



SCHEDULE 9

LEASE

Version number	Issue Date	Comment
1.0	April 2025	Execution Version



DATED _____ **20**[]

(1) SECRETARY OF STATE FOR JUSTICE

(2) SODEXO LIMITED

LEASE
relating to HMP Forest Bank, Agecroft Road,
Pendlebury, Salford, M27 8FB



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PRESCRIBED CLAUSES

LR1. Date of lease

[REDACTED]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

GM719043

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France London SW1H 9AJ

Tenant

SODEXO LIMITED (Registered No. 00842846) whose registered office is at One, Southampton Row, London, WC1B 5HA

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.

The premises (referred to in this Lease as the "Premises") as shown edged red on the Plan attached at Appendix 1

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

Not applicable

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

Not applicable

LR6. Term for which the Property is leased

From and including [REDACTED] (referred to in this Lease as the "Term Commencement Date")

To and including [REDACTED]

(This term is referred to in this Lease as the "Contractual Term")

[Note: The Contractual Term will end on the Lease Expiry Date]



[Note: The Term Commencement Date will be the date ascertained in accordance with the Prison Operating Contract]

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

The covenant specified in clause 2.4.3.6

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

None

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

The rights specified in clause 3.1 and Schedule 1

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

The rights specified in clause 3.2 and Schedule 2

LR12. Estate rent charge burdening the Property

None

LR13. Application for standard form of restriction

None

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

Not applicable



THIS LEASE is made on the date set specified in the Prescribed Clauses

BETWEEN:-

- (1) the Landlord; and
- (2) the Tenant,

each one a "**Party**" and together are the "**Parties**".

IT IS AGREED as follows:-

1. **INTERPRETATION**

1.1 **Defined terms**

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

" 1925 Act "	means the Law of Property Act 1925;
" Adjoining Premises "	means any premises, whether or not owned by the Landlord at any time during the Contractual Term, which are adjacent to or near to the Premises but excluding the Council Adjoining Land;
" Authorised Use "	means the use of the Premises for such purposes to enable the Tenant to comply with its obligations in the Prison Operating Contract in accordance with the terms of the Prison Operating Contract;
" Business Day "	means a calendar day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;
" Conduits "	means all conduits, drains, culverts or other media, including all fixtures and ancillary apparatus, used for or in connection with all or any of:- <ul style="list-style-type: none">(a) the supply of Utilities and/or drainage; and(b) any plant and machinery;
" Contractual Term "	means the period from the Term Commencement Date until and including the Lease Expiry Date, as detailed in clause LR6 of the Particulars;
" Council Adjoining Premises "	means the area of land adjoining the Premises shown shaded green and yellow on the Plan and that is subject to the Council Premises Lease registered at the Land Registry under Title Number GM937522;



"Council Premises Lease"	means the lease of land adjoining the Premises dated 21 January 2003 made between Her Majesty's Principal Secretary of State for the Home Department and (2) The Council of the City of Salford registered at the Land Registry under Title Number GM937522
"Interest Rate"	means four per cent (4%) per annum above the base lending rate from time to time of National Westminster Bank PLC 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;
"Lease Expiry Date"	means [REDACTED] <i>[Note: this date will be inserted prior to execution/completion of the Lease and will be the date of expiry of the period running from the Term Commencement Date and comprising the Initial Contract Period (as defined in the Ts and Cs of the Prison Operating Contract to which this draft lease is attached) plus the maximum extension periods under Clause 2 of the Ts and Cs of the Prison Operating Contract plus the maximum exit period referred to in Schedule 24 of the Prison Operating Contract]</i>
"Legislation"	any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, and any exercise of the Royal Prerogative in the United Kingdom and shall include the Offender Management Act 2007;
"Open Space Land"	means the area of land coloured green on the Plan;
"Liability Period"	means any period during which a person is bound by the Tenant's Covenants pursuant to the 1995 Act;
"Partial Termination"	means a partial termination of the Prison Operating Contract in the circumstances set out in clause 49.3 (Authority Partial Termination) of the Prison Operating Contract (or any other partial termination agreed by the Secretary of State for Justice and the Tenant from time to time pursuant to the Prison Operating Contract) and "Partially Terminated" shall be construed accordingly;
"Particulars"	means the Land Registry Particulars set out at the front of this Lease;
"Planning Acts"	means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and all other Laws from time to time in force relating to town and country planning;



"Plan"	means the corresponding plan attached at Appendix 1 (Plan) and labelled accordingly;
"Pond"	means the pond located on the Council Adjoining Land and shown coloured green and cross hatched blue on the Plan;
"Premises"	means the premises shown edged red on Plan attached at Appendix 1 (Plan);
"Prison Operating Contract"	means the contract dated [REDACTED] and made between the Secretary of State for Justice (1) and the Tenant (2) relating to the management of certain custodial services and property and facility management services at the Premises;
"Project Documents"	means the agreements entered into by the Tenant for the performance of its obligations under the Prison Operating Contract or that are ancillary to the Prison Operating Contract and the Tenant's occupation and operation of the Premises;
"Rents"	means the sums payable by the Tenant to the Landlord in accordance with clause 4.1 (Obligation to pay rent);
"Sports Ground Land"	means the area of land coloured yellow on the Plan and known as Agecroft Sports Centre;
"Tenant's Covenants"	means the obligations, conditions and covenants to be complied with by a tenant of this Lease;
"Term Commencement Date"	means [REDACTED]; <i>[Note: this will be the date ascertained in accordance with the Prison Operating Contract – anticipated date 20 January 2026]</i>
"Title Matters"	means the matters briefly described in Schedule 3 (Title Matters);
"Utilities"	means electricity, gas, water, surface water and foul drainage, telecommunications and data services and any other similar services;
"Value Added Tax"	means any value added taxes as defined in the Prison Operating Contract;
"Yearly Rent"	means one pound (£1) per annum, if demanded.

1.2 Construction

In this Lease, except where the context otherwise requires:-

- 1.2.1 the masculine includes the feminine and vice versa;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 save where stated to the contrary, any reference to this Lease or to any other document shall include any permitted variation, amendment, or supplement to such document;



- 1.2.4 any reference to any enactment, order, regulation, code or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted;
- 1.2.5 headings are for convenience of reference only and are not intended to affect the interpretation thereof;
- 1.2.6 words preceding "**including**", "**includes**" and "**included**" shall be construed without limitation by the words which follow these words;
- 1.2.7 unless otherwise indicated, references to clauses, Schedules and Appendices are to clauses of, Schedules and Appendices to this Lease and references in a Schedule to a paragraph are to a paragraph of that Schedule;
- 1.2.8 references to the Landlord, or the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.9 the Landlord's obligations in this Lease do not bind 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;
- 1.2.10 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.11 references to the end of the Contractual Term include the determination of the Contractual Term before the Lease Expiry Date;
- 1.2.12 "**indemnify**" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;
- 1.2.13 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;
- 1.2.14 any covenant by the Tenant not to do any act or thing includes a covenant not to permit, suffer or allow the doing of that act or thing;
- 1.2.15 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
- 1.2.16 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.

1.3 **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.



1.4 **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.

1.5 **Landlord and Tenant (Covenants) Act 1995**

This Lease is a "new tenancy" for the purposes of section 1 of the 1995 Act.

2. **LETTING, TERM AND TERMINATION**

2.1 **Creation of the Term**

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

2.2 **Quiet Enjoyment**

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

2.3 **Right of Re-entry**

The Landlord may enter on to the whole or any part of the Premises and by so doing end this Lease if the Tenant breaches any of the Tenant's Covenants provided that the Landlord shall only exercise such rights in conjunction with the termination of the Prison Operating Contract in accordance with its terms.

2.4 **Termination or expiry of the Prison Operating Contract**

2.4.1 If the Prison Operating Contract is terminated for any reason or otherwise expires prior to the Lease Expiry Date then this Lease shall automatically cease and determine with effect from the date that the Prison Operating Contract terminates or otherwise expires (but without prejudice to any rights or remedies that may have accrued).

