

SAMPLE

LR1. Date of lease	<<Insert date in full>>
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>> LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
LR3. Parties to this lease <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <i>a) The territory of incorporation</i> <i>b) The overseas company's registered office in the Companies House register, the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2018, the Act 2022. If the Landlord is an 'overseas entity ID'</i> <i>c) Where the entity is not a company, the place of business and the registered number in the Companies House register.</i> <i>Further details on overseas entities can be found in practice guide.</i>	Landlord <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>> Tenant <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>> Guarantor (if any) <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>> Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
LR4. Property <i>Insert a full description of the property being leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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Where there is a letting of part of the title, 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 that complies with 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 (if 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:
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 which contains the provisions

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

None

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

None

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

None

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

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

None

LR11. Easements

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

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

Schedule 1

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

Schedule 2

LR12. Estate rent charged on the Property

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

None

LR13. Application for planning permission or other restriction

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

N/A

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*

[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>>]

1. Definitions

1.1 In this
terms

ere the context otherwise requires, the following meanings;

‘Act of Insolvency’

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
tion order in relation to the Tenant or any guarantor;

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

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

ment of a voluntary winding-up in respect of the
guarantor, except a winding-up for the purpose of
r reconstruction of a solvent company in respect of
y declaration of solvency has been filed with the
panies;

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- (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 the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor being placed in liquidation (but excluding the liquidation of a company which is a subsidiary of the Tenant or any guarantor);
- (i) the making of an application for, or 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 Order 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) so far as they relate to a partnership referred to in the Limited Liability Partnerships Act 2000/1090) (as amended).

Act of Insolvency includes any and all proceedings that may be taken pursuant to the legislative provisions of any jurisdiction in relation to a tenant or guarantor incorporated or carrying on business in such relevant jurisdiction;

‘Annual Rent’ means £<<annual rent>> per year payable by the Tenant reviewed under the Fourth Schedule;

‘Arbitration’ means arbitration under the Arbitration Act 1996 by a single arbitrator agreed by the Landlord and Tenant or, failing such agreement, appointed by the President (or the Chief Officer) of the Royal Institution of Chartered Surveyors (or other person) 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, steam, gas, oil and surface water drainage, electricity, oil, telecommunications, gas, water, sewerage, internet, data communications and other services; and

‘Energy Performance Certificate’ has the meaning given to it in the Energy Performance of Buildings (England and Wales) Regulations 2002;

‘Environmental Performance’ means all or any of the following:

- (a) the consumption of energy and the generation of greenhouse gas emissions;
- (b) the consumption of water;
- (c) waste generation and management;
- (d) any other environmental impact of the Premises; or

operation of

‘Independent Expert’

‘Insurance Rent’

‘Insured Risks’

‘Interest’

‘Landlord’

**‘Landlord’s
Neighbouring
Property’**

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ent valuer agreed by the Landlord and Tenant or in
t nominated by the President (or the Chief Officer or
r) for the time being of the Royal Institution of
s at the written request of the Landlord or the Tenant;

the Landlord of:

ises 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

y excess or deductible under any insurance policy
d 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

re (including subterranean fire), lightning, explosion,
sidence, landslip, heave, earthquake, burst or
pes, tanks or apparatus, impact by aircraft or other
any 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;

e 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;

entitled to the immediate reversion to this Lease;

dings owned by the Landlord near to the Premises;

‘Open Market Rent’

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the date at which the Premises as a whole might be let on the Relevant Review Date by a willing landlord to a tenant on an open market with vacant possession and without any other inducement for a term of years equivalent to the [Term][residue of the 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:

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

(c) 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 Landlord's obligations in this Lease;

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

(e) if, in the event of the hypothetical lease the willing tenant will accept, there is a period of a rent-free period, rent concession or any other inducement of a length or amount that might be negotiated in the event of a fitting-out for fitting-out purposes and that the Open Market Rent that would become payable after the end of that period is a concession or payment of that inducement;

(f) 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:

(i) the determination of the Annual Rent;

