

DATE	
HER MAJESTY	Her Majesty the Queen and anyone who becomes King or Queen after her
COMMISSIONERS	THE CROWN ESTATE COMMISSIONERS on behalf of Her Majesty acting in exercise of the powers conferred by the Crown Estate Act 1961 and any other person who takes over managing the Crown Estate
LANDLORD	For so long as the immediate reversionary interest in the Property (the " Reversion ") forms part of the Crown Estate, the Commissioners, and afterwards the person for the time being entitled to the Reversion (" Us/We/Our ")
TENANT	[●] [(incorporated and registered in England and Wales under company number [●])], [of] [whose registered office is at] [●] (" You/Your ")
PREMISES	The office premises on the [●] floor of the Building, as shown (for identification purposes only) edged red on the attached plan which includes: <ul style="list-style-type: none"> (a) finishes on the inside walls, floor slabs and ceiling slabs dividing the Premises from other parts of the Building; (b) inside walls that are not loadbearing (that is, they do not support the main weight of the Building); (c) finishes on inside loadbearing walls, columns, floor slabs and ceiling slabs in the Premises; (d) doors, door frames, windows and window frames, including any glass; (e) Conduits and Facilities in the Premises which only serve the Premises; (f) raised floors and suspended ceilings and the voids (that is, the empty areas) below and above them; (g) ceilings; (h) Our fixtures and fittings; and (i) floor coverings
BUILDING	The Building known as 12 Little Portland Street, Marylebone, London W1W 8BJ registered at the Land Registry with title number NGL918287
CONDUITS	Pipes, drains, sewers, gutters, flues, ducts, wires, cables, optic fibres and other means of transporting water, soil, gas, air, smoke, electricity, light, information and so on, and all related structures and equipment
SHARED AREAS	Entrance halls, first floor meeting room, passages, staircases, escape routes, lifts, lift shafts, toilets, showers, bicycle areas, loading bays and other areas provided for You and other people working in or visiting the Premises to use
TERM	From and including the Term Start Date to and including [●]
RENT	£[●] excluding VAT a year (including the Service Charge and Insurance Charge)
RENT DAYS	25 March, 24 June, 29 September and 25 December
TERM START DATE	[●]
RENT START DATE	[●]
PERMITTED USE	High class offices within Use Class E (g) of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this deed)
BUSINESS HOURS	8.30am to 5.30pm on any day except Saturdays, Sundays, bank holidays and public holidays, or whatever different hours or days We reasonably decide
SERVICES	Any services We provide, including <ul style="list-style-type: none"> (a) maintaining the structure and outside of the Building and the Shared Areas and shared Conduits and Facilities; (b) providing reception and security Facilities for the Building; (c) providing and maintaining security and surveillance equipment; (d) providing and maintaining adequate heating and lighting to the Shared Areas and, if appropriate, the Premises;

