|  |
| --- |
| Dated |
|  |
| [LANDLORD]  and  [TENANT]  and  [GUARANTOR] |
|  |
| LEASE  Relating to premises known as [ADDRESS] |
|  |
| **WHOLE (INDUSTRIAL/LOGISTICS)**  (Open Market Rent) |
| |  |  | | --- | --- | | **Term** | [●] years | | **Initial Rent** | £[●] | | **Rent-free Period** | [None][[●] months] | | **Rent review pattern** | [5 yearly][None] | | **Rent review basis** | [Open Market][Index-linked ([RPI][CPI])][Stepped] | |

[DRAFTING NOTE: THIS LEASE IS INTENDED TO BE USED AS A TEMPLATE. IT SHOULD BE ALTERED TO REFLECT ANY REQUIREMENTS THAT ARE SPECIFIC TO THE PROPERTY, PARTIES AND TERMS OF THE TRANSACTION. A COMPARISON AGAINST THIS TEMPLATE SHOULD BE SUPPLIED WHEN THE DRAFT LEASE IS FIRST SUBMITTED TO THE TENANT’S SOLICITORS.]

**CONTENTS**

[1. DEFINITIONS 1](#_Toc256000000)

[2. INTERPRETATION 7](#_Toc256000001)

[3. DEMISE, TERM AND RENT 9](#_Toc256000002)

[4. TENANT’S OBLIGATIONS 10](#_Toc256000003)

[4.1 Main Rent 10](#_Toc256000004)

[4.2 Outgoings 10](#_Toc256000005)

[4.3 VAT 10](#_Toc256000006)

[4.4 Interest on overdue payments 10](#_Toc256000007)

[4.5 Reimburse costs incurred by the Landlord 10](#_Toc256000008)

[4.6 Third party indemnity 11](#_Toc256000009)

[4.7 Insurance 11](#_Toc256000010)

[4.8 Repair and decoration 11](#_Toc256000011)

[4.9 Allow entry 12](#_Toc256000012)

[4.10 Alterations 13](#_Toc256000013)

[4.11 Signs and advertisements 13](#_Toc256000014)

[4.12 Obligations at the End Date 13](#_Toc256000015)

[4.13 User 14](#_Toc256000016)

[4.14 Dealings with the Premises 16](#_Toc256000017)

[4.15 Registration of dealings 17](#_Toc256000018)

[4.16 Marketing 17](#_Toc256000019)

[4.17 Notifying the Landlord of notices or claims 18](#_Toc256000020)

[4.18 Comply with Acts 18](#_Toc256000021)

[4.19 Planning Acts 18](#_Toc256000022)

[4.20 Rights and easements 18](#_Toc256000023)

[4.21 Superior interest 18](#_Toc256000024)

[4.22 Registration at the Land Registry 19](#_Toc256000025)

[4.23 Applications for consent or approval 19](#_Toc256000026)

[5. LANDLORD’S OBLIGATIONS 19](#_Toc256000027)

[5.1 Quiet enjoyment 19](#_Toc256000028)

[5.2 Insurance 19](#_Toc256000029)

[5.3 Repayment of rent 19](#_Toc256000030)

[5.4 Entry Safeguards 19](#_Toc256000031)

[5.5 Scaffolding 20](#_Toc256000032)

[5.6 [Head Lease 20](#_Toc256000033)

[6. AGREEMENTS 21](#_Toc256000034)

[6.1 Landlord’s right to end this Lease 21](#_Toc256000035)

[6.2 No acquisition of easements or rights 22](#_Toc256000036)

[6.3 Works to adjoining premises 22](#_Toc256000037)

[6.4 Party Walls 23](#_Toc256000038)

[6.5 Service of formal notices 23](#_Toc256000039)

[6.6 Contracts (Rights of Third Parties) Act 1999 25](#_Toc256000040)

[6.7 [Contracting-out 25](#_Toc256000041)

[6.8 Energy Performance Certificates 25](#_Toc256000042)

[6.9 [Sustainability 25](#_Toc256000043)

[6.10 [Superior landlord’s consent 25](#_Toc256000044)

[6.11 [Representations 26](#_Toc256000045)

[6.12 [Exclusion of statutory compensation 26](#_Toc256000046)

[6.13 Exclusion of liability for former landlords 26](#_Toc256000047)

[7. [GUARANTOR’S OBLIGATIONS 26](#_Toc256000048)

[8. [BREAK CLAUSE 28](#_Toc256000049)

[9. JURISDICTION 28](#_Toc256000050)

[10. LEGAL EFFECT 29](#_Toc256000051)

[Schedule 1 30](#_Toc256000052)

[Rights 30](#_Toc256000053)

[Part 1 : Tenant’s Rights 30](#_Toc256000054)

[Part 2 : Landlord’s Rights 30](#_Toc256000055)

[Schedule 2 32](#_Toc256000056)

[Rent review 32](#_Toc256000057)

[Schedule 3 36](#_Toc256000058)

[Insurance and Damage Provisions 36](#_Toc256000059)

[Schedule 4 39](#_Toc256000060)

[Title Matters 39](#_Toc256000061)

[Schedule 5 40](#_Toc256000062)

[Works 40](#_Toc256000063)

[Schedule 6 43](#_Toc256000064)

[Sustainability 43](#_Toc256000065)

[Schedule 7 45](#_Toc256000066)

[Underletting 45](#_Toc256000067)

[Schedule 8 49](#_Toc256000068)

[Environmental protection 49](#_Toc256000069)

**LAND REGISTRY PRESCRIBED CLAUSES**

|  |  |
| --- | --- |
| **LR1.** **Date of lease** |  |
| **LR2. Title number(s)** |  |
| **LR2.1 Landlord’s title number(s)** | [TITLE NUMBER]. |
| **LR2.2 Other title numbers** | [None.][TITLE NUMBER.] |
| **LR3. Parties to this lease** |  |
| **Landlord** | [LANDLORD] (incorporated and registered in [England and Wales] [the United Kingdom] [COUNTRY] under company registration number [COMPANY NUMBER]) [(overseas entity ID: [●][not required])], the registered office of which is at [ADDRESS]. |
| **Tenant** | [TENANT] (incorporated and registered in [England and Wales] [the United Kingdom] [COUNTRY] under company registration number [COMPANY NUMBER]) [(overseas entity ID: [●][not required])], the registered office of which is at [ADDRESS]. |
| [**Guarantor** | [GUARANTOR] (incorporated and registered in [England and Wales] [the United Kingdom] [COUNTRY] under company registration number [COMPANY NUMBER]), the registered office of which is at [ADDRESS].] |
| [[**Description of party**] | [NAME] (incorporated and registered in [England and Wales] [the United Kingdom] [COUNTRY] under company registration number [COMPANY NUMBER]), the registered office of which is at [ADDRESS].] |
| **LR4. Property** | **In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.** |
|  | The property described as the “Premises” in **clause 1** of this Lease [but without the benefit of the rights set out in [entry][entries] [●] of the Property Register of Title Number [●] as at [●][[1]](#footnote-2)]. |
| **LR5. Prescribed statements etc.** | None.[[2]](#footnote-3) |
| **LR6. Term for which the Property is leased** | The Contractual Term as specified in **clause 1** of this Lease. |
| **LR7. Premium** | [None.] [£ [AMOUNT] plus VAT of [AMOUNT].] |
| **LR8. Prohibitions or restrictions on disposing of this lease** | This Lease contains a provision that prohibits or restricts dispositions. |
| **LR9. Rights of acquisition etc.** |  |
| **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.[[3]](#footnote-4) |
| **LR9.2 Tenant’s covenant to (or offer to) surrender this lease** | [None.][[4]](#footnote-5) |
| **LR9.3 Landlord’s contractual rights to acquire this lease** | None. |
| **LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property** | None. |
| **LR11. Easements** |  |
| **LR11.1 Easements granted by this lease for the benefit of the Property** | As specified in this Lease at **Part 1 of Schedule 1**. |
| **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** | As specified in this Lease at **Part 2 of Schedule 1**. |
| **LR12. Estate rentcharge burdening the Property** | None. |
| **LR13. Application for standard form of restriction** | [None.][The Parties to this Lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number [NUMBER]].] |
|  | [**NB 1: if a restriction is required to be entered against a title number other than the Property, remember to put any relevant title number in LR2.2.**] |
|  | [**NB 2: this clause only deals with standard form restrictions. If a non-standard restriction is required, do not refer to it in this clause and remember to make a separate application to register any such restriction in form RX1.**] |
|  | *LR NOTE: 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 use this clause to apply for each of them, tell us who 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 Rules 2003.* |
| **LR14. Declaration of trust where there is more than one person comprising the Tenant** | The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. |
|  | OR  The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares. |
|  | OR  The Tenant is more than one person. They are to hold the Property on trust [*complete as necessary*].  ***If the Tenant is one person, omit or delete all the alternative statements.***  ***If the Tenant is more than one person, the Tenant will need to complete this clause by omitting or deleting all inapplicable alternative statements*** |

**LEASE**

**PARTIES**

(1) the Landlord named in clause LR3 (the “**Landlord**”); [and]

(2) the Tenant named in clause LR3 (the “**Tenant**”)[; and]

(3) [the Guarantor named in clause LR3 (the “**Guarantor**”)].

**IT IS AGREED AS FOLLOWS:**

1. DEFINITIONS

This Lease uses the following definitions:

**“1925 Act”**

Law of Property Act 1925;

**“1954 Act”**

Landlord and Tenant Act 1954;

**“1986 Act”**

Insolvency Act 1986;

[**“1994 Act”**

Law of Property (Miscellaneous Provisions) Act 1994;[[5]](#footnote-6)]

**“Act”**

any act of Parliament and any delegated law made under it;

**“AGA”**

an authorised guarantee agreement (as defined in section 16 of the Landlord and Tenant (Covenants) Act 1995);

**“Ancillary Rent Commencement Date”**[[6]](#footnote-7)

[the date of this Lease;][the first day of the Term;][DATE OR DESCRIPTION];

[**“Break Date”**

[DATE OR DATES][[7]](#footnote-8) [or any date falling after that date] [or the day before any Rent Day after that date] [or any [fifth] anniversary of that date] [as specified in the Tenant’s notice given under **clause 8.1**];[[8]](#footnote-9)]

**“Business Day”**

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

**“Common Facilities”**

all Conducting Media, structures, walls, fences, roads, paths, works, services or facilities used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any “party structures”, “party walls” and “party fence walls” within the meaning of the Party Wall etc Act 1996;

**“company”**

includes:

1. any UK registered company (as defined in section 1158 of the Companies Act 2006);
2. to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006; and
3. any unregistered company (to include any association);

**“Conducting Media”**

any media for the transmission of Supplies;

**“Contractual Term”**

the term of [●] years starting on [●] and ending on [●];

**“Current Guarantor”**

someone who, immediately before a proposed assignment, is either a guarantor of the Tenant’s obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA;

**“Electronic Communications Apparatus”**

“electronic communications apparatus” as defined in paragraph 5 of Schedule 3A to the Communications Act 2003;

**“End Date”**

the last day of the Term (however it arises);

**“Environmental Performance”**

all or any of the following:

1. the consumption of energy and associated generation of greenhouse gas emissions;
2. the consumption of water;
3. waste generation and management; and
4. any other environmental impact arising from the use or operation of the Premises;

[**“Environmental Permits”**

Environmental Permits as defined in **Schedule 8**;[[9]](#footnote-10)]

**“EPC”**

an Energy Performance Certificate and Recommendation Report (as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012);

**“Group Company”**

in relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act;

[**“Head Lease”**

the lease dated [DATE] made between (1) [PARTY] and (2) [PARTY];]

**“Insurance Rent”**

the sums described in **paragraph 1.1 of Schedule 3**;

“**Insured Risks”**

the risks of fire (including subterranean fire), lightning, explosion, storm, flood, subsidence, landslip, heave, earthquake, burst or overflowing water pipes, tanks or apparatus, impact by aircraft or other aerial devices and any articles dropped from them, impact by vehicles, terrorism, riot, civil commotion and malicious damage to the extent, in each case, that cover is generally available on normal commercial terms in the UK insurance market at the time the insurance is taken out, and any other risks against which the Landlord reasonably insures from time to time, subject in all cases to any excesses, limitations and exclusions imposed by the insurers;[[10]](#footnote-11)

**“Interest Rate”**

three per cent above the base rate for the time being in force of [NAME OF BANK] (or any other UK clearing bank specified by the Landlord);

**“Lease”**

this lease, which is a “new tenancy” for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995, and any document supplemental to it;

**“Main Rent”**

the yearly rent of [AMOUNT IN WORDS] pounds (£[AMOUNT IN FIGURES]) [subject to review on each Rent Review Date in accordance with **Schedule 2**] and (unless the Landlord and the Tenant have included provisions in this Lease intended to exclude sections 24 to 28 of the 1954 Act from this Lease), includes any interim rent determined by the court under the 1954 Act to be payable in respect of any period after the last day of the Contractual Term;

**“Original Tenant”**

the tenant named in clause LR3;

**“Outgoings”**

all or any of:

1. all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises or any owner or occupier of them except for:
   1. tax (other than VAT) on the Rents payable; and
   2. any tax arising from the Landlord’s dealing with its own interests;
2. Supply Costs for the Premises;
3. all costs and expenses for which the Landlord, any other owner or the occupier of the Premises is responsible in respect of the Common Facilities; and
4. a fair and reasonable proportion of the Outgoings referred to in **paragraphs (a) and (b)** charged in respect of the Premises and any adjoining premises;

**“Permitted Use”**

the use of the Premises as [DESCRIPTION[[11]](#footnote-12)] within Class [[E(g)(ii)][E(g)(iii)] of Part A of Schedule 2][[B2][B8] of Schedule 1][[12]](#footnote-13) to the Town and Country Planning (Use Classes) Order 1987 and ancillary office use;

**OR**

the use of the Premises as [DESCRIPTION[[13]](#footnote-14)] within Class [B1(b)][B1(c)][B2][B8] of Part B of Schedule 1 to the Town and Country Planning (Use Classes) Order 1987 and ancillary office use;[[14]](#footnote-15)

**“Permitted Works”**

any works or installations to which the Landlord has consented or for which, under **clause 4.10**, the Landlord’s consent is not required[ together with any Prior Lease Alterations];[[15]](#footnote-16)

