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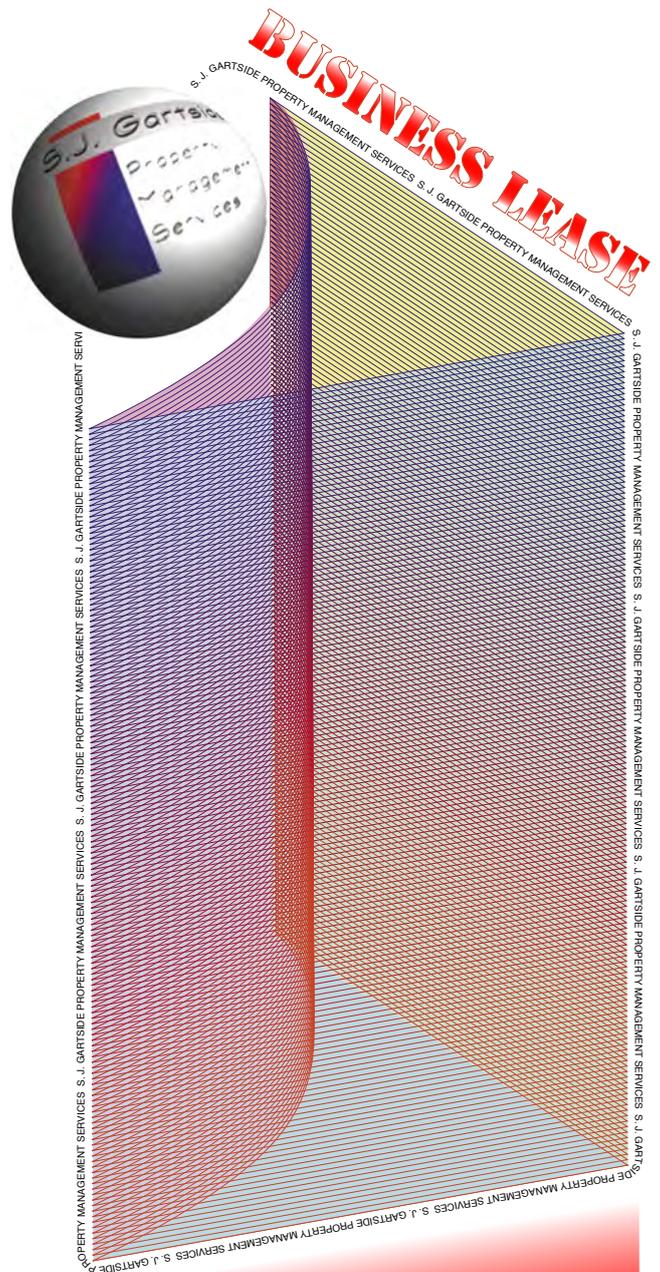
PLEASE READ THE CONTENTS OF THIS BOX BEFORE PROCEEDING TO READ THE REST OF THIS DOCUMENT

Please use the bookmarks (or links from the 'Contents' page) provided to navigate to the different "Sections" of the lease document.

This is a "Sample Lease" document and should not be used. It should be replaced with a document which includes the details which are currently denoted by **RED** text. Some of these details will need to be provided by the landlord or tenant, others will need to be agreed between them.

These "Details" are discussed at the end of the document and can be navigated using the bookmarks provided or the links in the pages discussing them at the end of the lease documents.

We can make some modifications to this document, but we are not solicitors. If you have significant disagreements with this lease, both parties should appoint their own solicitors to negotiate a lease.



THIS LEASE CREATES LEGAL OBLIGATIONS DO NOT SIGN IT WITHOUT FIRST CONSULTING A SOLICITOR

Contents

1. Parties Properties & Term

2. Payments

3. Rent & Reviews

4. Tenants Covenants

5. Landlords Covenants

6. Forfeiture

7. Suspension Of Rent

8-12. General

Schedules

Plan

Witness

THIS LEASE is made on the **DATE OF COMPLETION**

BETWEEN

LANDLORD'S NAME (Registered in England & Wales # 90536282)
who's registered address is at
LANDLORD'S ADDRESS
(the **Landlord**) on the first part

AND

TENANT'S NAME (NI # XX 00 00 00 A)
who resides at
TENANT'S ADDRESS
(the **Tenant**) of the second part

AND

GUARANTOR'S NAME (NI # XX 00 00 00 A)
who resides at
GUARANTOR'S ADDRESS
(the **Guarantor**) of the third part

WITNESSETH

1. IN CONSIDERATION of the rent and the Tenants covenants contained within, the Landlord lets to the Tenant ALL THAT Workshop and Yard situate at and known as **PROPERTY ADDRESS**, and shown for identification purposes only on the plan attached to this lease edged in blue, and hereinafter referred to as the **Property**, with the landlord's fixtures and fittings TO HOLD to the Tenant, from and including the **COMMENCEMENT DATE**, for a **Term** of **TERM**.

2. The tenant shall pay with value added tax if applicable:

THE FOLLOWING RENTS

- 2.1. The Annual Rent without demand, as determined by clause 3 of this lease, payable by twelve equal instalments in advance on the first day of each month, by standing order to a bank account nominated by the Landlord.
- 2.2. The amount of every premium which the Landlord pays to insure the Property under this lease (hereafter defined as the **Insurance Rent**); and
- 2.2.1. such sums to be paid within fourteen days after the Landlord gives written notice of the payment (and this amount is to be paid as rent); and
- 2.2.2. if the Landlord insures the Property together with other land and property, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and other land and property, as determined by the Landlord.

