

<p><b>LR1. Date of lease</b></p>
<p><b>LR2. Title number(s)</b></p>
<p><b>LR3. Parties to this lease</b></p> <p><i>Give full names, addresses and registered number, if any, of all parties. 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></p>
<p><b>LR4. Property</b></p> <p><i>Insert a full description of the property leased</i></p> <p><i>or</i></p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the property being leased is more fully described</i></p> <p><i>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></p>

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<p>date in full&gt;&gt;</p>
<p><b>Landlord's title number(s)</b></p> <p><i>Enter the title number(s) out of which this lease is granted. If the lease is not registered, enter the Landlord's title number(s)&gt;&gt;</i></p> <p><b>Other title numbers</b></p> <p><i>Enter the title number(s) against which entries of the lease have been referred to in LR9, LR10, LR11 and LR13 have been made.</i></p> <p><i>Enter the title number(s)&gt;&gt;</i></p>
<p><b>Name of Landlord&gt;&gt;</b></p> <p><b>Address of Landlord&gt;&gt;</b></p> <p><b>Company number&gt;&gt;</b></p> <p><b>Name of Tenant&gt;&gt;</b></p> <p><b>Address of Tenant&gt;&gt;</b></p> <p><b>Company number&gt;&gt;</b></p> <p><b>Guarantor (if any)</b></p> <p><b>Name of Guarantor&gt;&gt;</b></p> <p><b>Address of Guarantor&gt;&gt;</b></p> <p><b>Company number&gt;&gt;</b></p> <p><b>Other parties</b></p> <p><i>Enter the capacity of each party, for example "tenant company", "guarantor", etc.</i></p> <p><b>Name of other party&gt;&gt;</b></p> <p><b>Address of other party&gt;&gt;</b></p> <p><b>Company number&gt;&gt;</b></p>
<p><b>Effect of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b></p> <p><b>Property [shown edged red on the plan attached to this lease and] known as &lt;&lt;Insert description of Property&gt;&gt;</b></p>

# SAMPLE

<p><b>LR5. Prescribed statements etc.</b></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 Land Registration Rules 2003.</i></p> <p><i>This lease is made under, or by virtue of, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Leasehold Reform Act 1985</i></p> <p><i>Leasehold Reform Act 1988</i></p> <p><i>Leasehold Reform Act 1996</i></p>
<p><b>LR6. Term for which the Property is let</b></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 here will be used as part of the information to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><i>including commencement date&gt;&gt;</i></p> <p><i>including expiry date&gt;&gt;</i></p> <p><i>as specified in this lease at clause/paragraph &lt;&lt; &gt;&gt;</i></p> <p><i>as follows:</i></p> <p><i>term&gt;&gt;</i></p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, including VAT where payable.</i></p>	<p><i>premium or "none"&gt;&gt;</i></p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></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><b>LR9. Rights of acquisition etc.</b></p> <p><i>Insert the relevant provisions of the lease clauses 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 land</i></p>

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tenant's covenant to (or offer to) this lease

Landlord'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.*

easements granted by this lease for the benefit of the Property

easements granted or reserved by this lease for the benefit of the Property for the benefit of other

**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.*

**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 this 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.*

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

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

*If the Tenant is more than 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'**

... text otherwise requires, the following definitions shall apply:

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

... application for an administration order or an administration order in relation to the Tenant or any guarantor;

... ny notice of intention to appoint an administrator, the filing at court of the prescribed notice in connection with the appointment of an administrator, in relation to the appointment of an administrator, in relation to the Tenant or any guarantor;

... of a receiver or manager or an administrative receiver in relation to any property or interest of the Tenant or any guarantor;

... ent of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purposes of amalgamation or reconstruction of a company in respect of which a statutory declaration of insolvency has been filed with the Registrar

... petition for a winding-up order or a declaration of insolvency in respect of the Tenant or any guarantor;

