

# SAMPLE

<b>LR1. Date of lease</b>	<<Insert date in full>>
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>>  <b>LR2.2 Other title numbers</b> <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)>>
<b>LR3. Parties to this lease</b>  <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>  a) <i>The territory of incorporation</i>  b) <i>The overseas company's registered office address 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 number'</i>  c) <i>Where the entity is registered, the place of business and the registered number in the Companies House register.</i>  <i>Further details on overseas entities can be found in <a href="#">practice guide</a>.</i>	<b>Landlord</b> <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>>  <b>Tenant</b> <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>>  <b>Guarantor (if any)</b> <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>>  <b>Other parties</b> <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>>
<b>LR4. Property</b>  <i>Insert a full description of the property leased or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is referred to as</i>	<b>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.</b>  The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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Where there is a letting of part of the property, a plan must be attached to the lease and any floor levels must be specified.

**LR5. Prescribed statements etc**

If this lease includes a statement in LR5.1, insert under that sub-paragraph the relevant statement or refer to the relevant schedule or paragraph of a schedule to the lease which contains the statement.

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 Landlord and Tenant (Covenants) Rules 2003.

This lease is made under, or by virtue of, provisions of:  
the Leasehold Reform Act 1967  
the Leasehold Reform Act 1985  
the Leasehold Reform Act 1988  
the Leasehold Reform Act 1996

**LR6. Term for which the Property is let**

Include only the appropriate statement (or statements completed) from the three options below.

NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Rules 2003.

including the commencement date>>

including the expiry date>>

as specified in this lease at clause/paragraph << >>

as follows:  
the term>>

**LR7. Premium**

Specify the total premium, including VAT where payable.

premium or "none">>

**LR8. Prohibitions or restrictions on disposing of this lease**

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

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## LR9. Rights of acquisition

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

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

None

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

None

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

None

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

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

None

## LR11. Easements

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

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

Schedule 1

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

Schedule 2

## LR12. Estate rent charged on the Property

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

None

## LR13. Application for 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, tell us who  
against which title and set out the  
the restriction you are ap

Standard forms of restriction are  
Schedule 4 to the Land Registr  
2003.

**LR14. Declaration of trust where  
more than one person comp  
Tenant**

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

*If the Tenant is more than one person,  
complete this clause by omitting or  
inapplicable alternative statement*

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

nt is more than one person. They are to  
Property on trust for themselves as  
common in equal shares.】

nt is more than one person. They are to  
Property on trust <<Complete as  
>>】

**1. Definitions and Interpretation**

1.1 In this Agreement  
terms shall have

text otherwise requires, the following

**‘Act of Insolvency’**

means:

- (a)** the  
or  
cre
- (b)** the  
of a
- (c)** the  
filing  
app  
adr
- (d)** the  
rec  
gua
- (e)** the  
Ten  
am  
whi  
Reg
- (f)** the  
in r

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

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

intention to appoint an administrator, or the  
described documents in connection with the  
nistrator, or the appointment of an  
relation to the Tenant or any guarantor;

receiver or manager or an administrative  
property or income of the Tenant or any

voluntary winding-up in respect of the  
except a winding-up for the purpose of  
section of a solvent company in respect of  
on of solvency has been filed with the

a winding-up order or a winding-up order  
any guarantor;

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	<p>of the Tenant or any guarantor from the Register of the making of an application for the Tenant or any struck-off;</p> <p>any guarantor otherwise ceasing to exist (but excluding the Tenant or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.</p> <p>These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>This includes any analogous proceedings or events that may arise under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
<b>‘Annual Rent’</b>	<p>the Rent &gt;&gt; per year exclusive of VAT as reviewed under the provisions of the Rent Act 1968;</p>
<b>‘Arbitration’</b>	<p>arbitration under the Arbitration Act 1996 by a single arbitrator appointed by the Landlord and Tenant or in default of agreement appointed by the Chief Officer or acting Chief Officer) for the time being of the Institution of Chartered Surveyors on the written agreement of the Landlord or the Tenant;</p>
<b>‘Conduits’</b>	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, gas, telecommunications and similar supplies or utilities;</p>
<b>‘Energy Performance Certificate’</b>	<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>
<b>‘Environmental Performance’</b>	<p>the following:</p> <ul style="list-style-type: none"> <li>the consumption of energy and associated generation of greenhouse gas emissions;</li> <li>the consumption of water;</li> <li>the maintenance and management; and</li> <li>the environmental impact arising from the use or operation of the building.</li> </ul>
<b>‘Independent Expert’</b>	<p>an independent valuer agreed by the Landlord and Tenant or in default of agreement appointed by the Chief Officer or acting Chief Officer) for the time being of the Institution of Chartered Surveyors on the written agreement of the Landlord or the Tenant;</p>

