



**AUTHORITY: The Secretary of State for the Home  
Department (acting through the Home Office)**

**SCHEDULE 36  
FORM OF LEASE**

**Campsfield House Immigration Removal Centre  
Contract**

**LEASE**

**DATED** \_\_\_\_\_ **20**

Lease of

(1)

and

(2)

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LR1.	Date of Lease	20
LR2.	Title number(s)	
LR2.1	Landlord's title number(s)	
LR2.2	Other title numbers	
LR3.	Parties to this lease  Landlord        Tenant        Other parties	
LR4.	Property	
LR5.	Prescribed statements etc.	
LR5.1	<i>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</i>	
LR5.2	<i>This lease is made under, or by reference to, provisions of:</i>	
LR6.	Term for which the Property is leased	
LR7.	Premium	
LR8.	Prohibitions or restrictions on disposing of this lease	

<b>LR9.</b>	<b>Rights of acquisition etc.</b>	
<b>LR9.1</b>	<b>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</b>	
<b>LR9.2</b>	<b>Tenant's covenant to (or offer to) surrender this lease</b>	
<b>LR9.3</b>	<b>Landlord's contractual rights to acquire this lease</b>	
<b>LR10.</b>	<b>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	
<b>LR11.</b>	<b>Easements</b>	
<b>LR11.1</b>	<b>Easements granted by this lease for the benefit of the Property</b>	
<b>LR11.2</b>	<b>Easements granted or reserved by this lease over the Property for the benefit of other property</b>	
<b>LR12.</b>	<b>Estate rent charge burdening the Property</b>	
<b>LR13.</b>	<b>Application for standard form of restriction</b>	
<b>LR14.</b>	<b>Declaration of trust where there is more than one person comprising the Tenant</b>	

**DATE****20****PARTIES**

(1) (Landlord).

(2) (Tenant).

**AGREED TERMS****1. DEFINITIONS**

This Lease uses the following definitions:

<b>1925 Act</b>	Law of Property Act 1925.
<b>1986 Act</b>	Insolvency Act 1986.
<b>Act</b>	any act of Parliament and any delegated law made under it.
<b>AGA</b>	an authorised guarantee agreement (as defined in section 16 of the Landlord and Tenant (Covenants) Act 1995).
<b>Authority</b>	The Secretary of State for the Home Department.
<b>Business Day</b>	any day other than a Saturday, Sunday or a bank or public holiday in England and Wales.
<b>CDM Regulations</b>	the Construction (Design and Management) Regulations 2015.
<b>Common Facilities</b>	all Conducting Media, structures, walls, fences, roads, paths, works, services or facilities used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any party structures, party walls and party fence walls within the meaning of the Party Wall etc Act 1996.
<b>Company</b>	includes: <ol style="list-style-type: none"> <li>(a) any UK registered company (as defined in section 1158 of the Companies Act 2006);</li> <li>(b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006;</li> <li>(c) any unregistered company (to include any association); and</li> <li>(d) any company or legal person in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000.</li> </ol>
<b>Conducting Media</b>	any media for the transmission of Supplies.
<b>Consents</b>	all necessary permissions, licences and approvals for the Permitted Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the

Premises or the Building and as otherwise required from owners, tenants or occupiers of any part of the Building or any adjoining premises.