AND THE FOLLOWING SUMS ON DEMAND

- 2.3. A fair proportion (decided by a surveyor the Landlord nominates) of the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, highways, footpaths, gutters, drainage and sewerage pipes, electrical cabling and other common parts used or shared with other property.
- 2.4. The cost and expenses (including professional fees) of any works to the Property, which the Landlord does after the Tenant defaults in any of its obligations under this lease.
- 2.5. The cost and expenses (including professional fees) which the Landlord incurs in recovering any unpaid rent, when more than seven days overdue, to be calculated from its due date.
- 2.6. The costs and expenses (including professional fees) which the Landlord incurs in;
- 2.6.1. the enforcement of the tenants covenants of this lease; and

- 2.6.2. carrying out any energy efficiency improvement works under the Energy Efficiency (Private Rented Property) (England & Wales) Regulations 2015; and
- 2.6.3. dealing with any application by the Tenant for consent or approval whether or not it is given; and
- 2.6.4. preparing and serving a notice of a breach of the tenant obligations, under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order; and
- 2.6.5. preparing and serving a notice under section 17 of the Land lord and Tenant (covenants) Act 1995; and
- 2.6.6. preparing and serving schedules of dilapidations, either during the Lease period or recording the failure to give up the Property in the appropriate state of repair, when this lease ends; and
- 2.6.7. obtaining a valuation of the Property for insurance purposes but (save as may be required by the insurers) not more than once in any three year period.
- 2.7. Any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy, if the Property is damaged by any of the risks to be insured under clause 5.1 of this lease.
- 2.8. Interest at one per cent per calendar month or any part thereof, on any of the above payments, (including any value added tax payable) is to be added when more than seven days overdue, to be calculated from its due date;
- 2.8.1. and in making payment under this clause, nothing is to be deducted or set off.

AND THE FOLLOWING SUMS WHEN PAYABLE

- 2.9. All periodic rates, taxes and outgoings relating to the Property, including any imposed after the date of this lease (even if of a novel nature), to be paid within fourteen days to the authorities to whom they are due; and
- 2.9.1. if any of those costs are payable in relation to the Property together with other property, a fair proportion of all those costs.

- 2.10. All costs in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications, data and other services and utilities to or from the Property, to be paid within fourteen days to the authorities to whom they are due; and
- 2.10.1. if any of those costs are payable in relation to the Property together with other property, a fair proportion of all those costs.
- 2.11. The cost of the grant, renewal or continuation of any license or registration for using the Property, for the use allowed to be paid within fourteen days, to the appropriate authority when due; and

AND

- 2.12. The fee of seventy five pounds (£ 75.00) to the landlord's agent, towards the costs of preparing this lease.
- 2.13. On the date of this lease, the Tenant shall deposit the **SECURITY DEPOSIT SUM** to the landlord's agent as a stakeholder;
- 2.13.1. which sum shall be returned to the Tenant at the end of this lease, without addition or subtraction, subject to there being no breach of the tenant covenants and the Property being vacated in a condition consistent with schedule two and three of this lease;
- 2.13.2. and failing which the Landlord shall be entitled to utilise and disperse the whole of the said sum or any part thereof or seek recompense for any shortfall, in order to restore the Property.

3. The Annual Rent is:
 - 3.1. The initial Annual Rent is **ANNUAL RENT SUM** per annum.
 - 3.2. The Annual Rent shall be increased with effect from the first day of February, **ANNIVERSARY YEAR** and every anniversary of this date thereafter (hereafter defined as the **Fixed Rent Review Dates**); to a new Annual Rent equal to the Annual Rent payable immediately before the relevant Fixed Rent Review Date plus three per cent per annum.
 - 3.3. The Annual Rent shall be reviewed with effect from the **LAST DAY OF TERM** and every **TERM (ORDINAL)** anniversary thereof (hereafter defined as the **Open Market Rent Review Dates**), to equal:
 - 3.3.1. the Annual Rent payable immediately before the Open Market Rent Review Date or, if greater;
 - 3.3.2. the open market rent agreed or determined pursuant to this clause.
 - 3.4. In this clause, the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 3.10 of this lease.
 - 3.5. The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
 - 3.6. If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
 - 3.6.1. in the open market;
 - 3.6.2. at the Review Date;
 - 3.6.3. on the assumptions contained in clause 3.7 of this lease; and
 - 3.6.4. disregarding the matters contained in clause 3.8 of this lease.
 - 3.7. The assumptions are:
 - 3.7.1. the Property is available to let in the open market:

- 3.7.1.1. by a willing lessor to a willing lessee; and
- 3.7.1.2. as a whole; and
- 3.7.1.3. with vacant possession; and
- 3.7.1.4. without a fine or a premium; and
- 3.7.1.5. for a term equal to the Term at the relevant Open Market Rent Review Date; and
- 3.7.1.6. otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent and other than the provision in this lease for a rent-free period; and
- 3.7.2. the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the Review Date in relation to fitting out works at the Property; and
- 3.7.3. the Property may lawfully be let, and is in a physical state to enable it to be lawfully let, by the willing lessor for any purpose permitted by this lease; and
- 3.7.4. the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential subtenant or assignee of the willing lessee) for any purpose permitted by this lease; and
- 3.7.5. the Landlord and the Tenant have fully complied with their obligations in this lease; and
- 3.7.6. the Property is in the condition required by this lease and any damage caused by any of the risks insured under clause 5.1 of this lease has been made good; and
- 3.7.7. if the Property, or any means of access to it or any service serving the Property, has been destroyed or damaged, it has been fully restored; and
- 3.7.8. no work has been carried out on the Property that has diminished its rental value; and

- 3.7.9. any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any subtenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- 3.7.10. the willing lessee and its potential assignees and subtenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.
- 3.8. The matters to be disregarded are:
- 3.8.1. any effect on rent of the fact that the Tenant or any authorised subtenant has been in occupation of the Property; and
- 3.8.2. any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised subtenant or by any of their predecessors in business; and
- 3.8.3. any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease, by or at the expense of the Tenant or any authorised subtenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law); and
- 3.8.4. any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- 3.8.5. any statutory restriction on rents or the right to recover them; and
- 3.8.6. any effect on rent attributable to the asset rating in any Energy Performance Certificate in respect of the Property.
- 3.9. The Surveyor shall be an independent valuer who is a member or fellow of the Royal Institution of Chartered Surveyors.
- 3.10. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
- 3.11. Any application to the President may not be made earlier than three months before the Open Market Rent Review Date.

- 3.12. The Surveyor shall act as an expert and not as an arbitrator.
- 3.13. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference.
- 3.14. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination.
- 3.15. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 3.16. The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor.
- 3.17. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 3.18. If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 3.10 of this lease shall then apply in relation to the appointment of a replacement.
- 3.19. The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs or if the Surveyor makes no direction, then equally.
- 3.20. If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord.
- 3.21. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

- 3.22. If the new Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the Open Market Rent Review Date, the Annual Rent payable from the Open Market Rent Review Date shall continue at the rate payable immediately before the Open Market Rent Review Date.
- 3.23. No later than five working days after a new Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
- 3.23.1. the shortfall (if any), between the amount it has paid for the period from the Open Market Rent Review Date, until the rent instalment date following the date of agreement or notification of the new Annual Rent, and the amount that would have been payable, had the new Annual Rent been agreed or determined, on or before the Open Market Rent Review Date; and
- 3.23.2. interest at the base rate from time to time of The Royal Bank of Scotland PLC (or if that base rate stops being used or published, then at a comparable commercial rate reasonably determined by the Landlord), on that shortfall calculated on a daily basis by reference to the rent instalment dates, on which parts of the shortfall would have been payable, if the new Annual Rent had been agreed or determined, on or before that Open Market Rent Review Date and the date payment is received by the Landlord.
- 3.24. Time shall not be of the essence for the purposes of this clause.
- 3.25. If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.
- 3.26. As soon as practicable after the amount of the new Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart.
- 3.26.1. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

4. THE Tenant covenants with the Landlord as follows:
 - 4.1. To keep the Property clean and tidy and in good and substantial repair and condition, excepting any defects recorded within schedule two and three of this lease;
 - 4.1.1. except to the extent that any disrepair has been caused by any of the risks to be insured under clause 5.1 of this lease, unless and to the extent that:
 - 4.1.1.1. The insurance policy relating to the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any subtenant, their workers, contractors or agents or any person at the Property, with the actual or implied authority of any of them; or
 - 4.1.1.2. the insurance cover in relation to the disrepair is excluded, limited, unavailable or has not been extended as required by clause 5.1.1 of this lease.
 - 4.2. but the Tenant need not alter or improve it, except if required under clause 4.14 of this lease
 - 4.3. To decorate all wooden, metal and previously decorated surfaces, to the interior and exterior of the Property each third year, and in the last three months of this lease, in a manner, and with materials approved by the Landlord.
 - 4.4. To clean out any rainwater gutters, downspouts, gullies and underground pipes annually during the month of October.
 - 4.5. To store any waste in suitable containers, and to remove any waste from the buildings, each day that the buildings are in use and from any other part of the premises, every seven days.
 - 4.6. To remove any litter, debris or any other discarded items from, and to sweep any forecourt or yard area every fourteen days.
 - 4.7. To remove any vegetation or growth from any forecourt or yard area, and apply weed-killer to affected areas every two months, between March and November.
 - 4.8. Not to make any structural alterations or additions to the Property.

- 4.9. Not to make any alterations that would otherwise be permitted, if those alterations would adversely affect the environmental performance of the Property.
- 4.10. Not to make any other alterations without the Landlords consent in writing.
- 4.11. Not to have upon the premises, any portable or non-standard heating appliance, even if that appliance is not in use and for the purpose of this clause, the terms portable and non-standard shall be as defined from time to time by the insurers.
- 4.12. Not to use or permit to be used, any other type of heating appliance, without written consent from the Landlord; and where heating is allowed,
- 4.12.1. to store any fuel outside of, and isolated from the buildings, in a container approved by the Landlord; and
- 4.12.2. to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, license and registration authorising or regulation relating to, the storage of fuel, and to obtain, renew and continue any license or registration which is required; and
- 4.12.3. to provide to the Landlord without demand, and within fourteen days of issue, a copy of an approved contractors safety report for each appliance, every twelve months or sooner, where recommended by the manufacturer or required by any Act of Parliament, order, regulation, bye-law, rule, license or registration, and
- 4.12.3.1. in default, to permit the Landlord to appoint an approved contractor to inspect each appliance, the cost of which is to be paid to the Landlord within fourteen days by the Tenant; and
- 4.12.4. to immediately shut down, any appliance considered unsafe by an approved contractor, and to isolate the appliance from the fuel and any electrical supply, and purge the appliance of any remaining fuel, and to display clearly upon the appliance a notice prohibiting the use of that appliance; and
- 4.12.4.1. to carry out any works required, to make any appliance safe to use, within two months or to remove that appliance from the Property, making good any damage caused by its removal; and

