|  |
| --- |
| Dated |
|  |
| [LANDLORD]  and  [TENANT]  and  [GUARANTOR] |
|  |
| LEASE  Relating to premises known as [ADDRESS] |
|  |
| **WHOLE (OFFICE)**  (Open Market Rent) |

[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.]

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**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]), 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]), 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. |
| **LR5. Prescribed statements etc.** | None.[[1]](#footnote-1) |
| **LR6. Term for which the Property is leased** | The term as specified in clause **3.1** 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.[[2]](#footnote-2) |
| **LR9.2 Tenant's covenant to (or offer to) surrender this lease** | [None.][[3]](#footnote-3) |
| **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 and any other person who becomes the immediate landlord of the Tenant (the “**Landlord**”); [and]
2. the Tenant named in clause LR3 and its successors in title (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;[[4]](#footnote-4)]

**“1995 Act”**

Landlord and Tenant (Covenants) Act 1995;

**“Act”**

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

**“AGA”**

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

“Ancillary Rent Commencement Date”[[5]](#footnote-5)

[the date of this Lease;][the Term Start Date;][the Term Start Date or, if later, the earlier of the date on which the Tenant took occupation of the Premises and the date of this Lease;][DATE OR DESCRIPTION];

[**“Break Date”**

[DATE OR DATES][[6]](#footnote-6) [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**];[[7]](#footnote-7)]

**“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;
3. any unregistered company (to include any association); and
4. any “company or legal person” in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000;

**“Conducting Media”**

any media for the transmission of Supplies;

[**“CRC Costs”**

the aggregate of:

1. the anticipated or actual costs and charges incurred by or on behalf of any CRC Participant in purchasing carbon allowances in relation to the CRC Scheme; and
2. the management costs relating to the implementation of, participation in and operation of the CRC Scheme incurred by or on behalf of any CRC Participant;]

[**“CRC Participant”**

the Landlord, any Participant from time to time responsible for compliance with the CRC Scheme in respect of the Premises and any Group Undertaking of the Landlord or that Participant where “Participant” and “Group Undertaking” have the meanings given to them in the CRC Energy Efficiency Scheme Order 2013;]

[**“CRC Scheme”**

the Carbon Reduction Commitment Energy Efficiency Scheme administered in accordance with [the CRC Energy Efficiency Scheme Order 2010,][[8]](#footnote-8) the CRC Energy Efficiency Scheme Order 2013 or any later order or any similar scheme amending or replacing it;]

**“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 section 151 of 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;

**“EPB Regulations”**

the Energy Performance of Buildings (England and Wales) Regulations 2012;

**“EPC”**

an Energy Performance Certificate and Recommendation Report (as defined in the EPB Regulations);

**“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;[[9]](#footnote-9)

**“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 1995 Act, and any document supplemental to it;

**“Main Rent”**

the rent payable under clause **3.2**;

**“Notice”**

any notice, notification or request given or made under this Lease;

**“Outgoings”**

all or any of:

1. all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises 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 offices within Class B1(a)[[10]](#footnote-10) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 and ancillary uses;

**“Permitted Works”**

any works or installations (including Tenant’s Business Alterations) 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];[[11]](#footnote-11)

**“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 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][[12]](#footnote-12) dated [DATE] made between [NAME OF PARTIES] and all documents supplemental or ancillary to it;[[13]](#footnote-13)]

[**“Prior Lease Alterations”**

all works carried out to or for the benefit of the [Premises][[14]](#footnote-14) 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];[[15]](#footnote-15)]

**“Rent Commencement Date”**

[DATE OR DESCRIPTION];

**“Rent Days”**

[25th March, 24th June, 29th September and 25th December;][the first day of every month;][[16]](#footnote-16)

[**“Rent Review Date”**

[DATE] [in each of the years [YEARS] and references to “the Rent Review Date” mean the relevant Rent Review Date];[[17]](#footnote-17)]

**“Rents”**

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

**“Risk Period”**

the period that the Landlord [in its absolute discretion][[18]](#footnote-18) decides, being a minimum of three years and a maximum of [five][[19]](#footnote-19) years, starting on the date of the relevant damage or destruction;

[**“Schedule of Condition”**

the schedule attached to this Lease and marked “Schedule of Condition”;[[20]](#footnote-20)]

[**“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 a fair and reasonable proportion of any CRC Costs incurred in relation to those Supplies];

