

LR1. Date of lease	ate in full>>
LR2. Title number(s)	Landlord's title number(s) er(s) out of which this lease is granted. k if not registered. Landlord's title number(s)>> Other title numbers le number(s) against which entries of ferred to in LR9, LR10, LR11 and LR13 made. 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, also give the registered number including any previous numbers.</i> <i>For overseas entities, give the following details:</i> a) <i>The territory of incorporation or</i> b) <i>The overseas entity ID number from Companies House for the Landlord and the Tenant pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not recorded, 'overseas entity ID not required'.</i> c) <i>Where the entity is a company, give the place of business in the United Kingdom, the registered number, if any, from Companies House, including any previous numbers.</i> <i>Further details on overseas entities are found in practice guide 78: overseas entities.</i>	ame of Landlord>> Address of Landlord>> Company number>> ame of Tenant>> Address of Tenant>> Company number>> (if any) ame of Guarantor>> Address of Guarantor>> Company number>> Other parties Capacity of each party, for example "parent company", "guarantor", etc. ame of other party>> Address of other party>> Company number>>
LR4. Property <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described</i>	In the event of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. Property [shown edged red on the plan to this lease and] known as <<Insert Property>>

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

S A M P L E

<p>LR9. Rights of acquisition</p> <p><i>Insert the relevant provisions of the lease clauses or refer to the paragraph of a schedule which contains the provisions</i></p>	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<p>LR10. Restrictive covenants in the lease by the Landlord other than the Provisions of the Lease</p> <p><i>Insert the relevant provisions of the lease clause, schedule or paragraph in this lease which contain the provisions</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the paragraph of a schedule which sets out the easements</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 2</p>
<p>LR12. Estate rent charged on the Property</p> <p><i>Refer here only to the paragraph of a schedule which sets out the rent charged</i></p>	<p>None</p>
<p>LR13. Application for a restriction</p> <p><i>Set out the full text of the restriction and the title entered. If you wish to use the one standard form of</i></p>	<p>N/A</p>

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clause to apply for each
applying against which
text of the restriction

Standard forms of res
Schedule 4 to the La
2003.

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

*If the Tenant is one pe
the alternative stateme*

*If the Tenant is mo
complete this clause by
inapplicable alternative*

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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;

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‘Act of Insolvency’

step-in connection with any voluntary arrangement
promise or arrangement for the benefit of any
tenant or any guarantor;

an application for an administration order or the
administration order in relation to the Tenant or any

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

of a receiver or manager or an administrative
n to any property or income of the Tenant or any

ent of a voluntary winding-up in respect of the
guarantor, except a winding-up for the purpose of
reconstruction of a solvent company in respect of

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	<p>... declaration of solvency has been filed with the companies;</p> <p>... petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <p>... the Tenant or any guarantor from the Register of Companies making of an application for the Tenant or any guarantor to be struck-off;</p> <p>... any guarantor otherwise ceasing to exist (but not where the Tenant or any guarantor dies); or</p> <p>... an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of an application against the Tenant or any guarantor.</p> <p>... shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and a 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)</p> <p>... includes any analogous proceedings or events that are provided for by the legislation of another jurisdiction in which the Tenant or guarantor incorporated or domiciled in such</p>
‘Annual Rent’	<p>... nt>> per year exclusive of VAT;</p>
‘Conduits’	<p>... for the transmission of water, gas, air, foul and drainage, electricity, oil, telephone, heating, internet, data communications and similar supplies</p>
‘Energy Performance Certificate’	<p>... en to it in the Energy Performance of Buildings Regulations 2012;</p>
‘Environmental Performance’	<p>... e following:</p> <p>... on of energy and associated generation of greenhouse gas emissions;</p> <p>... n of water;</p> <p>... n and management; and</p> <p>... onmental impact arising from the use or operation of the building;</p>
‘Insurance Rent’	<p>... e Landlord of:</p> <p>... ises insured in accordance with the Landlord’s Lease;</p>