**“Planning Acts”**

every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings;

**“Planning Permission”**

any permission, consent or approval given under the Planning Acts;

**“Plans”**

any of the plans contained in this Lease;

**“Premises”**

the premises known as [ADDRESS OF PREMISES] and shown [edged][coloured] [COLOUR] on [the Plans][Plan [NUMBER]] including:

1. all buildings from time to time on the Premises and the load-bearing walls, structure, foundations and roofs of those buildings;
2. one half severed vertically of any walls separating the Premises from any adjoining premises;
3. all Conducting Media and landlord’s plant, equipment and fixtures exclusively serving the Premises;
4. all tenant’s fixtures; and
5. any Permitted Works carried out to or at the Premises;

[**“Prior Lease”**

a lease of the [Premises][[16]](#footnote-17) dated [DATE] made between [NAME OF PARTIES] and all documents supplemental or ancillary to it;[[17]](#footnote-18)]

[**“Prior Lease Alterations”**

all works carried out to or for the benefit of the [Premises][[18]](#footnote-19) during the term of the Prior Lease or under any agreement for the grant of the Prior Lease [briefly described in the schedule of works attached to this Lease];[[19]](#footnote-20)]

**“Rent Commencement Date”**

[DATE OR DESCRIPTION] or any later date calculated in accordance with **paragraph 3.3 of Schedule 3**;

**“Rent Days”**

[25 March, 24 June, 29 September and 25 December;][the first day of every month;][[20]](#footnote-21)

[**“Rent Review Date”**

[DATE] in each of the years [YEARS] and references to “the Rent Review Date” mean the relevant Rent Review Date;[[21]](#footnote-22)]

**“Rents”**

Main Rent, Insurance Rent, any VAT payable on them and any interest payable under **clause 4.4**;

**“Risk Period”**

the period for which the Landlord decides to insure against loss of Main Rent, being a minimum of three years and a maximum of [five][[22]](#footnote-23) years, starting on the date of the relevant damage or destruction;

[**“Service Provider”**

any person providing services to the Tenant at the Premises for the purposes of the Tenant’s business;]

**“Supplies”**

water, [steam,] gas, air, foul and surface water drainage, electricity, oil, telephone, heating, telecommunications, internet, data communications and similar supplies or utilities;

**“Supply Costs”**

the costs of Supplies including procurement costs, meter rents and standing charges and any taxes or levies payable on them;

**“Term”**

the Contractual Term and (unless the Landlord and the Tenant have included provisions in this Lease intended to exclude sections 24 to 28 of the 1954 Act from this Lease) any statutory continuation of the Contractual Term under the 1954 Act;

**“Uninsured Risk”**[[23]](#footnote-24)

any risk expressly specified in the Insured Risks definition that:

1. is not insured against because, at the time the insurance is taken out or renewed, insurance is not generally available in the UK market on normal commercial terms; or
2. is not, at the date of the damage or destruction, insured against by reason of a limitation or exclusion imposed by the insurers

but will not include loss or damage (or the risk of it) caused by reason of the Tenant’s wilful act or failure to act;

**“VAT”**

value added tax or any similar tax from time to time replacing it or performing a similar function;

**“VAT Supply”**

a “supply” for the purpose of the Value Added Tax Act 1994;

**“Wireless Data Services”**

the provision of wireless data, voice or video connectivity or wireless services permitting or offering access to the internet or any wireless network, mobile network or telecommunications system that involves a wireless or mobile device[.]

1. INTERPRETATION
   1. All headings in this Lease are for ease of reference only and will not affect its construction or interpretation.
   2. In this Lease, “includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision.
   3. In this Lease:
      1. “notice” means any notice, notification or request given or made under it;
      2. a notice must be given or made in writing;
      3. where service of a formal notice is required, that notice must comply with and be served in accordance with **clause 6.5**; and
      4. an application for Landlord’s consent must be made by formal notice.
   4. References in this Lease to:
      1. the Landlord include any other person who becomes the immediate landlord of the Tenant;
      2. the Tenant include its successors in title;
      3. “the Premises” means the whole or an individual part or parts unless inappropriate in the context used;
      4. “adjoining premises” means any land or buildings adjoining or nearby the Premises, whether or not owned by the Landlord (unless express reference is made to the Landlord’s ownership of those premises);
      5. an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;[[24]](#footnote-25)
      6. the singular include the plural and vice versa, and one gender include any other;
      7. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
      8. clauses, Schedules and Parts of Schedules are to the clauses, Schedule and Parts of Schedules to this Lease and references to paragraphs are to the paragraphs of the Schedule, or Part of the Schedule, in which the references are made;
      9. approval or consent mean a prior written approval or consent, such approval or consent not to be unreasonably withheld or delayed except where this Lease states that the party whose approval or consent is required has absolute discretion;
      10. any sums being payable on demand or when demanded mean being payable when demanded in writing; and[[25]](#footnote-26)
      11. the provision of plans, drawings, specifications or other documents means their provision in hard copy or electronically in PDF format or in any other easily readable format as may be appropriate in the context of the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program.[[26]](#footnote-27)
   5. Obligations in this Lease:
      1. owed by or to more than one person are owed by or to them jointly and severally;
      2. to do something include an obligation not to waive any obligation of another person to do it; and
      3. not to do something include an obligation not to permit or allow another person to do it.
   6. The Tenant will be liable for any breaches of its obligations in this Lease committed by:
      1. any authorised occupier of the Premises or its or their respective employees, licensees or contractors; and
      2. any person under the control of the Tenant or acting under the express or implied authority of the Tenant.
   7. The Landlord will be liable for any breaches of its obligations in this Lease committed by any person under the control of the Landlord or acting under the express or implied authority of the Landlord.
   8. If a person is under an obligation under this Lease to take a matter into consideration, that person will have reasonable regard to it but the final decision remains at that person’s absolute discretion.
   9. Where the consent of the Landlord is required for any assignment[,] [or] [underletting] [or charge] of this Lease, that consent may only be given by the completion of a deed that contains the terms of the consent agreed between the parties, unless the Landlord elects in writing to waive this requirement.
   10. Where either the Landlord or the Tenant has the right to impose regulations or to decide, designate, nominate, request, require, specify, allocate, stipulate or vary any matter or thing under this Lease, that right will be subject to a condition that it will be exercised reasonably and properly except where this Lease states that the party exercising the right has absolute discretion. This clause does not apply to any provisions in this Lease that refer to the parties agreeing something.[[27]](#footnote-28)
   11. Apart from in **clause 4.9.3**, where either the Tenant or the Landlord is obliged to pay any costs that the other incurs (or any proportion of them) under this Lease, those costs must be reasonable and proper and reasonably and properly incurred.
   12. The Landlord’s rights under **clause 4.9** and **Part 2 of Schedule 1** may also be exercised by [the landlord of the Head Lease and also by] those authorised by the Landlord [or the landlord of the Head Lease].[[28]](#footnote-29)
   13. If any provision or part of any provision of this Lease is held to be illegal, invalid or unenforceable, that provision or part will apply with such modification as may be necessary to make it legal, valid and enforceable. If modification is not possible, that provision or part will be deemed to be deleted. The legality, validity or enforceability of the remainder of this Lease will not be affected.
2. DEMISE, TERM AND RENT
   1. The Landlord leases the Premises to the Tenant[ with [full][limited] title guarantee (subject to the variations set out in **Schedule 4**)]:[[29]](#footnote-30)
      1. for the Contractual Term;
      2. together with the rights listed in **Part 1 of Schedule 1**;[[30]](#footnote-31)
      3. excepting and reserving to the Landlord the rights listed in **Part 2 of Schedule 1**;
      4. subject to the provisions of any documents or matters specified or referred to in **Schedule 4**; [and]
      5. subject to any easements, rights and privileges currently existing and affecting the Premises[.][; and]
      6. [subject to any rights reserved by the Head Lease].
   2. Starting on the Rent Commencement Date, the Tenant must pay the Main Rent.[[31]](#footnote-32)
   3. Starting on the Ancillary Rent Commencement Date the Tenant must pay as rent the Insurance Rent.
   4. The Main Rent is not payable for any period before the Rent Commencement Date and the Insurance Rent is not payable for any period before the Ancillary Rent Commencement Date.
   5. The Tenant must pay as rent VAT under **clause 4.3**.
   6. The Main Rent is payable by equal [monthly/quarterly] payments in advance on the Rent Days in every year. The first payment will be for the period starting on (and to be paid on) the Rent Commencement Date and ending on the last day of that [month/quarter].
   7. The Rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant from time to time.
   8. The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.
3. TENANT’S OBLIGATIONS

Main Rent

The Tenant must pay the Main Rent when due.

Outgoings

* + 1. The Tenant must pay all Outgoings when demanded.
    2. [If the Landlord loses the benefit of any rates relief or exemption after the End Date because the Tenant has received that benefit before the End Date, the Tenant must pay the Landlord on demand an amount equal to the relief or exemption that the Landlord has lost.][[32]](#footnote-33)

VAT

* + 1. The Tenant must pay:
       1. VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and
       2. on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of this Lease where that VAT is not recoverable by the Landlord from HM Revenue & Customs.
    2. The Tenant must not do anything that would result in the disapplication of the option to tax in respect of the Landlord’s interest in the Premises.

Interest on overdue payments

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within 10 Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

Reimburse costs incurred by the Landlord

The Tenant must pay on demand the Landlord’s costs (including legal and surveyor’s charges and bailiff’s and enforcement agent’s fees) and disbursements in connection with:

* + 1. any breach of the Tenant’s obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act;
    2. any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent; [and]
    3. [carrying out works to the Premises to improve their Environmental Performance where the Tenant, in its absolute discretion, has consented to the Landlord doing so; and][[33]](#footnote-34)
    4. the preparation and service of a schedule of dilapidations served no later than six months after the End Date.

Third party indemnity**[[34]](#footnote-35)**

* + 1. The Tenant must indemnify the Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord’s own liabilities, costs and expenses incurred in defending or settling any action, claim or demand made by a third party, in each case arising from:
       1. the state and condition of the Premises or the Tenant’s use of them;
       2. the exercise of the Tenant’s rights; or
       3. the carrying out of any Permitted Works.
    2. In respect of any claim covered by the indemnity in **clause 4.6.1**, the Landlord must:
       1. give formal notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;
       2. provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require and the Landlord is lawfully able to provide, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information and assistance; and
       3. mitigate its loss (at the Tenant’s cost) where it is reasonable for the Landlord to do so.

Insurance

The Tenant must comply with its obligations in **Schedule 3**.

Repair and decoration

* + 1. The Tenant must:
       1. keep the Premises clean and tidy and [in good and substantial repair and condition;[[35]](#footnote-36)] **OR** [in good and substantial repair and condition but in respect of those parts of the Premises [shown][described] in the schedule of condition attached to this Lease, the Tenant’s obligations under this clause will be restricted to keeping those parts clean and tidy and in no worse state of repair and condition than the state of repair and condition evidenced in that schedule;[[36]](#footnote-37)] **OR** [in no worse state of repair and condition than the state of repair and condition evidenced in the schedule of condition attached to this Lease;[[37]](#footnote-38)] **OR** [free from damage caused by the act or omission of the Tenant;[[38]](#footnote-39)]
       2. keep all Conducting Media, plant, equipment or fixtures forming part of the Premises [(or that exclusively serve them)[[39]](#footnote-40)] properly maintained and in good working order in accordance with good industry practice and any requirements of the Landlord’s insurers; and
       3. replace (where beyond economic repair) any Conducting Media and plant, equipment or fixtures forming part of the Premises [(or that exclusively serve them)[[40]](#footnote-41)] with items of equivalent or better quality.
    2. [The Tenant must keep all car parking areas within the Premises suitably marked out and all parts of the Premises that are not built upon clear of rubbish and waste materials and, where appropriate, properly landscaped.]
    3. As and when necessary and in the final six months of the Term the Tenant must properly clean and treat the interior [and exterior] surfaces of the Premises.[The Tenant must properly clean and treat the exterior surfaces of the Premises in every third year of the Term and in the final six months of the Term.] Any changes in the external colour scheme must first be approved by the Landlord.
    4. The obligations under this **clause 4.8** exclude:
       1. damage by any Insured Risk, except to the extent that payment of any insurance money is refused because of anything the Tenant does or fails to do and the Tenant has not complied with **paragraph 1.1.2 of Schedule 3**; and
       2. damage by any Uninsured Risk.

Allow entry

* + 1. The Tenant must allow the Landlord to enter and inspect the Premises.
    2. If the Landlord requires the Tenant to remedy any breach of the Tenant’s obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within one month after being notified of them and diligently complete any works required.
    3. If the Tenant does not comply with **clause 4.9.2**, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord’s rights under **clause 6.1** will be unaffected.

Alterations

* + 1. The Tenant has no rights to carry out any alterations, works or installations to the Premises unless it is expressly permitted to do so under this **clause 4.10**.
    2. The Tenant must not carry out any alterations or additions to the Premises that will have a material adverse impact on the Environmental Performance of the Premises.
    3. The Tenant may install, alter and remove tenant’s fixtures[[41]](#footnote-42) and carry out internal non-structural works to the Premises without the Landlord’s consent, but the Tenant must notify the Landlord promptly after completing those works. To enable those works to be carried out, the Tenant may drill fixing holes into the floors, ceilings, columns or walls of the Premises.
    4. The Tenant must comply with its obligations in **Schedule 5** when carrying out or installing any Permitted Works, whether or not the Landlord’s consent is required for them.[[42]](#footnote-43)
    5. Where the Landlord’s consent is expressly required under this **clause 4.10**, the Landlord may impose requirements on the Tenant in addition to those contained in **Schedule 5** when giving its consent.

Signs and advertisements

* + 1. The Tenant must not display any signs or advertisements on the Premises that are visible from outside the Premises except for business signs that indicate the Tenant’s trading name in the style of and consistent with the Tenant’s standard business signage.

