

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</i> <i>the Tenant pursuant to the Tenant's Crime (Transparency) Regulations 2018 (Act 2022). If the Landlord is an 'overseas entity ID'</i> <i>c) Where the entity is not registered in the Companies House register, 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</i> <i>or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is not a warehouse or storage unit.</i>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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

LR5. Prescribed statements etc

If this lease includes a statement 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 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 Registration Rules 2003.

including the commencement date>>

including the expiry date>>

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

as follows:
the term>>

LR7. Premium

Specify the total premium, including VAT where payable.

premium or "none">>

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

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LR9. Rights of acquisition

Insert the relevant provisions of the lease, clauses or refer to the relevant paragraph of a schedule 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 restriction

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

N/A

apply for each of them, tell us who
against which title and set out the
the restriction you are applying

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

LR14. Declaration of trust where more than one person comprises the Tenant

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

If the Tenant is more than 10 days late in paying the Rent, the Landlord may, at its option, complete this clause by omitting or inserting the following alternative statement, as applicable:

It is more than one person. They are to property on trust for themselves as joint

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

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

1. Definitions and Interpretations

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

text otherwise requires, the following

‘Act of Insolvency’

means:

- (a) the or cre
(b) the of a
(c) the filin app adr
(d) the rec gua
(e) the Ter am whi Rec
(f) the in r

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

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

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

owner, driver 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
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>
‘Annual Rent’	<p>the Rent >> per year exclusive of VAT as reviewed under the provisions of the Rent Act 1968;</p>
‘Arbitration’	<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>
‘Conduits’	<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>
‘Energy Performance Certificate’	<p>the Energy Performance Certificate given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012;</p>
‘Environmental Performance’	<p>the following:</p> <ul style="list-style-type: none"> the consumption of energy and associated generation of greenhouse gas emissions; the consumption of water; the maintenance and management; and the environmental impact arising from the use or operation of the building;
‘Independent Expert’	<p>an independent valuer agreed by the Landlord and Tenant or in default of agreement appointed by the President (or the Chief Officer or acting Chief Officer) of the Institution of Chartered Surveyors;</p>

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	(r) for the time being of the Royal Institution of s at the written request of the Landlord or the Tenant;
‘Insurance Rent’	<p>the Landlord of:</p> <p>ises 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>ay 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 uction by an Insured Risk to the Premises because ct or failure to act; and</p> <p>increased premiums that the insurers may require e carrying out or retention of any permitted e Tenant’s or any lawful occupier’s use of the</p>
‘Insured Risks’	<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 ers;</p>
‘Interest’	<p>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;</p>
‘Landlord’	<p>entitled to the immediate reversion to this Lease;</p>
‘Landlord’s Neighbouring Property’	<p>dings owned by the Landlord near to the Premises;</p>

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‘Premises’	described in paragraph LR4 at the beginning of this all other fixtures and fittings in the Premises (other s and fittings);
‘Rent’	erved as rent by this Lease;
‘Rent Commencement Date’	hich rent is first to be paid>>;
‘Rent Days’	4 June 29 September and 25 December] in each
‘Review Date’	each of the years <<years>>] and "Relevant Review ed accordingly;
‘Surveyor’	r or architect from time to time appointed by the
‘Tenant’	in title and assigns;
‘Term’	ecified in paragraph LR6 at the beginning of this
‘Title Matters’	(if any) set out in the following documents: <<insert ecting the landlord's title to the Premises>>;
‘Underletting Requirements’	<p>ase is at a rent not less than the then open market ises, payable in advance on the Rent Days;</p> <p>ase excludes sections 24 to 28 (inclusive) of the nant Act 1954;</p> <p>ase is not granted for a fine or premium or a reverse</p> <p>ase does not give the undertenant a rent-free period ch is reasonable to allow for any fitting out);</p> <p>ase contains provisions for change of use and sponding to those in this Lease;</p> <p>ase contains provisions for review of the rent underlease on the basis and dates on which the o be reviewed under this Lease;</p> <p>ase contains provisions prohibiting dispositions of or ith the underlet premises other than an assignment whole and then only with the prior written consent</p>

