

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, see the Landlord and Tenant (Overseas Entities) Regulations 2015.</i> <i>a) The territory of incorporation of the Landlord</i> <i>b) The overseas company name of the Landlord as registered in the Companies House register</i> <i>c) The overseas company name of the Tenant as registered in the Companies House register</i> <i>Where the entity is not registered in the Companies House register, 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</i> <i>or</i> <i>Refer to the clause, schedule or appendix in this lease in which the property being leased is described</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>>

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

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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 if the lease contains the provision

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

None

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

None

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

None

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

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

None

LR11. Easements

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

None

LR13. Application for planning permission or other restriction

Set out the full text of the restriction and the title of the restriction entered. If you wish to use the standard form of restriction, refer to the relevant paragraph of a schedule

N/A

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apply for each of them
against which title and
the restriction you

Standard forms of re
Schedule 4 to the L
2003.

**LR14. Declaration of
more than one pe
Tenant**

*If the Tenant is one p
the alternative statem*

*If the Tenant is m
complete this clause b
inapplicable alternativ*

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

OR

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

OR

[The Tenant is more than one person. They are to hold the Property on trust <<Complete as necessary>>]

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1. Definitions

1.1 In this
terms

ere the context otherwise requires, the following meanings;

‘Act of Insolvency’

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y step in connection with any voluntary arrangement compromise or arrangement for the benefit of any Tenant or any guarantor;

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

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

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

commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of reconstruction of a solvent company in respect of which a declaration of solvency has been filed with the Registrar of Companies;

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	Registrar of Companies; (f) the making of a petition for a winding-up order in respect of the Tenant or any guarantor; (g) the striking-off of the Tenant from the Register of Companies or the making of an order for a guarantor to be struck-off; (h) the Tenant or any guarantor or guarantor being placed in administration (but excluding any order for the presentation of a petition for a bankruptcy order against the Tenant or any guarantor); The paragraphs above shall apply to a partnership (as defined in the Partnerships Act 1907 respectively to in the Insolvent Partnerships Act 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they relate to the Limited Liability Partnerships Act 2000 (as amended). Act of Insolvency includes any and all proceedings that may be taken pursuant to the legislative provisions of any such relevant jurisdiction;	winding-up order the Register of Companies or the making of an order for a guarantor to be struck-off; (but excluding any order for the presentation of a petition for a bankruptcy order against the Tenant or any guarantor); partnership or limited liability partnership (as defined in the Partnerships Act 1907 respectively to in the Insolvent Partnerships Act 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they relate to the Limited Liability Partnerships Act 2000 (as amended). events that may be taken pursuant to the legislative provisions of any such relevant jurisdiction;
‘Annual Rent’	means £<<annual rent>> per year payable by the Tenant under the Fourth Schedule;	reviewed under
‘Arbitration’	means arbitration under the Arbitration Act 1996 agreed by the Landlord and Tenant or by the President (or the Chief Officer) of the Royal Institution of Chartered Surveyors on the written application of the Landlord or the Tenant;	single arbitrator or arbitrators appointed by the President (or the Chief Officer) for the time being of the Royal Institution of Chartered Surveyors on the written application of the Landlord or the Tenant;
‘Conduits’	means any media for the transmission of heat, cold, water drainage, electricity, oil, telecommunications, gas, internet, data communications and other services;	subsoil and surface water drainage, electricity, oil, telecommunications, gas, internet, data communications and other services;
‘Energy Performance Certificate’	has the meaning given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;	Energy Performance of Buildings Regulations 2012;
‘Environmental Performance’	means all or any of the following: (a) the consumption of energy and greenhouse gas emissions; (b) the consumption of water; (c) waste generation and management; (d) any other environmental impact of the use or operation of the Building;	generation of energy and greenhouse gas emissions; consumption of water; waste generation and management; any other environmental impact of the use or operation of the Building;

