

LR1. Date of lease	date in full>>
LR2. Title number(s)	Landlord's title number(s) ...er(s) out of which this lease is granted. ...k if not registered. ...andlord's title number(s)>> Other title numbers ...le number(s) against which entries of ...ferred to in LR9, LR10, LR11 and LR13 ...made. ...her title number(s)>>
LR3. Parties to this lease <i>Give full names, addresses and registered number, if any, of each party. For Scottish companies add an SC prefix and for limited liability partnerships add an OC prefix. For foreign companies add the territory in which incorporated.</i>	...ame of Landlord>> ...dress of Landlord>> ...company number>> ...ame of Tenant>> ...dress of Tenant>> ...company number>> (if any) ...ame of Guarantor>> ...dress of Guarantor>> ...company number>> Other parties ...capacity of each party, for example ...ent company", "guarantor", etc. ...ame of other party>> ...dress of other party>> ...company number>>
LR4. Property <i>Insert a full description of the property leased or Refer to the clause, schedule or part of a schedule in this lease in which the property being leased is more fully described. 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.</i>	In the event of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. ...erty [shown edged red on the plan attached to this lease and] known as <<Insert Property>>

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<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement LR5.1, insert under that sub relevant statement or refer to schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Act provisions which do not apply to this lease.</i></p>	<p><i>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.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>the Leasehold Reform Act 1967</i></p> <p><i>the Leasehold Reform Act 1985</i></p> <p><i>the Leasehold Reform Act 1988</i></p> <p><i>the Leasehold Reform Act 1996</i></p>
<p>LR6. Term for which the Property is let</p> <p><i>Include only the appropriate statement (or statements if more than one completed) from the three options below.</i></p> <p><i>NOTE: The information you provide to, here will be used as part of the information to identify the lease under rule 6 of the Landlord and Tenant (Covenants) Registration Rules 2003.</i></p>	<p><i>including the commencement date>></i></p> <p><i>including the expiry date>></i></p> <p><i>as specified in this lease at clause/paragraph << >></i></p> <p><i>as follows:</i></p> <p><i>term>></i></p>
<p>LR7. Premium</p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none">></i></p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the words of the provision.</i></p>	<p><i>contains a provision that prohibits or restricts dispositions.</i></p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions of the Landlord and Tenant (Covenants) Act 1995, or refer to the clause, paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><i>tenant's contractual rights to renew the lease, to acquire the reversion or another interest in the Property, or to acquire an interest in the Property.</i></p>

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ord's contractual rights to acquire

LR10. Restrictive covenants given by the Landlord in respect of the Property other than the Property

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

ements granted by this lease for the benefit of the Property

ements granted or reserved by this lease for the benefit of other

M

LR12. Estate rentcharge burdened on the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

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LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction, you may use one clause to apply for each of them, together with the title against which it is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.

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LR14. Declaration of trust where there is more than one person comprising the 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 inserting the applicable alternative statements.

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

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

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

1. Definitions and Interpretation

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

'Act of Insolvency'

means

(a)

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

(b)

... for an administration order or the making of an administration order in relation to the Tenant or

(c)

... of intention to appoint an administrator, the filing of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any

(d)

... receiver or manager or an administrative receiver in relation to any property or income of the Tenant or

(e)

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

(f)

... for a winding-up order or a winding-up order in relation to the Tenant or any guarantor;

(g)

... Tenant or any guarantor from the Register of Companies, or the making of an application for the Tenant or any guarantor to be struck-off;

(h)

... guarantor otherwise ceasing to exist (but not if the Tenant or any guarantor dies); or

(i)

lication for a bankruptcy order, the
for a bankruptcy order or the making of
st the Tenant or any guarantor.