Obligations at the End Date

* + 1. By the End Date the Tenant must have removed:
       1. all tenant’s and trade fixtures and loose contents from the Premises;
       2. all Electronic Communications Apparatus and apparatus relating to Wireless Data Services installed by the Tenant or any undertenant at the Premises;
       3. all signage installed by the Tenant or any undertenant at the Premises;
       4. unless and to the extent that the Landlord and the Tenant otherwise agree, all Permitted Works; and
       5. without affecting any other Landlord’s rights, any works that have been carried out in breach of any obligation in this Lease.
    2. The Tenant must make good all damage to the Premises caused when complying with **clause 4.12.1** and restore them to the same configuration, state and condition as they were in before the items removed were originally installed.
    3. At the End Date the Tenant must:
       1. give back the Premises (and the fixtures, plant and equipment in them) in good decorative order and in a state, condition and working order consistent with the Tenant’s obligations in this Lease;[[43]](#footnote-44)
       2. give back the Premises with vacant possession[, except to the extent that any permitted undertenant has the right to the statutory continuation of its underlease under the 1954 Act[[44]](#footnote-45)]; and
       3. hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file, EPC and asbestos risk assessment and management plan.
    4. If the Tenant has not removed all of its property from the Premises by the End Date:
       1. the Landlord may dispose of that property as the agent of the Tenant after giving the Tenant not less than five Business Days’ notice of its intention to do so;
       2. the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been disposed of in the genuine but mistaken belief that it belonged to the Tenant; and
       3. the Landlord must pay to the Tenant the proceeds of the disposal after deducting the costs of transportation, storage and disposal incurred by the Landlord.

User

* + 1. The Tenant must not use the Premises other than for the Permitted Use.
    2. The Tenant must not use the Premises:
       1. for any illegal activity;
       2. [for trading in vehicles or carrying out repairs to and maintenance of them;]
       3. as a betting office, an amusement arcade or in connection with gaming;
       4. for any political or campaigning purposes or for any sale by auction; or[[45]](#footnote-46)
       5. for the sale of alcohol for consumption on or off the Premises or for the preparation or cooking of food other than, in either case, in connection with staff catering facilities ancillary to the Permitted Use.
    3. The Tenant must not:
       1. keep in the Premises any plant, machinery or equipment (except that properly required for the Permitted Use) or any petrol or other explosive or specially flammable substance[ (other than petrol in the tanks of vehicles parked in any parking spaces within the Premises)];
       2. load or unload any vehicle unless it is in a loading area provided for that purpose;
       3. cause any nuisance or damage to the Landlord or to the owners, tenants or occupiers of any adjoining premises;
       4. overload any part of the Premises or any plant, machinery, equipment or Conducting Media;
       5. compromise the fire safety measures within the Premises;[[46]](#footnote-47)
       6. do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant;
       7. operate any apparatus so as to interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services on any adjoining premises;
       8. cause any land, roads or pavements near to the Premises to be untidy or dirty, or deposit anything on them;
       9. use any machinery on the Premises that is audible outside the Premises or that causes significant vibration outside the Premises;
       10. in relation to any parts of the Premises that are not built on store, keep or stack any materials, plant, equipment, bins, crates, boxes, refuse, waste or rubbish or any receptacle for waste, refuse or rubbish or any other item otherwise than in accordance with any requirements of the Landlord’s insurers and any regulations made by the Landlord;
       11. burn rubbish or waste materials, paper, wood or other combustible matter on the Premises [except in boilers or incinerators provided for that purpose]; or
       12. emit any smoke, fumes or smells from the Premises.
    4. The Tenant must not install or use Electronic Communications Apparatus or apparatus relating to Wireless Data Services within the Premises unless solely for use in connection with the lawful occupier’s business at the Premises. [Landlord’s consent must be obtained prior to installation.]
    5. The Tenant must provide the Landlord with the names, addresses and telephone numbers of not fewer than two people who from time to time hold keys and any security access codes to the Premises and who may be contacted in an emergency if the Landlord needs access to the Premises outside the Tenant’s normal business hours.
    6. [The Tenant must not use any parking spaces forming part of the Premises:
       1. except for the parking of vehicles belonging to persons working at the Premises or any authorised visitors to the Premises; or
       2. for the repair, refuelling or maintenance of any vehicles.]
    7. [The Tenant must comply with the provisions in **Schedule 8**.[[47]](#footnote-48)]

Dealings with the Premises**[[48]](#footnote-49)**

* + 1. The Tenant must not assign, underlet, charge, hold on trust or part with or share possession or occupation of the Premises in whole or in part, except as authorised under this **clause 4.14** [or **Schedule 7**].
    2. The Tenant may, with the Landlord’s consent, assign the whole of the Premises.
    3. For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:[[49]](#footnote-50)
       1. the Tenant may not assign to a Current Guarantor;
       2. if required[[50]](#footnote-51) by the Landlord, any consent to assign may be subject to a condition that:
          1. the assigning tenant gives the Landlord an AGA; and
          2. any Current Guarantor (other than a guarantor under an AGA) gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA

in each case in a form that the Landlord requires, given as a deed and delivered to the Landlord before the assignment;

* + - 1. any consent to assign may (to the extent required by the Landlord) be subject to either or both of the following conditions:
         1. that a guarantor (approved by the Landlord) that is not a Current Guarantor guarantees the assignee’s performance of the Tenant’s obligations in this Lease; and
         2. the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not less than [six] months’ Main Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee’s performance of the tenant’s obligations in this Lease with a charge over the deposit;

in either case in a form that the Landlord requires, given as a deed and delivered to the Landlord before the assignment;

* + - 1. [if required by the Landlord, any consent to assign may be subject to a condition that any Environmental Permits held by the assigning tenant that are required for the use and enjoyment of the Premises by the assignee are assigned to the assignee;[[51]](#footnote-52)]
      2. the Landlord may refuse consent to assign if the Tenant has not paid in full all Rents and other sums due to the Landlord under this Lease that are not the subject of a legitimate dispute about their payment;
      3. the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so; and
      4. the Landlord may require any other condition to the Landlord’s consent if it is reasonable to do so.
    1. [The provisions of **Schedule 7** apply to underlettings of the Premises and the Tenant must comply with its obligations in that Schedule.]
    2. The Tenant may charge the whole of the Premises to a genuine lending institution without the Landlord’s consent but the Tenant must notify the Landlord under **clause 4.15** of any charge created.
    3. In addition to the provisions of this **clause 4.14**, the Tenant may share occupation of the Premises with a Group Company of the Tenant[ and any Service Provider] on condition that:[[52]](#footnote-53)
       1. the Tenant notifies the Landlord of the identity of the occupier and the part of the Premises to be occupied;
       2. no relationship of landlord and tenant is created or is allowed to arise;
       3. the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant[ or a Service Provider]; and
       4. the Tenant notifies the Landlord promptly when the occupation ends.

Registration of dealings

The Tenant must provide the Landlord with a certified copy of every document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest.[[53]](#footnote-54)

Marketing

* + 1. Unless genuine steps are being taken towards renewal of this Lease, the Tenant must, during the six months before the End Date, allow the Landlord to:
       1. place on the Premises (but not obstructing the Tenant’s corporate signage) a notice for their disposal; and
       2. show the Premises at reasonable times in the day to potential tenants (who must be accompanied by the Landlord or its agents).
    2. The Tenant must allow the Landlord at reasonable times in the day to show the Premises to potential purchasers of the Premises (who must be accompanied by the Landlord or its agents).

Notifying the Landlord of notices or claims

The Tenant must notify the Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.[[54]](#footnote-55)

Comply with Acts

* + 1. The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.
    2. The Tenant must promptly notify the Landlord of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

Planning Acts

* + 1. The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.
    2. The Tenant must not apply for any Planning Permission except where any approval or consent required under any other provisions in this Lease for development or change of use has already been given and the Landlord has approved the terms of the application for Planning Permission.
    3. The Tenant may only implement a Planning Permission that the Landlord has approved.
    4. The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) carrying out any Permitted Works or changing the use of the Premises.

Rights and easements

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:

* + 1. the Tenant must notify the Landlord; and
    2. the Tenant must help the Landlord in any way that the Landlord requests to prevent that acquisition so long as the Landlord meets the Tenant’s costs and it is not adverse to the Tenant’s business interests to do so.

Superior interest

The Tenant must not breach [any of the Landlord’s obligations (excluding payment of rents or other sums) relating to the Premises in the Head Lease or] any obligations affecting the freehold interest in the Premises at the date of this Lease.[[55]](#footnote-56)

Registration at the Land Registry

* + 1. If compulsorily registrable, the Tenant must:[[56]](#footnote-57)
       1. within six weeks of the date of this Lease, apply to register and then take reasonable steps to complete the registration of this Lease and the Tenant’s rights at the Land Registry; and
       2. provide the Landlord with an official copy of the registered title promptly after receipt.[[57]](#footnote-58)
    2. The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord’s registered title(s) to the Premises any reference to this Lease and the Tenant’s rights.

Applications for consent or approval

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide to the Landlord all the information the Landlord requires to enable the Landlord to consider the application.

1. LANDLORD’S OBLIGATIONS

Quiet enjoyment

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

Insurance

The Landlord must comply with the Landlord’s obligations in **Schedule 3**.

Repayment of rent

* + 1. The Landlord must refund any Main Rent and Insurance Rent paid in advance by the Tenant in relation to the period falling after the End Date within [10] Business Days after the End Date.
    2. **Clause 5.3.1** will not apply if the Landlord ends this Lease under **clause 6.1** or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.[[58]](#footnote-59)

Entry Safeguards

The Landlord must, when entering the Premises to exercise any Landlord’s rights:

* + 1. give the Tenant at least [three] Business Days’ prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
    2. observe the Tenant’s requirements (but where that includes being accompanied by the Tenant’s representative the Tenant must make that representative available);
    3. observe any specific conditions to the Landlord’s entry set out in this Lease;
    4. cause as little interference to the Tenant’s business as reasonably practicable;
    5. cause as little physical damage as reasonably practicable;
    6. repair any physical damage that the Landlord causes as soon as reasonably practicable;
    7. where entering to carry out works, obtain the Tenant’s approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;
    8. remain upon the Premises for no longer than is reasonably necessary; and
    9. where reasonably practicable, exercise any rights outside the normal business hours of the Premises.

Scaffolding**[[59]](#footnote-60)**

* + 1. The Landlord must ensure that any scaffolding erected outside the Premises in exercise of the Landlord’s rights under this Lease:
       1. is removed as soon as reasonably practicable, with any damage caused to the exterior of the Premises made good;
       2. causes as little obstruction as is reasonably practicable to the entrance to the Premises; and
       3. does not have advertising displayed on it (except for any health and safety notices and signs relating to any other tenant whose premises are obstructed or interfered with by the scaffolding) unless the Tenant has consented to its display.
    2. If the Tenant’s business signage is obstructed or interfered with by the scaffolding, the Landlord will permit the Tenant to display a sign (approved by the Landlord) on the exterior of the scaffolding in front of the Premises so that it is visible to the public.

[Head Lease

* + 1. The Landlord must pay the rents reserved by the Head Lease.
    2. By way of indemnity only, the Landlord agrees with the Tenant that the Landlord will perform the covenants on the part of the tenant contained in the Head Lease so far as the Tenant is not liable for the performance of corresponding obligations under the terms of this Lease.
    3. [At the request and cost of the Tenant, the Landlord will take reasonable steps to procure that the landlord of the Head Lease complies with the landlord’s obligations in the Head Lease.[[60]](#footnote-61)]]

1. AGREEMENTS

Landlord’s right to end this Lease

* + 1. If any event listed in **clause 6.1.2** occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.
    2. The events referred to in **clause 6.1.1** are as follows:
       1. any of the Rents are unpaid for 21 days after becoming due whether or not formally demanded;[[61]](#footnote-62)
       2. the Tenant breaches this Lease;
       3. any 1925 Act, administrative, court-appointed or other receiver or similar officer is appointed over the whole or any part of the Tenant’s assets, or the Tenant enters into any scheme or arrangement with its creditors in satisfaction or composition of its debts under the 1986 Act;
       4. if the Tenant is a company or a limited liability partnership:
          1. the Tenant enters into liquidation within the meaning of section 247 of the 1986 Act;
          2. the Tenant is wound up or a petition for winding up is presented against the Tenant that is not dismissed or withdrawn within ten Business Days of being presented;
          3. a meeting of the Tenant’s creditors or any of them is summoned under Part I of the 1986 Act;
          4. it enters into a compromise, scheme of arrangement or restructuring under Part 26 or Part 26A of the Companies Act 2006;
          5. a moratorium in respect of the Tenant comes into force under Part A1 to the 1986 Act;
          6. an administrator is appointed to the Tenant; or
          7. the Tenant is struck off the register of companies;
       5. if the Tenant is a partnership, it is subject to an event similar to any listed in **clauses 6.1.2(c) or 6.1.2(d)** with appropriate modifications so as to relate to a partnership;
       6. if the Tenant is an individual:
          1. a receiving order is made against the Tenant;
          2. an interim receiver is appointed over or in relation to the Tenant’s property;
          3. the Tenant makes an application to be declared bankrupt, the Tenant is the subject of a bankruptcy petition or the Tenant becomes bankrupt;
          4. the Tenant applies for or becomes subject to a debt relief order or the Tenant proposes or becomes subject to a debt management plan; or
          5. an interim order is made against the Tenant under Part VIII of the 1986 Act or the Tenant otherwise proposes an individual voluntary arrangement;
       7. any event similar to any listed in **clauses 6.1.2(c) to 6.1.2(f)** occurs in relation to any guarantor of the Tenant’s obligations under this Lease; or
       8. any event similar to any listed in **clauses 6.1.2(c) to 6.1.2(f)** occurs in relation to the Tenant or any guarantor in any jurisdiction other than England and Wales.
    3. Neither the existence nor the exercise of the Landlord’s right under **clause 6.1.1** will affect any other right or remedy available to the Landlord.
    4. In this **clause 6.1** references to “the Tenant”, where the Tenant is more than one person, include any one of them.

No acquisition of easements or rights

* + 1. Unless they are expressly included in **Part 1 of Schedule 1**, the grant of this Lease:
       1. does not include any liberties, privileges, easements, rights or advantages over any adjoining premises; and
       2. excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.
    2. The Tenant has no rights that would restrict building or carrying out of works to any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.
    3. The flow of light to the Premises is and will be enjoyed with the Landlord’s consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must not interfere with or object to the exercise of these reserved rights.
    4. The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises.
    5. The Tenant has no rights to enforce, release or modify or to prevent the release, enforcement or modification of the benefit of any obligations, rights or conditions to which any adjoining premises are subject.

