

**checklist**

|  |  |
| --- | --- |
| Have you checked the Table of Uses document to ensure you are completing the correct agreement? | Yes/No |
| **LEASE:** Please check you have completed **ALL** of the tasks below: |  |
| **Completed all** highlighted parts of the Lease. | Yes/No |
| **DATES**: Ensure dates coincide with the Customer Request Form. | Yes/No |
| **FEES**: Ensure fees coincide with the Customer Request Form. | Yes/No |
| **SIGNATURES**: 2 copies of the Lease are **signed only by third party and witness** unless the Lease is for an extra care location in which case no signatures are required. Location Manager, Team Manager and District Manager cannot sign the Lease. The Lease is signed by a Director in London. | Yes/No |
| **CUSTOMER REQUEST FORM (CRF):** Please check you have completed **ALL** of the tasks below: |  |
| Ensure you complete ALL the entries marked with an **\*** in the yellow boxes. | Yes/No |
| **S1 Form:** Please check you have completed **ALL** of the tasks below: |  |
| Ensure you complete ALL red highlighted text. TM/DM can only sign the S1 Form. | Yes/No |
| **IF YOU ANSWERED ‘YES’ TO ALL OF THE QUESTIONS, BELOW IS A LIST OF DOCUMENTS YOU WILL NOW NEED TO SEND TO THE CUSTOMER CENTRE SUPPORT TEAM IN BRADFORD AT:**  The Customer Centre Support Team, Anchor Hub, 2 Godwin Street, Bradford, BD1 2ST Tel: 0345 6049975 or email [ContractSupportTeam@anchor.org.uk](mailto:ContractSupportTeam@anchor.org.uk) |  |
| **2 x signed copies of the Lease (including checklist) + 1 x Customer Request Form + S1 Form OR If the Lease is for a care provider in an extra care location 2 x Cooperation agreement + 2 x copies of the Lease (including checklist) + 1 x Operational Protocol + 2 x Agreement to exclude security of tenure notice + 1 x Covering Letter + 1 x Customer Request Form + S1 Form**  **PLEASE NOTE THAT IF ANY OF THE ABOVE DOCUMENTS ARE MISSING OR INCOMPLETE OR CONTAIN ERRORS CCST WILL RETURN ALL THE DOCUMENTS BACK TO YOU. YOU WILL THEN NEED TO CORRECT ALL THE ERRORS AND RETURN ALL OF THE ABOVE LISTED DOCUMENTS TO THE CCST. TO AVOID THIS HAPPENING AND CAUSING DELAYS, ANY QUERIES CALL THE ABOVE NUMBER FOR SUPPORT.** | Yes/No |



|  |
| --- |
| Dated Insert Date |
| 1. Anchor Hanover Group 2. Name of Tenant |
| Lease |
| relating to room[s] within premises known asAddress of Premises |

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**PARTICULARS**

|  |  |
| --- | --- |
| **Lease Start Date** | Insert start date of this Lease |
| **Landlord** | **ANCHOR HANOVER GROUP** a charitable housing association registered as a society under the Co-operative and Community Benefit Societies Act 2014, No. 7843 and registered with the Regulator of Social Housing, No. LH4095 whose principal address is The Heals Building, Suites A & B, 3rd Floor, 22-24 Torrington Place, London, WC1E 7HJ (**“Anchor”)** |
| **Tenant** | **Name of Tenant** (registered number Insert Number) whose registered office is at Insert address) |
| **Authorised Use** | The use of the Premises as an Office for the carrying out of the obligations on the part of the Tenant under the terms of the Care Contract |
| **Building** | The Landlord’s building known as Address of the scheme shown for identification edged blue on the attached plan marked “Plan No.1”. |
| **Contractual Term** | Insert Number years from and including the Term Commencement Date to and including Insert Lease expiry date. |
| **Co-Operation Agreement** | An agreement bearing even date herewith and made between the parties to this Lease, relating to their joint use of the Building |
| **Premises** | The Insert Floor room within the Building shown for identification edged red on the attached plan marked “Plan No.2”.:   1. including all windows and doors, all internal non-structural walls and the internal surfaces of the ceiling and floor slabs and walls; but 2. excluding the foundation, structure, loadbearing walls, beams and columns, ceiling and floor slabs and the roof of the Building. |
| **Principal Rent** | £AMOUNT IN FIGURES (AMOUNT IN WORDS pounds) per annum. |
| **Quarter Days** | 25 March, 24 June, 29 September and 25 December in each year |
| **Rent Commencement Date** | Date |
| **Care Contract** | The contract referred to in the Co-operation Agreement as “the Care Contract” |
| **Term Commencement Date** | The Lease Start Date |