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It apply in relation to a partnership or
ed in the Partnership Act 1890 and the
1907 respectively) subject to the
the Insolvent Partnerships Order 1994
(1994), and a limited liability partnership (as
by Partnerships Act 2000) subject to the
in the Limited Liability Partnerships
2000) (as amended).

any analogous proceedings or events
to the legislation of another jurisdiction
antor incorporated or domiciled in such

‘Annual Rent’

mea

year exclusive of VAT;

‘Conduits’

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transmission of water, gas, air, foul and
electricity, oil, telephone, heating,
et, data communications and similar

‘Interest’

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nt per year above the base rate for the
plc or (if base rate or that bank ceases
lent rate notified by the Landlord to the

‘Landlord’

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d to the immediate reversion to this

'Landlord's Neighbouring Property'

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owned by the Landlord near to the

‘Permitted Use’

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‘Premises’

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her fixtures and fittings at the Premises
and fittings);

‘Rent’

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rent by this Lease;

'Rent Commencement Date'

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is first to be paid>>
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‘Rent Days’

mean
each

29 September and 25 December] in

SAMPLE

'Surveyor'	means the Surveyor appointed by the Landlord	from time to time appointed by the Landlord
'Tenant'	includes the Landlord and assigns;	
'Term'	means the term of the Lease	paragraph LR6 at the beginning of this Lease
'Title Matters'	means the documents set out in the following documents: <<insert>> the Pre-Completion Statement	set out in the following documents: affecting the landlord's title to the Land
'VAT'	means Value Added Tax as defined by the Value Added Tax Act 1994 (and any amendments thereto) and unless stated otherwise, all references to rent or other payments are exclusive of any VAT charged or payable	by the Value Added Tax Act 1994 (and any amendments thereto) and unless stated otherwise, all references to rent or other payments are exclusive of any VAT charged or payable
1.2	Unless the context otherwise requires, each reference in this Agreement to:	each reference in this Agreement to:
1.2.1	"writing"	means writing but not email;
1.2.2	a "working day"	means any day other than a Saturday, Sunday or Bank Holiday in England and Wales;
1.2.3	a statute or statutory provision	where the context permits, a reference to that statute or provision as amended at the relevant time;
1.2.4	"this Agreement" or "this Schedule"	means this Agreement and each of the Schedules as amended at the relevant time;
1.2.5	a Schedule	means a Schedule to this Agreement; and
1.2.6	a clause (other than a Schedule)	means a reference to a clause of this Agreement as amended at the relevant paragraph of the relevant Schedule.
1.3	In this Agreement	
1.3.1	any reference to a person	includes a natural person, corporate or unincorporated body, whether or not having separate legal personality;
1.3.2	words in the singular	shall include the plural and vice versa;
1.3.3	words in the masculine	shall include any other gender;
1.3.4	reference to a period of time	shall include any sooner determination of that period of time;
1.3.5	any covenant or obligation	to do an act or thing includes an obligation to ensure that such act or thing to be done;
1.3.6	reference to an act or thing	in the absence of default of the Tenant include the act, omission or thing done or omitted by the Landlord

- neglect or default of the Premises and their respective servants
- 1.3.7 the clause shall not be taken into account for the purpose of this Lease and are not to be taken into account for the purpose of interpretation; and
- 1.3.8 reference to any document supplemental or collateral to this Lease shall be subject to its terms.
- 1.4 The headings in this Lease are for convenience only and shall not affect its interpretation
- 2. Demise and Rent**
- 2.1 The Landlord lets the Premises to the Tenant for the Term together with (insofar as the Premises are capable of being so let) the rights set out in the First Schedule, except in so far as they may be required for the benefit of the Landlord's Neighbouring Premises, and subject to the Title Matters set out in the Second Schedule, and subject to the following provisions:
- 2.2 The Tenant must pay to the Landlord:
- 2.2.1 the Annual Rent in advance by bankers' standing order (or by such other method as the Landlord so requires) on the Rent Days, the first of which shall be the date of this Lease for the period commencing on the Commencement Date and ending on the day before the day on which the term of years ends;
- 2.2.2 on demand the Insurance Rent;
- 2.2.3 any other sums payable by the Tenant to the Landlord under this Lease; and
- 2.2.4 any VAT payable by the Tenant.
- 3. Tenant's Covenants**
- 3.1 The Tenant covenants with the Landlord:
- 3.1.1 To pay to the Landlord the Rent in the manner stated without any set-off or counterclaim unless required by law.
- 3.1.2 If any sum of Rent is unpaid for more than <<maximum period in arrears e.g. 7 days>> (whether or not the Landlord refuses to accept rent so long as the Rent is paid), the Tenant must on demand pay Interest (on the amount in arrears) calculated on a daily basis on the amount in arrears from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, and other financial impositions charged on the Premises.

