

Identified as a Green Lease "essential" in our toolkit	Theme area	Draft statement of intent by theme area	Suggested minimum L = Light M= Medium D= Dark
Yes	Cooperation	The Lease contains a co-operation provision which sets out the shared aim of the parties to improve the Environmental Performance [and Social Impact] of the Premises and the Building and their agreement to cooperate to achieve this. (Note: Environmental Performance extended to include biodiversity and resilience).	<p><b>L:</b> Simple agreement to cooperate in good faith/without legal obligation to improve Environmental Performance [and Social Impact].</p> <p><b>M:</b> Stronger obligation to cooperate (without unreasonable economic burden or contrary to business interests) plus mutual obligation to consider each other's proposals.</p> <p><b>D:</b> Obligation to cooperate with view to achieving [x]% pa reduction in GHG emissions, cooperate in good faith/without legal obligation to implement strategies and mutual obligation to consider and respond to each other's proposals.</p>
Yes	Building Management/Sustainability Group	The Lease contains provision for the parties to communicate on adequacy of data sharing re the Environmental Performance, travel plans [and Social Impact] and for discussion on environmental sustainability [and Social Impact] issues.	<p><b>L:</b> No process for communication specified and parties free to choose. Discussion to include adequacy of data sharing, reviewing and agreeing targets and strategies re Environmental Performance and Travel Plans [and Social Impact].</p> <p><b>M:</b> Landlord's option to set up forum for communication on the above with provision for attendance at the forum.</p> <p><b>D:</b> Landlord must establish forum with at least 1/4ly meetings with the same remit as in the medium clause plus to agree strategies to achieve an [x] % pa reduction in GHG emissions .</p>
No	Minimum social safeguards	The Lease contains provision that the parties will respond to any surveys from the other related to Social Impact and requires both parties to comply with applicable anti-slavery and trafficking laws and procure as far as possible that their contractors and agents do so. No further Social Impact drafting is provided but some guidance is provided on issues to consider on a building specific basis.	<p><b>L:</b> Both parties to respond to social impact surveys and to comply with anti-slavery and trafficking laws and so far as reasonably practicable procure that contracts with supply chains re the building have similar obligations.</p> <p><b>D:</b> As in L plus T where practicable to comply with L's workplace coordination policies (to promote local employment), diversity and inclusion policies relevant to accessibility to the Building, delivery</p>

	<p>There is commentary on possible obligations to pay a Living Wage as a future clause for consideration but this does not form part of the toolkit.</p>	<p>consolidation policies and policies re food waste/ sustainable business (if any such policies exist)</p>
<p>Yes</p>	<p><b>Sustainable Use</b></p> <p>The Lease contains a provision aimed at behavioural change. The Landlord and the Tenant will not operate the Premises or the Building so as to increase energy and water consumption above reasonable levels and will use reasonable endeavours to minimize energy and water consumption (with all permitted uses/intensification of use and ambient conditions protected and works not required) and will operate equipment properly so as to maintain the Environmental Performance of the Premises and the Building.</p>	<p>L: L and T not to operate the Premises/ the Building in way which increases energy/water consumption and use reasonable endeavours to minimise such consumption (with protection for lawful uses, intensification of use, ambient conditions and clarity that this does not require work to be carried out) and L and T to operate equipment properly to maintain Environmental Performance.</p>
<p>Yes</p>	<p><b>Data sharing and metering</b></p> <p>The Lease contains a provision which a) ensures L and T regularly and transparently share data regarding at least the use of <i>energy, water and waste</i> within the Premises and the Building (including the common parts) and where agreed other Environmental Performance [and Social Impact] data with confidentiality obligations re all data and tenant consent to access for landlord to its relevant data direct from tenant's supplier and b) ensures that an individual meter/submeter/AMR can be installed in the Premises to capture energy and water usage and c) ensures proper use of any smart building technology</p>	<p><b>L:</b> Both parties to share energy, water and waste data at specified intervals and other Environmental Performance [Social Impact] data as agreed, data to be anonymised where used by either party and confidentiality obligations included.</p> <p>Where reasonably practicable L [ at its cost] to install meters (smart meters if practicable with T having access to the Premises data). to measure use of utilities by Premises provided not adverse effect on T's use and occupation.</p> <p>Where Landlord in breach or not practicable for L to install T can install meters in Premises (where practicable smart meters) with protections for L</p> <p>T's consent to utility provider supplying smart meter data to L direct.</p> <p>There is only one version of this clause given the importance of data sharing and metering.</p> <p><b>Additional provision:</b> If Smart Building Tech installed T to comply with any Digital Protocol Policy of L and not do anything which adversely affects efficient operation of Smart Building Tech.</p>