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‘Independent Expert’	ent valuer agreed by the Landlord and Tenant or in t nominated by the President (or the Chief Officer or) for the time being of the Royal Institution of s at the written request of the Landlord or the Tenant;
‘Insurance Rent’	the Landlord of: insured in accordance with the Landlord’s s Lease; loss of Annual Rent; public or third party liability; and ons of the Premises for insurance purposes from ny excess or deductible under any insurance policy l incurs or will incur in reinstating the Premises ction or damage by an Insured Risk; ne amount that the insurers refuse to pay following uction by an Insured Risk to the Premises because ct or failure to act; and increased premiums that the insurers may require carrying out or retention of any permitted e Tenant’s or any lawful occupier’s use of the
‘Insured Risks’	re (including subterranean fire), lightning, explosion, sidence, landslip, heave, earthquake, burst or pes, tanks or apparatus, impact by aircraft or other ny articles dropped from them, impact by vehicles, commotion and malicious damage to the extent, in er is generally available on normal commercial terms market at the time the insurance is taken out, and nst which the Landlord reasonably insures from time l cases to any excesses, limitations and exclusions ers;
‘Interest’	the rate of <<rate of interest on outstanding payments per year above the base rate for the time being of or (if base rate or that bank ceases to exist) a nt rate notified by the Landlord to the Tenant;
‘Landlord’	entitled to the immediate reversion to this Lease;
‘Landlord’s Neighbouring’	dings owned by the Landlord near to the Premises;

Property'

'Open Market Rent'

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at which the Premises as a whole might be let on the Relevant Review Date by a willing landlord to a tenant in the open market with vacant possession and without any improvement or alteration of a term of years equivalent to the [Term][residue of term] at that time or (if the term then remaining is less than a term of five years] but starting on the Relevant Review Date, assuming:

the Premises are ready for immediate occupation and use and (if destroyed) are fully restored;

the Tenant has complied with the Tenant's obligations in this Lease except to the extent that there has been a material or substantial breach by the Landlord) the Landlord has complied with the obligations in this Lease;

the Premises can lawfully be let and used for the uses specified in the Lease; and

the value of the hypothetical lease the willing tenant will be able to obtain free of a rent free period, rent concession or any other inducement of a length or amount that might be negotiated in the open market for fitting-out purposes and that the Open Market Rent that would become payable after the end of that period is the sum of the Rent and the concession or payment of that inducement;

The Lease shall otherwise contain the same terms and conditions as this Lease (including the provisions for the determination of Rent herein contained) other than:

(a) the Annual Rent;

(b) any period, rent concession or any other inducement granted to the Tenant in relation to the grant of this Lease;

(c) any provision in this Lease; and

(d) any exclusions>>

which shall have no effect on rent of:

(a) any period during which the Tenant or any lawful sub-tenant or their respective predecessors in title has been in occupation of the Premises;

(b) any loss or damage to the Premises due to the carrying on there of the business of the Tenant or any lawful sub-tenant (whether by the Tenant or any predecessor in title or any predecessor in title);

(c) any loss or damage to the Premises due to the carrying on there of the business of the Tenant or any other party with a special interest in the Premises might make by reason of its occupation of the Premises;

(d) any loss or damage to the Premises lawfully carried out during the Term by the Tenant or any lawful sub-tenant at their own expense with the Landlord's consent or in pursuance of an obligation to the Landlord or any predecessor in title;

(e) any loss or damage attributable to works that have been carried out on the Premises for the Tenant's predecessors in title or lawful

(f) any loss or damage attributable to any temporary works, operations or other works on any adjoining premises;

‘Permitted Use’	[ENGL and Co OR [WALE and Co	offices within use class E(g)(i) of the Town sses) Order 1987] ces within use class B1(a) of the Town sses) Order 1987];
‘Premises’	means Lease than te	n paragraph LR4 at the beginning of this tures and fittings in the Premises (other s);
‘Rent’	means	at by this Lease;
‘Rent Commencement Date’	means	first to be paid>>;
‘Rent Days’	means year;	September and 25 December] in each
‘Review Date’	means Date" v	years <<years>>] and "Relevant Review ngly;
‘Surveyor’	means Landlo	ect from time to time appointed by the
‘Tenant’	include	assigns;
‘Term’	means and an	agraph LR6 at the beginning of this Lease ontinuation of it or period of holding over;
‘Title Matters’	means list of o	out in the following documents: <<insert andlord's title to the Premises>>;
‘Underletting Requirements’	means (a) tha ren (b) tha Lar (c) tha pre (d) tha (ex (e) tha alte	ent not less than the then open market ble in advance on the Rent Days; s sections 24 to 28 (inclusive) of the 54; anted for a fine or premium or a reverse t give the undertenant a rent free period able to allow for any fitting out); s provisions for change of use and those in this Lease;