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

**‘Annual Rent’**

**‘Conduits’**

**‘Interest’**

**‘Landlord’**

**‘Landlord’s  
Neighbouring  
Property’**

**‘Permitted Use’**

**‘Premises’**

**‘Rent’**

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y guarantor otherwise ceasing to exist  
ere the Tenant or any guarantor dies);

application for a bankruptcy order, the  
petition for a bankruptcy order or the  
ruptcy order against the Tenant or any

e shall apply in relation to a partnership  
(as defined in the Partnership Act 1890  
Partnerships Act 1907 respectively) subject  
referred to in the Insolvent Partnerships  
4/2421) (as amended), and a limited  
(as defined in the Limited Liability  
0) subject to the modifications referred  
ility Partnerships Regulations 2001 (SI  
ded).

cludes any analogous proceedings or  
taken pursuant to the legislation of  
n relation to a tenant or guarantor  
iled in such relevant jurisdiction;

t>> per year exclusive of VAT;

the transmission of water, gas, air, foul  
drainage, electricity, oil, telephone,  
ications, internet, data communications  
r utilities;

the rate of <<rate of interest on  
s e.g. two>> per cent per year above  
time being of Barclays Bank plc or (if  
bank ceases to exist) a reasonable  
d by the Landlord to the Tenant;

entitled to the immediate reversion to

ings owned by the Landlord near to the

cing and the using the Temporary

described in paragraph LR4 at the  
e;

ved as rent by this Lease;

**‘Rent Commencement Date’**

which rent is first to be paid>>;

**‘Rent Days’**

[June 29 September and 25 December]

**‘Surveyor’**

or architect from time to time appointed

**‘Temporary Structure’**

Description of temporary structure, e.g. described in the attached plans and

**‘Tenant’**

in title and assigns;

**‘Term’**

defined in paragraph LR6 at the beginning

**‘Title Matters’**

(if any) set out in the following list of documents affecting the Premises>>;

**‘VAT’**

constituted by the Value Added Tax Act otherwise expressly stated references to payable by the Tenant are exclusive of (chargeable).

1.2 Unless the context

each reference in this Agreement to:

1.2.1 “writing”

but not email;

1.2.2 a “working day”

to any day other than a Saturday, Sunday or public holiday in England and Wales;

1.2.3 a statute or provision

statute is a reference to that statute or provision as amended at the relevant time;

1.2.4 “this Agreement”

to this Agreement and each of the Schedules annexed to this Agreement at the relevant time;

1.2.5 a Schedule

Agreement; and

1.2.6 a clause of this Agreement (other than a clause of a Schedule)

reference to a clause of this Agreement is a reference to a clause of this Agreement or 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

	personal	
1.3.2	words im	er include the plural and vice versa;
1.3.3	words im	de any other gender;
1.3.4	reference the Term	n include any sooner determination of ion of time;
1.3.5	any cover obligation	t to do an act or thing includes an uch act or thing to be done;
1.3.6	reference neglect of servants	default of the Tenant include the act, of the Premises and their respective
1.3.7	the claus taken into	part of this Lease and are not to be ion or interpretation; and
1.3.8	reference collateral	de any document supplemental or uant to its terms.
1.4	The headings in its interpretation	convenience only and shall not affect
<b>2.</b>	<b>Demise and Rent</b>	
2.1	The Landlord le (insofar as the Schedule, exce Neighbouring P to the Title Mat	the Tenant for the Term together with (same) the rights set out in the First for the benefit of the Landlord's in the Second Schedule, and subject
2.2	The Tenant mus	
2.2.1	the Annu order (or the first beginning before th	ents in advance by bankers' standing ndlord so requires) on the Rent Days, the date of this Lease for the period cement Date and ending on the day
2.2.2	any othe and	ant to the Landlord under this Lease;
2.2.3	any VAT	e.
<b>3.</b>	<b>Tenant's Covenants</b>	
3.1	The Tenant cov	
3.1.1	To pay t legal or e law.	nd in the manner stated without any off or counterclaim unless required by

