

# SAMPLE

<b>LR1. Date of lease</b>	<<Insert date in full>>
<b>LR2. Title number(s)</b>	<b>LR2.1 Landlord's title number(s)</b> <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> <<Insert Landlord's title number(s)>>  <b>LR2.2 Other title numbers</b> <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i> <<Insert other title number(s)>>
<b>LR3. Parties to this lease</b> <i>Give full names and addresses of all parties. For UK incorporated companies, limited liability partnerships and registered numbers in the Companies House register.</i> <i>For overseas entities,</i> <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 number'</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 <a href="#">practice guide</a></i>	<b>Landlord</b> <<Insert name of Landlord>> <<Insert address of Landlord>> <<Insert company number>>  <b>Tenant</b> <<Insert name of Tenant>> <<Insert address of Tenant>> <<Insert company number>>  <b>Guarantor (if any)</b> <<Insert name of Guarantor>> <<Insert address of Guarantor>> <<Insert company number>>  <b>Other parties</b> <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i> <<Insert name of other party>> <<Insert address of other party>> <<Insert company number>>
<b>LR4. Property</b> <i>Insert a full description of the property leased</i> <i>or</i> <i>Refer to the clause, schedule or a schedule in this lease stating the property being leased is registered</i>	<b>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b>  The land and building[s] [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:  
Leasehold Reform Act 1967  
Leasehold Reform Act 1985  
Leasehold Reform Act 1988  
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:  
term>>

**LR7. Premium**

Specify the total premium, including VAT where payable.

premium or "none">>

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

Include whichever of the two statements is appropriate.

Do not set out here the words of the provision.

contains a provision that prohibits or restricts dispositions.

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## LR9. Rights of acquisition

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

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

None

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

None

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

None

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

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

None

## LR11. Easements

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

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

Schedule 1

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

Schedule 2

## LR12. Estate rent charged on the Property

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

None

## LR13. Application for planning permission or other restriction

*Set out the full text of the 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 they are, and the title against which title and set out the restriction you are applying.

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

**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 statement.

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

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

It 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:

Unless the context otherwise requires, the following

**'Act of Insolvency'**

means:

- (a) the filing of a petition for the winding-up of the Tenant or the making of a winding-up order in respect of the Tenant;
- (b) the making of an administration order in respect of the Tenant;
- (c) the filing of a petition for the appointment of an administrator, or the making of an order for the appointment of an administrator, or the appointment of an administrator, in relation to the Tenant or any guarantor;
- (d) the receiver or manager or an administrative receiver appointed in respect of the property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;
- (f) the making of a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

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

the making of an administration order or the making of an order for the appointment of an administrator, or the appointment of an administrator, in relation to the Tenant or any guarantor;

the filing of a petition to appoint an administrator, or the making of an order for the appointment of an administrator, or the appointment of an administrator, in relation to the Tenant or any guarantor;

the receiver or manager or an administrative receiver appointed in respect of the property or income of the Tenant or any guarantor;

the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies;

the making of a winding-up order or a winding-up order in respect of the Tenant or 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 any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.</p> <p>These provisions shall apply in relation to a partnership or limited liability partnership (as defined in the Partnership Act 1890 and the Limited Liability Partnerships Act 2007 respectively) subject to the modifications referred to in the Limited Liability Partnerships Order 1994 (SI 1994/2421) (as amended) and limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).</p> <p>This includes any analogous proceedings or events that may arise under the legislation of another jurisdiction in relation to a partnership or incorporated or domiciled in such relevant jurisdiction.</p>
<b>‘Annual Rent’</b>	<p>the Rent &gt;&gt; per year exclusive of VAT;</p>
<b>‘Conduits’</b>	<p>for the transmission of water, gas, air, foul and surface water, electricity, oil, telephone, heating, telecommunications, data communications and similar supplies or utilities;</p>
<b>‘Energy Performance Certificate’</b>	<p>given to it in the Energy Performance of Buildings (England and Wales) Regulations 2012 and is also referred to as an EPC</p>
<b>‘Environmental Performance’</b>	<p>the following:</p> <ul style="list-style-type: none"> <li>generation of energy and associated generation of greenhouse gas emissions;</li> <li>consumption of water;</li> <li>consumption and management; and</li> <li>environmental impact arising from the use or operation of the Building.</li> </ul>
<b>‘Insurance Rent’</b>	<p>the Landlord of:</p>