2.4.2 If the Prison Operating Contract is subject to Partial Termination relating to the Premises for any reason prior to the Lease Expiry Date, the Landlord may either (in each case without prejudice to any rights or remedies that may have accrued):

2.4.2.1 require the Tenant to vary this Lease by entering into a deed of variation and or surrender so as to remove those parts of the Premises that the Landlord considers are no longer required by the Tenant to comply with its obligations under the Prison Operating Contract with effect from the effective date of the Partial Termination; or

2.4.2.2 serve written notice on the Tenant terminating this Lease with effect from the date specified in the notice and in which event the Lease shall terminate on the date specified in such notice provided that the Landlord agrees it shall only serve notice of termination of the Lease if the Landlord reasonably considers that the Tenant no longer requires a lease of the Premises in order comply with its obligations under the Prison Operating Contract following Partial Termination.



2.4.3 The Tenant shall immediately on termination of this Lease pursuant to clause 2.4.1 or clause 2.4.2:-

2.4.3.1 procure the unconditional release and discharge of any charges which shall be registered against or shall otherwise affect the Tenant's interest in the Premises;

2.4.3.2 deliver unconditionally to the Landlord any title deeds and documents relating to the Tenant's interest in the Premises, including the original of this Lease, all documents supplemental to this Lease and all documentation providing evidence (in a form satisfactory to the Land Registry) of the release and discharge of all charges;

2.4.3.3 comply with any other requirement from time to time of the Land Registry to enable the cancellation of the Tenant's leasehold title to the Premises;

2.4.3.4 provide such documentation and assistance to the Landlord as may be required to procure the cancellation of the Tenant's title to the Premises at the Land Registry;

2.4.3.5 immediately vacate and procure that all of its sub-contractors (of any tier) and their employees shall immediately vacate the Premises; and

2.4.3.6 (without prejudice to clauses 2.4.1 and 2.4.2) if required by the Landlord as evidence of the termination complete a surrender of this Lease in a form to be agreed between the Parties acting reasonably.

2.5 **Effect of the Lease Coming to an End**

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

2.6 **Criminal Justice Act 1991**

The Landlord hereby certifies that this Lease has been granted for the purposes of a contract under the provisions of Section 84 of the Criminal Justice Act 1991 (as inserted by Section 96 of the Criminal Justice and Public Order Act 1994) and by virtue of such Section none of the following enactments apply to this Lease namely:-

2.6.1 Part II of the Landlord and Tenant Act 1954;

2.6.2 Section 146 of the Law of Property Act 1925;

2.6.3 Sections 19(1) (2) and (3) of the Landlord and Tenant Act 1927 and the Landlord and Tenant Act 1988; and

2.6.4 Agricultural Holdings Act 1986.

2.7 **Consent**

The Landlord hereby confirms that the consent required for this Lease under Section 35(1) of the Prison Act 1952 has been duly given.



3. **RIGHTS AND RESERVATIONS**

3.1 **Rights Granted**

The Premises are let together with the rights set out in Schedule 1 (Rights granted to the Tenant):-

- 3.1.1 so far as the Landlord is able to grant them;
- 3.1.2 for use in common with the Landlord and any other person using them with the express or implied authority of the Landlord unless the rights are expressed to be exclusive rights for the Tenant;
- 3.1.3 for the benefit of the Tenant and any other person using them with the express or implied authority of the Tenant including its employees, agents, permitted undertenants, any other permitted occupier of the Premises and any other person under its or their control; and
- 3.1.4 subject to the right of the Landlord to bring to an end, suspend or vary the rights in circumstances where reasonable alternative rights necessary for the use and enjoyment of the Premises are granted to the Tenant in the place of those which have been brought to an end, suspended or varied.

3.2 **Rights Reserved**

The rights set out in Schedule 2 (Rights reserved by the Landlord) 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. The Tenant shall permit the exercise of these rights and is not to obstruct or prevent these rights being exercised provided they are exercised in accordance with the terms of this Lease.

3.3 **Title Matters**

The letting is made subject to and with the benefit of the Title Matters so far as they are still subsisting, capable of taking effect and affect the Premises. The Tenant shall (save where otherwise specified in the Prison Operating Contract) comply with them and indemnify the Landlord against any breach of them.

3.4 **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.

3.5 **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 of the 1925 Act or the rule in *Wheeldon v Burrows* are expressly excluded.

3.6 **Restrictions on rights**

The Tenant is not:-

- 3.6.1 to do or omit to do anything which might result in the loss of any right or easement enjoyed by the Premises; or



3.6.2 to do or omit to do anything which results or might result in the creation of any new rights or easements over the Premises and, if it becomes aware of any which are being created, the Tenant:-

3.6.2.1 is to notify the Landlord in writing; and

3.6.2.2 is, at its own cost, to take any action which the Landlord reasonably requires to prevent the creation of new rights and easements over the Premises.

3.7 **Landlord's Rights**

Nothing in this Lease is to limit or affect the rights of the Landlord:-

3.7.1 to deal with any Adjoining Premises as it thinks fit; or

3.7.2 to permit the owner of any Adjoining Premises to deal with them as it thinks fit,

provided that this clause 3.7 (Landlord's rights) does not operate as a waiver by the Tenant in whole or in part of the Landlord's undertaking pursuant to **clause 4.1 (Authority Obligations)** of the Prison Operating Contract.

4. **RENTS PAYABLE**

4.1 **Obligation to Pay Rent**

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

4.1.1 the Yearly Rent shall be paid (if demanded) in advance on each anniversary of the Term Commencement Date throughout the Contractual Term; and

4.1.2 any other sums due to the Landlord pursuant to this Lease.

4.2 **Value Added Tax**

The Rents and any other sums payable by the Tenant under this Lease are exclusive of Value Added Tax. An obligation on the Tenant under this Lease to pay money includes an obligation to pay as additional rent any Value Added Tax chargeable on that payment. When a taxable supply is made for the purposes of Value Added Tax under this Lease, a valid Value Added Tax invoice is to be issued in respect of that supply.

4.3 **Interest on Late Payment**

If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as a rent, within fourteen (14) days of the due date of the payment the Tenant is to pay interest on those sums, both after as well as before judgement, at the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

5. **COSTS**

Landlord's Costs



The Tenant is to pay to the Landlord as additional rent within fourteen (14) days after demand the Landlord's costs arising from:-

- 5.1.1 the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord, whether or not forfeiture is avoided by an order of the court; and
- 5.1.2 any application made by the Tenant for the Landlord's consent or approval to any matter under this Lease (other than in respect of any matters relating to the proper discharge by the Tenant of any of its obligations undertaken in accordance with the Prison Operating Contract);
- 5.1.3 contributing towards or complying with any Title Matters affecting the Premises.

6. REPAIRS AND MAINTENANCE

6.1 Tenant's Repair and Maintenance Obligations

The Tenant is:-

- 6.1.1 to keep the Premises and the Conduits serving the Premises in such state of repair and condition as is required in accordance with the Tenant's obligations under the Prison Operating Contract;
- 6.1.2 to give notice to the Landlord of any defects in the Premises which might give rise to a duty imposed on the Landlord by common law or by statute as soon as reasonably practicable after the relevant matter comes to the Tenant's attention;
- 6.1.3 not to discharge into the Conduits any oil or grease, or noxious or deleterious effluent or any other substance which may harm the Conduits (but excluding the proper discharge of any waste usually associated with the Authorised Use);
- 6.1.4 not to obstruct the free passage of Utilities through the Conduits or damage the Conduits in any way;
- 6.1.5 not to cause any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises; and
- 6.1.6 not to do anything on the Premises which would remove support from or otherwise endanger or undermine any structure upon the Premises or the retained or adjacent property owned by the Landlord.

6.2 Tenant's Alterations Obligations

The Tenant is not to carry out any alterations, additions or demolition to the Premises or to the Conduits serving the Premises or situate under the Adjoining Premises except to the extent permitted by the Prison Operating Contract.

