legal obligation relating or attaching to the Retained Property and for which any tenant or occupier is liable;
- k) provision and renewal of any fire alarm system and fire detection equipment in or on the Retained Property and works necessary to comply with all requirements of the appropriate authority in relation to fire insurance and the requirements of the insurers;
- l) provision and renewal of any equipment including lifts, escalators, traffic management systems, heating, ventilation, lighting and security services for the Retained Property;
- m) <<insertion of any other services to be provided by the Landlord;
- n) such other matters as the Landlord may from time to time consider necessary or desirable in the interests of good estate management and in maintaining the amenities of the Retained Property and its efficient management.

## 5. Provisos and Agreements

### 5.1 The parties agree

- 5.1.1 any rent payable by the Tenant at any time rent is allowed to be in arrears for a period of not more than 14 days (whether formally demanded or not); or
- 5.1.2 the Tenant is in breach of any covenant or condition of the Lease;
- 5.1.3 there is a default by the Tenant in the performance of any obligation under the Lease.

the Landlord may at any time (or any part of them) at any time after the expiration of the period of 14 days (whether formally demanded or not) this will not affect any right or remedy available to the Landlord.

- 5.2 If the Premises are damaged by any Insured Risk so as to be rendered unfit for occupation for a period of more than 30 days and insurance money is not vitiated or payment of the full amount of the insurance money is not made through any act, neglect or default of the Tenant, the Tenant shall be liable to pay a fair proportion of it will cease to be payable from the date of the completion of the reconstruction for a period of three years or until the Premises are again occupied or used by the Tenant, whichever is the longer.

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



5.4 The parties agree that no 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 for which it is licensed.

5.6 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord.

## 6. Notices

6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid post, by hand delivery to or otherwise delivered to the recipient in accordance with clause 6.2 or to any other address specified as its address for service by giving written notice 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 domiciled in a country outside the United Kingdom; or  
6.2.3 anyone else who is a party to the deed or document to which they are a party has been given at their last known address

6.2.3 anyone else who is a party to the deed or document to which they are a party has been given at their last known address

a) in the United Kingdom, at any postal address in the United Kingdom at any time for the registered proprietor on the register of title at the beginning of this Lease, or if there is more than one registered proprietor, at its last known address in the United Kingdom;

b) in the United Kingdom, at the Premises;

c) in the United Kingdom, at the address of that party set out in the deed or document to which they gave the guarantee; and

d) in the United Kingdom, at their last known address in the United Kingdom.

6.3 Any Notice given in accordance with clause 6.2 shall be deemed to have been served on the second working day after the date of posting, by first class post or special delivery or at the recipient's address if delivered to or left at that address.

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

6.5 Service of a notice in accordance with clause 6.2 shall not be a valid form of service under this Lease.



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 a notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period set out at any time.
- 7.2 If the Lease ends on the termination of this Lease, this will not affect the rights of any party for any prior period in this Lease.
- 7.3 The Landlord shall retain the right to demand all payments of Rent that relate to a period after the 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 a notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period set out at any time.
- 8.2 This Lease shall terminate on the date of a notice given by the Tenant if the Tenant has paid the Rent up to the date of determination and has given up possession of the premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be personal to the Tenant named in paragraph LR3 and shall terminate on the Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to be a tenant of the premises.]
- 8.4 If the Lease ends on the termination of this Lease, this will not affect the rights of any party for any prior period in this Lease.
- 8.5 The Landlord shall retain the right to demand all payments of Rent that relate to a period after the 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 was bound to enter into this Lease) the Tenant is not a tenant of the premises in the form set out in schedule 1 to the Regulatory (Miscellaneous Provisions and Ancillaries) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he/she or a person on behalf of the Tenant has made a [declaration of no security of tenure in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that he/she or a person on behalf of the Tenant who made the declaration on the Tenant's behalf is not a tenant of the premises in the form set out in schedule 1 to the Regulatory (Miscellaneous Provisions and Ancillaries) (England and Wales) Order 2003.
- 9.4 The Landlord agrees that he/she will not claim any right of security of tenure pursuant to section 38A (1) of the Landlord and Tenant Act 1954 in relation to sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.