- 4.12.4.2. in default, to permit the Landlord to appoint an approved contractor to remove that appliance from the Property, the reasonable cost of which is to be paid to the Landlord within fourteen days by the Tenant.
- 4.13. To keep any plate glass in the Property insured for its full replacement cost with reputable insurers, and to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged.
- 4.14. To do the work to the Property required by any authority acting under an Act of Parliament, even if it alters or improves the Property; and
- 4.14.1. before the Tenant does so, the Landlord is to give his consent in writing to the work.
- 4.15. To do the work to the Property required under this lease, within six weeks of the date of written notice from the Landlord, or immediately in case of emergency, and in a manner and with materials approved by the Landlord: and
- 4.15.1. in default to permit the Landlord to do the work, the cost of which is to be paid to the Landlord as rent by the Tenant; and
- 4.15.2. any dispute arising under this clause is to be decided by arbitration under clause 11 of this lease.
- 4.16. To use the Property for the purposes of the tenant's business of **USE**, and any other associated use within Class B1 B2 or B8 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, as at the date this lease is granted, and not permit the Property to be used for any other purpose whatsoever without the written consent of the Landlord in advance.
- 4.17. To give the Landlord notice immediately if any matter occurs that any insurer or underwriter may treat as material, in deciding whether or on what terms, to insure or to continue to insure the Property; and
- 4.17.1. not to do or omit anything, as a result of which any insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable; and

- 4.17.2. comply at all times with the requirements and recommendations of the insurers relating to the Property; and
- 4.17.3. give the Landlord immediate notice of the occurrence of any damage or loss, relating to the Property, arising from any of the risks to be insured under clause 5.1 of this lease, or of any other event, that might affect any insurance policy relating to the Property; and
- 4.17.4. pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay, by reason of any act or omission of the Tenant or any subtenant, their workers, contractors or agents or any person at the Property, with the actual or implied authority of any of them.
- 4.18. To maintain and provide to the Landlord upon request, copies of any current document relating to the Property and its occupation as required under legislation; and is specifically (but not limited to)
 - 4.18.1. current Fire Risk Assessments, as required by The Regulatory Reform (Fire Safety) Order 2005; and
 - 4.18.2. current electrical Periodic Inspection Reports (PIR), in accordance with BS 7671; and
 - 4.18.3. current electrical Portable Appliance Test certificate (PAT), in accordance with BS 7671; and
 - 4.18.4. current risk assessments, reports and management plans for the control of Asbestos Containing Materials (ACM's), as required under Regulation 4 of the Control of Asbestos at Work Regulations 2002.
- 4.19. Not to hold any sale by auction on the Property.
- 4.20. Not to use the Property for any activities which are dangerous, offensive, noxious, illegal, immoral or which are in the reasonable opinion of the Landlord, a nuisance or annoyance to the Landlord or the owner or occupiers of any neighbouring property, or are detrimental to the use and development of the business park.
- 4.21. Not to display any advertisements on the outside of the Property, without the Landlords written consent.

- 4.22. Not to overload the floors or walls of the Property, or suspend any item from the roof purlins or roof trusses.
- 4.23. Not to load or unload vehicles on the highway or footpath, or commit any other act which in the Landlords reasonable opinion, is likely to obstruct other vehicles or persons, entitled to use the highways and footpaths; and
 - 4.23.1. to observe all reasonable regulations laid down from time to time by the Landlord, to control the flow of traffic to, from and within the business park.
- 4.24. To comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, license and registration authorising or regulation relating to the use and occupation of the Property, and to obtain, renew and continue any license or registration which is required.
- 4.25. Not to share occupation of the Property; and
 - 4.25.1. not to transfer, sublet, occupy or permit others to occupy any part of the Property separately from the remainder.
- 4.26. Not to transfer or sublet the whole of the Property, unless the Landlord gives his written consent in advance; and
 - 4.26.1. any sublease is to be prepared by the Landlord, in terms which are consistent with this lease, for which the Tenant will pay the then current fee to the Landlord on the execution of the sublease; but
 - 4.26.2. is not to permit the sub-tenant to underlet.
- 4.27. To notify the Landlord within four weeks after the Property is transfer mortgaged, and send a copy of the transferred mortgage for registration, with the fee of fifty pounds (£ 50.00) for each document, to be paid to the Landlord, when presenting these documents for registration.
- 4.28. To give the Landlord a written guarantee in advance of any transfer of the whole of the Property, and such guarantee to be effective as an Authorised Guarantee Agreement under the provisions of the Landlord and Tenant (Covenants) Act 1995, that the Transferee will perform his obligations as Tenant.