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	<p>...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;</p>
<b>‘Insurance Rent’</b>	<p>...e Landlord of:</p> <p>...mises insured in accordance with the Landlord’s ...s Lease;</p> <p>...loss of Annual Rent;</p> <p>...public or third-party liability; and</p> <p>...ons of the Premises for insurance purposes from</p> <p>...y excess or deductible under any insurance policy ...d incurs or will incur in reinstating the Premises ...ction or damage by an Insured Risk;</p> <p>...ne amount that the insurers refuse to pay following ...duction by an Insured Risk to the Premises because ...ct or failure to act; and</p> <p>...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</p>
<b>‘Insured Risks’</b>	<p>...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 ...rers;</p>
<b>‘Interest’</b>	<p>...e rate of &lt;&lt;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;</p>
<b>‘Landlord’</b>	<p>...entitled to the immediate reversion to this Lease;</p>
<b>‘Landlord’s Neighbouring Property’</b>	<p>...dings owned by the Landlord near to the Premises;</p>



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	means use within use classes [B1 B2 and B8] of the Planning (Use Classes) Order 1987];
<b>‘Premises’</b>	described in paragraph LR4 at the beginning of this and all other fixtures and fittings in the Premises (other than fixtures and fittings);
<b>‘Rent’</b>	reserved as rent by this Lease;
<b>‘Rent Commencement Date’</b>	from which rent is first to be paid>>;
<b>‘Rent Days’</b>	[24 June, 29 September and 25 December] in each
<b>‘Review Date’</b>	of each of the years <<years>>] and "Relevant Review Date" as determined accordingly;
<b>‘Surveyor’</b>	the Engineer or architect from time to time appointed by the
<b>‘Tenant’</b>	in title and assigns;
<b>‘Term’</b>	specified in paragraph LR6 at the beginning of this
<b>‘Title Matters’</b>	(if any) set out in the following documents: <<insert details of documents affecting the landlord's title to the Premises>>;
<b>‘Underletting Requirements’</b>	<p>The Lease is at a rent not less than the then open market rent for the Premises, payable in advance on the Rent Days;</p> <p>The Lease excludes sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954;</p> <p>The Lease is not granted for a fine or premium or a reverse premium;</p> <p>The Lease does not give the undertenant a rent-free period (other than such as is reasonable to allow for any fitting out);</p> <p>The Lease contains provisions for change of use and assignment corresponding to those in this Lease;</p>



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

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

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

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

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

'VAT'

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

- 1.2 Unless requires, each reference in this Agreement to:
- 1.2.1 includes fax but not email;
- 1.2.2 erence to any day other than a Saturday, Sunday day in England and Wales;
- 1.2.3 on of a statute is a reference to that statute or or re-enacted at the relevant time;
- 1.2.4 reference to this Agreement and each of the d or supplemented at the relevant time;
- 1.2.5 ulate to this Agreement; and
- 1.2.6 s a reference to a clause of this Agreement (other t a paragraph of the relevant Schedule.
- 1.3 In thi
- 1.3.1 person includes a natural person, corporate or whether or not having separate legal personality);
- 1.3.2 ngular number include the plural and vice versa;
- 1.3.3 ender include any other gender;
- 1.3.4 of the Term include any sooner determination of an by effluxion of time;
- 1.3.5 Tenant not to do an act or thing includes an t or suffer such act or thing to be done;
- 1.3.6 neglect or default of the Tenant include the act, ny occupier of the Premises and their respective