<b>Contract</b>	an agreement dated [DATE] and made between the (1) the Authority and (2) the Tenant.
<b>Electronic Communications Apparatus</b>	electronic communications apparatus as defined in Paragraph 5 of Schedule 3A to the Communications Act 2003.
<b>End Date</b>	the last day of the Term (however it arises).
<b>Environmental Performance</b>	<p>all or any of the following:</p> <ul style="list-style-type: none"><li>(a) the consumption of energy and associated generation of greenhouse gas emissions;</li><li>(b) the consumption of water;</li><li>(c) waste generation and management; and</li><li>(d) any other environmental impact arising from the use or operation of the Premises.</li></ul>
<b>EPC</b>	an Energy Performance Certificate and Recommendation Report (as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012).
<b>Historic Contamination</b>	<p>any noxious materials or substances or pollution or contamination affecting the Premises whether or not originating within or out of the Premises other than any noxious materials or substances or pollution or contamination arising:</p> <ul style="list-style-type: none"><li>(i) as a result of the use and/or occupation of the Premises by the Tenant; and/or</li><li>(ii) arising at the Premises after the date hereof.</li></ul>
<b>Interest Rate</b>	three per cent above the Bank of England base rate from time to time, provided that if at any time the Bank of England base rate is lower than 0% that base rate will be deemed to be 0%.
<b>Lease</b>	this lease, which is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995, and any document supplemental to it.
<b>Main Rent</b>	the yearly rent of £1.00.
<b>Outgoings</b>	<p>all or any of:</p> <ul style="list-style-type: none"><li>(a) all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises except for:<ul style="list-style-type: none"><li>(i) tax (other than VAT) on the Rents payable; and</li><li>(ii) any tax arising from the Landlord's dealing with its own interests; and</li></ul></li></ul>

	<ul style="list-style-type: none"><li>(iii) business rates charged on the Premises;</li><li>(b) Supply Costs for the Premises;</li><li>(c) all costs and expenses for which the Landlord, any other owner or the occupier of the Premises is responsible in respect of the Common Facilities; and</li><li>(d) a fair and reasonable proportion of the Outgoings referred to in Paragraphs (a) and (b) charged in respect of the Premises and any adjoining premises.</li></ul>
<b>Permitted Use</b>	the operation and running a removal centre as defined in Section 147 of the Immigration and Asylum Act 1999 in accordance with the Contract.
<b>Permitted Works</b>	any works or installations to which the Landlord has consented or for which, under Clause 4.10, the Landlord's consent is not required.
<b>Planning Acts</b>	every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings.
<b>Planning Permission</b>	any permission, consent or approval given under the Planning Acts.
<b>Plans</b>	any of the plans contained in this Lease.
<b>Premises</b>	the premises known as IRC Campsfield, Langford Lane, Kidlington, OX5 1RE.
	<ul style="list-style-type: none"><li>(a) including:<ul style="list-style-type: none"><li>(i) all buildings from time to time on the Premises and the load-bearing walls, structure, foundations and roofs of those buildings;</li><li>(ii) one half severed vertically of any walls separating the Premises from any adjoining premises;</li><li>(iii) all Conducting Media and landlord's plant, equipment and fixtures exclusively serving the Premises;</li><li>(iv) all tenant's fixtures; and</li><li>(v) any Permitted Works carried out to or at the Premises; but</li></ul></li><li>(b) excluding the airspace two metres above the height of the topmost point of the building (if there is more than 1), on the Premises.</li></ul>
<b>Prohibited Materials</b>	any products or materials that: <ul style="list-style-type: none"><li>(a) do not conform to relevant British and European standards or codes of practice; or</li><li>(b) are generally known within the construction industry at the time of specification to be deleterious to health and safety or the</li></ul>



durability of buildings or structures in the particular circumstances in which they are specified for use.

<b>Rents</b>	Main Rent, any VAT payable on it and any interest payable under Clause 4.4.
<b>Supplies</b>	water, gas, air, foul and surface water drainage, electricity, oil, telephone, heating, telecommunications, internet, data communications and similar supplies or utilities.
<b>Supply Costs</b>	the costs of Supplies including procurement costs, meter rents and standing charges and any taxes or levies payable on them.
<b>Term</b>	the period of this Lease.
<b>Term End Date</b>	[DATE].
<b>Term Start Date</b>	[DATE].
<b>VAT</b>	value added tax or any similar tax from time to time replacing it or performing a similar function.
<b>VAT Supply</b>	a supply for the purpose of the Value Added Tax Act 1994.
<b>Wireless Data Service</b>	the provision of wireless data, voice or video connectivity or wireless services permitting or offering access to the internet or any wireless network, mobile network or telecommunications system that involves a wireless or mobile device.