**THIS LEASE** is made on the date set out in the Particulars

**BETWEEN**

1. the Landlord; and
2. the Tenant.

**OPERATIVE PROVISIONS**

1. INTERPRETATION
   1. Defined terms

In this Lease, the following words and expressions have the following meanings:

|  |  |
| --- | --- |
| **“Communal Areas”** | the means of pedestrian [and vehicular access] and circulation within the Building and the [toilets, servicing areas and refuse disposal areas] and other common circulation areas within the Building designated or provided by the Landlord during the Term for the common use and enjoyment of the tenants and other occupiers of or visitors to the Building |
| **“Common Parts”** | those parts of the Building which are not let to tenants or designed to be let to tenants and includes the Communal Areas |
| **“EPC”** | an energy performance certificate and recommendation report, as defined in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 |
| **“Insured Damage”** | subject to clause 5.7, damage to or destruction of the whole or any part of the Building by any of the Insured Risks in respect of which the Landlord is entitled to receive payment under the insurance policy or policies maintained under clause **5.1** or would be so entitled but for any default by the Landlord under this Lease |
| **“Insured Risks”** | the risks set out in clause **5.2.1** |
| **“Interest Rate”** | the base lending rate from time to time of the bank of England or such other clearing bank nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine |
| **“Rents”** | the rents reserved and payable under clause **4.1** |
| **“Services”** | the services set out in clause **12.1** |
| **“Term”** | the Contractual Term. |

* 1. Construction

In this Lease:

* + 1. unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;
    2. references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re‑enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
    3. references to the Landlord and the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
    4. the Landlord’s obligations in this Lease do not bind the Landlord any Landlord after it has disposed of its interest in the Premises and it will not be liable for any breach of the Landlord’s obligations in this Lease arising after the date of that disposal;
    5. references to the Premises, the Building, the Common Parts and the Communal Areas include any part of them unless specific reference is made to the whole of them;
    6. references to the Tenant include, and the Tenant’s covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person under the Tenant’s or their control including employees, agents, workmen and invitees;
    7. references to the consent or approval of the Landlord include references to the consent or approval of any mortgagee or superior landlord of the landlord but without implying any obligation on their part that they will not unreasonably withhold their consent or approval;
    8. any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
    9. where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
    10. if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.
  1. Particulars

The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.

* 1. Contracts (Rights of Third Parties) Act 1999

The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

* 1. Landlord and Tenant (Covenants) Act 1995

This Lease is a “new tenancy” for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

1. LETTING, TERM AND TERMINATION
   1. Creation of the Term

The Landlord lets the Premises to the Tenant for the Contractual Term reserving the Rents.

* 1. Quiet enjoyment

The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.

* 1. Right of re-entry to end this Lease

The Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:

* + 1. the whole or any part of the Rents or any other sums due under this Lease remain unpaid more than fourteen days after the due date for payment, whether or not formally demanded;
    2. the Tenant breaches any of its obligations in this Lease;
    3. the Tenant is unable to pay its debts within the meaning of the Insolvency Act 1986, goes into liquidation or bankruptcy, has an administrator appointed, has a receiver or administrative receiver appointed over the whole or any part of its assets, enters into any scheme of arrangement with its creditors in satisfaction or composition of its debt under the Insolvency Act 1986 or a winding-up order is made under Part IV of the Insolvency Act 1986, unless for the purpose of a solvent amalgamation or reconstruction of the company; or
    4. this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.
  1. Contracting out

The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease. The Tenant confirms that before the date of this Lease:

* + 1. the Landlord served on the Tenant a notice (Agreement to Exclude Security of Tenure Notice “the Notice”) dated Insert Date in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
    2. the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a [declaration] [statutory declaration] (“the Declaration”) dated Insert Date in a form complying with the requirements of Schedule 2 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; [and]
    3. where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant’s behalf.
  1. Break right

Either the Landlord or the Tenant may end this Lease upon the expiry or sooner determination of the Co-Operation Agreement and of the Care and Support agreement by serving written notice on the other not less than one month after the date of expiry or determination.

