

SAMPLE

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

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<p>Where there is a letting of part of the premises, a plan must be attached to the lease and any floor levels must be specified.</p>	<p>1)</p>
<p>LR5. Prescribed statements etc</p> <p>If this lease includes a statement in LR5.1, insert under that sub-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Landlord and Tenant Rules 2003.</p> <p>This lease is made under, or by virtue of, provisions of:</p> <p>Leasehold Reform Act 1967</p> <p>Leasehold Reform Act 1985</p> <p>Leasehold Reform Act 1988</p> <p>Leasehold Reform Act 1996</p>
<p>LR6. Term for which the Property is let</p> <p>Include only the appropriate statement (or statements completed) from the three options below.</p> <p>NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant Registration Rules 2003.</p>	<p>including commencement date>></p> <p>including expiry date>></p> <p>as specified in this lease at clause/paragraph << >></p> <p>as follows: term>></p>
<p>LR7. Premium</p> <p>Specify the total premium, including VAT where payable.</p>	<p>premium or "none">></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the words of the provision.</p>	<p>contains a provision that prohibits or restricts dispositions.</p>

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LR9. Rights of acquisition

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

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

None

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

None

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

None

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

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

None

LR11. Easements

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

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

Schedule 1

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

Schedule 2

LR12. Estate rent charged on the Property

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

None

LR13. Application for restriction

Set out the full text of the restriction and the title entered. If you wish to use the standard form of restriction

N/A

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

1. Definitions and Interpretation

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

<p>‘Act of Insolvency’</p>	<p>means:</p> <ul style="list-style-type: none">(a) the filing of a petition for the winding-up of the Tenant or any guarantor;(b) the making of an administration order in relation to the Tenant or any guarantor;(c) the filing of a petition for the appointment of an administrator, or the filing of prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;(d) the receiver or manager or an administrative receiver taking possession of the property or income of the Tenant or any guarantor;(e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor except a winding-up for the purpose of reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;(f) the making of a winding-up order or a winding-up order in relation to the Tenant or any guarantor;
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	<p>of the Tenant or any guarantor from the Register of the making of an application for the Tenant or any struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.</p> <p>These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>These provisions shall include any analogous proceedings or events that may arise under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
‘Annual Rent’	<p><<annual rent>> per year exclusive of VAT;</p>
‘Building’	<p>the building known as <<address of building>> with title number <<title number>> including all additions and alterations;</p>
‘Common Parts’	<p>entrances, stairways, lift shafts, footpaths, yards, halls, passageways, fire escapes, landings [which are shown edged yellow on the plan of the Building] and any other areas in the Building which are common by the tenants and occupiers of the Building, and are used by them;</p>
‘Conduits’	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data and similar supplies or utilities;</p>
‘Energy Performance Certificate’	<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>
‘Environmental Performance’	<p>the following:</p> <ul style="list-style-type: none"> the consumption of energy and associated generation of greenhouse gas emissions; the consumption of water; the maintenance and management; and the overall environmental impact arising from the use or operation of the Building;

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‘Insurance Rent’	<p>the Landlord of:</p> <p>premises insured in accordance with the Landlord’s Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>costs of the Premises for insurance purposes from any excess or deductible under any insurance policy and incurs or will incur in reinstating the Premises after destruction or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following destruction by an Insured Risk to the Premises because of neglect or failure to act; and</p> <p>any increased premiums that the insurers may require in connection with carrying out or retention of any permitted use of the Premises by the Tenant’s or any lawful occupier’s use of the Premises.</p>
‘Insured Risks’	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, impact by any articles dropped from them, impact by vehicles, vibration, commotion and malicious damage to the extent, in respect of which cover is generally available on normal commercial terms in the insurance market at the time the insurance is taken out, and against which the Landlord reasonably insures from time to time, subject to any excesses, limitations and exclusions in the relevant insurance policies;</p>
‘Interest’	<p>the rate of <<rate of interest on outstanding payments of the Rent per year above the base rate for the time being of effect or (if base rate or that bank ceases to exist) a reference rate notified by the Landlord to the Tenant;</p>
‘Landlord’	<p>the person entitled to the immediate reversion to this Lease;</p>
‘Landlord’s Neighbouring Property’	<p>buildings owned by the Landlord near to the Premises;</p>
‘Letting Unit’	<p>any office suite or other unit of accommodation in the Premises or in any accommodation provided for a porter or caretaker or otherwise exclusively occupied (or intended for exclusive occupation) otherwise than solely in connection with the business of the Landlord.</p>