Works to adjoining premises

If the Landlord carries out works of construction, demolition, alteration or redevelopment on any adjoining premises that might affect the use and enjoyment of the Premises, it must:

* + 1. give the Tenant details of the works to be carried out;
    2. consult with the Tenant as to the management of potential interference;
    3. take reasonable steps to ensure that the works do not materially adversely affect the Tenant’s ability to carry out its business from the Premises;
    4. take into consideration modern standards of construction and workmanship;
    5. take reasonable steps to reduce any interference to the Premises by noise, dust and vibration (having taken into consideration the Tenant’s suggestions for limiting any interference); and
    6. make good any physical damage to the Premises or its contents.

Party Walls

Any wall separating the Premises from any adjoining premises is a party wall and must be repaired as a party wall.

Service of formal notices

* + 1. Any formal notice must be in writing and sent [by pre-paid first class post or special delivery to or otherwise delivered to or left at the address of the recipient under **clause 6.5.2** or to any other address in the United Kingdom that the recipient has specified as its address for service by giving not less than ten Business Days’ formal notice under this **clause 6.5**.[[62]](#footnote-63)][:]
       1. [by pre-paid first class post or special delivery to or otherwise delivered to or left at the address of the recipient under **clause 6.5.2** or to any other address in the United Kingdom that the recipient has specified as its address for service by giving not less than ten Business Days’ formal notice under this **clause 6.5**; or
       2. by e-mail to the e-mail address of the recipient under **clause 6.5.4** or to any other e-mail address that the recipient has specified as its address for service by e-mail by giving not less than ten Business Days’ formal notice under this **clause 6.5**.[[63]](#footnote-64)]
    2. [Unless served by e-mail, a[[64]](#footnote-65)][A] formal notice served on:
       1. a company or limited liability partnership registered in the United Kingdom must be served at its registered office;
       2. a person resident in or incorporated in a country outside the United Kingdom must be served at the address for service in the United Kingdom of that party set out in the deed or document to which they are a party or if no such address has been given at their last known address in the United Kingdom.[The following [are the addresses][is the address] for service in the United Kingdom for:[[65]](#footnote-66)]
          1. [[NAME OF LANDLORD] – [ADDRESS]; [and]
          2. [NAME OF TENANT] – [ADDRESS]; [and]
          3. [NAME OF GUARANTOR] – [ADDRESS].]
       3. anyone else must be served:
          1. in the case of the Landlord, at any postal address in the United Kingdom shown from time to time for the registered proprietor on the title number set out in Land Registry Prescribed Clause LR2.1 or if no such address is given, at its last known address in the United Kingdom;
          2. in the case of the Tenant, at the Premises;
          3. in the case of a guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and
          4. in respect of any other party, at their last known address in the United Kingdom.
    3. A formal notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at the time the formal notice is delivered to or left at the recipient’s address if delivered to or left at that address.
    4. [A formal notice served by e-mail will be treated as served 1 hour after the date and time that the e-mail is sent unless the recipient can prove that it has not received the e-mail. The following are the specified e-mail addresses for service:
       1. in respect of [NAME OF LANDLORD] – [E-MAIL ADDRESS] or, in respect of any other person who becomes the immediate landlord of the Tenant, the e-mail address, if any, given in a formal notice served by that person under this **clause 6.5**;
       2. in respect of [NAME OF TENANT] – [E-MAIL ADDRESS] or, in respect of any successor in title to that tenant, the e-mail address, if any, specified by that successor in title in any licence to assign this lease, any notice of assignment given under **clause 4.15** or in a formal notice served by that successor in title under this **clause 6.5**; and
       3. [in respect of [NAME OF GUARANTOR] – [E-MAIL ADDRESS] or, in respect of any other][in respect of any] person who becomes a guarantor of the Tenant’s obligations under this Lease, the e-mail address, if any, specified by that guarantor in any licence to assign this lease, any notice of assignment given under **clause 4.15** or in a formal notice served by that guarantor under this **clause 6.5**.[[66]](#footnote-67)]
    5. If a formal notice is treated as served on a day that is not a Business Day or after 5.00pm on a Business Day it will be treated as served at 9.00am on the next Business Day.
    6. Service of a formal notice by fax [or e-mail] is not a valid form of service under this Lease.

Contracts (Rights of Third Parties) Act 1999

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

[Contracting-out**[[67]](#footnote-68)**

* + 1. The Landlord and the Tenant confirm that before the date of [this Lease] [the agreement for the grant of this Lease dated [DATE] made between the parties to this Lease]:
       1. a notice complying with Schedule1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 which relates to this tenancy was served by the Landlord on the Tenant on [DATE]; and
       2. a statutory declaration dated [DATE] complying with paragraph8 of Schedule2 to that Order was made by [the Tenant] [[NAME OF DECLARANT], who the Tenant confirms was duly authorised by the Tenant to make the statutory declaration on its behalf].
    2. The Landlord and the Tenant agree and declare that the provisions of sections 24–28 (inclusive) of the 1954 Act do not apply to the tenancy created by this Lease.
    3. [The Landlord and the Tenant confirm that there is no agreement for this Lease.]]

Energy Performance Certificates

* + 1. The Tenant must not commission an EPC in respect of the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012. If the Tenant is required to commission an EPC, the Tenant must (at the Landlord’s option) commission an EPC from an assessor approved by the Landlord or pay the Landlord’s costs of commissioning an EPC for the Premises.
    2. The Tenant must co-operate with the Landlord, so far as is reasonably necessary, to allow the Landlord to commission any EPC for the Premises and:
       1. provide the Landlord (at the Landlord’s cost) with copies of any plans or other information held by the Tenant that would assist in commissioning that EPC; and
       2. allow such access to the Premises to any energy assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.
    3. The Tenant must give the Landlord written details on request of the unique reference number of any EPC the Tenant commissions in respect of the Premises.
    4. The Landlord must give the Tenant written details on request of the unique reference number of any EPC the Landlord commissions in respect of the Premises.

[Sustainability

The Landlord and Tenant must comply with the provisions of **Schedule 6**.]

[Superior landlord’s consent

Any consent that the Landlord gives is conditional on the consent (where required) of any superior landlord being obtained. The Landlord will apply for that consent at the Tenant’s cost and, to the extent the Landlord is consenting, the Landlord must take reasonable steps to obtain it.[[68]](#footnote-69)]

[Representations

The Tenant acknowledges that:

* + 1. it has not entered into this Lease in reliance upon any representation or warranty made by or on behalf of the Landlord except those in the Landlord’s solicitors’ written replies to the Tenant’s solicitors’ pre-contract enquiries;
    2. it has been given the opportunity to inspect the Premises and to satisfy itself as to their physical condition, extent and fitness for purpose; and
    3. it has satisfied itself on matters relating to the use of the Premises in relation to all legislation relating to town and country planning from time to time in force.[[69]](#footnote-70)]

[Exclusion of statutory compensation**[[70]](#footnote-71)**

Unless the circumstances set out in sections 38(2)(a) and 38(2)(b) of the 1954 Act apply, the Tenant will not be entitled on quitting the Premises to any compensation under section 37 of the 1954 Act.]

Exclusion of liability for former landlords

A person who was formerly the Landlord will not be liable in respect of any breach of the landlord’s obligations in this Lease that occurs at any time after that person has parted with the whole of the immediate reversion to this Lease.

1. [GUARANTOR’S OBLIGATIONS**[[71]](#footnote-72)**
   1. The Guarantor, as primary obligor, guarantees to the Landlord that:
      1. the Original Tenant will comply with all the Original Tenant’s obligations in this Lease throughout the Term or, if earlier, until the Original Tenant is released from those obligations under the Landlord and Tenant (Covenants) Act 1995. If the Original Tenant defaults, the Guarantor will itself comply with those obligations and will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by that default;
      2. if the Court orders the Tenant to pay them, the Original Tenant will pay the Landlord’s costs incurred in relation to any legal proceedings in relation to this Lease in accordance with the terms of that Court order. If the Original Tenant defaults, the Guarantor will itself comply with the obligation to pay those costs; and[[72]](#footnote-73)
      3. it will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the Original Tenant proposing or entering into any company voluntary arrangement, scheme of arrangement or other scheme having or purporting to have the effect of impairing, compromising or releasing any or all of the obligations of the Guarantor in this **clause 7**.
   2. If the Landlord in its absolute discretion notifies the Guarantor within three months after the date of any disclaimer or forfeiture of this Lease or the Original Tenant being struck off the register of companies, the Guarantor must, within ten Business Days, at the Landlord’s option either:
      1. at the Guarantor’s own cost (including payment of the Landlord’s costs) accept the grant of a lease of the Premises:
         1. for a term starting and taking effect on the date of the disclaimer or forfeiture of this Lease or the Original Tenant being struck off the register of companies;
         2. ending on the date when this Lease would have ended if the disclaimer, forfeiture or striking-off had not happened;
         3. at the same rent and other sums payable;
         4. containing a rent review date on the term commencement date of the new lease if there is a rent review under this Lease that falls before that term commencement date that has not been concluded (but with the rent being reviewed as at the date of the unconcluded rent review);
         5. containing rent review dates on each Rent Review Date under this Lease that falls on or after the term commencement date of the new lease; and
         6. otherwise on the same terms and conditions as this Lease; or
      2. pay the Landlord any arrears of the Rents, the Outgoings and all other sums due under this Lease plus the amount equivalent to the total of the Rents, the Outgoings and all other sums due under this Lease that would have been payable for the period of 6 months following the disclaimer, forfeiture or striking-off had there been no such event.[[73]](#footnote-74)
   3. If **clause 7.2.2** applies then, on receipt of the payment in full, the Landlord must release the Guarantor from its future obligations under this **clause 7** (but that will not affect the Landlord’s rights in relation to any prior breaches).
   4. The Guarantor’s liability will not be reduced or discharged by:
      1. any failure for any reason to enforce in full, or any delay in enforcement of, any right against, or any concession allowed to the Original Tenant or any third party;
      2. any variation of this Lease (except that a surrender of part will end the Guarantor’s future liability in respect of the surrendered part);
      3. any right to set-off or counterclaim that the Original Tenant or the Guarantor may have;
      4. any death, incapacity, disability or change in the constitution or status of the Original Tenant, the Guarantor or of any other person who is liable, or of the Landlord;
      5. any amalgamation or merger by any party with any other person, any restructuring or the acquisition of the whole or any part of the assets or undertaking of any party by any other person;
      6. the existence or occurrence in relation to the Guarantor of any matter referred to in any of **clauses 6.1.2(c) to 6.1.2(h)**; or
      7. anything else other than a release by the Landlord by deed.
   5. The Guarantor must not claim in competition with the Landlord in the insolvency of the Original Tenant and must not take any security, indemnity or guarantee from the Original Tenant in respect of the Original Tenant’s obligations under this Lease.
   6. Nothing in this **clause 7** may impose any liability on the Guarantor that exceeds the liability that it would have had were it the tenant of this Lease.]
2. [BREAK CLAUSE
   1. The Tenant may end the Term on [any][the] Break Date by giving the Landlord formal notice of not less than [LENGTH] months’ [specifying the Break Date][[74]](#footnote-75) following which the Term will end on that Break Date[.][ if:[[75]](#footnote-76)]
      1. [on the Break Date the Main Rent due on or before that Break Date and any VAT payable upon it has been paid in full; [and]
      2. on the Break Date the Premises are free of the Tenant’s occupation and the occupation of any other lawful occupier and there are no continuing underleases[.][; and]
      3. [the Tenant has, on or before the Break Date, paid to the Landlord an amount equal to [insert figure/proportion of the Main Rent] (plus any VAT payable on that amount).]]
   2. The Landlord may waive any of the pre-conditions in [**clauses 8.1.1 to 8.1.3**] at any time before the [relevant] Break Date by notifying the Tenant. A waiver by the Landlord of any of those pre-conditions will not affect the Tenant’s liability under this Lease for the matters set out in those pre-conditions. [If the Landlord waives the pre-condition in **clause 8.1.3** and this Lease ends on the [relevant] Break Date, the Tenant must pay to the Landlord immediately after the [relevant] Break Date the sum specified in that clause.]
   3. [The break right in this **clause 8** is personal to the Original Tenant and will end on the date of the first deed of assignment or transfer of the Lease or on the date when the Original Tenant ceases to exist.]
   4. If this Lease ends under this **clause 8**, this will not affect the rights of any party for any prior breach of an obligation in this Lease.[[76]](#footnote-77)
   5. Time is of the essence for the purposes of this **clause 8**.]
3. JURISDICTION
   1. This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
   2. Subject to **clause 9.3** and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.
   3. Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.
4. LEGAL EFFECT

This Lease takes effect and binds the parties from and including the date at clauseLR1.



Rights

* 1. : Tenant’s Rights**[[77]](#footnote-78)**

The following rights are granted to the Tenant subject to the Landlord’s rights:[[78]](#footnote-79)

* + 1. **Running of services**

To connect to and use the Conducting Media connecting the Premises to the public mains for the passage of Supplies from and to the Premises.

* + 1. **Support and shelter**

Support and shelter for the Premises from any adjoining premises owned by the Landlord.

* 1. : Landlord’s Rights

The following rights are excepted and reserved to the Landlord:

* + 1. **Support, shelter, light and air**
       1. Support and shelter for any adjoining premises owned by the Landlord from the Premises.
       2. All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.
    2. **Entry on to the Premises**[[79]](#footnote-80)
       1. To enter the Premises to:
          1. review or measure the Environmental Performance of the Premises including to install and to monitor metering equipment within or relating to the Premises and to prepare an EPC; and
          2. estimate the current value or rebuilding cost of the Premises for insurance or any other purpose.
       2. If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:
          1. build on or into any boundary or party walls on or adjacent to the Premises; and
          2. inspect, repair, alter, decorate, rebuild or carry out other works upon any adjoining premises owned by the Landlord.
       3. [Where the Tenant (in its absolute discretion) consents, to enter the Premises to carry out any works to the Premises to improve their Environmental Performance.][[80]](#footnote-81)
       4. To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purposes in connection with this Lease.
    3. [**Roofs**

The right to place plant, machinery or equipment on the roof of the Premises and a right of access to the roof along such route as the Landlord may require.]