- 1.3.7 The Plans shall not form part of this Lease and are not to be construed as construction or interpretation; and
- 1.3.8 The Plans shall not include any document supplemental or added into pursuant to its terms.
- 1.4 The Plans are for convenience only and shall not affect its interpretation.
2. **Demise and**
- 2.1 The Landlord demises to the Tenant for the Term together with (insofar as the Landlord is able to grant the same) the rights set out in the First Schedule, together with the rights reserved for the benefit of the Landlord's Neighbouring Tenements, and subject to the rights set out in the Second Schedule, and subject to the provisions of this Lease.
- 2.2 The Tenant shall pay to the Landlord the Rent as follows:
- 2.2.1 The Rent shall be paid in equal payments in advance by bankers' standing order (or by any other means if the Landlord so requires) on the Rent Days, the first payment to be made on the date of this Lease for the period from the Commencement Date and ending on the day of the first Rent Day;
- 2.2.2 The Rent shall include the Insurance Rent;
- 2.2.3 The Rent shall be paid from the Tenant to the Landlord under this Lease;
- 2.2.4 The Rent shall be paid for this Lease.
3. **Tenant's Covenants**
- 3.1 The Tenant shall covenants with the Landlord:
- 3.1.1 The Tenant shall pay the Rent to the Landlord at the times and in the manner stated without any legal defence, set-off or counterclaim unless required by law.
- 3.1.2 The Tenant shall pay the Rent to the Landlord if this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether or not), or if the Landlord refuses to accept rent so much of covenant, the Tenant must on demand pay the Rent as rent in arrears) calculated on a daily basis on the Rent refused from the due date until the date on which the Rent is paid.
- 3.1.3 The Tenant shall indemnify the Landlord against all existing and future rates, taxes, and financial impositions charged on the Premises (including VAT) on the Rent payable; and
- 3.1.4 The Tenant shall indemnify the Landlord against all charges incurred relating to the Premises (including but not limited to water and surface water drainage, electricity, oil, gas, telecommunications, internet, data communications and utilities supplied to the Premises (including all meter rents)).
- 3.1.5 The Tenant shall not claim any relief because it has been allowed during the Term to 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 the insurance money is refused by reason of any act, omission or negligence of the Tenant).
- 3.1.7 Renew all floor coverings in the Premises as often as is necessary and, in the final three months of the Term, renew all floor coverings of a colour and quality first class [or better than the original.]
- 3.1.8 Repaint the outside and the inside of the Premises as often as is necessary and also in the last three months before the end of the Term. Any changes in the external colour scheme must first be agreed in writing by the Landlord. All decoration must be carried out in a good and workmanlike manner using good quality materials that are appropriate to the Premises and include all appropriate preparatory work.
- 3.1.9 Repair the Premises which are not built upon clean and sound foundations.
- 3.1.10 At the end of the Term, the Tenant shall deliver the Premises to the Landlord in the repair and condition required by the Lease;
- 3.1.11 The Tenant shall also require, to remove all items the Tenant has brought into the Premises, remove any alterations the Tenant has made to the Premises and make good any damage caused to the Premises by that removal;
- 3.1.12 The Tenant shall remove the Tenant's possessions from the Premises; and
- 3.1.13 The Tenant shall deliver to 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 gas and electrical systems.
- 3.1.14 At the end of the Term, any of the Tenant's possessions remain in the Premises if the Tenant fails to remove them within <<e.g. 7 days>> or as requested in writing by the Landlord to do so:
- 3.1.15 The Landlord may as the agent of the Tenant sell the Tenant's possessions and
- 3.1.16 The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose possessions have been damaged or destroyed by the Landlord in the mistaken belief that the possessions were the Tenant's; and
- 3.1.17 The Tenant must pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Landlord.
- 3.1.18 The Landlord may at all reasonable times on reasonable prior notice enter and inspect the Premises and:
- 3.1.19 The 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 by the Tenant to comply with its obligations under this Lease, to

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provides and/or remedy such failure in accordance with a period of two months from the date of the failure (if required); and

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

3.1.1 The Tenant shall be entitled to exercise any right to enter the Premises to inspect, measure, test, investigate, photograph, film, record, or otherwise to take any action necessary to ensure compliance with the Lease, by the Tenant's agents, contractors, agents and professional advisors, at any reasonable time (whether or not during business hours) and, except in the case of an emergency after 24 hours' notice (which need not be in writing) to the Landlord.