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	<p>premises insured in accordance with the Landlord's Lease (after any discount is allowed to the Tenant before any commission is allowed or paid to the Broker);</p> <p>loss of Annual Rent;</p> <p>public or third party liability; and</p> <p>contents of the Premises for insurance purposes from the date of completion of the Lease;</p> <p>any excess or deductible under any insurance policy which the Tenant incurs or will incur in reinstating the Premises after destruction or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following destruction by an Insured Risk to the Premises because of the Tenant's neglect or failure to act; and</p> <p>any increased premiums that the insurers may require as a condition of carrying out or retention of any permitted use of the Premises by the Tenant's or any lawful occupier's use of the Premises.</p>
<b>'Insured Risks'</b>	<p>fire (including subterranean fire), lightning, explosion, subsidence, landslip, heave, earthquake, burst or rupture of pipes, tanks or apparatus, damage to underground services or electricity wires or cables, impact by aircraft or vehicles and any articles dropped from them, impact by riot, civil commotion, strikes, labour or political disturbances, malicious damage to the extent, in each case, that such risks are available on normal market terms in the UK insurance market at the time the insurance is taken out, and any other risks against which the Tenant reasonably insures from time to time, subject in all cases to the terms, limitations and exclusions imposed by the insurers.</p>
<b>'Interest'</b>	<p>the rate of &lt;&lt;rate of interest on outstanding payments of the Rent per year above the base rate for the time being of the Bank of England or (if base rate or that bank ceases to exist) a replacement rate notified by the Landlord to the Tenant;</p>
<b>'Landlord'</b>	<p>the person or persons entitled to the immediate reversion to this Lease;</p>
<b>'Landlord's Neighbouring Property'</b>	<p>any buildings owned by the Landlord near to the Premises;</p>
<b>'Permitted Use'</b>	<p>means as offices within use class E(g)(i) of the Town and Country Planning (Use Classes) Order 1987]</p>

	<b>[WALES]</b> means the use class B1(a) of the Town and Country Planning (Use Classes) Order 1987];
<b>‘Premises’</b>	means the Premises as defined in paragraph LR4 at the beginning of this Lease and all fixtures and fittings in the Premises (other than tenants’ fixtures and fittings);
<b>‘Rent’</b>	means all the sums payable by this Lease;
<b>‘Rent Commencement Date’</b>	means <<insert date to be paid>>;
<b>‘Rent Days’</b>	means [25th day of September and 25 December] in each year;
<b>‘Surveyor’</b>	means the person from time to time appointed by the Landlord;
<b>‘Tenant’</b>	includes successors in title; signs;
<b>‘Term’</b>	means the term of the Lease; paragraph LR6 at the beginning of this Lease;
<b>‘Title Matters’</b>	means the documents in the following documents: <<insert list of documents relating to the Landlord's title to the Premises>>;
<b>‘VAT’</b>	means the Value Added Tax Act 1994 (and any amendments) and references to rent or other monies payable by the Tenant shall be net of any VAT charged or chargeable).

- 1.2 Unless the context requires otherwise, any reference in this Agreement to:
- 1.2.1 “writing” or “written” shall include electronic mail (email);
  - 1.2.2 a “working day” shall mean any day other than a Saturday, Sunday or a bank holiday in England and Wales;
  - 1.2.3 a statute or statutory provision shall mean a reference to that statute or provision as amended or re-enacted at the relevant time;
  - 1.2.4 “this Agreement” shall mean this Agreement and each of the Schedules attached hereto at the relevant time;
  - 1.2.5 a Schedule shall mean a Schedule to this Agreement; and
  - 1.2.6 a clause or paragraph shall mean a clause of this Agreement (other than a clause of a Schedule) or a paragraph of the relevant Schedule.
- 1.3 In this Agreement:

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- 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 or default of the Tenant include the act or default e Premises and their respective servants and
- 1.3.7 do not form part of this Lease and are not to be s construction or interpretation;
- 1.3.8 lease include any document supplemental or ed into pursuant to its terms; and
- 1.3.9 al required from the Landlord shall be construed uirement to obtain the consent or approval of any dlord where such consent or approval is required mortgage.

