

# 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 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</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 property [shown edged red on the plan attached to this lease and] known as <<Insert address of Property>>

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

**LR5. Prescribed statements etc**

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

In LR5.2, omit or delete those Acts which do not apply to this lease.

statements prescribed under rules 179 (leases in favour of a charity), 180 (leases by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

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

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

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

NOTE: The information you provide in this clause, here will be used as part of the information to identify the lease under rule 6 of the Land 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.

# S A M P L E

## 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 affecting the lease by the Landlord other than the Property

Insert the relevant provisions of the lease clause, schedule or part of a schedule 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 restriction

Set out the full text of the application for planning permission or restriction and the title entered. If you wish to use the standard form of restriction

N/A

<p>apply for each of them, tell us who is to be charged with the restriction against which title and set out the restriction you are applying.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Act 2003.</p>	
<p><b>LR14. Declaration of trust when more than one person comprises the Tenant</b></p> <p><i>If the Tenant is one person, omit the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or inserting the applicable alternative statement.</i></p>	<p>... is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>... is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</p> <p>... is more than one person. They are to hold the Property on trust &lt;&lt;Complete as appropriate&gt;&gt;]</p>

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

<p><b>‘Act of Insolvency’</b></p>	<p>means:</p> <ul style="list-style-type: none"><li>(a) the filing of a petition for an administration order or the making of an administration order;</li><li>(b) the filing of a petition for an administration order or the making of an administration order in relation to the Tenant or any guarantor;</li><li>(c) the filing of a petition to appoint an administrator, or the making of an administration order in connection with the appointment of an administrator, or the appointment of an administrator in relation to the Tenant or any guarantor;</li><li>(d) the receiver or manager or an administrative receiver taking control of the property or income of the Tenant or any guarantor;</li><li>(e) the filing of a petition for a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of the reconstruction or amalgamation of a solvent company in respect of which a statement of solvency has been filed with the Registrar of Companies.</li></ul>
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	<p>panies;</p> <p>petition for a winding-up order or a winding-up order of the Tenant or any guarantor;</p> <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>y guarantor otherwise ceasing to exist (but excluding nt or any guarantor dies); or</p> <p>an application for a bankruptcy order, the presentation of a bankruptcy order or the making of a bankruptcy of the Tenant or any guarantor.</p> <p>ove shall apply in relation to a partnership or limited n in the Partnership Act 1890 and the Limited 07 respectively) subject to the modifications referred t Partnerships Order 1994 (SI 1994/2421) (as nited liability partnership (as defined in the Limited s Act 2000) subject to the modifications referred to in Partnerships Regulations 2001 (SI 2001/1090) (as</p> <p>cludes any analogous proceedings or events that may o the legislation of another jurisdiction in relation to a or incorporated or domiciled in such relevant</p>
<b>‘Annual Rent’</b>	ent>> per year exclusive of VAT;
<b>‘Conduits’</b>	r the transmission of water, gas, air, foul and surface ictricity, oil, telephone, heating, telecommunications, unications and similar supplies or utilities;
<b>‘Energy Performance Certificate’</b>	iven to it in the Energy Performance of Buildings ) Regulations 2012;
<b>‘Environmental Performance’</b>	<p>he following:</p> <p>tion of energy and associated generation of s emissions;</p> <p>on of water;</p> <p>on and management; and</p> <p>onmental impact arising from the use or operation of</p>
<b>‘Insurance Rent’</b>	e Landlord of:

# S A M P L E

	<p>premises insured in accordance with the Landlord's Lease;</p> <p>loss of Annual Rent;</p> <p>public or third-party liability; and</p> <p>losses of the Premises for insurance purposes from any excess or deductible under any insurance policy and incurs or will incur in reinstating the Premises or damage by an Insured Risk;</p> <p>the amount that the insurers refuse to pay following reduction by an Insured Risk to the Premises because of neglect or failure to act; and</p> <p>any increased premiums that the insurers may require in connection with 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 leakage of pipes, tanks or apparatus, impact by aircraft or other vehicles, impact by any articles dropped from them, impact by vehicles, vibration, commotion and malicious damage to the extent, in so far as such insurance is generally available on normal commercial terms in the market at the time the insurance is taken out, and against which the Landlord reasonably insures from time to time, subject to all cases to any excesses, limitations and exclusions of the insurers;</p>
<b>'Interest'</b>	<p>the rate of &lt;&lt;rate of interest on outstanding payments &gt;&gt; per year above the base rate for the time being of force of the Act or (if base rate or that bank ceases to exist) a rate notified by the Landlord to the Tenant;</p>
<b>'Landlord'</b>	<p>the person 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>the use or distribution within use class B8 of the Town and Country Planning (Use Classes) Order 1987;</p>
<b>'Premises'</b>	<p>the premises described in paragraph LR4 at the beginning of this Lease and all other fixtures and fittings in the Premises (other than the fixtures and fittings);</p>

<b>‘Rent’</b>	means	at by this Lease;
<b>‘Rent Commencement Date’</b>	means	first to be paid>>;
<b>‘Rent Days’</b>	means year;	[September and 25 December] in each
<b>‘Surveyor’</b>	means Landlo	ect from time to time appointed by the
<b>‘Tenant’</b>	include	assigns;
<b>‘Term’</b>	means Lease;	paragraph LR6 at the beginning of this
<b>‘Title Matters’</b>	means list of o	out in the following documents: <<insert landlord's title to the Premises>>;
<b>‘VAT’</b>	means unless payable	by the Value Added Tax Act 1994 (and ted references to rent or other monies sive of any VAT charged or chargeable).

- 1.2 Unless the context requires otherwise, each reference in this Agreement to:
- 1.2.1 “writing” does not include oral communication but not email;
  - 1.2.2 a “working day” means any day other than a Saturday, Sunday or a bank holiday in England and Wales;
  - 1.2.3 a statute or statutory provision is a reference to that statute or provision as amended at the relevant time;
  - 1.2.4 “this Agreement” means this Agreement and each of the Schedules annexed to this Agreement and each of the Schedules annexed at the relevant time;
  - 1.2.5 a Schedule means a Schedule to this Agreement; and
  - 1.2.6 a clause of a Schedule means a clause of this Agreement (other than the Schedule) of the relevant Schedule.
- 1.3 In this Agreement:
- 1.3.1 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - 1.3.2 words importing the singular shall include the plural and vice versa;
  - 1.3.3 words importing the masculine gender shall include any other gender;
  - 1.3.4 reference to a period of time shall include any sooner determination of the Term of the Lease or period of time;
  - 1.3.5 any covenant or obligation to do an act or thing includes an obligation to do such act or thing to be done;

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1.3.6 Neglect or default of the Tenant include the act, any occupier of the Premises and their respective

1.3.7 do not form part of this Lease and are not to be its construction or interpretation; and

1.3.8 Lease include any document supplemental or ed into pursuant to its terms.

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

## 2. Demise and

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

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

3.1.3 he 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.

3.1.4 e Landlord against all charges incurred relating to and surface water drainage, electricity, oil, ecommunications, internet, data communications

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for utilities supplied to the Premises (including all meter rents).

obtaining relief because it has been allowed during the Term, the Tenant must make good that loss to the Landlord on demand.

The Premises must be kept in good and substantial repair and condition and the Tenant must make good where damage results from any of the risks insured by the Landlord has insured under Clause 4.1.2 unless the insurance money is refused by reason of any act, omission or negligence of the Tenant).

The Tenant must renew all floor coverings in the Premises as often as is necessary to keep them in good condition, and, in the final three months of the Term, renew all floor coverings of a colour and quality first class.]

The Tenant must redecorate the inside of the Premises as often as is necessary to keep them in good condition and also in the last three months before the end of the Term. Any changes in the external colour scheme must first be approved by the Landlord. All decoration must be carried out in a good and workmanlike manner using good quality materials that are appropriate to the Premises and make all appropriate preparatory work.