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

(iii) any provision in this Lease; and

(iv) any exclusions>>

(v) any provision that would have any effect on rent of:

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

(ii) any work carried out on the Premises due to the carrying on there of the business of the Tenant or any lawful sub-tenant (whether by the Tenant or their respective predecessors in such business);

(iii) any work carried out on the Premises that the Tenant or any other party with a special interest in the Premises might make by reason of its occupation of the Premises;

(iv) any work lawfully carried out during the Term by the Tenant or any lawful sub-tenant at their own expense with the Landlord's consent other than in pursuance of an obligation to the Landlord or their predecessors in title;

(v) any work attributable to works that have been carried out on the Premises or the Tenant's predecessors in title or lawful

(vi) any work attributable to any temporary works, operations or other works on any adjoining premises;

‘Permitted Use’

the term "Permitted Use" means use within use classes [B2, and B8 and E(g)] as defined in the Town and Country Planning (Use Classes) Order 1987]

	OR	
	[WALES ONLY: means use with reference to Class B1 and B8] of the Town and Country Planning (Use Classes) Regulations 2004;	
‘Premises’	means the property described in paragraph 1.1 of the Lease and includes all other fixtures and fittings (other than tenant’s fixtures and fittings) on the beginning of this Lease;	
‘Rent’	means all sums reserved as rent in the Lease;	
‘Rent Commencement Date’	means <<date on which rent is first payable>> [in each of the years of this Lease];	
‘Rent Days’	means [25 March, 24 June, 29 September] in each year;	
‘Review Date’	means <<date>> [in each of the years of this Lease] the “Review Date” will be construed according to the provisions of the Lease;	
‘Surveyor’	means the surveyor or architect appointed by the Landlord;	
‘Tenant’	includes successors in title and assigns;	
‘Term’	means the term specified in paragraph 1.2 of the Lease and any statutory extension or continuation of holding over;	
‘Title Matters’	means the matters (if any) set out in the list of documents affecting the land in the Lease; <<insert documents>>;	
‘Underletting Requirements’	means the following: <ul style="list-style-type: none"> (a) that the underlease is at a rent not less than the open market rent for the Premises, payable on the same Rent Days; (b) that the underlease excludes the provisions of the Landlord and Tenant Act 1954 (other than (a) and (c) above) of the Lease; (c) that the underlease is not granted for a term in excess of 25 years or a reverse premium; (d) that the underlease does not contain a provision for a rent-free period (except one which is reasonable in the circumstances of the Lease); (e) that the underlease contains no provision for a rent-free period (except one which is reasonable in the circumstances of the Lease); (f) that the underlease contains no provision for a rent-free period (except one which is reasonable in the circumstances of the Lease); 	

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‘VAT’

- 1.1 If the Lease contains provisions prohibiting dispositions of or with the underlet premises other than an assignment of the whole and then only with the prior written consent of the Landlord, the Tenant shall receive a direct covenant from the Landlord to observe and perform all the tenant's covenants in the Lease.
- 1.2 If the Lease contains provisions requiring the undertenant to pay all rent the whole of the Insurance Rent and other charges, the Annual Rent, payable by the Tenant under this Lease, then the Lease contains any other provisions that are relevant in regard to the terms of this Lease and the nature of the Underlease;
- 1.3 The Lease is constituted by the Value Added Tax Act 1994 (and any amendments) and expressly stated references to rent or other monies payable are exclusive of any VAT charged or chargeable).
- 1.2 Unless otherwise requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
- 1.2.2 reference to any day other than a Saturday, Sunday or Bank Holiday in England and Wales;
- 1.2.3 reference to a statute is a reference to that statute or to any statute or re-enacted at the relevant time;
- 1.2.4 reference to this Agreement and each of the Schedules and or supplemented at the relevant time;
- 1.2.5 reference to this Agreement; and
- 1.2.6 reference to a clause of this Agreement (other than a paragraph of the relevant Schedule).
- 1.3 In this Agreement:
- 1.3.1 the word "person" includes a natural person, corporate or otherwise (whether or not having separate legal personality);
- 1.3.2 singular number include the plural and vice versa;
- 1.3.3 gender include any other gender;
- 1.3.4 reference to the Term include any sooner determination of the Term by effluxion of time;
- 1.3.5 reference to the Tenant not to do an act or thing includes an obligation not to suffer such act or thing to be done;