	the management of the Building;	or the provision of services to the
‘Permitted Use’	[ENGLAND AND WALES] [ENGLAND AND WALES] and Councils (Use Classes) Order 1987] OR [WALES] [WALES] and Councils (Use Classes) Order 1987];	within use class E(g)(i) of the Town and Country Planning (Use Classes) Order 1987] within use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];
‘Premises’	means the Premises comprised in the Lease including: (a) the interior surface finishes and internal plasterwork and all other surface finishes and internal plasterwork surrounding the Premises and all other surface finishes and internal plasterwork surrounding the Premises and all other surface finishes and internal plasterwork surrounding the Premises; (b) every window including the glass, the frames and fastenings; (c) the interior partitions and partitions lying within the Premises; (d) the ceiling or other surface finishes of the Premises and the joists or other structures to which the ceiling or other surface finishes are fixed including for the avoidance of doubt the ceiling tiles and the joists or other structures to which the ceiling tiles and the joists or other structures are fixed; (e) the floor surface finishes and the joists or other structures to which the floors are fixed; (f) any balcony or other structure forming part of the Premises including the guard rails of the balcony or other structure; (g) all Contents of the Premises; (h) all gas, water and sanitary apparatus belonging to the Premises and all other fixtures and fittings belonging to the Premises (other than tenant's fixtures and fittings) not excluded by the Lease; (a) any part of the Building above the Premises including the ceiling, the joists or other structures to which the ceiling, the joists or other structures are fixed including the floor slab the roof slab of the balcony (if any); (b) any other part of the Building including the columns, the walls, the staircases and other load bearing parts of the Building and those surface finishes and coverings forming part of the Building expressly included above; (c) any Contents of the Building which do not serve the Premises	paragraph LR4 at the beginning of this Lease; the interior surface finishes and internal plasterwork surrounding the Premises and all other surface finishes and internal plasterwork surrounding the Premises and all other surface finishes and internal plasterwork surrounding the Premises; windows including the glass, the frames and fastenings; partitions lying within the Premises; ceiling or other surface finishes of the Premises and the joists or other structures to which the ceiling or other surface finishes are fixed including for the avoidance of doubt the ceiling tiles and the joists or other structures to which the ceiling tiles and the joists or other structures are fixed; floors down to the upper surfaces of the floors to which the floors are fixed; premises including the guard rails of the balcony or other structure; premises exclusively; and water and sanitary apparatus belonging to the Premises and all other fixtures and fittings belonging to the Premises (other than tenant's fixtures and fittings) not excluded by the Lease; than any matters expressly included above the Premises including the ceiling, the joists or other structures to which the ceiling, the joists or other structures are fixed including the floor slab the roof slab of the balcony (if any); joists and other load bearing parts of the Building and those surface finishes and coverings forming part of the Building expressly included above; which do not serve the Premises
‘Rent’	means all the Rent payable by this Lease;	
‘Rent Commencement’	means <<the date on which the Rent is to be paid>>;	

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'Date'	
'Rent Days'	24 June, 29 September and 25 December] in each
'Retained Property'	<p>the Building which are not Letting Units including (but</p> <p>arts;</p> <p>or serving the Building except any that exclusively</p> <p>dual Letting Unit;</p> <p>the structure, walls, foundations and roofs which are</p> <p>Premises and would not be included in the other</p> <p>the Building if they were let on the same basis as the</p>
'Service Charge'	<p>rtion (calculated on a floor area basis or any other</p> <p>d decides from time to time)] OR [<<proportion of</p> <p>ant must pay>>%] of the expenses or costs incurred</p> <p>complying with its covenant in Clause 4.3 and in</p> <p>ces the Landlord reasonably considers necessary in</p> <p>estate management;</p>
'Surveyor'	r or architect from time to time appointed by the
'Tenant'	in title and assigns;
'Term'	pecified in paragraph LR6 at the beginning of this
'Title Matters'	(if any) set out in the following documents: <<insert ecting the landlord's title to the Premises>>;
'VAT'	onstituted by the Value Added Tax Act 1994 (and xpressly stated references to rent or other monies nt are exclusive of any VAT charged or chargeable).