	<p>(b) insuring against loss of Annual</p> <p>(c) insuring against public or third-</p> <p>(d) obtaining valuations of the Pre time to time;</p> <p>and:</p> <p>(e) the amount of any excess or d that the Landlord incurs or will following destruction or damage</p> <p>(f) a sum equal to the amount tha damage or destruction by an In of the Tenant's act or failure to</p> <p>(g) any additional or increased pre as a result of the carrying out o alterations or the Tenant's or a Premises;</p>	<p>oses from</p> <p>rance policy remises</p> <p>ay following ses because</p> <p>may require ted of the</p>
'Insured Risks'	<p>means the risks of fire (including s storm, flood, subsidence, land overflowing water pipes, tanks or aerial devices and any articles dro terrorism, riot, civil commotion and each case, that cover is genera terms in the UK insurance market and any other risks against which time to time, subject in all case exclusions imposed by the insurer</p>	<p>ng, explosion, e, burst or craft or other t by vehicles, the extent, in commercial is taken out, insures from mitations and</p>
'Interest'	<p>means interest at the rate of <<rat e.g. two>> per cent per year abov Barclays Bank plc or (if base r reasonable equivalent rate notified</p>	<p>ng payments time being of s to exist) a tenant;</p>
'Landlord'	<p>includes the person entitled to the</p>	<p>this Lease;</p>
'Landlord's Neighbouring Property'	<p>means land and buildings owned b</p>	<p>the Premises;</p>
'Permitted Use'	<p>[ENGLAND ONLY: means use v E(g)] of the Town and Country Pla</p> <p>OR</p> <p>[WALES ONLY: means use with Town and Country Planning (Use</p>	<p>and B8 and er 1987]</p> <p>nd B8] of the</p>
'Premises'	<p>means the property described in p Lease and includes all other fixtur</p>	<p>inning of this remises (other</p>

	than tenant's fixtures and fittings);
'Rent'	means all sums reserved as rent by this Lease;
'Rent Commencement Date'	means <<date on which rent is first to be paid>>;
'Rent Days'	means [25 March, 24 June, 29 September and 25 December] in each year;
'Surveyor'	means the surveyor or architect from time to time appointed by the Landlord;
'Tenant'	includes successors in title and assigns;
'Term'	means the term specified in paragraph LR6 at the beginning of this Lease;
'Title Matters'	means the matters (if any) set out in the following documents: <<insert list of documents affecting the landlord's title to the Premises>>;
'VAT'	means the tax as constituted by the Value Added Tax Act 1994 (and unless otherwise expressly stated references to rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable).

1.2 Unless the context otherwise requires, each reference in this Agreement to:

- 1.2.1 "writing" or "written" includes fax but not email;
- 1.2.2 a "working day" is a reference to any day other than a Saturday, Sunday or a bank or public holiday in England and Wales;
- 1.2.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.4 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.5 a Schedule is a schedule to this Agreement; and
- 1.2.6 a clause or paragraph is a reference to a clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule.

1.3 In this Agreement:

- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

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- 1.3.2 words imported into the Lease shall include the plural and vice versa;
- 1.3.3 words imported into the Lease shall include any other gender;
- 1.3.4 references to the Term shall include any sooner determination of time;
- 1.3.5 any covenant to do an act or thing includes an obligation not to do that act or thing to be done;
- 1.3.6 references to the Tenant's servants and agents shall include the act, neglect or default of the Tenant and their respective servants and agents on the Premises and their respective agents;
- 1.3.7 the clause hereof shall not be taken into account for the construction or interpretation; and
- 1.3.8 references to the Lease shall include any document supplemental or collateral to the Lease and its terms.

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

2. Demise and Rent

- 2.1 The Landlord leases the Premises to the Tenant for the Term together with (insofar as the Landlord is able to grant) the rights set out in the First Schedule, excepting the benefit of the Landlord's Neighbouring Property and subject to the Title Matters.
- 2.2 The Tenant must pay the Rent in advance by bankers' standing order (or by any other method so requires) on the Rent Days, the first payment being due on the date of this Lease for the period beginning on the Rent Commencement Date and ending on the day before the next Rent Day.
- 2.2.1 the Annual Rent (or part thereof) due on each Rent Day;
- 2.2.2 on demand for Insurance Rent;
- 2.2.3 any other sums payable by the Tenant to the Landlord under this Lease; and
- 2.2.4 any VAT payable by the Tenant.