- a) tax (including any interest payable); and
- b) any other liability of the Tenant arising from the Landlord's dealing with its own interests.
- 3.1.4 To pay or discharge all charges incurred relating to water, surface water drainage, electricity, oil, telephone, gas, communications, internet, data, communal cleaning, supplies or utilities supplied to the Premises (including charges and meter rents).
- 3.1.5 If the Landlord is satisfied that the Tenant is in good faith because it has been allowed during the Term of the Lease, the Landlord shall be in good faith that loss to the Landlord on demand.
- 3.1.6 To keep the Premises in good repair and to surface and marked for vehicle parking, walls, fences and hedges in good repair.
- 3.1.7 To keep the Premises tidy and free from obstruction.
- 3.1.8 At the end of the Lease, the Tenant shall:
- a) to repair the Premises to the Landlord in the repair and condition required by the Landlord;
 - b) if the Tenant has made any alterations to the Premises, to remove all items the Tenant has fixed to the Premises and to make good any damage caused to the Premises by the alterations;
 - c) to remove all possessions from the Premises; and
 - d) to hand over to the Landlord all documents held by the Tenant relating to the Premises including (but not limited to) health and safety certificates, asbestos surveys and reports, fire risk assessments, and certificates relating to electrical installations.
- 3.1.9 If, following the end of the Lease, any of the Tenant's possessions remain on the Premises, the Tenant shall, if requested in writing by the Landlord to do so:
- a) the Landlord may, at the discretion of the Tenant, sell the possessions;
 - b) the Landlord shall be liable to the Landlord against any liability incurred by the Landlord or any party whose possessions have been sold or disposed of by the Landlord in mistaken belief that the possessions belong to the Landlord;
 - c) the Landlord shall pay to the Tenant the sale proceeds after deduction of the costs of removal, transportation, storage and sale incurred by the Landlord.
- 3.1.10 To permit the Landlord to enter the Premises at reasonable times on reasonable prior

notice (e.g. to enter and inspect the Premises and:

- a) if the Landlord or Surveyor gives to the Tenant (or leaves it at the Tenant's last known address) notice of any repairs or maintenance which the Tenant is obliged to carry out or of any other failure by the Tenant to fulfil its obligations under this Lease, to remedy such failure in accordance with the Lease within a period of two months from the date of the notice; and
- b) if the Tenant agrees with clause 3.1.10 a), to permit the Landlord or Surveyor to enter the Premises and carry out the works at the Tenant's expense (the Tenant shall pay to the Landlord on demand (receipt of which shall constitute discharge of debt) the proper expenses of such works, including the Landlord's, Surveyor's and other fees).

3.1.11 To allow the Landlord or Surveyor to exercise any right to enter the Premises to do so as may be necessary for the Landlord or Surveyor to employ contractors, agents and professional advisers to inspect, repair, maintain or replace the Premises at any reasonable time (whether or not during business hours) and, except in the case of an emergency, after giving the Tenant reasonable notice (which need not be in writing) to do so;

3.1.12 To pay to the Landlord and on an indemnity basis all costs, charges, expenses (including legal costs and professional fees) properly incurred by the Landlord in connection with the performance of the obligations which should be payable by the Landlord) in connection with the performance of:

- a) the enforcement of the covenants of this Lease;
- b) any obligations in this Lease, including the obligations to give notice under section 146 of the Law of Property Act 1925;
- c) any obligations of the Tenant for consent under this Lease, whether or not such consent is withdrawn or consent is granted or refused where the Landlord is required to give consent and the Landlord unreasonably refuses to give consent;
- d) the preparation of a schedule of dilapidations served on the Tenant at the end of the Term.