* 1. Effect of this Lease coming to an end

2.6.1 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant.

* 1. **Termination**
     1. Either party can terminate this agreement by giving four week’s written notice in advance.
     2. Anchor may terminate this agreement immediately in the event that the Tenant fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 (fourteen) day after being notified in writing to make such payment.
     3. Anchor may terminate this agreement if you break any other conditions of this agreement.

1. RIGHTS AND RESERVATIONS
   1. Rights granted

The Premises are let together with the following rights for the benefit of the Tenant, so far as the Landlord is able to grant them, to be enjoyed in common with the Landlord and any others entitled to use them:

* + 1. to use the means of pedestrian access and circulation in the Communal Areas for access to and from the Premises and, in case of emergency only, all fire escape routes through the Building;
    2. to use the toilets in the Communal Areas and the refuse disposal facilities, if any, in the Communal Areas provided by the Landlord and designated for the use of the Tenant for the disposal only of normal non-toxic rubbish;
    3. to use the conduits serving the Premises for the passage or transmission of utilities to and from the Premises;
    4. support and protection for the Premises from the remainder of the Building;
    5. to use the means of vehicular access and circulation in the Communal Areas for the purpose only of access to and from those areas of the Building over which rights are granted in clause 3.1.6;
    6. to park Insert Number or Zero private motor vehicles in the car park at the Building; and
    7. If required by the Landlord to display the name of the Tenant and the nature of the Tenant’s business on the exterior of the Premises and on any signboard provided by the Landlord the main entrance to the Building in such form, shape and size as the Landlord may permit, such permission not to be unreasonably withheld or delayed.
  1. Rights reserved

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them:

* + 1. to enter and remain upon so much as is necessary of the Premises on not less than 48 hours’ prior notice (except in case of emergency) with or without workmen, plant and equipment:
       1. to ascertain whether the Tenant has complied with the Tenant’s obligations under this Lease;
       2. to estimate the current value of the Building for insurance or any other purposes;
       3. to inspect the state of repair and condition of the Premises and prepare any Schedule of condition or dilapidations;
       4. to provide the Services;
       5. to carry out any repairs, remove and make good any unauthorised alterations or carry out any works which the Tenant should have carried out in accordance with the Tenant’s obligations under this Lease;
       6. to show the Premises to prospective buyers of the Building or, during the last six months of the Term, to prospective tenants of the Premises;
       7. to affix a for sale or, during the last six months of the Term, a letting notice to the exterior of the Premises, but not so as materially to interrupt the access of light and air to the Premises; and
       8. to enable the production of an EPC for the Premises or the Building whether or not the Landlord is under a statutory duty to produce an EPC;
    2. to use all fire escape routes running through the Premises in case of emergency only;
    3. to connect to and use any conduits within or passing through the Premises for the passage or transmission of utilities to and from any adjoining premises; and
    4. support and protection from the Premises for the remainder of the Building.
  1. Exercise of rights reserved

The Tenant is to permit the exercise of the rights reserved in clause **3.2** and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease.

* 1. Third party rights

The letting is made subject to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.

* 1. Exclusion of implied rights

This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925or the rule in *Wheeldon v Burrows* are expressly excluded.

* 1. Exclusion of liability

The Landlord will not be liable to the Tenant for any failure by the Tenant to register any rights granted or reserved by this Lease at the Land Registry.

