Document title: Residential long lease of a whole house (tenant insures and reinstates).

**DATED**

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Lease

[between/among]

Party 1

and

Party 2

CONTENTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**LR1. Date of lease**

[DATE]

**LR2. Title number(s)**

**LR2.1 Landlord’s title number(s)**

[TITLE NUMBER(S)]

**LR2.2 Other title numbers**

[TITLE NUMBER(S)] **OR** [None]

**LR3. Parties to this lease**

**Landlord**

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER if Landlord is a company]

**Tenant**

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER if Tenant is a company]

**Other parties**

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER if appropriate]

**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.**

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

[The Property is let without the benefit of any existing easements or other rights which are appurtenant to [TITLE NUMBER].]

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

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

The term as specified in the definition of "Contractual Term" at clause 1.1 of this lease.

**LR7. Premium**

£[PREMIUM PAYABLE IN FIGURES] [(PREMIUM PAYABLE IN WORDS)].

**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.

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

None.

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

None.

**LR10. Restrictive covenants 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**

[None **OR** The easements granted in clause 3.1 of this lease].

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

[None **OR** The easements reserved in clause 4 of this lease.]

**LR12. Estate rentcharge burdening the Property**

[None.]

**LR13. Application for standard form of restriction**

[The parties to this lease apply to enter the following standard form of restriction [against the title of the Property **OR** against title number [TITLE NUMBER]]].

**OR**

[None.]

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

[DELETE ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

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

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY.]]

This lease is dated [DATE]

Parties

1. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (Landlord)
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (Tenant)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

* 1. Definitions:

1. Authorised Person: any:
   1. undertenant or person deriving title under the Tenant:
   2. workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
   3. person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or (b) of this definition.
2. Conditions for Entry: the following conditions, with which any person exercising a right of entry must comply:
   1. effecting entry at a reasonable time (or at any time in an emergency);
   2. giving reasonable notice to the person whose premises are being entered (except in the case of emergency when no notice is required);
   3. causing as little damage as possible to the premises being entered (including any fittings or chattels in those premises) and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
   4. complying with any reasonable requirements of the person whose premises are being entered (in relation to the exercise of the right of entry).
3. Contractual Term: a term of years from and including [DATE] to and including [DATE].
4. Default Interest Rate: [4]% per annum above the base rate from time to time of [NAME OF BANK] or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.
5. [Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.]
6. [EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).]
7. Insured Damage: damage or destruction caused by an Insured Risk against which the Tenant has insured or is obliged to insure under paragraph 2 of Schedule 2.
8. Insured Risks: fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, [terrorism,] malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, and any other risks which the Tenant [reasonably] decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.
9. IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.
10. [Landlord's Neighbouring Property: [the [freehold **OR** leasehold] property known as [DESCRIPTION OR ADDRESS OF THE LANDLORD'S NEIGHBOURING PROPERTY] [registered at HM Land Registry with title number[s] [INSERT TITLE NUMBER[S] IF REGISTERED]] [shown edged [green] on the Plan].]]
11. Permitted Use: as a single private dwelling.
12. [Plan: the plan attached to this lease.]
13. Premium: £[PREMIUM PAYABLE IN FIGURES] ([PREMIUM PAYABLE IN WORDS] pounds).
14. Property: the land and building[s] described in Schedule 1.
15. Reinstatement [Cost OR Value]: the full [cost of reinstatement **OR** reinstatement value] of the Property as reasonably determined by the Tenant from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees, statutory fees and incidental expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.
16. Rent: a peppercorn per annum, if demanded.
17. Rents: the rents set out in clause 2.2.
18. Reservations: the rights excepted and reserved to the Landlord in clause 4.
19. [Rights: the rights granted by the Landlord to the Tenant in clause 3.]
20. Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
21. Term: the Contractual Term and any period of holding over, extension or continuation (by statute or common law).
22. Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in [the property register [and [entry][entries] [ENTRY NUMBER(S)] of the charges register] of title number [LANDLORD'S REGISTERED TITLE NUMBER].
23. Utilities: electricity, gas, water, sewage, telecommunications, data and all other services and utilities.
24. VAT: value added tax [or any equivalent tax] chargeable in the UK.
25. [Written Replies: [subject to clause 1.21, ]are any:
    1. written replies that [DETAILS OF ORIGINAL LANDLORD'S LEGAL ADVISERS] has given before the date of [this lease **OR** [DETAILS OF AGREEMENT FOR LEASE]] to any written enquiries raised by [DETAILS OF ORIGINAL TENANT'S LEGAL ADVISERS]; or
    2. written replies to written enquiries given before the date of [this lease **OR** [DETAILS OF AGREEMENT FOR LEASE]] by [DETAILS OF ORIGINAL LANDLORD'S LEGAL ADVISERS] to [DETAILS OF ORIGINAL TENANT'S LEGAL ADVISERS].]]
    3. A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.
    4. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to the Tenant's personal representatives, successors in title and assigns.
    5. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England **OR** Wales].
    6. Any obligation on the Tenant not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
    7. References to:
       1. the consent of the Landlord are to the consent of the Landlord given in accordance with clause 11.1;
       2. any consent required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgage of the Landlord, where such consent or approval is required under the terms of the mortgage. Except that nothing in the lease shall be construed as imposing on any mortgage any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
    8. The expression landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
    9. Unless the context otherwise requires, references to the Property [or the **Landlord's Neighbouring Property**, ]are to the whole and any part of it.
    10. Unless the context otherwise requires, any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
    11. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    12. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
    13. [Except in relation to clause 1.21, a reference **OR** A reference] to writing or written excludes fax and email.
    14. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
    15. Unless expressly provided otherwise in this lease, a reference to legislation or to a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
    16. Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
    17. A reference to the **end of the Term** is to the end of the Term however it ends.
    18. The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
    19. Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
    20. Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
    21. If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.
    22. [For the purposes of the definition of Written Replies, written replies and written enquiries include:
        1. any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the [STANDARD FORM OF ENQUIRIES USED, INCLUDING EDITION] [and include enquiries or replies so requested or given by email]; and
        2. the following pre-contract enquiries and replies that were sent or received by email: [EMAILS].]
26. Grant
    1. The Landlord lets the Property to the Tenant:
       1. for the Contractual Term;
       2. with [full **OR** limited] title guarantee;
       3. [together with the Rights;]
       4. excepting and reserving the Reservations; and
       5. subject to the Third Party Rights.
    2. The grant in clause 2.1 is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:
       1. the Rent;
       2. all interest payable under this lease;
       3. all other sums due under this lease; and
       4. any VAT chargeable on any of the rents set out in this clause 2.2.
27. [The Rights
    1. The Landlord grants the Tenant the following right[s] for the benefit of the Property (on the terms set out in this clause 3):
       1. [SET OUT ANY SPECIFIC RIGHT[S] NEEDED.]
    2. The Rights are granted subject to the Third Party Rights.
    3. The Rights are granted in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.
    4. The Tenant must exercise the Rights only in connection with the Permitted Use of the Property and in compliance with the tenant covenants of this lease and all relevant laws.]
28. The Reservations
    1. [(Subject to the remainder of this clause 4), the following rights are excepted and reserved from this lease for the benefit of the Landlord's Neighbouring Property [and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term]:
       1. All rights of support and protection from the Property to the extent that those rights are capable of being enjoyed at any time during the Term;
       2. All rights of light and air to the extent that those rights are capable of being enjoyed at any time during the Term;
       3. The right to use and to connect into Service Media at the Property which serve the Landlord's Neighbouring Property and which are in existence at the date of this lease or which are installed or constructed during the Term;
       4. The full and free right at any time during the Term to repair, maintain, decorate, build, rebuild, alter or develop the Landlord's Neighbouring Property [and any neighbouring or adjoining property in which the Landlord acquires an interest during the Term] as the Landlord may think fit [provided that any such works, alterations or development to any part of the Landlord's Neighbouring Property (including any change of use) do not lead to the material diminution in value of the Property];
       5. The right to erect scaffolding at the Property and to attach any such scaffolding or any scaffolding erected on the Landlord's Neighbouring Property to the outside of any building or structure on the Property so far as is reasonably necessary in connection with any of the Reservations provided that the scaffolding does not materially obstruct the access to the Property and is removed as soon as reasonably practicable;
       6. The right to build on or into any boundary wall of the Property in connection with any of the Reservations;
       7. The right to re-route and replace any Service Media on the Landlord's Neighbouring Property that serve the Property provided that
          1. any such re-routed or replaced Service Media are not materially less convenient for the Tenant; and
          2. the Landlord gives the Tenant reasonable written notice before exercising this right (except in case of emergency); [and]
       8. The right to re-route any means of access to or egress from the Property across the Landlord's Neighbouring Property; [and]
       9. [[ANY OTHER SPECIFIC RIGHTS THAT NEED TO BE RESERVED].]]
    2. Subject to compliance with the Conditions of Entry, the Landlord reserves the right to enter the Property, with its workers, contractors, agents or professional advisers:
       1. To:
          1. inspect the state of repair and condition of the Property (following which the Landlord may give the Tenant notice of any breach of the Tenant covenants relating to the repair and condition of the Property); and
          2. if the Tenant fails to comply with its obligations in paragraph 21 of Schedule 2, carry out any works needed to remedy the breach; or
       2. for any other purpose mentioned in or connected with this lease, the Reservations or the Landlord's interest in the Property.
    3. The Reservations are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
    4. The Reservations may be exercised by the Landlord, anyone authorised by the Landlord and anyone else who is or becomes entitled to exercise them.
29. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 to this lease.

1. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 to this lease.

1. Re-entry and forfeiture
   1. The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
      1. any of the Rents due under this lease is wholly or partly unpaid 21 days after becoming payable;
      2. any breach of any of the Tenant covenants of this lease.
   2. If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.
2. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights
   1. The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.
   2. [The Property is let without the benefit of any existing easements or other rights which are appurtenant to [TITLE NUMBER].]
3. Damage to or destruction of Property
   1. If, following Insured Damage, repair, rebuilding or reinstatement of the Property is impossible (for any reason):
      1. the Tenant's obligation to reinstate the Property contained in paragraph 3 of Schedule 2 shall be deemed to have been discharged;
      2. the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property and the extent to which those interests are affected by the Insured Damage, such proportions to be agreed in writing between the Landlord and the Tenant or, failing agreement, as determined pursuant to clause 9.3; and
      3. the Tenant shall pay the sums due to the Landlord within [three] months of agreement or on determination pursuant to clause 9.3.
   2. If, following damage or destruction caused by an Insured Risk that is not Insured Damage, repair, rebuilding or reinstatement of the Property is impossible (for any reason), any obligation on the Tenant to repair, rebuild or reinstate that damage under paragraph 12 of Schedule 2 shall be deemed to have been discharged.
   3. Any dispute arising regarding this clause 9 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.
4. Set-off

The Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

1. Landlord's consent
   1. Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
      1. it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
      2. it expressly states that the Landlord waives the requirement for a deed in that particular case.
   2. If a waiver is given pursuant to clause 11.1, it shall not affect the requirement for a deed for any other consent.
   3. If the Landlord gives a consent under this lease, the giving of that consent shall not:
      1. imply that any consent or approval required from a third party has been obtained; or
      2. obviate the need to obtain any consent or approval from a third party.
   4. Where the Tenant requires the consent or approval of the Landlord's mortgagee to any act or omission under this lease, then (subject to clause 1.6), at the cost of the Tenant the Landlord must use [all] reasonable endeavours to obtain that consent or approval.
   5. Where:
      1. the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
      2. the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.
2. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of those persons, without affecting the liability of any other of them.

1. Entire agreement
   1. This lease [and the documents annexed to it] constitute[s] the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to [its **OR** their] subject matter.
   2. Each party acknowledges that in entering into this lease [and any documents annexed to it] it does not rely on[, and shall have no remedies in respect of,] any representation or warranty (whether made innocently or negligently) [other than those contained in any Written Replies].
   3. [Nothing in this clause shall limit or exclude any liability for fraud.]
2. Notices
   1. Except where this lease specifically states that a notice need not be in writing, a notice given under or in connection with this lease shall be in writing and given:
      1. to the Landlord by:
         1. leaving it at the Landlord's address for service given in or under clause 14.4; or
         2. sending it by pre-paid first-class post or other next working day delivery service to the Landlord's address for service given in or under clause 14.4.
      2. to the Tenant by:
         1. leaving it at the Property; or
         2. sending it by pre-paid first-class post or other next working day delivery service to the Property.
   2. If a notice is given in accordance with clause 14.1, it shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the proper address; or
      2. if sent by pre-paid first-class post or other next working day delivery service, on the [second] working day after posting.
   3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
   4. The Landlord's address for service is [LANDLORD'S ADDRESS FOR SERVICE] or such other address in England or Wales as the Landlord may notify to the Tenant in writing from time to time.
3. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease

1. VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant to the Landlord.

1. Governing law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Save for any dispute arising under clause 9, each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

1. The Property
2. The land and building[s] known as [ADDRESS OF PROPERTY] and registered under [TITLE NUMBER] [as shown edged red on the Plan] including:
   1. [the inner half (severed vertically) of any party [fence] walls dividing the Property from any other property;]
   2. all Service Media and any other plant, machinery and equipment within and exclusively serving those premises;
   3. all Landlord's fixtures and fittings within those premises (if any); [and]
   4. all additions and improvements made to those premises during the Term[.][;and]
   5. [[ANYTHING ELSE.]]
3. Tenant Covenants
4. Rent
   1. To pay the Rent (if demanded) to the Landlord on or before [25 March] in each year of the Term.
5. Insurance
   1. To keep the Property insured with reputable insurers against loss or damage caused by any of the Insured Risks, on fair and reasonable terms and for an amount not less than the Reinstatement [Cost **OR** Value], in the joint names of the Tenant and the Landlord, subject to:
      1. any [reasonable] exclusions, limitations, conditions or excesses that may be imposed by the Tenant's insurer; and
      2. insurance being available on reasonable terms in the London insurance market at the time the insurance policy was entered into.
   2. In relation to any insurance effected by the Tenant under this paragraph:
      1. at the request of the Landlord, to supply the Landlord with:
         1. a copy of the current insurance policy and schedule;
         2. a copy of the application form for the policy; and
         3. a copy of the receipt for the current year's premium.
      2. to notify the Landlord of any change in the scope, level or terms of cover [as soon as reasonably practicable **OR** within five working days] after the Tenant has become aware of the change; and
      3. if requested by the Landlord in writing, to [use reasonable endeavours to ]procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or (if the Landlord has provided the Tenant with written details of its mortgagee) specifically.
   3. To inform both the Landlord and the insurer of the Property immediately that:
      1. any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;
      2. any damage or loss occurs that relates to the Property and arises from an Insured Risk; or
      3. any other event occurs which might affect any insurance policy relating to the Property

and to immediately inform the insurer of any matter of which the Landlord informs the Tenant under paragraph 2.2 of Schedule 3.