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se contains provisions for review of the rent underlease on the basis and dates on which the to be reviewed under this Lease;

se contains provisions prohibiting dispositions of or with the underlet premises other than an assignment whole and then only with the prior written consent

l shall receive a direct covenant from the observe and perform all the tenant's covenants in

se contains provisions requiring the undertenant to l rent the whole of the Insurance Rent and other the Annual Rent, payable by the Tenant under this

se contains any other provisions that are ng regard to the terms of this Lease and the nature Underlease;

'VAT'

onstituted by the Value Added Tax Act 1994 (and expressly stated references to rent or other monies nt are exclusive of any VAT charged or chargeable).

1.2 Unless requires, each reference in this Agreement to:

1.2.1 includes fax but not email;

1.2.2 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 ulate to this Agreement; and

1.2.6 s a reference to a clause of this Agreement (other t a paragraph of the relevant Schedule.

1.3 In thi

1.3.1 erson 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;

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1.3.6 Neglect or default of the Tenant include the act, any occupier of the Premises and their respective

1.3.7 do not form part of this Lease and are not to be as construction or interpretation; and

1.3.8 Lease include any document supplemental or ed into pursuant to its terms.

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

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2. Demise and

2.1 The premises to the Tenant for the Term together with (inso grant the same) the rights set out in the First Sche Neigh reserving for the benefit of the Landlord's to the hts set out in the Second Schedule, and subject

2.2 The T

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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 to time the Insurance Rent;

2.2.3 om the Tenant to the Landlord under this Lease;

2.2.4 er this Lease.

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3. Tenant's Co

3.1 The T e Landlord:

3.1.1 times and in the manner stated without any legal , set-off or counterclaim unless required by law.

3.1.2 this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether not), or if the Landlord refuses to accept rent so ch of covenant, the Tenant must on demand pay as rent in arrears) calculated on a daily basis on refused from the due date until the date on which

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

a) the Rent payable; and

b) 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).

3.1.5 the Tenant making good that loss to the Landlord on demand.

3.1.6 the Premises 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 the insurance money is refused by reason of any act, omission or negligence of the Tenant).

3.1.7 the Tenant renew all floor coverings in the Premises as often as may be necessary and, in the final three months of the Term, renew all floor coverings of a colour and quality first class.

3.1.8 the Tenant redecorate the inside of the Premises as often as is necessary and also in the last three months before the end of the Term. All decoration must be carried out in a good and proper manner using good quality materials that are appropriate to the Premises and all appropriate preparatory work.

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

3.1.10 the Tenant:

a) make good to the Landlord in the repair and condition of the Premises

b) make good any damage caused to the Premises by that the Tenant has fixed to the Premises or any alterations the Tenant has made to the Premises

c) remove the Tenant's possessions from the Premises; and

d) hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety surveys and reports, fire risk assessments, and certificates relating to electrical and gas

3.1.1

a)

b)

c)

3.1.1

a)

b)

3.1.1

3.1.1

a)

b)

c)

d)

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

a) to authorise the agent of the Tenant sell the possessions;
b) to indemnify the Landlord against any liability incurred by the Tenant if those possessions have been sold by the Landlord without the Tenant's consent that the possessions belonged to the Tenant; and
c) to pay to the Tenant the sale proceeds after deducting the costs of collection, storage and sale incurred by the Landlord.