The Premises which are not built upon clean and sound ground.

:

The Tenant must deliver the Premises to the Landlord in the repair and condition required by the Lease;

The Tenant must also require, to remove all items the Tenant has stored in the Premises, remove any alterations the Tenant has made to the Premises and make good any damage caused to the Premises by that removal;

The Tenant must remove the Tenant's possessions from the Premises; and

The Tenant must deliver to the Landlord all documents held by the Tenant relating to health and safety matters including (but not limited to) fire risk assessments, asbestos surveys and reports, gas safety certificates and reports, and certificates relating to electrical systems.

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

The Landlord may as the agent of the Tenant sell the possessions.

The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose possessions have been damaged or destroyed by the Landlord in the mistaken belief that the possessions were the Tenant's; and

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

The Landlord must at all reasonable times on reasonable prior notice enter and inspect the Premises and:

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or its agents or Surveyor gives to the Tenant (or 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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if the Tenant does not comply with clause 3.1.12 a), to permit the Surveyor 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).

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shall be entitled to exercise any right to enter the Premises to inspect, measure, test, investigate, photograph, film, or otherwise to take any action, and, except in the case of an emergency after giving reasonable notice (which need not be in writing) to the Tenant.

3.1.1

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

of the tenant covenants of this Lease;

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

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

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

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

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Premises for any illegal or immoral purpose;

the Premises as sleeping accommodation or for any other purpose;

carry on at the Premises any offensive, noisy or objectionable trade, business, manufacture, occupation or activity;

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

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Premises with any adjoining premises;

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

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

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

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

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

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

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

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

3.1.1

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

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the Tenant's obligations in respect of the Premises:

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

to acknowledge receipt by the Tenant of any notice or other communication affecting the Premises to send a copy to the Landlord.

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without delay to take all necessary steps to comply with any other communication and take any other action with it as the Landlord acting reasonably may

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

any planning permissions relating to or affecting

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

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

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

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

3.1.2

for any rights or easements to be acquired over the Premises. The Tenant may result in the acquisition of a right or easement:

The Tenant must notify the Landlord; and

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

3.1.2

on:

the Premises on trust for another;

allowing another to occupy the whole or any part of the Premises;

allowing another to share the possession or occupation of the whole or any part of the Premises;

allowing another to underlet the whole or any part of the Premises;

allowing another to occupy only part only of the Premises; and

allowing another to use the Premises as a whole without the prior written consent of the Landlord, provided that the Landlord may as a condition of giving consent require compliance with the provisions of clause 3.1.23.

3.1.2

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

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

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

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

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

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

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

3.1.2

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

3.1.2

the assignee:

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

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

3.1.2

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

3.1.2

the assignee is not obliged, under or in connection with this Lease, to reimburse any other person any sum by way of a refund or to pay an amount equal to any VAT incurred on that sum by any other person, except to the extent that the Landlord or assignee is entitled to a credit for such VAT under the Value Added Tax Act 1990.

3.1.2

the assignee indemnifies the Landlord against all actions, claims, damages, losses, third party, all costs, damages, expenses, charges, losses, claims, third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or

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any personal injury or death, damage to any  
ent of any right arising from:

condition of the Premises or the Tenant's use of

the Tenant's rights; or

t of any alterations.

3.1.2 In the event covered by the indemnity in clause 3.1.28, the

the Tenant of the claim as soon as reasonably  
r receiving notice of it;

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

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

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

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

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

3.1.3 In the event of compulsory registration at the Land Registry,  
e date of this Lease to apply to the Land Registry  
nd once the registration has been completed to  
the relevant titles to the Landlord.

3.1.3 To deliver to the Landlord the original of this Lease  
ents as the Landlord reasonably requires to close  
nd to remove entries in relation to it noted against  
ed title.

3.1.3 If any guarantor of the Tenant's obligations under  
solvent and if the Landlord so requires to procure  
cceptable to the Landlord enters into a deed of  
dlord in the same terms as the original guarantor.