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

se contains provisions requiring the undertenant to
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
ing regard to the terms of this Lease and the nature
Underlease;

'VAT'

constituted 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 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
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 rule to this Agreement; and
- 1.2.6 is a reference to a clause of this Agreement (other
a paragraph of the relevant Schedule.
- 1.3 In this
- 1.3.1 person includes a natural person, corporate or
whether or not having separate legal personality);
- 1.3.2 singular number include the plural and vice versa;
- 1.3.3 gender 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 do not form part of this Lease and are not to be
s construction or interpretation; and
- 1.3.8 lease include any document supplemental or
ed into pursuant to its terms.
- 1.4 The l
its int
- ent are for convenience only and shall not affect

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, and the Tenant agrees to accept the same, reserving for the benefit of the Landlord's Neighbouring Rights the rights set out in the Second Schedule, and subject to the provisions of the Third Schedule.

2.2 The Tenant

2.2.1 The Tenant shall make equal payments in advance by bankers' standing order (or by cash if the Landlord so requires) on the Rent Days, the first of which shall 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 Tenant shall pay to time the Insurance Rent;

2.2.3 The Tenant shall pay to the Landlord from the Tenant to the Landlord under this Lease;

2.2.4 The Tenant shall pay for this Lease.

3. **Tenant's Co**

3.1 The Tenant shall be bound to the Landlord:

3.1.1 The Tenant shall pay the Rent 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 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

from the Landlord's dealing with its own interests.

3.1.4 The Tenant shall indemnify the Landlord against all charges incurred relating to the Premises, including but not limited to, and surface water drainage, electricity, oil, gas, telecommunications, internet, data communications and other utilities supplied to the Premises (including all meter rents).

3.1.5 The Tenant shall indemnify the Landlord for any loss or damage to the Premises, including relief because it has been allowed during the Term, and shall make good that loss to the Landlord on demand.

3.1.6 The Tenant shall keep the Premises in good and substantial repair and condition and shall repair any damage to the Premises where damage results from any of the risks insured by the Landlord has insured under Clause 4.1.2 unless the Landlord's insurance money is refused by reason of any act, omission or negligence of the Tenant).

3.1.7 The Tenant shall replace all floor coverings in the Premises as often as necessary and, in the final three months of the Term, renew

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th floor coverings of a colour and quality first
ord.])

3.1.8

de and the inside of the Premises as often as is
and also in the last three months before the end
nges in the external colour scheme must first be
ord. All decoration must be carried out in a good
ing good quality materials that are appropriate to
ide all appropriate preparatory work.

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3.1.9

he Premises which are not built upon clean and
ruction.

3.1.1

:
emises to the Landlord in the repair and condition
s Lease;

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so requires, to remove all items the Tenant has
emises, remove any alterations the Tenant has
remises and make good any damage caused to
y that removal;

he Tenant's possessions from the Premises; and
o the Landlord all documents held by the Tenant
th and safety matters including (but not limited to)
ety assessments, asbestos surveys and reports,
sments and reports, and certificates relating to
as systems.

3.1.1

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

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may as the agent of the Tenant sell the

ust indemnify the Landlord against any liability
o any third party whose possessions have been
dlord in the mistaken belief that the possessions
e Tenant; and

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

3.1.1

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

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

es not comply with clause 3.1.12 a), to permit the
ter the Premises and carry out the works at the
nse and to pay to the Landlord on demand

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3.1.1

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as a contractual debt) the proper expenses of such
g all legal costs, Surveyor's and other fees).

led to exercise any right to enter the Premises to
s, contractors, agents and professional advisors,
ses at any reasonable time (whether or not during
and, except in the case of an emergency after
ple notice (which need not be in writing) to the

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

nt of the tenant covenants of this Lease;

