



Land Registration Act 2002
Scope of this guide

This guide details Land Registry practice arising from the Land Registration (Amendment) (No 2) Rules 2005, which introduce the presentation of prescribed information in certain registrable leases.

It is aimed at solicitors, licensed conveyancers and other legal advisers and you should interpret references to 'you' accordingly. Land Registry staff will also refer to it.

Prescribed clauses leases

Update – This edition of the guide replaces the November 2008 edition. Section 7.3 has been amended as a result of the Land Registration (Amendment) Rules 2009 that come into force on 1 October 2009.

Contact details

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1 Abbreviations and terms used

In this guide:

‘conveyancer’ means a solicitor, a licensed conveyancer within the meaning of s.11(2), Administration of Justice Act 1985, a Fellow of the Institute of Legal Executives, a barrister, a duly certificated notary public, or a registered European lawyer (as defined) (r.217(1), LRR 2003). Where appropriate they include in-house conveyancers as well as those in private practice;

‘LRA 2002’ means the Land Registration Act 2002;

‘LRR 2003’ means the Land Registration Rules 2003 (as amended);

‘prescribed clauses lease’ means a lease that is a disposition of a registered estate in land granted on or after 19 June 2006 which is required to be completed by registration¹ (subject to certain exceptions);

‘prescribed clauses’ means the wording contained in clauses LR1 to LR14 in Schedule 1A, LRR 2003.

2 Introduction

The Land Registration (Amendment) (No 2) Rules 2005 introduced important changes affecting most leases that are:

- dispositions of a registered estate in land, and
- required to be completed by registration.

The amendments to the LRR 2003 introduced a standard set of clauses that must appear at the beginning of all such leases. It is important that these clauses are correctly completed as it is from the information provided in the clauses that Land Registry will prepare the register entries to complete registration of the lease.

This guide provides detailed information concerning the registration of prescribed clauses leases and other leases where the prescribed clauses are used. It will assist you to complete a prescribed clauses lease in order to meet Land Registry requirements and states the consequences of either completing incorrectly, or failing to complete the prescribed clauses, when required.

3 Applications affected by the changes

3.1 Which leases must contain the prescribed clauses?

Except as mentioned in section 3.2 *Exceptions to the general requirement*, any lease granted on or after 19 June 2006 must contain the prescribed clauses where the lease is a disposition of a registered estate in land and is required to be completed by registration under s.27(2)(b), LRA 2002². This includes the grant of a lease out of an unregistered estate in land where the owner of the reversionary estate was subject to a duty to apply for the estate to be registered under s.6, LRA 2002 when the lease was granted³.

NB: You cannot apply to register a lease granted out of an unregistered estate in land which someone was under a duty to apply to register until an application to register that superior estate is made. For further details, see Practice Guide 1 – *First Registrations* – 8.2 *Dealing with the grant of a lease*.

3.2 Exceptions to the general requirement

3.2.1 Leases that do not have to contain prescribed clauses

In a limited number of circumstances, a lease granted on or after 19 June 2006 out of a registered estate in land and required to be completed by registration, does **not** have to contain the prescribed clauses⁴.

A lease does not have to contain the prescribed clauses when it is granted in

1 S.27(2)(b), LRA 2002.

2 R.58A(4), LRR 2003.

3 R.38, LRR 2003.

4 R.58A(4)(c) and (d), LRR 2003.

a form expressly required either:

- by an agreement entered into before 19 June 2006 (a written agreement for lease will normally contain a complete copy of the agreed form of the lease itself)
- by an order of the court
- by (or under) an enactment (but see NB1), or
- by a necessary consent or licence for the grant of the lease given before 19 June 2006 (for example, by a superior landlord or chargee of the landlord).

Additionally, a deed varying a lease that takes effect as a surrender and re-grant of the leasehold estate does not have to be a prescribed clauses lease (but see NB2). This exception applies whether or not the original lease was a prescribed clauses lease.

NB1: To claim exemption under an enactment the lease must be drawn up in a form which is expressly required under an Act, not merely granted pursuant to that Act, or containing particular provisions (such as easements) specified by that Act.

NB2: The exemption only applies to a deed of variation that effects a variation of the lease by extending the term or demised extent of the existing lease and is therefore a 'deemed surrender and regrant'. The exemption does not apply where, although a deed is expressed to be a deed of variation, its terms actually provide for the express surrender of the existing lease and the grant of a new lease in substitution for it. See sections 2.1.1 and 3.2 of Practice Guide 28 – *Extension of leases* for further information.

3.2.2 Certificate required where exception claimed

If you are claiming that your lease falls within one of the exceptions listed in section 3.2.1 *Leases that do not have to contain prescribed clauses*, you must include a certificate by a conveyancer (or some other satisfactory evidence) with your application that sets out why you claim that the lease is not a prescribed clauses lease⁵. If you do not do this, we will be unable to accept your application (see section 6 *Defective applications*).

It is important that you make this claim and lodge the appropriate evidence where your lease falls within one of the exceptions, so that Land Registry is aware of this fact. Also, where an excepted lease contains the prescribed clauses, Land Registry will need to consider the application for registration of the lease on the basis set out in section 3.2.3 *Treatment of excepted leases containing prescribed clauses*.

3.2.3 Treatment of excepted leases containing prescribed clauses

If you use prescribed clauses in a lease falling within one of the exceptions listed in section 3.2.1 *Leases that do not have to contain prescribed clauses*, we will not just rely on those clauses to complete registration. This is because r.72A(2), LRR 2003 places Land Registry under an obligation, on completion of the registration of an excepted lease, to make entries in the register in respect of matters which are of the nature referred to in clauses LR9, LR10, LR11 and LR12, when appropriate. In these cases we will also check the lease for any prohibition or restriction on disposal and make an entry as required by r.6(2), LRR 2003.

In these cases you can still use clause LR13 to apply for the registration of a standard form of restriction.

However, we are not obliged to make any entries in respect of matters which are of the nature referred to in clauses LR9, LR10 or LR11 or a restriction referred to in clause LR13 which may affect registered titles other than that relating to the demised land or out of which the lease is granted unless the title number(s) are given in panel 2 of the AP1 or a specific application (form AP1,

5 R.58A(2), LRR 2003.

RX1, AN1 or UN1 as appropriate)⁶ is made.

3.3 Voluntary use of prescribed clauses in applications for first registration

You can prepare a new lease that is subject to first registration using the prescribed clauses. However, this is not compulsory.

In completing an application for first registration, Land Registry must examine the unregistered title and enter in the register a notice of the burden of any interest that appears from this examination to affect the registered estate⁷, including relevant matters contained in a lease. Therefore, we will continue to examine, as usual, the contents of such a lease, rather than relying solely on the contents of the prescribed clauses.

If you make an application for first registration using the prescribed clauses we will accept an application for entry of a standard restriction made in clause LR13, no RX1 is required in these circumstances (see section 7.13 LR13).