- 1.2 Unless requires, each reference in this Agreement to:
 - 1.2.1 includes fax but not email;
 - 1.2.2 erence to any day other than a Saturday, Sunday
day in England and Wales;
 - 1.2.3 on of a statute is a reference to that statute or
or re-enacted at the relevant time;
 - 1.2.4 reference to this Agreement and each of the
d or supplemented at the relevant time;

- 1.2.5 ...ule to this Agreement; and
- 1.2.6 ...s a reference to a clause of this Agreement (other
... a paragraph of the relevant Schedule.
- 1.3 In this
- 1.3.1 ... person includes a natural person, corporate or
... whether or not having separate legal personality);
- 1.3.2 ...ngular number include the plural and vice versa;
- 1.3.3 ...ender include any other gender;
- 1.3.4 ... of the Term include any sooner determination of
... an by effluxion of time;
- 1.3.5 ... Tenant not to do an act or thing includes an
... t or suffer such act or thing to be done;
- 1.3.6 ... neglect or default of the Tenant include the act,
... ny occupier of the Premises and their respective
- 1.3.7 ... to not form part of this Lease and are not to be
... s construction or interpretation; and
- 1.3.8 ... lease include any document supplemental or
... ed into pursuant to its terms.
- 1.4 The ... ent are for convenience only and shall not affect
its int
2. **Demise and**
- 2.1 The ... mises to the Tenant for the Term together with
(inso ... grant the same) the rights set out in the First
Sche ... reserving for the benefit of the Landlord's
Neigh ... the Retained Property the rights set out in the
Seco ... t to the Title Matters.
- 2.2 The ...
- 2.2.1 ... equal payments in advance by bankers' standing
... it if the Landlord so requires) on the Rent Days,
... e made on the date of this Lease for the period
... t Commencement Date and ending on the day
... ay;
- 2.2.2 ... o time the Insurance Rent;
- 2.2.3 ... o time the Service Charge;
- 2.2.4 ... om the Tenant to the Landlord under this Lease;
- 2.2.5 ... er this Lease.
3. **Tenant's Co**
- 3.1 The ... e Landlord:
- 3.1.1 ... times and in the manner stated without any legal
... set-off or counterclaim unless required by law.
- 3.1.2 ... this Lease is unpaid for more than <<maximum
... allowed to be in arrears e.g. 7 days>> (whether

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(not), or if the Landlord refuses to accept rent so much of covenant, the Tenant must on demand pay (as rent in arrears) calculated on a daily basis on refused from the due date until the date on which

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

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(VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

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

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

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

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

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

3.1.9 the Premises which are not built upon clean and sound construction.

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

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

remove the Tenant's possessions from the Premises; and

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

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

may as the agent of the Tenant sell the

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

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

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

or its agents or Surveyor gives to the Tenant (or the Premises) notice of any repairs or maintenance which has failed to carry out or of any other failure by the Tenant to comply with its obligations under this Lease, to remedy such failure in accordance with a period of two months from the date of the notice (if required); and

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

is entitled to exercise any right to enter the Premises to inspect, measure, test, photograph, film, or otherwise inspect the Premises at any reasonable time (whether or not during the Term), and, except in the case of an emergency after giving reasonable notice (which need not be in writing) to the Tenant

shall, on demand on an indemnity basis all costs, expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which would be payable by the Landlord) in connection with or in

of the tenant covenants of this Lease;

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

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

works to the Premises to improve their condition or performance where the Tenant in its absolute discretion has consented to the Landlord doing so;] and

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and service of a schedule of dilapidations served
x months after the end of the Term.