1. Rebuild following damage or destruction
   1. If the Property (or any part of it) suffers Insured Damage, the Tenant must:
      1. promptly notify the Landlord and make a claim under the insurance policy for the Property;
      2. notify the Landlord immediately if the insurer indicates that the Reinstatement [Cost **OR** Value] will not be recoverable in full under the insurance policy;
      3. promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property.
      4. subject to obtaining such consents (and to clause 9.1), use any insurance money received (and any money received from the Landlord under paragraph 2.1 of Schedule 3) promptly to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property;
      5. make good any shortfall in the insurance money out of the Tenant's own monies (except to the extent of any amount that the Landlord is to pay the Tenant pursuant to paragraph 2.1 of Schedule 3); and
      6. when complying with paragraph 3.1(d), provide premises or facilities in a equivalent in size, quality and layout to those previously at the Property but if the relevant consents cannot be obtained for premises or facilities equivalent in size, quality and layout to those previously at the Property to provide premises and facilities that are reasonably equivalent to those previously at the Property [provided always that:
         1. [if the Tenant intends to provide premises and facilities that are reasonably equivalent to those previously at the Property, it must obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.]
         2. [the Property shall be rebuilt or reinstated to the [reasonable] satisfaction of the Landlord.]]
2. Interest on late payment
   1. To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any payment due under this lease and not paid within [NUMBER] days of its due date. Such interest shall accrue on a daily basis for the period beginning on and including the due date for the relevant sum to and including the date of payment.
3. Rates and taxes
   1. Subject to paragraph 5.2, to pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, excluding:
      1. any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and
      2. any taxes, except VAT, payable by the Landlord by reason of the receipt of any of the Rents due under this lease.
   2. To pay a fair proportion determined by the Landlord (acting reasonably) of any present or future rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land or premises.
4. Utilities
   1. To pay all costs in connection with the supply and removal of Utilities to and from the Property (or a fair proportion of any such costs are payable in respect of the Property together with any other property).
   2. To comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to and from the Property and the use of the Service Media at or serving the Property.
5. Common items
   1. To pay to the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items that are not on or in the Property but are used or capable of being used by the Property in common with other land or premises.
6. Costs
   1. To pay to the Landlord on demand the reasonable costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of any of the following:
      1. the enforcement of any of the Tenant covenants of this lease;
      2. preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections in respect of this lease, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
      3. preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
      4. preparing and serving any notice under clause 4.2(a) of this lease; or
      5. any consent applied for under this lease, whether or not it is granted [(unless that consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent)].
7. Alterations
   1. Except as provided in paragraph 3 of Schedule 2, not [without the consent of the Landlord, such consent not to be unreasonably withheld or delayed] to:
      1. make any external or structural alteration or addition to the Property;
      2. alter the height or elevation of the Property;
      3. make any opening in any boundary structure of the Property; or
      4. cut or maim any structural parts of the Property.
   2. [Not to make any [internal, non-structural alteration or addition to the Property] [or] [alteration to the layout or design of the Property], without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.]
   3. [Not to install, alter the route of, damage or remove any Service Media at the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.]
   4. [Not to carry out any alteration to the Property which would [, or may reasonably be expected to,] have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.]
8. [Signs and aerials
   1. [[Except for "For Sale" or "To Let" signs in an estate agent's standard form, not **OR** Not] to put any sign, flag, banner, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window of the Property so as to be seen from the outside [without the prior written consent of the Landlord[, such consent not to be unreasonably withheld or delayed].]
   2. [Not to fix any television or radio aerial, satellite dish or receiver, transmitter or any similar equipment on the exterior of the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.]]
9. Assignment and underletting
   1. Not to assign part of this lease or underlet, charge or part with possession of part only of the Property.
   2. [Not to assign the whole of this lease, or underlet or part with possession of the whole of the Property, during the last [seven] years of the Contractual Term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.]
   3. Not to assign the whole of this lease unless the Tenant has first:
      1. paid to the Landlord any sums payable under this lease which have fallen due before the date of assignment; and
      2. provided the Landlord with an address for service for the assignee in England or Wales.
   4. Not to underlet the whole of the Property unless the underlease:
      1. is [an assured shorthold tenancy agreement **OR** a standard occupation contract] or any other tenancy under which the tenant does not have security of tenure on expiry or earlier termination of the term;
      2. is granted for a fixed term not exceeding [five] years;
      3. contains a covenant by the undertenant not to assign, sublet, part with or share possession or occupation of the whole or any part of the Property [without the prior consent of the Tenant and the Landlord];
      4. provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of any of the Tenant covenants of this lease.
   5. Within one month of any charge of this lease or the Property or of any assignment, underletting [for more than one year], parting with possession of or any other devolution of title to this lease or the Property to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors giving details of the relevant dealing and to:
      1. provide a certified copy of any such charge, transfer, underlease or other instrument of devolution of title; and
      2. pay the Landlord's or the Landlord's solicitor's, reasonable registration fee which shall be no less than [fifty pounds (£50)] plus VAT in respect of each document so produced.
10. Repair and decoration
    1. (Subject always to paragraph 3.1 of Schedule 2 and clause 9), to keep the Property in good repair and condition throughout the Term and, when necessary, renew and rebuild the Property.
    2. To renew and replace from time to time all Landlord's fixtures and fittings at the Property that are missing or are not capable of economic repair at any time during the Term with items of similar quality and value.
    3. To decorate or treat as appropriate all parts of the inside of the Property that are usually decorated or treated:
       1. as often as is reasonably necessary and in the last year of the Term;
       2. in a good and proper manner, using good quality, suitable materials that are appropriate to the Property; and
       3. (in the last year of the Term) using materials, designs and colours approved by the Landlord, such approval not to be unreasonably withheld or delayed.
    4. To decorate or treat as appropriate all parts of the exterior of the Property that are usually decorated, cleaned, painted or treated:
       1. as often as is reasonably necessary [and at least every [seven] years] and in the last year of the Term (provided that the Tenant will not be required to comply with this obligation in consecutive years):
       2. in a good and proper manner, using good quality, suitable materials that are appropriate to the Property; and
       3. (on the last decoration during the Term) using materials, designs and colours approved by the Landlord [(such approval not to be unreasonably withheld or delayed)].
11. Roofs and gutters
    1. To keep the roofs, gutters and downpipes of the buildings on the Property free from leaves, plants and dirt.
12. Windows, [and] window boxes [and external areas]
    1. To clean the inside and outside of the windows of the Property [as often as is reasonably necessary **OR** at least once every [two] months].
    2. [To maintain:
       1. any external areas of the Property (including any garden) and keep them in a neat and tidy condition; and
       2. any trees on the Property in accordance with the principles of good arboriculture.]
    3. [To maintain properly all window boxes, tubs, troughs and other such items (if any) on the Property, including any plants in them.]
    4. To keep any other items or structures in the [garden] [and other] external areas at the Property properly maintained.
13. Refuse
    1. Not to keep or deposit any rubbish at the Property any longer than is reasonable and to dispose of any waste or rubbish, suitably wrapped and sealed (where appropriate or possible), by depositing it in an appropriate dustbin or other suitable receptable on the Property.
    2. To ensure that any rubbish, recycling or other waste is regularly collected from the Property by the local authority or any other waste collecting organisation.
14. Sewers and drains

Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

1. Compliance with laws and notices
   1. To comply with all laws relating to the Property, its occupation and use by the Tenant and any works carried out at it.
   2. To carry out all works that are required under any law to be carried out at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).
   3. Within one week after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) to:
      1. send a copy of the relevant document to the Landlord; and
      2. insofar as it relates to the Property take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.
   4. To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.
2. Encroachments, obstructions and acquisition of rights
   1. Not to grant any right or licence over the Property to a third party (otherwise than in connection with a permitted underletting).
   2. If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, to:
      1. immediately inform the Landlord and if the Landlord reasonably so requests, give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and
      2. do such acts and things as the Landlord reasonably requires to prevent or licence the continuation of that encroachment or action.
   3. Not to:
      1. stop up, darken or obstruct any windows at the Property or do anything else which may obstruct the flow of light or air to the Property; or
      2. obstruct any means of access to the Property.
   4. Not to make any acknowledgement to the effect that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
   5. If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or to obstruct any means of access to the Property, to:
      1. immediately inform the Landlord and if the Landlord reasonably so requests, to give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and
      2. do such acts and things as the Landlord reasonably requires to prevent or secure the removal of the obstruction.
3. Notify defects

To inform the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

1. Third Party Rights
   1. To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property [(and the exercise by the Tenant of the Rights)] and not to do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
   2. To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.
2. Remedy breaches
   1. If the Landlord has given the Tenant notice of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property under clause 4.2(a) (Repair Notice), to carry out all works needed to remedy that breach as quickly as possible, and in any event by the date specified in the Repair Notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.
   2. If, following service of a Repair Notice, the Tenant:
      1. has not begun any works required to remedy any breach by the date specified in the Repair Notice or, if works are required as a matter of emergency, immediately;
      2. is not carrying out any of those works with due speed; or
      3. has not completed any of those works to the reasonable satisfaction of the Landlord,

to permit the Landlord and all persons authorised by them to enter the Property and carry out the required works (without prejudice to the Landlord's other rights in this lease).

* 1. To pay to the Landlord on demand the costs [properly] incurred by the Landlord in carrying out any works pursuant to this paragraph 21 (including any professionals' fees and expenses, and any VAT on them, assessed on a full indemnity basis) (and such costs shall be a debt due from the Tenant to the Landlord).