- 3.1.2 If any sum of money is unpaid for more than <<maximum length of time to be in arrears e.g. 7 days>> (whether formally demanded or not) and the Landlord refuses to accept rent so long as the Tenant is in arrears, the Tenant must on demand pay Interest (at the rate of <<interest rate>> in arrears) calculated on a daily basis on the amount of the arrears from the due date until the date on which payment is made.
- 3.1.3 To pay or discharge all rates, taxes, duties, levies, charges, and financial impositions charged on the Premises and to indemnify the Landlord against all existing and future rates, taxes, duties, levies, charges, and financial impositions charged on the Premises.
- a) tax (including stamp duty) payable; and
- b) any other charges payable by the Landlord's dealing with its own interests.
- 3.1.4 To pay or discharge all charges incurred relating to the Premises (including but not limited to charges against all charges incurred relating to the Premises (including but not limited to surface water drainage, electricity, oil, gas, water, telephone, telegraph, post, communications, internet, data, and other services, and supplies or utilities supplied to the Premises (including but not limited to charges and meter rents).
- 3.1.5 If the Landlord requires the Tenant to vacate the Premises because it has been allowed during the Term of the Lease, the Tenant shall be good that loss to the Landlord on demand.
- 3.1.6 To keep the Premises in good and tidy and make good any damage caused.
- 3.1.7 At the end of the Term of the Lease, the Tenant shall:
- a) to repair the Premises to the Landlord in the repair and condition in which they were at the beginning of the Term of the Lease;
- b) if the Tenant has made any alterations to the Premises, to remove all items the Tenant has made and to make good any damage caused to the Premises;
- c) to remove all the Tenant's 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) leases, contracts, asbestos surveys and reports and fire risk assessments.
- 3.1.8 If, following the end of the Term 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 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



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- 3.1.9 To permit the Landlord, at reasonable times on reasonable prior notice (e.g. 14 days), to enter and inspect the Premises and:
- a) if the Landlord or Surveyor gives to the Tenant (or leaves a copy of 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 provisions of clause 3.1.9 a) of two months from the date of the notice) to enter the Premises and
- b) if the Landlord, in accordance with clause 3.1.9 a), to permit the Tenant 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 invoice and proof of debt) the proper expenses of such works, including the costs of the Landlord's Surveyor's and other fees).
- 3.1.10 To allow the Landlord, at any time, to exercise any right to enter the Premises to do so as to enable the Landlord to employ contractors, agents and professional advisers to inspect the Premises at any reasonable time (whether or not during business hours) and, except in the case of an emergency, to give the Tenant reasonable notice (which need not be in writing) to do so.
- 3.1.11 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 enforcement of the provisions of: of:
- a) 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 requirement 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 where the Landlord unreasonably refuses to give consent;
- d) the provisions of a schedule of dilapidations served on the Tenant at the end of the Term.
- 3.1.12 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 purpose, or for any business, manufacture, occupation or thing; and
- d) to use the Premises for the Permitted Use [and only between the hours of 9.00am to 5.00pm on Mondays to Fridays (and not on bank holidays or public holidays).
- 3.1.13 Not to make any structural alterations to the Premises other than the installation of the Tenant's fire alarm system.
- 3.1.14 Not to exhibit any notice or advertisement at the Premises other than the Tenant's trading name in the position specified in the Schedule of Fixtures and Fittings, subject to that sign must be of a size, layout and material approved by the Landlord. The Tenant shall have the right to remove any sign and make good any damage to the Premises to the reasonable satisfaction of the Landlord.
- 3.1.15 With regard to the use of the Premises in respect of the Premises:
- a) to carry out any work relating to the Premises or to the Tenant's business on the Premises;
- b) within the time specified in the Schedule of Fixtures and Fittings, to provide the Landlord with a copy of any notice or other communication sent by the Tenant of any notice or other communication sent by the Tenant to the Premises to send a copy to the Landlord. The Tenant shall take all necessary steps to comply with any such communication and take any other action which the Landlord acting reasonably may require;
- c) not to carry out any work relating to the Premises or to the Tenant's business without the prior written permission in relation to the Premises of the Landlord;
- d) to carry out any work relating to the Premises or to the Tenant's business without the prior written permission of the Landlord relating to or affecting the Premises;
- e) to keep the Premises in good repair and to comply with all fire prevention, detection and alarm requirements which are required by law or by the insurers of the Premises and to comply with any requirements required by the Landlord and to allow the Landlord to inspect it from time to time;
- f) to notify the Landlord in writing of any defect or disrepair in the Premises and to indemnify the Landlord under any law or regulation which may apply to the Premises.
- 3.1.16 Not to acquire any rights or interests in the Premises or any easements or rights of way over the Premises or any easements or rights of way over the Premises.
- a) the Tenant shall not acquire any rights or interests in the Premises or any easements or rights of way over the Premises; and