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 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

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

2.2.1 equal payments in advance by bankers' standing (it if the Landlord so requires) on the Rent Days, e made on the date of this Lease for the period t Commencement Date and ending on the day ay;

2.2.2 o time the Insurance Rent;

2.2.3 om the Tenant to the Landlord under this Lease;

2.2.4 er this Lease.

3. Tenant's Co

3.1 The e Landlord:

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

3.1.2 this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether 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

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

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T) on the Rent payable; and

from the Landlord's dealing with its own interests.

3.1.4

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

3.1.5

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

3.1.6

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

3.1.7

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

3.1.8

de and the inside of the Premises as often as is and also in the last three months before the end of the Term, changes in the external colour scheme must first be agreed with the Landlord. All decoration must be carried out in a good and lasting manner using good quality materials that are appropriate to the Premises and include all appropriate preparatory work.

3.1.9

the Premises which are not built upon clean and level ground.

3.1.10

the Premises to the Landlord in the repair and condition in which they were received at the start of the lease;

3.1.11

requires, to remove all items the Tenant has fixed to the Premises and to remove any alterations the Tenant has made to the Premises and to make good any damage caused to the Premises by the Tenant's possessions from the Premises; and

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

3.1.11

the Term, any of the Tenant's possessions remain on the Premises.

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the Tenant fails to remove them within <<e.g. 7 days>> requested in writing by the Landlord to do so:

as the agent of the Tenant sell the possessions;

indemnify the Landlord against any liability incurred by any party whose possessions have been sold by the Landlord on the mistaken belief that the possessions belonged to the Tenant;

the Landlord must pay to the Tenant the sale proceeds after deduction of costs of transportation, storage and sale incurred by the Landlord;

3.1.12

the Landlord must, at all reasonable times on reasonable prior notice, permit the Tenant or its agents to enter and inspect the Premises and:

the Landlord must, if its agents or Surveyor gives to the Tenant (or its agents) notice of any repairs or maintenance which the Landlord has failed to carry out or of any other failure by the Landlord with its obligations under this Lease, to repair the failure or remedy such failure in accordance with the notice given, within two months from the date of the notice (or sooner if possible);

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

3.1.13

the Landlord is entitled to exercise any right to enter the Premises to inspect, measure, test, or carry out any work, or to permit its agents, contractors, agents and professional advisors, to do so, 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;

3.1.14

the Landlord shall, on demand on an indemnity basis all costs, charges and 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 shall comply with all the covenants of this Lease;

the Tenant shall, in addition to the other obligations in this Lease, including the obligation to give service of a notice under section 146 of the Law of Property Act 1925;

the Tenant shall, in addition to the other obligations in this Lease, whether or not the consent is withdrawn, or consent is granted or lawfully refused, in cases where the Landlord is required to act or to give consent, if the Landlord unreasonably refuses to give consent;

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s to the Premises to improve their Environmental
ere the Tenant in its absolute discretion, has
Landlord doing so;] and

d service of a schedule of dilapidations served no
ths after the end of the Term.

3.1.15

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mises for any illegal or immoral purpose;

Premises as sleeping accommodation or for
es;

y on at the Premises any offensive, noisy or
ade, business, manufacture, occupation or thing;

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es only for the Permitted Use [and only between
and 6PM Mondays to Fridays (and not on bank
holidays)].

3.1.16

ons:

emises with any adjoining premises;

external or structural alterations to the Premises;

alteration to the Premises which would, or may
pected to, have an adverse effect on the asset
ergy Performance Certificate commissioned in
mises;] and

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l in clause 3.1.17 below,] not to make any internal
tions of a non-structural nature to the Premises
rd's prior written consent (such consent not to be
held or delayed).