## 2. INTERPRETATION

- 2.1 All headings in this Lease are for ease of reference only and will not affect its construction or interpretation.
- 2.2 In this Lease, **includes**, **including** and similar words are used without limitation or qualification to the subject matter of the relevant provision.
- 2.3 In this Lease:
- 2.3.1 **notice** means any notice, notification or request given or made under it;
  - 2.3.2 a notice must be given or made in writing;
  - 2.3.3 where service of a formal notice is required, that notice must comply with and be served in accordance with Clause 6.4; and
  - 2.3.4 an application for Landlord's consent must be made by formal notice.
- 2.4 References in this Lease to:
- 2.4.1 the Premises means the whole or an individual part or parts unless inappropriate in the context used;
  - 2.4.2 **adjoining premises** means any land or buildings adjoining or nearby the Premises, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises);
  - 2.4.3 an Act are to that Act as amended from time to time and to any Act that replaces it;

- 2.4.4 the singular include the plural and vice versa, and one gender includes any other;
- 2.4.5 Clauses, Schedules and Parts of Schedules are to the clauses, schedule and parts of schedules to this Lease and references to Paragraphs are to the paragraphs of the schedule, or part of the schedule, in which the references are made;
- 2.4.6 approval or consent mean a prior written approval or consent, such approval or consent not to be unreasonably withheld or delayed except where this Lease states that the party whose approval or consent is required has absolute discretion;
- 2.4.7 any sums being payable on demand or when demanded mean being payable when demanded in writing; and
- 2.4.8 the provision of plans, drawings, specifications or other documents means their provision in hard copy or electronically in PDF format or in any other easily readable format as may be appropriate in the context of the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program.
- 2.5 Obligations in this Lease:
  - 2.5.1 owed by or to more than one person are owed by or to them jointly and severally;
  - 2.5.2 to do something include an obligation not to waive any obligation of another person to do it; and
  - 2.5.3 not to do something include an obligation not to permit or allow another person to do it.
- 2.6 The Tenant will be liable for any breaches of its obligations in this Lease committed by:
  - 2.6.1 any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
  - 2.6.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant.
- 2.7 The Landlord will be liable for any breaches of its obligations in this Lease committed by any person under the control of the Landlord or acting under the express or implied authority of the Landlord.
- 2.8 If a person is under an obligation under this Lease to take a matter into consideration, that person will have reasonable regard to it but the final decision remains at that person's absolute discretion.
- 2.9 Where the consent of the Landlord is required for any alterations to the Premises or any assignment or underletting of this Lease, that consent may only be given by the completion of a deed that contains the terms of the consent agreed between the parties, unless the Landlord elects in writing to waive this requirement.
- 2.10 Where either the Landlord or the Tenant has the right to impose regulations or to decide, designate, nominate, request, require, specify, allocate, stipulate or vary any matter or thing under this Lease, that right will be subject to a condition that it will be exercised reasonably and properly except where this Lease states that the party exercising the right has absolute discretion. This Clause 2.10 does not apply to any provisions in this Lease that refer to the parties agreeing something.
- 2.11 Apart from in Clause 4.9.3, where either the Tenant or the Landlord is obliged to pay any costs that the other incurs (or any proportion of them) under this Lease, those costs must be reasonable and proper and reasonably and properly incurred.

- 2.12 The Landlord's rights under Clause 4.9 and Part 2 of Schedule 1 may also be exercised by those authorised by the Landlord.
- 2.13 If any provision or part of any provision of this Lease is held to be illegal, invalid or unenforceable, that provision or part will apply with such modification as may be necessary to make it legal, valid and enforceable. If modification is not possible, that provision or part will be deemed to be deleted. The legality, validity or enforceability of the remainder of this Lease will not be affected.
- 2.14 If there shall at any time be any conflict or inconsistency between the provisions of this Lease and the provisions of the Contract the provisions of this Lease shall prevail.