3.4 Where should the prescribed clauses appear in a lease?

The prescribed clauses must appear at the front of the lease. When the lease contains a front sheet, the prescribed clauses may appear immediately after that front sheet.

R.58A(4), LRR 2003 defines a 'front sheet' as "a front cover sheet, or a contents sheet if it is at the lease's beginning, or a front cover sheet and contents sheet where the contents sheet is immediately after the front cover sheet, and a 'contents sheet' means a contents sheet or index sheet (in each case, however described) or both".

4 Introduction of changes and important dates for registrable leases of land

For registrable leases of land, the amendments to the LRR 2003 have been implemented in two stages as set out in this guide.

4.1 Voluntary period

The prescribed clauses could be used voluntarily in applications submitted from 9 January 2006 up to and including 18 June 2006 (the voluntary period) for registration of the leases described in section 3.1 *What leases must contain the prescribed clauses*.

Where a lease granted on or before 18 June 2006 containing the prescribed clauses is submitted for registration after that date we will accept it. We will also accept a lease granted on or before 18 June 2006 which does not contain the prescribed clauses.

For details of our treatment of any lease containing the prescribed clauses granted before 9 January 2006, see section 4.2 *Use of prescribed clauses in leases granted before the voluntary period*.

We will no longer be providing feedback on the use of the prescribed clauses in leases granted during the voluntary period.

4.1.1 Additional application forms required for leases granted during the voluntary period

When a lease granted during the voluntary period is lodged for registration, Land Registry will consider the contents of the whole lease, rather than relying solely on the prescribed clauses. However, if you use the prescribed clauses, we will accept an application for entry of a standard restriction⁸ made in clause LR13⁹ (see section 7 LR13) instead of form RX1.

6 R.72A(4)(b), LRR 2003.

7 R.35(1), LRR 2003.

8 Standard forms of restriction are listed in Schedule 4, LRR 2003.

9 R.92(7)(d), LRR 2003.

Those sections of the rules that require us to make entries arising from matters contained or referred to in clauses LR9, LR10 and LR11 apply only to prescribed clauses leases granted on or after 19 June 2006 (ie during the compulsory period).¹⁰ For leases granted during the voluntary period, if you wish an entry to be made in the register in respect of matters (other than easements) contained or referred to in those prescribed clauses, you must continue either:

- to refer to them on the form AP1 lodged with the lease, or
- to apply using the appropriate form of application (AP1, AN1 or UN1 as the case may be).

You need only make a specific application (AP1, AN1 or UN1 as the case may be) in respect of an easement when it affects registered titles other than the landlord's title revealed in clause LR2.1 or the land in the lease. Please also complete clause LR2.2 with any such title numbers (see section 7.2.2 LR2.2).

4.2 Use of prescribed clauses in leases granted before the voluntary period

As there is no prescribed form of registrable lease, we will accept applications for the registration of any lease where the prescribed clauses are used in such a lease granted before 9 January 2006. Additional application forms may be required – see section 4.1.1 *Additional application forms required for leases granted during the voluntary period*, which also applies to leases granted before the voluntary period.

However, you must bear in mind that you will not be able to apply for the entry of a standard form of restriction using clause LR13 – we will still require a form RX1.

4.3 Commencement of compulsory period

Any lease granted on or after 19 June 2006 falling within the definition of a prescribed clauses lease in section 3.1 *What leases must contain the prescribed clauses?* must contain the prescribed clauses (subject to the exceptions referred to in section 3.2 *Exceptions to the general requirement*).

5 General points on completion of prescribed clauses

5.1 Are prescribed clauses a separate document?

No. The prescribed clauses set out in Schedule 1A, LRR 2003 are an integral part of the document and must form part of the bound and executed lease. The counterpart lease must also contain the prescribed clauses.

5.2 Are the prescribed clauses a Land Registry application form?

No. As mentioned in section 5.1 *Are prescribed clauses a separate document?* the prescribed clauses are an integral part of the lease. You may, however, use clause LR13 to request the entry of a standard form of restriction. Additionally, we will, where appropriate, make entries in the register of the matters contained or referred to in clauses LR8, LR9, LR10, LR11, LR12 and LR14 for which, in some cases, a separate application would otherwise be required. You will still need to lodge either form FR1 or AP1, as appropriate, to register prescribed clauses leases.

A prescribed clause lease is not one of the Land Registry application forms listed in Schedule 1, LRR 2003 and is not, therefore, subject to the requirements regarding font, ruling and point size set out in rr.210 and 211, LRR 2003. However, we would expect the prescribed clauses to be as legible as other parts of the lease.

¹⁰ R.72A, LRR 2003.

5.3 Must the prescribed clauses be presented exactly as shown in Schedule 1A to the rules?

No. Although Schedule 1A, LRR 2003 presents the prescribed clauses in the form of a table, you are only obliged to include the text of the clauses in a prescribed clauses lease. You may omit any or all of the lines in order to make the prescribed information fit more easily with the layout of the rest of the lease. It is acceptable for side headings in the table to appear as normal headings if you choose to present the information without table lines.

5.4 What can I omit from the prescribed clauses?

Generally, you may omit or delete:

- all words in text that is italicised, or bold and italicised (for example, “*Title number(s) out of which this lease is granted. Leave blank if not registered.*”)
- inapplicable wording where a clause provides more than one option (for example, “This lease does not contain a provision that prohibits or restricts dispositions.

OR

This lease contains a provision that prohibits or restricts dispositions.”)

You must not omit either:

- the numbered headings (for example, “LR9. RIGHTS OF ACQUISITION OR TERMINATION”), or
- sub-headings (for example, “**LR9.2 Tenant’s covenant to (or offer to) surrender this lease**”) from your lease, even where the remainder of the lease contains no information that would require you to complete them.

If you have no information to place in a prescribed clause, you may either:

- insert ‘None’, or
- leave it blank.

5.5 Can I omit a prescribed clause where it is not relevant?

You may only omit or delete the whole of:

- clause LR13 (where you are not making an application for the registration of a standard restriction)
- clause LR14 (where the tenant is one person).

NB: If you omit clause LR13 but include clause LR14, do **not** re-number clause LR14. You may find it easier to simply include both clauses and insert ‘None’.

Section 10 Appendix A – Guide to completing prescribed clauses: Text that must be included contains further guidance.

5.6 How should I set out the information required?

5.6.1. General guidance

Each prescribed clause contains instructions in italic text indicating how you should complete the information requested.

Some prescribed clauses require you to make one statement from a number of options (for example, clause LR14). Where this is the case, you may either omit or delete the inappropriate wording.

Other prescribed clauses require you to insert information regarding the contents of the lease. In this case, you may generally either:

- set out the information in full, or
- cross-refer to the relevant clause, schedule or paragraph of a schedule of the body of the lease that contains the information.

NB1: Some prescribed clauses specify the precise method of completion. In those cases, the instructions in italics will tell you how to complete them.