6.3 Tenant's Works Obligations

The Tenant is to carry out any works (including alterations, additions, cleaning and redecoration) at the Premises or to the Conduits in accordance with the provisions of the Prison Operating Contract.



7. USE OF THE PREMISES

7.1 Authorised Use

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

7.2 Restrictions and obligations regarding Access

7.2.1 Notwithstanding the foregoing, the Tenant covenants not to use that part of the Premises as is shown:-

7.2.1.1 coloured pink and hatched black on the Plan for any purpose other than as main vehicular and pedestrian access to the Prison on the Premises and for use as a means of access to and egress from the car parking area shown coloured pink hatched green on the Plan;

7.2.1.2 coloured pink cross hatched red and that part coloured pink hatched blue on the Plan for any purpose other than either the secondary access to the Prison on the Premises for use by the Police Authority the fire services the Ambulance Service and HM Prison Service or as a means of access to Sports Ground Land or other properties adjoining the Premises;

7.2.1.3 coloured pink hatched green on the Plan for any purpose other than as a car parking area;

7.2.1.4 coloured pink hatched blue on the Plan for any purpose other than for recreational purposes approved by the Landlord such approval not to be unreasonably withheld or delayed; and

7.2.1.5 coloured pink hatched orange on the Plan for any purpose other than the access road to the properties in Billington Road adjoining the Premises.

7.2.2 The Tenant shall ensure at all times that parking spaces for the parking of not less than 20 vehicles in the car park coloured pink hatched green on the Plan is available to the tenant (and those authorised or permitted by it) of the Council Premises Lease.

7.3 No Warranty

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 or otherwise.

8. RESTRICTIONS ON PARTING WITH POSSESSION

The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of Premises, hold the whole or any part of the Premises on trust for any other person or enter into any agreement to do so except and to the extent that it is expressly permitted to do so by the terms of this Lease or the Prison Operating Contract.



9. ASSIGNMENT

9.1 Assignment of Whole

The Tenant may assign the whole of the Premises but only in circumstances where the Tenant (as the Contractor under the Prison Operating Contract) is permitted to transfer the Prison Operating Contract provided that:-

- 9.1.1 the condition set out in clause 9.2 (Condition for Assignment) is satisfied;
- 9.1.2 none of the circumstances set out in clause 9.3 (Circumstances Where Assignment is Prohibited) apply; and
- 9.1.3 the Tenant obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed where the preceding provisions of this clause 9.1 (Assignment of Whole) have been complied with.

9.2 Condition for Assignment

The condition referred to in clause 9.1.1 (Assignment of Whole) is specified for the purposes of section 19(1A) of the 1927 Act and is that the proposed assignee enters into a direct covenant with the Landlord to comply with the Tenant's Covenants during the proposed assignee's Liability Period.

9.3 Circumstances Where Assignment is Prohibited

The circumstances mentioned in clause 9.1.2 (Assignment of Whole) are specified for the purposes of section 19(1A) of the 1927 Act and are:-

- 9.3.1 that no assignment of this Lease shall take place save by way of an assignment of the whole of the Premises simultaneously with a permitted assignment of the benefit and delegation of the burden of the Prison Operating Contract and the Project Documents to the proposed assignee in accordance with the Prison Operating Contract; and
- 9.3.2 that no assignment of this Lease shall take place unless all of the provisions of the Prison Operating Contract relating to the assignment of the Prison Operating Contract and the Project Documents are fully and effectively complied with.

10. CHARGING THE PREMISES

The Tenant is not to create any mortgage or charge, whether legal or equitable, over part only or whole of the Premises or any fixtures or fittings in them except to the extent (if any) permitted in accordance with the Prison Operating Contract.

11. NOTIFICATION OF DETAILS

Without prejudice to the restrictions contained in this Lease, within one (1) month after any assignment, charge, assent, transfer of the Premises and the grant, assignment or charging of any underlease, however remote, the Tenant is to give written notice to the Landlord of the disposition together with certified copies of all the documents giving effect to it.



12. LEGISLATION

12.1 Compliance with Legislation

The Tenant is to:-

12.1.1 comply with all Legislation, including the Planning Acts, and the requirements of every public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises; and

12.1.2 carry out at its own cost all works and other matters required to fulfil this obligation save where otherwise specified under the Prison Operating Contract.

12.2 Notices

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any 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 and expense to:-

12.2.1 provide immediately a copy of the notice, proposal, requisition, direction or communication to the Landlord; and

12.2.2 without prejudice to clause 12.1 (Compliance with Legislation), at the request of the Landlord make or join in with the Landlord in making any representations or objections in respect of these matters as the Landlord (acting reasonably) may require.

12.3 Permits and Licences

The Tenant shall at its own cost obtain all necessary permits, licences, consents, registrations, authorisations or exceptions from any relevant statutory authority which are required for the use of the Premises in accordance with the Authorised Use and shall comply with them at all times.

13. PLANNING APPLICATIONS

The Tenant is not to apply for planning permission under the Planning Acts or to implement any planning permission without the prior written consent of the Landlord or otherwise except to the extent expressly permitted by the Prison Operating Contract.

14. END OF THE TERM

14.1 Return of the Premises

At the end of the Contractual Term, the Tenant shall return the Premises to the Landlord in accordance with its obligations under this Lease and the Prison Operating Contract and shall return all keys to the Premises to the Landlord.

14.2 Exclusion of 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 Contractual Term.



14.3 Continuation of Liability

The provisions of this clause 14 (End of the Term) will continue to bind the Landlord and the Tenant after the end of the Contractual Term.

15. PRISON OPERATING CONTRACT

15.1 The Landlord and the Tenant shall comply with their respective obligations in the Prison Operating Contract in respect of the Premises. Where the Landlord is asked for consent or approval by the Tenant and this Lease provides that such consent and approval may not be unreasonably withheld, the Landlord shall be entitled to have full regard to the terms and operation of the Prison Operating Contract and need not grant consent where this would be inconsistent with the Prison Operating Contract.

15.2 The Landlord shall not exercise or seek to exercise any further rights it has under this Lease for breach of the Tenant's Covenants to the extent that the Landlord has a remedy against the Tenant as the Contractor under the Prison Operating Contract in relation to the same event giving rise to liability under this Lease.

16. LAND REGISTRY APPLICATIONS

16.1 First Registration of Title

16.1.1 As soon as reasonably practicable after the date of this Lease, the Tenant named in the Particulars is to apply to the Land Registry for first registration of the title to this Lease and apply for a note of this Lease to be entered on the title number(s) set out in clause LR2.1 of the Particulars.

16.1.2 The Tenant shall procure that the form of such application together with any documents or list of documents submitted or to be submitted with it shall be approved by the Landlord prior to submission (such approval not to be unreasonably withheld or delayed) and, as part of the application, the Tenant is to use all reasonable endeavours to ensure that the Land Registry notes both the benefit of the rights granted by clause 3.1 (Rights granted to the Tenant) and the burden of the rights reserved by clause 3.2 (Rights reserved by the Landlord) on the leasehold title.

16.1.3 On completion of the registration, the Tenant is to provide official copies of the new title to the Landlord showing the Tenant registered as proprietor together with a copy of the title plan.

16.2 Registration on Assignment

As soon as reasonably practicable following the assignment of this Lease, the assignee as Tenant is to apply to the Land Registry to be registered as the proprietor of this Lease and, on completion of that registration, is to provide the Landlord with official copies of the title showing the assignee as the registered proprietor of this Lease.

16.3 End of the Term

At the end of the Contractual 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 of the Lease and the rights granted and reserved by it from the title number(s) set out in clauses LR2.1 and LR2.2 of the Particulars.



16.4 **Landlord's Title**

The Landlord has deduced title to the Premises to the Tenant on or before the date of this Lease and is under no further obligation to the Tenant to deduce title or to answer any requisitions or enquiries in respect of the title to the Premises.

16.5 **Exclusion of Liability**

The Landlord will not be liable to the Tenant for any failure by the Tenant to register this Lease at the Land Registry or to register or note any of the rights granted or reserved by this Lease at the Land Registry either by notice or by way of caution against first registration, whichever is appropriate.