1. RENTS PAYABLE
   1. Obligation to pay rent

The Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

* + 1. the Principal Rent, from and including the Rent Commencement Date, to be paid by equal quarterly payments in advance on the Quarter Days; and
    2. insurance rent in accordance with clause **5.5**, from and including the date of this Lease or, if earlier, the Occupation Date, to be paid at the times set out in clause 5.5;
    3. any other sums reserved as rent under this Lease, to be paid on demand.
    4. The Principal Rent will be reviewed annually in line with the “all items” figure of the Index of Retail Prices published in September of each year. Any changes in the charge will take effect from the 1st April each year.
  1. Initial payment of rents

The first payment of the Rents is to be made on the date of this Lease calculated on a daily basis for the periods for which the Rents are payable but the first payment of the Principal Rent is to be made on the Rent Commencement Date.

* 1. Direct payment of initial rent

If requested to do so in writing by the Landlord, the Tenant is to pay the Principal Rent by direct debit to an account nominated by the Landlord.

* 1. Value Added Tax

The Rents and any other sums payable under this Lease are exclusive of VAT. Where, under the terms of this Lease, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

* 1. Interest on late payment

If the Tenant does not pay the Principal Rent on the due date for payment or any of the other Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within fourteen days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at 5% per year above the current bank of England base rate for the period from and including the due date for payment to and including the date of actual payment.

1. INSURANCE
   1. Landlord to insure

The Landlord is to insure the Building with substantial and reputable insurers or through underwriters against the risks and for the cover stated in clause **5.2** and may separately insure against public and employer’s liability in respect of the Building.

* 1. Insured risks and level of cover

Subject to exclusions in the Landlord’s insurance policy and so far as cover is available at normal commercial rates, the Landlord’s insurance will:

* + 1. be against the risks of fire, lightning, explosion, earthquake, landslip, subsidence, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and third party liability and any other risks reasonably required by the Landlord; and
    2. cover full rebuilding, site clearance, professional fees, VAT and up to three years’ loss of rent taking into account cover for the effects of inflation, escalation of costs and fees, and rent reviews.
  1. Policy exclusions and excesses

The Landlord:

* + 1. may, but will not be obliged to, obtain a waiver of any exclusion in respect of terrorism; and
    2. will seek to ensure that any policy exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Building and in the same area as the Building.
  1. Provision of information

On reasonable written request the Landlord is to give to the Tenant a written summary of the Landlord’s insurance policies taken out in accordance with clause 5**.1** and evidence that they are in force.

* 1. Insurance rent

Throughout the Term the Tenant is to pay to the Landlord on demand as additional rent:

* + 1. any additional premium or loading on the policy of insurance for the Building or any insurance policy for adjoining premises owned by the Landlord payable as a result of anything done or omitted to be done by the Tenant or as a result of the use of the Premises by the Tenant;
    2. a fair proportion, to be determined by the Landlord acting reasonably, of any amount which may be deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy upon settlement of any claim by the Landlord; and
    3. the costs of rebuilding the Building, site clearance, professional fees and VAT where and to the extent that the insurance moneys are withheld by the insurers or are irrecoverable due in either case to the act or default of the Tenant.
  1. Reinstatement

The Landlord will use all reasonable endeavours to obtain any consents required to reinstate Insured Damage. Subject to those consents being obtained and remaining unrevoked, the Landlord will apply the insurance proceeds received under the buildings insurance in reinstating Insured Damage as soon as reasonably practicable after the date of the Insured Damage.

* 1. Reinstatement of tenant’s alterations

Nothing in this clause 5 is to require the Landlord to insure or to reinstate any tenant’s fitting-out works or any other alterations or additions to the Premises made by the Tenant or any undertenant or other occupier of the Premises unless and until the Landlord has expressly agreed to insure them and the Landlord has received written notice of their reinstatement value from the Tenant. Except to the extent that they are insured by the Landlord, damage to or destruction of them will not be Insured Damage.

* 1. Termination following damage to or destruction of the Premises

If, following damage or destruction of the Premises by any of the Insured Risks, the whole or substantially the whole of the Premises are unfit for occupation and use or are inaccessible, either the Landlord or the Tenant may end this Lease by serving written notice on the other if they have not been made fit for occupation and use and accessible within [eighteen] calendar months of the date of the damage or destruction. The Tenant may not serve notice under this clause 5.8 if the insurance moneys have been withheld in whole or in part due to the act or default of the Tenant.