3.1.17

L

hout consent from the Landlord erect, alter or
e-mountable partitioning which does not affect the
ses or adversely affect the mechanical ventilation
he Premises or have an adverse impact on the
nance of the Premises and which shall be treated
bject to the Tenant:

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

works in a good and workmanlike manner and in
any necessary permission, consent or approval
tute;

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emises to their former state and condition on or
f the Term if the Landlord by notice in writing

SAMPLE

- ent to do so; and
- Landlord of the cost of any alterations or additions to the Premises (except any which are trade or tenant's alterations) as soon as practicable and so that the Landlord is not liable for any failure to affect any necessary increase in the value of the Premises are insured unless the Tenant provides the Landlord with the necessary information.]
- 3.1.18 The Construction (Design and Management) Regulations 2007 shall apply to any works carried out to the Premises and the Landlord's consent is required for them under this clause. The Tenant shall comply with the Regulations and to provide the Landlord with a written health and safety file upon completion of the works.
- 3.1.19 The Tenant shall, fascia notice or advertisement on the outside of the Premises to be visible outside the Premises other than a sign of the Tenant's trading name in the position specified by the Regulations. The sign shall be of a size and material approved by the Landlord and at the expense of the Tenant. The Tenant shall remove any sign and make good any damage caused by the sign to the satisfaction of the Landlord.
- 3.1.20 The Tenant shall have the following obligations in respect of the Premises:
- The Tenant shall comply with all laws relating to the Premises or to the Tenant's use of the Premises;
 - The Tenant shall provide a copy of receipt by the Tenant of any notice or other communication affecting the Premises to send a copy to the Landlord without delay to take all necessary steps to comply with the notice or other communication and take any other action in accordance with the notice as the Landlord acting reasonably may require;
 - The Tenant shall obtain any planning permission in relation to the Premises or the use of the Premises in written consent of the Landlord;
 - The Tenant shall comply with any planning permissions relating to or affecting the Premises.
- 3.1.21 The Tenant shall comply with the Construction (Design and Management) Regulations 2007 and before commencing any works to make a declaration under Regulation 4(8) to the effect that the Tenant is not electing for the purposes of the Regulations, to give the Landlord the right of the election and to fulfil the obligations of the Regulations.
- 3.1.22 The Premises shall be equipped with all fire prevention detection and alarm system which is required by law or by the insurers of the Premises and reasonably required by the Landlord and to maintain the system in good working order and allow the Landlord to inspect it from time to time;
- 3.1.23 The Tenant shall notify the Landlord promptly of any defect or disrepair in the Premises and shall make the Landlord liable under any law or under

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or written consent of the Landlord to apply for an
ce Certificate in respect of the Premises.

3.1.21

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

otify the Landlord; and

help the Landlord in any way that the Landlord
nt that acquisition so long as the Landlord meets
s and it is not adverse to the Tenant's business

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3.1.22

on:

emises on trust for another;

other to occupy the whole or any part of the

share the possession or occupation of the whole
Premises;

whole or any part of the Premises;

only of the Premises;

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Premises as a whole without the prior written
andlord, provided that the Landlord may as a
y consent require compliance with the conditions

t only of the Premises; and

e Premises as a whole without the prior written
andlord provided that the Landlord may as a
consent impose one or more of the Underletting

3.1.23

andlord may impose in relation to an assignment of
le are:

is not someone who, immediately before the
ment, was either a guarantor of the Tenant's
this Lease or a guarantor of the obligations given
nt of this Lease under an authorised guarantee

enter into an agreement guaranteeing that the
orm all the tenant's covenants in this Lease (an
antee Agreement") in such form as the Landlord
equire;

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is in the Landlord's reasonable opinion of sufficient to enable it to comply with the Tenant's covenants contained in this Lease;

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f standing acceptable to the Landlord acting into a guarantee and indemnity of the Tenant's s Lease in such form as the Landlord may e;

enters into a rent deposit deed in such form as the sonably require with the Landlord providing for a s than <<e.g. six>> months' Annual Rent (plus as at the date of the assignment) as security for performance of the tenant's covenants in this Lease r the deposit; and

rrears of the Annual Rent or any other outstanding this Lease and that any material breach of enant has been remedied.