17. **EXCLUSION OF THE LANDLORD AND TENANT ACT 1954**

17.1 Notwithstanding the provisions of clause 2.6 (Criminal Justice Act 1991), the Tenant confirms that prior to entering into this Lease, or being contractually bound to do so:-

17.1.1 the Landlord served on the Tenant a notice complying with the requirements of section 38A(3) of the 1954 Act;

17.1.2 the Tenant, or a person duly authorised by the Tenant, made a statutory declaration (the "**Tenant's Statutory Declaration**") complying with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

17.2 Where the Tenant's Statutory Declaration was made by a person other than the Tenant, the Tenant confirms that the declarant was duly authorised to make the Tenant's Statutory Declaration on the Tenant's behalf.

17.3 The Landlord and the Tenant agree that sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy created by this Lease.

17.4 The provisions of this clause 17 (Exclusion of the Landlord and Tenant Act 1954) are without prejudice or limitation to the provisions of clause 2.6 (Criminal Justice Act 1991).

18. **NOTICES**

18.1 **Service of Notices**

Redacted Under FOIA Section 43, Commercial Interests

18.2 **Changes**

Either Party to this Lease may change its nominated address or email by prior notice to the other Party.

18.3 **Notices by Post**

Notices given by special or recorded delivery shall be effective upon the earlier of:-

18.3.1 actual receipt; and

18.3.2 five (5) Business Days after mailing.



18.4 **Notices by Hand**

Notices delivered by hand shall be effective upon delivery.

18.5 **Notices by Email**

18.5.1 Notices given by email shall be deemed to have been received on the later of: (i) twenty-four (24) hours from delivery (provided that this is on a Business Day); or (ii) 9.00am on the first Business Day following the email being sent (if the twenty-four (24) hour period ends on a non Business Day), and (in either case) where the email is sent to the correct email address and no notice of delivery failure is received.

18.5.2 Notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in accordance with clause 18.1.

18.5.3 Failure to send any original notice by personal delivery or recorded delivery in accordance with clause 18.5.2 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or special or recorded delivery (as set out in clause 18.3) or if earlier, the time of response or acknowledgement by the other Party of the email attaching the relevant notice.

19. **CONFLICT OF AGREEMENTS**

In the event of any conflict between this Lease and the Prison Operating Contract, the provisions of the Prison Operating Contract shall prevail.

20. **GOVERNING LAW AND JURISDICTION**

This Lease shall be governed by the laws of England and the Parties submit to the exclusive jurisdiction of the Courts of England.

21. **EXECUTION**

EXECUTED AS A DEED by the Parties on the date which first appears in this Lease.



SCHEDULE 1

RIGHTS GRANTED TO THE TENANT

1. CONDUITS

The right to use the Conduits serving the Premises for the passage or transmission of Utilities to and from the Premises.

2. SUPPORT

The right of support for the Premises from any Adjoining Premises owned by the Landlord.

3. ACCESS FOR REPAIRS

The right to enter and remain upon so much as is necessary of any Adjoining Premises owned by the Landlord on not less than forty eight (48) hours' prior notice to and upon receipt of written approval from the Landlord (except in case of emergency when written approval is not required and as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to repair, maintain, decorate, replace, renew and clean the Premises and any Conduits serving the Premises in accordance with the terms of this Lease where the Tenant is not reasonably able to carry out those works from within the Premises, subject in each case to:-

- 3.1 the Tenant complying with such rules and regulations as may be stipulated from time to time by the Landlord;
- 3.2 the Tenant complying with the terms of any agreed protocol relating to such access, which the Landlord and the Tenant shall each use all reasonable endeavours to agree on or as soon as reasonably practicable following the date of this Lease;
- 3.3 the Tenant making good in a reasonable manner any damage caused to the land in question as soon as reasonably practicable and to the reasonable satisfaction of the Landlord; and

4. PRISON OPERATING CONTRACT

Any rights granted to the Tenant as the Contractor under the Prison Operating Contract.

5. RIGHTS GRANTED OVER THE COUNCIL ADJOINING LAND

The rights (in so far as the Landlord can lawfully grant the same) that have been reserved to the Landlord in the Second Schedule of the Council Premises Lease as follows:-

- 5.1 The right to lay maintain test inspect and use a 600 millimetre outfall pipe between the points marked "A" and "B" on the Plan together with the right to construct and maintain a headwall with security grill at the point marked "B" on the Plan TOGETHER ALSO with the right to discharge surface water into the Pond by means of such outfall;
- 5.2 The right to lay maintain test inspect and use a new 100 millimetre foul sewer in the approximate position shown by a black line on the Plan between the points marked "C" and "D" on the Plan together with the right to construct maintain and use a foul water detention tank and pumps at the point marked "D" on the Plan;



- 5.3 The right to the free use of a 600 millimetre outfall pipe in the approximate position shown by a black line on the Plan between the points marked "F" and "G" on the Plan as the final outfall for the Pond overflow;
- 5.4 The right to the free use of the existing 36 inch surface water culvert in the approximate position shown by a black line on the Plan between the points marked "J" and "K" on the Plan including construction of a new manhole at the point marked "K" on the Plan; and
- 5.5 The right to maintain test inspect and use the existing 36 inch surface water culvert in the approximate position shown by a black line on the Plan between the points marked "K" and "I" on the Plan together with the right to construct a new manhole in such culvert.



SCHEDULE 2

RIGHTS RESERVED BY THE LANDLORD

1. RIGHTS TO BUILD

The right to build on, alter, add to redevelop or extend in any way any Adjoining Premises owned by the Landlord or to permit the owner of any Adjoining Premises to do so in relation to its property even though the access of light and air to the Premises may be affected and without being liable to pay any compensation to the Tenant.

2. TO USE CONDUITS

The right to use any Conduits within or passing through the Premises for the passage or transmission of Utilities to and from any Adjoining Premises and to connect the Conduits within the Premises to the Conduits within the Adjoining Premises.

3. SUPPORT

The right of support and protection from the Premises for any Adjoining Premises and the Council Adjoining Land.

4. RIGHT TO LIGHT AND AIR

All rights to light and air and any other rights and liberties enjoyed (whether as easements, quasi-easements or otherwise and whether or not continuous, apparent, where reasonably necessary) by the Adjoining Premises and by the Council Adjoining Land over the Premises, notwithstanding that, by reason of unity of ownership, no such right previously existed.

5. ACCESS FOR REPAIRS

The right to enter and remain upon so much as is necessary of the Premises on not less than forty eight (48) hours' prior notice to and upon receipt of written approval from the Tenant (except in case of emergency when written approval is not required and as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to repair, maintain, decorate, replace, renew and clean the Adjoining Premises or the Council Adjoining Land where the Landlord is not reasonably able to carry out those works from within the Adjoining Premises, subject in each case to:-

- 5.1 the Landlord complying with such rules and regulations as may be stipulated from time to time by the Tenant;
- 5.2 the Landlord complying with the terms of any agreed protocol relating to such access, which the Landlord and the Tenant shall each use all reasonable endeavours to agree on or as soon as reasonably practicable following the date of this Lease; and
- 5.3 the Landlord making good in a reasonable manner any damage caused to the land in question as soon as reasonably practicable and to the reasonable satisfaction of the Tenant.

6. RIGHT TO ACCESS AND REPAIR CONDUITS

The right to enter and remain upon so much as is necessary of the Premises on not less than forty eight (48) hours' prior notice (except in case of emergency when as much notice as is practicable in



the circumstances shall be given) with or without workmen, plant and equipment to carry out or to permit the repair, maintenance, replacement, renewal, cleaning, connection to and capping of any Conduits serving any Adjoining Premises or the Council Adjoining Land the person or persons exercising such right making good in a reasonable manner any damage caused to the Premises as soon as reasonably practicable and to the reasonable satisfaction of the Tenant.

