

NEC4

Term Maintenance Contract

Annex 11 – Proforma lease

DN581359

Commercial and Procurement Team

Somerset County Council

County Hall

Taunton

TA1 4DY

commercialandprocurement@somerset.gov.uk

DATED

LEASE

relating to

[DESCRIPTION OF THE PROPERTY]

between

SOMERSET COUNTY COUNCIL

and

[PARTY 2]

CONTENTS

CLAUSE

1.	Interpretation	8
2.	Grant.....	13
3.	Ancillary rights.....	14
4.	Rights excepted and reserved	14
5.	Third Party Rights	17
6.	The Annual Rent	17
7.	Insurance	17
8.	Rates and taxes	20
9.	Utilities	20
10.	Common items	20
11.	[Landlord's Costs	21
12.	VAT.....	21
13.	Default interest and interest.....	22
14.	Costs	22
15.	Compensation on vacating	23
16.	Set-off.....	23
17.	Registration of this lease	23
18.	Assignments	23
19.	Underlettings	24
20.	Sharing occupation	24
21.	Charging.....	24
22.	Prohibition of other dealings	24
23.	Registration and notification of dealings and occupation.....	24
24.	Closure of the registered title of this lease.....	25
25.	Repairs.....	25
26.	Decoration	26
27.	Alterations	26
28.	Signs	27
29.	Returning the Property to the Landlord.....	27
30.	Use.....	28
31.	Compliance with laws	28
32.	Energy performance certificates.....	29
33.	Encroachments, obstructions and acquisition of rights	30
34.	Breach of repair and maintenance obligations.....	31
35.	Indemnity	31
36.	Landlord's covenants	31
37.	Re-entry and forfeiture	32
38.	Joint and several liability.....	32

39.	Warranty.....	33
40.	Notices, consents and approvals.....	33
41.	Governing law	34
42.	Jurisdiction	35
43.	Exclusion of sections 24-28 of the LTA 1954.....	35
44.	Contracts (Rights of Third Parties) Act 1999	35
45.	[Option to determine	36
12	combustible materials	40

SCHEDULE 1

Schedule 1	The Industrial Covenants.....	37
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PRESCRIBED CLAUSES

LR1. Date of lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

[INSERT TITLE NUMBER(S) OR LEAVE BLANK IF NONE]

LR2.2 Other title numbers

[TITLE NUMBER(S)] OR [None]

LR3. Parties to this lease

Landlord

SOMERSET COUNTY COUNCIL of County Hall Taunton Somerset TA1 4DY

Tenant

[COMPANY NAME]

[REGISTERED OFFICE ADDRESS]

[COMPANY REGISTERED NUMBER]

Other parties

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER]

Guarantor

LR4. Property

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.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

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.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

As set out in clause 47 of this Lease.

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

None.

LR11. Easements

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

[None] OR [The easements as specified in clause 3.2 of this lease].

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

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

None.

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

[OMIT ALL INAPPLICABLE STATEMENTS]

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

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

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY]]

THIS LEASE is dated [DATE]

PARTIES

- (1) SOMERSET COUNTY COUNCIL of County Hall Taunton Somerset TA1 4DY (**Landlord**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Tenant**).
- (3) [[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **OR** [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] and [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS]] (**Guarantor**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at £1 per annum.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 10 years beginning on, and including the date of this lease and ending on, and including [DATE].

Default Interest Rate: 4 % per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Highway Works Contract: means [INSERT DETAILS]

Improvements: means any works undertaken by the Landlord and approved by the Tenant pursuant to clause 4.1 (k) to put the Property in a better condition than that in which the Tenant is required to maintain it pursuant to the Tenant's obligations contained in this lease.

Industrial Covenants: means the covenants set out in Schedule 1.

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;
- (b) [loss of Annual Rent of the Property for [three] years]; and
- (c) any insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of National Westminster Bank Plc or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as [DESCRIPTION/ADDRESS OF THE LANDLORD'S NEIGHBOURING PROPERTY] [registered at HM Land Registry with title number[s] [INSERT TITLE NUMBER[S] IF REGISTERED]] [shown edged blue on the attached plan marked [INSERT PLAN REFERENCE]].

Lifts: all lifts and lift machinery and equipment within and forming part of the Property.]