**“Tenant’s Business Alterations”**

so long as they do not affect the structural integrity of the Premises, any of the following in relation to the Premises:

1. the creation of openings in the walls[, ceiling and floor slabs] within or bounding the Premises for the passage of the Tenant’s Conducting Media; and
2. fixing holes drilled into the floor or ceiling slabs, blockwork or plaster;

**“Term”**

the period of this Lease [(including where applicable any continuation of that period under the 1954 Act)[[21]](#footnote-21)];

“Term End Date”

[DATE];

“Term Start Date”

[DATE];

**“Uninsured Risk”**[[22]](#footnote-22)

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 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

In this Lease:

* 1. “notify”, “notifies” or “notifying” means notify, notifies or notifying in writing in accordance with clause **6.5**;
  2. where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
  3. all headings are for ease of reference only and will not affect the construction or interpretation of this Lease;
  4. obligations owed by or to more than one person are owed by or to them jointly and severally;
  5. an obligation to do something includes an obligation not to waive any obligation of another person to do it;
  6. an obligation not to do something includes an obligation not to permit or allow another person to do it;
  7. 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; or
     2. any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
  8. reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion;
  9. where either the Landlord or the Tenant has the right to impose regulations or to approve, decide, designate, nominate, request, require, specify or stipulate any matter or thing under this Lease, that right will be subject to a condition that it will act reasonably and properly when exercising that right except where this Lease specifies that it has absolute discretion;[[23]](#footnote-23)
  10. references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to 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;[[24]](#footnote-24)
  11. references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them;
  12. apart from in clause **4.5.1**, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
  13. references to any sums being payable on demand or when demanded mean being payable when demanded in writing;[[25]](#footnote-25)
  14. 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];[[26]](#footnote-26)
  15. reference to “the Premises” means the whole or an individual part or parts unless inappropriate in the context used;
  16. reference to “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);
  17. references to 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;
  18. “includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision;
  19. if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected; and
  20. if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person’s absolute discretion.

1. 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**)]:[[27]](#footnote-27)
      1. for a term starting on the Term Start Date and ending on the Term End Date;
      2. together with the rights listed in Part 1 of Schedule **1**;[[28]](#footnote-28)
      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. The Tenant must pay as rent:[[29]](#footnote-29)
      1. for the period starting on the Rent Commencement Date [and ending on the day before the first Rent Review Date] [AMOUNT IN WORDS] pounds (£[AMOUNT IN FIGURES]) yearly[; and]
      2. [during the remainder of the Term, the rent set out in **clause 3.2.1** as increased (if at all) under Schedule **2**.]
   3. Main Rent is not payable for any period before the Rent Commencement Date.
   4. Starting on the Ancillary Rent Commencement Date the Tenant must pay the Insurance Rent as rent.
   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.
   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.
2. TENANT'S OBLIGATIONS
   1. Main Rent

The Tenant must pay the Main Rent when due.

* 1. 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.][[30]](#footnote-30)
  2. 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 the Premises 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.
  3. 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.

* 1. Reimburse fees 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;
    3. the preparation and service of any notice by the Landlord under clause **4.12.3**; and
    4. the preparation and service of a schedule of dilapidations served no later than six months after the End Date.
  1. Third party indemnity[[31]](#footnote-31)
     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 in respect of any personal injury or death, damage to any property and any infringement of any right 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 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, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
        3. mitigate its loss (at the Tenant’s cost) where it is reasonable for the Landlord to do so.
  2. Insurance