Detailed information on how to complete each prescribed clause appears in section 7 *The prescribed clauses*.

NB2: You should not combine alternative methods of completion of a

prescribed clause. For example, in clause LR4, you should either set out a full description of the property leased **or** refer to the relevant part of the body of the lease which contains such a description - you should not set out a partial description of the property in clause LR4 and then also cross-refer to a part of the body of the lease containing a further description. However, a simple reference to the property address in clause LR4 combined with a reference to a more detailed description in the relevant part of the body of the lease will be acceptable.

NB3: You should not amend the headings of the prescribed clauses, even if different terms or definitions are used in the remainder of the lease - in this event you may include a cross reference to the term or definition used in the remainder of the lease, if this will avoid confusion.

NB4: Where 'defined' words or expressions are being used in the prescribed clauses, this should be made apparent or a reference to the relevant definition clause in the body of the lease should be included within the prescribed clauses.

5.6.2. Cross references to other parts of the lease or to incorporated documents

Where you have the option to cross-refer to clauses within the lease, you must ensure that you refer precisely to all relevant clauses. Please do not make general reference to either:

- 'All such matters in the lease', or
- the contents of a numbered page (unless no other form of description is appropriate).

Where the lease contains two or more provisions that are relevant to the prescribed clauses, you should include in the prescribed clauses a cross reference to all of the relevant provisions.

Wherever possible, you should avoid using long 'chains' of cross references when completing the prescribed clauses, unless it is necessary for clarity or to reduce the scope for misinterpretation of the lease. For example, if a prescribed clause refers to a particular provision in the body of the lease and that provision in turn refers to other provisions in the lease, it should not normally be necessary to specifically refer to those other provisions in the prescribed clause.

You may, if necessary, refer in a prescribed clauses lease to provisions contained in an incorporated document. This may be the case, for example, where the terms of the lease are granted by reference to the terms of an existing lease of the property; or where an underlease incorporates the terms of the headlease by reference. In such a case:

- a certified copy of the incorporated document should ideally be attached to the lease or lodged with the application for registration
- it must be clear from the prescribed clauses which document is being referred to
- if the lease and the incorporated document both contain provisions that need to be included in the prescribed clauses, you should refer to both in those clauses.

5.7 What happens if I make an error in completing a prescribed clause?

It is vitally important that you take care in completing the prescribed clauses. Land Registry will complete registration of a prescribed clauses lease based solely on the information provided in them.

The consequences of providing incorrect or incomplete information regarding the contents of the lease are considered in more detail in section 7 *The prescribed clauses*. In addition, section 8 *Omissions from and amendments to prescribed clauses lease* and section 11 *Appendix B – Guidance note on difficulties that may arise when preparing prescribed clauses leases* set out our requirements where we have completed an application based on

either incorrect or incomplete information in a prescribed clause.

5.8 What if I am unsure whether a provision should appear in a prescribed clause?

If you are uncertain as to whether a provision of a lease should be included in a prescribed clause or not you should include it.

We will examine the provisions of the lease to which you refer in the clauses and only make entries where appropriate. Any matters referred to or set out in the prescribed clauses that are not capable of registration or noting will not appear in the register.

6 Defective applications

Practice Guide 49 – *Return and rejection of applications for registration* sets out the general criteria under which Land Registry will reject applications for registration that are substantially defective¹¹. The requirements set out in that guide apply equally to prescribed clauses leases.

Additionally, applications for the registration of prescribed clauses leases (ie those referred to in section 3.1 *Which leases must contain the prescribed clauses?*) granted on or after 19 June 2006 will be rejected where either:

- they are not drawn up in the correct manner, or
- any of clauses LR 2.1, LR3, LR4, or LR6 have not been completed.

NB: The rejection criteria above that specifically apply to prescribed clauses leases do not apply to any lease where use of the prescribed clauses is not compulsory.

Also, applications for the registration of leases which do not have to contain the prescribed clauses (ie those referred to in section 3.2.1 *Leases that do not have to contain prescribed clauses*) will be rejected where the appropriate certificate or other satisfactory evidence referred to in section 3.2.2 *Certificate required where exception claimed* is not lodged.

7 The prescribed clauses

7.1 LR1

LR1.Date of lease

Complete clause LR1 with the date of the lease. It would be helpful if you do so in the form of for example, '25 June 2006' as this is the format in which Land Registry records such dates.

7.2 LR2

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered.

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

11 R.16(3), LRR 2003.
12 R.38(1), LRR 2003.

7.2.1 LR2.1

Complete clause LR2.1 with the title number(s) of the property of the landlord out of which the lease is granted.

If the prescribed clauses lease is granted between a trigger to first registration of the reversion and its lodgement, no title number(s) is required¹². The same applies to a lease using the prescribed clauses lodged as part of an application for first registration.

Otherwise, if you do not complete this panel with the relevant title number(s), we will be unable to accept your application where use of the prescribed clauses is compulsory (see section 6 *Defective applications*).

7.2.2 LR2.2

Complete clause LR2.2 with any title numbers (other than the landlord's title(s) already given in LR2.1) against which you are applying to make entries of matters referred to in clauses LR9, LR10, LR11 and LR13.

If you do not complete this panel correctly, we are not obliged to make an entry of the matters contained or referred to in those clauses unless you make a separate application in respect of them¹³. Where the separate application is made in form AP1 and is for the grant or reservation of an easement, you must specify the particular clause, schedule or paragraph of a schedule in the lease where the easement is contained¹⁴.

7.3 LR3

LR3. Parties to this lease

Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and if appropriate, the registered number in the United Kingdom including any prefix.

Landlord

Tenant

Other parties

Specify capacity of each party, for example "management company", "guarantor", etc.

Complete clause LR3 with the full names and addresses of the landlord, tenant and (where applicable) any other parties to the lease. You must set out the parties in full in this clause. Do **not** refer to descriptions elsewhere in the lease.

Do not amend the headings of 'Landlord' and 'Tenant', even if this is not how the parties are described in the remainder of the lease – in this event you may include a cross reference to the description in the remainder of the lease, if this will avoid confusion.

If any of the parties is a company or limited liability partnership, quote the registration number and/or the territory of incorporation as instructed in the italic text.

If there are other parties (such as a management company or guarantor), give their full names, addresses, capacity in which they are a party to the lease and company registration details (as above) under the heading 'Other parties'. If the only parties to the lease are the landlord and tenant, you may omit or delete the 'Other parties' heading.

If you do not complete this panel, we will be unable to accept your application where use of the prescribed clauses is compulsory (see section 6 *Defective applications*).

¹³ R.72A(4), LRR 2003.

¹⁴ R.72A(5), LRR 2003.

7.4 LR4

LR4. Property

Insert a full description of the land being leased

or

Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

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.