* + 1. **Adjoining premises**

Subject to **clause 6.3**, to carry out works of construction, demolition, alteration or redevelopment on any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

* + 1. **Plant, equipment and scaffolding**

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any buildings on the Premises in exercising the Landlord’s rights under this Lease.



Rent review**[[81]](#footnote-82)**

* + 1. **Defined terms**

This **Schedule 2** uses the following definitions:

**“Assumptions”**

that:

1. if the Premises have been damaged or destroyed, they have been reinstated before the Rent Review Date;
2. the Premises are fit for immediate occupation and use by the willing tenant;[[82]](#footnote-83)
3. the Premises may lawfully be let to and used for the Permitted Use by any person throughout the term of the Hypothetical Lease;
4. the Tenant has complied with the Tenant’s obligations in this Lease and (except to the extent that there has been a material and persistent breach by the Landlord) the Landlord has complied with the Landlord’s obligations in this Lease; [and]
5. [on the grant of the Hypothetical Lease, the willing tenant will have the benefit of all Environmental Permits that are required for the Permitted Use and that they will remain in force throughout the term of the Hypothetical Lease for the benefit of the willing tenant and its successors in title; and][[83]](#footnote-84)
6. the willing tenant has received the benefit of either:
   1. a rent-free period of such length as is required by the willing tenant to reflect the time required in order to carry out its fitting-out works at the Premises, that rent-free period having expired immediately prior to the commencement of the Hypothetical Lease; or
   2. a rent concession or any other inducement of equal value to that rent-free period.[[84]](#footnote-85)

**“Disregards”**

the following:

1. any effect on rent of the Tenant (and the Tenant’s predecessors in title and lawful occupiers) having been in occupation of the Premises;
2. any goodwill accruing to the Premises because of the Tenant’s business (and that of the Tenant’s predecessors in title and lawful occupiers);
3. any special bid that the Tenant or any other party with a special interest in the Premises might make by reason of its occupation of any adjoining premises;
4. any increase in rent attributable to any improvement, including any tenant’s initial fitting-out works [and any Prior Lease Alterations[[85]](#footnote-86)], whether or not within the Premises:
   1. carried out by and at the cost of the Tenant or the Tenant’s predecessors in title or lawful occupiers before or during the Term;
   2. carried out with the written consent, where required, of the Landlord or the Landlord’s predecessors in title; and
   3. not carried out pursuant to an obligation to the Landlord or the Landlord’s predecessors in title (but any obligations relating to the method or timing of works in this Lease or any other document giving consent will not be treated as an obligation for these purposes);
5. any reduction in rent attributable to works that have been carried out by the Tenant (or the Tenant’s predecessors in title or lawful occupiers); [and]
6. any reduction in rent attributable to any temporary works, operations or other activities on any adjoining premises[.][; and]
7. [any effect on rent of the floor area of any mezzanine floor installed within the Premises by the Tenant (or the Tenant’s predecessors in title or lawful occupiers) but not the fact that a mezzanine floor can lawfully be installed within the Premises without the need for any further planning or other consents.[[86]](#footnote-87)]

**“Hypothetical Lease”**

a lease:

1. of the whole of the Premises;
2. on the same terms as this Lease (including this **Schedule 2**) except for:
   1. the amount of Main Rent reserved;
   2. any rent-free period, rent concession or any other inducement received by the Tenant in relation to the grant of this Lease;
   3. any break clause in this Lease, other than any right to terminate in **Schedule 3**;[[87]](#footnote-88) [and]
   4. [ANY OTHER SPECIFIC EXCLUSIONS]
3. by a willing landlord to a willing tenant;
4. with vacant possession;
5. without any premium payable by or to the willing tenant;
6. for a term of [LENGTH] years starting on the Rent Review Date;
7. with a rent commencement date on the Rent Review Date; [and]
8. with rent review dates every [five] years[.][; and]
9. [with a right for the tenant to bring the Hypothetical Lease to an end on [or at any time after] the [NUMBER] anniversary of the date on which the term starts.][[88]](#footnote-89)

**“Market Rent”**

the yearly rent at which the Premises might reasonably be expected to be let on the open market on the Rent Review Date, on the terms of the Hypothetical Lease and applying the Assumptions and the Disregards.[[89]](#footnote-90)

* + 1. **Rent review**
       1. On the Rent Review Date, the Main Rent is to be reviewed to the higher of:
          1. the Main Rent reserved immediately before the Rent Review Date; and
          2. the Market Rent.
       2. The reviewed Main Rent will be payable from and including the Rent Review Date.
    2. **Dispute resolution**
       1. The Market Rent at the Rent Review Date may be agreed between the Landlord and the Tenant. If they have not done so (whether or not they have tried) by [the date three months before] the Rent Review Date, either the Landlord or the Tenant can require the Market Rent to be decided by an independent [expert/arbitrator].[[90]](#footnote-91) If the Landlord and the Tenant do not agree on who should decide the Market Rent, the [expert/arbitrator] will be appointed by the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant. [The arbitration must be conducted in accordance with the Arbitration Act 1996.][The expert will:]
          1. [invite the Landlord and the Tenant to submit to them a proposal for the Market Rent with any relevant supporting documentation;
          2. give the Landlord and the Tenant an opportunity to make counter submissions;
          3. give written reasons for their decisions, which will be binding on the parties; and
          4. be paid by the Landlord and the Tenant in the shares and in the manner that the expert decides (or failing a decision, in equal shares).]
       2. The [expert/arbitrator] must be an independent chartered surveyor of not less than ten years’ standing who is experienced in the rental valuation of property similar to the Premises and who knows the local market for such premises.
       3. If the [expert/arbitrator] dies, becomes unwilling or incapable of acting or it becomes apparent for any other reason that the [expert/arbitrator] will be unable to decide the Market Rent within a reasonable time, the [expert/arbitrator] may be replaced by a new [expert/arbitrator] who must be appointed on the terms set out in this **paragraph 3**.
       4. Responsibility for the costs of referring a dispute to an [expert/arbitrator], including costs connected with the appointment of the [expert/arbitrator], will be decided by the [expert/arbitrator] and failing a decision, they will be shared equally between the parties.
    3. **Consequences of delay in agreeing the revised rent**
       1. If, by the Rent Review Date, the reviewed Main Rent has not been ascertained, then:
          1. the Main Rent reserved under this Lease immediately before the Rent Review Date will continue to be payable until the reviewed Main Rent has been ascertained;
          2. following the ascertainment of the reviewed Main Rent, the Landlord will demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the Main Rent been ascertained before the Rent Review Date; and
          3. the Tenant must pay that difference to the Landlord within 10 Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which each instalment would have become payable to the date of payment. If not paid those sums will be treated as rent in arrear.
    4. **Rent review memorandum**

When the Market Rent has been ascertained, a memorandum recording the Main Rent reserved on review must be entered into. The Landlord and the Tenant will each bear their own costs in relation to that memorandum.

* + 1. **Time not of the essence**

For the purpose of this **Schedule 2** time is not of the essence.[[91]](#footnote-92)



Insurance and Damage Provisions

* + 1. **Tenant’s insurance obligations**
       1. The Tenant must pay on demand:
          1. the whole of:

the sums the Landlord pays[[92]](#footnote-93) to comply with **paragraph 2.1**;

the cost of valuations of the Premises for insurance purposes made not more than once a year; and

the amount of any excess or deductible under any insurance policy that the Landlord incurs or will incur in complying with **paragraphs 2.3 and 2.4**;

* + - * 1. a sum equal to the amount that the insurers refuse to pay following damage or destruction by an Insured Risk to the Premises because of the Tenant’s wilful act or failure to act; and
        2. any additional or increased premiums that the insurers may require as a result of the carrying out or retention of any Permitted Works or the Tenant’s or any undertenant’s or other lawful occupier’s use of the Premises.
      1. The Tenant must comply with the requirements of the insurers and must not do anything that may invalidate any insurance.
      2. The Tenant must not use the Premises for any purpose or carry out or retain any Permitted Works that may make any additional premium payable for the insurance of the Premises, unless it has first agreed to pay the whole of that additional premium.
      3. The Tenant must notify the Landlord as soon as practicable after it becomes aware of any damage to or destruction of the Premises by any of the Insured Risks or by an Uninsured Risk.
      4. The Tenant must keep insured, in a sufficient sum and with a reputable insurer, public liability risks relating to the Premises.
    1. **Landlord’s insurance obligations**[[93]](#footnote-94)
       1. The Landlord must insure (with a reputable insurer):
          1. the Premises against the Insured Risks in their full reinstatement cost (including all professional fees and incidental expenses, debris removal, site clearance and irrecoverable VAT);
          2. against public liability relating to the Premises; and
          3. loss of the Main Rent for the Risk Period,

subject to all excesses, limitations and exclusions as the insurers may impose and otherwise on the insurer’s usual terms.

* + - 1. In relation to the insurance, the Landlord must:
         1. procure the Tenant’s interest in the Premises is noted either specifically or generally on the policy;
         2. take reasonable steps to procure that the insurers waive any rights of subrogation they might have against the Tenant (either specifically or generally);
         3. notify the Tenant promptly of all material variations; and
         4. provide the Tenant with a summary of its main terms upon the Tenant’s written request.
      2. The Landlord must take reasonable steps to obtain any consents necessary for the reinstatement of the Premises following destruction or damage by an Insured Risk.
      3. Where it is lawful to do so, the Landlord must reinstate the Premises following destruction or damage by an Insured Risk as soon as reasonably practicable after the date of that damage or destruction. Reinstatement need not be identical if the replacement is similar in size, quality and layout.
      4. Nothing in this **paragraph 2** imposes any obligation on the Landlord to insure or to reinstate tenant’s fixtures forming part of the Premises.
      5. The Landlord’s obligations under **paragraphs 2.3 and 2.4** will not apply unless and until the Tenant has paid the amounts referred to in **paragraph 1.1.1(c)** and, where applicable, **paragraph 1.1.2**.
      6. If there is destruction or damage to the Premises by an Uninsured Risk that leaves the whole or substantially the whole of the Premises unfit for occupation and use and the Landlord notifies the Tenant within 12 months afterwards that the Landlord wishes to reinstate, **paragraphs 2.3 and 2.4** will then apply as if the damage or destruction had been caused by an Insured Risk.
      7. Subject to the insurance premiums being reasonable and proper and reasonably and properly incurred, the Landlord will be entitled to retain all insurance commissions for its own benefit.
    1. **Rent suspension**
       1. **Paragraph 3.2** will apply if the Premises are destroyed or damaged by any Insured Risk [or Uninsured Risk][[94]](#footnote-95) so that the Premises are unfit for occupation or use. **Paragraph 3.2** will not apply to the extent that the Landlord’s insurance has been vitiated or payment of any policy moneys refused because of anything the Tenant does or fails to do and the Tenant has not complied with **paragraph 1.1.2**.
       2. Subject to **paragraph 3.1**, the Main Rent or a fair proportion of it, will not be payable from and including the date of damage or destruction until the earliest of:
          1. the date that the Premises are again fit for occupation and use and ready to receive tenant’s fitting out works;
          2. the end of the Risk Period; and
          3. the End Date.
       3. If **paragraph 3.2** applies before the Rent Commencement Date, the number of days between the date of the damage or destruction and the Rent Commencement Date (or where only a proportion of the Main Rent is or would have been suspended, an equivalent proportion of those days) will be added to the date the rent suspension ends and the resulting date will become the Rent Commencement Date.
       4. If **paragraph 3.2** applies:
          1. the Landlord must refund to the Tenant, as soon as reasonably practicable, a due proportion of any Main Rent paid in advance that relates to any period on or after the date of damage or destruction; and
          2. the Tenant must pay to the Landlord on demand the Main Rent for the period starting on the date it again becomes payable to but excluding the next Rent Day.
       5. Any dispute about the application of this **paragraph 3** will be decided at the request of either party by a single arbitrator under the Arbitration Act 1996.
    2. **Termination**
       1. This **paragraph 4** applies if there is destruction or damage to the Premises by an Insured Risk [or an Uninsured Risk] that leaves the whole or substantially the whole of the Premises unfit for occupation and use.
       2. [If the damage or destruction is caused by an Uninsured Risk and:
          1. the Landlord does not give the Tenant formal notice within 12 months after the damage or destruction that the Landlord wishes to reinstate, this Lease will end on the last day of that 12 month period; or
          2. the Landlord gives the Tenant formal notice that the Landlord does not wish to reinstate, this Lease will end on the date of that notification by the Landlord.]
       3. If, when the Risk Period ends, the Premises have not been reinstated sufficiently so that Premises are again fit for occupation and use and ready to receive tenant’s fitting out works, either the Landlord or the Tenant may end this Lease immediately by giving formal notice to the other at any time after the end of the Risk Period but before such reinstatement has been completed. The exercise of this right by the Tenant is subject to the Tenant complying with **paragraph 1.1.1(c)** and, where applicable, **paragraph 1.1.2**.
       4. [For the purposes of **paragraphs 3.2.2** **and** **4.3**, if the damage or destruction is caused by an Uninsured Risk, the Risk Period will be treated as beginning on the date the Landlord notifies the Tenant of its wish to reinstate under **paragraph 2.7**.]
       5. If this Lease ends under this **paragraph 4**:
          1. that will not affect the rights of any party for any prior breaches;
          2. the Tenant must give vacant possession of the Premises to the Landlord; and
          3. the Landlord will be entitled to retain all insurance moneys.



Title Matters

* + 1. [**Variations to the title guarantee**[[95]](#footnote-96)
       1. For the purposes of section 6(2) of the 1994 Act:
          1. all entries made in any public register that a prudent tenant would inspect will be treated as within the actual knowledge of the Tenant;
          2. section 6(3) of the 1994 Act will not apply; and
          3. the Tenant will be treated as having actual knowledge of any matters that would be disclosed by an inspection of the Premises.
       2. The title guarantee will not apply in respect of the title to tenant’s fixtures.
       3. [The Tenant will be responsible for the Landlord’s costs incurred in complying with the covenant set out in section 2(1)(b) of the 1994 Act.]
       4. [The covenants set out in section 2 of the 1994 Act will not imply any obligation on the Landlord to do anything to enable the Tenant to obtain any title at the Land Registry other than a good leasehold title.[[96]](#footnote-97)]
       5. [The covenants set out in section 4(1)(b) of the 1994 Act will not extend to any breach of the tenant’s obligations in the Head Lease relating to the physical state of the Premises.[[97]](#footnote-98)]]
    2. **Register entries**

The matters contained or referred to in title number[s] [TITLE NUMBER(S)] as at [●][[98]](#footnote-99) other than [ENTRY NUMBERS].