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

* 1. Repair and decoration
     1. The Tenant must:
        1. [keep the Premises and all Tenant’s Business Alterations in good and substantial repair and condition and clean and tidy;] **OR** [keep the Premises in no worse state of repair and condition than they were in at the date of the Schedule of Condition that is attached for evidential purposes;]
        2. keep all Conducting Media, plant, equipment or fixtures forming part of the Premises [(or that exclusively serve them)[[32]](#footnote-32)] 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)[[33]](#footnote-33)] with items of equivalent or better quality.
     2. [The Tenant must promptly replace any damaged glass forming part of the Premises with glass of equivalent appearance and of the same or better quality.]
     3. [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.]
     4. [The Tenant must clean and repair all floor coverings in the Premises as often as reasonably necessary and, in the final three months of the Term, renew and replace them with floor coverings of a colour and quality first approved by the Landlord.]
     5. As and when necessary and in the final six months of the Term the Tenant must decorate the interior [and exterior] of the Premises. [The Tenant must redecorate the exterior 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.
     6. The obligations under this clause 4.8 [apart from **clause 4.8.2** ]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.
  2. 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.
  3. Alterations
     1. The Tenant must not:
        1. build any new structure on, or alter the external appearance of, the Premises or cut into any structural part of the Premises, except for Tenant’s Business Alterations; or
        2. install Electronic Communications Apparatus or apparatus relating to Wireless Data Services, except where intended only to serve the lawful occupier’s business at the Premises.
     2. Landlord’s consent is not required for the installation or removal of tenant’s fixtures[[34]](#footnote-34) or for [internal non-structural works to the Premises][the installation and removal of, or alterations to internal demountable partitioning] that will not have an adverse impact on the Environmental Performance of the Premises, but the Tenant must notify the Landlord promptly after completing those works.
     3. The Tenant must not, without the Landlord’s consent:
        1. do any other works to the Premises;
        2. make any Tenant’s Business Alterations; or
        3. install any apparatus permitted under the exception to clause 4.10.1(b).
     4. The Tenant must comply with its obligations in Part 1 of Schedule **5** when carrying out or installing any Permitted Works, whether or not the Landlord’s consent is required for them.[[35]](#footnote-35)
     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.
  4. Signs and advertisements

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.

* 1. 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 signage installed by the Tenant or any undertenant at the Premises;
        3. subject to clause **4.12.3**, all Permitted Works; and
        4. without affecting any other Landlord’s rights, any works that have been carried out by the Tenant 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 state and condition as they were in before the items removed were originally installed.
     3. If, no more than [nine] months and no less than [two] months before the End Date, the Tenant serves on the Landlord a request in the form set out in Part 2 of Schedule **5**, the only Permitted Works that the Tenant must remove under clause 4.12.1(c) will be:
        1. those carried out before the date of the Tenant’s request that the Landlord requires to be removed by notice to the Tenant within [six] weeks of the Landlord receiving the Tenant’s request; and
        2. those carried out after service of the Tenant’s request;

and any other Permitted Works need not be removed.[[36]](#footnote-36)

* + 1. [**Clause 4.12.3** will apply to the Tenant’s obligation to renew and replace floor coverings at the End Date under **clause 4.8.4** as if that obligation were an obligation to remove Permitted Works.][[37]](#footnote-37)
    2. 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;[[38]](#footnote-38)
       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[[39]](#footnote-39)]; 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 survey.
    3. If the Tenant has not removed all of its property from the Premises by the End Date and the Landlord gives the Tenant not less than five Business Days’ notice of its intention to do so:
       1. the Landlord may sell that property as the agent of the Tenant;
       2. the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been sold in the genuine but mistaken belief that it belonged to the Tenant; and
       3. the Landlord must pay to the Tenant the sale proceeds after deducting the costs of transportation, storage and sale incurred by the Landlord.
  1. User
     1. The Tenant must not use the Premises other than for the Permitted Use.
     2. The Tenant must not use the Premises as a betting office, an amusement arcade or in connection with gaming[, as offices to which members of the public are admitted][, for any political or campaigning purposes] or for any sale by auction.[[40]](#footnote-40)
     3. The Tenant must not use the Premises 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 and client catering facilities ancillary to the Permitted Use.
     4. 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. 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; or
        6. 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.
     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.]
  2. Dealings with the Premises[[41]](#footnote-41)
     1. The Tenant must not assign, underlet, charge, hold on trust, 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:[[42]](#footnote-42)
        1. the Tenant may not assign to a Current Guarantor;
        2. if required[[43]](#footnote-43) 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 guarantor of the assigning tenant 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 covenants 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. 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;
      2. the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so; and
      3. 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:
       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.
  1. 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.[[44]](#footnote-44)

* 1. 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).
  2. 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.[[45]](#footnote-45)

* 1. Comply with Acts
     1. The Tenant must do everything required under 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 not do or fail to do anything in respect of the Premises the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act.
     3. 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.
  2. 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.
  3. 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.
  1. 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.[[46]](#footnote-46)

* 1. Registration at the Land Registry
     1. If compulsorily registrable, the Tenant must:[[47]](#footnote-47)
        1. within six weeks of the date of this Lease, apply to register and then take all 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.[[48]](#footnote-48)
     2. The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take all 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.
  2. 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
   1. 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.