3. Tenant's Covenants

- 3.1 The Tenant covenants with the Landlord that:
 - 3.1.1 To pay the Rent in the manner stated without any set-off, deduction or counterclaim unless required by law.
 - 3.1.2 If any sum of Rent remains unpaid for more than <<maximum length of time in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so long as the Tenant must on demand pay interest (referred to as "arrears") calculated on a daily basis on the amount of Rent due from the due date until the date on which payment is received).

- 3.1.3 To pay or in respect of all existing and future rates, taxes, duties, levies, social impositions charged on the Premises except:
- tax (or duty) payable; and
 - any charge or liability of the Landlord's dealing with its own interest.
- 3.1.4 To pay or in respect of all charges incurred relating to water, gas, electricity, water drainage, electricity, oil, telephone, heating, internet, data communications and similar services supplied to the Premises (including all standing charges).
- 3.1.5 If the Landlord has allowed during the Term to be made good that loss to the Landlord on demand.
- 3.1.6 To keep the Premises in substantial repair and condition and to make good any damage results from any of the risks insured under Clause 4.1.2 unless the money is refused by reason of any act, neglect or default of the Landlord.
- 3.1.7 [To clean and polish the carpets reasonably regularly and replace worn and replace worn coverings of a colour and quality first approved by the Landlord.]
- 3.1.8 To decorate the Premises as often as is required in the last three months before the end of the Term. The external colour scheme must first be approved by the Landlord. The decoration must be carried out in a good and proper manner using quality materials that are appropriate to the Premises and to the nature of the preparatory work.
- 3.1.9 To keep any structure or building which are not built upon clean and tidy and free from any rubbish or debris.
- 3.1.10 At the end of the Term:
- to repair the Premises to the condition in which they were in at the start of the Term, the Landlord in the repair and condition in which they were in at the start of the Term;
 - if the Tenant has made any alterations the Tenant has made good any damage caused to the Premises by the alterations;
 - to remove all items the Tenant has brought into the Premises;
 - to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety assessments, asbestos surveys and reports, and certificates of compliance with fire safety systems.
- 3.1.11 If, following the end of the Term, any of the Tenant's possessions remain on the Premises and the Tenant fails to remove them within the period specified in writing by the Landlord to do so:

3.1.1

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3.1.1

SAMPLE PROPOSED LEASE

may as the agent of the Tenant sell the

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

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

Landlord at all reasonable times on reasonable prior notice (in an emergency) to enter and inspect the Premises and:

Landlord or its agents or Surveyor gives to the Tenant (or its agents) notice of any repairs or maintenance which the Tenant has failed to carry out or of any other failure to comply with its obligations under this Lease, to require the Tenant to remedy such failure in accordance with clause 3.1.12 b) within a period of two months from the date of the notice (or sooner if required); and

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

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

Landlord on demand on an indemnity basis all costs, including its own other expenses (including legal costs and professional fees) properly incurred by the Landlord (which otherwise would be payable by the Landlord) in connection with the exercise of the right of entry in contemplation of:

the exercise of the right of entry of the tenant covenants of this Lease;

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

the exercise of the right of entry by the Tenant for consent under this Lease, where the application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required to give notice and the Landlord unreasonably refuses to do so.

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

Landlord may carry out and service of a schedule of dilapidations within six months after the end of the Term.