7. GENERAL RIGHT OF ACCESS

A right of access (in favour of the Landlord and any other person having express or implied authority from the Landlord) on to the Premises at all reasonable times on giving reasonable prior notice to the Tenant for all reasonable purposes in connection with any Adjoining Premises, the Council Adjoining Land any obligation under the Prison Operating Contract and/or in connection with the Landlord's undertaking as the His Majesty's Prison and Probation Service.

8. RIGHTS RESERVED FOR THE COUNCIL ADJOINING LAND

The rights for the Landlord and the owner and occupiers of the Council Adjoining Land and all those authorised by any of them that have been granted to the owners and occupiers of the Council Adjoining Land over the Property contained in the First Schedule of the Council Premises Lease and including those set out below:

- 8.1 The right in common with the Landlord and all others entitled thereto with or without motor and other vehicles plant and equipment to pass and repass over the access shown coloured pink hatched black on the Plan between points X and Y in order to gain access to the Open Space Land and the car park shown coloured pink hatched green on the Plan;
- 8.2 The right to pass and repass but on foot only over and along the footways on either side of the access shown coloured pink and hatched black on the Plan between points X and Z in order to gain access on foot to the Open Space Land;
- 8.3 The right to pass with or without vehicles and on foot over the access area identified on the Plan and described in the legend to the Plan as being "Recreational Access – area" in order to gain access to the Sports Ground Land and the parking area and changing rooms located on the Sports Ground Land;
- 8.4 The right to park 20 vehicles in the Car Park shown coloured pink hatched green on the Plan for and in connection with the use and maintenance of the Council Adjoining Land;

9. PRISON OPERATING CONTRACT

Any rights granted to the Landlord as the Authority under the Prison Operating Contract.



SCHEDULE 3

TITLE MATTERS

1. REGISTER ENTRIES

The matters contained, mentioned or referred to in title number GM719043 as at 19 March 2025 timed at 11:29:24.

[Note: The time and date of the official copy of GM719043 will be inserted at completion when more up to date office copies have been obtained prior to completion]

2. OTHER DEEDS AND DOCUMENTS

2.1 The matters contained or referred to in the following deeds and documents:

Date	Document	Parties
21 January 2003	Lease	(1) Her Majesty's Principal Secretary of State for the Home Department and (2) The Council of the City of Salford

2.2 All information contained or referred to within the replies to commercial standard property enquiries CPSE 1 dated 20 September 2023 and CPSE 3 dated 8 September 2023.

2.3 Without prejudice to paragraphs 1, 2.1 and 2.2 of this Schedule all rights, easements, covenants, agreements, declarations, exceptions, reservations, leases, other tenancies, licences and other rights of occupation or use now affecting the Premises, whether apparent on inspection or not.

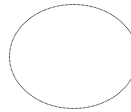


Executed as a Deed (but not delivered until the date of
this Deed) by affixing the common seal of **THE**
SECRETARY OF STATE FOR JUSTICE
in the presence of

.....
Full Name (Authorised Signatory)

.....
Authorised Signatory

Common Seal



Executed as a Deed (but not delivered until the date of
this Deed) by **SODEXO LIMITED**
acting by

.....
Signature of Director

.....
Full Name (Director)

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary



APPENDIX 1

PLAN



Ministry of
JUSTICE

OFFICIAL

HMP Forest Bank

Commercial and Contract Management Directorate



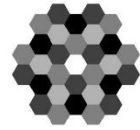
APPENDIX 2

OFFICIAL COPY ENTRIES

Redacted Under FOIA Section 43, Commercial Interests



HM Land Registry



Official copy of register of title

Title number GM719043

Edition date 03.06.2021

- This official copy shows the entries on the register of title on 19 MAR 2025 at 11:29:24.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 03 Apr 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Fylde Office.

A: Property Register

This register describes the land and estate comprised in the title.

GREATER MANCHESTER : SALFORD

- 1 (18.04.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North West of Agecroft Road, Pendlebury, Swinton, Manchester.

NOTE: As to the part tinted green on the title plan, the land is excluded from the title.
- 2 (18.04.1996) The mines and minerals together with ancillary powers of working are excepted.
- 3 (18.04.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of No 8 Billington Road dated 21 October 1960 made between (1) The Central Electricity Generating Board (Vendors) and (2) Laurence Fletcher Winstanley and Margaret Thomson Winstanley (Purchasers):-

"Together also with the right for the Purchasers and their successors in title owners or occupiers for the time being of the property hereby conveyed and all other persons authorised by them at all times and for all purposes (in common with the Vendors and all others entitled thereto) to pass and repass with or without horses carts motor cars and other vehicles over and along so much of Billington Road aforesaid as is coloured brown on the said plan the Purchasers keeping the whole of Billington Road aforesaid so far as the same is co-extensive with the property hereby conveyed in good repair until the same shall be taken over by the Local Authority and together also with the right for the Purchasers and their successors in title in common with all others now entitled or hereafter to become entitled thereto to drain water and soil from the property hereby conveyed into the septic tank indicated on the said plan by means of the drain in the position shown by a broken green line thereon so however that the Vendors or their successors in title shall have the right to connect the said drain to a public sewer in lieu of the said septic tank the Purchasers or their successors in title contributing one quarter of the cost of repairing renewing maintaining and emptying the said drain and septic tank and the cost of making the said connection to the said public sewer excepting and reserving

.....
..



Title number GM719043

A: Property Register continued

To the Vendors in fee simple the right for the Vendors and their successors in title owners or occupiers for the time being of the Vendors adjoining premises

.....
..

To repaint repair and renew the fence on the north easterly boundary of the property hereby conveyed together with the right to enter the said last mentioned property in exercise of the said right."

NOTE: The extent of Billington Road is shown on the title plan. The drain in the position shown by a broken green line referred to has been shown by blue broken line on the title plan so far as it affects the land in this title. The position of the septic tank has been shown on the title plan by blue tinting.

- 4 (18.04.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of No 6 Billington Road dated 24 March 1971 made between (1) Central Electricity Generating Board (Board) and (2) James Westhead and Jessie Westhead (Purchasers):-

"TOGETHER with the right for the Purchasers and their successors in title and persons deriving title under them owners or occupiers for the time being of the property hereby conveyed and all others authorised by them (in common with the Board and all others entitled to the like right) to pass and repass with or without vehicles at all times and for all purposes connected with the use or occupation of the property hereby conveyed but not for any other purpose over and along so much of Billington Road aforesaid as is shown coloured brown on the said plan to and from Agecroft Road the Purchasers or their successors in title contributing one quarter of the cost of keeping such part of Billington Road in good repair AND TOGETHER ALSO with the right for the Purchasers and their successors in title and persons deriving title under them as aforesaid (in common with the Board and all others entitled to the like right) to drain water and soil from the property hereby conveyed into the septic tank installed in the position marked on the said plan by the means of the drain indicated by a broken green line on the said plan (but so that the Board or its successors in title shall have the right exercisable at any time to connect the said drain to the public sewer in lieu of the septic tank) the Purchasers or their successors in title contributing one quarter of the cost of repairing renewing maintaining and emptying the said drain and septic tank and the cost of making the said connection to the public sewer EXCEPTING AND RESERVING unto the Board in fee simple all quasi-easements or rights of light and air and all other quasi-easements and rights in the nature of easements heretofore enjoyed by or with respect to any adjoining or neighbouring property of the Board over the property hereby conveyed together with the right of support from the property hereby conveyed for such adjoining or neighbouring property of the Board and all buildings or other structures now standing or which may hereafter be erected thereon AND ALSO EXCEPT AND RESERVING unto the Board the fence on the North-eastern boundary of the property hereby conveyed together with the right for the Board and its successors in title and persons deriving title under it or them owners or occupiers for the time being of the property lying to the North east of the property hereby conveyed to enter upon the property hereby conveyed for the purpose of repainting repairing and renewing such fence."

NOTE: The extent of Billington Road is shown on the title plan. The drain in the position shown by a green broken line referred to has been shown by a blue broken line on the title plan so far as it affects the land in this title. The position of the septic tank has been shown on the title plan by blue tinting.