3.1.13 With regard to the use of the Premises:

- a) not to use the Premises for any illegal or immoral purpose;
- b) not to use the Premises as sleeping accommodation or for residential purposes;
- c) not to use the Premises for any offensive, noisy or dangerous activity, trade, business, manufacture, occupation or thing; and
- d) to use the Premises only for the Permitted Use [and only between the hours of _____ and _____]

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Mondays to Fridays (and not on bank

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|--------|---|---|
| 3.1.14 | Not to make any alterations to the Premises without the prior written consent of the Landlord. | Not to make any alterations to the Premises without the prior written consent of the Landlord. |
| 3.1.15 | In all cases, the Tenant shall comply with the Regulations (whether made before or after the date of the Lease), and shall provide the Landlord with a copy of the Regulations and a copy of the works carried out to the Premises. | In all cases, the Tenant shall comply with the Regulations (whether made before or after the date of the Lease), and shall provide the Landlord with a copy of the Regulations and a copy of the works carried out to the Premises. |
| 3.1.16 | Not to display any sign or advertisement on the Premises or in the vicinity of the Premises, subject to the prior written approval of the Landlord. | Not to display any sign or advertisement on the Premises or in the vicinity of the Premises, subject to the prior written approval of the Landlord. |
| 3.1.17 | With regard to the Premises, the Tenant shall: | With regard to the Premises, the Tenant shall: |
| a) | to comply with the Regulations and to use the Premises for the purposes for which they are intended; | to comply with the Regulations and to use the Premises for the purposes for which they are intended; |
| b) | without prejudice to the above, to take all necessary steps to comply with the Regulations and to take any other action which the Landlord acting reasonably may require; | without prejudice to the above, to take all necessary steps to comply with the Regulations and to take any other action which the Landlord acting reasonably may require; |
| c) | not to use the Premises for any purpose without the prior written consent of the Landlord; | not to use the Premises for any purpose without the prior written consent of the Landlord; |
| d) | to comply with the Regulations and to use the Premises for the purposes for which they are intended; | to comply with the Regulations and to use the Premises for the purposes for which they are intended; |
| e) | to comply with the Regulations and to use the Premises for the purposes for which they are intended; | to comply with the Regulations and to use the Premises for the purposes for which they are intended; |
| f) | to keep the Premises in good repair and to maintain the equipment and allow access to the Premises at all times; | to keep the Premises in good repair and to maintain the equipment and allow access to the Premises at all times; |
| g) | to notify the Landlord of any defect or disrepair in the Premises and to allow the Landlord to enter the Premises for the purpose of carrying out any repairs or maintenance; | to notify the Landlord of any defect or disrepair in the Premises and to allow the Landlord to enter the Premises for the purpose of carrying out any repairs or maintenance; |
| 3.1.18 | Not to make any alterations to the Premises without the prior written consent of the Landlord. | Not to make any alterations to the Premises without the prior written consent of the Landlord. |

- in the event of the Tenant's failure to return the deposit; and
- f) that the Tenant is not in breach of the Annual Rent or any other obligations under this Lease and that any material breach of the Lease by the Tenant has been remedied.
- 3.1.21 To permit the Tenant at any time during the Term to enter the Premises and to give to any suitable part of the Premises a notice to allow potential tenants and buyers to view the Premises at any times (accompanied by the Landlord or its agent).
- 3.1.22 To pay the Tenant's share of any VAT payable on any taxable supplies made to the Tenant in connection with this Lease, on the due date for making any payment or, if earlier, on the date on which the supply is made for VAT purposes.
- 3.1.23 Where the Tenant is liable to pay or in connection with this Lease, to pay the Landlord or any person any sum by way of a refund or indemnity in respect of any VAT incurred on that sum by the Landlord or any other person, except to the extent that the Landlord or any other person has paid such VAT under the Value Added Tax Act 1994.
- 3.1.24 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, expenses, charges, costs, liabilities, losses, actions, or damages incurred in defending or settling any action, or in respect of any personal injury or death, or in respect of any right arising from:
- a) the use of the Premises or the Tenant's use of the Premises;
- b) the exercise of the Tenant's rights; or
- c) the operation of the Premises.
- 3.1.25 In respect of the indemnity in clause 3.1.24, the Landlord shall:
- a) give the Tenant notice of the claim as soon as reasonably practicable;
- b) provide the Tenant with information and assistance in relation to the claim, which the Tenant may reasonably require, subject to the Tenant paying all costs incurred by the Landlord in providing such assistance; and
- c) mitigate the loss (to the Tenant's cost) where it is reasonable for the Landlord to do so.
- 3.1.26 To compensate the Landlord for any loss or damage set out in the Third Schedule and any other loss or damage caused by the Landlord from time to time in the interest of the Landlord's management.
- 3.1.27 To pay or contribute towards a fair proportion (to be determined

by the Landlord
the Landlord
and (where applicable)
items which are
common to the Premises