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

a) if the Engineer or Surveyor gives to the Tenant (or leaves a written notice) notice of any repairs or maintenance which the Tenant is liable to carry out or of any other failure by the Tenant to comply with the terms of this Lease, to repair the Premises and/or the works in accordance with the notice within a period of two weeks from the date of the notice (or sooner if required); and

b) if the Tenant 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 on demand (recoverable as a proper expense of such works (including all legal costs and other fees)).

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

Landlord on demand on an indemnity basis all costs, including reasonable 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 consequence of the exercise of the rights conferred by this clause.

the tenant covenants of this Lease;

b) the Tenant's obligations in this Lease, including the obligation to give notice of a notice under section 146 of the Law of Property Act 1925;

c) the Tenant for consent under this Lease, whether that consent is granted or lawfully refused, except where the Landlord is required to act reasonably and the Tenant lawfully refuses to give consent;

d) the Tenant to improve their Environmental Performance; and the Tenant in its absolute discretion, has consented to the works;] and

- e) service of a schedule of dilapidations served no later than the end of the Term.

3.1.1

- a) for any illegal or immoral purpose;
- b) as sleeping accommodation or for residential purposes;
- c) at the Premises any offensive, noisy or dangerous manufacture, occupation or thing; and
- d) only for the Permitted Use [and only between the hours of 9 AM Mondays to Fridays (and not on bank holidays or public holidays).

3.1.1 Alterations and Repairs:

- a) in connection with any adjoining premises;
- b) involving any structural alterations to the Premises;
- c) involving any alteration to the Premises which would, or may be expected to, have an adverse effect on the asset rating or the Insurance Certificate commissioned in respect of the Premises;
- d) in connection with clause 3.1.17 below,] not to make any internal or external alterations of a non-structural nature to the Premises without the written consent (such consent not to be unreasonably withheld or delayed).

3.1.1

- a) without consent from the Landlord erect, alter or remove any free-standing or free-mountable partitioning which does not affect the structural integrity of the Premises or adversely affect the mechanical ventilation of the Premises or have an adverse impact on the structural integrity of the Premises and which shall be treated as alterations subject to the Tenant:

- a) not less than <<notice period given to Landlord of <<period>> e.g. 2 months>> notice in writing of its intention to carry out any such works;
- b) carry out such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval of the Landlord;
- c) restore the Premises to their former state and condition on or before the date specified in any notice of the Landlord by notice in writing requests the Tenant to do so;
- d) pay the cost of any alterations or additions carried out by the Tenant except any which are trade or tenant's fixtures or fittings and so that the Landlord will not be liable for any necessary increase in the amount for which the Premises are let.

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a) [REDACTED] the Landlord; and

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3.1.2

a)

b)

3.1.2

3.1.2

3.1.2

a)

b)

c)

3.1.2

a)

b)

c)

3.1.3

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at any time during the Term to enter the Premises 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).

ce:

requirements of the Landlord's insurers and not to do which could invalidate any insurance; and

mits to do anything which increases any insurance the Landlord to repay the increased premium to the

ct of all taxable supplies made to the Tenant in lease on the due date for making any payment or, which that supply is made for VAT purposes.

bliged, under or in connection with this Lease, to any other person any sum by way of a refund or amount equal to any VAT incurred on that sum by person, except to the extent that the Landlord or credit for such VAT under the Value Added Tax Act

emnify the Landlord against all actions, claims, third party, all costs, damages, expenses, charges third party and the Landlord's own liabilities, costs d in defending or settling any action, claim or f any personal injury or death, damage to any ent of any right arising from:

of the Premises or the Tenant's use of them;

nant's rights; or

alterations.

n covered by the indemnity in clause 3.1.28, the

nt of the claim as soon as reasonably practicable f it;

n any information and assistance in relation to the may reasonably require, subject to the Tenant all costs incurred by the Landlord in providing that ce; and

e Tenant's cost) where it is reasonable for the

gulations set out in the Third Schedule and any ations made by the Landlord from time to time in state management.