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

n by the Tenant for consent under this Lease,
plication is withdrawn, or consent is granted or
d, except in cases where the Landlord is required
ly and the Landlord unreasonably refuses to give

works to the Premises to improve their
Performance where the Tenant in its absolute
consented to the Landlord doing so;] and

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

Premises for any illegal or immoral purpose;

e Premises as sleeping accommodation or for
oses;

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

emises only for the Permitted Use [and only
urs of 8AM and 6PM Mondays to Fridays (and not
ys or public holidays)].

ons:

Premises with any adjoining premises;

y external or structural alterations to the Premises;

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

itted in clause 3.1.17 below,]not to make any
ns or alterations of a non-structural nature to the

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without the Landlord's prior written consent (such consent may be unreasonably withheld or delayed).

3.1.1

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Without consent from the Landlord erect, alter or re-mountable partitioning which does not affect the structure or adversely affect the mechanical ventilation of the Premises or have an adverse impact on the structural integrity of the Premises and which shall be treated as subject to the Tenant:

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

such works in a good and workmanlike manner and in accordance with any necessary permission, consent or approval required under statute;

to restore the Premises to their former state and condition on or before the end 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 fixtures) as soon as practicable and so that the Tenant shall not be liable for any failure to affect any necessary works for an amount for which the Premises are insured unless the Landlord provides that information.]

3.1.1

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the Construction (Design and Management) Regulations 2007 to any works carried out to the Premises and the Landlord's consent is required for them under this clause and the Regulations and to provide the Landlord with a written health and safety file upon completion of the works.

3.1.1

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

3.1.2

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Obligations in respect of the Premises:

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

on 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 connection with it as the Landlord acting reasonably may require.

to obtain all necessary planning permission in relation to the Premises and the Landlord's prior written consent of the Landlord;

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

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

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the 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 maintain the equipment and allow the Landlord to inspect it from time to time;

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

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

3.1.2

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

which the Tenant must notify the Landlord; and

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

3.1.2

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on:

(a) the Premises on trust for another;

(b) another to occupy the whole or any part of the Premises;

(c) the Tenant to have or share the possession or occupation of the whole or any part of the Premises;

(d) the Tenant to have the whole or any part of the Premises;

(e) the Tenant to have part only of the Premises;

(f) the Tenant to have the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of giving consent require compliance with the provisions of clause 3.1.23;

(g) the Tenant to have part only of the Premises; and

(h) the Tenant to have the Premises as a whole without the prior written consent of the Landlord provided that the Landlord may as a condition of giving consent impose one or more of the provisions of clause 3.1.23.

3.1.2

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the Landlord may impose in relation to an assignment of the Premises the following conditions are:

(a) 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;

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to enter into an agreement guaranteeing that the Tenant will perform all the tenant's covenants in this Lease (an "Indemnity Agreement") in such form as the Landlord may require;

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provided that the Tenant is in the Landlord's reasonable opinion of good financial standing to enable it to comply with the covenants and conditions contained in this Lease;

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

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

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

3.1.2

the Tenant agrees at any time during the Term to enter the Premises for the purpose of showing 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

the Tenant agrees:

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

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the Tenant does or omits to do anything which increases any premium payable by the Landlord to repay the premium to the Landlord on demand.

3.1.2

the Tenant is responsible for the cost of all taxable supplies made to the Tenant in connection with this 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 Tenant is obliged, under or in connection with this Lease, to reimburse to any other person any sum by way of a refund or credit equal to any VAT incurred on that sum by that person, except to the extent that the Landlord or its agents is entitled to a credit for such VAT under the Value Added Tax Act 1990.

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3.1.2

the Tenant agrees to indemnify the Landlord against all actions, claims, damages, third party, all costs, damages, expenses, charges, losses, claims of third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or damages, including any personal injury or death, damage to any property or loss of any right arising from:

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the deterioration of the condition of the Premises or the Tenant's use of the Premises;

the exercise of the Tenant's rights; or

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of any alterations.