3.1.28 Within 28 days of the completion of the Premises (or any person) to be updated

3.1.29 If this Lease is registered at the Land Registry, within 14 days of the completion of the registration, the Landlord shall complete

3.1.30 At the end of the Lease and on the completion of the Lease, the Landlord shall to close the Lease and to remove entries in relation to it noted against the title.

3.1.31 To notify the Landlord under this Lease of any assignment or sub-lease and to procure the execution of a deed of assignment or sub-lease in the same terms as the original

4. Landlord's Covenants

4.1 The Landlord covenants to pay the rents and other charges and to permit the Tenant to occupy the Premises without interruption by the Landlord except in accordance with the Lease.

5. Provisos and Agreements

5.1 The parties agree that

5.1.1 any rent or other charge payable by the Tenant shall be paid in advance, e.g. 14 days before the date when due (whether formally demanded or not); or

5.1.2 the Tenant shall not be entitled to occupy the Premises until the rent has been paid; or

5.1.3 there is a covenant by the Tenant to pay the rent in advance.

the Landlord may, at any time after the completion of the Lease, and on doing so, the Landlord shall not be liable to the Tenant for any loss or damage to the Premises available to the Tenant.

5.2 Nothing in this Lease shall release or modify the obligations of the Tenant under any covenants, rights or conditions to which any adjoining premises are subject.

5.3 The parties agree that

and expenses properly incurred by the Landlord in repairing, replacing, maintaining, cleansing and (where applicable) any Conduits, structures or other items which are capable of being used by the Premises in connection with the Lease.

rent, transfer, underlease or charge of the Premises, any undertenant or any other person, the Landlord shall provide the relevant document together with the relevant registered titles to the Landlord.

sory registration at the Land Registry, the Landlord shall provide the relevant document together with the relevant registered titles to the Landlord.

er to the Landlord the original of this Lease and the Landlord shall, as the Landlord reasonably requires, to remove entries in relation to it registered title.

guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to accept a new guarantor to the Landlord enters into a deed of assignment or sub-lease in the same terms as the original

nt, subject to the Tenant paying the rent, the Landlord shall, with its obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord except in accordance with the Lease.

of time rent is allowed to be in arrears, the Landlord shall, with its obligations under this Lease, to permit the Tenant to occupy the Premises without any interruption by the Landlord except in accordance with the Lease.

or

(or any part of them) at any time after the completion of the Lease, and on doing so, the Landlord shall not be liable to the Tenant for any loss or damage to the Premises available to the Tenant.

the right to enforce, or to prevent the Tenant from occupying the Premises, any covenants, rights or conditions to which any adjoining premises are subject.

not a party to this Lease has no right

arising solely by (Rights of Third Parties) Act 1999 to enforce any term

5.4 The Tenant acknowledges that its use of the Premises in this Lease constitutes or shall constitute a representation that the Premises may lawfully be used for any purpose.

5.5 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord.

6. Notices

6.1 Any notice given in connection with this Lease must be in writing and sent by pre-paid post, by hand delivery to or otherwise delivered to the recipient in accordance with clause 6.2 or to any other address in the United Kingdom which the recipient has specified as its address for service by giving written notice under this clause 6.

6.2 A notice served on

6.2.1 a company or partnership registered in the United Kingdom shall be served at its registered office;

6.2.2 a person or persons domiciled in a country outside the United Kingdom shall be served at the address for service in the United Kingdom specified in the deed or document to which they are a party or, if none, at the address which has been given at their last known address;

6.2.3 anyone else

a) in the United Kingdom shall be served at any postal address in the United Kingdom specified in the deed or document to which they are a party or, if none, at the address for the registered proprietor on the Land Registry register at paragraph LR2.1 at the beginning of this Lease or, if none, at its last known address in the United Kingdom;

b) in the United Kingdom shall be served at the Premises;

c) in the United Kingdom shall be served at the address of that party set out in the deed or document to which they gave the guarantee; and

d) in the United Kingdom shall be served at their last known address in the United Kingdom.