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: means offices workshops stores and yards pursuant to the terms of the Highway Works Contract.

Property: the land and building at [DESCRIPTION/ADDRESS OF THE PROPERTY] [shown edged red] on the attached plan.

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent Commencement Date: [DATE].

Rent Payment Dates: [25 March, 24 June, 29 September and 25 December] **OR** [ALTERNATIVE RENT PAYMENT DATES].

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, [air conditioning,] energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in [the property register] [and [entry **OR** entries] [STATE RELEVANT ENTRY NUMBER(S)] of the charges register] of title number [TITLE NUMBER] **OR** [DESCRIPTION OF RELEVANT MATTERS AFFECTING AN UNREGISTERED REVERSION].

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 Subject to clause 40.3 a reference to **writing** or **written** includes fax and email.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.

- 2.2 The grant is made [together with the ancillary rights set out in clause 3,] excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it,
 - (b) the Insurance Rent; and
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 Except as mentioned in clause 3.2, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.2 [SET OUT ANY SPECIFIC RIGHTS NEEDED.]

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of [INSERT AGREED PERIOD] years from the commencement of the Contractual Term;
 - (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;

- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property; and
- (g) the right for the Landlord and all persons authorised by the Landlord in common with the Tenant and all other persons having a like right to pass and re-pass to and from the Landlord's Neighbouring Property and parking facility of the Landlord with or without vehicles at all times and for all purposes over such part of the Property necessary for such purpose.
- (h) [The exclusive right for the Landlord and all persons authorised by the Landlord to park cars and other motor vehicles on the land shown [] on the Plan.]
- (i) [The right for the Landlord and all persons authorised by the Landlord to exclusively use the car park shown [] on the Plan together with the right for the Landlord in common with the Tenant and all other persons having a like right to park cars and other motor vehicles on a first come first served basis within the land shown [] on the Plan]
- (j) [The right for the Landlord and all persons authorised by the Landlord to use the area of the Property shown [] on the Plan(s)]
- (k) The right for the Landlord at any reasonable time during the Contractual Term (after consultation with the Tenant but subject to providing the Tenant with details of and a specification and costings for the proposed Improvements and obtaining Tenant's prior written consent not to be unreasonably withheld or delayed to the Improvements, timing of works, specification and costings) to enter into the Property to undertake the Improvements to the Property such works to be carried out (subject to the later provision of this clause) at the sole cost of the Landlord causing as little disruption to the Tenant as reasonably possible and making good forthwith any damage caused to the Property to the reasonable satisfaction of the Tenant PROVIDED THAT if the Landlord shall give the Tenant not less than two months notice of its intention to undertake such Improvements it shall not be liable for any losses sustained by the Tenant as a result of disturbance and upon completion the Improvements shall be deemed to form part of the Property PROVIDED FURTHER THAT if the Landlord carries out an Improvement which is related to a matter in respect of which the Tenant has a repairing obligation

under the terms of this lease, the Tenant shall make a contribution towards the cost of the Improvement in a sum as is agreed between the parties (both acting reasonably and in good faith to each other) prior to the Improvements being carried out having regard to the reasonable estimate of the cost of the work that the Tenant would otherwise have been obliged to carry out in order to comply with its repairing obligation under this lease PROVIDED FURTHER THAT the Tenant's obligation to maintain the Improvements in clause 25 of this lease shall with effect from the date of practical completion of the Improvements be to keep and maintain the Improvements in good repair and condition.

(l) [ANY OTHER SPECIFIC RIGHTS THAT NEED TO BE RESERVED].]

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property [provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

- 4.2 The Landlord reserves the right to enter the Property:
- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
 - (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other

occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it upon demand

7. INSURANCE

- 7.1 Subject to clause 7.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 7.2 The Landlord's obligation to insure is subject to:
 - (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 7.3 The Tenant shall pay to the Landlord on demand:
 - (a) the Insurance Rent;

- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

7.4 The Tenant shall:

- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which

the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 7.7.

- 7.6 If the Property is damaged or destroyed by [a risk against which the Landlord is obliged to insure][the Insured Risk] so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of [three] years from the date of damage or destruction, if sooner.
- 7.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 7.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 7.9 The Tenant shall throughout the Contractual Term insure the Property against third party and public liability in such sum as the Tenant acting reasonably shall from time to time determine.