1.4 The L its int ent are for convenience only and shall not affect

## 2. Demise and

2.1 The mises to the Tenant for the Term together with (inso grant the same) the rights set out in the First Sche reserving for the benefit of the Landlord's Neigh hts set out in the Second Schedule, and subject to the

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

- 2.2.2 o time the Insurance Rent;
- 2.2.3 om the Tenant to the Landlord under this Lease;
- 2.2.4 er this Lease.

## 3. Tenant's Co

- 3.1 The T e Landlord:
  - 3.1.1 times and in the manner stated without any legal , set-off or counterclaim unless required by law.
  - 3.1.2 this Lease is unpaid for more than <<maximum allowed to be in arrears e.g. 7 days>> (whether not), or if the Landlord refuses to accept rent so ch of covenant, the Tenant must on demand pay



3.1.3

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as rent in arrears) calculated on a daily basis on  
refused from the due date until the date on which

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

VAT) on the Rent payable; and

from the Landlord's dealing with its own interests.

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

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

in good and substantial repair and condition and  
that:

shall not apply where damage results from any of  
st which the Landlord has insured under Clause  
ayment of any of the insurance money is refused  
y act or default of the Tenant[; and

l not be required to put the Premises in any better  
or condition than they were in at the date of this  
nced by the schedule of condition annexed to this

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

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  
de all appropriate preparatory work.

the Premises which are not built upon clean and  
ruction.

:

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

reasonably requires, and gives the Tenant notice  
[no] months before the end of the Term, the Tenant  
all items the Tenant has fixed to the Premises,  
erations the Tenant has made to the Premises and  
damage caused to the Premises by that removal;  
e Tenant's possessions from the Premises; and

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to the Landlord all documents held by the Tenant with and safety matters including (but not limited to) safety assessments, asbestos surveys and reports, assessments and reports, and certificates relating to gas systems.

3.1.1

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

may as the agent of the Tenant sell the

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

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

3.1.1

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 the Premises) notice of any repairs or maintenance that has failed to carry out or of any other failure by the Tenant to comply with 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 (or if required); and

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

3.1.1

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

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3.1.1

shall, on demand on an indemnity basis all costs, expenses (including legal costs and Surveyor's fees) properly incurred by the Landlord (or which would be payable by the Landlord) in connection with or in consequence of the exercise of the rights conferred by this clause.

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of the tenant covenants of this Lease;

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

by the Tenant for consent under this Lease, if such application is withdrawn or consent is granted or refused, except in cases where the Landlord is required to give consent.

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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.

3.1.1

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Premises for any illegal or immoral purpose;

e Premises as sleeping accommodation or for poses;

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)].

3.1.1

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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 PC commissioned in respect of the Premises; and

itted in clause 3.1.17 below, not to make any ns or alterations of a non-structural nature to the out the Landlord's prior written consent (such be unreasonably withheld or delayed) subject to mplying with clauses 3.1.17 a) - e).

3.1.1

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hout consent from the Landlord make internal s of a non-structural nature which do not adversely alue, structural stability, statutory compliance or ormance of the Premises subject to the Tenant:

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

ch works in a good and workmanlike manner and with any necessary permission, consent or ed under statute;

any damage to the Premises caused by the the works;

Premises to their former state and condition on or of the Term if the Landlord by notice in writing uests the Tenant to do so in accordance with ); and

ldlord copies of the plans and specifications of the rming the Landlord of the cost of any alterations,

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works carried out by the Tenant (except any which  
tenant's fixtures or fittings) as soon as practicable  
Landlord will not be liable for any failure to effect  
increase in the amount for which the Premises are  
the Tenant has provided that information.

3.1.1

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the Construction (Design and Management)  
ply to any works carried out to the Premises  
Landlord's consent is required for them under this  
n these regulations and to provide the Landlord  
ompleted health and safety file upon completion of

3.1.1

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, fascia notice or advertisement on the outside of  
to be visible outside the Premises other than a  
nt's trading name in the position specified by the  
ce to the Premises, subject to that sign being of a  
and material approved by the Landlord (such  
easonably withheld or delayed) and at the end of  
y sign and make good any damage caused to the  
n of the Landlord.