* 1. Insurance

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

* 1. 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.[[49]](#footnote-49)
  2. 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.
  1. Scaffolding[[50]](#footnote-50)
     1. The Landlord must ensure that in relation to any scaffolding erected outside the Premises in exercise of the Landlord’s rights under this Lease:
        1. it is removed as soon as reasonably practicable, with any damage caused to the exterior of the Premises made good;
        2. it causes as little obstruction as is reasonably practicable to the entrance to the Premises; and
        3. it 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.
  2. [Head Lease

The Landlord must pay the rent reserved by the Head Lease and comply with those tenant’s obligations in the Head Lease that are not the responsibility of the Tenant under this Lease.[[51]](#footnote-51)]

1. AGREEMENTS
   1. 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;[[52]](#footnote-52)
         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 [NUMBER] 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. a moratorium in respect of the Tenant comes into force under section 1(A) of and schedule A1 to the 1986 Act;
            5. an administrator is appointed to the Tenant; or
            6. 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 clause 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 becomes bankrupt or the Tenant is the subject of a bankruptcy petition that is not dismissed or withdrawn within [NUMBER] days of being presented; or
            4. an interim order is made against the Tenant under Part VIII of the 1986 Act;
         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(g)** occurs in any jurisdiction (whether it be England and Wales, or elsewhere).
      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.
   2. 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 permit the exercise of these reserved rights without interference or objection.
      4. The Tenant has no rights to enforce, or to prevent the release or modification of, the benefit of any covenants, rights or conditions to which any adjoining premises are subject.
   3. Works to adjoining premises

If the Landlord carries out works of construction, demolition, alteration or redevelopment on any adjoining 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.
  1. Party Walls

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

* 1. Service of Notices
     1. Any 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’ notice under this clause **6.5**.
     2. A 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:[[53]](#footnote-53)]
           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. Any 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 Notice is delivered to or left at the recipient’s address if delivered to or left at that address.
     4. If a 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 immediately following Business Day.
     5. Service of a Notice by fax or e-mail is not a valid form of service under this Lease.
  2. 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.

* 1. [Contracting-out[[54]](#footnote-54)
     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 Schedule 1 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 paragraph 8 of Schedule 2 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.]]
  2. [Sustainability

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

* 1. [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.[[55]](#footnote-55)]

1. [GUARANTOR'S OBLIGATIONS[[56]](#footnote-56)
   1. The Guarantor, as primary obligor, guarantees to the Landlord that:
      1. the Tenant will comply with all the Tenant’s obligations in this Lease. If the 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; and
      2. it will indemnify the Landlord against all losses, costs, damages and expenses caused to the Landlord by the 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 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 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 (unless there is a rent review due or one becomes due before completion of the new lease, in which case the rent will be that which would have been agreed or decided under this Lease) and other sums payable;
         4. containing rent review dates on each unimplemented Rent Review Date under this Lease that falls after the term commencement date of the new lease; and
         5. 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 be payable for the period of 6 months following the disclaimer, forfeiture or striking-off.[[57]](#footnote-57)
   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 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 Tenant or the Guarantor may have;
      4. any death, incapacity, disability or change in the constitution or status of the 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 Tenant and must not take any security, indemnity or guarantee from the Tenant in respect of the 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 not less than [LENGTH] months’ notice [specifying the Break Date][[58]](#footnote-58) following which the Term will end on that Break Date[.][ if:[[59]](#footnote-59)]
      1. [on the Break Date the Main Rent due up to and including that Break Date has been paid in full; [and]
      2. on the Break Date the whole of the Premises are given back to the Landlord free of the Tenant’s occupation and the occupation of any other lawful occupier and without any 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.
   3. [If the Tenant gives notice to the Landlord under clause **8.1**, the Tenant must on or before the Break Date make the payment to the Landlord as detailed in clause **8.1.3**.]
   4. [The break right in this clause **8** is personal to the Tenant named in Land Registry Prescribed Clause LR3 and will end on the date of the first deed of assignment or transfer of the Lease or on the date when that Tenant ceases to exist.]
   5. 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.[[60]](#footnote-60)
   6. 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 clause LR1.

1. SCHEDULE 1

Rights

1. Tenant’s Rights[[61]](#footnote-61)

The following rights are granted to the Tenant subject to the Landlord’s rights:[[62]](#footnote-62)

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[[63]](#footnote-63)
   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. To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonably 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.