8. RATES AND TAXES

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoing payments payable in respect of the Property, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 8.2 If any rates taxes or other impositions and outgoing payments are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. UTILITIES

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. COMMON ITEMS

- 10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures

and other items used or capable of being used by the Property in common with other property.

- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.
- 10.3 The Landlord may provide any service that it considers beneficial for the good management of the Property. This may include cleaning of the Property and repairs to any shared areas of the Property including (for illustration purposes only and without limitation) yard surfaces fences floodlighting. The Tenant must pay to the Landlord on a proportionate basis any costs or expenses incurred by the Landlord by its undertaking any such service including any professional fees incurred.]

11. [LANDLORD'S COSTS

- 11.1 The Tenant must pay the Landlord's costs for providing cleaning service in accordance with its obligations contained in clause 37.2 of this Lease such contribution to be determined by the Landlord acting reasonably.
- 11.2 The Tenant must pay for the expenses incurred by the Landlord in providing the Close Circuit Television System in accordance with its obligation contained in clause 37.3 of this Lease whether or not such expenses are incurred by the Landlord directly or by the Landlord's agents and contractors such contribution to be determined by the Landlord.]

12. VAT

- 12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13. DEFAULT INTEREST AND INTEREST

- 13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

- 14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
 - (e) any consent or approval applied for under this lease, whether or not it is granted [(unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it)].
- 14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of

this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

16. SET-OFF

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17. REGISTRATION OF THIS LEASE

17.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17.2 The Tenant shall not:

- (a) apply to HM Land Registry to designate this lease as an exempt information document;
- (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this lease.

18. ASSIGNMENTS

18.1 The Tenant shall not assign the whole of this lease.

18.2 The Tenant shall not assign part only of this lease.

19. UNDERLETTINGS

- 19.1 The Tenant shall not underlet the whole of the Property.
- 19.2 The Tenant shall not underlet part only of the Property.

20. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

21. CHARGING

- 21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 21.2 The Tenant shall not charge part only of this lease.

22. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

- 23.1 In this clause a Transaction is:
- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
 - (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
 - (c) the making of any other arrangement for the occupation of the Property.

23.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

23.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT).

23.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

24. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

25. REPAIRS

25.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any [Lifts and] Service Media within and exclusively serving the Property are kept in good working order except that the Tenant shall not be required to put the Property into any better state of repair or condition than it was at the date of this lease as evidenced by the Schedule of Condition (to be obtained at the Tenant's own expense) annexed to this lease except to the final Proviso to clause 4.1 (k) in relation to Improvements carried out to the Property by the Landlord.

25.2 All repairs shall be carried out in a good and workmanlike manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

- 25.3 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.

26. DECORATION

- 26.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 26.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 26.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 26.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

27. ALTERATIONS

- 27.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.
- 27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 27.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

- 27.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

28. SIGNS

- 28.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld].
- 28.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. RETURNING THE PROPERTY TO THE LANDLORD

- 29.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 29.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 29.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The

Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

- 29.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30. USE

- 30.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 30.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.
- 30.4 The Tenant must observe and perform the Industrial Covenants.

31. COMPLIANCE WITH LAWS

- 31.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.

- 31.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 31.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 31.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent [not to be unreasonably withheld].
- 31.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 31.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 31.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 31.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

32. ENERGY PERFORMANCE CERTIFICATES

- 32.1 The Tenant shall:

- (a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.
- 32.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.
- 33. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 33.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 33.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
 - (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 33.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 33.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 33.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
 - (a) immediately inform the Landlord and shall give the Landlord notice of that action; and

- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

34. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

- 34.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 34.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 34.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 34.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.

35. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

36. LANDLORD'S COVENANTS

- 36.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

36.2 [The Landlord to clean the inside of the offices and toilets at the Property to a standard considered acceptable in accordance with usual standards of good practice SUBJECT TO the Tenant complying with its obligations to contribute towards the cost of cleaning in accordance with clause 11.1 of this Lease.

36.3 The Landlord to provide a Closed Circuit Television System for the benefit and security of the Property SUBJECT TO the Tenant complying with its obligation to contribute towards the cost of cleaning in accordance with clause 11.2 of this Lease.]