Yes	<p><b>Landlord rights to do work (extending)</b></p>	<p>The Lease contains provisions to avoid paralysis of the Environmental Performance/EPC rating of the Premises and the Building during leases (and these may affect the tenant consent MEES Exemption) as follows:</p> <ul style="list-style-type: none"> <li>• The Landlord to have some right to carry out improvement works to the demised premises if this is possible without material adverse impact on the tenant's occupation;</li> <li>• Support (but no drafting) for a cost contribution from the Tenant to the extent of resulting savings;</li> <li>• Landlord not to be liable for interruption to services caused by works to common parts/equipment due to works to improve Environmental Performance/EPC rating but L to use reasonable endeavours to minimise any disruption/interference.</li> </ul>	<p><b>L:</b> L's right to carry out works to the Premises to improve the Environmental Performance or EPC rating where T consents (not to be unreasonably withheld). L's right to do improvement works to common parts/systems despite interruption to services.</p> <p><b>M:</b> As in Light but in the case of work to the Premises L's right is subject only to T (acting reasonably) agreeing the works will improve Environmental Performance.</p> <p><b>D:</b> As in Light but no consent or agreement of T required for works to the Premises.</p>
No	<p><b>Restrictions on the Landlord's right to do work</b></p>	<p>The Lease contains provisions to prevent the Landlord carrying out works to the Premises and the Building which would adversely affect its Environmental Performance, EPC rating or other environmental rating.</p>	<p><b>L:</b> Save in emergency not to carry out such works without T's consent (not to be unreasonably withheld).</p> <p><b>D:</b> Save in emergency L not to do such work</p>
Yes	<p><b>Tenant's alterations</b></p>	<p>The Lease contains provisions restricting Tenant alterations which adversely affect the Environmental Performance, EPC rating or other environmental rating of the Building or the Premises.</p> <p>The Lease includes provisions giving the Tenant the right to do alterations which improve the Environmental Performance, EPC or other environmental rating, with L's consent not to be unreasonably withheld.</p>	<p><b>L:</b> No adverse T's alterations without L's consent not to be unreasonably withheld.</p> <p>T can, with L's consent not to be unreasonably withheld, do alterations which improve Environmental Performance, EPC or other environmental rating (save structural alterations/ alterations which adversely affect plant and equipment)</p> <p><b>M:</b> Absolute prohibition on adverse T's alterations.</p> <p>T can, with L's consent not to be unreasonably withheld, do alterations which improve Environmental Performance, EPC or other environmental rating (save structural alterations/ alterations which adversely affect plant and equipment)</p>

Yes	EPCs	The Lease contains provisions which govern when, and the process by which, an EPC is obtained by a Tenant, giving the Landlord some control over this so as to ensure high quality EPCs are commissioned.	<p>L: T only to seek an EPC of the Premises where statute requires and to cooperate with L to allow L to obtain EPC or use an assessor approved by the Landlord and both parties to provide EPC details to the other.</p> <p>T not to commission EPC for the Building.</p> <p>T not to do/permit anything which may adversely affect the EPC.</p> <p>There is only one version of this clause given the importance of protecting the EPC.</p>
Yes	Waste (Landlord and Tenant)	The Lease contains provisions the objective of which is to require landlords and tenants to minimise the amount of waste generated from all activities in the Premises and the Building that is sent to landfill and maximise the amount that is recovered, reused, reprocessed or recycled.	<p>L: mutual obligation to use reasonable endeavours to minimise waste to landfill from works, to recover as much waste as reasonable practicable and for L to provide and T to use a waste segregation system.</p> <p>M: as in Light with all reasonable endeavours plus to share data re waste and to reduce waste to landfill and deal with waste as per any Waste Materials Policy for Building.</p> <p>D: as in medium plus L to have Waste Policy and mutual obligation to use reasonable endeavours to achieve a Recovery Target (to be defined by parties).</p>
Yes	Re-instatement (yield up)	<p>The Lease contains provisions that the L will give notice to the Tenant of any alterations it does not require reinstatement of and should have regard to adverse impacts on Environmental Performance (disregarding Waste) of reinstatement unless reinstatement required for use/re-letting post Lease.</p> <p>Where reinstatement is required, the objective is to reduce the amount of waste generated on yield up, minimise the amount that is sent to landfill and maximise the amount that is reused, repurposed, reprocessed or recycled including through shared agreement to achieve re-use, waste policies and recycling targets.</p>	<p>L: a) L to give notice [3]months pre expiry of any reinstatement which is not required and to have due regard to adverse impact on Environmental Performance (disregarding Waste)unless reinstatement required by L in view of post lease intentions, and b) when reinstating T to use reasonable endeavours to minimise waste to landfill and to salvage as much as reasonably practicable.</p> <p>M: as in Light plus to share waste data with L and comply with any Building Waste Policy:</p> <p>D: As in Medium plus by 6 months pre-expiry use reasonable endeavours to agree a Waste Recovery Plan and L to maintain a Waste Policy and T to achieve a Salvage Target (to be defined in the Lease).</p>