	<p>(e) providing and maintaining appropriate hot and cold water, towels, soap and other supplies to the toilets in the Shared Areas;</p> <p>(f) providing and maintaining appropriate hot and cold water to the showers in the Shared Areas;</p> <p>(g) cleaning the Shared Areas and the Premises; and</p> <p>(h) providing a 1GB broadband line through the Building.</p>
FACILITIES	Facilities and systems provided for the Building and people who work in or visit it, including any security and surveillance systems, fire-prevention and fire-alarm equipment, sprinklers and fire-fighting equipment and communication systems
OCCUPIER'S HANDBOOK	Collectively, any rules, regulations, requirements and information about using the offices and Shared Areas that We communicate to You and which may take the form of a booklet. We may update this from time to time to improve the way We manage the Building and Shared Areas
DEPOSIT	£[●] (being equivalent to [3] months' Rent plus a sum equal to value added tax)
END OF TERM PAYMENT	a sum of [●] (being equivalent to £15 per square foot of the Premises) (exclusive of VAT, with VAT only being payable where properly due)
SPECIAL CONDITIONS	<p>For so long as the Reversion forms part of the Crown Estate, a covenant by (or implied by) the Landlord is made (or implied) by the Commissioners acting in exercise of the powers conferred by the Crown Estate Act 1961. No covenants, agreements or obligations are given by Her Majesty or anyone who reigns after Her. No liability is imposed on Her Majesty or anyone who reigns after Her or on the Commissioners in any personal or private capacity. With effect from the date that the Reversion ceases to form part of the Crown Estate, those covenants are deemed to be made by the person subsequently entitled to the Reversion. All liability of the Commissioners for those covenants will stop from that date</p> <p>This tenancy is subject to an Inventory and a copy of the signed Inventory is appended</p>
This document has been executed as a deed and is delivered on the date stated at the beginning of it	
The official seal of THE CROWN ESTATE COMMISSIONERS placed here was confirmed as authentic by:	
[Executed as a deed by [NAME OF TENANT] acting by <i>[name of director]</i> and <i>[name of director/secretary]</i> :	<p>)</p> <p>)</p> <p>)</p> <p>Director</p> <p>Director/Secretary]</p>

STANDARD TERMS AND CONDITIONS

1. LETTING AND RIGHTS

1.1 We let the Premises to You at the Rent on a non-assignable tenancy for the Term.

1.2 You have the following rights:

(a) You can use the Shared Areas for their intended purpose during Business Hours (or outside Business Hours in line with the Occupier's Handbook);

(b) You can use the shared Conduits and Facilities that serve the Premises; and

(c) You can display Your name or business name on a shared signboard in the entrance hall or other appropriate place in the Shared Areas as shown in the Occupier's Handbook.

We may change or end any of these rights, or temporarily remove them. However, if We do, We will replace them with other similar rights if this is appropriate.

1.3 We have the right to enter the Premises:

(a) to inspect, clean, repair, alter, connect to or replace Conduits or Facilities or install new Conduits or Facilities;

(b) to inspect, clean, repair, alter or replace other parts of the Building;

(c) to meet Our legal responsibilities;

(d) to show the Premises to other people who may want to rent or buy the Premises;

(e) to carry out the Services; and

(f) for other reasonable purposes.

We may also give permission for someone acting on Our behalf to enter the Premises for the same purposes and We or they may, if appropriate, bring workmen and appliances on to the Premises.

Before We enter the Premises, or before someone We give permission to enter the Premises does so, We will give You reasonable notice (except where we are carrying out the Services or in an emergency), and We will repair any damage We or they cause to the Premises as soon as possible.

We also have the right to deal with neighbouring property as We think fit (or authorise others to do so), including building nearby or rebuilding, altering, improving or redeveloping neighbouring property, even if light or air to the Premises is affected.

2. YOUR OBLIGATIONS

You agree to do the following.

Rent

2.1 You must pay the Rent for the coming three months on the Rent Days by standing order (from a clearing bank in the United Kingdom) or by any other method We reasonably require. The first Rent payment is due on the Rent Start Date. You must pay each Rent payment in full without making any deductions or setting off or counterclaiming or withholding any sums (other than any deduction or withholding of tax if required by law).

Interest on missed Rent payments

2.3 You must pay interest at 3% a year above the base rate from time to time of Our clearing bank on any Rent You have missed, from the date the Rent was due to the date You pay it.

Rates and other outgoings

2.4 You must pay promptly all business rates, water rates, sewerage charges and other outgoings, and pay all bills for water, electricity, phones and any other services You use at the Premises.

Repairing the Premises

2.5 You must put and keep the Premises in good repair and condition and You must make sure that You keep them properly cleaned and replace any item listed on the Inventory where damaged. This does not apply to damage which is covered by insurance.