37. RE-ENTRY AND FORFEITURE

37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant in, this lease;
- (c) an Act of Insolvency.

37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

38. JOINT AND SEVERAL LIABILITY

38.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

38.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

38.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

38.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, [unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

39. WARRANTY

39.1 This lease constitutes the whole agreement between the parties in respect of this lease and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to the subject matter of this lease.

39.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

40. NOTICES, CONSENTS AND APPROVALS

40.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an e-mail is not in writing; and
- (b) given:
 - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
 - (ii) by fax to the party's main fax number.

40.2 If a notice complies with the criteria in clause 40.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the [second] working day after posting; or

(c) if sent by fax, at [9.00 am] on the next working day after transmission.

40.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

40.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

40.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

40.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

40.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

42. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

43. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

43.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into a certified copy of which notice is annexed to this lease;
- (b) [the Tenant **OR** [NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease; and
- (c) there is no agreement for lease to which this lease gives effect.

43.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

43.3 The parties confirm that:

- (a) the Landlord served a notice on the Guarantor, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be entered into by the Guarantor pursuant to paragraph 4 of the Schedule, before this lease was entered into (a certified copy of which notice is annexed to this lease); and
- (b) [the Guarantor **OR** [NAME OF DECLARANT], who was duly authorised by the Guarantor to do so], made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which statutory declaration is annexed to this lease).

44. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

45. [OPTION TO DETERMINE

- 45.1 In the event of the Highway Works Contract being terminated pursuant to the provisions relating to termination in the Highway Works Contract either party may determine this Lease by giving to the other notice for the same period as required for determination of the Highway Works Contract and on expiry of such notice the Contractual Term shall immediately cease but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.]
- 45.2 In the event that the Landlord does not invoke the provisions contained in clause 30.2 of the Conditions of Contract set out in the Highway Works Contract of the Highway Works Contract to extend the term of the Highway Works Contract beyond 31 March 2024 or 31 March 2026 this Lease shall cease and determine on the date of termination of the Highway Works Contract (being 31 March 2024 or 31 March 2026 (as appropriate) but without prejudice to the rights of either party against the other in respect of any rights or remedies that may have accrued.
- 45.3 In the event of the Property or any part of them or the means of access to them being required for sale demolition or in connection with a scheme of redevelopment rebuilding refurbishment or reconstruction the Landlord may determine this Lease by giving to the Tenant six months' notice and on expiry of such notice the Contractual Term shall immediately cease but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant PROVIDED THAT the Landlord shall pay to the Tenant upon demand compensation based on the reasonable cost to the Tenant of relocating to suitable alternative premises.]

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 2 THE INDUSTRIAL COVENANTS

1 Use of the Adjoining Conduits

The Tenant must pay the Landlord on demand a fair proportion to be determined by the Landlord of any sums that may be incurred by the Landlord in or incidentally to keeping the Service Media on the Landlord's Neighbouring Property in good and substantial repair and condition

2 Cesser of business

The Tenant must not cease carrying on business in the Property or leave the Property continuously unoccupied for more than one month without notifying the Landlord and

providing such caretaking or security arrangements for the protection of the Property as the Landlord reasonably requires

3 Smoke abatement - Noxious emissions

The Tenant must not cause or permit any gritty noxious or offensive emissions from any engine furnace chimney or other apparatus on the Property without using all reasonable means for preventing or counteracting the emissions

4 Statutory controls

The Tenant must comply with the provisions of the Clean Air Act 1993 and with the requirements of any notice served under it by the relevant authority or body

5 Environmental protection

5.1 Discharge of dangerous substances - Damage to the Service Media and environment

The Tenant must not permit any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance to be discharged into Service Media and must take all measures to ensure that any effluent discharged into Service Media does not harm the environment or corrode or otherwise harm Service Media or cause obstruction or deposit in them

5.2 Discharge of dangerous substances - Poisons and pollutants

The Tenant must not permit the discharge into any Service Media of any fluid of a poisonous or noxious nature or of a kind likely to sicken or injure the fish or that does in fact destroy them or likely to contaminate or pollute the water of any stream or river

6 Spillages and contamination

The Tenant must take all practicable precautions to ensure that no noxious substances are spilled or deposited on the Property and that contamination does not occur