<p style="text-align: center;"><b>No</b></p>	<p><b>Circular economy principles for Landlord's and Tenant's works</b></p>	<p>The Lease contains provisions for both parties to apply circular economy principles to work by either of them to the Premises or the Building via the use of a hierarchy of types of sustainable materials.</p>	<p><b>L:</b> in all L and T works the parties must use reasonable endeavours to a) use a hierarchy of materials (reused, low carbon recyclable or reusable, recycled, recyclable) where available and if they do not materially increase cost; b) ensure where fixtures, fittings, plant and equipment are installed they are at least as resource efficient as any replaced item c) carry out works in a manner which minimizes energy and water use and GHG emissions and d) comply with any waste clause.</p> <p><b>M:</b> As in the light green clause but absolute obligation where relevant materials available and with the cost caveat removed.</p>
<p style="text-align: center;"><b>No</b></p>	<p><b>Rent review</b></p>	<p>It is considered that an assumption that the Premises can be lawfully let is standard. The usual treatment of works on rent review should apply to any works done which improve the Environmental Performance which will mean:</p> <ul style="list-style-type: none"> <li>a) impact on rental value due to tenant's voluntary improvements is disregarded;</li> <li>b) impact on rental value of tenant's improvements pursuant to an obligation or of landlord's improvements is taken into account;</li> <li>c) impact on rental value of tenant's works with an adverse effect is disregarded.</li> </ul> <p>Some drafting is provided to cover the situation where the parties would be prepared to deviate from b) to encourage improvement works.</p>	
<p style="text-align: center;"><b>No</b></p>	<p><b>Dispute resolution</b></p>	<p>The Lease if appropriate deals with the extent to which the parties wish to provide for any dispute resolution mechanisms or alternative remedies in relation to green clauses.</p>	<p>No sample drafting provided.</p>

<p style="text-align: center;"><b>No</b></p>	<p><b>Standards (E.g. BREEAM)</b></p>	<p>Where the Building has any environmental rating beyond an EPC rating the Lease contains provisions protecting that rating.</p>	<p>Not to use the Premises in a way which would adversely affect any environmental rating and b) to protect a NABERS rating any T requests for heating/cooling outside normal hours to be agreed and documented.</p>
<p style="text-align: center;"><b>No</b></p>	<p><b>Service charge</b></p>	<p>The Lease contains some cost recovery provisions for some level of services related to the Environmental Performance of the Building.</p> <p>In respect of any improvements the parties are encouraged to agree some tenant contribution to Common Parts/Building Improvements to the extent of resultant savings for them. Otherwise the position on improvements unrelated to repair will follow usual legal principles and take account of the RICS Professional Statement on Service Charges in Commercial Property.</p>	<ul style="list-style-type: none"> <li>• General provisions that in supplying services the Landlord should act in an environmentally responsible manner and with regard the Environmental Performance of the Building (this does not extend the category of services supplied but makes Environmental Performance a factor to take account of in the way they are supplied e.g. the use of environmentally friendly cleaning products, ensuring neutral biodiversity impacts)</li> <li>• Provision that T cannot challenge service costs due to the L carrying out services in a way which takes account of the Environmental Performance where the costs are not more than 10% higher than they would otherwise be (not applicable where other lease clauses expressly require L to provide services in a specific environmentally responsible way) and such higher costs must be economically proportionate</li> </ul> <p><b>Extending categories of Services to be agreed by the parties to:</b></p> <ul style="list-style-type: none"> <li>• the Landlord’s Environmental Performance obligations in the Lease e.g. metering of Common Parts, waste systems, use of sustainable materials on works, (save in all cases where the Lease provides a different cost arrangement.</li> <li>• Auditing the Environmental Performance of the Building</li> <li>• Taking reasonable steps to minimise deliveries to the Building</li> <li>• Installing technology to monitor and control the Environmental Performance of the Building</li> <li>• Paying rates, taxes etc charged to L in respect of carbon emissions from/other environmental impacts of the Building and the Premises</li> </ul>

		<ul style="list-style-type: none"> <li>• Reasonable steps to reduce water wastage including installing plant and equipment to capture and use rainwater.</li> <li>• Professional advice re improving the Environmental Performance of the Building</li> </ul>
Yes	<p><b>Renewable energy</b> The Lease contains a provision which promotes the procurement of renewable electricity for the Premises and the Building with options for higher quality green tariffs and allowing the parties to prioritise on-site renewables and encourage off-site additionality, which either the landlord and/or the tenant can adopt, depending on practicality and cost.</p>	<p><b>L:</b> Where T procures electricity to procure renewable electricity (any green tariff) for the Premises if available at commercially reasonable rates. L to do same for common parts/Building or where it procures for the Premises also for the Premises.</p> <p><b>M:</b> L and T to procure 100% renewable electricity (i.e. from naturally replenishing non- fossil fuel resources – a high quality green tariff) for the common parts /Building and the Premises (re the Premises dependent on who procures) and provide evidence to the other on the source of energy.</p> <p><b>D:</b> L and T (dependent on who is responsible for such procurement) to procure 100% renewable electricity using renewable energy from on-site generation, or if not practical or if cost prohibitive, from a PPA, or if not practical or if cost prohibitive, from a high quality green tariff and provide evidence of the source of the energy.</p>