- 4.29. To give the Landlord or anyone authorised by him in writing access to the Property;
- 4.29.1. for inspecting the Property or how it is being used; or
- 4.29.2. carrying out works which the Landlord is permitted to do under clause 4.15.1 of this lease; or
- 4.29.3. in complying with any statutory obligation; or
- 4.29.4. for viewing the Property as a prospective buyer or mortgagee; or
- 4.29.5. during the last six months of the lease period as a prospective tenant;
- 4.29.6. or for valuing the Property; or
- 4.29.7. for inspecting or carrying out repairs to neighbouring property, or any services providing for neighbouring property; and
- 4.29.7.1. only on seven days written notice, except in an emergency; and
- 4.29.7.2. during normal business hours, except in an emergency; and
- 4.29.7.3. in exercising these rights, the Landlord is to make good all damage caused to the Property and any goods therein.
- 4.30. To give the Landlord or anyone authorised by him in writing, access to the Property for carrying out energy efficiency improvement works under The Energy Efficiency (Private Rented Property) (England & Wales) Regulations 2015; but
- 4.30.1. only if the Tenant in their absolute discretion consents.
- 4.31. To give to the Landlord any notice relating to the Property or any neighbouring property, as soon as the Tenant receives it.
- 4.32. To allow the Landlord during the last six months of this lease, to fix a notice to the Property announcing that it is for sale or to let.
- 4.33. Not to apply for planning permission relating to the use or alteration of the Property, unless the Landlord gives written consent in advance.

- 4.34. Not to obtain an Energy Performance Certificate for the Property or any part of it, unless required to do so in law or unless the Landlord gives written consent in advance.
- 4.35. The Tenant shall comply with all obligations on the Landlord relating to third party rights (insofar as those obligations relate to the Property), and shall not do anything (even if otherwise permitted by this lease) that may interfere with any third party right; and
- 4.35.1. the Tenant shall 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.
- 4.36. Not to leave the premises unoccupied for more than twenty one days, nor at any time to apply for exemption from non-domestic rating charges nor accept exemption from non-domestic rating charges even if exemption had not been applied for.
- 4.37. To yield up the Property at the end of this lease (however it may end):
- 4.37.1. In a good and substantial condition excepting any defects recorded within the schedule two and three of this lease
- 4.37.2. Having removed any addition or alteration made to the Property by the Tenant (except if required under clause 4.14 of this lease), and made good any damage this causes, in a manner and with materials approved by the Landlord
- 4.37.3. Having made good any damage caused to the floor at the Property caused by the removal of the tenant's floor coverings, even if this requires the removal and relaying of a new floor, where adhesive or any other fixing applied by the Tenant cannot be adequately removed from the floor surface.
- 4.38. At the end of the lease (however, it may end), to provide for the Landlord, all receipted service accounts in respect of all periodic rates, taxes and outgoings relating to the Property and in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications, data and other services and utilities to or from the Property, where applicable.

5. THE Landlord covenants with the Tenant as follows:
- 5.1. To keep the Property (except the plate glass) insured with reputable insurers nominated by the Landlord to cover full rebuilding, site clearance, professional fees, value-added tax and two years loss of rent against fire, lightning, explosion, subsidence, riot, aircraft, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability, and any other risks reasonably required by the Landlord; subject to
- 5.1.1. any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- 5.1.2. insurance is available in the local market on reasonable terms acceptable to the Landlord; but
- 5.1.3. the Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 5.2. If the Property is damaged by any of the risks to be insured under clause 5.1 of this lease, the Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property, but (for the avoidance of doubt) the liability of the Landlord shall be limited to laying out all monies received in respect of the insurance policy, but the Landlord shall not be obliged to:
- 5.2.1. provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- 5.2.2. repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- 5.2.3. repair or rebuild if the Tenant has done anything to invalidate the insurance; or
- 5.2.4. repair or rebuild the Property after a notice has been served pursuant to clause 7.2 of this lease.
- 5.3. To provide the Tenant upon request, once a year, a copy of the particulars of the insurance policy and evidence from the insurer that it is in force.

- 5.4. that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy except to the extent the insurance money is not paid because of the act or default of the Tenant
- 5.5. to allow the Tenant to possess and use the Property without unlawful interference from the Landlord



6. PROVIDED ALWAYS and it is hereby agreed that:
- 6.1. the Landlord may re-enter the Property (or any part of the Property in the name of the whole) and end this lease by forfeiture, which the Landlord is entitled to do
- 6.1.1. if payment of any rent is fourteen days overdue even if it was not formally demanded; or
- 6.1.2. if the Tenant has not complied with any of the terms in this lease; or
- 6.1.3. if the Tenant being an individual is adjudicated bankrupt or an interim receiver of his property is appointed; or
- 6.1.4. if the Tenant being a company enters into liquidation, whether compulsory or voluntary (but not if the liquidation is for the amalgamation or reconstruction of a solvent company), or has a receiver appointed
- 6.2. If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to clause 6 of this lease, 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 or any guarantor.