#### 4. Landlord's

4.1 The Landlord shall provide the Tenant:

4.1.1 The Landlord shall provide the Tenant with the right of  
nt paying the rents and other sums due and  
gations under this Lease, to permit the Tenant to  
of the Premises without any interruption by the

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person claiming under or in trust for the Landlord permitted by the Lease.

4.1.2 The Insured Risks (other than any plate glass at the Premises) shall be by the Insured Risks for the full reinstatement of the Premises including professional fees and incidental expenses, debris removal and irrecoverable VAT, provided that the Insured Risks shall be subject to the following conditions:

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

subject to any exclusions or limitations as the insurers may

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

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

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

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

4.2 If, following the destruction of the Premises, the Landlord considers it expedient to reinstate the Premises, the Landlord may give notice to the Tenant. On giving notice this Lease shall continue in force without prejudice to any right or remedy of the Landlord under each of the tenant covenants of this Lease. Any insurance (other than any insurance for plate glass) shall belong to the Landlord.

## 5. Provisos and conditions

5.1 The payment of rent shall be subject to the following conditions:

5.1.1 The length of time rent is allowed to be in arrears e.g. 3 months after becoming due (whether formally demanded or not);

5.1.2 The Tenant shall not assign this Lease; or

5.1.3 The Tenant shall not sublet the Premises.

5.1.4 The Tenant shall not use the Premises (or any part of them) at any time after the expiry of the Lease (but this will not affect any right or remedy of the Landlord under this Lease).

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

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- 5.3 Nothing shall release the Tenant the right to enforce, or to prevent the release, of any benefit of any covenants, rights or conditions to which the Premises are subject.
- 5.4 The person on whom any claim arising out of this Lease is made who is not a party to this Lease has no right to rely on the Contracts (Rights of Third Parties) Act 1999 to enforce the same.
- 5.5 The Tenant warrants that nothing in this Lease constitutes or shall constitute a warranty that the Premises may lawfully be used for any purpose under this Lease.
- 5.6 The Tenant warrants that it has not entered into this Lease in reliance on any statement or representation made by or on behalf of the Landlord.
- 6. Notices**
- 6.1 Any notice or other communication in connection with this Lease must be in writing and must be sent by first class post or special delivery to or otherwise delivered to the recipient under clause 6.2 or to any other address if the recipient has specified as its address for service in writing the recipient's 'working days' notice under this clause 6.
- 6.2 A notice shall be served on:
- 6.2.1 if the recipient is an individual liability partnership registered in the United Kingdom, at its registered office;
- 6.2.2 if the recipient is a company or incorporated in a country outside the United Kingdom, at the address for service in the United Kingdom set out in the deed or document to which they are a party, if an address has been given at their last known address in the United Kingdom;
- 6.2.3 if the recipient is an individual, at the address for service as served:
- 6.2.3.1 the Landlord, at any postal address in the United Kingdom from time to time for the registered proprietor or set out in paragraph LR2.1 at the beginning of the Lease, if no such address is given, at its last known address in the United Kingdom;
- 6.2.3.2 the Tenant, at the Premises;
- 6.2.3.3 a guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and
- 6.2.3.4 any other party, at their last known address in the United Kingdom.
- 6.3 Any notice shall be served as served on the second working day after the date of the notice by first class post or special delivery or at the 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 Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant 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 assigns the Lease pursuant to Clause 7, this will not affect the rights of any party arising from the assignment in this Lease.

7.3 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

8. **[Termination**

8.1 The Landlord may terminate this Lease at any time [after <<insert date>>] by giving the Tenant 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 has paid the Rent due up to the date of determination and gives up possession of the Premises and leaves behind no continuing underleases.

8.3 [The Tenant's obligation under Clause 8 is personal to the Tenant named in paragraph 8.1 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 assigns the Lease pursuant to Clause 8, this will not affect the rights of any party arising from the assignment in this Lease.

8.5 The Landlord shall retain the Tenant all payments of Rent that relate to a period of <<insert period>> of this Lease.]