7.4.1 General points regarding completion of clause LR4

Complete clause LR4 with either:

- a full description of the property leased, or
- a reference to the clause, schedule or paragraph of a schedule in the body of the lease that describes the land demised.

Where the property description is being set out in clause LR4, the description should include the full postal address where available (including the postcode). The description should also include reference to any plan attached to the lease.

If there is any conflict between the details given in this clause and those referred to elsewhere in the lease, we will complete registration of the lease based solely on the information provided in clause LR4.

If you do not complete this panel, we will be unable to accept your application where use of the prescribed clauses is compulsory (see section 6 *Defective applications*).

NB: The requirement for a plan in any prescribed clauses lease affecting part of the land in a registered title is a change to the general circumstances in which a lease must include a plan showing the land leased. For further details, see Practice Guide 40 – *Land Registry plans*. Please also remember that if the plan attached to the lease is insufficient, we will be unable to accept your application – please see Practice Guide 49 – *Return and rejection of applications for registration*.

7.4.2 Physical exceptions from the property leased

A lease sometimes contains a physical exception of certain interests from the estate demised. Examples of interests that may be excepted in this way are:

- mines and minerals
- timber and trees
- items of archeological or historical interest
- mineral or hot water springs
- stream beds
- roads
- rides.

Complete clause LR4 with details of any such exception.

7.5 LR5

LR5. Prescribed statements etc.

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

LR5.2 This lease is made under, or by reference to, provisions of:
Leasehold Reform Act 1967
Housing Act 1985
Housing Act 1988
Housing Act 1996

7.5.1 LR5.1

Clause LR5.1 requests details of any statement required under statute, the precise wording of which is set out in rr.179, 180 or 196, LRR 2003. Details of these statements are required in either:

- a lease in favour of a charity¹⁵
- a lease by a charity¹⁶, or
- a lease granted under the provisions of the Leasehold Reform, Housing and Urban Development Act 1993¹⁷.

You can find further details of the circumstances in which the required statements must be given (and their form) in:

- Practice Guide 14 – *Charities*
- Practice Guide 27 – *Leasehold reform legislation*.

Where one of these statements is required, you must either:

- give the statement in full in clause LR5.1, or
- refer to the clause, schedule or paragraph of a schedule in the body of the lease that contains the statement in full.

7.5.2 LR5.2

7.5.2.1 General points regarding completion of clause LR5.2

If a lease is made under, or by reference to, the provisions of any of the following Acts it affects the way in which Land Registry must deal with the application:

- Leasehold Reform Act 1967
- Housing Act 1985
- Housing Act 1988
- Housing Act 1996.

If a lease is not made under, or by reference to the provisions of one of those Acts, omit or delete all of them.

Where a lease is made pursuant to one of those Acts, leave the reference to that Act in and omit or delete those that do not apply. You need only refer to the Act by name – do not refer to the individual section(s) or schedule(s) that apply to the lease. We will examine the lease to establish precisely which provisions of the Act affect the disposition and take the appropriate action.

7.5.2.2 Background information

A frequent example of a lease made by, or under the terms of, one of the Acts listed in clause LR5.2 is a right to buy lease made under the provisions of the

15 Statement required by s.37(5), Charities Act 1993, in the form prescribed by r.179, LRR 2003.

16 Statement required by s.37(1), Charities Act 1993, in the form prescribed by r.180, LRR 2003.

17 Statement required by s.57(11), Leasehold Reform, Housing and Urban Development Act 1993 required in any new lease granted under s.56 thereof, in the form prescribed by r.196(2), LRR 2003.

Housing Act 1985 (HA 1985). Such a lease will contain the following matters that require entry in the register:

- the statutory easements referred to in paragraph 2 of Schedule 6, HA 1985 (unless specifically excepted)
- a covenant by the tenant to repay the discount given under the right to buy if they dispose of the property within a certain period of time. This covenant is known as a discount charge and takes effect as a legal charge on the property.

The HA 1985 obliges Land Registry to make entries in the tenant's register of both of these provisions, without application from the tenant. Public sector landlords draw up their own precedent documents for disposals under the HA 1985, which means that there is no standard layout for such leases. Currently, such a lease may refer to any or all of the following parts of the HA 1985 in any part of the lease, making accurate identification difficult:

- Section 156
- Part V
- Sections 118 – 188, or
- Schedule 6.

Requesting a reference to the legislation as part of the prescribed clauses will make identification of the application more straightforward for Land Registry staff and ensure that the correct entries appear in the register.

7.6 LR6

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

From and including

To and including

OR

The term as specified in this lease at clause/schedule/paragraph

OR

The term is as follows:

Clause LR6 requests details of the term for which the land referred to in clause LR4 is demised. Complete the appropriate statement from the three shown.

We appreciate that the terms of some leases do not take a “from... to...” format. The second and third options of clause LR6 in particular are intended to allow sufficient flexibility to deal with any types of term that may arise.

Describe the term of the lease by either:

- giving details of the start and end dates of the term (for straightforward terms)
- referring to the clause, schedule or paragraph of a schedule in the lease containing details of the term, or
- setting out details of the term in full in this clause.

If you do not complete this panel, we will be unable to accept your application where use of the prescribed clauses is compulsory (see section 6 *Defective applications*).

7.7 LR7

LR7. Premium

*Specify the total premium,
inclusive of any VAT where payable.*

7.7.1 General points regarding completion of clause LR7

Complete clause LR7 with details of any premium paid. Do not refer to the clause, schedule or paragraph in the body of the lease that contains this information.

If no premium is being paid, either insert “None” or leave this clause blank.

Where the premium includes an element of VAT, include this in the figure by stating for example, “£100,000 plus VAT of £17,500” or “£117,500 inclusive of VAT”. Do not simply refer to VAT generally for example, “£100,000 plus VAT”.

In the absence of evidence in the lease, or other papers lodged, that VAT was payable, Land Registry will assume that the consideration or premium and rent quoted in a deed includes any VAT element payable.

7.7.1.1 Background information

Under the Value Added Tax Act 1994, VAT at the standard rate is payable in respect of certain commercial property transactions involving land.

Land Registry will assess the fees on the VAT inclusive sum and use the information in clause LR7 to make an entry in the register of the price paid. For more information about the entry of price paid data in the register, see Practice Guide 7 – *Entry of price paid or value stated in the register*.

7.8 LR8

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

*Do **not** set out here the wording of the provision.*

This lease does not contain a provision that prohibits or restricts dispositions.

OR

This lease contains a provision that prohibits or restricts dispositions.

Clause LR8 requests information (in general terms only) about whether the lease contains any prohibition or restriction on disposal by the tenant. Delete or omit the inappropriate wording in this clause.

Land Registry will make an entry in the register where clause LR8 is completed with the second of the two options¹⁸. Do not set out in full or refer to the relevant clause(s) in the lease containing the prohibition or restriction, as the form of entry in the register is not dependent on the wording of the lease.