7 Controlled special or radioactive waste

The Tenant must not deposit on the Property any controlled waste as defined in the Environmental Protection Act 1990 or special waste as defined in the Control of Pollution (Special Waste) Regulations 1980 or radioactive waste as defined in the Radioactive Substances Act 1993 section 18 or any other substance that may produce concentrations or accumulations of noxious gasses or noxious liquids that may cause pollution of the environment or harm to human health

8 Notice of spillages and inspection

Within 14 days of the spilling or deposit on the Property of any noxious substances in a quantity that may cause serious damage to or pollution of the environment or serious damage to property or serious harm to human health the Tenant must inform the Landlord of this and permit him to enter and inspect the Property

9 Indemnity for damage and pollution

The Tenant must indemnify the Landlord and keep him indemnified against any losses in respect of damage to or pollution of the environment or damage to property or harm to human health caused by the actions or defaults of the Tenant on the Property or any substances on them resulting from such actions or defaults whether in liquid or solid form or in the form of gas or vapour PROVIDED THAT the Tenant shall not be liable in respect of contamination on or under the Property existing at or prior to the date of this Lease or leaching on to or under the Property from elsewhere

10. Machinery

10.1 Maintenance of machinery

The Tenant must keep all plant apparatus and machinery including any boilers and furnaces on the Property [INSERT RELEVANT DETAILS] ('the Machinery') properly maintained and in good working order following manufacturers recommendations having particular regard to recommended service intervals and for that purpose must employ reputable and suitably qualified contractors to be approved by the Landlord whose approval may not be unreasonably withheld or delayed ('The Contractors') to carry out regular periodic inspection and maintenance of the Machinery

10.2 Renewal of parts

The Tenant must renew all working and other parts of the Machinery as and when necessary or when recommended by the Contractors

10.3 Operation

The Tenant must ensure that the Machinery is properly operated by staff that have received the necessary training and must also ensure that any training requirements are maintained as may be necessary with the effluxion of time.

10.4 Damage from the Machinery

The Tenant must avoid damage to the Property by vibration or otherwise

10.5 Health and Safety Legislation

The Tenant must ensure that all Health and Safety legislation affecting such Machinery is complied with at all times and in all respects

11 SIGNS

The Tenant must at all times display and maintain at a point on the Property to be specified in writing by the Landlord a suitable sign of a size and kind first approved by the Landlord showing the Tenant's trading name and business

12 COMBUSTIBLE MATERIALS

The Tenant must not store on the Property or bring onto them anything of a specially combustible inflammable or explosive nature other than as required in connection with the provision of services by the Tenant pursuant to then Highway Works Contract and excluding fuel in the tanks of vehicles or in properly banded and secure storage and must comply with the requirements and recommendations of the fire authority and the requirements of the Landlord as to fire precautions relating to the Property

EXECUTED as a DEED by
affixing THE COMMON SEAL
of SOMERSET COUNTY COUNCIL
in the presence of:-

.....
Authorised Officer

Executed as a deed by [NAME OF
TENANT] acting by [NAME OF
FIRST DIRECTOR], a director and
[NAME OF SECOND DIRECTOR
OR SECRETARY], [a director **OR** its
secretary]

.....
[SIGNATURE OF FIRST
DIRECTOR]
Director
.....
[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]
[Director **OR** Secretary]

OR

Executed as a deed by [NAME OF
TENANT] acting by [NAME OF
DIRECTOR], a director, in the
presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]

Executed as a deed by [NAME OF
GUARANTOR] acting by [NAME OF
FIRST DIRECTOR] and [NAME OF
SECOND DIRECTOR/SECRETARY]

.....
Director
.....

Director/Secretary

OR

Signed as a deed by [NAME OF
GUARANTOR]

.....
[SIGNATURE OF GUARANTOR]

in the presence of [NAME OF
WITNESS]

.....
[SIGNATURE OF WITNESS]

.....
[NAME OF WITNESS]

.....
.....
[ADDRESS OF WITNESS]

Signed as a deed by [NAME OF
GUARANTOR]

.....
[SIGNATURE OF GUARANTOR]

in the presence of [NAME OF
WITNESS]

.....
[SIGNATURE OF WITNESS]

.....
[NAME OF WITNESS]

.....
.....
[ADDRESS OF WITNESS]