- b) the Tenant shall not do anything in any way that the Landlord requires in writing to do in order to comply with any provision so long as the Landlord meets the Tenant's requirements and the action is not adverse to the Tenant's business interests;

3.1.17 With regard to the Premises:

- a) not to allow any person to use the Premises as a dwelling or as a residence for another;
- b) not to allow any person to occupy the whole or any part of the Premises;
- c) not to allow any person to have possession or occupation of the whole or any part of the Premises;
- d) not to allow any person to use the whole or any part of the Premises;
- e) not to allow any person to use the Premises; and
- f) not to allow any person to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of its consent require compliance with the conditions imposed by the Landlord.

3.1.18 The conditions of the Premises shall be such as to enable the Landlord to impose in relation to an assignment of the Premises:

- a) that the assignee shall be someone who, immediately before the assignment, was either a guarantor of the Tenant's obligations or a guarantor of the obligations of this Lease under an authorised guarantor;
- b) that the assignee shall enter into an agreement guaranteeing that the assignee shall comply with the Tenant's covenants in this Lease (an "Authorised Agreement") in such form as the Landlord may require;
- c) that the assignee shall, in the Landlord's reasonable opinion of sufficient value, provide to enable it to comply with the Tenant's covenants in this Lease;
- d) that the assignee shall, in the Landlord's reasonable opinion of sufficient value, provide a guarantee and indemnity of the Tenant's obligations in such form as the Landlord may require;
- e) that the assignee shall provide a rent deposit deed in such form as the Landlord may require with the Landlord providing for a deposit of at least six months' Annual Rent (plus interest) at the date of the assignment) as security for the performance of the tenant's covenants in this Lease and the return of the deposit; and
- f) that the assignee shall, in the Landlord's reasonable opinion of sufficient value, provide a guarantee of the Annual Rent or any other obligations of the Tenant under this Lease and that any material

- breakdown of the cost of the repair, and the Tenant has been remedied.
- 3.1.19 To permit the Tenant at any time during the Term to enter the Premises for the purpose of giving a notice in writing to a suitable part of the Premises a notice in writing to allow potential tenants and buyers to view the Premises at any times (accompanied by the Landlord or its agent).
- 3.1.20 With regard to the Tenant's obligations to the Landlord's insurers and not to do anything which increases any liability by the Landlord to repay the Landlord on demand.
- a) to co-operate with the Landlord's insurers and not to do anything which increases any liability by the Landlord to repay the Landlord on demand;
- b) if the Landlord's insurers require the Tenant to do anything which increases any liability by the Landlord to repay the Landlord on demand.
- 3.1.21 To pay VAT 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.
- 3.1.22 Where the Tenant is required to pay the Landlord any sum by way of a refund or indemnity in connection with this Lease, to pay the Landlord any sum by way of a refund or indemnity in connection with this Lease, to the extent that the Landlord or other person has paid such VAT under the Value Added Tax Act 1994.
- 3.1.23 The Tenant shall indemnify the Landlord against all actions, claims, demands, damages, expenses, charges, costs, third party and the Landlord's own liabilities incurred in defending or settling any action, or in respect of any personal injury or death, or damage to property or any right arising from:
- a) the use of the Premises or the Tenant's use of the Premises;
- b) the use of the Premises or the Tenant's use of the Premises;
- c) the use of the Premises or the Tenant's use of the Premises.
- 3.1.24 In respect of the indemnity in clause 3.1.23, 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 may reasonably require, subject to the Tenant's cost, all costs incurred by the Landlord in connection with the claim; and
- c) mitigate the Landlord's cost) where it is reasonable for the Landlord to do so.