3.1.2

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bligations in respect of the Premises:  
all laws relating to the Premises or to the Tenant's  
ation of the Premises;  
ays of receipt by the Tenant of any notice or other  
affecting the Premises to send a copy to the  
without delay to take all necessary steps to comply  
or other communication and take any other action  
with it as the Landlord acting reasonably may

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

any planning permissions relating to or affecting

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n the Construction (Design and Management)  
15 and before commencing any works to make a  
under regulation 4(8) to the effect that the Tenant  
t for the purposes of these regulations, to give the  
y of the election and to fulfil the obligations of the

mises equipped with all fire prevention, detection  
quipment which is required by law or by the insurers  
s or reasonably required by the Landlord and to  
quipment and allow the Landlord to inspect it from

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

prior written consent of the Landlord to apply for  
ect of the Premises unless the Tenant is required

3.1.2

3.1.2

3.1.2

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

st notify the Landlord; and

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

on:

Premises on trust for another;

another to occupy the whole or any part of the

n or share the possession or occupation of the part of the Premises save as provided for in clause ease;

part of the Premises;

the whole or any part of the Premises;

part only of the Premises; and

ne Premises as a whole without the prior written Landlord (not to be unreasonably withheld or ded that the Landlord may as a condition of giving e compliance with the conditions in clause 3.1.23.

pose the following conditions in relation to an mises as a whole (provided that each condition is y the Landlord and is appropriate):

ll enter into an agreement guaranteeing that the perform all the tenant's covenants in this Lease (an arantee Agreement") in such form as the Landlord y require;

as given an Authorised Guarantee Agreement to obligations of the assignee under this Lease, and s a guarantor, the guarantor will enter into a vour of the Landlord in a form reasonably required d which guarantees that the assignor will comply of the Authorised Guarantee Agreement;

e provided on assignment, who is a person of otatable to the Landlord (acting reasonably) and arantee and indemnity of the Tenant's covenants in such form as the Landlord may reasonably

ve to a guarantor) that the assignee enters into a ed in such form as the Landlord may reasonably e Landlord providing for a deposit of not less than onths' Annual Rent (plus VAT) (calculated as at e assignment) as security for the assignee's f the tenant's covenants in this Lease with a e deposit;

## E

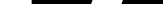
t of any alterations.

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3.1.30 In the event that the Claimant is covered by the indemnity in clause 3.1.30, the Claimant shall indemnify the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

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

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

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

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

3.1.3 **M**any assignment, transfer, underlease or charge of or by the Tenant, any undertenant or any other specified copy of the relevant document together with of the relevant registered titles to the Landlord.

3.1.3 [REDACTED] to compulsory registration at the Land Registry, [REDACTED] the date of this Lease to apply to the Land Registry [REDACTED] and once the registration has been completed to [REDACTED] the relevant titles to the Landlord.

3.1.3 **P** to deliver to the Landlord the original of this Lease  
 3.1.4 **P** presents as the Landlord reasonably requires to close  
 3.1.5 **P** and to remove entries in relation to it noted against  
 3.1.6 **P** ed title.

3.1.3 [REDACTED] and if an Act of Insolvency occurs in relation to a landlord so requires to procure that another person and landlord enters into a deed of covenant with the terms as the original guarantor.

#### 4. Landlord's

#### 4.1 The [REDACTED] the Tenant:

4.1.1 [REDACTED] not paying the rents and other sums due and obligations under this Lease, to permit the Tenant to [REDACTED] of the Premises without any interruption by the [REDACTED] person claiming under or in trust for the Landlord permitted by the Lease.

4.1.2 [REDACTED] is required by law to commission an EPC, the [REDACTED] shall commission any EPCs that are needed during the Term at its

4.1.3 [REDACTED] (other than any plate glass at the Premises) with [REDACTED] normal market terms against loss or damage by [REDACTED] the full reinstatement cost including professional [REDACTED]

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expenses, debris removal, site clearance and provided that the obligation to insure is subject to conditions or limitations as the insurers may impose.