## 10. [Guarantor's Covenants]

### 10.1 The Guarantor:

10.1.1 Guarantor covenants that the Tenant will comply with all the obligations of the Lease. If the Tenant defaults, the Guarantor shall indemnify the Landlord and comply with those obligations;

10.1.2 Guarantor covenants as 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 breach of the Lease or comply with the Tenant's obligations under any supplemental documents to this Lease);

10.1.3 Guarantor covenants as primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the Lease or voluntarily proposing or 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, do either:

10.2.1 pay the Landlord (including payment of the Landlord's costs) all sums due under the Lease of the Premises:

a) for a period of time having effect on the date of the disclaimer or for the Tenant being struck off the register;

b) ending on the date this Lease would have ended if the disclaimer or striking-off had not happened;

c) at the rate of the rents payable;

d) continuing on the term commencement date of the next Rent Review under this Lease that falls before the next Rent Review Date that has not been reviewed as at the date of the disclaimer or striking-off;

e) continuing on each Rent Review Date under this Lease from the term commencement date of the next Rent Review Date;

f) otherwise as may be agreed in writing and conditions as this Lease; or

10.2.2 pay the Landlord the rents, any outgoings and all other sums due under the Lease or the amount equivalent to the total of the rents, any outgoings and all other sums due under this Lease that



- would be forfeited of 6 months following the disclaimer,
- 10.3 If clause 10.2.2 of the payment in full, the Landlord must release the Tenant's obligations under this clause 10 (but that will not affect the Tenant's obligations in relation to any prior breaches).
- 10.4 The Guarantor's obligations are terminated or discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement of the obligations of the Tenant or the Guarantor;
- 10.4.2 any variation or surrender of the Lease (not that a surrender of part will end the obligations of the surrendered part);
- 10.4.3 any right of the Landlord to claim that the Tenant or the Guarantor may have committed a breach of the Lease;
- 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 other person who is liable, or of any other person who is liable;
- 10.4.5 any amalgamation or restructuring or any other person;
- 10.4.6 the existence of a relation to the Guarantor of an Act of Insolvency;
- 10.4.7 anything done by the Landlord by deed.
- 10.5 The Guarantor's obligations in the event of competition with the Landlord in the event of insolvency of the Tenant or the Guarantor shall not take any security, indemnity or other benefit of the Tenant's obligations under this Lease.
- 10.6 Nothing in this clause shall create any liability on the Guarantor that exceeds the liability of the Tenant as if it were the tenant of this Lease.]

## 11. Service Charge

- 11.1 As soon as practicable after the Accounting Date the Landlord will prepare an account showing the Service Cost for that Financial Year and containing a fair summary of the Service Cost and send a copy of the account to the Tenant.
- 11.2 The account prepared pursuant to clause 11.1 will when certified by the [Landlord] [Landlord's Surveyor] be conclusive evidence of all matters of fact relating to the Service Cost.
- 11.3 For each Financial Year the Landlord shall provide the Tenant with an estimate of the Service Cost for the Financial Year and as soon as practicable after the start of the Financial Year provide the Tenant with appropriate explanatory commentary.



and an account of the Service Costs be

showing the allocation of the Service Building; and

11.3.2 the Tenant shall pay the Service Charge by equal payments in advance on each of the

Term to the first Accounting Date the

11.4 For the period from the first Accounting Date to the first Rent Day the Tenant will pay the Service Charge (being a proportion of the Service Costs) from and including the first day of the Term to and including the first day of the next Rent Day) to be paid on the date of this Lease and the first Rent Days for the

Term to the first Accounting Date the Service Charge, the first payment from and including the first day of the Term to and including the first day of the next Rent Day) to be paid on the date of this Lease and the first Rent Days for the Accounting Date.

11.5 If the Service Charge for a Financial Year:

is:

11.5.1 exceeds the Service Costs for the Land

Financial Year, the excess is due to the Tenant

11.5.2 is less than the Service Costs for the Financial Year, the overpayment will be credited to the Tenant's account

that Financial Year, the overpayment shall be credited to the Tenant's account against the next quarterly payment on the next Accounting Date.

11.6 If the Landlord has incurred or is to incur expenditure or liability in respect of the Services for a Financial Year, the Landlord may include the sum of such expenditure or liability in an account for a subsequent Financial Year.

account for a Financial Year a sum of such expenditure or liability in an account for a subsequent Financial Year, the Landlord may include the sum of such expenditure or liability in an account for a subsequent Financial Year.