3.1.1 The Tenant shall be liable 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 Tenant's obligations in this Lease;

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

the Tenant's obligations for consent under this Lease, where an application is withdrawn, or consent is granted or refused, except in cases where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;

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the Tenant's obligations to 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

the giving and service of a schedule of dilapidations served within six months after the end of the Term.

3.1.1 The Tenant shall not use the Premises for any illegal or immoral purpose; or for any purpose other than the Permitted Use;

the Tenant shall not use the Premises as sleeping accommodation or for any other purpose;

the Tenant shall not carry on at the Premises any offensive, noisy or disruptive trade, business, manufacture, occupation or activity;

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the Tenant shall use the Premises only for the Permitted Use [and only between the hours of 8AM and 6PM Mondays to Fridays (and not on public holidays)].

3.1.1 The Tenant shall not use the Premises with any adjoining premises; or for any purpose other than the Permitted Use;

the Tenant shall not carry out any external or structural alterations to the Premises;

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any alteration to the Premises which would, or may be expected to, have an adverse effect on the asset energy Performance Certificate commissioned in relation to the Premises;] and

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permitted in clause 3.1.17 below,] not to make any alterations or alterations of a non-structural nature to the Premises without the Landlord's prior written consent (such consent shall not be unreasonably withheld or delayed).

3.1.1

Without consent from the Landlord erect, alter or remove any free-mountable partitioning which does not affect the structure of the Premises or adversely affect the mechanical ventilation of the Premises or have an adverse impact on the performance of the Premises and which shall be treated as a breach of the obligations subject to the Tenant:

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the Landlord not less than <<notice period given to the Landlord for any work being carried out e.g. 2 months>> notice in writing of the intention to carry out any such works;

to carry out such works in a good and workmanlike manner and to obtain any necessary permission, consent or approval required under statute;

to restore the Premises to their former state and condition on or before the expiry of the Term if the Landlord by notice in writing requires the Tenant to do so; and

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to reimburse the Landlord of the cost of any alterations or additions to the Premises made by the Tenant (except any which are trade or tenant's alterations) as soon as practicable and so that the Tenant shall not be liable for any failure to affect any necessary alterations or additions for which the Premises are insured unless the Tenant is provided that information.]

3.1.1

the Construction (Design and Management) Regulations 2015 to any works carried out to the Premises and that the Landlord's consent is required for them under this clause and to provide the Landlord with a copy of the health and safety file upon completion of the works.

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3.1.1

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

3.1.2

the obligations in respect of the Premises:

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

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to acknowledge by 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 any law or other communication and take any other action

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with it as the Landlord acting reasonably may

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

any planning permissions relating to or affecting

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

Premises equipped with all fire prevention detection  
equipment which is required by law or by the insurers  
or reasonably required by the Landlord and to  
equipment and allow the Landlord to inspect it from

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

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

3.1.2

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

must notify the Landlord; and

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

3.1.2

on:

Premises on trust for another;

another to occupy the whole or any part of the

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

the whole or any part of the Premises;

part only of the Premises;

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

part only of the Premises; and

the Premises as a whole without the prior written  
Landlord provided that the Landlord may as a  
giving consent impose one or more of the  
requirements.

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Landlord may impose in relation to an assignment of the Lease the following conditions, which shall be in addition to the conditions set out in clause 3.1.1:

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

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

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

The assignee provides a deed of standing acceptable to the Landlord acting as a guarantor for the performance of the Tenant's obligations under this Lease in such form as the Landlord may reasonably require;

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

The assignee pays all arrears of the Annual Rent or any other sums due under this Lease and that any material breach of covenant by the Tenant has been remedied.