- 3.1.25 To complete the relevant entries set out in the Third Schedule and any other requirements made by the Landlord from time to time in the interest of the Premises and its management.
- 3.1.26 To pay or contribute towards a fair proportion (to be determined by the Landlord) of the rates and expenses properly incurred by the Landlord in respect of the Premises, including, replacing, maintaining, cleansing and (where applicable) repairing any Conduits, structures or other items which are or may be liable of being used by the Premises in connection with the business.
- 3.1.27 Within 21 days of the completion of the Premises by the Tenant or any other person) to provide to the Landlord a copy of the relevant document together with any other documents necessary to enable the Landlord to register the relevant registered titles to the Landlord.
- 3.1.28 If this Lease is not registered at the Land Registry, the Tenant shall, within one month of this Lease to apply to the Land Registry to register the Lease and once the registration has been completed, to provide to the Landlord a copy of the relevant titles to the Landlord.
- 3.1.29 At the end of the Lease and at any time as the Landlord reasonably requires, the Tenant shall deliver to the Landlord the original of this Lease and shall be responsible for removing and to remove entries in relation to it from the relevant registered title.
- 3.1.30 To notify the Landlord of any guarantor of the Tenant's obligations under this Lease and if the Landlord so requires to procure the guarantor to execute a deed of guarantee in the same terms as the original deed of guarantee.

#### 4. Landlord's Covenants

- 4.1 The Landlord covenants to pay the rates and other charges and to permit the Tenant to occupy the Premises without any interruption by the Landlord except as may be required by the Lease.

#### 5. Provisos and Agreements

- 5.1 The parties agree that:
- 5.1.1 any rent or other sum payable by the Tenant in respect of the Premises shall be paid in advance and no time rent is allowed to be in arrears and no interest shall be payable on any sum due (whether formally demanded or not); and
- 5.1.2 the Tenant shall not assign or sublet the Premises or any part of them without the prior written consent of the Landlord and
- 5.1.3 there is a covenant on the part of the Tenant to repair and maintain the Premises and the Landlord may, at any time, enter the Premises and on doing so may carry out any repairs or maintenance available to the Tenant (or any part of them) at any time after the Tenant has been notified in writing that this will not affect any right or remedy available to the Landlord.

- 5.2 Nothing in this Lease shall affect the right to enforce, or to prevent the release or modification of, any covenants, rights or conditions to which any adjoining land is subject.
- 5.3 The parties agree that a party to this Lease has no right to enforce any term of this Lease arising solely by virtue of the (Rights of Third Parties) Act 1999 to the benefit of the Premises.
- 5.4 The Tenant acknowledges that the 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 under clause 6.2 or to any other address specified as its address for service by giving 14 days' notice under this clause 6.
- 6.2 A notice served on:
- 6.2.1 a company or partnership registered in the United Kingdom at its registered office;
  - 6.2.2 a person or persons domiciled in a country outside the United Kingdom or a company or partnership whose address for service in the United Kingdom is specified in the deed or document to which they are a party or which has been given at their last known address;
  - 6.2.3 anyone else, at any postal address in the United Kingdom, at any time for the registered proprietor on the register of title at paragraph LR2.1 at the beginning of this Lease, or if not so given, at its last known address in the United Kingdom;
  - a) in the case of a company or partnership, at the Premises;
  - b) in the case of a person or persons, at the address of that party set out in the deed or document to which they gave the guarantee; and
  - c) in the case of anyone else, at their last known address in the United Kingdom;
- 6.3 Any Notice given in accordance with the date of post or the time the notice is sent to or left at that