7. If the Property is damaged or destroyed by any of the risks to be insured under clause 5.1 of this lease and as a result, the Property or any part of it cannot be used for the use allowed:
 - 7.1. The payment of the Annual Rent or a fair proportion of it is to be suspended for two years or until the Property is fully restored, if sooner.
 - 7.2. If at the end of a period of two years from the date of the damage, the Property is not fit for the tenants occupation and use, the Landlord (so long as it has not delayed the restoration) or the Tenant, can end this lease by giving a notice to terminate, to the other, at any time during the six months at the end of that period, on giving notice;
 - 7.2.1. the insurance money belongs to the Landlord; and
 - 7.2.2. the Landlords obligation to make good the damage under clause 5.2 of this lease ceases.
 - 7.3. A notice given outside the time limits in clause 7.2 of this lease is not effective.
 - 7.4. The Tenant cannot claim the benefit of (this) clause 7 of this lease, to the extent that the insurers refuse to pay the insurance money because of its act, omission or default.
 - 7.5. any dispute arising under any part of this clause is to be decided by arbitration under clause 11 of this lease.

8. THE regulations respecting notices contained in section 196 of the Law of Property Act 1925 as since amended shall apply to this lease

All notices should be sent to

SJ Gartside Property Management Services
The Estate Office
Cocker Avenue
Poulton Business Park
Lancashire
FY6 8JU

or at any subsequent address or any other agent of the Landlord that the Landlord may notify the Tenant of from time to time

9. If at the end of this lease (however it may end), any possessions of the Tenant remain in or on the Property, and the Tenant fails to remove them within fourteen days, then the Landlord may sell those possessions as the agent of the Tenant, and deduct from the proceeds any costs incurred in selling the possessions, and any loss suffered by the Landlord resulting from the possessions remaining in or on the Property following the end of this lease; and
- 9.1. the Tenant must indemnify the Landlord against any liability incurred by the Landlord, to any third party whose possessions are sold by him, in the mistaken belief held in good faith, which is to be presumed unless the contrary is proved, that the possessions belonged to the Tenant; and
- 9.2. if having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the balance of the proceeds of sale absolutely unless the Tenant claims them within six months of the date, on which this lease came to an end; and
- 9.3. the Tenant must indemnify the Landlord against any damage occasioned to the Property, and any losses caused by or related to the presence of the Tenants possessions, in or on the Property.
10. WHENEVER the 'Landlord' or the 'Tenant' comprises of more than one person, every covenant and other obligation contained in this lease, on the part of the Landlord or the Tenant or both (as the case may be), shall be deemed to be made jointly and severally by those persons.

11. IN the event that the parties are unable to agree on any issue to which this lease requires arbitration, then the matter is to be referred to the President (for the time being) of the Royal Institution of Chartered Surveyors to make the appointment.
12. The provisions of schedule five of this lease shall apply.
 - 12.1. If any guarantor dies or becomes incapable of managing its affairs, adjudicated bankrupt or an interim receiver of his property is appointed, the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord, enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease, in the same form as that entered into by the former guarantor.
 - 12.2. Clause 12.1 of this lease shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.
 - 12.3. For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease, and consents to any variation of the tenant covenants of this lease.
13. Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord, on leaving the Property under the Landlord and Tenant Act 1954, is excluded except to the extent that the legislation prevents that right being excluded.
14. WE hereby certify that there is no agreement to lease to which this lease gives effect

SCHEDULE ONE

LANDLORDS FIXTURES AND FITTINGS

1. The electrical lighting system complete with all distribution boards, switches, cables, wires and fittings.
2. The plumbing system including WC's, washbasins, pipes and other fittings.
3. All other fixtures, fittings and chattels not belonging to the tenant and in-situ on the date of commencement of this lease.