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3.1.24

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).

3.1.25

ce:

e requirements of the Landlord's insurers and not o anything which could invalidate any insurance;

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s or omits to do anything which increases any n payable by the Landlord to repay the increased ndlord on demand.

3.1.26

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

3.1.27

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

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3.1.28

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

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

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the Tenant's rights; or

any alterations.

3.1.29 In addition to the obligations covered by the indemnity in clause 3.1.28, the

the Tenant of the claim as soon as reasonably receiving notice of it;

at with any information and assistance in relation the Tenant may reasonably require, subject to the the Landlord all costs incurred by the Landlord in information or assistance; and

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

3.1.30 Regulations set out in the Third Schedule and any regulations made by the Landlord from time to time in state management.

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

3.1.32 Any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other notified copy of the relevant document together with of the relevant registered titles to the Landlord.

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

3.1.34 To deliver to the Landlord the original of this Lease as the Landlord reasonably requires to close and to remove entries in relation to it noted against the title.

3.1.35 If any guarantor of the Tenant's obligations under solvent and if the Landlord so requires to procure acceptable to the Landlord enters into a deed of the Landlord in the same terms as the original guarantor.

4. Landlord's

4.1 The Landlord shall be bound to the Tenant:

4.1.1 The Landlord shall be bound to the Tenant in paying the rents and other sums due and obligations under this Lease, to permit the Tenant to

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of the Premises without any interruption by the person claiming under or in trust for the Landlord permitted by the Lease.

4.1.2 The Insured (other than any plate glass at the Premises) shall be indemnified by the Insured Risks for the full reinstatement of the Premises, including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Insured is not negligent in respect of the subject:

being available in the London insurance market on terms which are acceptable to the Landlord; and

subject to any exclusions or limitations as the insurers may apply.

4.1.3 The Insured shall, as soon as practicable after receipt of any money received (other than for loss of rent) to repair the damage, use such money to repair the damage. The Landlord shall not be obliged to:

provide a replacement of the damaged part of the Premises which is of a standard identical in layout or design so long as it is of a standard reasonably equivalent to that previously at the Premises; and

provide a replacement of the damaged part of the Premises if the Tenant has failed to pay any of the Insurance Premium.

4.2 If, following the destruction of the Premises after a notice has been served under clause 4.2, the Landlord considers it expedient 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 Tenant in respect of each of the tenant covenants of this Lease. Any insurance (other than any insurance for plate glass) shall belong to the Landlord.

5. Provisos and Conditions

5.1 The Tenant shall not be entitled to assign, sublet, or otherwise dispose of the Premises or any part of them, or to use the Premises for any purpose other than that specified in the Lease, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

5.1.1 The Tenant shall not be entitled to assign, sublet, or otherwise dispose of the Premises or any part of them, or to use the Premises for any purpose other than that specified in the Lease, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

5.1.2 The Tenant shall not be entitled to assign, sublet, or otherwise dispose of the Premises or any part of them, or to use the Premises for any purpose other than that specified in the Lease, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

5.1.3 The Tenant shall not be entitled to assign, sublet, or otherwise dispose of the Premises or any part of them, or to use the Premises for any purpose other than that specified in the Lease, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

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5.2 If the Premises are destroyed or damaged by any Insured Risk so as to be unfit for occupation or use by the Tenant, the insurance is not vitiated and payment of the sum insured wholly or in part through any act, neglect or default of the Tenant or a fair proportion of it will cease to be payable until the reconstruction for a period of three years or until the reconstruction or occupation or use by the Tenant, whichever is the shorter.

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

5.4 The Tenant acknowledges that no person who is not a party to this Lease has no right to enforce or prevent the enforcement of the Contracts (Rights of Third Parties) Act 1999 to 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 specified 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 given in connection with this Lease must be in writing and must be delivered by first class post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address to which the recipient has specified as its address for service for the purpose of 'working days' notice under this clause 6.