4.1.4

all necessary planning and other consents, to use received (other than for loss of rent) to repair the money has been received or (as the case may be) s. The Landlord shall not be obliged to:

modation identical in layout or design so long as n reasonably equivalent to that previously at the ovided;

ld if the Tenant has failed to pay any of the ; or

d the Premises after a notice has been served use 4.2.

4.1.5

d by the Tenant to provide:

the Landlord's insurance policy;

ymment of the current year's premium; and

ommission received or receivable by the Landlord.

4.2

If, fol  
Land  
reins  
to the  
dama  
be w  
breac  
(othe

struction of the Premises by an Insured Risk, the considers that it is impossible or impractical to andlord may terminate this Lease by giving notice hths from the date on which the Premises was ing notice this Lease shall determine but this shall ight or remedy of the Landlord in respect of any ts of this Lease. Any proceeds of the insurance oplate glass) shall belong to the Landlord.

## 5. Provisos and

5.1

The p

5.1.1

<length of time rent is allowed to be in arrears e.g becoming due (whether formally demanded or

5.1.2

this Lease; or

5.1.3

venency

the L  
and c  
availa

e Premises (or any part of them) at any time after ill end (but this will not affect any right or remedy

5.1.4

damaged or destroyed (other than where the is caused by an act or default of the Tenant) so opation or use, the Annual Rent or a fair proportion ayable from the date of damage or destruction for or until the Premises are again fit for occupation hichever is the shorter period.

5.2

If the  
dama  
unfit  
the e  
party

re damaged or destroyed (other than where the sed by an act or default of the Tenant) so as to be d have not been made fit for occupation or use by ars from the date of damage or destruction, either e with immediate effect by giving written notice to

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- 6.3 Any notice served on the Tenant shall be treated as served on the second working day after the date of posting by prepaid first class post or special delivery or at the time of delivery 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 Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 7.2 If the Tenant terminates the Lease pursuant to clause 7, this will not affect the rights of any party in relation to the Lease.
- 7.3 The Landlord shall refund to the Tenant all payments of Rent that relate to a period of less than <<notice period to terminate lease e.g. 3 or 6 months>> of this Lease.]
8. **[Termination]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving the Landlord not less than <<notice period to terminate lease e.g. 3 or 6 months>> notice. The termination shall take effect at any time.
- 8.2 This clause shall not apply following a notice given by the Tenant if the Tenant is not liable for Rent (plus VAT) due up to the date of determination and the Tenant or its other occupiers give up occupation of the Premises and all underleases.
- 8.3 [The Tenant's obligation under clause 8 is personal to the Tenant named in paragraph 1.1 of this Lease and will end on the date of the first deed of assignment of the Lease or on the date when that Tenant ceases to exist.]
- 8.4 If the Tenant terminates the Lease pursuant to clause 8, this will not affect the rights of any party in relation to the Lease.
- 8.5 The Landlord shall refund to the Tenant all payments of Rent that relate to a period of less than <<notice period to terminate lease e.g. 3 or 6 months>> of this Lease.]
9. **Exclusion of liability**
- 9.1 The Tenant shall not be liable for the grant of this Lease (or as the case may be, for the grant of this Lease) before the date of the grant of this Lease (or as the case may be, for the grant of this Lease) the Landlord shall not be bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.
- 9.2 The Tenant shall not be liable for the grant of this Lease (or as the case may be, for the grant of this Lease) the Landlord shall not be bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease 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 not be liable for the grant of this Lease (or as the case may be, for the grant of this Lease) the Landlord shall not be bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.4 The Landlord and the Tenant shall not be liable for the grant of this Lease (or as the case may be, for the grant of this Lease) the Landlord shall not be bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.
- 9.5 The Landlord and the Tenant shall not be liable for the grant of this Lease (or as the case may be, for the grant of this Lease) the Landlord shall not be bound to enter into this Lease) the Landlord shall not be bound to enter into this Lease in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.