- 5 (18.04.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of adjoining land to the North West dated 24 January 1975 made between (1) Central Electricity Generating Board (Vendors) and (2) British Waterways Board (Purchaser):-



Title number GM719043

A: Property Register continued

"TOGETHER WITH the right within Twelve months from the date hereof after giving not less than Seven days previous notice in writing to the Vendors to enter the Vendors adjoining property for the purpose of constructing in accordance with plans and specifications previously submitted to and approved in writing by the Vendors and thereafter for the purposes of maintaining and repairing an embankment in the position shown and coloured blue on the said plan for the support of the access road to be constructed by the Purchasers on the property hereby conveyed in the position indicated on the said plan subject to the safeguarding by the Purchasers of the security of the Vendors property at all times during the construction maintenance and repair of the said embankment by the erection of such temporary unclimbable fencing as the Vendors may require and to the causing of as little disturbance as possible and making good any damage occasioned to the Vendors property in the exercise of such right and subject also to the compliance by all persons who shall enter the Vendors property in exercise of this right with all reasonable directions and requirements of the Vendors Officers and observance of all applicable safety regulations AND TOGETHER WITH a right of support from the said embankment for the said access road provided always that the Vendors shall be under no liability for damage resulting from any loss of support for the said access road due to any defective construction maintenance or repair of the said embankment

EXCEPTING AND RESERVING unto the Vendors in fee simple

(i) All quasi easements or rights of light and air and all other quasi easements and rights in the nature of easements heretofore enjoyed by or in respect of any adjoining or neighbouring property of the Vendors over the property hereby conveyed and the right of support from the property hereby conveyed for such adjoining or neighbouring property of the Vendors and all buildings structures or apparatus now standing or which may at any time hereafter be erected or installed thereon

(ii) The right for the Vendors and their successors and assigns and all persons authorised by them to pass and repass at all times and for all purposes over and along the said proposed access road

(iii) The right for the Vendors and their successors and assigns and all persons authorised by them at all times with or without workmen or agents materials plant and equipment to enter upon the property hereby conveyed for the purpose of carrying out all necessary works to any land retained by the Vendors.

.....
..

AND SUBJECT ALSO to the rights of the Vendors and all others entitled thereto to pass and repass over and along the piece of land shown and coloured brown on the said plan."

NOTE: Copy filed.

- 6 (18.04.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining the North Western boundary of No 8 Billington Road dated 1 June 1985 made between (1) Central Electricity Generating Board (Vendors) and (2) Laurence Fletcher Winstanley and Margaret Thomson Winstanley (Purchasers):-

"Together also with the right for the Purchasers and their successors in title owners or occupiers for the time being of the property hereby conveyed and all other persons authorised by them at all times and for all purposes (in common with the Vendors and all others entitled thereto) to pass and repass with or without horses carts motor cars and other vehicles over and long so much of Billington Road aforesaid as is coloured brown on the said plan the Purchasers keeping the whole of Billington Road so far as the same is co-extensive with the property hereby conveyed in good repair until the same shall be taken over by the Local Authority Except and reserving

.....
..



Title number GM719043

A: Property Register continued

To the Vendors in fee simple the right at all times to enter on the land hereby conveyed with or without vehicles and plant and apparatus for the purpose of inspecting maintaining repairing re-constructing and renewing the rail fence hereinafter referred to making good at their own expense all damage caused in the exercise of such right."

NOTE: Billington Road referred to is shown on the title plan. The rail fence referred to lies between the points A, B and C on the title plan.

- 7 (18.04.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of No 4 Billington Road dated 29 July 1985 made between (1) Central Electricity Generating Board (Board) and (2) Brian Joseph Armitage and Ann Margaret Armitage (Purchasers):-

"TOGETHER WITH the right for the Purchasers and their successors in title and persons deriving title under them or occupiers for the time being of the property hereby agreed to be sold and all others authorised by them (in common with the Board and all others entitled to the like right) to pass and repass with or without vehicles at all times and for all purposes connected with the use or occupation of the property hereby conveyed but not for any other purpose over and along so much of Billington Road as aforesaid as is shown coloured brown on the said plan to and from Agecroft Road the Purchasers or their successors in title contributing one quarter of the cost of keeping such part of Billington Road in good repair

AND TOGETHER ALSO with the right for the Purchasers and their successors in title and persons deriving title under them as aforesaid (in common with the Board and all others entitled to the like right) to drain water and soil from the property hereby conveyed into the septic tank installed in the position marked on the said plan by means of the drains indicated by a broken green line on the said plan (but so that the Board or its successors in title shall have the right exercisable at any time to connect the said drain to the public sewer in lieu of the said septic tank) the Purchasers and their successors in title contributing one quarter of the costs of repairing renewing maintaining and emptying the said drain and septic tank and the cost of making the said connection to the said public sewer EXCEPT AND RESERVING unto the Board in fee simple all quasi easements or rights of light and air and all other quasi easements and rights in the nature of easements heretofore enjoyed by or with respect to any adjoining or neighbouring property of the Board over the property hereby conveyed TOGETHER WITH the right of support from the property hereby conveyed for such adjoining or neighbouring properties of the Board and all buildings or other structures now standing or which may hereinafter be erected thereon AND ALSO EXCEPT AND RESERVING unto the Board the fence on the north east boundary of the property hereby conveyed TOGETHER WITH the right for the Board and its successors in title and persons deriving title under it or them owners or occupiers for the time being of the property lying north east of the property hereby conveyed to enter upon the property hereby conveyed for the purpose of repainting repairing and renewing such fence."

NOTE: Billington Road referred to is shown on the title plan. The drains indicated by a broken green line referred to do not affect the land in this title. The position of the septic tank referred to has been shown by blue tinting on the title plan.

- 8 (18.04.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of No 2 Billington Road dated 19 August 1985 made between (1) Central Electricity Generating Board (Board) and (2) William Royle:-

"TOGETHER ALSO WITH the right for the Purchaser and his successors in title and persons deriving title under him or occupiers for the time being of the property hereby conveyed and all others authorised by them (in common with the Board and all others entitled to the like right) to pass and repass with or without vehicles at all times and for all purposes connected with the use or occupation of the property hereby conveyed but not for any other purpose over and along so much of Billington Road aforesaid as is shown coloured brown on the said plan attached hereto to and from Agecroft Road the Purchaser or his



Title number GM719043

A: Property Register continued

successors in title contributing one quarter of the cost of keeping such part of Billington Road in good repair and TOGETHER ALSO WITH the right for the Purchaser and his successors in title and persons deriving title under him as aforesaid (in common with the Board and all others entitled to the like right) to drain water and soil from the property hereby conveyed into the septic tank installed in the position marked on the said plan attached hereto by means of the drain indicated by a broken green line on the said plan (but so that the Board or its successors in title shall have the right exercisable at any time to connect the said drain to the public sewer in lieu of the said septic tank) the Purchaser and his successors in title contributing one quarter of the cost of repairing renewing maintaining and emptying the said drain and septic tank and the cost of making the said connection to the said public sewer EXCEPT AND RESERVING unto the Board in fee simple all quasi easements or rights of light and air and all other quasi easements and rights in the nature of easements heretofore enjoyed by or with respect to any adjoining or neighbouring property of the Board over the property hereby conveyed together with the right of support from the property hereby conveyed of such adjoining or neighbouring property of the Board and all buildings or structures now standing or which may hereafter be erected thereon and also EXCEPT AND RESERVING unto the Board the fence on the north east boundary of the property hereby conveyed TOGETHER WITH the right for the Board and its successors in title and persons deriving title under it or them owners or occupiers for the time being of the property lying north-east of the property hereby conveyed to enter upon the property hereby conveyed for the purpose of repainting repairing and renewing such fence."

NOTE: Billington Road referred to is shown on the title plan. The drains indicated by a broken green line referred to do not affect the land in this title. The position of the septic tank referred to has been shown by blue tinting on the title plan.

9 (18.04.1996) The land has the benefit of the rights granted by the Deed of Easement dated 31 March 1990 referred to in the Charges Register.