- 6.4 If a notice is treated as served at any time on a 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 immediately following working day.
- 6.5 Service of a notice in accordance with paragraph 6.4 is not 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 a notice in writing specifying the notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period specified in this Lease.
- 7.2 If the Lease ends on a date which is not a working day, this will not affect the rights of any party for any purpose in this Lease.
- 7.3 The Landlord shall be entitled to recover all payments of Rent that relate to a period after the termination of the Lease.]
- 8. [Termination by Tenant]**
- 8.1 The Tenant may terminate this Lease at any time [after <<insert date>>] by giving to the Landlord a notice in writing specifying the notice period to terminate lease e.g. 3 or 6 months>> not less than the notice period specified in this Lease.
- 8.2 This Lease shall terminate on the date on which a notice given by the Tenant if the Tenant has paid the Rent up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.
- 8.3 [The break right shall be exercisable by the Tenant named in paragraph LR3 of the 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 be the Tenant named in the Lease.]
- 8.4 If the Lease ends on a date which is not a working day, this will not affect the rights of any party for any purpose in this Lease.
- 8.5 The Landlord shall be entitled to recover all payments of Rent that relate to a period after the termination of the Lease.]
- 9. Exclusion of Security of Tenure**
- 9.1 The Tenant confirms that he/she/it is not a tenant of this Lease (or as the case may be before the Tenant was bound to enter into this Lease) the Tenant is not a tenant of the Premises in the form set out in schedule 1 to the Regulatory (Leasehold Property) (England and Wales) Order 2003.
- 9.2 The Tenant confirms that he/she/it (or a person on behalf of the Tenant) has not made a [declaration in paragraph 7] [statutory declaration in paragraph 7] in the form set out in schedule 2 to the 2003 Order.
- 9.3 The Tenant confirms that he/she/it (or a person on behalf of the Tenant) who made the declaration on the authority.

9.4 The Landlord and Tenant shall be bound by the provisions of the Landlord and Tenant (Covenants) Act 1995 (the "1995 Act") in relation to the tenancy created by this Lease.

## 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 Tenant's obligations, to indemnify the Landlord against all losses, damages and expenses caused to the Landlord by the Tenant's breach of covenants or comply with the Tenant's obligations (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 covenants or voluntarily or otherwise 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 termination 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 Guarantor's option (including payment of the Landlord's costs) do either:

a) for a period of three months or for the Tenant being struck off the register;

b) ending the Lease on the date of the disclaimer or the Tenant being struck off the register;

c) at the Guarantor's option, the Lease shall be deemed to be terminated;

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 termination date that has not been reviewed as at the date of the termination;

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

f) otherwise, the Lease shall be deemed to be terminated and conditions as this Lease; or



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10.2.2 pay the  
sums due  
the rents  
would be  
forfeiture

the rents, any outgoings and all other  
the amount equivalent to the total of  
er sums due under this Lease that  
of 6 months following the disclaimer,

10.3 If clause 10.2.2  
must release the  
(but that will not

t of the payment in full, the Landlord  
ure obligations under this clause 10  
nts in relation to any prior breaches).

10.4 The Guarantor's

ed or discharged by:

10.4.1 any failure  
enforcement  
Tenant of

enforce in full, or any delay in  
st, or any concession allowed to the

10.4.2 any variation  
Guarantor

ot that a surrender of part will end the  
ect of the surrendered part);

10.4.3 any right  
may have

im that the Tenant or the Guarantor

10.4.4 any death  
of the Te  
the Land

r change in the constitution or status  
f any other person who is liable, or of

10.4.5 any amalgamation  
restructuring  
undertaken

any party with any other person, any  
the whole or any part of the assets or  
ther person;

10.4.6 the existence  
Insolvency

elation to the Guarantor of an Act of

10.4.7 anything

e by the Landlord by deed.

10.5 The Guarantor  
insolvency of the  
guarantee from  
Lease.

mpetition with the Landlord in the  
not take any security, indemnity or  
f the Tenant's obligations under this

10.6 Nothing in this  
exceeds the liability

e any liability on the Guarantor that  
ad were it the tenant of this Lease.]]

## 11. Applicable Law and Jurisdiction

11.1 This Lease and  
with it will be governed

gations arising out of or in connection  
land and Wales.

11.2 Subject to clause  
be settled by arbitration,  
have exclusive jurisdiction  
connection with the  
obligations.

ns in this Lease requiring a dispute to  
n, the courts of England and Wales  
any dispute arising out of or in  
in relation to any non-contractual

11.3 Any party may

r of the courts of England and Wales

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arising out of or  
contractual oblig

lease, including in relation to any non-  
competent jurisdiction.