1. SCHEDULE 2

Rent review[[64]](#footnote-64)

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;[[65]](#footnote-65)
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 or 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 receive the benefit of a rent free period, rent concession or any other inducement of a length or amount that might be negotiated in the open market for fitting-out purposes and that the Market Rent is the rent that would become payable after the end of that period or concession or payment of that inducement.[[66]](#footnote-66)

“**Disregards**”

Any or all of 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[[67]](#footnote-67)], 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 any 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.

“**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 immediately before the Rent Review Date;
   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;[[68]](#footnote-68) [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 (subject to **paragraph (e)** of the definition of “Assumptions”) to the willing tenant;
6. for a term of [LENGTH] years starting on the Rent Review Date; [and]
7. with rent review dates every [five] years[.][; and]
8. [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.][[69]](#footnote-69)

“**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.[[70]](#footnote-70)

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. Resolution of disputes
   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].[[71]](#footnote-71) 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 him 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 his 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 he 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 he will be unable to decide the Market Rent within a reasonable time, he 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] but not the legal and other professional costs of any party in relation to a dispute, 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 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.[[72]](#footnote-72)

1. SCHEDULE 3

Insurance and Damage Provisions

1. Tenant’s insurance obligations
   1. The Tenant must pay on demand:
      1. the whole of:
         1. the sums the Landlord pays[[73]](#footnote-73)to comply with **paragraph 2.1**;
         2. the cost of valuations of the Premises for insurance purposes made not more than once a year; and
         3. 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**;
      2. 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 act or failure to act; and
      3. 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 lawful occupier’s use of the Premises.
   2. The Tenant must comply with the requirements of the insurers and must not do anything that may invalidate any insurance.
   3. 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.
   4. 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.
   5. The Tenant must keep insured, in a sufficient sum and with a reputable insurance company, public liability risks relating to the Premises.
2. Landlord’s insurance obligations
   1. The Landlord must insure (with a reputable insurance company):
      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. 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:
     1. unless and until the Tenant has paid the amounts referred to in paragraph 1.1.1(c) and, where applicable, paragraph **1.1.2**; or
     2. if the Landlord notifies the Tenant under paragraph **4.1** that it ends the Lease.
  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][[74]](#footnote-74) 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 the 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 date that the Main Rent becomes payable will be postponed for the same number of days as the number of days between the date of damage or destruction and the date the rent suspension ends (or where only a proportion of the Main Rent is suspended, the postponement will be for an equivalent proportion of those days).
   4. If paragraph **3.2** applies:
      1. the Landlord must refund to the Tenant 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. If there is destruction or damage to the Premises that leaves the whole or substantially the whole of the Premises unfit for occupation and use:
      1. if the damage or destruction is caused by an Uninsured Risk and:
         1. the Landlord does not notify the Tenant 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 notifies the Tenant that the Landlord does not wish to reinstate, this Lease will end on the date of that notification by the Landlord;
      2. if, when the Risk Period ends, the Premises have not been reinstated sufficiently so that Premises are again fit for occupation and use, either the Landlord or the Tenant may end this Lease immediately by notifying 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**.
   2. For the purposes of paragraphs 3.2.2 and **4.1.2**, 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**.
   3. If this Lease ends under paragraph **4.1**:
      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.
3. SCHEDULE 4

Title Matters

1. [Variations to the title guarantee[[75]](#footnote-75)
   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.[[76]](#footnote-76)]
   5. [The covenants set out in section 4(1)(b) of the 1994 Act will not extend to any breach of the tenant’s covenants in the Head Lease relating to the physical state of the Premises.[[77]](#footnote-77)]]
2. Register entries

The matters contained or referred to in title number[S] [TITLE NUMBER(S)] as shown on the attached official copy entries[[78]](#footnote-78) other than [ENTRY NUMBERS].

1. Other deeds and documents

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

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

1. SCHEDULE 5

Works[[79]](#footnote-79)

1. Permitted Works
2. 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 under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises and as otherwise required from owners, tenants or occupiers of any adjoining premises.