* 1. **Ownership of insurance proceeds if reinstatement impossible**

If it is not possible to reinstate Insured Damage due to reasons beyond the control of the Landlord or this Lease ends under clause 5.8, the Landlord will not be obliged to comply with its obligations in clause 5.6 and If this Lease ends under **clause 5.8** the insurance monies received by the Landlord will belong to the Landlord absolutely. Any dispute about this clause 5.9 is to be referred at the request of either the Landlord or the Tenant to a single arbitrator under the Arbitration Act 1996.

* 1. Suspension of rent

If the Premises are unfit for occupation and use or inaccessible following Insured Damage, the Principal Rent will be suspended to the extent that the Premises have been damaged or destroyed until they have been made fit for occupation and use and accessible or, if earlier, to the date [eighteen] calendar months after the date of the Insured Damage. Any dispute about the application of this clause 5.10 is to be determined at the request of either party by a single arbitrator under the Arbitration Act 1996.

* 1. Tenant’s insurance obligations

The Tenant is:

* + 1. to have contents, professional indemnity, public liability and employer’s liability insurance (if applicable);
    2. not to do anything which causes the Landlord’s insurance to become void or voidable or which may increase the premium payable in respect of that insurance;
    3. to insure any alterations and additions to the Premises against the Insured Risks in their full reinstatement value unless the Landlord has expressly agreed to be responsible for their insurance; and
    4. to comply with the requirements and reasonable recommendations of the insurers of the Building so far as they have been notified in writing to the Tenant and apply to the Premises or the rights granted by this Lease.

1. COSTS AND OUTGOINGS
   1. Payment of outgoings

The Tenant is to pay all outgoings of whatever nature in relation to the Premises, including business rates and utility costs, taxes and meter rents, and a fair proportion, to be determined by the Landlord acting reasonably, of any which relate to the Building as a whole.

* 1. Utilities provided by the Landlord
     1. Where the Landlord is responsible for the supply of energy to the Premises, the Tenant is to pay to the Landlord at such times and in such instalments as the Landlord may reasonably require:
        1. the standing charges, meter rents and the costs of metered units and all other costs and taxes payable in respect of the supply of energy to the Premises; and
        2. the Landlord’s reasonable and proper administrative costs in connection with the supply of the energy to the Premises together.
     2. Telephone charges are to be paid by the Tenant to the relevant telephone company, and where such charges are not separately identifiable or severable from those payable by the Landlord, the Tenant shall pay upon demand a fair and reasonable proportion thereof according to user.
  2. Landlord’s costs

The Tenant is to pay to the Landlord as additional rent on demand the proper costs and expenses of the Landlord’s solicitors, surveyors and other professional advisors and bailiff’s fees and commissions including any irrecoverable VAT arising from:

* + 1. the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
    2. any application made by the Tenant for the Landlord’s consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Landlord has unreasonably withheld that consent or approval) or the application is withdrawn;
    3. the preparation and service of any notice or Schedule of dilapidations during or within six months after the end of the Term;
    4. verifying, where reasonable, compliance with and enforcing or making good any breach of the Tenant’s obligations under this Lease, including the recovery of arrears of the Rents or any other sums due to the Landlord under this Lease, whether by distress or any other means; and
    5. the preparation and service by the Landlord of any notice under section 6 Law of Distress Amendment Act 1908 or section 17 Landlord and Tenant (Covenants) Act 1995.
  1. Tenant’s indemnity

To the extent that they are not covered by any policy of insurance maintained by the Landlord under this Lease, the Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises or the Building, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the state of repair and condition of the Premises or the Common Parts resulting from the act, default or negligence of the Tenant.

1. REPAIRS, MAINTENANCE AND ALTERATIONS
   1. Upkeep of the Premises

The Tenant is to:

* + 1. keep the Premises and all tenant’s and trade fixtures clean and in good and substantial repair and condition; and
    2. redecorate the interior of the Premises within six months before the end of the Term.
  1. Upkeep following Insured Damage

Clause **7.1** will not apply in respect of Insured Damage.