3.1.3 the Landlord a fair proportion (to be determined by the Landlord) of the costs, fees and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and repainting any Conduits, structures or other items capable of being used by the Premises in common

3.1.3 any assignment, transfer, underlease or charge of the Premises or by the Tenant, any undertenant or any other person, a certified 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, and to apply to the Land Registry on the date of this Lease to apply to the Land Registry and once the registration has been completed to deliver to the Landlord the relevant titles to the Landlord.

3.1.3 to deliver to the Landlord the original of this 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 guarantor acceptable to the Landlord enters into a deed of guaranty with the Landlord in the same terms as the original guarantor.

4. Landlord's obligations

4.1 The Landlord shall be under the following obligations to the Tenant:

4.1.1 to permit the Tenant to use the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord, except as permitted by the Lease.

4.1.2 to insure the Premises (other than any plate glass at the Premises) against fire by the Insured Risks for the full reinstatement value, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the insurance is effected on the following subject:

- a) the insurance to be available in the London insurance market on terms acceptable to the Landlord; and
- b) the insurance to be free of exclusions or limitations as the insurers may impose.

4.1.3 to use any money received (other than for loss of rent) to repair the Premises as soon as money has been received or (as the case may be) as soon as it is received. The Landlord shall not be obliged to:

a) on identical in layout or design so long as
nably equivalent to that previously at the Premises

b) Tenant has failed to pay any of the Insurance Rent;

c) Premises after a notice has been served pursuant

4.2 If, following the destruction of the Premises, the Landlord considers
that it is not practical to reinstate the Premises, the Landlord may
give 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
proceedings (other than any insurance for plate glass) shall belong
to the Tenant.

5. Provisos and Conditions

5.1 The premises

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

5.1.2 This Lease; or

5.1.3 Emergency

the Landlord may enter the Premises (or any part of them) at any time after
and on condition that it will end (but this will not affect any right or remedy
available to the Landlord).

5.2 If the Premises are destroyed by any Insured Risk so as to be unfit
for occupation and the insurance is not vitiated or payment of the
insurance is wholly or in part through any act, neglect or default
of the Tenant, then the rent or a fair proportion of it will cease to be payable
from the date of destruction for a period of three years or until the
Premises are again occupied or used by the Tenant, whichever is the
shorter period.

5.3 Nothing in this Lease shall release the Tenant the right to enforce, or to prevent the
benefit of any covenants, rights or conditions to which the Premises
are subject.

5.4 The Tenant acknowledges that a person who is not a party to this Lease has no right
to enforce the provisions of the Contracts (Rights of Third Parties) Act 1999 to
enforce the provisions of this Lease.

5.5 The Tenant warrants that nothing in this Lease constitutes or shall
constitute a warranty that the Premises may lawfully be used
for any purpose other than that stated in this Lease.

5.6 The Tenant warrants that it has not entered into this Lease in reliance on
any statement or 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 sent by post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address in the United Kingdom the recipient has specified as its address for service by giving 5 working days' notice under this clause 6.

6.2 A notice must be served on:

6.2.1 the landlord, if it is an individual liability partnership registered in the United Kingdom, at its registered office;

6.2.2 the landlord, if it is a company or incorporated in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are a party, if an address has been given at their last known address in the United Kingdom;

6.2.3 the tenant, as served:

a) the landlord, at any postal address in the United Kingdom set out in the deed or document to which they are a party for the registered proprietor on the title number R2.1 at the beginning of this Lease or, if no such address has been given, at their last known address in the United Kingdom;

b) the tenant, at the Premises;

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

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

6.3 Any notice must be served as served on the second working day after the date of the notice by post or paid first class post or special delivery or at the address for service or left at the recipient's address if delivered to or left at that address.

6.4 If a notice is served on a day that is not a working day or after 5:00PM, it shall be treated 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 Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord notice of not less than <<notice period to terminate lease e.g. 3 or 6 months>> and the termination shall take effect at any time.

7.2 If the Landlord terminates this Lease under Clause 7, this will not affect the rights of any party under the Lease or any obligation in this Lease.

7.3 The Landlord shall refund to the Tenant all payments of Rent that relate to a period of less than one month.

period of this Lease.]