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. diligently and without interruption, and in any event before the End Date;[[80]](#footnote-80)
      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. 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 and the relevant:
         1. electricity supply company;
         2. gas supply authority;
         3. water authority; and
         4. fire authority;
      5. with as little interference as reasonably practicable to the owners and occupiers of any adjoining premises; and
      6. in compliance, to the extent applicable, with the CDM Regulations.
   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 insurance company 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.[[81]](#footnote-81)
   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. obtain a new EPC and give the Landlord written details of the unique reference number for that EPC; or
      2. pay the Landlord’s costs of doing so.
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 or fabric of the Premises is able to accommodate any Permitted Works; or
      4. that any of the services supplying the Premises will either have sufficient capacity for or otherwise not be adversely affected by any Permitted Works.
3. Form of request to ascertain need to remove Permitted Works

**Note: In the actual Request submitted by the Tenant the italicised words are to be deleted and replaced by the information that they direct should be inserted**

To:

[*Insert name of current landlord and address for service*]

**IMPORTANT : THIS REQUEST NEEDS URGENT CONSIDERATION TO ENSURE THAT YOUR RIGHTS ARE PRESERVED**

Dear Sirs

[*Insert address of premises demised*]

This Request uses the following definitions:

**“Lease”**

[a lease] [an underlease] of the Premises dated [*insert date of lease*] and made between [*insert parties to lease*].

**“Permitted Works”**

“Permitted Works” as defined in the Lease.

**“Premises”**

the premises briefly described above, but more particularly defined in the Lease.

**“Us / We”**

the tenant under the Lease, making this Request.

**“You”**

the landlord under the Lease, the person to whom We make this Request.

**“Our Address for Service”**

[*insert address in the UK to which the Landlord is to respond*].

1. Please tell Us in writing by a notice sent or delivered to Our Address for Service which, if any, of the Permitted Works You require Us to remove under clause 4.12.1(c) of the Lease.
2. Your attention is drawn to clause 4.12.3 of the Lease that releases Us from any obligation to remove any Permitted Works which You have not, within [6] weeks of receiving this Request, notified us that You require to be removed in accordance with paragraph **1** above.

Yours faithfully

[duly authorised for and on behalf of]

[*Insert name of current tenant*]

1. SCHEDULE 6

Sustainability[[82]](#footnote-82)

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[[83]](#footnote-83)
   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 or 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 clause confidential. 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. Energy Performance Certificates
   1. The Tenant must give the Landlord written details on request of the unique reference number of any EPC the Tenant obtains or commissions in respect of the Premises.
   2. The Tenant must cooperate with the Landlord, so far as is reasonably necessary, to allow the Landlord to obtain 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 obtaining 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 Landlord must give the Tenant written details on request of the unique reference number of any EPC the Landlord obtains or commissions in respect of the Premises.
5. 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.
6. SCHEDULE 7

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. lawfully excluded from the security of tenure provisions of the 1954 Act [if it creates an underletting of a Permitted Part];
2. granted without any premium being received by the Tenant;
3. reserving a market rent, taking into account the terms of the underletting;
4. containing provisions for rent review at [five yearly] intervals and otherwise on the same terms as in Schedule **2**;[[84]](#footnote-84)
5. containing provisions for change of use and alterations corresponding to those in this Lease;
6. prohibiting the assignment of part only of the Underlet Premises;
7. allowing assignment of the whole of the Underlet Premises with the prior consent of the Landlord on terms corresponding to those in this Lease;
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[[85]](#footnote-85) 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];[[86]](#footnote-86)
9. [containing provisions requiring any Sub-Underlease to contain 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 further underleases on the same terms as paragraph (i) but with the additional provision that no further underleases of whole or part will be created out of those further underleases];]
10. [containing covenants 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;]
11. containing provisions 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;
12. in the case of an Underlease of a Permitted Part, a comprehensive service charge to cover the costs of repairing and maintaining the Premises and providing common services and amenities for the benefit of the tenants and occupiers of the Premises;
13. if the Underlease is excluded from the security of tenure provisions of the 1954 Act, containing any other provisions that are reasonable having regard to the terms of this Lease and the nature of the proposed Underlease; and
14. 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”**[[87]](#footnote-87)

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

1. comply with the terms of the Approved Underlease; and
2. 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;

[**“Permitted Part”**

any part of the Premises that the Landlord approves;

**OR**

any of the following:

1. a whole floor of the Premises; [or]
2. two or more adjoining whole floors of the Premises; [or]
3. [part of a floor of the Premises [if underlet with an adjoining whole floor]]

in each case 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;]

**“Sub-Underlease”**

any sub-underlease created out of an 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 2.2**, 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. [The Tenant must not allow more than [NUMBER] people (including the Tenant) to have a legal right to occupy the Premises. Any Group Company of the Tenant[ and any Service Provider providing services to the Tenant at the Premises][[88]](#footnote-88) will count as the Tenant for the purposes of this paragraph.]
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 of 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.