6.2 A notice given to:

6.2.1 a limited liability partnership registered in the United Kingdom shall be served at its registered office;

6.2.2 an individual who is not incorporated in a country outside the United Kingdom shall be served at the address for service in the United Kingdom set out in the deed or document to which they are a party or if no such address has been given at their last known address in the United Kingdom;

6.2.3 shall be served:

(a) in the case of the Landlord, at any postal address in the United Kingdom from time to time for the registered proprietor on which is set out in paragraph LR2.1 at the beginning of this Lease and to which such address is given, at its last known address in the United Kingdom;

(b) in the case of the Tenant, at the Premises;

(c) in the case of a guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and

other party, at their last known address in the

6.3 Any [REDACTED] delivered as served on the second working day after the date [REDACTED] first-class post or special delivery or at the time [REDACTED] or left at the recipient's address if delivered to or left at [REDACTED]

6.4 If a notice is received on a day that is not a working day or after 5:00PM, the notice 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 [REDACTED] this Lease at any time [after <<insert date>>] by giving [REDACTED] more than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.

7.2 If the [REDACTED] Clause 7, this will not affect the rights of any party for all [REDACTED] obligation in this Lease.

7.3 The [REDACTED] the Tenant all payments of Rent that relate to a [REDACTED] of this Lease.]

8. [Termination

8.1 The Tenant shall terminate this Lease at any time [after <<insert date>>] by giving the Landlord written 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.

8.2 This Lease shall terminate following a notice given by the Tenant if the Tenant is not in compliance with the obligations set forth in this Lease and gives up possession of the Premises and leaves behind no continuing underleases.

8.3 [The [REDACTED] Lease 8 is personal to the Tenant named in paragraph LR3 [REDACTED] Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist [REDACTED]

8.4 If the [REDACTED] Clause 8, this will not affect the rights of any party for a [REDACTED] obligation in this Lease.

8.5 The [REDACTED] [REDACTED] the Tenant all payments of Rent that relate to a period of [REDACTED] of this Lease.]

9. [Guarantor'

9.1 The c

9.1.1 [REDACTED] andlord that the Tenant will comply with all the [REDACTED] this Lease. If the Tenant defaults, the Guarantor [REDACTED] and comply with those obligations;

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9.1.2 Landlord as primary obligor, and separate to the 9.1.1 above, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant or the rents or comply with the Tenant's covenants (as set out in supplemental documents to this Lease); and

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9.1.3 Landlord as primary obligor to indemnify the Tenant for losses, costs, damages and expenses caused to the Tenant proposing or entering into any company arrangement, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 9.

9.2 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 working days, on the Guarantor's option either:

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9.2.1 pay the cost (including payment of the Landlord's costs) of the disclaimer or forfeiture of the Lease of the Premises:

(a) 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, depending on the date when this Lease would have been struck off the register, forfeiture or striking-off had not happened;

(b) any other sums payable at the date of the forfeiture or disclaimer, which would be payable save for any rent

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being reviewed on the term commencement date of the Lease. There is a rent review under this Lease that falls due on the term commencement date that has not been concluded by the date of the Lease being reviewed as at the date of the concluded rent review.

9.2.2 Rent Review Dates on each Rent Review Date under this Lease, or after the term commencement date of the new Lease, shall be on the same terms and conditions as this Lease; or

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9.2.2 If the Tenant is in arrears of the rents, any outgoings and all other sums due under this Lease plus the amount equivalent to the total of the arrears of all other sums due under this Lease that would be payable by the Tenant for a period of 6 months following the disclaimer, forfeiture or striking-off of the Lease, the Guarantor must pay the Landlord's costs (on a full indemnity basis) in respect of the grant of the lease.

9.3 If the Landlord, at the discretion of the Landlord, releases the Tenant from its obligations under this clause 9 (but that will not affect the rights in relation to any prior breaches).

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9.4 If the Landlord, at the discretion of the Landlord, releases the Tenant from its obligations under this clause 9 (but that will not affect the rights in relation to any prior breaches).