8. **[Termination]**

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

8.2 This clause shall not operate to deprive the Tenant of any Rent due up to the date of determination and gives the Tenant no right to any compensation and leaves behind no continuing underleases.

8.3 [The clause shall not operate to deprive the Tenant of any Rent due up to the date of determination and gives the Tenant no right to any compensation and leaves behind no continuing underleases.]

8.4 If the clause shall not operate to deprive the Tenant of any Rent due up to the date of determination and gives the Tenant no right to any compensation and leaves behind no continuing underleases.

8.5 The clause shall not operate to deprive the Tenant all payments of Rent that relate to a period of this Lease.]

9. **[Tenant Option to Extend]**

9.1 Provided that the Tenant is not in default under any of the terms of this Lease, the Tenant shall have the option to extend this Lease for an additional term of <<insert term>> years to and including <<insert extended lease term>> years and conditions set forth in this Lease, except as may be otherwise provided in the covenants and conditions set forth in this Lease, and the option shall be subject to the following terms, covenants and conditions below:

9.1.1 If the Tenant exercises this said option, then the Tenant shall give written notice no earlier than the date which is <<insert notice period to exercise option e.g. 12 or 9 months>> months prior to the expiration of the term of the Lease and the date which is <<last notice period to exercise option e.g. 12 or 9 months>> _____ () months prior to the expiration of the Lease. If the Tenant fails to provide such notice, the Tenant shall not have the further or additional right to extend or renew the Lease.

9.1.2 The option shall not be transferable and shall be personal to the Tenant.

10. **[Guarantor's Liability]**

10.1 The

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

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10.1.1. The Landlord as primary obligor, and separate to the obligations in 10.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants (including any supplemental documents to this Lease); and

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10.1.1. The Landlord as primary obligor to indemnify the Tenant for all losses, costs, damages and expenses caused to the Tenant by the Tenant proposing or entering into any company, partnership, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10.

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10.2 If the Tenant, at the discretion of the Landlord, notifies the Guarantor within three months of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register of companies, the Guarantor must, within ten days of the option either:

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10.2.1. The full cost (including payment of the Landlord's costs) of the Lease of the Premises:

a) The amount of the rent payable on the date of the disclaimer or forfeiture or the Tenant being struck off the register of companies on the date when this Lease would have ended had the disclaimer or striking-off had not happened;

b) Any other sums payable at the date of the forfeiture or disclaimer or the date when this Lease would have ended had the disclaimer or striking-off had not happened;

c) The amount of the rent payable on the term commencement date of the new lease or the date of the rent review under this Lease that falls before that date that has not been concluded (but with the rent payable on the date of the concluded rent review);

d) The amount of the rent payable on each Rent Review Date under this Lease or the term commencement date of the new lease; and

e) The amount of the rent payable on the terms and conditions as this Lease; or

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10.2.2. The amount of the arrears of the rents, any outgoings and all other sums payable under this Lease plus the amount equivalent to the total of the arrears of the rents, any outgoings and all other sums due under this Lease that would be payable on the date of 6 months following the disclaimer, forfeiture or striking-off;

10.3 If the Landlord, at the discretion of the Landlord, notifies the Guarantor must pay the Landlord's costs (on a full and final basis) in respect of the grant of the lease.

10.4 If the Landlord, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 10 (but that the Guarantor's obligations in relation to any prior breaches).

10.5 The Guarantor's obligations under this clause 10 shall not be reduced or discharged by:

- a) ...son to enforce in full, or any delay in enforcement or any concession allowed to the Tenant or any
- b) ...g any right or remedy against the Tenant for any s due under this Lease or observe the Tenant's lease;
- c) ...dlord to accept any rent or other payment due
- d) ...ease (except that a surrender of part will end the liability in respect of the surrendered part);
- e) ...counterclaim that the Tenant or the Guarantor may
- f) ...disability or change in the constitution or status of ntor or of any other person who is liable, or of the
- g) ...merger by any party with any other person, any acquisition of the whole or any part of the assets or ty by any other person;
- h) ...rrence in relation to the Guarantor of an Act of
- i) ...an a release by the Landlord by deed.