9. **Exclusion of**

9.1 The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is contractually bound to enter into this Lease) the Landlord shall serve on the Tenant a declaration in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.

9.2 The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is contractually bound to enter into this Lease) the Landlord shall serve on the Tenant a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in schedule 2 to the 2003 Order.

9.3 The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is contractually bound to enter into this Lease) the Landlord shall serve on the Tenant a declaration 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 agree pursuant to section 38A(1) of the Landlord and Tenant (Covenants) Act 1995 (sections 24 to 28 (inclusive) of the Landlord and Tenant (Covenants) Act 1995) in relation to the tenancy created by this Lease.

9.5 The Landlord and the Tenant shall confirm that there is no agreement to which the Tenant is a party.

9.6 [The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is contractually bound to enter into this Lease) the Landlord shall serve on the Tenant a notice in the form set out in schedule 1 to the Regulatory (England and Wales) Order 2003.

9.7 The Tenant shall, before the grant of this Lease (or as the case may be, before the Tenant is contractually bound to enter into this Lease) the Landlord shall serve on the Tenant a [declaration in the form set out in paragraph 7] [statutory declaration in the form set out in paragraph 8] of the Regulatory (England and Wales) Order 2003.]

# SAMPLE

9.8 The Guarantor shall ensure that, if applicable, the person who made the declaration on the Declaration Form was duly authorized by the Guarantor or so with the Guarantor's authority.

10. **[Guarantor'**

10.1 The Guarantor shall warrant and defend the Lessor and the Landlord that the Tenant will comply with all the obligations of the Tenant under this Lease. If the Tenant defaults, the Guarantor shall be obligated to and comply with those obligations;

10.1.1. **A** Landlord as primary obligor, and separate to the 10.1.1 above, to indemnify the Landlord against all damages and expenses caused to the Landlord by the Tenant's failure to pay the rents or comply with the Tenant's covenants and obligations (including the supplemental documents to this Lease); and

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

[illegible]

10.2. [REDACTED] shall pay the cost (including payment of the Landlord's costs) of the Lease of the Premises:

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

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

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

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

the same terms and conditions as this Lease; or

10.2. [REDACTED] 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 [REDACTED] guarantor must pay the Landlord's costs (on a full

- indemnify the Landlord in respect of the grant of the lease.
- 10.4 If clause 10.3 is not complied with on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this clause 10 (but that release shall not affect the Guarantor's rights in relation to any prior breaches).
- 10.5 The Guarantor's obligations shall not be reduced or discharged by:
- a) any reason to enforce in full, or any delay in enforcement, any right against, or any concession allowed to or in favour of, any third party;
  - b) the Guarantor exercising any right or remedy against the Tenant or the Landlord to pay the rents due under this Lease or observe the covenants under this Lease;
  - c) the Landlord to accept any rent or other payment under this Lease;
  - d) the surrender of this Lease (except that a surrender of part will not release the Guarantor's future liability in respect of the surrendered part);
  - e) any set-off or counterclaim that the Tenant or the Landlord may have;
  - f) any incapacity, disability or change in the constitution or membership of the Tenant, the Guarantor or of any other person who is bound by this Lease;
  - g) any assignment or merger by any party with any other person, or the acquisition of the whole or any part of the business of any party by any other person;
  - h) any occurrence in relation to the Guarantor of an Act of God or of war.
- 10.6 The Guarantor shall be released other than a release by the Landlord by deed.
- 10.7 The Guarantor shall be released from its future obligations under this Lease at the end of the period of time specified in clause 10.5:
- a) when this Lease expires;
  - b) when the Guarantor is released from the tenant covenants under this Lease by the Landlord and Tenant (Covenants) Act 1995; or
  - c) when the Landlord releases the Guarantor in accordance with clause 10.5.
11. **Applicable Law**
- 11.1 This Lease shall be governed by the contractual obligations arising out of or in connection with it and shall be subject to 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 determine any dispute arising out of or in connection with this Lease, save in relation to any non-contractual obligations.
- 11.3 Any order made by the courts of England and Wales shall be enforceable by an order of the courts of England and Wales.

arising  
contract

with this Lease, including in relation to any non-  
court of competent jurisdiction.