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

3.1.3 In the event of any assignment, transfer, underlease or charge of the Premises by the Tenant, any undertenant or any other person, the Tenant shall 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 be responsible for the cost of registration at the Land Registry, and the date of this Lease to apply 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 be responsible to deliver to the Landlord the original of this Lease and to remove entries in relation to it noted against the relevant title.

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

4. Landlord's obligations

4.1 The Landlord shall be responsible to the Tenant:

4.1.1 The Landlord shall be responsible for paying the rents and other sums due and for the performance of the obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord or any person claiming under or in trust for the Landlord, except as permitted by the Lease.

4.1.2 The Landlord shall be responsible for the cost of any repairs (other than any plate glass at the Premises) to the Premises 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 Tenant is not responsible for the subject:

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being available in the London insurance market on terms acceptable to the Landlord; and
does not contain any exclusions or limitations as the insurers may

4.1.3 If 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.

4.2 If, following destruction of the Premises, the Landlord considers it not reasonably 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 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 Tenant.

5. Provisos and warranties

5.1 The premises shall be let on a lease for a term of years, the length of time rent is allowed to be in arrears e.g. 3 months, becoming due (whether formally demanded or not) on the last day of the month.

5.1.2 The Tenant shall not assign or sublet the Premises without the written consent of the Landlord; or

5.1.3 The Tenant shall not use the Premises for any illegal or immoral purpose or for any purpose which is contrary to public policy or decency.

5.1.4 The Tenant shall not use the Premises (or any part of them) at any time after the expiry of the term of the Lease, and the Lease shall end (but this will not affect any right or remedy of the Tenant in respect of the Lease).

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

5.3 Nothing in this Lease shall release the Tenant from the obligation to observe and comply with 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 the provisions of the Contracts (Rights of Third Parties) Act 1999 to the detriment of the Tenant.

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 as a warehouse or storage unit.

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- for and in connection with this Lease.
- 5.6 The Tenant warrants that it has not entered into this Lease in reliance on any representation or warranty made by or on behalf of the Landlord.
6. **Notices**
- 6.1 Any notice in connection with this Lease must be in writing and sent by first class post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address if the recipient has specified as its address for service in writing the 'working days' notice under this clause 6.
- 6.2 A notice shall be served on:
- 6.2.1 If the Landlord is an individual liability partnership registered in the United Kingdom, at its registered office;
- 6.2.2 If the Landlord is a company or incorporated in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are a party or if no such address has been given at their last known address in the United Kingdom;
- 6.2.3 If the Landlord is a limited liability partnership, as served:
- 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 the Lease; if no such address is given, at its last known address in the United Kingdom;
- the Tenant, at the Premises;
- a guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and
- any other party, at their last known address in the United Kingdom.
- 6.3 Any notice shall be served as served on the second working day after the date of the notice by first class post or special delivery or at the recipient's address if delivered to or left at the recipient's address if delivered to or left at the recipient's address.
- 6.4 If a notice is served on a day that is not a working day or after 5:00PM, it shall be treated as served at 9:00AM on the immediately following working day.
- 6.5 Service by email is not a valid form of service under this Lease.
7. **[Termination]**
- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving notice to the Tenant of not less than <<notice period to terminate lease e.g. 3 or 6 months>> and the termination shall take effect at any time.
- 7.2 If the Landlord terminates this Lease under Clause 7, this will not affect the rights of any party under the Lease or any obligation in this Lease.
- 7.3 The Landlord shall release the Tenant all payments of Rent that relate to a period of not less than <<notice period to terminate lease>> of this Lease.]