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

10.7 The C ... ed from its future obligations under this Lease at the e

- a) The ... ase expires;
- b) The ... sed from the tenant covenants under this Lease pursuant to the Tenant (Covenants) Act 1995; or
- c) The c ... es the Guarantor in accordance with clause 10.4 of thi

11. Applicable

11.1 This ... contractual obligations arising out of or in connection with i ... law of England and Wales.

11.2 Subje ... ny provisions in this Lease requiring a dispute to be se ... arbitration, the courts of England and Wales have exclu ... e any dispute arising out of or in connection with this L ... n to any non-contractual obligations.

11.3 Any ... ce an order of the courts of England and Wales arising ... with this Lease, including in relation to any non-

contract of the court 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 secretary] [two directors]

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for 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
the common seal of
<<Tenant's Name>>
in the presence of

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address _____

OR (execution clause for individual)

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

Signature:

Signature of witness

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses]

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

<<affix seal here>>

Director _____

Director/Secretary _____

OR (alternative completion)

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

Signature: _____

Director

Signature: _____

[Director][Secretary]

OR (alternative completion)

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

Signature: _____

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause by an individual)

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

Signature: _____

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, extend, improve, upgrade, move, remove, disconnect, or otherwise deal with gas, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar services or supplies or conduits, cables, pipes or other apparatus, including but not limited to, entering, excavating, drilling, boring, cutting, sawing, or otherwise working on, adjoining or neighbouring premises through the Premises or otherwise, and the right to install, maintain, repair, replace, alter, extend, improve, upgrade, move, remove, disconnect, or otherwise deal with such services or supplies or conduits, cables, pipes or other apparatus, including but not limited to, entering, excavating, drilling, boring, cutting, sawing, or otherwise working on, adjoining or neighbouring premises through the Premises or otherwise, and the right to install, maintain, repair, replace, alter, extend, improve, upgrade, move, remove, disconnect, or otherwise deal with such services or supplies or conduits, cables, pipes or other apparatus, including but not limited to, entering, excavating, drilling, boring, cutting, sawing, or otherwise working on, adjoining or neighbouring premises through the Premises or otherwise.
2. The right to:
 - a) review the Environmental Performance of the Premises including to inspect, test, monitor, measure, or otherwise assess equipment within or relating to the Premises and to prevent, reduce, or eliminate any environmental impact;
 - b) estimate the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are reasonably necessary and can be reasonably carried out without entry onto the Premises, the right to enter the Premises to:
 - a) build, alter, extend, improve, upgrade, move, remove, disconnect, or otherwise deal with any structure, or party walls on or adjacent to the Premises; and
 - b) inspect, test, monitor, measure, or otherwise assess, or to alter, rebuild or carry out other works upon any structure, or party walls on or adjacent to the Premises, or the Landlord.
4. [Where the Tenant consents (in its sole discretion) consents, the right to enter the Premises to carry out any works to improve their Environmental Performance.]
5. The right to enter the Premises to do anything that the Landlord is expressly entitled or required to do for 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 to the Tenant);
 - c) observe the Tenant's business as reasonably practicable;
 - d) cause the Tenant's business as reasonably practicable;
 - e) cause the Tenant's business as reasonably practicable;
 - f) repair any damage caused by the Landlord as soon as reasonably practicable;
 - g) where the Landlord is carrying out any works, obtain the Tenant's approval to the location, method, timing, and other material matters relating to the preparation for, and carrying out of, the works;
 - h) remain on the Premises for no longer than is reasonably necessary; and
 - i) where the Landlord is carrying out any works, exercise any rights outside the normal business hours.