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises for sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous business, trade, process, manufacture, occupation or thing;
- d) to use the Premises for the Permitted Use [and only between 9AM and 6PM Mondays to Fridays (and public holidays)].
- 3.1.16 With regard to the Premises:
- a) not to use the Premises for any adjoining premises;
- b) not to make any structural alterations to the Premises;
- c) [not to make any alterations to the Premises which would, or may, have an adverse effect on the Energy Performance Certificate of the Premises;] and
- d) [save as may be agreed in writing by the Landlord, or as may be required by 3.1.17 below,] not to make any alterations of a non-structural nature to the Premises without the Landlord's prior written consent (such consent may be withheld or delayed).
- 3.1.17 [The Tenant shall not, without the prior written consent of the Landlord, from the Landlord erect, alter or remove any partitioning which does not affect the structural integrity of the Premises, adversely affect the mechanical ventilation of the Premises or have an adverse effect on the Energy Performance of the Premises and which shall be treated as structural alterations, subject to the Tenant:
- a) giving the Landlord not less than <<notice period given to carry out e.g. 2 months>> notice in writing of any such works;
- b) carrying out any such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval of the relevant authorities;
- c) reinsuring the Premises to their former state and condition on completion of the works if the Landlord by notice in writing requires this;
- d) informing the Landlord of the cost of any alterations or additions carried out (except any which are trade or domestic repairs) as soon as practicable and so that the Tenant is not liable for any failure to affect any such works for the amount for which the Premises are insured, provided that information.]
- 3.1.18 In all cases the Tenant shall comply with any Regulations (whether or not made under the Lease), to comply with a copy of which shall be provided to the Tenant with a copy of the Lease, and to provide the Landlord with a copy of the works.

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, fascia notice or advertisement on the outside of to be visible outside the Premises other than a ant's trading name in the position specified by the ce to the Premises, subject to that sign being of and material approved by the Landlord and at the remove any sign and make good any damage ble satisfaction of the Landlord.

bligations in respect of the Premises:

n all laws relating to the Premises or to the nd occupation of the Premises;

ays of receipt by the Tenant of any notice or other affecting the Premises to send a copy to the without delay to take all necessary steps to e notice or other communication and take any n connection with it as the Landlord acting y require;

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

any planning permissions relating to or affecting

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

remises equipped with all fire prevention detection equipment which is required by law or by the Premises or reasonably required by the Landlord in the equipment and allow the Landlord to ime to time;

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

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

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

st notify the Landlord; and

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

on:

Premises on trust for another;

another to occupy the whole or any part of the

- c) not to have possession or occupation of the whole or any part of the Premises;
- d) not to have possession or occupation of the whole or any part of the Premises;
- e) not to have possession or occupation of the whole or any part of the Premises; and
- f) not to have possession or occupation of the whole or any part of the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions set out in paragraph 3.1.23.

3.1.23 The conditions of the Premises in relation to an assignment

- a) that the proposed assignee is a person who, immediately before the proposed assignment, was either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations of the Tenant under this Lease under an authorised guarantor agreement;
- b) that the proposed assignee has entered into an agreement guaranteeing that the assignee will comply with the tenant's covenants in this Lease (an "Assignment Guarantee") in such form as the Landlord may require;
- c) that the proposed assignee is, in the Landlord's reasonable opinion of sufficient financial strength to enable it to comply with the obligations contained in this Lease;
- d) that the proposed assignee has entered into an agreement acceptable to the Landlord acting as guarantor and indemnity of the Tenant in such form as the Landlord may require;
- e) that the proposed assignee has entered into a rent deposit deed in such form as the Landlord may reasonably require with the Landlord, which shall be for not less than <<e.g. six>> months' rent, calculated as at the date of the assignment, to secure the assignee's performance of the obligations under this Lease with a charge over the deposit;
- f) that the proposed assignee has entered into an agreement with the Landlord of the Annual Rent or any other sum payable by the Tenant under this Lease and that any material breach of the obligations of the Tenant has been remedied.

3.1.24 To permit the Landlord to enter the Premises to view the Premises for re-letting purposes or its agents

3.1.25 With regard to the insurance of the Premises

- a) to co-operate with the Landlord's insurers and not to do anything which could invalidate any insurance policy;
- b) if the Landlord's insurers require the Tenant to do anything which increases any sum payable by the Landlord to repay the Landlord on demand.