6.3 Any Notice given in accordance with clause 6.2 shall be deemed to have been served on the second working day after the date of posting or delivery by first class post or special delivery or at the recipient's address if delivered to or left at that address.

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

6.5 Service of a notice in accordance with clause 6.2 shall not be a valid form of service under this Lease.

7. [Termination by Landlord]

- 7.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving to the Tenant written notice of a notice period to terminate lease e.g. 3 or 6 months>> not to be less than 3 months and to take effect at any time.
- 7.2 If the Lease ends on or after the date of termination, this Lease will not affect the rights of any party in relation to this Lease.
- 7.3 The Landlord shall retain the right to demand all payments of Rent that relate to a Lease [that has terminated on or after the date of termination].

8. [Termination by Tenant]

- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving to the Landlord written notice of a notice period to terminate lease e.g. 3 or 6 months>> not to be less than 3 months and to take effect at any time.
- 8.2 This Lease shall not be terminated by a notice given by the Tenant if the Tenant has paid the Rent due up to the date of determination and has given up possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The break right shall terminate on the date of the first deed of assignment or transfer of the Premises to the Tenant named in paragraph LR3 at the beginning of the Lease and shall end on the date of the first deed of assignment or transfer of the Premises to the Tenant named in paragraph LR3 at the beginning of the Lease.]
- 8.4 If the Lease ends on or after the date of termination, this Lease will not affect the rights of any party in relation to this Lease.
- 8.5 The Landlord shall retain the right to demand all payments of Rent that relate to a Lease [that has terminated on or after the date of termination].

9. Exclusion of Security of Tenure

- 9.1 The Tenant cannot claim the benefit of the provisions of the Landlord and Tenant (Covenants) Act 1995 (the 1995 Act) in relation to this Lease (or as the case may be before the Tenant has been bound to enter into this Lease) the provisions of the Landlord and Tenant (Covenants) Act 1995 (the 1995 Act) in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.
- 9.2 The Tenant cannot claim the benefit of the provisions of the Landlord and Tenant (Covenants) Act 1995 (the 1995 Act) in relation to this Lease (or as the case may be before the Tenant has been bound to enter into this Lease) the provisions of the Landlord and Tenant (Covenants) Act 1995 (the 1995 Act) in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.
- 9.3 The Tenant cannot claim the benefit of the provisions of the Landlord and Tenant (Covenants) Act 1995 (the 1995 Act) in relation to this Lease (or as the case may be before the Tenant has been bound to enter into this Lease) the provisions of the Landlord and Tenant (Covenants) Act 1995 (the 1995 Act) in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.
- 9.4 The Landlord and Tenant (Covenants) Act 1995 (the 1995 Act) in the form set out in schedule 1 to the Landlord and Tenant (Covenants) (England and Wales) Order 2003.

10. [Guarantor's Covenants]

10.1 The Guarantor:

10.1.1 Guarantor shall ensure that the Tenant will comply with all the obligations of the Lease. If the Tenant defaults, the Guarantor shall ensure that the Tenant and comply with those obligations;

10.1.2 Covenants shall be the primary obligor, and separate to the covenants of the Tenant, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the covenants or comply with the Tenant's covenants (including any supplemental documents to this Lease);

10.1.3 Covenants shall be the primary obligor to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of the covenants or voluntarily proposing or entering into any company arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 10.