1. Permit entry
   1. To permit all those entitled to exercise any right to enter the Property to do so, subject to their compliance with the Conditions for Entry.
2. Indemnity
   1. To indemnify the Landlord against all liabilities, expenses, costs (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:
      1. any breach of any of the Tenant covenants of this lease; or
      2. any act or omission of the Tenant or any Authorised Person.
3. Returning the Property to the Landlord
   1. At the end of the Term to return the Property to the Landlord with vacant possession, in good and substantial repair, condition and decoration and otherwise in accordance with the Tenant covenants of this lease.
4. Use
   1. Not to use the Property for any purpose other than for the Permitted Use.
   2. Not to carry on any trade or business at the Property.
   3. Not to hold any political meeting or sale by auction at the Property.
   4. Not to use the Property for any noisy, offensive, illegal or immoral purpose.
   5. Not to apply for any planning permission relating to the Property, its use or any proposed alterations or additions to it, without the Landlord's consent[, such consent not to be unreasonably withheld or delayed].
   6. Not to do anything at the Property which may be or become a nuisance [or annoyance], or cause loss, damage or injury, to the Landlord [or the occupiers of any neighbouring property].
   7. [Not to keep any animal or bird on the Property without the prior written consent of the Landlord[, which consent may be revoked at any time].]
   8. Not to bring or keep any inflammable, explosive or dangerous substances or goods onto the Property, except that the Tenant may keep:
      1. usual cleaning products at the Property for ordinary domestic use (provided that they are safely stored); and
      2. fuel in the fuel tank of any motor vehicle parked at the Property.
   9. Not to overload any structural part of the Property or any Service Media at or serving the Property.
   10. [Not to park any vehicle on the external areas of the Property, except for [one] private motor car or private motorcycle belonging to the Tenant or an Authorised Person.]
5. Landlord Covenants
6. Quiet enjoyment
   1. The Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
7. Insurance
   1. In respect of the insurance effected by the Tenant under paragraph 2.1 of Schedule 2, to pay to the Tenant [within [14] days **OR** on] demand:
      1. an amount equal to any insurance money that the insurers refuse to pay by reason of any act or omission of the Landlord or its workers, contractors or agents or any person at the Property with the express or implied authority of any of them; and
      2. any insurance monies received by the Landlord from the insurers to enable the Tenant to comply with its reinstatement obligations under this lease.
   2. To inform the Tenant immediately it becomes aware of:
      1. any matter that occurs in relation to the Landlord, the Property[, or the Landlord's Neighbouring Property] that any insurer or underwriter may treat as material in deciding whether, or on what terms, to insure or continue insuring the Property;
      2. any other event that occurs which might affect any insurance policy relating to the Property,

and if the Tenant reasonably so requests, to give the Tenant notice of that matter or such other confirmation as the Tenant reasonably requires.

* 1. Not to insure the Property against any of the Insured Risks in such a manner as would permit the Tenant's insurer to cancel the Tenant's insurance of the Property or to reduce the amount of any money payable to the Tenant in respect of any insurance claim.
  2. Not to do or omit to do anything as a result of which:
     1. any insurance policy for the Property may become void or voidable or otherwise prejudiced;
     2. the payment of any policy money may be withheld; or
     3. any increased or additional insurance premium may become payable in respect of it (unless the Landlord has previously notified the Tenant and has paid any increased or additional premium (including any IPT due on that amount).
  3. To comply with the requirements and recommendations of the insurers relating to the Property of which the Landlord has received details in writing.

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| --- | --- | --- |
| Signed as a deed by [NAME OF **Landlord**] in the presence of:  …………………….  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF **Landlord**] |
| OR | | |
| Executed as deed by [NAME OF **Landlord**] acting by [NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary] |  | ………………  [SIGNATURE OF FIRST DIRECTOR]  Director  ………………  [SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  Director OR Secretary |
| OR | | |
| Executed as deed by [NAME OF **Landlord**] acting by [NAME OF DIRECTOR] a director, in the presence of:  ……………………  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF DIRECTOR]  Director |
| Signed as a deed by [NAME OF **Tenant**] in the presence of:  …………………….  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF **Tenant**] |
| OR | | |
| Executed as a deed by [NAME OF **Tenant**] acting by [NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary] |  | ………………  [SIGNATURE OF FIRST DIRECTOR]  Director  ………………  [SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  Director OR Secretary |
| OR | | |
| Executed as a deed by [NAME OF **Tenant**] acting by [NAME OF DIRECTOR] a director, in the presence of:  ……………………  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF DIRECTOR]  Director |