9.5 The Guarantor shall not be reduced or discharged by:

- a) any failure by the Landlord to enforce in full, or any delay in enforcement of, or any concession allowed to the Tenant or any other person;
- b) any failure by the Landlord to exercise any right or remedy against the Tenant for any breach of the Lease or to require the Tenant to perform its due under this Lease or observe the Tenant's obligations under the Lease;
- c) any failure by the Landlord to accept any rent or other payment due to the Landlord under the Lease (except that a surrender of part will end the liability in respect of the surrendered part);
- e) any failure by the Landlord to counterclaim that the Tenant or the Guarantor may be entitled to;
- f) any failure by the Landlord to claim any benefit by reason of a disability or change in the constitution or status of the Guarantor or of any other person who is liable, or of the assets of the Guarantor or of any other person who is liable;
- g) any failure by the Landlord to claim any benefit by reason of a merger by any party with any other person, any acquisition of the whole or any part of the assets or any other person by any other person;
- h) any failure by the Landlord to claim any benefit by reason of the occurrence in relation to the Guarantor of an Act of Insolvency;
- i) any failure by the Landlord to obtain a release by the Landlord by deed.

9.6 The Guarantor shall not be released from its obligations in competition with the Landlord in the insolvency of the Guarantor or of any other person to make any security, indemnity or guarantee from the assets of the Guarantor or of any other person in respect of the Tenant's obligations under this Lease.

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

- a) if the term of the Lease expires;
- b) if the Guarantor is released from the tenant covenants under this Lease by the Landlord pursuant to the Landlord and Tenant (Covenants) Act 1995; or
- c) if the Landlord releases the Guarantor in accordance with clause 10.1.

10. [Tenant Option to Extend Lease]

10.1 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>> years to and including <<insert extended lease term>> years, on the same terms and conditions set forth in this Lease, except as modified by the following covenants and conditions below:

10.1.

exercise this said option, then the Tenant shall with written notice no earlier than the date which is be served to exercise option e.g. 12 or 9) months prior to the expiration of the term of the the date which is <<last notice period to exercise hs>> _____ () months prior to the expiration se. If the Tenant fails to provide such notice, the further or additional right to extend or renew the

10.1.

not be transferable and shall be personal to the

11. Applicable

11.1 This with

contractual obligations arising out of or in connection law of England and Wales.

11.2 Subject be se exclu this L

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

11.3 Any arising contr

ce an order of the courts of England and Wales with this Lease, including in relation to any non- court of competent jurisdiction.

THIS LEASE has b dated

d and delivered on the day on which it has been

[Execution clauses

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative co e)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative co e)

Executed as a deed

Signature:

<<Landlord's Name
acting by a director
presence of

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
the common seal of
<<Guarantor's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary

OR (alternative completion)

Executed as a deed
<<Guarantor's Name>>
acting by [a director
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 for a natural person acting as 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, remove, or otherwise use, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, and to install, maintain, repair, replace, alter, extend, remove, or otherwise use, any such services in, on, over, under, or adjacent to the Premises or adjoining or neighbouring premises through the Conduits at the Premises;
2. The right to:
 - a) review or test the Environmental Performance of the Premises including to inspect, measure, monitor, or otherwise assess the Environmental Performance of the Premises and to install any equipment within or relating to the Premises and to prepare any report or certificate in connection with the review or test;
 - b) estimate the building cost of the Premises for insurance or any other purpose;
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 on, alter, extend, or otherwise use, any party walls on or adjacent to the Premises; and
 - b) inspect, measure, monitor, or otherwise assess the Environmental Performance of the Premises or to build or carry out other works upon any adjoining premises;
4. [Where the Tenant consents (in its sole discretion) consents, the right to enter the Premises to carry out works to improve their Environmental Performance.]
5. The right to do anything that the Landlord is expressly entitled or required to do for any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 working days' prior notice (except in the case of emergency, in which case the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy (but where that includes being accompanied by the Tenant, the Landlord must make that representative available);
 - c) observe the Tenant's right to the Landlord's entry set out in this Lease;
 - d) cause as little disruption to the Tenant's business as reasonably practicable;
 - e) cause as little noise and disturbance as reasonably practicable;
 - f) repair any damage caused by the Landlord causes as soon as reasonably practicable;
 - g) where entry is required for the purpose of carrying out works, obtain the Tenant's approval to the location, method of carrying out the works, and the material matters relating to the preparation for, and execution of, the works;
 - h) remain on the Premises no longer than is reasonably necessary; and
 - i) where relevant, not exercise any rights outside the normal business hours of the Tenant.