If you do not complete this clause correctly (ie including or omitting both statements) Land Registry will not make an entry of the restraint on disposal unless you make a separate application in form AP1¹⁹. If you do apply separately in form AP1, you must state the particular clause, schedule or paragraph of a schedule where the restraint on disposal is contained in the lease²⁰.

18 R.6(2), LRR 2003.
19 R.72A(3), LRR 2003.
20 R.72A(5), LRR 2003.

7.9 LR9

LR9. Rights of acquisition etc.

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

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

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

7.9.1 LR9.1

Complete clause LR9.1 with details of any contractual rights in favour of the tenant to either:

- renew this lease
- acquire the reversion
- acquire another lease of the property, or
- acquire an interest in other land.

You may either:

- set out the full text of the relevant provision, or
- refer to the clause, schedule or paragraph of a schedule in the body of the lease that contains the option or right.

If any rights or options in favour of the tenant affect title numbers other than the landlord's title mentioned in clause LR2.1, Land Registry is only obliged to make an entry of the interest where you list these additional title(s) in clause LR2.2²¹.

If you do not complete this clause Land Registry is not obliged to make an entry of the interest unless you make a separate application in form AN1 or UN1²².

7.9.2 LR9.2

A lease may contain a covenant or obligation by the tenant to surrender (or to offer to surrender) the lease to the landlord in particular circumstances for example, before assigning the lease. Such a provision may constitute an estate contract (even though no payment may be made for the surrender) and therefore an interest affecting the leasehold estate (*Greene v Church Commissioners [1974] Ch 457*).

Land Registry will record the existence of such an interest by making the following note to the particulars of the lease in the tenant's title:

"NOTE: The lessee is under an obligation to [offer to] surrender the lease in the circumstances therein mentioned."

Complete clause LR9.2 with details of any:

- covenant by the tenant to surrender the lease, or
- covenant by the tenant to offer to surrender the lease.

You may either:

- set out the full text of the relevant provision, or
- refer to the clause, schedule or paragraph of a schedule in the body of the lease that contains the covenant.

21 R.72A(4)(a), LRR 2003.
22 R.72A(3), LRR 2003.

If you do not complete this clause Land Registry is not obliged to make an entry of the interest unless you make a separate application in form AN1 or UN1²³.

NB: Land Registry will not make any entry in respect of any such covenant forming part of a 'frustration' clause which includes a requirement as to service of notice.

7.9.3 LR9.3

Complete clause LR9.3 with details of any contractual right on the part of the landlord to acquire the lease. An example of such a right would be a right of pre-emption (ie a right of first refusal on the part of the landlord, should the tenant decide to sell the leasehold title).

Land Registry will record the existence of such an interest by making the following note to the particulars of the lease in the tenant's title:

"NOTE: The lease contains a right of pre-emption."

You may either:

- set out the full text of the relevant provision, or
- refer to the clause, schedule or paragraph of a schedule in the body of the lease that contains the option or right.

If you do not complete this clause Land Registry is not obliged to make an entry of the interest unless you make a separate application in form AN1 or UN1²⁴.

7.10 LR10

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

Complete clause LR10 with details of any restrictive covenants in the lease that bind land owned by the landlord, **other than** the reversionary interest in the property described in clause LR4.

You may either:

- set out the full text of the covenants, or
- refer to the clause, schedule or paragraph of a schedule in the body of the lease that contains those covenants.

If you do not complete this clause Land Registry is not obliged to make a separate entry of the covenants unless you make a separate application in form AN1 or UN1²⁵.

If any restrictive covenants bind land in registered titles other than the landlord's title(s) mentioned in clause LR2.1, Land Registry is only obliged to make an entry of the interest where you list these additional title(s) in clause LR2.2²⁶.

23 R.72A(3), LRR 2003.

24 R.72A(3), LRR 2003.

25 R.72A(3), LRR 2003.

26 R.72A(4)(a), LRR 2003.

NB: You should not refer in clause LR10 to:

- personal covenants
- restrictive covenants entered into by the tenant
- restrictive covenants entered into by the landlord so far as relating only to the reversionary interest in the property described in clause LR4.

7.11 LR11

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property

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

7.11.1 Important change in practice

Please note that the requirements and practice set out below represent an important change in the way that Land Registry deals with easements contained in leases (ie prescribed clauses leases).

It is now your responsibility to complete clause LR11 correctly to refer to all easements in the lease that benefit the property and to which the property is subject. Unless you make a separate application, any easements in the lease that are not referred to in this prescribed clause:

- will not be completed by registration
- will not appear in the register of affected titles.

7.11.2 General points regarding completion of clause LR11

You must complete this clause by referring to the clause, schedule or paragraph of a schedule in the lease that contains the easements – do not set out the easements in full. This is because easements contained in leases are normally lengthy and we want to reduce the risk of error that would be associated with setting them out in full here.

7.11.3 LR11.1

Complete clause LR11.1 with details of easements contained in the lease for the benefit of the tenant's property.

Easements contained in the lease for the benefit of the Property are a registrable disposition²⁷ and do not take effect at law until completed by registration. If you do not complete this clause Land Registry is not obliged to complete the easements by registration unless you make a separate application on form AP1²⁸. Where you do apply separately, you must specify on the form AP1 the particular clause, schedule or paragraph of a schedule in the lease where the easement is contained²⁹.

If any easements that benefit the tenant's property burden land in title numbers other than the landlord's title(s) mentioned in clause LR2.1, the easement will not operate at law until the registration requirements have been met, which means the burden must be noted in the appropriate register and the benefit entered in the leasehold register³⁰. Land Registry is only obliged to complete the easements by registration by entering notice in the burdened register when you list these additional title number(s) in clause LR2.2³¹ or make a separate application in form AP1. If we do not enter notice of the easement in the register of the burdened land we will not include the easement in the new leasehold title.

27 S.27(2)(d), LRA 2002.

28 R.72A(3), LRR 2003.

29 R.72A(5), LRR 2003.

30 S.27(1) and Schedule 2, LRA 2002.

31 R.72A(4)(a), LRR 2003.

7.11.4 LR11.2

Complete clause LR11.2 with details of any easements granted or reserved over the land demised for the benefit of other land.

This includes easements:

- reserved to benefit land contained in the registered title(s) of the landlord out of which the lease was granted
- reserved to benefit land contained in other registered titles, of which the landlord is the registered proprietor
- granted or reserved to benefit land in a registered title of which a third party (for example, a management company) is proprietor
- granted or reserved to benefit unregistered land.

If you do not complete this clause, Land Registry is not obliged to complete the easements by registration unless separate application is made on form AP1³². Where you do apply separately, you must specify on the form AP1 the particular clause, schedule or paragraph of a schedule in the lease where the easement is contained³³.

Where the easements reserved benefit only the landlord's title(s) referred to in clause LR2.1, no further action is needed. Land Registry will automatically enter notice of the burden of the easements reserved in the new leasehold register and refer to them in the landlord's register when the lease is noted.