10.2 If the Landlord notifies the Guarantor within three months after the disclaimer or forfeiture of this Lease or the Tenant being struck off the register, the Guarantor must, within ten working days, do either:

10.2.1 at the option of the Guarantor (including payment of the Landlord's costs) and the Tenant:

a) for a period of three months after the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the register;

b) ending the Lease on the date of the disclaimer or forfeiture of this Lease would have ended if the disclaimer or forfeiture had not happened;

c) at the option of the Guarantor, the Tenant shall pay the sums payable;

d) continue the Lease on the term commencement date of the Lease or the next Rent Review Date under this Lease that falls before the term commencement date that has not been previously reviewed as at the date of the disclaimer or forfeiture;

e) continue the Lease on each Rent Review Date under this Lease or the next Rent Review Date under this Lease that falls before the term commencement date of the Lease or the next Rent Review Date under this Lease;

f) otherwise, the Lease shall continue on the same terms and conditions as this Lease; or

10.2.2 pay the Landlord the rents, any outgoings and all other sums due under this Lease or the amount equivalent to the total of the rents, any outgoings and all other sums due under this Lease that would be payable by the Tenant for a period of 6 months following the disclaimer, forfeiture or striking off of the Tenant;

- 10.3 If clause 10.2.2 does not require the payment in full, the Landlord must release the Tenant from its obligations under this clause 10 (but that will not affect the Tenant's obligations in relation to any prior breaches).
- 10.4 The Guarantor's obligations under this clause 10 shall be released or discharged by:
- 10.4.1 any failure by the Landlord to enforce in full, or any delay in enforcement, or any concession allowed to the Tenant or the Guarantor;
 - 10.4.2 any variation of the obligations of the Guarantor (not that a surrender of part will end the obligations of the surrendered part);
 - 10.4.3 any right of the Landlord to claim that the Tenant or the Guarantor is insolvent;
 - 10.4.4 any death or change in the constitution or status of the Tenant or of any other person who is liable, or of the Guarantor;
 - 10.4.5 any amalgamation, reconstruction or other arrangement with any party with any other person, any assignment of the whole or any part of the assets or liabilities of any person;
 - 10.4.6 the existence of a winding up or an Act of Insolvency in relation to the Guarantor or of an Act of Insolvency in relation to the Guarantor of an Act of Insolvency;
 - 10.4.7 anything done by the Landlord by deed.
- 10.5 The Guarantor shall not be liable for competition with the Landlord in the event of the insolvency of the Tenant or the guarantee from the Tenant under this Lease.
- 10.6 Nothing in this clause 10 shall release any liability on the Guarantor that exceeds the liability of the Tenant as if it were the tenant of this Lease.】

11. Applicable Law and Jurisdiction

- 11.1 This Lease and the obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 11.2 Subject to clause 11.3, any dispute arising out of or in connection with this Lease requiring a dispute to be settled by a court, the courts of England and Wales shall have exclusive jurisdiction in relation to any non-contractual obligations.
- 11.3 Any party may apply to the courts of England and Wales for a declaration of the courts of England and Wales that the Lease, including in relation to any non-contractual obligations, is outside the jurisdiction of the courts of England and Wales.

THIS LEASE has been executed and dated

on the day on which it has been

[Execution clauses for landlord]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the landlord is a company)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Director

[Execution clauses for tenant:]

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

Director

Director/Secretary

OR (alternative company execution)

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

OR (alternative company execution)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where the tenant is a sole trader)

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

S

A

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<<Affix seal here>>

Signature:

Director

Signature:

[Director][Secretary]

Signature:

Address _____

[Execution clauses for guarant

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

Director

Director/Secretary

OR (alternative company exe

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

OR (alternative company exe

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

OR (execution clause where _____ **ual)**

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

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

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First Schedule to the Lease granted to the Tenant

1. The right to connect to and use the public mains for the passage of gas, water, electricity, oil, telephone, heating, air conditioning, internet, data communications and similar supplies or utilities.
2. The right to support and use any services from any adjoining premises owned by the Landlord.
3. [The right in common with others authorised by the Landlord to:
 - a) use for the purpose of access on foot only to and egress from the Premises, the footpaths and emergency escapes within the Landlord's Neighbouring Property are shown edged green on the plan attached to this Lease;
 - b) use for the purpose of access to and egress from the Premises with or without vehicles within the Landlord's Neighbouring Property [which are shown edged green on the plan attached to this Lease];
 - c) <<insert details of any other rights granted to the Tenant>>.]
4. [Except as mentioned above, this Lease does not include any right over the Landlord's Neighbouring Property or any part of the Landlord's Neighbouring Property, and the rule in *Wheelodon v Burrows* does not apply.]