6. [The right to... for equipment on the roof of the Premises and a route as the Landlord may require.]
7. The right to... construction, demolition, alteration or redevelopment on any adjoining... (it others to do so) as the Landlord in its absolute discretion co... not these works interfere with the flow of light and air to the Pre... connection with those works to underpin and shore up the Prem... ord:
- a) giving th... works to be carried out;
 - b) consultin... the management of potential interference;
 - c) taking re... e that the works do not materially adversely affect the Tena... s business from the Premises;
 - d) taking in... standards of construction and workmanship;
 - e) taking re... e any interference to the Premises by noise, dust and vibra... consideration the Tenant's suggestions for limiting any inter...
 - f) making g... e to the Premises or its contents.
8. The right, w... plant and equipment onto the Premises and to place scaffo... the exterior of or outside any buildings on the Premises in... s rights under this Lease provided that:
- a) any scaff... on as reasonably practicable, with any damage caused t... nises made good;
 - b) the scaff... obstruction as is reasonably practicable to the entrance...
 - c) the scaff... ertising displayed on it (except for any health and safety no... to any other tenant whose premises are obstructed or interfere... g) unless the Tenant has consented to its display; and
 - d) if the Ten... s obstructed or interfered with by the scaffolding, the Land... nt to display a sign (approved by the Landlord) on the exte... front of the Premises so that it is visible to the public.
9. The right to... bouring Property for any purpose whatsoever and without impo... g or neighbouring premises any restrictions or conditions s... pon the Tenant.
10. The right to... or any adjoining premises owned by the Landlord from the Pre...
11. All rights of... nises that now exist or that might (but for this reservation) her land.

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Rule – Regulations

1. Not without the written consent to keep any inflammable, volatile, dangerous or explosive substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all the information necessary to the reasonable satisfaction of the Landlord that the alterations 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 Tenant's compliance with the Regulations of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct access to or from the Landlord's Neighbouring Property.
5. 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 of goods or supplies and no vehicles may remain overnight.
6. No mat, brush, rubbish or refuse to be taken outside the Premises, nor shall anything be thrown out of the Premises.
7. Not to place or deposit any refuse, waste or refuse in the bins but to dispose of such waste or refuse in accordance with the byelaws and in consultation with the Local Authority.
8. Not to overload the Premises nor any machinery or equipment at the Premises or in the vicinity of the Premises.
9. No blind shopfront or display to be erected without the previous written approval of the Landlord as to the colour 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 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.
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 to determine. The Landlord and the Tenant shall so agree the determination of the Open Market Rent will instigate the determination.
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 Landlord an opportunity to make counter submissions;
 - 3.4 give his decision, which will be binding on the parties.
4. The Independent Expert's charges shall be borne between the Landlord and the Tenant in the proportion that 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 has not been ascertained by any Relevant Review Date:
 - 5.1 the Tenant shall pay the Annual Rent to the Landlord until the date when the Open Market Rent has been ascertained, and the Annual Rent at the yearly rate payable for the period between the Relevant Review Date;
 - 5.2 upon the Open Market Rent being ascertained, 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 the difference to the Landlord within 10 working days after the date of demand, at the base rate of Barclays Bank plc calculated on a daily basis, and the Tenant shall pay interest on that difference from the date on which each instalment is payable to the date of payment. If not paid those sums shall be in arrears.
6. When the Open Market Rent has been 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 completion of the memorandum by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence in relation to the taking of any steps under this Schedule.

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