Where the easements benefit other registered titles, Land Registry is only obliged to complete the easements by registration when you enter the title numbers in clause LR2.2³⁴. If you do not do so Land Registry will enter notice of the burden of the easement in the leasehold register but will make no entry in the register of the benefiting land.

In this situation a separate application in form AP1 to enter the benefit of the easement in the appropriate register is needed to meet the registration requirements. If you apply separately, you must specify on the form AP1 the particular clause, schedule or paragraph of a schedule in the lease where the easement is contained. The easement will not take effect at law until this application is made.

7.12 LR12

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

Please note that the term 'Estate Rentcharge', as used in clause LR12, means a rentcharge as defined in s.1(2)(b), Law of Property Act 1925.

Complete clause LR12 with details of any estate rentcharge created by the lease.

You must complete this clause by referring to the clause, schedule or paragraph of a schedule in the lease that contains the estate rentcharge – do not set out the provisions in full.

NB: Do **not** refer in this clause to the rent(s) reserved by the lease, as such detail does not form part of the information required by the prescribed clauses.

If you do not complete this clause Land Registry is not obliged to make an

32 R.72A(3), LRR 2003.
33 R.72A(5), LRR 2003.
34 R.72A(4)(a), LRR 2003.

entry as to the burden of the rentcharge unless you make a separate application in form AN1 or UN1³⁵. We will not in any event substantively register the rentcharge unless specific application is made in form AP1.

7.13 LR13

LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered.

If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]

7.13.1 Standard restrictions only allowed

Use clause LR13 to make an application for the registration of a standard restriction³⁶. You do not have to complete form RX1 as well. However, if you do not complete this clause Land Registry is not obliged to enter a restriction on the register unless you make a separate application³⁷ in form RX1³⁸.

If the required restriction is not a standard one:

- do not refer to it in this clause
- submit a completed form RX1 with your application.

7.13.2 General points regarding completion of clause LR13

You may only alter the wording that appears in brackets. The words of application must always commence “The Parties to this lease apply to enter the following form of standard restriction ...” Additionally, because we are always prepared to accept that the parties have executed both the original and counterpart lease, there is no need to submit the counterpart document when applying for the entry of a restriction against the tenant’s title.

Complete the initial words of application in this clause (starting, “The Parties...”) with the title number against which you wish to register the restriction. Delete the inappropriate one of the options offered. If the restriction is not for entry against the title number allotted to the land leased, complete the second option with the title against which it is to be entered.

If the restriction affects title numbers other than that allocated to the demised property referred to in clause LR4 or the landlord’s title(s) mentioned in clause LR2.1, Land Registry is not obliged to make an entry of the restriction unless you list these additional title(s) in clause LR2.2³⁹.

Enter the full text of the restriction, including any infills required. You must not:

- refer to the clause, schedule or paragraph of a schedule of a lease that contains the restriction, or
- refer to the restriction by its letter in Schedule 4 to the LRR 2003 (for example, ‘Form A’, ‘Form N’ etc).

7.13.3 Restriction affects part only of a registered title

Unlike panel 3 of form RX1, prescribed clause LR13 does not allow the

35 R.72A(3), LRR 2003.

36 Standard forms of restriction are listed in Schedule 4, LRR 2003.

37 R.72A(3), LRR 2003.

38 R.92(1), LRR 2003.

39 R.72A(4)(a), LRR 2003.

applicant to specify where only part of a registered title is affected by a restriction. However, you may use clause LR13 to apply to register a standard restriction against part only of a title as long as you clearly define what part of the title is affected.

If the restriction affects only part of a title, you must incorporate a description of the affected part within the wording of the restriction along the lines set out below⁴⁰. As long as the wording is sufficient to identify the part of the title intended to be affected by the restriction, we will accept it. The description may take the form of either:

- a verbal description (for example, “No disposition of [**the part of**] the registered estate [**known as 22 Smith Street**] by the proprietor of the registered estate is to be registered ...”), or
- a reference to the plan attached to the lease (for example, “No disposition of [**the part of**] the registered estate [**shown edged blue on the plan to the lease**] by the proprietor of the registered estate is to be registered ...”).

Please note that we will only accept a verbal description of the property (eg *22 Smith Street*) where the precise extent of that property can be clearly identified on the Ordnance Survey map.

7.13.4 More than one restriction required

You may wish to apply for more than one standard form of restriction in the lease. If so, repeat the initial words of application (ie “The Parties to this lease apply to enter the following standard form of restriction”) after the text of the first restriction and complete the rest of the wording as instructed above.

7.13.5 Limits on use of clause LR13

Clause LR13 does not contain the full wording of form RX1. There are, therefore, limits on the use of clause LR13.

In particular, additional evidence may be required to register a restriction in some cases. Clause LR13 does not provide for the applicant to supply additional evidence of entitlement to register a restriction. These situations are dealt with in Practice Guide *19 – Notices, restrictions and the protection of third party interests in the register – 4.4.3 Applications made without the co-operation of the relevant proprietor – the need to show a sufficient interest* and *4.5.3 Information that must accompany the application*.

These applications are likely to be uncommon in the registration of prescribed clauses leases. However, where additional evidence is required, you must provide a statement following the wording of the appropriate panel on form RX1 and either:

- the necessary evidence from that referred to in panel 8 of form RX1, or (where appropriate)
- a certificate that you hold the additional evidence.

7.13.6 Obligation to enter restriction under statute

Land Registry is sometimes obliged to enter restrictions in the register without any request⁴¹. Full details of the circumstances in which we make such an entry are set out in Practice Guide *19 – Notices, restrictions and the protection of third party interests in the register – 4.2.2 Where we are obliged to enter a restriction*.

There is no requirement for you to complete prescribed clause LR13 in order to enter such a restriction. We will identify when these restrictions are appropriate.

40 R.91A(1), LRR 2003.

41 R.95, LRR 2003.

7.14 LR14

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

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

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

OR

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

OR

The Tenant is more than one person. They are to hold the Property on trust *Complete as necessary*

7.14.1 General points regarding the completion of clause LR14

Complete clause LR14 with the appropriate declaration of trust where the tenant named in clause LR3 is more than one person or body.

If the lease is in favour of one tenant only, you may either:

- omit or delete all the alternative forms of wording, or
- omit or delete clause LR14 entirely.

This declaration of trust relates to the original tenants named in clause LR3 only.

You can find information regarding the effect of these statements, and the entries in the register that may arise from them, in Practice Guide 24 – *Private trusts of land*.

7.14.2 Sole proprietor – entry of form A restriction

You may wish to reflect the existence of a trust by the entry of a restriction in form A against a sole proprietor. If so, you should apply for it using clause LR13.

For further details and examples of where such a restriction may be required, see Practice Guide 24 – *Private trusts of land* – 9.3 *Bare trusts*.