Premises for any illegal or immoral purpose;

the Premises as sleeping accommodation or for
poses;

carry on at the Premises any offensive, noisy or
, trade, business, manufacture, occupation or

premises only for the Permitted Use [and only
hours of 8AM and 6PM Mondays to Fridays (and not
days or public holidays)].

ons:

Premises with any adjoining premises;

y external or structural alterations to the Premises;

ny alteration to the Premises which would, or may
expected to, have an adverse effect on the asset
Energy Performance Certificate commissioned in
Premises or the Building;] and

mitted in clause 3.1.17 below,] not to make any
ns or alterations of a non-structural nature to the
out the Landlord's prior written consent (such
be unreasonably withheld or delayed).

hout consent from the Landlord erect, alter or
e-mountable partitioning which does not affect the
g or adversely affect the mechanical ventilation or
e Building or have an adverse impact on the
hance of the Premises or the Building and which
enant's fixture subject to the Tenant:

landlord not less than <<notice period given to
y work being carried out e.g. 2 months>> notice in
ention to carry out any such works;

ch works in a good and workmanlike manner and
with any necessary permission, consent or
ed under statute;

Premises to their former state and condition on or
of the Term if the Landlord by notice in writing
enant to do so; and

landlord of the cost of any alterations or additions
ne Tenant (except any which are trade or tenant's
ngs) as soon as practicable and so that the
ot be liable for any failure to effect any necessary
amount for which the Premises are insured unless
provided that information.]

the Construction (Design and Management)
ply to any works carried out to the Premises
andlord's consent is required for them under this

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the Regulations and to provide the Landlord with a health and safety file upon completion of the

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

Obligations in respect of the Premises:

comply with all laws relating to the Premises or to the Tenant's occupation of the Premises;

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

obtain any planning permission in relation to the Premises or any other written consent of the Landlord;

comply with any planning permissions relating to or affecting the Premises;

comply with the Construction (Design and Management) Regulations 2015 and before commencing any works to make a structural alteration to the Premises under Regulation 4(8) to the effect that the Tenant is the only client for the purposes of the Regulations, to provide the Landlord a copy of the election and to fulfil the obligations of the client;

ensure the Premises are equipped with all fire prevention detection and alarm equipment which is required by law or by the insurers or is or is reasonably required by the Landlord and to maintain such equipment and allow the Landlord to inspect it from time to time;

notify the Landlord promptly of any defect or disrepair in the Premises which may make the Landlord liable under any law or regulation; and

obtain the prior written consent of the Landlord to apply for a Performance Certificate in respect of the Premises.

consent to any rights or easements to be acquired over the Premises. Any such rights or easements may result in the acquisition of a right or easement:

the Tenant must notify the Landlord; and

the Tenant must help the Landlord in any way that the Landlord may reasonably require in connection with the event that acquisition so long as the Landlord bears the Tenant's costs and it is not adverse to the Tenant's interests to do so.

on:

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Premises on trust for another;

another to occupy the whole or any part of the

on or share the possession or occupation of the
part of the Premises;

or underlet the whole or any part of the Premises;

part only of the Premises; and

the Premises as a whole without the prior written
Landlord, provided that the Landlord may as a
giving consent require compliance with the
clause 3.1.23.

3.1.2 The Landlord may impose in relation to an assignment of
the Premises the following conditions, which shall be in addition to any other conditions which may be imposed by the Landlord:

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

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

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

The assignee is of standing acceptable to the Landlord acting
as guarantor into a guarantee and indemnity of the Tenant's
obligations under this Lease in such form as the Landlord may
require;

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

The assignee pays no arrears of the Annual Rent or any other
sums due under this Lease and that any material
breach of covenant by the Tenant has been remedied.

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

3.1.2 The Landlord shall have the right to:

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

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

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

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

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

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

4. Landlord's

4.1 The Landlord shall warrant to the Tenant:

4.1.1 that the Tenant is not paying the rents and other sums due and that the Tenant is not in breach of its obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord or any person permitted by the Lease.

4.1.2 to insure (other than any plate glass in the Building) against the Insured Risks for the full reinstatement cost including fees and incidental expenses, debris removal, site clearance and any applicable VAT, provided that the obligation to insure shall not apply if the risk is not being available in the London insurance market on terms acceptable to the Landlord; and

4.1.3 to ensure that the Tenant is not aware of any exclusions or limitations as the insurers may apply to the policy.