Notice to repair

2.6 If We give You notice that You have not carried out repairs, You must start the repairs within one month (or immediately in an emergency) and carry them out as quickly as possible. If You fail to do so, We can carry them out and charge You (as a debt) the reasonable cost of doing so. For the avoidance of doubt We are not obliged to give You notice to carry out repairs in respect of dilapidations at the end of the Term (however it ends).

Alterations

2.7 You must not change or add to the Premises or any other part of the Building.

Signs

2.8 You must not display any signs outside (or which can be seen from outside) the Premises.

Use

2.9 You must use the Premises only as offices (excluding serviced or virtual offices).

2.10 You must not do anything which is dangerous, offensive, illegal or immoral or which is or may become a nuisance or annoyance to people who own, live or work in any neighbouring property.

2.11 You must not do anything that may make the insurance of the Premises or the Building invalid (or partly invalid) against fire or other risks, or increase the ordinary premium for that insurance.

2.12 You must not live or sleep in the Premises or hold public meetings in them.

2.13 You must not block any Conduits or overload them.

2.14 You must keep to the house rules set out in the Occupier's Handbook and make sure that everyone working at or visiting the Premises also keeps to those rules.

Agreement applies only to You

2.15 You must not transfer this agreement to anyone else or allow anyone else to occupy or possess any part or parts of the Premises except that this shall not prevent You from sharing occupation with a company which is a member of the same group (as defined in S42 of the Landlord and Tenant Act 1954) provided no tenancy is created and You must notify Us in writing of this occupation, including the name of the company.

Costs

2.16 You must pay Us all reasonable costs and expenses connected with recovering missed Rent payments from You and enforcing any of Your responsibilities in this agreement You have failed to carry out.

Make good losses

2.17 You must pay Us all sums to compensate Us in full for any liability, loss, damage and expense We sustain as a result of You failing to carry out any of Your responsibilities in this agreement.

End of the Term

2.18 At the end of the Term (however it ends), You must:

(a) make sure there is nobody left in the Premises, clean and tidy the Premises, and remove Your fixtures, fittings, furniture and possessions (but leave the items listed on the Inventory) and any rubbish; and

(b) pay to us the End of Term Payment in lieu of your obligations to repair and reinstate together with the cost of replacing any item damaged listed on the Inventory.

3. BREACH OF YOUR OBLIGATIONS

3.1 If We serve written notice on You specifying anything required to remedy a breach of Your obligations under this agreement, You must:

(a) pay all reasonable costs and expenses incurred by Us in (or in contemplation of) the seeking of advice for, preparation and service of any such notice; and

(b) comply with the notice within 72 hours (or immediately in emergency). If You fail to do so, We may enter the Premises and remedy the breach and You must pay all costs and expenses incurred by Us in doing so.

3.2 If there is a breach of any of Your obligations in this agreement or if You become insolvent, We may re-enter the Premises and, if We do, this agreement will terminate immediately.

3.3 If You leave any goods or other items in the Premises at the end of this agreement, You authorise Us to sell them on Your behalf and to account to You for the proceeds less Our reasonable expenses (assessed on a full indemnity basis), including any solicitors' or other professionals' costs and expenses relating to the enforcement of any of Your obligations under this agreement.

4. QUIET ENJOYMENT

We agree that You are entitled to use the Premises without Us interfering. Exercising Our rights under this agreement is not interfering.

5. SERVICES

5.1 We agree to provide during Business Hours the Services We reasonably consider necessary for the Building to be managed to a standard We reasonably consider appropriate. However, from time to time We may decide to withhold, add to, or change the Services if We think this is necessary so We can manage the Building more effectively.

5.2 We are not liable to You for any failure or interruption in any of the Services caused by:

(a) equipment breaking down which needs to be maintained, repaired, cleaned or replaced;

(b) materials or fuel running out;

(c) strikes; or

(d) anything else beyond Our control.