8 Omissions from and amendments to prescribed clauses leases

The information in this section applies only to prescribed clauses leases granted on or after 19 June 2006.

8.1 General information regarding omissions and amendments

One or more of the prescribed clauses may either:

- not have been completed
- have been completed incorrectly, or
- conflict with a provision elsewhere in the lease.

Where the error or conflict results in us either making an entry you do not feel is correct, or omitting an entry from the register, you may wish to make a separate application to amend the register.

Depending on their nature, omissions, errors and discrepancies in the prescribed clauses can be resolved by either:

- an additional application
- an amendment under paragraph 6(e) of Schedule 10, LRA 2002 and r.130, LRR 2003, or
- a deed of rectification.

You may apply either:

- when lodging the lease for registration
- while the lease is in the process of registration, or
- after registration has been completed.

Section 11 Appendix B – Guidance note on difficulties that may arise when preparing prescribed clauses leases provides further guidance.

8.2 Additional application for an entry in a register

Where an error or omission in the completion of clauses LR2.2 or LR8 to LR14 inclusive has resulted in the omission of an entry, you must make an additional application. You must not alter the prescribed clauses yourself after registration or ask us to amend them and make the appropriate entry.

The application must be made using the appropriate application form (see *section 11 Appendix B – Guidance note on difficulties that may arise when preparing prescribed clauses leases*).

If you prepare a deed of rectification (see *section 8.4 Deed of rectification of a lease*), you must submit the appropriate application form.

Where you must apply using form AP1 and the application to make the entry is being made at the same time as the lease is being registered, the request should be included in panel 4 of that application form.

Applications for entries in respect of restraints on disposal or grants of easements must specify the particular clause or schedule containing the restraint or easement in panel 4 of form AP1.

If the additional application is made after the application to register the lease has been completed, the appropriate fee under the current Land Registration Fee Order must be paid.

You must provide any consents or certificates required to comply with any restrictions entered in the register and where appropriate (for example, in the case of the grant of easements) the consent of any chargee, unless these were provided when the lease was registered.

NB: If a restriction has been entered or an entry made after the lease was registered, but before the additional application is received, any consent etc required by that restriction or entry must be provided.

8.3 Amendment to the lease itself

Before registration is completed the parties to the lease may amend it to correct any errors or omissions in either the prescribed clauses, the body of the lease or any plan. These amendments should be made in the normal way and if necessary the lease should be re-executed.

Once the lease has been registered the parties must not amend it themselves. Land Registry can make limited amendments to correct clerical errors either

before or after registration is completed. However, these amendments will be confined to:

- amendments to correct discrepancies in names
- small amendments to the prescribed clauses or other clauses in a lease to make them agree where information appears twice in a lease and there has been a copying error (for example, the date of the lease or the amount of premium).

In other situations (or where there has been a substantial copying error) Land Registry will not amend the lease:

- If the lease has not been registered we will return it to the applicant so the parties can consider amending the lease.
- Where we have already completed registration, we will refuse such a request and invite the applicant to make an additional application or prepare a deed of rectification (if an additional application will not remedy the defect) and apply for registration of the deed.

8.4 Deed of rectification of a lease

The prescribed clauses are an integral part of the lease and can be rectified in the same manner as any other clause. However, in most cases a deed of rectification should not be necessary. Where an error or omission in the prescribed clauses has resulted in an entry being omitted from the register, only an application to include the omitted entry is needed. The lease itself need not be rectified.

Most deeds of rectification will probably relate to the extent demised either because there is a discrepancy between clause LR4 and a description of the demised property elsewhere in the lease or the land demised in clause LR4 does not reflect that agreed to be demised in a prior agreement.

9 Enquiries and suggestions

If you have a particular concern that is not covered by this guide, please contact Land Registry in advance of the transaction – see the *Contact details* panel on the front cover of this guide. If the transaction is particularly complex, it may be better if you make your enquiry in writing to the Land Registry office that will process your application. If you have any comments or suggestions about our guides, please send them to:

Registration Change Group
Land Registry
Lincoln's Inn Fields
London
WC2A 3PH
(DX 1098 London/Chancery Lane)

You can obtain further copies of this and of all our guides free of charge from any Land Registry office or you can download them from our website.

10 Appendix A – Guide to completing prescribed clauses: text that must be included



- Black text – must be included.
- Grey text – one alternative must be used and completed where required. Inapplicable alternatives can be omitted or deleted.
NB: LR13 can be omitted entirely, as can LR14 where the tenant is one person.
- Green text – can be omitted.
- Any text used cannot be amended.

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

Title number(s) out of which this lease is granted. Leave blank if not registered.

LR2.2 Other title numbers

Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.

LR3. Parties to this lease

Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and if appropriate, the registered number in the United Kingdom including any prefix

Landlord

Tenant

Other parties

Specify capacity of each party, for example “management company”, “guarantor”, etc.

LR4. Property

Insert a full description of the land being leased
or

Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

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.

LR5. Prescribed statements etc

If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.

In LR5.2, omit or delete those Acts which do not apply to this lease.

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.

LR5.2 This lease is made under, or by reference to, provisions of:
Leasehold Reform Act 1967
Housing Act 1985
Housing Act 1988
Housing Act 1996

LR6. Term for which the Property is leased

Include only the appropriate statement (duly completed) from the three options.

NOTE: The information you provide, or refer to here, will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.

From and including

To and including

or

The term as specified in this lease at clause/schedule/paragraph

or

The term is as follows:

LR7. Premium

Specify the total premium, inclusive of any VAT where payable.

LR8. Prohibitions or restrictions on disposing of this lease

Include whichever of the two statements is appropriate.

Do not set out here the wording of the provision.

This lease does not contain a provision that prohibits or restricts dispositions.

or

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc

Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

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

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

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

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR11. Easements

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.

LR11.1 Easements granted by this lease for the benefit of the Property

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

LR12. Estate rentcharge burdening the Property

Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.

LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]

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

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

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

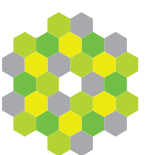
or

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

or

The Tenant is more than one person. They are to hold the Property on trust Complete as necessary

11 Appendix B – Guidance note on difficulties that may arise when preparing prescribed clauses leases



Prescribed clause	Difficulty	Consequence	Solution(s)
LR1 to LR12	Any of these clauses omitted	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> — Amend lease by inserting clause and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification
LR1 – Date of the lease	Date omitted	Requisition will be raised	<ul style="list-style-type: none"> — Insert date (parties to initial)
	Date differs from date elsewhere in the lease	Registration will be completed based on date in LR1	<ul style="list-style-type: none"> — Surrender lease and create a new corrected lease, or — Enter into deed of rectification
LR2 – Title number(s)	Landlord's title number(s) omitted from LR2.1	If landlord's title is already registered lease substantially defective – application will be rejected	<ul style="list-style-type: none"> — Amend lease by inserting Landlord's title number and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification
	Other relevant title numbers omitted from LR2.2	No entry will be made against relevant title(s) in relation to matters referred to in clauses LR9, LR10, LR11 or LR13 which affect those titles – persons having benefit of relevant rights will be at risk	<ul style="list-style-type: none"> — Person having benefit of relevant rights applies separately in form AP1, UN1, AN1 or RX1, as appropriate, to ensure appropriate entry is made in the register

Prescribed clause	Difficulty	Consequence	Solution(s)
LR3 – Parties to this lease	Clause not completed with names and addresses of landlord or tenant	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> — Amend lease by inserting missing names and addresses and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification
LR4 – Property	Clause not completed with description or cross-reference	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> — Amend lease by inserting appropriate description and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification
	Conflict between wording of clause LR4 and other provisions of lease	Wording in clause LR4 will be relied on for registration purposes to the exclusion of any other wording – any other land referred to elsewhere in lease but not referred to in clause LR4 will not be registered	<ul style="list-style-type: none"> — If lease should have included other land not referred to in clause LR4 surrender lease and grant new lease in correct terms, or — Grant further lease of other land or execute deed of variation (may take effect in law as surrender and re-grant), or — Enter into deed of rectification
	Lease of part – plan omitted or appropriate floor level not specified	If lease appears to be lease of whole registration will be completed to include the whole; if not lease substantially defective – application will be rejected	<ul style="list-style-type: none"> — Amend lease by inserting plan signed by parties and inserting wording referring to floor level and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification
LR5 – Prescribed statements etc	Omission of statement or appropriate cross-reference in LR5.1 and/or reference to an enactment in LR5.2, as required by statute/LR Rules	Requisition may be raised or required entries may be omitted	<ul style="list-style-type: none"> — Amend lease by inserting statement, cross-reference and/or reference to enactment and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification

Prescribed clause	Difficulty	Consequence	Solution(s)
LR6 – Term for which the property is leased	Clause not completed with details of term or suitable cross-reference	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> — Amend lease by inserting appropriate details or cross-reference and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification
LR7 – Premium	Where premium paid, clause not completed with relevant details	Requisition raised if other evidence shows premium paid	<ul style="list-style-type: none"> — Amend lease by inserting details of premium and re-execute, or — Surrender lease and create a new compliant lease, or — Enter into deed of rectification
LR8 – Prohibitions or restrictions on disposing of this lease	Neither or both appropriate statements included	No entry of any prohibition or restriction on disposals will be made under r 6 LRR 2003	<ul style="list-style-type: none"> — Where the lease contains provisions prohibiting or restricting disposals, apply in form AP1, referring to relevant provision in lease to ensure entry is made in the register under r 6 LRR 2003
LR9 Rights of acquisition etc	No reference made to a relevant contractual right contained in lease	No entry will be made against affected title(s) in relation to the contractual right – person having benefit may be at risk (see also under LR2 above)	<ul style="list-style-type: none"> — Person with benefit of right applies separately in form AN1 or UN1 (as appropriate) to ensure appropriate entry is made in the register
LR10 – Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	Lease contains Landlord's restrictive covenants but these are not set out or referred to in clause LR10	No entry will be made against affected title(s) in relation to the Landlord's restrictive covenants (see also under LR2 above)	<ul style="list-style-type: none"> — Tenant applies separately in form AN1 or UN1 (as appropriate) against relevant title(s) to ensure appropriate entry is made in the register
LR11 – Easements	No cross-reference made to provision in lease containing appurtenant and/or subjective easements	No entry will be made against affected title(s) in relation to the easements, so that they do not take effect at law – person having benefit may be at risk (see also under LR2 above)	<ul style="list-style-type: none"> — Person with benefit of easements applies separately in form AP1 to ensure easements are substantively registered
LR12 – Estate rentcharge burdening the Property	Lease includes provision creating estate rentcharge but no reference made to this in clause LR12	Rentcharge will not be registered nor will any entry of the burden of the rentcharge be made against new leasehold title	<ul style="list-style-type: none"> — Rentcharge owner applies separately in form AP1 to register rentcharge, or — Rentcharge owner applies in form AN1 or UN1 if only wishes to note burden against leasehold title

Prescribed clause	Difficulty	Consequence	Solution(s)
LR13 – Application for standard form of restriction	Lease contains application for a standard restriction but this is not referred to in clause LR13	No restriction will be entered in the register (see also under LR2 above)	— Apply separately in form RX1 to register restriction
	Clause LR13 used to apply for non-standard restriction	Clause LR13 may only be used to apply for standard form restrictions – Land Registry will take no action	— Apply separately in form RX1 to register restriction
	Standard restriction referred to in clause LR13 requires additional evidence to be lodged (eg as to consent or entitlement to apply)	Restriction cannot be entered without evidence – requisition will be raised	— Lodge a statement following wording in appropriate panel in form RX1 and supply requisite evidence, or — Conveyancer's certificate
LR14 – Declaration of trust where there is more than one person comprising the Tenant	Clause omitted	Omission of clause permitted where only one Tenant. Where there is more than one Tenant, omission does not comply with LRR 2003 – Land Registry will enter Form A restriction by default	— If Tenants hold as beneficial joint tenants, apply for restriction to be cancelled in form RX3, accompanied by evidence of holding of beneficial interest
	Tenants hold as beneficial joint tenants but no/wrong statement included	Land Registry will enter Form A restriction	— Apply for restriction to be cancelled in form RX3, accompanied by evidence as to holding of beneficial interest
	Tenants hold as tenants in common but first statement made	No Form A restriction will be entered	— Apply in form RX1 for entry of Form A restriction

Land Registry advisory policy

We offer advice to our customers through our publications and enquiry services and through the day-to-day handling of applications.

We provide factual information including official copies of registers, title plans and documents, searches and details of our forms and fees.

We provide procedural advice to explain how the land registration system works and how to make applications correctly. This includes:

- advice in advance of an application, where this is requested
- where an application is defective, advice as to the nature of the problem and what options, if any, are available to put it right
- an approval service for estate layout plans and certain other land registration documents.

There are limits to the advice that we will provide. We will not provide legal advice.

This means that:

- we will not approve the evidence to be produced in support of a registration application before we receive the application
- apart from procedural advice, we will not advise on what action to take
- we will not recommend a professional adviser but can explain how to find one.

We provide advice only about real cases, not about theoretical circumstances. We will not express a view on questions where the law is complex or unclear except where the question arises on a live registration application.

In providing this factual information and procedural advice we will:

- be impartial
- recognise that others may be affected by what we say
- avoid any conflict of interest.

Information in this guide

The information in this publication is for the purpose of providing general guidance about Land Registry's procedures and policies. It is intended only as a guide and does not cover every situation that may arise. It also does not limit Land Registry's ability to use its discretion when appropriate to do so, within the land registration legislation.

Peter Collis
Chief Land Registrar

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