8. **[Termination]**

- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord notice of not less than <<notice period to terminate lease e.g. 3 or 6 months>> and the termination is to take effect at any time.
- 8.2 This clause shall not apply following a notice given by the Tenant if the Tenant is in arrears of Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The clause 8 is personal to the Tenant named in paragraph LR3 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.]
- 8.4 If the clause 8, this will not affect the rights of any party in relation to the assignment in this Lease.
- 8.5 The Landlord shall release the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

9. **Exclusion of liability**

- 9.1 The Tenant shall, before the grant of this Lease (or as the case may be before the Tenant is contractually bound to enter into this Lease) the Landlord shall serve on the Tenant a notice in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.2 The Tenant (or a person on behalf of the Tenant) made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant shall, if applicable, the person who made the declaration shall be made with the Tenant's authority.
- 9.4 The Landlord and the Tenant shall agree pursuant to section 38A(1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995) in relation to the tenancy created by this Lease.
- 9.5 The Landlord and the Tenant shall confirm that there is no agreement to which the Tenant is bound.
- 9.6 [The Tenant shall, before the grant of this Lease (or as the case may be before the Tenant is contractually bound to enter into this Lease) the Landlord shall serve on the Tenant a notice in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.7 The Tenant shall, if they made a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of the Tenant shall be made with the Tenant's authority.
- 9.8 The Landlord shall, if applicable, the person who made the declaration shall be made with the Guarantor's authority.

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

- 10.1 The Guarantor shall, on the grant of this Lease, warrant to the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall be liable to the Landlord and comply with those obligations;
- 10.1.1 The Guarantor shall, as primary obligor, and separate to the obligations of the Guarantor under 10.1 above, to indemnify the Landlord against all

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es and expenses caused to the Landlord by the
the rents or comply with the Tenant's covenants
supplemental documents to this Lease); and

10.1.

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.

10.2 If the
month
being
work

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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:

10.2.

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

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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
claimer 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

10.3 If cla
inden

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

10.4 If cla
relea
will n

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on receipt of the payment in full, the Landlord must
s future obligations under this clause 10 (but that
ghts in relation to any prior breaches).

10.5 The C

ot be reduced or discharged by:

a)

son to enforce in full, or any delay in enforcement
or any concession allowed to the Tenant or any

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- b) giving any right or remedy against the Tenant for any sums due under this Lease or observe the Tenant's obligations under this Lease;
- c) requiring the Landlord to accept any rent or other payment due under this Lease;
- d) requiring the Tenant to surrender the Lease (except that a surrender of part will end the Lease only in respect of the surrendered part);
- e) requiring the Tenant to counterclaim that the Tenant or the Guarantor may be liable to the Landlord;
- f) requiring the Tenant to indemnify the Landlord for any disability or change in the constitution or status of the Landlord or of any other person who is liable, or of the Guarantor, in connection with this Lease;
- g) requiring the Tenant to indemnify the Landlord for any merger by any party with any other person, any acquisition of the whole or any part of the assets or liability by any other person;
- h) requiring the Tenant to indemnify the Landlord for any interference in relation to the Guarantor of an Act of God or any other person;
- i) requiring the Tenant to indemnify the Landlord for any release by the Landlord by deed.

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

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

- a) the term of this Lease expires;
- b) the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
- c) the Guarantor releases the Guarantor in accordance with clause 10.6.

11. Applicable Law

11.1 This Lease shall be governed by the law of England and Wales.

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

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

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

<<Affix seal here>>

Director

Director/Secretary

OR (alternative completion)

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

Signature:

Director

Signature:

[Director][Secretary]

OR (alternative completion)

Executed as a deed by <<Tenant's Name>> acting by a director in the 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
<<Guarantor'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
<<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 use and maintain the mains for the Premises for the supply of gas, oil, telephony, electricity, water, heating, ventilation, air, foul and surface water drainage, electricity, communications, internet, data communications and similar services to the Premises.
2. The right to use and maintain the Premises from any adjoining premises owned or occupied by the Landlord.
3. [The right in and to the Premises and all others authorised by the Landlord to:
 - a) use for the purpose of the Premises including obtaining access on foot only to and egress from the Premises, courtyards and emergency escapes within the Premises [which are shown edged green on the plan attached to this Lease];
 - b) use for the purpose of the Premises including obtaining access to and egress from the Premises by means of private estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
 - c) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in the preceding paragraph, the Tenant of this Lease does not include any right over the Premises by virtue of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1969) 1 W.L.R. 1632.]