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

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

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

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

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- 4.2 If, following the destruction of the Premises, the Landlord considers it not practicable to reinstate the Premises, the Landlord may give written notice to the Tenant. On giving notice this Lease shall terminate without prejudice to any right or remedy of the Landlord in respect of each of the tenant covenants of this Lease. Any claim for compensation (other than any insurance for plate glass) shall belong to the Tenant.
- 4.3 The Tenant shall maintain and decorate the Retained Property to a standard that is reasonable for the purposes appropriate.
5. **Provisos and Conditions**
- 5.1 The provisions of this Lease shall be subject to the following conditions:
- 5.1.1 The Tenant shall not be entitled to a discount of the rent if the length of time rent is allowed to be in arrears e.g. 3 months, before becoming due (whether formally demanded or not).
- 5.1.2 The Tenant shall not be entitled to a discount of the rent if the Tenant is in breach of this Lease; or
- 5.1.3 The Tenant shall not be entitled to a discount of the rent if the Tenant is in breach of the covenants of this Lease.
- 5.2 If the Premises (or any part of them) are destroyed or damaged by fire or any Insured Risk so as to be unfit for occupation or use by the Tenant, the insurance is not vitiated or payment of the insurance shall not be wholly or in part through any act, neglect or default of the Tenant, then a fair proportion of it will cease to be payable for the period of three years or until the reconstruction or use by the Tenant, whichever is the shorter.
- 5.3 Nothing in this Lease shall give the Tenant the right to enforce, or to prevent the enforcement of, any benefit of any covenants, rights or conditions to which the Premises are subject.
- 5.4 The provisions of this Lease shall not be enforceable by or against any person who is not a party to this Lease has no right to enforce the provisions of this Lease under the Contracts (Rights of Third Parties) Act 1999 to enforce the provisions of this Lease.
- 5.5 The provisions of this Lease shall not constitute or shall not be taken to constitute a warranty that the Premises may lawfully be used for any purpose other than that specified in this Lease.
- 5.6 The Tenant shall not be entitled to rely on any representation made by or on behalf of the Landlord.
6. **Notices**
- 6.1 Any notice in connection with this Lease must be in writing and must be sent by post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address if the recipient has specified as its address for service in writing. The notice shall be deemed to have been given on the 'working days' notice under this clause 6.
- 6.2 A notice shall be deemed to have been given if it is delivered to the recipient at its registered office;

- 6.2.2 or incorporated in a country outside the United Kingdom, shall be deemed to have been served at the address for service in the United Kingdom set out in the deed or document to which they are a party, if that address has been given at their last known address in the United Kingdom;
- 6.2.3 shall be deemed to have been served:
- 6.2.3.1 on the Landlord, at any postal address in the United Kingdom from time to time for the registered proprietor or for the registered proprietor set out in paragraph LR2.1 at the beginning of the Lease, if no such address is given, at its last known address in the United Kingdom;
- 6.2.3.2 on the Tenant, at the Premises;
- 6.2.3.3 on a guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and
- 6.2.3.4 on any other party, at their last known address in the United Kingdom.
- 6.3 Any notice served as required by this clause shall be deemed to have been served as served on the second working day after the date of posting by prepaid first class post or special delivery or at the recipient's address or left at the recipient's address if delivered to or left at the recipient's address.
- 6.4 If a notice is served on a day that is not a working day or after 5:00PM on a working day, it shall be deemed to have been served as served at 9:00AM on the immediately following working day.
- 6.5 Service by email is not a valid form of service under this Lease.
7. **[Termination]**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 7.2 If the Landlord terminates the Lease pursuant to Clause 7, this will not affect the rights of any party arising from the Lease or any obligation in this Lease.
- 7.3 The Landlord shall retain the right to demand from the Tenant all payments of Rent that relate to a period of the Lease prior to the termination of this Lease.]
8. **[Termination]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 8.2 This clause shall not apply to the termination of the Lease following a notice given by the Tenant if the Tenant gives notice of termination to the Landlord and pays the Rent due up to the date of determination and gives possession of the Premises to the Landlord and leaves behind no continuing underleases.
- 8.3 [The termination of the Lease pursuant to Clause 8 is personal to the Tenant named in paragraph LR3 and shall not be assignable. The Lease shall end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist.]
- 8.4 If the Landlord terminates the Lease pursuant to Clause 8, this will not affect the rights of any party arising from the Lease or any obligation in this Lease.
- 8.5 The Landlord shall retain the right to demand from the Tenant all payments of Rent that relate to a period of the Lease prior to the termination of this Lease.]