- 3.1.2 Subject 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.
- 3.1.2 Obligated, 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
- 3.1.2 Indemnify the Landlord against all actions, claims, third party, all costs, damages, expenses, charges a third party and the Landlord's own liabilities, incurred in defending or settling any action, claim of any personal injury or death, damage to any ent of any right arising from:
- Condition of the Premises or the Tenant's use of
- the Tenant's rights; or
- t of any alterations.
- 3.1.2 n covered by the indemnity in clause 3.1.28, the
- the Tenant of the claim as soon as reasonably r receiving notice of it;
- enant with any information and assistance in claim that the Tenant may reasonably require, Tenant paying to the Landlord all costs incurred in providing that information or assistance; and
- s (at the Tenant's cost) where it is reasonable for do so.
- 3.1.3 Regulations 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 e costs, fees and expenses properly incurred by ng, repairing, replacing, maintaining, cleansing e) lighting any Conduits, structures or other items re capable of being used by the Premises in emises.
- 3.1.3 ny assignment, transfer, underlease or charge of r by the Tenant, any undertenant or any other fied copy of the relevant document together with of the relevant registered titles to the Landlord.
- 3.1.3 t to compulsory registration at the Land Registry, e date of this Lease to apply to the Land Registry d once the registration has been completed to the relevant titles to the Landlord.
- 3.1.3 m to deliver to the Landlord the original of this documents as the Landlord reasonably requires

to remove entries in relation to it
ed title.

landlord of the Tenant's obligations
and if the Landlord so requires to
able to the Landlord enters into a
in the same terms as the original

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rents and other sums due and his Lease, to permit the Tenant to use without any interruption by the Landlord or any person claiming under or in trust for the Landlord the premises under this Lease.

any plate glass at the Premises) and Risks for the full reinstatement and incidental expenses, debris removal and recoverable VAT, provided that the

in the London insurance market on
to the Landlord; and

or limitations as the insurers may

planning and other consents, to use (other than for loss of rent) to repair the premises received or (as the case may be) the landlord shall not be obliged to:

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

ant has failed to pay any of the

s after a notice has been served

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

[illegible]

the rent is allowed to be in arrears
due (whether formally demanded

the rent is allowed to be in arrears
due (whether formally demanded

the rent is allowed to be in arrears
due (whether formally demanded

- 5.1.2 this Lease; or
- 5.1.3 vency
- enter the Premises (or any part of them) at any
g so this Lease will end (but this will not affect
ailable to the Landlord).
- 5.2 If the d or destroyed by any Insured Risk so as to be
unfit and the insurance is not vitiated or payment of the
insur wholly or in part through any act, neglect or default
of th Rent or a fair proportion of it will cease to be
paya age or destruction for a period of three years or
until t t for occupation or use by the Tenant, whichever
is the
- 5.3 Noth ne Tenant the right to enforce, or to prevent the
relea benefit of any covenants, rights or conditions to
which are subject.
- 5.4 The on who is not a party to this Lease has no right
arisin Contracts (Rights of Third Parties) Act 1999 to
enfor se.
- 5.5 The hat nothing in this Lease constitutes or shall
const warranty that the Premises may lawfully be used
for ar s Lease.
- 5.6 The at it has not entered into this Lease in reliance on
any r y made by or on behalf of the Landlord.
- 6. Notices**
- 6.1 Any n connection with this Lease must be in writing and
sent st or special delivery to or otherwise delivered to
or lef recipient under clause 6.2 or to any other address
in th the recipient has specified as its address for
servi a ten working days' notice under this clause 6.
- 6.2 A not
- 6.2.1 d liability partnership registered in the United
ed at its registered office;
- 6.2.2 or incorporated in a country outside the United
rved at the address for service in the United
set out in the deed or document to which they
uch address has been given at their last known
Kingdom;
- 6.2.3 rved:
- he Landlord, at any postal address in the United
n from time to time for the registered proprietor
nber set out in paragraph LR2.1 at the beginning
r, if no such address is given, at its last known
United Kingdom;
- he Tenant, at the Premises;

c) in the [REDACTED] the address of that party set out in the order for which they gave the guarantee; and

d) in respect of [REDACTED] at their last known address in the United Kingdom.

6.3 Any Notice given with the first class postage paid indicia must be deposited in the second working day after the date of posting if sent by registered post or special delivery or at the time the notice is delivered to the recipient's address if delivered to or left at that address.

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

6.5 Service of a notice [REDACTED] a valid form of service under this Lease.

7. [Termination by Landlord]

7.1 The Landlord may terminate the Lease at any time [after <<insert date>>] by giving to the Tenant written notice of the period to terminate lease e.g. 3 or 6 months>> notice in writing at any time.