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Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, remove, or otherwise deal with, 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, remove, or otherwise deal with, any conduits, cables, pipes, ducts, or other infrastructure, including any equipment, within or relating to the Premises and adjoining or neighbouring premises through the Premises;
2. The right to:
 - a) review, inspect, test, measure, monitor, install, maintain, repair, replace, alter, remove, or otherwise deal with, any equipment within or relating to the Premises and adjoining or neighbouring premises;
 - b) estimate, assess, or determine 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 adjoining or neighbouring premises, and to carry out or have carried out without entry onto the Premises, any works, including:
 - a) building, erecting, installing, maintaining, repairing, replacing, altering, 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, removing, or otherwise dealing with, any structure, or to erect, rebuild or carry out other works upon any structure, or to carry out any other works, on or adjacent to the Premises, at the Landlord's discretion.
4. [Where the Tenant's consent is required, the Landlord, at the Landlord's discretion) consents, the right to enter the Premises and adjoining or neighbouring premises to improve their Environmental Performance.]
5. The right to enter the Premises and adjoining or neighbouring premises, and to carry out or have carried out without entry onto the Premises, any works, including:
 - a) giving notice of the Landlord's entry to the Tenant, in writing, at least 7 working days' prior notice (except in the case of emergency, where the Landlord must give as much notice as may be reasonably practicable);
 - b) observing the Premises and adjoining or neighbouring premises (but where that includes being accompanied by the Tenant, the Landlord must make that representative available to the Tenant);
 - c) observing the Premises and adjoining or neighbouring premises in accordance with the Landlord's entry set out in this Lease;
 - d) causing the Landlord to enter the Premises and adjoining or neighbouring premises as reasonably practicable;
 - e) causing the Landlord to enter the Premises and adjoining or neighbouring premises as reasonably practicable;
 - f) repairing the Premises and adjoining or neighbouring premises, or causing the Landlord to repair the Premises and adjoining or neighbouring premises, as soon as reasonably practicable;
 - g) where the Landlord is carrying out works, obtain the Tenant's approval to the location, method, timing, and other material matters relating to the preparation and carrying out of the works;
 - h) remain on the Premises and adjoining or neighbouring premises for no longer than is reasonably necessary; and
 - i) where the Landlord is carrying out works, exercise any rights outside the normal business hours.

6. [The right to use the roof of the Premises and a route as the Landlord may require.]
7. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (or 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 to be kept in connection with those works to underpin and shore up the Premises and the Landlord:
- a) giving notice of the works to be carried out;
 - b) consulting the Landlord as to the management of potential interference;
 - c) taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
 - d) taking steps to ensure that the works comply with all relevant standards of construction and workmanship;
 - e) taking steps to ensure that the works do not produce any interference to the Premises by noise, dust or vibration, and taking into consideration the Tenant's suggestions for limiting such interference;
 - f) making good any damage to the Premises or its contents.
8. The right, with the consent of the Landlord, to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the works referred to in paragraph 7, subject to the Tenant's rights under this Lease provided that:
- a) the scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
 - b) the scaffolding is removed as soon as is reasonably practicable to the end of the works;
 - c) the scaffolding is painted and decorated in a colour and style of advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has agreed otherwise;
 - d) if the scaffolding obstructs or interferes with the signage, 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 whatsoever upon the Tenant.
10. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever 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 the written consent to keep any inflammable, volatile, or dangerous or explosive materials on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all the necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the requirements.
3. When requested by the Landlord to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the access to 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 of goods or supplies and no vehicles may remain 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 requirements of the byelaws 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 to be erected 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 will instead be determined by the Independent Expert.
3. The Independent Expert shall:
 - 3.1 act as an arbitrator;
 - 3.2 invite the Tenant to submit to him a proposal for the Open Market Rent with supporting documentation;
 - 3.3 give the 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 Annual 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 of demand the sum of the difference between the base rate of Barclays Bank plc calculated on a daily basis and the rate of interest payable on a daily basis of that difference from the date on which each instalment of that difference 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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