6. [The right to use the roof of the Premises and a route as the Landlord may require.]
7. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works do not interfere with the flow of light and air to the Premises and that the Landlord is satisfied that the connection with those works to underpin and shore up the Premises is adequate.
- a) giving notice to the Landlord of the works to be carried out;
- b) consulting the Landlord as to the management of potential interference;
- c) taking such steps as may be necessary to ensure that the works do not materially adversely affect the Landlord's ability to carry out its business from the Premises;
- d) taking such steps as may be necessary to ensure that the works comply with all relevant standards of construction and workmanship;
- e) taking such steps as may be necessary to ensure that there is no undue interference to the Premises by noise, dust or vibration, having taken into consideration the Tenant's suggestions for limiting such interference;
- f) making good any damage to the Premises or its contents.
8. The right, with the Landlord's consent, to place scaffolding on the Premises in connection with any works to be carried out on the Premises, provided that:
- a) any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
- b) the scaffolding is erected in such a way as to cause the least obstruction as is reasonably practicable to the use of the Premises;
- c) the scaffolding is erected in such a way as to ensure that no advertising displayed on it (except for any health or safety notices relating to any other tenant whose premises are adjacent to the Premises) is obscured by the scaffolding unless the Tenant has obtained the Landlord's written consent;
- d) if the scaffolding is erected in front of the Premises, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.
9. The right to use the Premises for any purpose whatsoever and for any adjoining premises owned by the Landlord without imposing any restrictions or conditions on the Tenant.
10. The right to use the Premises for any purpose whatsoever and for any adjoining premises owned by the Landlord without imposing any restrictions or conditions on the Tenant.
11. All rights of the Tenant in the Premises that now exist or that might (but for this reservation) exist.

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Rule – Regulations

1. Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. When requested by the Landlord to 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 on the Premises overnight.
6. No mat, brush, or other refuse to be thrown out of the Premises.
7. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of the same in accordance with the byelaws and in consultation with the Local Authority.
8. Not to overload the Premises nor any machinery or equipment at any time for the purpose of serving the Premises.
9. No blind shades or other fittings to be placed over the windows of the Premises without the previous written consent of the Landlord in writing and type.
10. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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Rent Review Provisions

1. The Annual Rent payable by the Tenant shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as determined by the Independent Expert on every Review Date. The amount of the Annual Rent shall be the greater of the Annual Rent which was payable immediately before the Relevant Review Date and the Open Market Rent as determined by the Independent Expert on every Review Date.
2. The Landlord and the Tenant shall agree the amount of the Open Market Rent before each Review Date. If for any reason the Open Market Rent shall not have been agreed by the Relevant Review Date which is three months before the Relevant Review Date, the Tenant may at any time thereafter (whether before or after the Relevant Review Date) by notice in writing to the other party require the Open Market Rent be referred to an Independent Expert and so agree the determination of the Open Market Rent will instead be determined by the Independent Expert.
3. The Independent Expert shall:
 - 3.1 act as an arbitrator;
 - 3.2 invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the Tenant an opportunity to make counter submissions;
 - 3.4 give his decision on the Open Market Rent, which will be binding on the parties.
4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in equal shares. The Independent Expert shall determine or in the event that no determination is given equally between the Landlord and the Tenant.
5. If the Open Market Rent is not ascertained by any Relevant Review Date:
 - 5.1 the Tenant shall continue to pay the Annual Rent to the Landlord until the date when the Open Market Rent is ascertained. The Annual Rent at the yearly rate payable for the period from the Relevant Review Date;
 - 5.2 upon the Open Market Rent being ascertained, the Annual Rent actually payable from such Relevant Review Date and the Landlord will demand the difference (if any) between the Annual Rent actually paid and the amount that would have been payable if the Annual Rent had been ascertained before the Rent Review Date;
 - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date of payment of the difference the base rate of Barclays Bank plc calculated on a daily basis on the amount of that difference from the date on which each instalment of that difference was payable to the date of payment. If not paid those sums shall bear simple interest at the base rate of Barclays Bank plc in arrears.
6. When the Open Market Rent is ascertained pursuant to the provisions of this Schedule, the Landlord and the Tenant shall complete a memorandum (in duplicate) of the yearly Open Market Rent under this Lease from the Relevant Review Date to the date of payment of the difference by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence of the taking of any steps under this Schedule.

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