10 (18.04.1996) The Transfer dated 29 March 1996 referred to in the Charges Register contains the following provision:-

"For the avoidance of doubt Section 62 Law of Property Act 1925 shall not apply.

.....
..

It is hereby agreed and declared that the Transferee shall not be entitled to any express or implied right of light air or support or otherwise or other easement whatsoever which would restrict or hinder the Transferor's use of the Retained Land for any purpose."

11 (18.04.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by the Transfer dated 29 March 1996 made between (1) National Power Plc and (2) The National Grid Company referred to in the Charges Register.

"Together with the rights set out in the Third Schedule except and reserving all rights of support presently subsisting for the benefit of the Retained Land

.....
..

THIRD SCHEDULE

1 (a) A right of way for the Transferee its successors and assigns with or without vehicles at all times and for all purposes connected with its use and enjoyment of the Property over the said roadway to and from the Property from and to the public highway known as Agecroft Road PROVIDED THAT in the event that the said roadway shall at any time be of a specification or condition which is inadequate having regard to the loads which the Transferee wishes to transport across such roadway (save as a result of any breach by the Transferor of its obligation to maintain such roadway) the Transferee may at its own expense carry out



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A: Property Register continued

such works to the said roadway as are necessary to enable the said roadway to withstand such loads as aforesaid PROVIDED THAT in carrying out such works the Transferee shall cause as little interference as possible to the Transferor and shall reinstate to the reasonable satisfaction of the Transferor any damage caused to the Retained Land as a result thereof

(b) Where necessary upon giving reasonable prior notice to the Transferor and in compliance with any reasonable conditions specified by the Transferor to load and unload plant and equipment from the part of the said roadway immediately adjacent to the Property

2 The right to the free passage and running of water soil gas electricity telecommunications computer and other services from time to time benefiting the Property through the Conducting Media (other than the Conducting Media which now pass through in or over the said roadway or the land within 3 metres on either side thereof) which now pass through in or over the Retained Land together with all ancillary rights of entry with or without workmen and equipment on to the Retained Land for the purpose of locating such Conducting Media and where necessary repairing and maintaining disconnecting and/or removing the same.

3 The right to the free passage and running of water soil gas electricity telecommunications computer and other services from time to time benefiting the Property through the Conducting Media which now or may within a period of 80 years from the date hereof (which shall be the perpetuity period applicable hereto) pass through in or over the said roadway or the land within 3 metres on either side thereof.

4. The right on giving reasonable prior notice to the Transferor (save in cases of emergency) to enter upon the said roadway or upon the land within 3 metres on either side thereof with or without workmen and equipment in order to inspect test maintain repair operate alter remove replace and renew the Conducting Media specified in Paragraph 3 above.

5. The right on giving to the transferor not less than three months prior notice to enter such part of the Retained Land as may be reasonably necessary for the proper exercise of the right granted by this paragraph with or without workmen and equipment to install at the cost of the Transferee during the Perpetuity Period applicable hereto Conducting Media required for the passage of services to the Property such installations to be located under or over the said roadway or the land within three metres on either side thereof.

6. All rights of support presently subsisting for the benefit of the Property.

7. (a) Subject as hereinafter mentioned the right to erect a sign board at the entrance or entrances to the said roadway from the public highway such sign boards to be of a size and location as the Transferor shall reasonably approve.

(b) Insofar as adequate directional signs do not exist on the Retained Land the right to erect such signs within the Retained Land along the route of the said roadway as the Transferee shall reasonably require in order to direct visitors to the Property such signs to be of a size and location as the Transferor shall reasonably approve.

NOTE: The Retained land referred to comprises the land in this title and other land. The Roadway referred to has been tinted pink on the title plan.

12 (15.07.2008) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.



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Title absolute

- 1 (13.12.2007) PROPRIETOR: THE SECRETARY OF STATE FOR JUSTICE care of National Offender Management Service (Custodial Property), Abell House, John Islip Street, London SW1P 4LH.
- 2 (18.04.1996) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (18.04.1996) A Conveyance of the land tinted yellow on the title plan dated 13 October 1916 made between (1) The Lancashire and Yorkshire Railway Company (Company) and (2) The Mayor Aldermen and Burgesses of the County Borough of Salford (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (18.04.1996) A Conveyance of the land edged brown on the title plan and other land dated 17 May 1920 made between (1) Evelyn Dautesey (Vendor) (2) George Arthur Robinson and Ronald Charles William Beauchamp and (3) The Mayor Aldermen and Burgesses of the County Borough of Salford (Corporation) contains covenants.

By a Deed dated 28 September 1920 made between (1) Evelyn Dautesey (Vendor) and (2) The Mayor Aldermen and Burgesses of the County Borough of Salford (Corporation) the said covenants were expressed to be released. Details of the covenants and of the terms of the release are set out in the schedule of restrictive covenants hereto.
- 3 (18.04.1996) A Conveyance of the land edged blue on the title plan dated 28 September 1920 made between (1) Evelyn Dautesey (Vendor) (2) George Arthur Robinson and Ronald Charles William Beauchamp and (3) The Mayor Aldermen and Burgesses of the County Borough of Salford (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (18.04.1996) The land is subject to the rights granted by a Deed of Grant dated 27 October 1952 made between (1) British Electricity Authority and (2) North Western Gas Board.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.
- 5 (18.04.1996) The land is subject to the rights granted by a Deed dated 1 November 1957 made between (1) Central Electricity Authority and (2) North Western Gas Board.

The said Deed also contains restrictive covenants by the Grantor.

By a Deed dated 24 February 1959 made between (1) Central Electricity Generating Board and (2) North Western Gas Board the terms of the Deed dated 1 November 1957 were modified.

NOTE: No copy of the Deed dated 24 February 1959 is held by HM Land Registry.
- 6 (18.04.1996) Wayleave Agreement dated 6 April 1984 made between (1) The Central Electricity Generating Board and (2) The North Western Electricity Board relates to the laying of electric lines and cables and rights of way.

NOTE: Copy filed.
- 7 (18.04.1996) Interface Agreement dated 30 March 1990 made between (1) The Central Electricity Generating Board and (2) The North Western Electricity Board.

NOTE: Copy filed.
- 8 (18.04.1996) Licence to Retain Assets dated 30 March 1990 made between (1) The Central Electricity Generating Board and (2) The North Western



Title number GM719043

C: Charges Register continued

Electricity Board (Board) relates to the grant of rights to the Board.

NOTE: Copy filed.

- 9 (18.04.1996) The land is subject to the rights granted by a Deed of Easement dated 31 March 1990 made between (1) Nuclear Electric Plc and (2) National Power Plc.

The said Deed also contains restrictive covenants.

NOTE: Original filed under GM721612.

- 10 (18.04.1996) The land is subject to the following rights reserved by a Transfer of the land in this title dated 29 March 1996 made between (1) National Power Plc (Transferor) and (2) Her Majestys Principal Secretary of State for the Home Department:-

"There are reserved out of the Property for the benefit of the Retained Land the right to the free and interrupted passage and running of water from and to the Retained Land through the culvert which is now laid in under or passing through the Property but excluding the Secured Area with the right for the Transferor and its successors in title to the Retained Land to enter the Property (excluding the Secured Area) for the purpose of repairing cleaning or maintaining the said culvert doing as little damage as possible to the Property and making good any damage occasioned in the exercise of these rights provided that this shall not entitle the Transferor nor its successors in title to upsize or upgrade the culvert nor shall it imply a general right to drain surface water."

NOTE 1: Copy filed

NOTE 2: The Retained land referred to is edged blue on the Transfer plan. The Secured Area referred to is shown edged and hatched purple and coloured yellow on the Transfer plan.

- 11 (18.04.1996) The Transfer dated 29 March 1996 referred to above contains the following provision relating to the payment of additional money:-

"In the event that the Transferee shall use or sell the Property or any part thereof for the purpose of the generation of electricity (other than for use on the Property by the occupier thereof) an amount equal to the enhancement in value of the Property attributable to the use for the purpose of the generation of electricity shall be paid to the Transferor in respect of each such sale or use."