Second Schedule – Rights Reserved to the Landlord

1. The right to the passage of, and the supply of, foul and surface water drainage, electricity, oil, telecommunications, internet, data and other services from and to any adjoining or neighbouring premises to the Premises.
2. If the relevant work is to be carried out without entry onto the Premises, the right to enter the Premises:
 - a) build on or into any land adjoining or adjacent to the Premises; and
 - b) inspect, repair, alter or carry out other works upon any adjoining premises
3. The right to enter the Premises in order that the Landlord is expressly entitled or required to do anything for any other reasonable purposes in connection with this Lease. The Landlord must:
 - a) give the Tenant at least 14 days' prior notice (except in the case of an emergency, when the Landlord must give as much notice as may be reasonably practicable);
 - b) observe the Tenant's privacy and the Tenant must make that representative available);
 - c) observe any specific restrictions on the Landlord's entry set out in this Lease;
 - d) cause as little interference with the Tenant's business as reasonably practicable;
 - e) cause as little physical damage to the Premises as reasonably practicable;
 - f) repair any physical damage to the Premises caused by the Landlord as soon as reasonably practicable;
 - g) where entering to carry out any work, obtain the Tenant's approval to the location, method of working and matters relating to the preparation for, and execution of, the work;
 - h) remain upon the Premises for no longer than is reasonably necessary; and
 - i) where reasonably practicable, restrict any entry to the Premises to business hours or rights outside the normal business hours of the Premises.
4. The right to carry out works of demolition, alteration or redevelopment on any adjoining premises (whether or not the Landlord is entitled to do so) as the Landlord in its absolute discretion considers necessary, provided that these works interfere with the flow of light and air to the Premises, or require the Landlord to connect with those works to underpin and shore up the Premises. The Landlord must:
 - a) giving the Tenant due notice of the works to be carried out;
 - b) consulting with the Tenant in relation to the prevention of potential interference;

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- c) taking reasonable steps to ensure that the works do not materially adversely affect the Tenant's business from the Premises;
 - d) taking into consideration the quality of construction and workmanship;
 - e) taking reasonable steps to minimise interference to the Premises by noise, dust and vibration and to consider the Tenant's suggestions for limiting any interference;
 - f) making good any physical damage to the Premises or its contents.
5. The right, where necessary, to place scaffolding and lifting equipment onto the Premises and to exercise in exercising the Landlord's rights:
- a) any scaffolding is removed as soon as is reasonably practicable, with any damage to the Premises made good as is reasonably practicable to the Tenant;
 - b) the scaffolding causes no obstruction to the entrance to the Premises as is reasonably practicable to the Tenant;
 - c) the scaffolding does not obstruct or interfere with any sign displayed on it (except for any health and safety notices) and any other tenant whose premises are adjacent to the Premises (including any other tenant whose premises are adjacent to the Premises) unless the Tenant has consented to its display; and
 - d) if the Tenant's business is obstructed or interfered with by the scaffolding, the Landlord shall, at the Tenant's request, permit the Tenant to display a sign (approved by the Landlord) on the exterior of the Premises so that it is visible to the public.
6. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon the Tenant or neighbouring premises any restrictions or conditions similar to those imposed upon the Tenant.
7. The right to support and maintain any building or premises owned by the Landlord and adjacent to the Premises.
8. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired by the Tenant).

1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials on the Premises.
2. To make any application for a licence or registration in accordance with paragraph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that the material in question is necessary for the Tenant's business and will be kept in accordance with relevant regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Tenant's compliance with the relevant Regulations 2012 at the Premises.
4. To obtain, maintain and renew any licence or registration which is required in connection with the Permitted Use in accordance with the terms and conditions of the licence or registration and any other regulations relevant to the Permitted Use.
5. Not to obstruct the movement of traffic on the estate roads within the Landlord's Neighbouring Property.
6. To comply with all relevant regulations on the estate roads within the Landlord's Neighbouring Property.
7. Not to allow any item to be stored or left on the Premises, including any goods, materials or refuse.

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