3.1.2

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

3.1.2

ce:

The assignee complies with the requirements of the Landlord's insurers and does not commit to do anything which could invalidate any insurance policy.

The assignee does not do anything which increases any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2

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The Landlord is not liable for the cost of all taxable supplies made to the Tenant in the Lease on the due date for making any payment or, where applicable, for which that supply is made for VAT purposes.

3.1.2

The Landlord is not obliged, under or in connection with this Lease, to refund to any other person any sum by way of a refund or amount equal to any VAT incurred on that sum by any person, except to the extent that the Landlord or assignee is entitled to a credit for such VAT under the Value Added Tax Act 1994.

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The Tenant indemnifies the Landlord against all actions, claims, damages, expenses, charges and costs incurred by the Landlord or its agents in connection with the Lease.

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third party and the Landlord's own liabilities, costs and in defending or settling any action, claim or any personal injury or death, damage to any extent 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 In the event that the Tenant is covered by the indemnity in clause 3.1.28, the

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

the Tenant with any information and assistance in connection with the claim that the Tenant may reasonably require, the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and

the Tenant (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.1.3 The Tenant shall comply with all regulations set out in the Third Schedule and any other regulations made by the Landlord from time to time in connection with the state management.

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

3.1.3 The Tenant shall, on any assignment, transfer, underlease or charge of the Premises by the Tenant, any undertenant or any other person, provide a certified copy of the relevant document together with a copy of the relevant registered titles to the Landlord.

3.1.3 The Tenant shall, on or before the date of compulsory registration at the Land Registry, provide a copy of the relevant document to the Land Registry and once the registration has been completed to provide a copy of the relevant titles to the Landlord.

3.1.3 The Tenant shall, on or before the date of this Lease, deliver to the Landlord the original of this Lease and shall, at the request of the Landlord, remove entries in relation to it noted against the relevant title.

3.1.3 The Tenant shall, if any guarantor of the Tenant's obligations under this Lease is not solvent and if the Landlord so requires to procure a guarantor acceptable to the Landlord enters into a deed of guaranty with the Landlord in the same terms as the original guarantor.

#### 4. Landlord's

4.1 The Landlord shall, at the request of the Tenant:

4.1.1 The Landlord shall, on or before the date of this Lease, permit the Tenant to pay the rents and other sums due and to discharge the 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. (other than any plate glass at the Premises) by the Insured Risks for the full reinstatement of professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the subject:

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

any exclusions or limitations as the insurers may

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4.1.3. All necessary planning and other consents, to use the money received (other than for loss of rent) to repair the Premises. The Landlord shall not be obliged to:

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

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

use the Premises after a notice has been served under clause 4.2.

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4.2. If, following the destruction of the Premises, the Landlord considers it not practicable to reinstate the Premises, the Landlord may give notice to the Tenant. On giving notice this Lease shall terminate without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any insurance (other than any insurance for plate glass) shall belong to the Landlord.

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## 5. Provisos and conditions

5.1. The period of time for which the rent is allowed to be in arrears e.g. 3 months or becoming due (whether formally demanded or not).

5.1.2. The Tenant's failure to comply with this Lease; or

5.1.3. The Tenant's insolvency.

5.2. The Tenant's failure to pay the rent for the Premises (or any part of them) at any time after the expiry of the period of time for which the rent is allowed to be in arrears (but this will not affect any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease).