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. 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-1)
2. If the Tenant will have an option to renew the 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-2)
3. 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-3)
4. This definition is required only where the Landlord gives a title guarantee that includes the variations in **Schedule ‎5**. [↑](#footnote-ref-4)
5. This is the date from which the Tenant pays Insurance Rent. [↑](#footnote-ref-5)
6. 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-6)
7. Delete if the Lease will not include break rights. [↑](#footnote-ref-7)
8. Even though the 2010 Order has been replaced in most respects by the 2013 Order, it should be retained where the Landlord intends to recover payments due in relation to Phase 1 of the Carbon Reduction Scheme as these remain payable under the 2010 Order and are not recoverable under the 2013 Order. [↑](#footnote-ref-8)
9. 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-9)
10. B1(a) is general office use. If the use is for financial or professional services where those services are provided principally to visiting members of the public (such as a bank or insurance brokers) then A2 use is more appropriate. However, where an A2 use is required, consider whether it is appropriate to allow for use within B1(a) as well to preserve the right to future B1(a) use. [↑](#footnote-ref-10)
11. 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-11)
12. 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-12)
13. 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-13)
14. 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-14)
15. 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-15)
16. If rent is payable monthly, refer to the relevant payment date; for example, the first day of each month. [↑](#footnote-ref-16)
17. The Rent Review Date(s) should ideally correspond to one of the Rent Days. [↑](#footnote-ref-17)
18. The default position under **clause ‎2.8** is that the Landlord’s decision would have to be reasonable. [↑](#footnote-ref-18)
19. 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-19)
20. Include only where the Tenant’s repairing obligation will be limited to keeping the Premises in the state of repair current at the date the Lease is granted. [↑](#footnote-ref-20)
21. Delete the words in square brackets if the Lease is contracted out. [↑](#footnote-ref-21)
22. 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, the 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-22)
23. In practice, the only provisions in this Lease that allow the Tenant to impose requirements are in **clause 5.5**. [↑](#footnote-ref-23)
24. 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 **‎6**. [↑](#footnote-ref-24)
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 ‎4.5**. [↑](#footnote-ref-25)
26. Safeguards relating to the exercise of rights are contained in clause **‎5.5** and, in relation to scaffolding, in **clause ‎5.6**. [↑](#footnote-ref-26)
27. 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 ‎5**. [↑](#footnote-ref-27)
28. On a letting of whole, it may not be necessary to grant the Tenant specific rights for the benefit of the Premises. [↑](#footnote-ref-28)
29. For Turnover Rent provisions, refer to the Model Commercial Lease: Turnover Rent clause (MCL-LEASECLAUSE-01). [↑](#footnote-ref-29)
30. Consider whether this is appropriate in the context of the length of the Lease. [↑](#footnote-ref-30)
31. The indemnity relates to third party claims. For Tenant breaches the Landlord needs to rely on the normal rules for an award of damages. [↑](#footnote-ref-31)
32. 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-32)
33. 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-33)
34. 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 removed only with consent – for example industrial equipment. [↑](#footnote-ref-34)
35. **Schedule ‎6** 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 ‎6** does not contain all the obligations the Landlord requires because of the specific nature of the intended works, **clause ‎4.11.5** allows the Landlord to impose additional obligations. That may still be done by simple letter – see **paragraph ‎2.6 of ‎Part 1 of** **Schedule ‎6**. Where works are to be taken into account on rent review or must definitely be removed at the end of the lease, that should be documented separately at the time the Landlord gives consent. [↑](#footnote-ref-35)
36. The Code for Leasing Business Premises (2007) says that a landlord must act reasonably in requiring the removal of authorised works. The Tenant gains certainty by asking the Landlord exactly what must be removed. The request makes it clear that, if the Landlord fails to respond, the Tenant is not obliged to remove any authorised works. Landlords will need to adopt management systems that ensure that they respond appropriately to all relevant Tenant requests. This mechanism upholds the principles of the Code for Leasing Business Premises (2007) and gives the Tenant more certainty about those alterations and additions to the Premises that must be removed before the end of the Term. [↑](#footnote-ref-36)
37. Include this wording only where you have included the obligation to renew or replace fitted carpets at the end of the Term and the Landlord will allow the Tenant to serve notice requesting that those carpets not be renewed or replaced. [↑](#footnote-ref-37)
38. If the Landlord will want the Tenant 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 Landlord will not want the Premises stripped out back to shell and core at the end of the Term. [↑](#footnote-ref-38)