SCHEDULE TWO

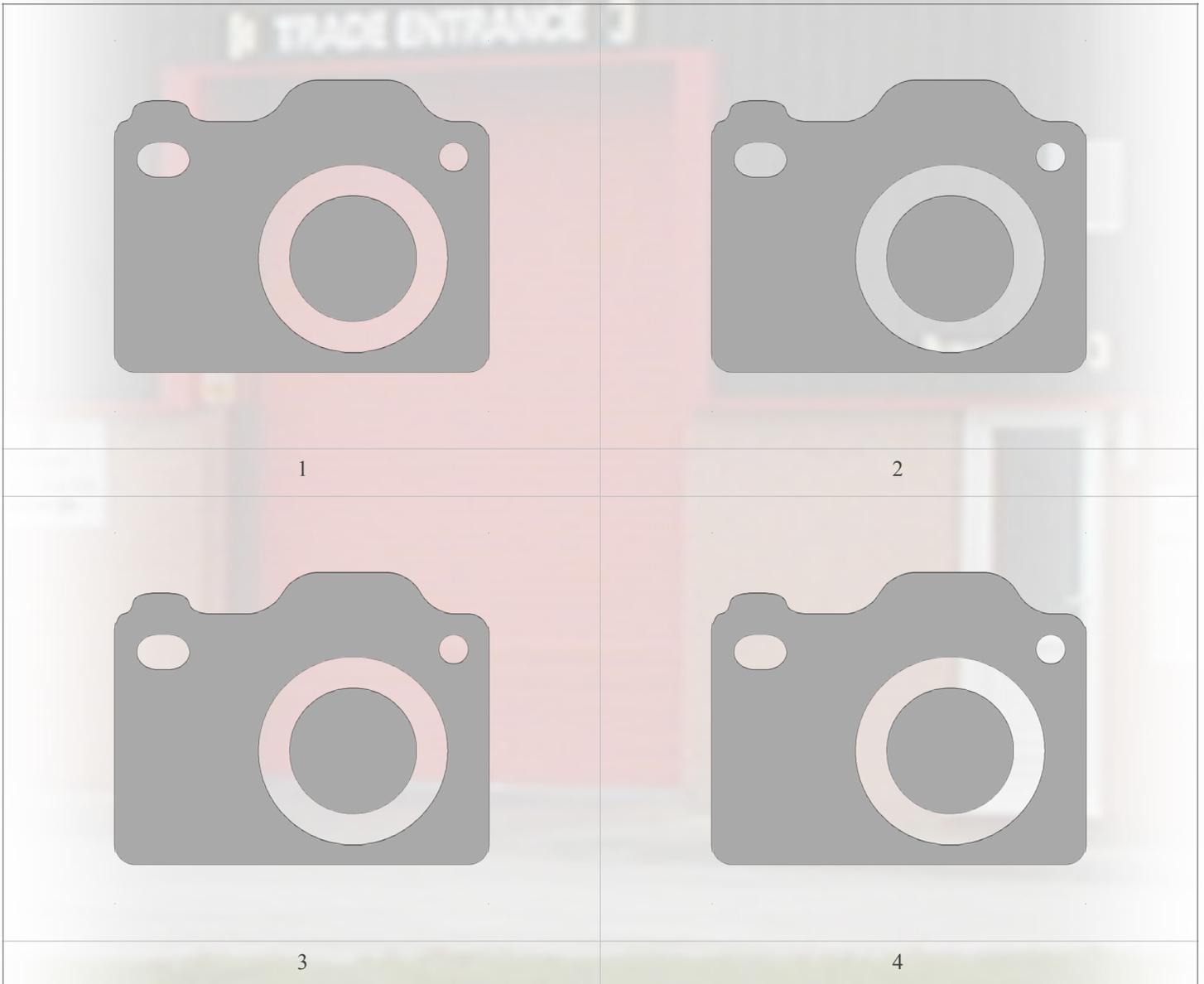
CONDITION

1. Unless otherwise listed and contained below, then the Landlord and Tenant agree that the Property is in a good and substantial state of repair, and requires no restoration or remedial work.
2. **TENANT TO PROVIDE SCHEDULE OF CONDITION (SUBJECT TO AGREEMENT)**

SCHEDULE THREE

IMAGES

1. The Landlord and Tenant agree that any images attached hereinafter, record a true likeness of the state and condition of the Property and the positions of the Landlords fixtures, fittings and chattels on the date of the commencement of this lease.
2. **TENANT TO PROVIDE IMAGES (SUBJECT TO AGREEMENT)**



SCHEDULE FOUR

AMENDMENTS



SCHEDULE FIVE

GUARANTEE PROVISIONS

1. The Guarantor guarantees to the Landlord that the Tenant shall;
 - 1.1. pay the rents reserved by this lease and observe and perform the tenant covenants of this lease, and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
 - 1.2. observe and perform any obligations the Tenant enters into in an authorised guarantee agreement, made in respect of this lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.
2. The Guarantor covenants with the Landlord as a separate and independent primary obligation, to indemnify the Landlord against any failure by the Tenant;
 - 2.1. to pay any of the rents reserved by this lease, or any failure to observe or perform any of the tenant covenants of this lease
 - 2.2. to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.
3. The liability of the Guarantor under clauses 1 and 2 of schedule five of this lease (hereinabove) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995 if earlier
4. The liability of the Guarantor shall not be affected by;
 - 4.1. any time or indulgence granted by the Landlord to the Tenant; or
 - 4.2. any delay or forbearance by the Landlord in enforcing the payment of any of the rents, or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement), or in making any demand in respect of any of them; or
 - 4.3. any refusal by the Landlord to accept any rent or other payment due under this lease, where the Landlord reasonably believes that the acceptance of such rent or payment, may prejudice its ability to re-enter the Property; or

- 4.4. the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease, or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- 4.5. the Landlord taking any action or refraining from taking any action in connection with any other security, held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease, or observe and perform the tenant covenants under this lease (or the Tenant's obligations under the Authorised Guarantee Agreement), including the release of any such security; or
- 4.6. a release or compromise of the liability of any one of the persons that comprise the Guarantor, or the grant of any time or concession to any one of them; or
- 4.7. any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement), or any unenforceability of any of them against the Tenant; or
- 4.8. the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist or if the tenant is an individual by the Tenant dying or becoming incapable of managing its affairs; or
- 4.9. without prejudice to clauses 10 through to 14 of schedule five of this lease (hereinbelow), the disclaimer of the tenant's liability under this lease or the forfeiture of this lease, or
- 4.10. the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- 4.11. by any other act or omission except an express written release of the Guarantor by the Landlord.
5. The liability of each of the persons making up the Guarantor is joint and several.
6. Any sum payable by the Guarantor shall be paid without any deduction, set-off or counterclaim against the Landlord or the Tenant.
7. The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