* 1. Compliance with notices to repair

Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to carry out any repairs or other works to the Premises required by that notice within the period specified in the notice or, if no period is specified, within a reasonable period after the receipt of the notice. The Landlord may serve notice under this clause **7.3** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under this Lease.

* 1. Landlord’s right to enter and repair

If the Tenant does not comply with clause **7.3**, the Tenant is to permit the Landlord to enter and remain upon the Premises with or without workmen, plant and materials to carry out the repairs or other works required. The costs incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 5% per year above the Landlord’s bank current base rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.

* 1. Restriction on alterations

The Tenant is not to carry out any alterations or additions to the Premises unless expressly permitted to do so by this clause **7**.

* 1. Non-structural alterations

The Tenant may carry out internal non-structural temporary demountable alterations to the Premises with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

* 1. Standard of works

The Tenant is to carry out any repairs, decoration and alterations in a good and workmanlike manner to the reasonable satisfaction of the Landlord, with good and proper materials, in accordance with good building practice and in accordance with the requirements of all legislation affecting the works or the means by which they are carried out.

* 1. Colour schemes on redecoration

The internal redecoration of the Premises is to be in a colour scheme approved by the Landlord, such approval not to be unreasonably withheld or delayed.

* 1. Reinstatement of alterations

Unless and to the extent that the Landlord notifies the Tenant in writing not to do so, the Tenant is to reinstate all alterations and additions to the Premises before the end of the Term, including any fitting-out works carried out by the Tenant before the Term and return the Premises to the configuration in which the Tenant first received them.

1. USE OF THE PREMISES
   1. Authorised use

The Tenant is to use the Premises only for the Authorised Use.

* 1. Prohibited uses

The Tenant is not to use the Premises or, where applicable, any Communal Areas:

* + 1. for any illegal or immoral purpose or any lewd, obscene or pornographic nature or any activity which in the reasonable opinion of the Landlord is of such nature;
    2. for any auction, for the manufacture, sale or consumption of alcohol or for the retail sale of any goods;
    3. in a manner which creates a legal nuisance, damage or annoyance to the Landlord or any tenants or occupiers of the Building or any adjoining premises;
    4. for residential purposes or for any political or religious use or for any public meeting;
    5. for the production, storage, use or disposal of hazardous materials or waste for which any licence or consent is needed under statute or any other legislation; or
    6. in a manner that is inconsistent with the terms of the Co-Operation Agreement.
  1. Restrictions on use

The Tenant is not to:

* + 1. overload the floors, ceilings or walls of or enclosing the Premises or the Common Parts or obstruct or misuse the Communal Areas or any conduits in the Building;
    2. allow any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises;
    3. place, affix or display any sign, advertisement, notice, placard, poster, flag, notification or display on the outside of the Premises or any other part of the Building or on the inside of the Premises so as to be visible from outside the Premises except as permitted under clause **3.1**; or
    4. affix any awning, mast, flagpole, aerial, satellite dish or any other fixture on the outside of the Premises or any other part of the Building.
  1. Lawful use

The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises under planning legislation.

1. ASSIGNMENT, UNDERLETTING AND CHARGING
   1. Restrictions on alienation

The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of the Premises, hold the whole or any part of the Premises on trust for any other person or enter into any agreement to do so.

* 1. Restrictions on charges

The Tenant is not to create any charge, whether legal or equitable, over the Premises.

1. LEGISLATION AND PLANNING
   1. Compliance with legislation

The Tenant is to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises and indemnify the Landlord against any breach of this obligation.

* 1. Fire alarm systems

Where required to do so by the Landlord, the Tenant is to ensure that the Tenant’s fire alarm systems and sprinkler are connected to and compatible with any fire alarm and sprinkler systems maintained by the Landlord in relation to the Building.

* 1. Notices

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority or third party affecting or likely to affect the Premises, their use and occupation or the carrying out of any works to the Premises, the Tenant is at its own cost immediately to provide a copy to the Landlord and at the request of the Landlord to make or join in with the Landlord in making any representations or objections in respect of these matters as the Landlord may reasonably require.