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10.2. ... cost (including payment of the Landlord's costs) of the Premises:

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...ing and taking effect on the date of the disclaimer of this Lease or the Tenant being struck off the Companies and ending on the date when this Lease ended if the disclaimer, forfeiture or striking-off had

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...ent and other sums payable at the date of the disclaimer or which would be payable save for any

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

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

...e same terms and conditions as this Lease; or

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

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10.3 If clause 10.2. Guarantor must pay the Landlord's costs (on a full indemnity) in respect of the grant of the lease.

10.4 If clause 10.2. release of the Guarantor on receipt of the payment in full, the Landlord must release its future obligations under this clause 11 (but that without prejudice to any rights in relation to any prior breaches).

10.5 The Obligations shall not be reduced or discharged by:

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

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

c) ...ndlord to accept any rent or other payment due

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

e) ... counterclaim that the Tenant or the Guarantor may

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

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

h) any interference in relation to the Guarantor of an Act of

i) any release by the Landlord by deed.

10.6 The Guarantor shall not be in competition with the Landlord in the insolvency of the Tenant and shall not take any security, indemnity or guarantee from the Tenant in respect of the Tenant's obligations under this Lease.

10.7 The Guarantor shall be released from its future obligations under this Lease at the end of the term of this Lease.

a) this Lease expires;

b) the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or

c) the Landlord releases the Guarantor in accordance with clause

11. Applicable Law

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

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

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

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

secretary] [two directors]

Signature:

[Director][Secretary]

OR (alternative completion)

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 by an individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS)

Address

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

Executed as a deed by
<<Tenant's Name>>

Signature:

acting by [a director
secretary] [two dire

Signature:

Director

[Director][Secretary]

OR (alternative co (e)

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address _____

OR (execution clat (individual)

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

Signature:

Signature of witness

Name (in BLOCK C

Address _____

[Execution clauses

Executed as a deed
the common seal of
<<Guarantor's Nam
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative co (e)

Executed as a deed

Signature:

<<Guarantor's Name
acting by [a director
secretary] [two dire

Signature:

Director

[Director][Secretary]

OR (alternative co

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

Signature:

Director

Signature of witness

Name (in BLOCK C

Address

OR (execution clat

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

Signature:

Signature of witness

Name (in BLOCK C

Address

Rights Granted to the Tenant

1. The right to ... mains for the ... air, foul and surface water drainage, electricity, ... ations, internet, data communications and similar ... emises.
2. The right to ... e Premises from the Building.
3. The right in ... rd and all others authorised by the Landlord and
with other Te ... t
- a) use s ... s as are necessary to obtain access to and egress
from ...
- b) use f ... maining access on foot only to and egress from the
Build ... urtyards and emergency escapes within the
Land ... erty [which are shown edged green on the plan
attach ...]
- c) use f ... maining access to and egress from the Building with
or wit ... roads within the Landlord's Neighbouring Property
[whic ... on the plan attached to this Lease];
- d) <<ins ... ghts to be granted to the Tenant>>.]
4. [Except as m ... ant of this Lease does not include any right over
neighbouring ... 2 of the Law of Property Act 1925 and the rule in
Wheeldon v ... this Lease.