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- 9.6 [The before the grant of this Lease (or as the case may be, as contractually bound to enter into this Lease) the Landlord shall give to the Guarantor a notice in the form set out in schedule 1 to the Regulations (England and Wales) Order 2003.
- 9.7 The Guarantor shall, if they made a [declaration in the form set out in paragraph 8] of the Lease, make a declaration in the form set out in paragraph 8] of the Lease.
- 9.8 The Guarantor shall, if applicable, the person who made the declaration on the Lease shall be the same person as the person who made the declaration so with the [Guarantor's authority].
10. **[Guarantor's obligations]**
- 10.1 The Guarantor shall be jointly and severally liable to the Landlord that the Tenant will comply with all the obligations under this Lease. If the Tenant defaults, the Guarantor shall be liable to the Landlord and comply with those obligations;
- 10.1.1 The Guarantor shall be jointly and severally liable to the Landlord as primary obligor, and separate to the Tenant, to indemnify the Landlord against all losses and expenses caused to the Landlord by the Tenant or the Tenant's agents or comply with the Tenant's covenants and obligations (including supplemental documents to this Lease); and
- 10.1.2 The Guarantor shall be jointly and severally liable to the Landlord as primary obligor to indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Tenant or the Tenant's agents proposing or entering into any company, partnership, scheme of arrangement or other scheme having the effect of impairing, compromising or releasing the obligations of the Guarantor in this clause 11.
- 10.2 If the Tenant, within three months of the date of the disclaimer or forfeiture of this Lease or the Tenant's agents, the Guarantor must, within ten days of the date of the disclaimer or forfeiture of this Lease, by written notice in option either:
- 10.2.1 The Guarantor shall, at its cost (including payment of the Landlord's costs) indemnify the Landlord for the loss of the Premises:
- 10.2.2 The Guarantor shall, on the date of the disclaimer or forfeiture of this Lease or the Tenant being struck off the Companies Register and ending on the date when this Lease is terminated if the disclaimer, forfeiture or striking-off had effect, pay to the Landlord the amount of the rent and other sums payable at the date of the disclaimer or which would be payable save for any default by the Tenant;
- 10.2.3 The Guarantor shall, on the term commencement date or the date of the rent review if there is a rent review under this Lease that has not been exercised by the term commencement date that has not been exercised, pay to the Landlord the amount of the rent being reviewed as at the date of the rent review);

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

10.4 If cla on receipt of the payment in full, the Landlord must relea s future obligations under this clause 11 (but that will n 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

b) g any right or remedy against the Tenant for any s due under this Lease or observe the Tenant's lease;

c) ndlord to accept any rent or other payment due

d) ease (except that a surrender of part will end the ility in respect of the surrendered part);

e) ounterclaim that the Tenant or the Guarantor may

f) disability or change in the constitution or status of nt or of any other person who is liable, or of the

g) merger by any party with any other person, any quisition of the whole or any part of the assets or ty by any other person;

h) rrence in relation to the Guarantor of an Act of

i) an a release by the Landlord by deed.

10.6 The C in competition with the Landlord in the insolvency of the ke any security, indemnity or guarantee from the Tena nt's obligations under this Lease.

10.7 The C ed from its future obligations under this Lease at the e

a) his Lease expires;

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

c) releases the Guarantor in accordance with clause

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11. **Applicable law**

11.1 This Lease shall be governed by the law of England and Wales and the contractual obligations arising out of or in connection with it shall be construed in accordance with 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 court having jurisdiction shall have the power to make an order of the courts of England and Wales with this Lease, including in relation to any non-contractual obligations, including in relation to any non-court of competent jurisdiction.

**THIS LEASE** has been made and delivered on the day on which it has been dated

[Execution clauses]

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

<<Affix seal here>>

Director

Director/Secretary

**OR (alternative completion)**

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

Signature:

Director

Signature:

[Director][Secretary]

**OR (alternative completion)**

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

Signature:

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

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

Signed as a deed by \_\_\_\_\_ *Signature:*  
<<Landlord's Name>>  
in the presence of \_\_\_\_\_

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

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

Address \_\_\_\_\_

**[Execution clauses]**

Executed as a deed by \_\_\_\_\_  
the common seal of \_\_\_\_\_  
<<Tenant's Name>> \_\_\_\_\_ *<<Affix seal here>>*  
in the presence of \_\_\_\_\_