7.2 If the Lease ends up for any prior breach, this shall not affect the rights of any party under the Lease.

7.3 The Landlord shall [REDACTED] payments of Rent that relate to a period after the dete

8. [Termination by Tenant

8.1 The Tenant may determine to terminate the Lease at any time [after <<insert date>>] by giving to the Landlord written notice of the period to terminate lease e.g. 3 or 6 months>> notice of termination at any time.

8.2 This Lease shall terminate on the date of notice given by the Tenant if the Tenant has paid all amounts due to the Landlord on the date of determination and gives up possession of the Premises without leaving behind no continuing underleases.

8.3 [The break right in the Lease shall be exercisable by the Landlord to the Tenant named in paragraph LR3 at the beginning of the term of the Lease or on the date of the first deed of assignment or transfer of the Lease, or on the date when that Tenant ceases to exist.]

8.4 If the Lease ends up [REDACTED] [REDACTED] will not affect the rights of any party for any prior breach [REDACTED] lease.

8.5 The Landlord shall [REDACTED] payments of Rent that relate to a period after the date [REDACTED]

9. Exclusion of Security of

9.1 The Tenant confirms that it has read and understands the terms of this Lease (or as the case may be before the Tenant is bound to enter into this Lease) the Landlord served on the Tenant in accordance with the form set out in schedule 1 to the Regulatory Reform (Residential Tenancies) (England and Wales) Order 2003.

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9.2 The Tenant (or a person on behalf of the Tenant) made the declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of schedule 2 to the 2003 Order.

9.3 The Tenant is the person who made the declaration on the Tenant's authority.

9.4 The Tenant agrees pursuant to section 38A (1) of the Landlord and Tenant Act 1954 that sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease.

10. [Guarantor's obligations]

10.1 The Guarantor shall be jointly and severally liable to the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall be liable to the Landlord and comply with those obligations;

10.1.1 The Guarantor shall be jointly and severally liable to the Landlord as primary obligor, and separate to the obligations of the Tenant under 10.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant or the Guarantor in failing to pay the rents or comply with the Tenant's covenants under this Lease (including any supplemental documents to this Lease); and

10.1.2 The Guarantor shall be jointly and severally liable to the Landlord as primary obligor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant proposing or entering into any company arrangement, scheme of arrangement or other scheme which may have the effect of impairing, compromising or frustrating the obligations of the Guarantor in this clause 10.

10.2 If the Guarantor is notified by the Landlord in its discretion notifies the Guarantor within three months of the date of any disclaimer or forfeiture of this Lease or the termination of the Lease by the Registrar of companies, the Guarantor must, within ten working days of the date of notification, do one or more of the following in the Landlord's option either:

10.2.1 Pay to the Landlord the full cost (including payment of the Landlord's costs) of the Landlord's enforcement of the Lease of the Premises;

10.2.2 Surrender the Lease and taking effect on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the Register of companies and ending on the date when this Lease is terminated if the disclaimer, forfeiture or striking-off had not occurred;

10.2.3 Pay to the Landlord any rent and other sums payable at the date of the disclaimer or which would be payable save for any default by the Tenant;

10.2.4 Pay to the Landlord the full cost (including payment of the Landlord's costs) of the Landlord's enforcement of the Lease of the Premises; and

10.2.5 Pay to the Landlord the full cost (including payment of the Landlord's costs) of the Landlord's enforcement of the Lease of the Premises; and