* 1. Planning applications

The Tenant is not to apply for planning permission under any legislation relating to town and country planning or implement any planning permission and is not to enter into any planning agreement with the local authority or any other person in respect of the Premises or their use or development.

* 1. Provision of an EPC

The Tenant acknowledges that it was provided with a copy of the Landlord’s EPC before the date of this Lease.

* 1. Obtaining an EPC for the Premises

The Tenant is to notify the Landlord in writing before obtaining an EPC for the Premises. As soon as reasonably practicable after receiving notice under this clause 10.6:

* + 1. if the Landlord holds a valid EPC for the Premises, the Landlord is to provide a copy of the EPC to the Tenant; or
    2. If the Landlord does not hold a valid EPC for the Premises, the Landlord may elect in its absolute discretion that an EPC be obtained for the Premises:
       1. by the Tenant at the Tenant’s cost using an assessor nominated by the Landlord; or
       2. by the Landlord using an assessor nominated by the Landlord subject to the Tenant indemnifying the Landlord against the proper and reasonable costs of obtaining the EPC.
  1. Production of EPCs

Either party will provide the other with a copy of any EPC obtained under this clause 10 within five working days of the later of the receipt of the EPC and the payment of any costs due under this clause 12.

* 1. Duty to co-operate

If the Landlord wishes to obtain an EPC for the Premises or any other parts of the Building in circumstances where the Landlord is not under a statutory obligation to do so, the Tenant will be under the same duty to co-operate with the Landlord to facilitate the production of the EPC as if the Landlord were under a statutory obligation to obtain the EPC.

1. END OF THE TERM
   1. Return of the Premises

At the end of the Term, the Tenant is to return the Premises to the Landlord with vacant possession, cleaned and in the state of repair, condition and decoration required by this Lease, and return all keys to the Premises to the Landlord.

* 1. Exclusion of right to compensation

Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

* 1. Return of the Lease

At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice relating to the Lease and the rights granted and reserved by it from the Landlord’s title to the Premises.

1. SERVICES
   1. Provision of services

The Landlord is throughout the Term and for the benefit of the Building:

* + 1. to maintain, inspect, clean and repair the Common Parts and landlord’s fixtures and conduits serving the Building;
    2. to use all reasonable endeavours to light the Communal Areas during such hours as the Landlord deems necessary;
    3. to use all reasonable endeavours to provide a supply of hot and cold water and other appropriate services to the toilets in the Communal Areas during such hours as the Landlord deems necessary; and
    4. to use all reasonable endeavours to provide heating to the Communal Areas during such hours as the Landlord deems necessary.
  1. Limitation of liability

The Landlord will not be liable to the Tenant in respect of any loss or damage caused by any failure, interruption or delay in the provision of the Services arising either from any cause or circumstance beyond the control of the Landlord including mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing of the systems used to provide the Services.

1. ENFORCEMENT
   1. Applicable law

This Lease is to be governed by and interpreted in accordance with English law.

* 1. Service of notices

Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.

* 1. Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

1. EXECUTION

The parties have executed this Lease as a deed and it is delivered on the date set out in the Particulars.

**Executed as a Deed by Anchor Hanover Group in the presence of:**

**Authorised Signatory**………………………………………………………………………….

**Print Name**…………………………………………………………………………………………….

**Date**..........…………………………………………………………………………………………….

**Authorised Signatory**………………………………………………………………………….

**Print Name**…………………………………………………………………………………………….

**Date**..........…………………………………………………………………………………………….

**SIGNED as a deed on behalf of**………………………………………………………by:

**a Director and its Secretary or two Directors**

**Director** ………………………………………………………………………………………………..

**Print Name**…………………………………………………………………………………………….

**Date** ………………………………………………………………………………………………………..

**Director / Secretary**…………………………………………………………………………….

**Print Name**…………………………………………………………………………………………….

**Date** ………………………………………………………………………………………………………..

**Witness Signature** ……………………………………………………………………………….

**Witness Name** ……………………………………………………………………………………….

**Witness Address** …………………………………………………………………………………..

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**Witness Occupation** ……………………………………………………………………………..

**Date**..........……………………………………………………………………………………………….