6. GENERAL TERMS

Ending this agreement

6.1 We may end this agreement by entering any part of the Premises whenever You are at least 14 days late in paying the Rent (whether or not We have formally demanded that You pay it) or You have failed to carry out any of Your responsibilities in this agreement. If We end this agreement, You will

still be liable for any of Your responsibilities in this agreement You have failed to carry out and will still have to pay Us any money You owe.

Cancelling or reducing the Rent

6.2 If the Premises are unusable or are inaccessible because of damage by fire or other causes, We will cancel or reduce the Rent as appropriate until the Premises can be used normally again and are accessible. However, this does not apply if the problem is caused by You or anyone who is in the Premises with Your permission. We may end this agreement immediately by giving You notice in writing if:

- (a) the Premises or any other parts of the Building are damaged or destroyed by fire or other causes; and
- (b) repairs are likely to take longer than three months.

No implied rights

6.3 Section 62 Law of Property Act 1925 does not apply to this agreement. Nothing contained or implied in this agreement operates expressly or implicitly to give You any easement, right, privilege, liberty or advantage, except the rights You have under 1.2 above.

Giving notice

6.4 If We or You give notice under this agreement, it must be by personal courier or by signed for post.

Our address

6.5 Whenever You send Us notice (including notices in proceedings) You must send it to Our office at 1 St James's Market, London SW1Y 4AH (or to any other address We give You in writing).

Other people

6.6 You must not allow anyone else to do the things You have agreed not to do in this agreement.

VAT

6.7 All amounts You pay under this agreement do not include value added tax (VAT). So, We will add VAT to these amounts if appropriate and You must pay it.

Rights of others

6.8 If anyone has any rights under the Contracts (Rights of Third Parties) Act 1999, this does not apply to this agreement. As a result, no-one else can enforce any rights under this agreement, other than You and Us.

7. ENDING THIS AGREEMENT

You may end this agreement at any time after the first anniversary of the Term Start Date by giving Us at least six months' notice in writing. You may not give that notice until the first anniversary has passed.

8. DEPOSIT

8.1 You gave the Deposit to Us at the start of the Term. We will hold the Deposit as security for You paying the Rent and keeping to this agreement. We will keep the Deposit in an account where it can earn interest.

8.2 During the Term and when it ends, We may use the Deposit to pay any missed Rent or to pay Us compensation if You fail to carry out any of Your responsibilities in this agreement.

8.3 When We ask, You must pay Us any amount needed to bring the Deposit up to its original amount.

8.4 When the Term ends, We will repay You the Deposit with any interest it has earned, after taking off any amounts referred to in 8.3 above.

8.5 You must still pay any Rent You owe and any compensation for failing to carry out any of Your responsibilities in this agreement that the Deposit does not fully cover.

8.6 You may not use the Deposit to pay part or all of the Rent due or any other amounts You owe under this agreement.

9. NOT A SECURE TENANCY

9.1 We and You agree that Sections 24 to 28 of the Landlord and Tenant Act 1954 do not apply to this agreement. This means that You will not have security of tenure (the right to stay in the Premises when this agreement ends) and is more fully explained in the notice mentioned in the next paragraph.

9.2 Before You entered into this agreement, or (if earlier) You entered into a contract which bound You to do so, We served You a notice in the way (or as near as) shown in schedule 1 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

9.3 Before You entered into this agreement, or (if earlier) You entered into a contract which bound You to do so, You or a person You authorised to do so made a statutory declaration in the way (or as near as) shown in schedule 2 to the order referred to in 9.2 above and have accepted its consequences (the rights You give up by not having security of tenure).

10. DISPUTES

10.1 If any dispute or disagreement at any time arises between You and another user of the Building or any nearby property belonging to Us which relates to the use and enjoyment of Your or the other user's property, the matter in dispute or disagreement is to be determined by Us, and You agree that Our decision will be final.

10.2 This tenancy and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law of England and the parties irrevocably agree that the courts of England have exclusive jurisdiction to determine any such disputes or claims.