**THIS LEASE** has been executed  
dated

ered 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

<<Affix seal here>>

Director

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

**OR (alternative company exe**

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

ature:

Director

ature:

[Director][Secretary]

**OR (alternative company exe**

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

ature:

Director

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

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

Address \_\_\_\_\_

**OR (execution clause where**

al)

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

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

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

Address \_\_\_\_\_

[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

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

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

Address \_\_\_\_\_

**OR (execution clause where)**

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

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A

M

P

L

E

<<Affix seal here>>

\_\_\_\_\_  
signature:

Director

\_\_\_\_\_  
signature:

[Director][Secretary]

\_\_\_\_\_  
signature:

Director

Signature of witness \_\_\_\_\_  
Name (in BLOCK CAPITALS) \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

[Execution clauses for guarantor]

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

<<affix seal here>>

\_\_\_\_\_  
Director

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

**OR (alternative company execution)**

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

\_\_\_\_\_  
signature:

\_\_\_\_\_  
Director

\_\_\_\_\_  
signature:

\_\_\_\_\_  
[Director][Secretary]

**OR (alternative company execution)**

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

\_\_\_\_\_  
signature:

\_\_\_\_\_  
Director

Signature of witness \_\_\_\_\_  
Name (in BLOCK CAPITALS) \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**OR (execution clause where the deed is signed by the company (as a legal entity))**

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 by virtue of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* or otherwise.]

## Second Schedule – Rights Reserved to the Landlord

1. The right to the passage of, and the supply of, gas, 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 7 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 place plant or equipment on the roof of the Premises and a right of access to the roof for the purpose of carrying out any work which the Landlord may require.]
5. 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 the Landlord is required in connection 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 Landlord in respect of the extent of potential interference;
- 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 avoid 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.
6. The right, where necessary, to place scaffolding and other equipment onto the Premises and to erect or of or outside any buildings on the Premises in exercising the rights conferred by this Lease provided that:
- a) any scaffolding is removed as soon as is reasonably practicable, with any damage caused to the exterior of the Premises being made good;
- b) the scaffolding caused no obstruction to the entrance to the Premises as is reasonably practicable to the Landlord;
- c) the scaffolding does not obstruct or interfere with any sign displayed on it (except for any health and safety notices or 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 in front of the Premises so that it is visible to the public.
7. The right to use the Landlord's Property for any purpose whatsoever and without imposing upon or restricting the use of the neighbouring premises any restrictions or conditions similar to those imposed on the Tenant.
8. The right to support and maintain any building or premises owned by the Landlord and adjacent to the Premises.
9. All rights of light or air (whether or not they now exist or that might (but for this reservation) be acquired by the Tenant).



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1. Not without the Landlord's consent to keep any inflammable, volatile, dangerous or explosive materials.

## ations

nt to keep any inflammable, volatile, dangerous or explosive materials.

2. To make any application for a licence or registration required to use the Premises for the purposes of the Tenant's business and will be kept in accordance with relevant regulations.

graph 1 in writing accompanied by all information required to satisfy the reasonable satisfaction of the Landlord that the material in question is for the purposes of 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.

copy of any document relating to the Tenant's compliance with the relevant regulations Regulations 2012 at the Premises.

4. To obtain, maintain and renew a licence or registration in connection with the Permitted Use of the Premises and to comply with the terms and conditions of the licence or registration and any other regulations relevant to the Permitted Use.

or registration which is required in connection with the Permitted Use of the Premises and to comply 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 Landlord's Neighbouring Property.

Landlord's Neighbouring Property.

6. No vehicles may be parked on the Landlord's Neighbouring Property for the purposes of loading or unloading of goods or materials overnight.

main in any service area within the Landlord's Neighbouring Property for the purposes of loading or unloading of goods or materials and no vehicles may remain parked on the Landlord's Neighbouring Property for the purposes of loading or unloading of goods or materials overnight.

7. To comply with all relevant regulations on the estate roads within the Landlord's Neighbouring Property.

ons on the estate roads within the Landlord's Neighbouring Property.

8. Not to place harmful, toxic or flammable waste or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.

or refuse in the bins but to dispose of such waste or refuse in accordance with the bye-laws and in consultation with the Local Authority and the Landlord.

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