* + 1. **Other deeds and documents**

The matters contained or referred to in the following deeds and documents:

|  |  |  |
| --- | --- | --- |
| **Date** | **Document** | **Parties** |



Works**[[99]](#footnote-100)**

* + 1. **Defined terms**

This **Schedule 5** uses the following definitions:

**“CDM Regulations”**

the Construction (Design and Management) Regulations 2015.

**“Consents”**

all necessary permissions, licences and approvals for the Permitted Works required under:

1. the Planning Acts and any other Act, including building and fire regulations;
2. any bye law or regulation of any competent authority; or
3. any covenants or provisions affecting the Premises or otherwise required from owners, tenants or occupiers of any adjoining premises.

**“Prohibited Materials”**

any products or materials that:

1. do not conform to relevant standards or codes of practice; or
2. are generally known within the construction industry at the time of specification to be deleterious to health and safety or the durability of buildings or structures in the particular circumstances in which they are specified for use.
   * 1. **Tenant’s obligations in relation to Permitted Works**
        1. Before starting any Permitted Works the Tenant must:
           1. obtain and provide the Landlord with copies of any Consents that are required before they are begun;
           2. fulfil any conditions in the Consents required to be fulfilled before they are begun;
           3. comply with its obligations in **clause 4.19.4**;
           4. notify the Landlord of the date on which the Tenant intends to start the Permitted Works;
           5. provide the Landlord with any information relating to the Permitted Works as may be required by its insurers; and
           6. ensure that it or its building contractor has put in place public liability and employers’ liability insurance of at least £[5] million in respect of each claim and provided the Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid.
        2. If it starts any Permitted Works, the Tenant must carry out and complete them:
           1. as soon as reasonably practicable, and in any event before the End Date;[[100]](#footnote-101)
           2. in accordance with any drawings, specifications and other documents relating to the Permitted Works that the Landlord has approved;
           3. in a good and workmanlike manner and with good quality materials;
           4. without using Prohibited Materials;
           5. in compliance with the Consents and all Acts (including the Planning Acts) and with the requirements of the insurers of the Premises and (where applicable) of any competent authority or utility provider;
           6. without affecting the structural integrity of the Premises; and
           7. with as little interference as reasonably practicable to the owners and occupiers of any adjoining premises.
        3. The Tenant must make good immediately any physical damage caused by carrying out the Permitted Works.
        4. The Tenant must permit the Landlord to enter the Premises to inspect the progress of the Permitted Works.
        5. Until practical completion of the Permitted Works, the Tenant must:
           1. insure any Permitted Works for their full reinstatement cost (including professional fees) against loss or damage by the Insured Risks with a reputable insurer and provide the Landlord with a summary of the main terms of the insurance; and
           2. reinstate any of the Permitted Works that are damaged or destroyed before their completion.
        6. Where the Landlord has given the Landlord’s consent to any Permitted Works, the Tenant must comply with any additional obligations in relation to those Permitted Works that the Landlord lawfully imposes on the Tenant in giving the Landlord’s consent.[[101]](#footnote-102)
        7. As soon as reasonably practicable following completion of the Permitted Works the Tenant must:
           1. notify the Landlord of their completion;
           2. obtain any Consents that are required on their completion;
           3. remove all debris and equipment used in carrying out the Permitted Works;
           4. notify the Landlord of the cost of the Permitted Works;
           5. permit the Landlord to enter the Premises to inspect the completed Permitted Works;
           6. supply the Landlord with two complete sets of as-built plans showing the Permitted Works; and
           7. ensure that the Landlord is able to use and reproduce the as-built plans for any lawful purpose.
        8. If the CDM Regulations apply to the Permitted Works, the Tenant must:
           1. comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;
           2. if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and
           3. on completion of the Permitted Works provide the Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the End Date.
        9. If the Permitted Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must (at the Landlord’s option):
           1. commission an EPC from an assessor approved by the Landlord and give the Landlord written details of the unique reference number for that EPC; or
           2. pay the Landlord’s costs of commissioning an EPC.
     2. **No warranty relating to Permitted Works**
        1. The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):
           1. as to the suitability, safety, adequacy or quality of the design or method of construction of any Permitted Works;
           2. that any Permitted Works may lawfully be carried out;
           3. that the structure, fabric or facilities of the Premises are able to accommodate any Permitted Works; or
           4. that any of the services supplying the Premises will have sufficient capacity for and will not be adversely affected by any Permitted Works.



Sustainability**[[102]](#footnote-103)**

* + 1. **Co-operation to improve Environmental Performance**
       1. The Landlord and the Tenant confirm that they:
          1. wish to promote and improve the Environmental Performance of the Premises; and
          2. wish to co-operate with each other (without legal obligation) to identify appropriate strategies for the improvement of the Environmental Performance of the Premises.
    2. **Environmental forum**[[103]](#footnote-104)
       1. The Landlord [may][must] provide an environmental forum (the **“Forum”**) that will meet on a regular basis to:
          1. consider the adequacy and improvement of data sharing on energy and water use, waste production and recycling;
          2. review the Environmental Performance of the Premises;
          3. agree targets and strategies for a travel plan for travelling to and from the Premises; and
          4. agree targets and strategies to improve the Environmental Performance of the Premises.
       2. The Forum may take any form that affords an appropriate means of communication and exchange of views, whether by meeting in person or not.
       3. The Landlord and the Tenant will each nominate a suitable person to participate in the Forum. They will try to ensure that their nominees attend and participate in any Forum meetings or discussions of which appropriate advance notice has been given.
       4. [The Landlord and the Tenant may agree to allow third parties to participate in the Forum for a specified period or for a specified purpose.]
       5. [The Landlord will try to ensure that a representative of any managing agents appointed by the Landlord attends and participates in any Forum meetings or discussions of which appropriate advance notice has been given.]
       6. Where any of the issues considered, reviewed or agreed in the Forum relate exclusively to the Premises, either the Landlord or the Tenant may request that these are discussed between them and their authorised agents only (and not with any other permitted participants in the Forum).
    3. **Data sharing**
       1. The Landlord and the Tenant will share the Environmental Performance data they hold relating to the Premises. This data will be shared on a regular basis [not less frequently than quarterly] with each other, with any managing agents appointed by the Landlord and with any third party that the Landlord and the Tenant agree should receive the data.
       2. Unless they are under a statutory disclosure obligation, the Landlord and the Tenant must keep the data shared under this clauseconfidential. They will use that data only for the purpose of:
          1. monitoring and improving the Environmental Performance of the Premises; and
          2. measuring the Environmental Performance of the Premises against any agreed targets.
       3. The Landlord must ensure any managing agents appointed by the Landlord are placed under a similar obligation to keep shared data confidential on the same terms as this **paragraph 3**.
    4. **Alterations**
       1. The Tenant will take into consideration any impact on the Environmental Performance of the Premises from any proposed works to or at the Premises.



Underletting

* + 1. **Defined terms**

This **Schedule 7** uses the following definitions:

**“Approved Underlease”**

an underlease approved by the Landlord and, subject to any variations agreed by the Landlord in its absolute discretion:

1. granted without any premium being received by the Tenant;
2. reserving a market rent, taking into account the terms of the underletting;
3. [for a term of not less than [NUMBER] years calculated from the date on which the underlease is completed;]
4. lawfully excluded from the security of tenure provisions of the 1954 Act [if it creates an underletting of a Permitted Part];
5. containing provisions:
   1. requiring the Undertenant to pay as additional rent the whole or, in the case of an Underlease of a Permitted Part, a due proportion, of the Insurance Rent and other sums, excluding the Main Rent, payable by the Tenant under this Lease;
   2. for rent review at [five yearly] intervals and otherwise on the same terms as in **Schedule 2**; and[[104]](#footnote-105)
   3. for change of use and alterations corresponding to those in this Lease;
6. in the case of an Underlease of a Permitted Part, containing provisions requiring the Undertenant to pay by way of a yearly service charge as additional rent a fair and reasonable proportion of the costs incurred by the Tenant in providing all services to the Premises that would be usual on an underletting of part, including the payment of quarterly advance payments and a balancing payment at the end of each service charge year;
7. containing a covenant by the Undertenant not to assign the whole of the Underlet Premises without the prior written consent[[105]](#footnote-106) of the Landlord and the Tenant on terms corresponding to those in this Lease and a covenant not to assign part only of the Underlet Premises;
8. [containing a covenant by the Undertenant not to create any Sub-Underlease of the whole or any part of the Underlet Premises] OR [containing a covenant by the Undertenant not to create any Sub-Underlease of the whole of the Underlet Premises without the prior written consent of the Landlord and the Tenant and a covenant by the Undertenant not to create any Sub-Underlease of any part of the Underlet Premises] OR [containing a covenant by the Undertenant not to create any Sub-Underlease of the whole or any part of the Underlet Premises without the prior written consent of the Landlord and the Tenant];[[106]](#footnote-107)
9. [containing provisions requiring any Sub-Underlease to contain:
   1. a valid agreement to exclude the security of tenure provisions of the 1954 Act;
   2. obligations by the Sub-Undertenant not to assign the whole of the Sub-Underlet Premises without the prior written consent of the Landlord, the Tenant and the Undertenant and not to assign part of the Sub-Underlet Premises;
   3. an absolute prohibition on the creation of further underleases of whole or part [except where the Sub-Underlease is of the whole of the Premises when the Sub-Underlease may contain provisions permitting the creation of one further underlease of whole with the prior consent of the Landlord, the Tenant and the Undertenant but with the additional provision that no underleases of whole or part will be created out of that further underlease];]
10. if the Underlease is excluded from the security of tenure provisions of the 1954 Act, containing any other provisions that are reasonable in the context of the terms of this Lease and the nature of the proposed Underlease; and
11. if the Underlease is not excluded from the security of tenure provisions of the 1954 Act, containing other provisions corresponding with those in this Lease;

**“Approved Undertenant”**[[107]](#footnote-108)

a person approved by the Landlord and who has entered into a direct deed with the Landlord agreeing:

1. to comply with the terms of the Approved Underlease; and
2. to procure that any proposed assignee of the Underlet Premises enters into a direct deed in the same terms as set out in this definition of Approved Undertenant;

[**“Gross Internal Area”**

the gross internal area measured in accordance with the edition of the Code of Measuring Practice as issued by the Royal Institution of Chartered Surveyors current at the date of [this Lease][measurement];[[108]](#footnote-109)]

[**“Permitted Part”**

any part of the Premises that the Landlord approves;

**OR**

any part of the Premises:

1. that is self-contained;
2. capable of separate beneficial occupation;
3. having independent means of access, for general access and for servicing, from the public highway or from those parts of the Premises approved by the Landlord as common parts for the use and enjoyment of the Tenant and any permitted undertenants of the Premises;
4. has a Gross Internal Area of not less than [NUMBER] square [feet] [metres] nor more than [NUMBER] square [feet] [metres]; and
5. that, once underlet, leaves the remainder of the Premises self-contained and capable of separate beneficial occupation with a Gross Internal Area of not less than [NUMBER] square [feet] [metres];]

**“Sub-Underlease”**

any sub-underlease created out of an Underlease;

**“Sub-Underlet Premises”**

the premises let by a Sub-Underlease;

**“Sub-Undertenant”**

any tenant under a Sub-Underlease;

**“Underlease”**

the underlease granted following the approval of the Approved Underlease;

**“Underlet Premises”**

the premises let by an Underlease; and

**“Undertenant”**

the Approved Undertenant to whom the Tenant grants an Underlease.

* + 1. **Right to underlet**
       1. [Subject to **paragraph 2.3**, the][The] Tenant may, with the Landlord’s consent, underlet the whole of the Premises [or the whole of a Permitted Part] by an Approved Underlease to an Approved Undertenant.
       2. If the Landlord requires, the Landlord’s consent may be conditional on the Approved Undertenant providing a guarantor (approved by the Landlord) to guarantee to the Landlord the Approved Undertenant’s compliance with its obligations in the Approved Underlease [in substantially the terms set out in clause 7][in a form that the Landlord requires].
       3. [The grant of an Underlease [or a Sub-Underlease] must not result in the Premises being divided into more than [NUMBER] self-contained units of occupation, taking into account any existing Underleases [or Sub-Underleases].]
    2. **Obligations in relation to underleases**
       1. The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease [or by a Sub-Undertenant of any terms of its Sub-Underlease].
       2. The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.
       3. On any review of the rent payable under any Underlease, the Tenant must:
          1. review the rent payable under the Underlease in compliance with its terms;
          2. not agree the reviewed rent (or the appointment of any third party to decide it) without the Landlord’s approval;
          3. include in the Tenant’s representations to any third party any representations that the Landlord may require; and
          4. notify the Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.
       4. The Tenant must not vary the terms or accept any surrender of any Underlease without the Landlord’s approval.



Environmental protection

[**Note: This Schedule should only be used where the proposed use of the Premises gives rise to a substantial risk of pollution or contamination of the Premises or adjoining premises.**]

* + 1. **Defined terms**

This **Schedule 8** uses the following defined terms:

**“1990 Act”**

the Environmental Protection Act 1990;

**“Contamination”**

all or any of the following arising from Tenant’s use of the Premises:

1. the presence in, on, under or over the Premises of any Hazardous Material or Waste; and
2. the migration or other escape of any such Hazardous Materials or Waste from the Premises;

**“Environment”**

air, including without limitation the air within buildings and within other natural or man-made structures, water and land and any living organisms or eco-systems supported by them;

**“Environmental Authority”**

any authority acting in accordance with its powers and duties under Environmental Law;

**“Environmental Law”**

all Acts and codes of practice issued by and decisions or formal requirements of any Environmental Authority that at any time relate to the pollution or protection of the Environment or harm to or the protection of human health and safety or the health of animals and plants;

**“Environmental Notice”**

any statutory notice or formal requirement of any court or any Environmental Authority relating to Contamination or the contact with or exposure of any person on the Premises to Hazardous Materials, Prohibited Materials or Waste;

**“Environmental Permits”**

any permit, licence, consent, registration, authorisation or exemption required under Environmental Law in relation to the use or occupation of the Premises by the Tenant including for the manufacture, use, storage, disposal, handling or presence of any Hazardous Materials or Waste on the Premises by the Tenant;

**“Hazardous Material”**

any substance, whether in solid, liquid or gaseous form, that is (in the quantity in which it is manufactured, used, stored, handled or disposed of) capable of causing harm to human health or to the Environment whether on its own or in combination with any other substance;

**“Prohibited Materials”**

all or any of the following:

1. special waste as defined in the Hazardous Waste (England and Wales) Regulations 2005;
2. radioactive waste as defined in the Environmental Permitting (England and Wales) Regulations 2016; and
3. controlled waste as defined in the 1990 Act that may produce concentrations of noxious gases or liquids capable of creating Contamination; and

**“Waste”**

any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value.