39. 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-39)
40. Consider whether any additional restrictions on use should be included in the Lease. [↑](#footnote-ref-40)
41. 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-41)
42. This Lease is deliberately light on circumstances/conditions for the purposes of the Landlord and Tenant Act 1927 and the 1995 Act. 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 Code for Leasing Business Premises (2007). [↑](#footnote-ref-42)
43. Clause ‎2.8 requires that the Landlord act reasonably when imposing requirements unless it is expressly stated that the Landlord has an absolute discretion. If you want an absolute obligation to give an AGA, you will need to amend this clause to say so. [↑](#footnote-ref-43)
44. The lack of a registration fee is deliberate. [↑](#footnote-ref-44)
45. 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-45)
46. 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-46)
47. 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-47)
48. 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-48)
49. 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-49)
50. 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-50)
51. Consider whether any specific obligations of the superior landlord should be enforced by the Landlord (eg insurance, services). [↑](#footnote-ref-51)
52. 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-52)
53. 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-53)
54. No 1954 Act exclusion wording is included for guarantors. [↑](#footnote-ref-54)
55. References to superior landlord’s consent should be included only if there is an existing superior lease. [↑](#footnote-ref-55)
56. There is no obligation on the Tenant to provide an alternative guarantor to replace a deceased or insolvent guarantor as it is unrealistic to expect this. [↑](#footnote-ref-56)
57. 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-57)
58. This wording is not required if the Tenant can end the lease only on a single specified date. [↑](#footnote-ref-58)
59. The conditions in this break clause are consistent with the Code for Leasing Business Premises (2007). [↑](#footnote-ref-59)
60. The obligation to repay any rent relating to the period after the Break Date is in **clause ‎5.4**. [↑](#footnote-ref-60)
61. Appropriate rights will be property-specific in each case. [↑](#footnote-ref-61)
62. 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-62)
63. The safeguards that tenants ordinarily look for where a landlord has a right of entry are contained in **clause ‎5.5** (Landlord’s obligations). There is no need to repeat them in this Schedule. [↑](#footnote-ref-63)
64. 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-64)
65. 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-65)
66. This assumption is considered to be neutral. There is no attempt to review to a headline rent. [↑](#footnote-ref-66)
67. 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-67)
68. All break clauses in this Lease are ignored. Any corresponding break clauses in the Hypothetical Lease should be included in sub-paragraph (h). 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-68)
69. Consider the treatment of break clauses in the Hypothetical Lease. [↑](#footnote-ref-69)
70. Current market practice is generally not to use the expression “best rent”. [↑](#footnote-ref-70)
71. Consider which option the client prefers for resolving rent review disputes. [↑](#footnote-ref-71)
72. 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-72)
73. Note that **clause ‎2.11** already requires the amounts to be reasonable and proper. [↑](#footnote-ref-73)
74. Consider whether and from which date rent suspension should apply following uninsured damage. [↑](#footnote-ref-74)
75. Include this paragraph only where the Landlord leases the Premises with a full or limited title guarantee. [↑](#footnote-ref-75)
76. Include this paragraph only where the Landlord’s title to the Premises is not registered at HM Land Registry. [↑](#footnote-ref-76)
77. Include this paragraph only where the Landlord holds the Premises under the Head Lease. [↑](#footnote-ref-77)
78. Note that with computerised registers, the entry numbers may change if changes are made to the register. It is therefore helpful to attach the relevant official copies of the title to the Lease so that it is clear which entries are being referred to. [↑](#footnote-ref-78)
79. 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-79)
80. 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-80)
81. 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-81)
82. 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-82)
83. On a letting of whole consider whether there is any need for an environmental forum for the Premises. [↑](#footnote-ref-83)
84. 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-84)
85. 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 **paragraph ‎(j)** and in **paragraph ‎(l)** as the relevant interpretation clause may not be included in the underlease. [↑](#footnote-ref-85)
86. Take specific instruction on whether an undertenant should have the right to sub-underlet. Paragraphs (j) and (k) will not be required if sub-underletting is prohibited. [↑](#footnote-ref-86)
87. Consider whether the Landlord should have the right to receive a guarantee of the Approved Undertenant’s obligations. [↑](#footnote-ref-87)
88. Delete the words in square brackets if the “Service Provider” provisions have been deleted from **clause ‎4.17.8**. [↑](#footnote-ref-88)