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- e) other and conditions as this Lease; or
- 10.2.2 pay the Landlords rents, any outgoings and all other sums due under this Lease, or an amount equivalent to the total of the rents, outgoings and other sums due under this Lease that would be payable by the Tenant for 6 months following the disclaimer, or the amount of the forfeiture or
- 10.3 If clause 10.2.1 applies, the Tenant shall pay the Landlord's costs (on a full indemnity basis) and the Landlord shall not be bound to grant the lease.
- 10.4 If clause 10.2.2 applies, the Tenant shall, on the payment in full, the Landlord must release the Guarantor from all obligations under this clause 10 (but that will not affect the Guarantor's obligations in relation to any prior breaches).
- 10.5 The Guarantor's liability shall be discharged by:
- a) any failure of the Tenant to pay in full, or any delay in enforcement of, any right of the Landlord or any person allowed to the Tenant or any third party;
 - b) the Landlord's failure to take any remedy against the Tenant for any failure to pay any sums due under this Lease or observe the Tenant's covenants under this Lease;
 - c) any refusal of the Landlord to accept any rent or other payment due under this Lease;
 - d) any variation of the Tenant's obligations under the Lease that would result in a surrender of part of the surrendered part;
 - e) any right to the Landlord to terminate the Lease that the Tenant or the Guarantor has agreed to waive;
 - f) any death, illness, disability or change in the constitution or status of the Tenant or the Guarantor or any other person who is liable, or of any person who is a party to the Lease;
 - g) any amalgamation, reconstruction, restructuring or other business arrangement between the Tenant or any part of the assets or undertaking of the Tenant and any other person;
 - h) the existence of a winding up order or an Act of Insolvency; or
 - i) anything else that the Landlord may require by deed.
- 10.6 The Guarantor must not compete with the Landlord in the event of the insolvency of the Tenant or the Guarantor or take any security, indemnity or other benefit from the Tenant's obligations under this Lease.
- 10.7 The Guarantor shall remain liable for the Tenant's obligations under this Lease at the earlier of:
- a) The date the Tenant ceases to trade;
 - b) The date the Tenant ceases to trade or the date the Tenant ceases to trade pursuant to the tenant covenants under this Lease pursuant to the Tenant (Covenants) Act 1995; or
 - c) The date the Guarantor is discharged from its obligations in accordance with clause 10.4.

11. [Tenant Option to extend term]

11.1 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 number of years or five>> years to and including <<insert extended term>> years on the same terms and conditions set forth in this Lease, except for the provisions, covenants and conditions below:

11.1.1 If the Tenant wishes to exercise this said option, then the Tenant shall provide written notice no earlier than the date which may be served to exercise option e.g. 12 or 9 months prior to the expiration of the term of the Lease and no later than the date which is <<last notice period to be served>> or 3 months>> () months prior to the expiration of this Lease. If the Tenant fails to provide such notice, the Tenant shall have no further or additional right to extend the term of this Lease.

11.1.2 This option shall not be transferable and shall be personal to the Tenant.

12. Applicable Law

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

12.2 Subject to any provision 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 any non-contractual obligations.

12.3 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 by the common seal of <<Landlord's Name>> in the presence of

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

secretary] [two directors]

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where landlord is a company)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

[Execution clauses for tenant:]

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative company execution)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative co

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 cla

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 company execution)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative company execution)

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

Signature:

Director

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where guarantor is a company)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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Rights Granted to the Tenant

1. The right to use the Premises for the purpose of connecting the Premises to the public mains for the purpose of water, gas, air, foul and surface water drainage, electricity, oil, telephone, television, radio, communications, internet, data communications and similar supplies to and from the Premises.
2. The right to use the Premises from any adjoining premises owned or occupied by the Landlord.
3. [The right in and to the Premises and all others authorised by the Landlord to:
 - a) use for the purpose of gaining access on foot only to and egress from the Premises by way of the courtyards and emergency escapes within the Premises and the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - b) use for the purpose of gaining access to and egress from the Premises by way of the estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
 - c) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in paragraph 3, the Tenant of this Lease does not include any right over the Premises or the Landlord's Neighbouring Property in relation to the provisions of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1969) 1 W.L.R. 1754.]