* + 1. **Environmental Permits**
       1. The Tenant must ensure that all Environmental Permits required for the Permitted Use remain in force during the Term in the name of the Tenant.
       2. The Tenant must apply for and take reasonable steps to obtain renewals of the Environmental Permits and pay any fees required for their renewal.
       3. The Tenant must comply with all undertakings given to the Environmental Authorities in respect of the Premises and must comply with all conditions lawfully contained in the Environmental Permits.
       4. The Tenant must give notice of and provide copies to the Landlord as soon as reasonably practicable of any:
          1. undertakings given and conditions agreed in respect of the Premises or the Environmental Permits;
          2. notices that will have an adverse affect on the Environmental Permits; and
          3. complaints or warnings received by the Tenant in respect of the Premises or the Permitted Use from the Environmental Authorities or any other person or body.
       5. The Tenant must not do or omit to do anything on the Premises that would have an adverse effect on the Environmental Permits, their renewal or the use of the Premises for the Permitted Use.
    2. **Variations to Environmental Permits**
       1. The Tenant must not without the consent of the Landlord:
          1. apply to the Environmental Authorities for the grant, variation, or renewal of an Environmental Permit or the insertion of any conditions in any Environmental Permits; or
          2. give any undertakings or assurances or agree to the addition of conditions in connection with the grant, variation or renewal of any Environmental Permits.
    3. **Transfer of Environmental Permits**
       1. The Tenant must not, without the Landlord’s consent, transfer or surrender or attempt or agree to transfer or surrender any Environmental Permits, allow them to lapse or attempt to remove them to other premises.
       2. At the End Date the Tenant must do everything reasonably required by the Landlord to:
          1. transfer any of the Environmental Permits to the Landlord or its nominee; or
          2. obtain for the next occupier of the Premises any order or other authority to enable them to carry out the Permitted Use from the Premises as soon as reasonably possible.
       3. The Landlord or its nominee (or the next occupier of the Premises or its nominee) may at the Tenant’s cost:
          1. do all things necessary to renew or transfer the Environmental Permits if the Tenant breaches **paragraph 4.2**; or
          2. appeal against any refusal by the Environmental Authorities to renew or transfer the Environmental Permits.
    4. **Compliance with notices**

The Tenant must at its own cost promptly comply with all Environmental Notices and supply copies of them to the Landlord.

* + 1. **Hazardous Materials and Waste**
       1. The Tenant must not manufacture, use, store, handle or dispose of any Hazardous Materials or Waste on the Premises:
          1. without the Landlord’s consent; and
          2. unless the Hazardous Materials or Waste are manufactured, used, stored, handled or disposed of in connection with the Permitted Use.
    2. **Prohibited Materials**

The Tenant must not manufacture, use, store, handle or dispose of Prohibited Materials on the Premises.

* + 1. **Contamination**
       1. The Tenant must not do or omit to do anything that would or may cause any Hazardous Material or Waste to escape, leak or be spilled or deposited on the Premises, discharged from the Premises or migrate to or from the Premises.
       2. At the End Date, the Tenant must, at its own cost, carry out any remediation (as defined in Part 2A of the 1990 Act) reasonably required by the Landlord to make good, rectify, remove, treat or make harmless any Contamination.
       3. [It is acknowledged and agreed between the Landlord and the Tenant that the Tenant will not have any liability to make good, rectify, remove, treat or make harmless any Hazardous Material or Waste in, on or under the Premises at the date on which the Tenant first took occupation of the Premises unless any works to the Premises carried out by the Tenant would or may cause that Hazardous Material or Waste to escape, leak or be spilled onto any adjoining premises.]
    2. **Notification**

The Tenant must notify the Landlord immediately of any complaints from any person or any notice or proceedings against the Tenant relating to any matter affecting the Premises concerning the Environment or the health or safety of human beings and provide the Landlord with copies of any correspondence, notices, proceedings or other documents relating to them.

* + 1. **Environmental costs**

Where costs become a charge on the Premises under section 81A of the 1990 Act, and those costs are recovered from the Tenant under section 81B of the 1990 Act, the Tenant waives its statutory right to deduct those costs from the rents payable under this Lease.[[109]](#footnote-110)

Executed as a deed by the Landlord acting by )

[a director and its secretary] or by [two directors]: )

Signature of Director

Signature of Director/Secretary

Executed as a deed by the Tenant acting by )

[a director and its secretary] or by [two directors]: )

Signature of Director

Signature of Director/Secretary

[Executed as a deed by the Guarantor acting by )

[a director and its secretary] or by [two directors]: )

Signature of Director

Signature of Director/Secretary]

1. The Land Registry will automatically carry over easements that benefit the landlord’s title to the tenant’s new leasehold title. If the tenant is not to benefit from easements that benefit the freehold, this must be specified in LR4 so that the specified easements do not benefit the tenant’s new leasehold title. [↑](#footnote-ref-2)
2. Note that a letting to a charity will require a prescribed statement under section 122 Charities Act 2011 (formerly section 37 Charities Act 1993). [↑](#footnote-ref-3)
3. If the Tenant will have an option to renew this Lease, refer to the Model Commercial Lease: Option to Renew clause (MCL-LEASECLAUSE-06) and include a cross-reference to the new clause here. [↑](#footnote-ref-4)
4. Note that if this Lease is amended to include an obligation on the Tenant to offer to surrender the Lease to the Landlord before assigning it, a cross-reference to the offer back provisions must be included here. [↑](#footnote-ref-5)
5. This definition is required only where the Landlord gives a title guarantee that includes the variations in **Schedule 4**. [↑](#footnote-ref-6)
6. This is the date from which the Tenant pays Insurance Rent. [↑](#footnote-ref-7)
7. When deciding on the relevant Break Date, best practice is to make it the day before a rent payment date. This ensures that the Tenant is not legally obliged to pay a full month’s or quarter’s rent on the day on which the Lease ends under the break clause. [↑](#footnote-ref-8)
8. Delete if the Lease will not include break rights. [↑](#footnote-ref-9)
9. Include this wording where you are using the environmental provisions in **Schedule 8** because the Permitted Use will require permits under environmental law. **Schedule 8** should be included only where the proposed use of the Premises gives rise to a significant risk of pollution or contamination of the Premises or adjoining premises. [↑](#footnote-ref-10)
10. Note that “terrorism” is mentioned expressly as insurers now treat “terrorism” as a risk, even if it is a risk that may be covered by an exclusion in the insurance policy. [↑](#footnote-ref-11)
11. Consider whether any specific description needs to be included. This may not be necessary if the use is a warehousing use. [↑](#footnote-ref-12)
12. For use with property in England. Class E(g)(ii) is use for research and development of products or processes and Class E(g)(iii) is use for any industrial process in each case being a use which can be carried out in any residential area without detriment to the amenity of that area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust or grit. Do not refer to general E(g) use as this would include E(g)(i) use as offices. Class B2 is for general industrial use for the carrying on of an industrial process other than one falling within Class E(g). Class B8 is use for storage or as a distribution centre. [↑](#footnote-ref-13)
13. Consider whether any specific description needs to be included. This may not be necessary if the use is a warehousing use. [↑](#footnote-ref-14)
14. For use with property in Wales. Class B1(b) is for research and development processes. Class B1(c) is for other light industrial processes. Class B2 is for general industrial use for the carrying on of an industrial process other than those within Class B1(b) and Class B1(c). Class B8 is use for storage or as a distribution centre. [↑](#footnote-ref-15)
15. Include the words in square brackets where this Lease is a renewal lease and the Landlord wants the Tenant to be under an obligation to reinstate works carried out under the Prior Lease when this Lease comes to an end or those works are to be disregarded on any rent review under this Lease. [↑](#footnote-ref-16)
16. If the extent of the Premises has changed since the date of the Prior Lease, amend this definition to refer to the extent of the premises originally let by the Prior Lease. [↑](#footnote-ref-17)
17. Include this definition where this Lease is a renewal lease and the Landlord wants the Tenant to be under an obligation to reinstate works carried out under the Prior Lease when this Lease comes to an end or those works are to be disregarded on any rent review under this Lease. [↑](#footnote-ref-18)
18. If the extent of the Premises has changed since the date of the Prior Lease, amend this definition to refer to the extent of the premises originally let by the Prior Lease. [↑](#footnote-ref-19)
19. Include this definition where this Lease is a renewal lease and the Landlord wants the Tenant to be under an obligation to reinstate works carried out under the Prior Lease when this Lease comes to an end or those works are to be disregarded on any rent review under this Lease.