\_\_\_\_\_  
Director

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

**OR (alternative completion)**

Executed as a deed by \_\_\_\_\_ *Signature:*  
<<Tenant's Name>> \_\_\_\_\_  
acting by [a director \_\_\_\_\_ *Signature:*  
secretary] [two directors \_\_\_\_\_ *Signature:*

Director

[Director][Secretary]

**OR (alternative completion)**

Executed as a deed by \_\_\_\_\_ *Signature:*  
<<Tenant's Name>> \_\_\_\_\_  
acting by a director \_\_\_\_\_  
presence of \_\_\_\_\_

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 of the common seal of <<Guarantor's Name>>  
in the presence of \_\_\_\_\_ <<affix seal here>>

Director \_\_\_\_\_

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

**OR (alternative clause for company)**

Executed as a deed of <<Guarantor's Name>>  
acting by [a director or secretary] [two directors] *Signature:*

Director

*Signature:*

[Director][Secretary]

**OR (alternative clause for company)**

Executed as a deed of <<Guarantor's Name>>  
acting by a director in the presence of \_\_\_\_\_ *Signature:*

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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## nts Granted to the Tenant

1. The right to use the Premises for the purpose of connecting to public mains for the supply of water, gas, electricity, air, foul and surface water drainage, electricity, telecommunications, internet, data communications and similar supplies or use.
2. The right to use the Premises from any adjoining premises owned by the Landlord.
3. [The right in and to the Premises is granted to the Tenant and all others authorised by the Landlord to:
  - a) use for the purpose of obtaining access on foot only to and egress from the Premises by way of the courtyards and emergency escapes within the property [which are shown edged green on the plan attached to this Lease];
  - b) use for the purpose of obtaining access to and egress from the Premises by way of the estate roads within the Landlord's Neighbouring Property [which are shown edged blue on the plan attached to this Lease];
  - c) <<insert any other rights to be granted to the Tenant>>.]
4. [Except as mentioned in paragraph 3, the Tenant of this Lease does not include any right over the Premises by virtue of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1969) 1 W.L.R. 1329.]

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**Points Reserved to the Landlord**

- [illegible]

6. [The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions upon the Tenant.]
7. The right to carry out any construction, demolition, alteration or redevelopment on the Premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works do not materially adversely affect the flow of light and air to the Premises and in connection with those works to underpin and shore up the Premises and the Landlord:
- giving notice to the Landlord of the works to be carried out;
  - consenting to the management of potential interference;
  - taking steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;
  - taking steps to ensure that the works comply with all relevant standards of construction and workmanship;
  - taking steps to ensure that the works do not produce any interference to the Premises by noise, dust or vibration, taking into consideration the Tenant's suggestions for limiting such interference;
  - making good any damage to the Premises or its contents.
8. The right, with the 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, provided that:
- any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
  - the scaffolding is erected as is reasonably practicable to the minimum extent necessary;
  - the scaffolding does not display any advertising (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises) unless the Tenant has obtained the Landlord's consent;
  - if the scaffolding obstructs or interferes with the signage of the Premises, the Landlord shall permit the Tenant to display a sign (approved by the Landlord) on the scaffolding in front of the Premises so that it is visible to the public.
9. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions upon the Tenant.
10. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions upon the Tenant.
11. All rights of reservation (if any) which the Landlord reserves in relation to the Premises that now exist or that might (but for this Lease) exist.

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## Rule – Regulations

1. Not without written consent to keep any inflammable, volatile, or dangerous substances on the Premises.
2. To make any alterations to the Premises under paragraph 1 in writing accompanied by all necessary plans and drawings to the reasonable satisfaction of the Landlord that they are necessary for the Tenant's business and will be kept in accordance with the Regulations.
3. When requested by the Landlord to provide a copy of any document relating to the Premises, the Tenant shall provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.
4. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.
5. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain overnight.
6. No mat, brush, or rubbish to be thrown out of the Premises.
7. Not to place or deposit any inflammable waste or refuse in the bins but to dispose of such waste in accordance with the bye-laws and in consultation with the Local Authority.
8. Not to overload the Premises with any machinery or equipment at any time when not serving the Premises.
9. No blind shopfront or display without the previous written approval of the Landlord in writing and type.
10. Not to place or deposit any goods or materials on the Landlord's Neighbouring Property.

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