11.7 If the total proportion of the Services changes materially, the percentage referred to in the definition of 'Service Charge' in Clause 11.8 will be varied in accordance with the change.

the benefit of any of the Services changes materially, the percentage referred to in the definition of 'Service Charge' in Clause 11.8 will be varied in accordance with the change.

11.8 The change referred to in Clause 11.7 will be by agreement between the Landlord and the Tenant or, if they cannot agree, by a variation reflecting the change (as determined by the Surveyor (acting as an expert)).

it will be by agreement between the Landlord and the Tenant or, if they cannot agree, by a variation reflecting the change (as determined by the Surveyor (acting as an expert)).

## 12. Applicable Law and Jurisdiction

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

obligations arising out of or in connection with this Lease will be governed by the law of England and Wales.

12.2 Subject to clause 12.3, any dispute arising out of or in connection with this Lease or the obligations arising out of or in connection with it will be referred to the arbitration of the courts of England and Wales.

as in this Lease requiring a dispute to be referred to the arbitration of the courts of England and Wales, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Lease or the obligations arising out of or in connection with it in relation to any non-contractual obligations.

12.3 Any party may apply to the courts of England and Wales for an order that the dispute should be referred to the arbitration of the courts of England and Wales, including in relation to any non-contractual obligations.

of the courts of England and Wales for an order that the dispute should be referred to the arbitration of the courts of England and Wales, including in relation to any non-contractual obligations.

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

executed and dated on the day on which it has been

[Execution clauses for landlord and tenant]



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

Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

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

**OR (alternative company execution)**

Executed as a deed by  
<<Landlord'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 a company)**

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

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

[Execution clauses for tenant:]

<<Affix seal here>>

\_\_\_\_\_  
Signature:

Director

\_\_\_\_\_  
Signature:

[Director][Secretary]

\_\_\_\_\_  
Signature:

Director



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

<<Affix seal here>>

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

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

\_\_\_\_\_  
signature:

\_\_\_\_\_  
Director

\_\_\_\_\_  
signature:

\_\_\_\_\_  
[Director][Secretary]

**OR (alternative company execution)**

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

\_\_\_\_\_  
signature:

\_\_\_\_\_  
Director

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



[Execution clauses for guarantors]

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

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

**OR (alternative company execution)**

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

**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>>  
in the presence of

Signature of witness \_\_\_\_\_

Name (in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

S

A

M

P

L

E

<<affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director



S  
A  
M  
P  
L  
E



## First Schedule 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 the Building.
3. The right in common with other Tenants of the Building:
  - a) use such of the Common Parts as may be necessary to obtain access to and egress from the Premises;
  - b) use such of the means of access and water closets in the Common Parts as may from time to time be provided by the Landlord for the use of the Tenant (whether or not such means are provided for the use of the Tenant);
  - c) use for the purpose of access on foot only to and egress from the Building, the footpaths, passages and emergency escapes within the Landlord's Neighbouring Property as edged green on the plan attached to this Lease];
  - d) use for the purpose of access to and egress from the Building with or without vehicles (whether or not such means are provided for the use of the Tenant) [which are shown edged green on the plan attached to this Lease];
  - e) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over the Landlord's Neighbouring Property by virtue of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* or otherwise.]



## Second Schedule to the Lease of Shop Premises to the Landlord

1. The right to the passage of, and the supply of, foul and surface water drainage, electricity, oil, telecommunications, internet, data communications and services from and to the remainder of the Building and any adjoining premises through the Conduits at the Premises.
2. The right to enter the Premises for the purpose of:
  - a) review or measure the performance of the Premises including to install and to monitor the energy consumption within or relating to the Premises and to prepare an EPC;
  - b) estimate the current value of the Premises for insurance or any other purpose.
3. If the relevant work is to be 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 premises.
4. [Where the Tenant (if the Landlord so consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to enter the Premises if the Landlord is expressly entitled or required to do so under any other reasonable purposes in connection with this Lease and the Landlord must:
  - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Landlord must make that representative as much notice as may be reasonably practicable);
  - b) observe the Tenant's instructions (where that includes being accompanied by the Tenant's representative must make that representative available);
  - c) observe any specific restrictions on the Landlord's entry set out in this Lease;
  - d) cause as little interference with the Tenant's business as reasonably practicable;
  - e) cause as little physical damage to the Premises as reasonably practicable;
  - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
  - g) where entering to carry out any work, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work.