    Because it can be difficult to establish which works have to be taken into account or disregarded on rent review or reinstated at the end of the term, consider agreeing and annexing a schedule to this Lease setting out the works carried out under the Prior Lease, whether they will have to be reinstated and their status on a rent review under this Lease. [↑](#footnote-ref-20)
20. If rent is payable monthly, refer to the relevant payment date; for example, the first day of each month. [↑](#footnote-ref-21)
21. The Rent Review Date(s) should ideally correspond to one of the Rent Days. [↑](#footnote-ref-22)
22. Consider increasing this period if you think that it may take longer than five years to obtain any necessary consents and to rebuild following damage by an insured risk. [↑](#footnote-ref-23)
23. In relation to Uninsured Risks, this Lease gives the Tenant all the benefits it would have if damage were caused by an Insured Risk except that the Landlord has a choice as to whether or not to reinstate. It must make this choice by telling the Tenant within twelve months of the damage whether or not it wishes it reinstate. If it does not, this Lease will end after that twelve month period. These provisions are only a starting point, as standard practice continues to evolve on the detail, including exactly how you define Uninsured Risks and what happens to any residual risks/parts of risks, not in this or the Insured Risks definition. You will need to consider how best to address this and, if necessary, take specific instructions as different landlords will have different approaches. [↑](#footnote-ref-24)
24. On the renewal of an existing Lease, consider whether references to the Town and Country Planning (Use Classes) Order 1987 should be to that Order as in force at the date of the existing lease if you are retaining references to the former Class A or Class B use classes in the renewal lease. [↑](#footnote-ref-25)
25. Any sums payable on demand only begin to bear interest for late payment if not paid within 10 Business Days of the date of demand – see **clause 4.4**. [↑](#footnote-ref-26)
26. Where plans and specifications are provided to the Landlord, you should ensure that the Landlord has the right to use those plans and specifications – see **paragraph 2.7.7 of Schedule 5**. [↑](#footnote-ref-27)
27. In practice, the only provisions in this Lease that allow the Tenant to impose requirements are in **clause 5.4**. [↑](#footnote-ref-28)
28. Safeguards relating to the exercise of rights are contained in **clause 5.4** and, in relation to scaffolding, in **clause 5.5**. [↑](#footnote-ref-29)
29. If a title guarantee is being given, the landlord may wish to vary the covenants that are implied by Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994. Some suggested variations, along the lines of variations that are seen in sale and purchase contracts, are included in **Schedule 4**. [↑](#footnote-ref-30)
30. On a letting of whole, it may not be necessary to grant the Tenant specific rights for the benefit of the Premises. [↑](#footnote-ref-31)
31. For Turnover Rent provisions, refer to the Model Commercial Lease: Turnover Rent clause (MCL-LEASECLAUSE-01). [↑](#footnote-ref-32)
32. Consider whether this is appropriate in the context of the length of the Lease. [↑](#footnote-ref-33)
33. There is no established market practice in relation to works required to comply with the minimum energy efficiency standard regulations. This clause may be thought desirable where the Premises have an EPC rating below an E and the Landlord cannot lawfully let (or, from 1 April 2023, continue to let) the Premises unless works to improve their energy performance have been carried out. The Tenant is not obliged to consent to the works and, if it refuses consent, the Landlord may be able to rely upon an exemption in the minimum energy efficiency standards regulations to continue lawfully to let the Premises. If the Tenant consents to the works, they will be governed by the Entry Safeguards in **clause 5.4** and the Landlord can recover the costs of those works under this clause. The Landlord’s rights in **Part 2 of Schedule 1** include a corresponding right for the Landlord to enter onto the Premises to carry out the works where the Tenant in its absolute discretion consents. [↑](#footnote-ref-34)
34. The indemnity relates only to third party claims against the Landlord. For losses directly incurred by the Landlord, the Landlord needs to rely on the normal rules for an award of damages for a breach of the Tenant’s contractual obligations under this Lease. [↑](#footnote-ref-35)
35. This is the standard form of repairing obligation to be used unless otherwise agreed by the parties. [↑](#footnote-ref-36)
36. This modifies the standard form of repairing obligation so that the Tenant’s repairing obligation will be limited in respect of the parts of the Premises identified in the schedule of condition but will apply normally to the remainder of the Premises. [↑](#footnote-ref-37)
37. This requires the Tenant to keep the Premises in an “as is” condition at the date of the Lease. Note that depending on the level of detail of the schedule of condition, this form of repairing obligation can create uncertainty about the state and condition of those parts of the Premises not shown in the schedule of condition and, therefore, the extent of the Tenant’s repairing obligations in respect of those parts of the Premises. [↑](#footnote-ref-38)
38. This a limited form of repairing obligation. It is wider than requiring the tenant to maintain the Premises in a “broom swept” condition as it requires the Tenant not to damage the Premises by action or inaction. Traditionally, this might have been referred to as not to commit acts of waste but, as this is an archaic term, we have referred to damage instead. [↑](#footnote-ref-39)
39. The words in square brackets are required only where Conducting Media or plant, equipment or fixtures that exclusively serve the Premises are not included in the demise to the Tenant. [↑](#footnote-ref-40)
40. The words in square brackets are required only where Conducting Media or plant, equipment or fixtures that exclusively serve the Premises are not included in the demise to the Tenant. [↑](#footnote-ref-41)
41. As tenant’s fixtures form part of the Premises, their removal would be an alteration that would otherwise require consent. Consider whether there are any tenant’s fixtures that should not be removed or be removed only with consent – for example industrial equipment. [↑](#footnote-ref-42)
42. **Schedule 5** is included in an attempt to speed up and reduce the cost of obtaining Landlord’s consent. In most cases landlords will be able to consent by simple letter. Where **Schedule 5** does not contain all the obligations the Landlord requires because of the specific nature of the intended works, **clause 4.10.5** allows the Landlord to impose additional obligations. That may still be done by simple letter – see **paragraph 2.6 of Schedule 5**. Where works are to be taken into account on rent review or must definitely be removed at the end of this Lease, that should be documented separately at the time the Landlord gives consent. [↑](#footnote-ref-43)
43. If the parties want to hand back the Premises in a condition that is different to how the Tenant received them, you will need to attach a “reinstatement schedule” setting out the state of repair and condition in which the Premises should be returned at the end of the Term. This may be required, for example, where the Tenant received the Premises in a shell and core condition, but the parties might not want the Premises stripped out back to shell and core at the end of the Term. [↑](#footnote-ref-44)
44. Delete the words in square brackets if the Lease is contracted-out or there is no right for the Tenant to underlet the Premises. [↑](#footnote-ref-45)
45. Consider whether any additional restrictions on use should be included in the Lease. In the context of an industrial estate, restrictions on specific uses may not be required. [↑](#footnote-ref-46)
46. This would include, for example, not cutting holes in fire separating walls, fire stopping cavity barriers etc. [↑](#footnote-ref-47)
47. Include this clause where you want to include additional environmental law provisions. [↑](#footnote-ref-48)
48. There is no offer back provision in this Lease. If needed, refer to the Model Commercial Lease: Offer Back clause (MCL-LEASECLAUSE-02). [↑](#footnote-ref-49)
49. This Lease is deliberately light on circumstances/conditions for the purposes of the Landlord and Tenant Act 1927 and the Landlord and Tenant (Covenants) Act 1995. However, in light of the decision in *K/S Victoria Street v House of Fraser (Stores Management) Ltd* [2011] EWCA Civ 904, additional restrictions on assignment have been included that go beyond what is recommended in the RICS professional standard “Code for Leasing Business Premises, First Edition (February 2020)”. [↑](#footnote-ref-50)
50. **Clause 2.10** requires that the Landlord act reasonably when imposing requirements unless it is expressly stated that the Landlord has an absolute discretion. If the Landlord wants an absolute obligation for the Tenant to give an AGA, you will need to amend this clause to say so. [↑](#footnote-ref-51)
51. Include this wording where you are using the environmental provisions in **Schedule 8** because the Permitted Use will require permits under environmental law. **Schedule 8** should be included only where the proposed use of the Premises gives rise to a significant risk of pollution or contamination of the Premises or adjoining premises. [↑](#footnote-ref-52)
52. Where the Tenant is a logistics operator who will use the Premises for a specific client or clients, consider whether the right to share occupation with the client or clients of the Tenant will be required. [↑](#footnote-ref-53)
53. The lack of a registration fee is deliberate. [↑](#footnote-ref-54)
54. The lack of an obligation on the Tenant to act on the Landlord’s requirements following the service of a notice is deliberate. [↑](#footnote-ref-55)
55. There is deliberately no obligation on the Tenant to comply with the terms of the head lease. Where the freehold title or the head lease impose specific obligations in respect of the Premises, consider whether the Tenant should covenant to comply with those obligations. [↑](#footnote-ref-56)
56. Note that there is no obligation on the Tenant to register the rights granted under this Lease as legal easements if the Lease itself if not registrable at HM Land Registry. [↑](#footnote-ref-57)
57. Consider whether the Tenant should also be under an obligation to make an application to the Land Registry for the Lease to be designated as an Exempt Information Document with information required by the Landlord removed from the “Exempt Information” version of the Lease submitted to the Land Registry. [↑](#footnote-ref-58)
58. If the Lease comes to an end due to the Tenant’s default, the Landlord will be able to retain any rents paid in advance to meet any outstanding liabilities of the Tenant at the End Date. [↑](#footnote-ref-59)
59. If the Premises are free-standing or the Landlord does not own adjoining premises, the right to erect scaffolding may not be required. [↑](#footnote-ref-60)
60. Consider whether any specific obligations of the superior landlord should be enforced by the Landlord (for example insurance, services). [↑](#footnote-ref-61)
61. The words “whether or not formally demanded” are included to ensure that the Landlord does not have to comply with the common law pre-condition for re-entry to make a specific demand for the exact amount due at the Premises themselves or, if specified, at the place required for the payment of rent, between the hours of sunrise and sunset on the last day due for payment. Sums due under the Lease still need to be notified to the Tenant or, in the case of the main rent, will be due on known dates and in known amounts. [↑](#footnote-ref-62)
62. Use this option where service by e-mail is not a permitted form of service for formal notices. [↑](#footnote-ref-63)
63. Use this option where service by e-mail is a permitted form of service for formal notices. [↑](#footnote-ref-64)
64. Use this option where service by e-mail is a permitted form of service for formal notices. [↑](#footnote-ref-65)
65. If any of the original parties to the Lease are non-UK parties, include an address for service in the United Kingdom for that party here. [↑](#footnote-ref-66)
66. There are risks associated with the service of notices by e-mail. The e-mail may be delayed or not delivered at all, for example through server failure, data overload, failure of telecommunications services, interception by spam filters, or an incorrectly typed address. Failure notices are not always sent or may be delayed. If the relevant e-mail address is no longer used (for example it is the e-mail address of a person who has left the organisation), service by e-mail will not be possible. Note that where e-mail addresses are used, it is better not to include the e-mail address of individuals to avoid potential issues in relation to the GDPR as well as avoiding the need to notify the other parties of a new e-mail address if the individual leaves the organisation. [↑](#footnote-ref-67)
67. No 1954 Act exclusion wording is included for guarantors. [↑](#footnote-ref-68)
68. References to superior landlord’s consent should be included only if there is an existing superior lease. [↑](#footnote-ref-69)
69. This clause can be omitted if the corresponding provisions have been included in any agreement for the grant of this Lease. [↑](#footnote-ref-70)
70. This clause is not relevant if the Lease is contracted out of sections 24 to 28 of the 1954 Act. [↑](#footnote-ref-71)
71. There is no obligation on the Original Tenant to provide an alternative guarantor to replace a deceased or insolvent guarantor as it is unrealistic to expect this. [↑](#footnote-ref-72)
72. In *Kaushal Corp v O'Connor* [2023] EWHC 618 (KB), the Landlord was not able to recover costs that the court had ordered the Tenant to pay in relation to legal proceedings from the guarantor of the lease. The terms of the lease did not include a tenant’s covenant to pay those costs and, therefore, the guarantor’s obligations did not extend to the payment of costs that the court had ordered the Tenant to pay to the Landlord. [↑](#footnote-ref-73)
73. There is no right to repayment if the Landlord subsequently re-lets the Premises during the six month period covered by this payment. [↑](#footnote-ref-74)
74. This wording is not required if the Tenant can end this Lease only on a single specified date. [↑](#footnote-ref-75)
75. The conditions in this break clause are consistent with the RICS professional standard “Code for Leasing Business Premises, First Edition (February 2020)”. [↑](#footnote-ref-76)
76. The obligation to repay any rent relating to the period after the Break Date is in **clause 5.3**. [↑](#footnote-ref-77)
77. Appropriate rights will be property-specific in each case. [↑](#footnote-ref-78)
78. Where the Premises connect directly to the public mains for all services and the Landlord does not own adjoining premises, it will not be necessary to grant the Tenant any rights on the grant of the Lease. [↑](#footnote-ref-79)
79. The safeguards that tenants ordinarily look for where a landlord has a right of entry are contained in **clause 5.4** (Landlord’s obligations). There is no need to repeat them in this Schedule. [↑](#footnote-ref-80)
80. There is no established market practice in relation to works required to comply with the minimum energy efficiency standard regulations. This right may be thought desirable where the Premises have an EPC rating below an E and the Landlord cannot lawfully let (or, from 1 April 2023, continue to let) the Premises unless works to improve their energy performance have been carried out. The Tenant is not obliged to consent to the works and, if it refuses consent, the Landlord may be able to rely upon an exemption in the minimum energy efficiency standard regulations to continue lawfully to let the Premises. If the Tenant consents to the works, they will be governed by the Entry Safeguards in **clause 5.4** and the Landlord can recover the costs of those works under **clause 4.5.3**. [↑](#footnote-ref-81)
81. This Schedule contains an open market review. There is no attempt to review to a headline rent. Drafting for an indexed-linked review is contained in the Model Commercial Lease: Index Linked Rent Review clause (MCL-LEASECLAUSE-03). [↑](#footnote-ref-82)
82. There is deliberately no assumption that the Premises are fitted-out. If the Premises are to be valued on the assumption that they are handed over to the Tenant in a specific state (such as shell and core with capped services) then a rent review specification will be needed and an additional assumption added that the Premises are handed over to the willing tenant in the state set out in the specification. [↑](#footnote-ref-83)
83. Include this wording where you are using the environmental provisions in **Schedule 8** because the Permitted Use will require permits under environmental law. **Schedule 8** should be included only where the proposed use of the Premises gives rise to a significant risk of pollution or contamination of the Premises or adjoining premises. [↑](#footnote-ref-84)
84. This assumption is considered to be neutral. There is no attempt to review to a headline rent. [↑](#footnote-ref-85)
85. On the grant of a renewal lease or a lease re-gearing consider carefully the extent of the Premises to be taken into account on a rent review under this Lease and whether works carried out under the Prior Lease should be taken into account or disregarded for the purposes of rent review. [↑](#footnote-ref-86)
86. In any case where the Tenant may be able to install a mezzanine floor (or if one is already present) you should include this **paragraph (g)**. [↑](#footnote-ref-87)
87. All break clauses in this Lease are ignored (other than those that arise following a failure to reinstate insured or uninsured damage in **Schedule 3**). Any corresponding break clauses in the Hypothetical Lease should be included in **paragraph (i)**. Where there is a rent-free period or concessionary rent that follows the non-exercise of the break clause, consider including a specific exclusion of this. [↑](#footnote-ref-88)
88. Consider the treatment of break clauses in the Hypothetical Lease. [↑](#footnote-ref-89)
89. Current market practice is generally not to use the expression “best rent”. [↑](#footnote-ref-90)
90. Consider which option the client prefers for resolving rent review disputes. [↑](#footnote-ref-91)
91. A decision has been taken not to include provisions to circumvent any statutory restrictions on implementing rent reviews or to nominate an extra rent review date when any restrictions cease to have effect. [↑](#footnote-ref-92)
92. Note that **clause 2.11** already requires the amounts to be reasonable and proper. [↑](#footnote-ref-93)
93. The Landlord is obliged to insure the Premises and to reinstate them if they are damaged by an Insured Risk. The obligation to reinstate does not extend to reinstating tenant’s fixtures. [↑](#footnote-ref-94)
94. Consider whether and from which date rent suspension should apply following uninsured damage. [↑](#footnote-ref-95)
95. Include this paragraph only where the Landlord leases the Premises with a full or limited title guarantee. [↑](#footnote-ref-96)
96. Include this paragraph only where the Landlord’s title to the Premises is not registered at HM Land Registry. [↑](#footnote-ref-97)
97. Include this paragraph only where the Landlord holds the Premises under the Head Lease. [↑](#footnote-ref-98)
98. Note that with computerised registers, the entry numbers may change if changes are made to the register. It is therefore helpful to specify the date of the official copies of the title to the Lease so that it is clear which entries are being referred to. [↑](#footnote-ref-99)
99. This Schedule sets out the standard provisions that will apply when the Tenant carries out works. The inclusion of this Schedule will enable the Landlord to grant consent to Tenant’s works of a routine nature by reference to the obligations in this Schedule without the need for a detailed licence for alterations. [↑](#footnote-ref-100)
100. If you want the Tenant to complete any works to the Premises within a set period after work has commenced, you will need to provide for this specifically in this paragraph. [↑](#footnote-ref-101)
101. If you want to impose an obligation on the Tenant to begin any works to which Landlord’s consent has been given, you will need to provide for this specifically in this paragraph. [↑](#footnote-ref-102)
102. If the parties want to include more detailed sustainability provisions, refer to the provisions in the Better Buildings Partnership’s [**Green Lease Toolkit**](http://www.betterbuildingspartnership.co.uk/working-groups/green-leases/green-lease-toolkit/). This Schedule is not intended to impose onerous obligations in relation to sustainability issues but is intended to facilitate a discussion between the parties about these issues. [↑](#footnote-ref-103)
103. On a letting of whole consider whether there is any need for an environmental forum for the Premises. [↑](#footnote-ref-104)
104. Some landlords may require the rent review dates in the underlease to coincide with those in this Lease even if this means that the first rent review falls within the first five years of the grant of the underlease. [↑](#footnote-ref-105)
105. Although the interpretation clause in this Lease states that references to a consent are to a prior written consent, the full form of wording has been included in this definition as the relevant interpretation clause may not be included in the underlease. [↑](#footnote-ref-106)
106. Take specific instructions on whether an undertenant should have the right to sub-underlet. **Paragraph (i)** will not be required if sub-underletting is prohibited. [↑](#footnote-ref-107)
107. Consider whether the Landlord should have the right to receive a guarantee of the Approved Undertenant’s obligations. [↑](#footnote-ref-108)
108. Consider whether the measuring code to be used should be that current at the date of the Lease or the most recent version at the date that the measurement is made. [↑](#footnote-ref-109)
109. This clause attempts to reverse the effect of section 81B of the 1990 Act which gives the Tenant the right to deduct from rent expenses recoverable from the Tenant in relation to statutory nuisances. This clause may be held to be void as contrary to public policy (*Johnson v Moreton* [1980] AC 37) [↑](#footnote-ref-110)