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

[Execution clauses]

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

<<Affix seal here>>

Director

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

**OR (alternative completion)**

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

*Signature:*

Director

*Signature:*

[Director][Secretary]

**OR (alternative completion)**

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

*Signature:*

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address \_\_\_\_\_

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

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

*Signature:*

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

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

Address \_\_\_\_\_

[Execution clauses]

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

<<Affix seal here>>

Director \_\_\_\_\_

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

**OR (alternative completion)**

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

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

Director

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

[Director][Secretary]

**OR (alternative completion)**

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

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

Director

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

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

Address \_\_\_\_\_

**OR (execution clause for individual)**

Signed as a deed by <<Tenant's Name>>

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

in the presence of

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

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

Address \_\_\_\_\_

[Execution clauses]

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

<<affix seal here>>

\_\_\_\_\_  
Director

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

**OR (alternative completion)**

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

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

Director

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

[Director][Secretary]

**OR (alternative completion)**

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

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

Director

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

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

Address \_\_\_\_\_

**OR (execution clause) as 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 the Premises to the public mains for the purpose of gas, air, foul and surface water drainage, electricity, oil, telephon communications, internet, data communications and similar supplies or use of the Premises.
2. The right to use the Premises from any adjoining premises owned by the Landlord.
3. [The right in and to the Premises and all others authorised by the Landlord to:
  - a) use for the purpose of gaining access on foot only to and egress from the Premises by way of the courtyards and emergency escapes within the Premises [which are shown edged green on the plan attached to this Lease];
  - b) use for the purpose of gaining access to and egress from the Premises by way of the estate roads within the Landlord's Neighbouring Premises [which are shown edged blue on the plan attached to this Lease];
  - c) <<ins>> the Premises for the purpose of the rights to be granted to the Tenant>>.]
4. [Except as mentioned in the preceding paragraph, the Tenant of this Lease does not include any right over the Premises by virtue of section 2 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* (1868) 15 Q.B. 137.]

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## Rights Reserved to the Landlord

1. The right to install, maintain, repair, replace, alter, move, remove, or otherwise use, air, foul and surface water drainage, electricity, gas, heating, ventilation, air conditioning, telecommunications, internet, data communications and similar services, equipment, conduits, pipes, cables, ducts, or other facilities, including any necessary supports, within or adjoining or neighbouring premises through the Premises.
2. The right to:
  - a) review, inspect, test, measure, monitor, install, maintain, repair, replace, alter, move, remove, or otherwise use, equipment within or relating to the Premises and any other equipment or facilities, including any necessary supports, within or adjoining or neighbouring premises;
  - b) estimate, assess, or determine the rebuilding cost of the Premises for insurance or other purposes;
3. If the relevant works are reasonably necessary, the right to enter the Premises and carry out the works, including any necessary supports, without entry onto the Premises, or any part of the Premises, or any party walls on or adjacent to the Premises; and
4. [Where the Tenant consents (in its sole discretion) consents, the right to enter the Premises to carry out the works to improve their Environmental Performance.]
5. The right to enter the Premises and carry out the works, including any necessary supports, required to carry out the works, including any necessary supports, with this Lease:
  - a) give written notice of the works, including any necessary supports, to the Tenant, not less than 7 working days' prior notice (except in the case of emergency repairs, in which case the Landlord must give as much notice as may be reasonably practicable);
  - b) observe the works, including any necessary supports, by the Tenant, or a representative of the Tenant, who the Landlord must make that representative available to the Tenant; and
  - c) observe the works, including any necessary supports, to the Landlord's entry set out in this Lease;
  - d) cause the works, including any necessary supports, to be carried out in a manner that causes the least disruption to the Tenant's business as reasonably practicable;
  - e) cause the works, including any necessary supports, to be carried out as soon as reasonably practicable;
  - f) repair any damage caused by the works, including any necessary supports, that the Landlord causes as soon as reasonably practicable;
  - g) where the works, including any necessary supports, require the use of heavy machinery or equipment, obtain the Tenant's approval to the location, method of use, and any other material matters relating to the preparation for, and carrying out of, the works; and
  - h) remain on the Premises for no longer than is reasonably necessary; and
  - i) where the works, including any necessary supports, require the use of heavy machinery or equipment, exercise any rights outside the normal business hours of the Premises.