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

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- than <<notice period to terminate lease e.g. 3 or 6  
take effect at any time.
- Clause 7, this will not affect the rights of any party  
gation in this Lease.
- the Tenant all payments of Rent that relate to a  
of this Lease.]
- this Lease at any time [after <<insert date>>] by  
than <<notice period to terminate lease e.g. 3 or  
to take effect at any time.
- date following a notice given by the Tenant if the  
ent due up to the date of determination and gives  
s and leaves behind no continuing underleases.
- Clause 8 is personal to the Tenant named in paragraph  
lease and will end on the date of the first deed of  
Lease or on the date when that Tenant ceases to
- Clause 8, this will not affect the rights of any party  
gation in this Lease.
- the Tenant all payments of Rent that relate to a  
of this Lease.]
- the grant of this Lease (or as the case may be  
actually bound to enter into this Lease) the Landlord  
in the form set out in schedule 1 to the Regulatory  
(England and Wales) Order 2003.
- Tenant (or a person on behalf of the Tenant) made  
out in paragraph 7] [statutory declaration in the  
f schedule 2 to the 2003 Order.
- applicable, the person who made the declaration  
with the Tenant's authority.
- agree pursuant to section 38A(1) of the Landlord  
sections 24 to 28 (inclusive) of the Landlord and  
in relation to the tenancy created by this Lease.
- confirm that there is no agreement to which the
- before the grant of this Lease (or as the case  
s contractually bound to enter into this Lease) the  
antor a notice in the form set out in schedule 1 to  
ess Tenancies) (England and Wales) Order 2003.
- they made a [declaration in the form set out in  
aration in the form set out in paragraph 8] of  
]
- f applicable, the person who made the declaration  
so with the Guarantor's authority.

10. **[Guarantor's]**

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Landlord that the Tenant will comply with all the  
this Lease. If the Tenant defaults, the Guarantor  
and comply with those obligations;

Landlord as primary obligor, and separate to the  
1.1 above, to indemnify the Landlord against all  
es and expenses caused to the Landlord by the  
the rents or comply with the Tenant's covenants  
supplemental documents to this Lease); and

Landlord as primary obligor to indemnify the  
ses, costs, damages and expenses caused to the  
ant proposing or entering into any company  
, scheme of arrangement or other scheme having  
he effect of impairing, compromising or releasing  
tions of the Guarantor in this clause 10.

he discretion notifies the Guarantor within three  
disclaimer or forfeiture of this Lease or the Tenant  
of companies, the Guarantor must, within ten  
s option either:

a cost (including payment of the Landlord's costs)  
ase of the Premises:

ng and taking effect on the date of the disclaimer  
this Lease or the Tenant being struck off the  
panies and ending on the date when this Lease  
ded if the disclaimer, forfeiture or striking-off had

ent and other sums payable at the date of the  
clamer or which would be payable save for any  
n;

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

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

the same terms and conditions as this Lease; or

10.2.

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

Guarantor must pay the Landlord's costs (on a full  
in respect of the grant of the lease.

on receipt of the payment in full, the Landlord must  
s future obligations under this clause 10 (but that

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11. **Applicable**

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

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ther than a release by the Landlord by deed.

ed from its future obligations under this Lease at

This Lease expires;

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

releases the Guarantor in accordance with clause

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

Any provisions in this Lease requiring a dispute to arbitration, the courts of England and Wales have no jurisdiction over any dispute arising out of or in connection with this Lease, save in so far as it relates to any non-contractual obligations.

be 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 been made and delivered on the day on which it has been dated

[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 completion)**

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

*Signature:*

Director

*Signature:*

[Director][Secretary]

**OR (alternative completion)**

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

*Signature:*

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address \_\_\_\_\_

**OR (execution clause for an individual)**

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

*Signature:*

Signature of witness

Name (in BLOCK CAPITALS)

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

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

**OR (alternative completion)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative completion)**

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

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

**OR (execution clause for individual)**

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

Signature:

Signature of witness

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

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

[Execution clauses]

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

<<affix seal here>>

\_\_\_\_\_  
Director

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

**OR (alternative completion)**

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

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

Director

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

[Director][Secretary]

**OR (alternative completion)**

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

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

Director

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

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

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

**OR (execution clause by an individual)**

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

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



Signature of witness

Name (in BLOCK CAPITALS)

Address

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## Rights Granted to the Tenant

1. The right to lay, alter or repair mains for the supply of gas, water, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar supplies or uses.
2. The right to prevent access to the Premises from any adjoining premises owned by the Landlord.
3. [The right in clause 3.1 shall include the right to permit the Tenant and all others authorised by the Landlord to:
- a) use footpaths and rights of way gaining access on foot only to and egress from the Premises through the Landlord's Neighbouring Property courtyards and emergency escapes within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
- b) use footpaths and rights of way gaining access to and egress from the Premises through estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
- c) <<insert other rights to be granted to the Tenant>>.]
4. [Except as mentioned above, no part of this Lease does not include any right over the Landlord's Neighbouring Property under section 62 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows*.

## Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, extend, remove, or otherwise deal with, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, equipment and installations, in, on, over, under, adjacent to or in the vicinity of the Premises, including any conduits, ducts, pipes, cables, wires, conduits at the Premises or in any adjoining or neighbouring premises through the Premises;
2. The right to:
  - a) review, inspect, test, measure, monitor, install, maintain, repair, replace, alter, extend, remove, or otherwise deal with any equipment within or relating to the Premises and any adjoining or neighbouring premises;
  - b) estimate, assess, calculate, determine, or otherwise ascertain the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are reasonably necessary, the right to enter the Premises and carry out the works, which may be reasonably carried out without entry onto the Premises, including:
  - a) building, erecting, installing, maintaining, repairing, replacing, altering, extending, removing, or otherwise dealing with any structure, or party walls on or adjacent to the Premises; and
  - b) inspecting, testing, measuring, monitoring, installing, maintaining, repairing, replacing, altering, extending, removing, or otherwise dealing with any structure, or party walls on or adjacent to the Premises; and
4. [Where the Tenant consents (in its sole discretion) consents, the right to enter the Premises to carry out the works to improve their Environmental Performance.]
5. The right to enter the Premises and carry out the works, which may be reasonably carried out without entry onto the Premises, including:
  - a) giving notice of the works to the Tenant, which notice must be given at least 14 working days' prior notice (except in the case of emergency works, in which case the Landlord must give as much notice as may be reasonably practicable);
  - b) observing the works, which observation must be accompanied by the Tenant's representative, who must make that representative available to the Landlord at all times;
  - c) observing the works, which observation must be accompanied by the Tenant's representative, who must make that representative available to the Landlord at all times;
  - d) causing the works to be carried out in such a manner as to cause the least disruption to the Tenant's business as reasonably practicable;
  - e) causing the works to be carried out in such a manner as to cause the least disruption to the Tenant's business as reasonably practicable;
  - f) repairing any damage caused by the works, which repair must be carried out as soon as reasonably practicable after the completion of the works;
  - g) where the works involve the use of heavy machinery or equipment, obtain the Tenant's approval to the location, method, timing, and duration of the works, and any other material matters relating to the preparation and execution of the works;
  - h) remain on the Premises for a period no longer than is reasonably necessary; and
  - i) where the works involve the use of heavy machinery or equipment, exercise any rights outside the normal business hours.

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

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## Rule – Regulations

1. Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises, including a copy of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
5. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain on the Premises overnight.
6. No mat, brush, or rubbish to be thrown out of the Premises.
7. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of such waste in accordance with the bye-laws and in consultation with the Local Authority.
8. Not to overload the Premises nor any machinery or equipment at the Premises for the purpose of serving the Premises.
9. No blind shopfront or display without the previous written approval of the Landlord in writing and type.
10. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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## Rent Review Provisions

1. The Annual Rent payable by the Tenant 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 and so agree the determination of the Open Market Rent by the Independent Expert.
3. The Independent Expert shall:
  - 3.1 act as an arbitrator;
  - 3.2 invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
  - 3.3 give the 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 continue to 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 and the date when the Open Market Rent has been ascertained;
  - 5.2 upon the Open Market Rent being ascertained, the Landlord will demand the difference (if any) between the Annual Rent actually payable from such Relevant Review Date and the amount that would have been payable if the Open Market Rent had been ascertained before the Relevant Review Date;
  - 5.3 the Tenant shall pay to the Landlord within 10 working days after the date when the Open Market Rent has been ascertained, interest on the difference at the base rate of Barclays Bank plc calculated on a daily basis from the date on which each instalment of that difference from the date on which each instalment is payable to the date of payment. If not paid those instalments 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 when the Open Market Rent has been ascertained by or on behalf of the Landlord and the Tenant.
7. Time is not of the essence of the taking of any steps under this Schedule.

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