8. The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:
 - 8.1. the variation is material or prejudicial to the Guarantor; or
 - 8.2. the variation is made in any document; or
 - 8.3. the Guarantor has consented, in writing or otherwise, to the variation.
9. The liability of the Guarantor shall apply to the rents reserved by, and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.
10. If this lease is forfeited or the liability of the Tenant under this lease is disclaimed, and the Landlord gives the Guarantor notice not later than six months after the forfeiture, or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in clause 11 of schedule five of this lease (hereinbelow).
11. The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:
 - 11.1. be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant; and
 - 11.2. be for a term that expires at the same date as the end of the Term of this lease had there been no forfeiture or disclaimer; and
 - 11.3. reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer, or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (clause 15 of schedule five of this lease (hereinbelow)), and which is subject to review on the same terms and dates provided by this lease; and
 - 11.4. be excluded from sections 24 to 28 of the Landlord and Tenant Act 1954; and
 - 11.5. otherwise be on the same terms as this lease (as varied if there has been any variation).

12. The Guarantor shall pay the Landlord's solicitors' proper and properly incurred costs and disbursements (on a full indemnity basis) and any VAT in respect of them, in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
13. The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor, or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
14. The Landlord may, instead of giving the Guarantor notice pursuant to clause 10 of schedule five of this lease (hereinabove) but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.
15. If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:
 - 15.1. the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
 - 15.2. the open market rent of the property at the relevant Review Date, as determined by the Landlord (acting reasonably) before the grant of the new lease.
16. Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant, shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor, to the full extent of the obligations that are the subject of this guarantee and indemnity.
17. The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant, in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity, and if it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
18. The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

19. The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor, and if it does take or hold any such security it shall hold it for the benefit of the Landlord.
20. This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant, or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease, and to observe and perform the tenant covenants of this lease, and it shall not merge in or be affected by any other security.
21. The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord, in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.



IN WITNESS the parties hereto have executed this lease a deed the day and year first written

EXECUTED AS A DEED by **THE LANDLORD**
(Landlord) acting by two directors in the presence of:

(Witness signature)

(Witness name)

(Witness address)

.....

.....

.....
Director

(Print).....

.....
Director

(Print).....

EXECUTED AS A DEED by the said **THE TENANT** (Tenant) in the presence of:

(Witness signature)

(Witness name)

(Witness address)

.....

.....

.....
(Name)

.....
(Name)

EXECUTED AS A DEED by the said **THE GUARANTOR** (Guarantor) in the presence of:

(Witness signature)

(Witness name)

(Witness address)

.....

.....

.....
(Name)

.....
(Name)

Details

DATE OF COMPLETION

This is the date the lease is completed and will be entered by the landlord's agent when the leases are exchanged.

LANDLORD'S NAME

This will be provided by the landlord's agent.

LANDLORD'S ADDRESS

This will be provided by the landlord's agent.

TENANT'S NAME

The tenant shall provide the full name and national insurance number for each tenant. If the tenant is to be a limited company, the tenant shall supply the companies full registered name and company registration number.

Note all tenancies to limited companies will require at least two guarantors, the tenant shall provide the full name, private address and national insurance number for each guarantor.

TENANTS ADDRESS

The tenant shall provide the full private postal address for each tenant.

If the tenant is to be a limited company, they should supply the companies registered address.

PROPERTY ADDRESS

The full postal address of the property will be provided by the landlord's agent.

COMMENCEMENT DATE

This is the date the lease commences, it is not necessarily the same date that the tenant will take up occupation of the property. This date shall be agreed between the landlord and tenant.

TERM

This is the term certain as guaranteed by the lease. It is not necessarily the date on which the lease will come to an end.

A lease will only end on the date given in a notice under either section 25 or section 26 of the Landlord and Tenant Act 1954 as served by the landlord or the tenant upon the other. Please ask the landlord's agent to explain this if you are unsure.

SECURITY DEPOSIT SUM

This is the sum that the tenant shall pay to the landlords agent as stakeholder. This sum shall be agreed between the landlord and tenant and paid at the time of signing the lease. It can be used to pay for repairs which are not undertaken by the tenant in accordance with the lease. It is not an advanced payment of rent nor can the tenant use it to set-off against rent at any time. If the tenant vacates the property at the end of the lease having undertaken all repairs required of them, this sum shall be returned to the tenant.

ANNUAL RENT SUM

This is the annual rent for the property, the annual rent will be paid by instalments.

ANNIVERSARY YEAR

This is the year after the year that the lease was commenced.

LAST DATE OF TERM

This will be the last day of the contractual “term” as described above.

TERM (ORDINAL)

This will be an ordinal representation of the “term” (i.e. a third will be entered if the “term” is three years.

USE

The tenant shall provide a description of what the property will be used for. The landlord’s agent can assist in this, but the exact wording will need to be agreed between the landlord and tenant.

TENANT TO PROVIDE SCHEDULE OF CONDITION/DILAPIDATION FOR INCLUSION

The tenant shall provide a list of any defects to the property they wish to be noted in the lease.

The purpose of this is to exclude such repairs from the tenant’s repairing obligations. The landlord and tenant will need to agree such a list before it is entered into the lease.

TENANT TO PROVIDE IMAGES FOR INCLUSION

The tenant shall provide digital images of any defects to the property they which to be noted in the lease.

The purpose of this is to exclude such repairs from the tenant’s repairing obligations. The landlord and tenant will need to agree such images before they are entered into the lease.