6. [The right to use the roof of the Premises and a route as the Landlord may require.]
7. The right to carry out any construction, demolition, alteration or redevelopment on any adjoining premises (or to permit others to do so) as the Landlord in its absolute discretion may require, provided that these works do not materially interfere with the flow of light and air to the Premises and that the Tenant is to be kept 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, and taking into consideration the Tenant's suggestions for limiting such interference;
  - making good any damage to the Premises or its contents.
8. The right, with the Landlord's consent, to place scaffolding on the exterior of or outside any buildings on the Premises in connection with the works, subject to the Tenant's rights under this Lease provided that:
- any scaffolding is erected as soon as reasonably practicable, with any damage to the Premises made good;
  - the scaffolding is erected as is reasonably practicable to the minimum extent necessary;
  - the scaffolding is erected in such a way as to ensure that any advertising displayed on it (except for any health and safety notices relating to any other tenant whose premises are adjacent to the Premises by the scaffolding) unless the Tenant has given the Landlord its written consent;
  - if the scaffolding is erected, the Landlord is notified and the scaffolding is visible from the street.
9. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever upon the Tenant.
10. The right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever upon the Tenant.
11. All rights of reservation (including the right to use the Premises for any purpose whatsoever and without imposing any restrictions or conditions whatsoever upon the Tenant).

S

1. Not without the written consent of the Landlord to keep any inflammable, volatile, or dangerous substances on the Premises.

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2. To make any alterations to the Premises or to the material structure of the Premises in accordance with the requirements of the Landlord.

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3. When requested by the Landlord to provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.

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4. To obtain, maintain and comply with the terms and conditions of the licence or regulations relevant to the Permitted Use.

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5. Not to obstruct or interfere with the use of the Landlord's Neighbouring Property.

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6. No vehicles or goods are to be allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or unloading goods or supplies and no vehicles may remain on the Premises overnight.

7. To comply with any traffic regulations on the estate roads within the Premises.

8. No mat, brush or other refuse to be thrown out of the Premises.

9. Not to place or deposit any refuse or waste in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority.

10. Not to overload the Premises with any machinery or equipment at any time.

11. No blind storage to be used without the previous written approval of the Landlord.

12. Not without the written consent of the Landlord to allow any item to be stored or left on the Premises, materials, tools, machinery or refuse.

## Rule – Regulations

Written consent to keep any inflammable, volatile, or dangerous substances on the Premises.

Under paragraph 1 in writing accompanied by all necessary documents to the reasonable satisfaction of the Landlord that the same are necessary for the Tenant's business and will be kept in accordance with the requirements.

provide a copy of any document relating to the Premises of Asbestos Regulations 2012 at the Premises.

any licence or registration which is required in connection with the Premises and to comply with the terms and conditions of the licence or regulations relevant to the Permitted Use.

clashes on the Landlord's Neighbouring Property.

allowed to remain in any service area within the Premises for longer than is reasonably necessary for the purpose of loading or supplies and no vehicles may remain on the Premises overnight.

traffic regulations on the estate roads within the Premises.

ten outside the Premises, nor shall anything be thrown out of the Premises.

able waste or refuse in the bins but to dispose of such waste in accordance with the byelaws and in consultation with the Local Authority.

the Premises nor any machinery or equipment at any time serving the Premises.

ows of the Premises without the previous written approval of the Landlord and type.

n consent to allow any item to be stored or left on the Premises, materials, tools, machinery or refuse.