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Second Schedule

to the Landlord

1. The right to the passage of foul and surface water drainage, electricity, oil, telephone, heating, gas, internet, data communications and similar supplies or utilities through the Conduits at the adjoining or neighbouring premises
2. The right to enter the Premises
 - a) to review or measure the performance of the Premises including to install and to monitor the same within or relating to the Premises and to prepare an Environmental Performance Report;
 - b) to estimate the current Environmental Performance of the Premises for insurance or other purposes.
3. If the relevant work cannot be carried out without entry onto the Premises, the right to enter them to:
 - a) build on or into any land on or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any adjoining premises
4. [Where the Tenant (in its Environmental Performance Policy) consents, the right to enter the Premises to carry out any works to improve their Environmental Performance.]
5. The right to enter the Premises if the Landlord is expressly entitled or required to do under this Lease or otherwise for reasonable purposes in connection with this Lease provided that
 - a) the Landlord gives the Tenant at least 14 days prior notice (except in the case of an emergency, when the Landlord may give as much notice as may be reasonably practicable);
 - b) the Landlord observes the Tenant's privacy, but where that includes being accompanied by the Tenant or a representative available to the Tenant;
 - c) the Landlord observes any specific requirements of the Tenant;
 - d) the Landlord causes as little interference with the Tenant's business as reasonably practicable;
 - e) the Landlord causes as little physical disturbance as reasonably practicable;
 - f) the Landlord repairs any physical damage caused as soon as reasonably practicable;
 - g) the Landlord obtains the Tenant's approval to the location, method of working, hours of working, and execution of the works;
 - h) the Landlord remains upon the Premises only where it is reasonably necessary; and
 - i) the Landlord exercises its rights outside the normal business hours of the Premises only where it is reasonably necessary.

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| 6. | The right to use or equipment on the roof of the Premises and a route as the Landlord may require.] |
| 7. | The right to construct, demolition, alteration or redevelopment (or permit others to do so) as the Landlord in its absolute discretion determines whether or not these works interfere with the flow of light and air to the Premises; the right in connection with those works to underpin the Premises as the Landlord: |
| a) | giving notice of the works to be carried out; |
| b) | consent from the Landlord to the management of potential interference; |
| c) | taking such steps as are necessary to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises; |
| d) | taking such steps as are necessary to ensure compliance with all relevant standards of construction and workmanship; |
| e) | taking such steps as are necessary to reduce any interference to the Premises by noise, dust or vibration, taken into consideration the Tenant's suggestions and proposals; |
| f) | making good any damage to the Premises or its contents. |
| 8. | The right, without charge, to place scaffolding on the exterior of the Premises in accordance with the rights under this Lease provided that: |
| a) | any damage caused by the scaffolding is made good as soon as reasonably practicable, with any other damage to the Premises made good; |
| b) | the scaffolding is erected at the least obstruction as is reasonably practicable to the entrance to the Premises; |
| c) | the scaffolding does not display 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 obtained written consent from the Landlord; |
| d) | if the sign or signage is obstructed or interfered with by the scaffolding, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that the sign or signage remains visible; |
| 9. | The right to use any part of the neighbouring Property for any purpose whatsoever and without being subject to any restrictions or conditions stipulated upon the Tenant. |
| 10. | The right to use any adjoining premises owned by the Landlord for any purpose whatsoever and without being subject to any restrictions or conditions stipulated upon the Tenant. |
| 11. | All rights of reservation which now exist or that might (but for this lease) exist over the land. |

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1. Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.

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2. To make any alterations to the Premises in writing accompanied by all necessary information to the reasonable satisfaction of the Landlord that the material is necessary for the Tenant's business and will be kept in accordance with the requirements of the Regulations.

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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. To obtain, maintain and comply with the terms and conditions of the necessary licence or registration which is required in connection with the Permitted Use and regulations relevant to the Permitted Use.

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5. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.

6. No vehicles or goods are to be allowed to remain in any service area within the Landlord's Neighbouring Property for longer than is reasonably necessary for the purposes of loading or unloading goods or supplies and no vehicles may remain overnight.

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7. To comply with any traffic regulations on the estate roads within the Landlord's Neighbouring Property.

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8. No mat, brush or refuse to be thrown out of the Premises, nor shall anything be thrown outside the Premises.

9. Not to place any refuse or inflammable waste or refuse in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority.

10. Not to overload the Premises nor any machinery or equipment at the Premises for serving the Premises.

11. No blind shall be placed over the windows of the Premises without the previous written approval of the Landlord in writing and type.

12. Not without written consent to allow any item to be stored or left on any open space, materials, tools, machinery or refuse.

Rule – Regulations

Written consent to keep any inflammable, volatile, or dangerous substances on the Premises.

under paragraph 1 in writing accompanied by all necessary information to the reasonable satisfaction of the Landlord that the material is necessary for the Tenant's business and will be kept in accordance with the requirements of the Regulations.

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cles on the Landlord's Neighbouring Property.

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ten consent to allow any item to be stored or left on any open space, materials, tools, machinery or refuse.