- 12 (18.04.1996) The land is subject to the rights granted by a Deed of Grant dated 29 March 1996 made between (1) National Power Plc and (2) Norweb Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 13 (18.04.1996) A Transfer of adjoining land registered under Title No GM720063 dated 29 March 1996 made between (1) National Power Plc (Transferor) and (2) The National Grid Company contains covenants by the Transferor details of which are set out in the schedule of restrictive covenants hereto.

- 14 (03.09.1998) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

- 15 (13.07.2000) By a Deed of Release and Grant dated 4 April 2000 made between (1) Her Majesty's Principal Secretary of State for the Home Department (2) Agecroft Prison Management Limited (3) British Energy Generation Limited and (4) J.M. Computing Limited the rights in respect of the sewer granted by the Deed dated 31 March 1990 referred to above were released and extinguished and the said land is subject to rights granted in respect of the new sewer as therein mentioned.

The said Deed also contains restrictive covenants.



Title number GM719043

C: Charges Register continued

NOTE: Original filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 13 October 1916 referred to in the Charges Register:-

"And the Corporation for themselves their successors and assigns hereby covenant with the Company their successors and assigns as follows that is to say:-

(1) Not to put out any lights openings or doors on to the south westerly boundary of the said plot of land coloured red and (2) That the Company as owners of the land situate on and adjoining the south westerly boundary of the said plot of land coloured red shall be entitled to erect upon such land buildings or other works and to rebuild or alter the same from time to time at such height and in such manner as they may think fit notwithstanding that thereby any right of light or air for the time being appertaining to or enjoyed with the land hereby conveyed may be obstructed or interfered with."

NOTE: The land coloured red referred to comprises the land tinted yellow on the title plan.

- 2 The following are details of the covenants contained in the Conveyance dated 17 May 1920 referred to in the Charges Register:-

"And the Corporation hereby covenant with the Vendor that the Corporation their successors or assigns will from time to time whenever required by the Vendor or other the owners for the time being of the Agecroft Hall Estate pay one moiety of the expense of sewerage and making (in accordance with requirements and subject to the approval of the local authority in whose district the hereditaments hereby conveyed are situate) an intended new road thirty six feet wide shewn upon the said plan marked A between the points marked F and G thereon coloured brown such road to be constructed to the levels shewn by a red line on the sectional plan marked B hereunto annexed

Provided always and it is hereby expressly agreed and declared by and between the parties hereto that the said road shall only be sewered and made so far as the same shall be coextensive with any buildings that may be completely erected from time to time fronting to and abutting upon the said road and subject to the Vendor or other the owner or owners for the time being of the Agecroft Hall Estate paying the other moiety of such expense And the Corporation hereby further covenant with the Vendor that the Corporation will (subject as aforesaid) pay one moiety of the cost of maintaining the said road when made until such time as the said local authority shall take the said road over And also that the Corporation their successors or assigns will not carry on or allow to be carried on upon the land hereby conveyed or any part thereof any trade or occupation which may cause a nuisance or in any way damage the value of the remainder of the Agecroft Hall Estate Provided nevertheless and it is hereby expressly agreed and declared that the use of the said land by the Corporation for the purpose of a tip shall not be deemed a breach of the foregoing covenant and the Corporation shall be at liberty to tip cinders and dry material or dry refuse on the land hereby conveyed to such levels as they think fit but not to greater levels than those shewn on the said plan marked "A" and the Sectional plan also hereunto annexed marked "C".

NOTE: Copies filed.

- 3 The following are details of the terms of the release contained in the Deed dated 28 September 1920 referred to in the Charges Register:-

"The Vendor hereby releases the Corporation their successors and assigns and the plots of land comprised in the hereinbefore recited Indenture from the covenants on the part of the Corporation to pay one moiety of the expenses of sewerage and making the intended new road of thirty six feet wide and to pay one moiety of the cost of maintaining the same as hereinbefore recited and from all claims demands or liability whatsoever under or in respect of such covenants or either of



Title number GM719043

Schedule of restrictive covenants continued

them

The Corporation shall be at liberty to tip cinders and dry material or dry refuse on the land comprised in the hereinbefore recited Indenture to such levels as they think fit but not to a higher level than one hundred and thirty two feet above ordnance datum and the hereinbefore recited proviso contained in the last mentioned Indenture shall be construed and have effect as if the words "but not to a higher level than one hundred and thirty two feet above ordnance datum" were inserted therein in lieu of the words "but not to greater levels than those shewn on the said plan marked "A" and the Sectional plan also thereunto annexed marked "C".

NOTE: The hereinbefore recited Indenture referred to is the Conveyance dated 17 May 1920.

- 4 The following are details of the covenants contained in the Conveyance dated 28 September 1920 referred to in the Charges Register:-

"And the Corporation hereby covenant with the Vendor that the Corporation their successors or assigns will keep open and maintain the existing underground watercourse shown upon the plan hereunto annexed

And also that they will not carry on or allow to be carried on upon the land hereby conveyed or any part thereof any trade or occupation which may cause a nuisance or in any way damage the value of the remainder of the Agecroft Hall Estate

Provided nevertheless and it is hereby expressly agreed and declared that the use of the said land by the Corporation for the purpose of a tip shall not be deemed a breach of the foregoing covenant and the Corporation shall be at liberty to tip cinders and dry material or dry refuse on the land hereby conveyed but not to a higher level than One hundred and thirty two feet above ordnance datum."

NOTE: Copy filed.

- 5 The following are details of the covenants contained in the Transfer dated 29 March 1996 referred to in the Charges Register:-

"THE TRANSFEROR HEREBY COVENANTS with the Transferee to the intent that the burden of this covenant may run with and bind the Retained Land and every part thereof and to the intent that the benefit thereof may be annexed to and run with the Property and every part thereof that the Transferor its successors and assigns will henceforth observe and perform the following stipulations:

4.1 No sand gravel soil mineral or other substance shall at any time be excavated or dug out of the Retained Land which would have the effect of depriving the Property or any building structure of works erected or installed or to be erected or installed thereon of support.

4.2 Not to do anything in or about the Retained Land and/or use the Retained Land for any purpose which may be or become a nuisance or which may cause damage to or interfere in any way with the Transferee's use of the Property or the Transferee's plant and equipment thereon or therein or the rights granted to the Transferee herein provided always that the construction operation and use of the Retained Land or any part thereof for a Prison shall not be a breach of this covenant

4.3 To keep in a reasonable state of repair and condition to the reasonable satisfaction of the Transferee the said roadway over which rights of way are hereby granted to the Transferee provided always that the Transferee shall make a reasonable contribution according to use towards the Transferors costs in this respect in accordance with the provisions of clause 6.4 hereof"

NOTE: The Retained Land referred to comprises the land in this title and other land.



Title number GM719043

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	03.09.1998 Edged and no'd 1 in yellow NOTE 1: The Lease contains an option to determine upon the terms and conditions therein mentioned. NOTE 2: By a Deed dated 11 November 2002 made between (1) Her Majesty's Principle Secretary of State for the Home Department, (2) Agecroft Prison Management Limited, (3) UK Detention Services Limited and (4) Agecroft Properties (No.2) Limited the terms of the lease were varied. NOTE 3: Original Filed. NOTE 4: The Lease dated 6 July 1998 referred to above has been determined as to the land tinted mauve on the title plan	Agecroft Prison, Agecroft Road.	06.07.1998 28 years from 6.7.1998	GM792247
2	07.08.2003 Edged and no'd 2 and 3 in yellow and tinted mauve NOTE: The lease dated 21/01/2003 referred to above has been determined as to the part hatched blue on the title plan.	Land on the north west and lying to the north west of Agecroft Road	21.01.2003 999 years from 21.1.2003	GM937522
3	09.09.2008 Hatched Blue	Land on the north west side of Agecroft Road	01.08.2008 Commencing on and from 1 August 2008 and expiring on 5 July 2026	MAN125445

End of register