Rights Reserved to the Landlord

1. The right to the Premises, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and the supply of water, gas, electricity, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and the remainder of the Building and any adjoining or neighbouring premises, and any conduits at the Premises.
2. The right to:
 - a) review the Environmental Performance of the Premises including to install or replace equipment within or relating to the Premises and to prevent or reduce the risk of environmental damage;
 - b) estimate the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are reasonably necessary, the right to enter the Premises and carry out the works, and to do so, may be lawfully carried out without entry onto the Premises, and:
 - a) build or alter any structure or part of a structure or any party walls on or adjacent to the Premises; and
 - b) inspect, repair, replace, rebuild or carry out other works upon any structure or part of a structure or any party walls on or adjacent to the Premises, at the Landlord's expense.
1. [Where the Tenant consents (in its sole discretion) consents, the right to enter the Premises to carry out the works to improve their Environmental Performance.]
2. The right to do anything that the Landlord is expressly entitled or required to do for or any other reasonable purposes in connection with this Lease, and the Landlord must:
 - a) give the Tenant at least 14 working days' prior notice (except in the case of emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy (but where that includes being accompanied by the Tenant, the Landlord must make that representative available);
 - c) observe the Tenant's right to the Landlord's entry set out in this Lease;
 - d) cause as little disruption to the Tenant's business as reasonably practicable;
 - e) cause as little noise and disturbance as reasonably practicable;
 - f) repair any damage caused by the Landlord as soon as reasonably practicable;
 - g) where entering the Premises, obtain the Tenant's approval to the location, time, duration and method of entry, and the material matters relating to the preparation for, and execution of, the works;
 - h) remain on the Premises no longer than is reasonably necessary; and
 - i) where relevant, exercise any rights outside the normal business hours of the Premises.

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3. In an emergency, the Landlord may restrict access to the Premises or restrict access to the Common Parts or restrict access to the Conduits so long as (except in an emergency) alternative arrangements are made which are materially less convenient.

4. The right to restrict access to the Common Parts or restrict access to the Conduits so long as (except in an emergency) alternative arrangements are made which are materially less convenient; or

- a) alternative arrangements are made which are not materially less convenient; or
- b) if no alternative arrangements are made, the use and enjoyment of the Premises is not materially less convenient.

5. The right from time to time to designate areas within the Common Parts for particular purposes including car parks, service roads and footpaths and from time to time to designate areas, so long as the remaining areas are reasonably convenient for the purposes.

6. The right to carry out any construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord in its absolute discretion may think fit, provided that these works do not interfere with the flow of light and air to the Premises and provided that the Landlord is to underpin and shore up the Premises in connection with those works to underpin and shore up the Premises:

- a) giving notice of the works to be carried out;
- b) consulting the Tenant as to the management of potential interference;
- c) taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
- d) taking steps to ensure that the works are carried out in accordance with the highest standards of construction and workmanship;
- e) taking steps to reduce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions for limiting such interference;
- f) making good any damage to the Premises or its contents.

7. The right, with the consent of the Landlord, to place scaffolding on the Premises in connection with the works provided that:

- a) any scaffolding is removed as soon as reasonably practicable, with any damage to the Premises made good;
- b) the scaffolding is erected and maintained as is reasonably practicable to the minimum obstruction as is reasonably practicable to the Tenant;
- c) the scaffolding is not used for advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has given its consent;
- d) if the scaffolding obstructs or interferes with the Tenant's sign, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.

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8. The right to use the Premises for any purpose whatsoever and without imposing on or neighbouring premises any restrictions or conditions save as may be imposed upon the Tenant.
9. The right to separate the Premises from the remainder of the Building from the Premises.
10. All rights of the Tenant in the Premises that now exist or that might (but for this reservation) exist in the future.

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Rule – Regulations

1. Not without the written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations or improvements to the Premises under paragraph 1 in writing accompanied by all the necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements.
3. When requested by the Landlord to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
5. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain overnight.
6. No mat, brush, or rubbish is to be thrown out of the Premises.
7. Not to place or deposit any refuse or waste outside the Premises except in the bins provided by the Local Authority.
8. Not to overload the Premises with goods or materials or any machinery or equipment at any time when the Premises are being used for the purpose of serving the Premises.
9. No blind shopfront or other external display is to be erected without the previous written approval of the Landlord in the form and type.
10. Not to place or deposit any goods or materials or any machinery or equipment otherwise in the Building (other than within the Premises) at any time when the Premises are being used for the purpose of serving the Premises.

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