- h) remain upon the Premises so long as it is reasonably necessary; and
- i) where reasonably practicable, the right to use any rights outside the normal business hours of the Premises.
6. In an emergency, or where it is reasonably necessary, the right to close off or restrict access to the Premises so long as (except in an emergency) alternative facilities are available which are not materially less convenient.
7. The right to change, extend or alter the extent of any Common Parts or Conduits so long as:
- a) alternative facilities are available which are not materially less convenient; or
- b) if no alternative is available, the enjoyment of the Premises is not materially adversely affected.
8. The right from time to time to use any Common Parts for particular purposes including as service roads and footpaths and from time to time to reduce the width of the Common Parts, so long as the remaining areas are reasonably adequate for the purposes.
9. The right to carry out works on any adjoining premises (whether or not the Landlord has the absolute discretion to do so) as the Landlord in its absolute discretion sees fit, 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:
- a) giving the Tenant due notice of the works to be carried out;
- b) consulting with the Tenant in relation to the works to be carried out to avoid or minimise potential interference;
- c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
- d) taking into consideration the nature and extent of construction and workmanship;
- e) taking reasonable steps to avoid or minimise interference to the Premises by noise, dust and vibration (including by considering the Tenant's suggestions for limiting any interference);
- f) making good any physical damage to the Premises or its contents.
10. The right, where necessary, to place scaffolding and other equipment onto the Premises and to place or erect or use or remove or of or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- a) any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises or its contents made good;
- b) the scaffolding caused to be erected or used or removed as is reasonably practicable to the Premises or its contents;
- c) the scaffolding does not obstruct or interfere with the flow of light and safety notices (including by displaying on it (except for any health and safety notices) any other tenant whose premises are adjacent to the Premises) unless the Tenant has consented.



to its display; and

d) if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to 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.

11. The right to use the Land for any purpose whatsoever and without imposing upon or conditions similar to those imposed on the Tenant.

12. The right to support the remainder of the Building from the Premises.

13. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired by the Tenant).

Property for any purpose whatsoever and without imposing upon or conditions similar to those imposed on the Tenant.

remainder of the Building from the Premises.

now exist or that might (but for this reservation) be acquired by the Tenant).



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## ations

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 under paragraph 1 in writing accompanied by all information required to satisfy the Landlord to the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.
3. When requested by the Landlord to produce 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 Premises or remain in any service area within the Landlord's Neighbouring Property for longer 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 against the Premises nor shall anything be thrown out of the window or door of the Premises.
7. Not to place harmful, toxic or offensive material 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 part of the Landlord's Neighbouring Property with goods 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 on any part of the Building (other than within the Premises) any goods or materials.



#### Fourth

#### Law Provisions

1. The Annual Rent shall be payable from that Review Date immediately prior to the Relevant Review Date.
2. The Landlord and the Tenant shall determine the amount of the Open Market Rent before each Review Date but if (for the purposes of this Schedule) the Open Market Rent shall not have been unconditionally agreed by either the Landlord or the Tenant (whether before or after the Relevant Review Date) by the Relevant Review Date, then the determination of the Open Market Rent shall be referred to an Independent Expert provided that if the Landlord and the Tenant so agree the determination of the Open Market Rent will instead be referred to an Independent Expert.
3. The Independent Expert must:
  - 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 proportion as the Independent Expert shall determine or in the event that no determination is made by the Independent Expert, the Landlord and the Tenant.
5. If the Open Market Rent has been 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 determined at the yearly rate payable for the Relevant Review Date;
  - 5.2 if the amount actually payable from such Relevant Review Date is less than the amount actually payable from 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 interest basis at the rate of Barclays Bank plc and the difference shall become payable to the date of demand and shall be treated as rent in arrear.
6. When the Open Market Rent has been determined, the Landlord and the Tenant shall sign a memorandum (in duplicate) of the yearly amount of the Annual Rent payable from the Relevant Review Date and the determination of the Open Market Rent by the Landlord and the Tenant respectively.
7. Time is not of the essence of compliance with any steps under this Schedule.