### **3. DEMISE, TERM AND RENT**

- 3.1 The Landlord leases the Premises to the Tenant:
- 3.1.1 for a term starting on the Term Start Date and ending on the Term End Date;
  - 3.1.2 excepting and reserving to the Landlord the rights listed in Part 2 of Schedule 1;
  - 3.1.3 subject to the provisions of any documents or matters specified or referred to in Schedule 2; and
  - 3.1.4 subject to any easements, rights and privileges currently existing and affecting the Premises.
- 3.2 The Tenant must pay as rent VAT under Clause 4.3.
- 3.3 The Main Rent is payable in advance on the first Business Day in every year (if demanded).
- 3.4 The Rents (other than the Main Rent) and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant from time to time.
- 3.5 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.

### **4. TENANT'S OBLIGATIONS**

#### **4.1 Main Rent**

The Tenant must pay the Main Rent when due.

#### **4.2 Outgoings**

- 4.2.1 The Tenant must pay all Outgoings (other than business rates) when demanded provided that for the avoidance of doubt the Landlord shall pay any business rates applicable to the Premises.
- 4.2.2 If the Landlord loses the benefit of any rates relief or exemption after the End Date because the Tenant has received that benefit before the End Date, the Tenant must pay the Landlord on demand an amount equal to the relief or exemption that the Landlord has lost.

#### **4.3 VAT**

- 4.3.1 The Tenant must pay:
  - (a) VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and

- (b) on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue and Customs.

4.3.2 If the Landlord has opted to tax the Tenant must not do anything that would result in the disapplication of the option to tax in respect of the Landlord's interest in the Premises.

#### **4.4 Interest on overdue payments**

The Tenant must pay interest on all sums not paid on or by the due date (or, if no date is specified, not paid within ten Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

#### **4.5 Reimburse costs incurred by the Landlord**

The Tenant must pay on demand the Landlord's costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

- 4.5.1 any breach of the Tenant's obligations in this Lease;
- 4.5.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent; and
- 4.5.3 the preparation and service of a schedule of dilapidations served no later than six months after the End Date.

#### **4.6 Third party indemnity**

- 4.6.1 Subject to the provisions of Clause 23 of the Contract the Tenant must indemnify the Landlord against all Losses (as defined in the Contract) suffered or incurred by the Landlord and arising from:
  - (a) the state and condition of the Premises or the Tenant's use of them;
  - (b) the breach of any of the Tenant's obligations in this Lease;
  - (c) the exercise of the Tenant's rights; or
  - (d) the carrying out of any Permitted Works.

#### **4.7 Insurance**

The Tenant must comply with its obligations in Schedule 6 (Insurance Requirements) in the Contract.

#### **4.8 Repair and decoration**

- 4.8.1 The Property must be kept in accordance with the obligations in Schedule 35 Maintenance and Cleaning
- 4.8.2 The Tenant accepts the Premises in their condition at the Term Start Date as being in good and substantial condition and fit for the purpose let as defined within the agreed Annex A – Schedule of Condition. All implied warranties as to fitness for purpose are excluded.

4.8.3 The Tenant must:

- (a) keep the Premises in good and substantial repair and condition and clean and tidy; and
- (b) keep all Conducting Media, plant, equipment or fixtures forming part of the Premises properly maintained and in good working order in accordance with good industry practice and any requirements of the insurers of the Premises; and
- (c) replace (where beyond economic repair) any Conducting Media and plant, equipment or fixtures forming part of the Premises with items of equivalent or better quality.

4.8.4 The Tenant must promptly replace any damaged glass forming part of the Premises with glass of equivalent appearance and of the same or better quality.

4.8.5 The Tenant must keep all car parking areas within the Premises suitably marked out and all parts of the Premises that are not built upon clear of rubbish and waste materials and, where appropriate, properly landscaped.

4.8.6 The Tenant must clean and repair all floor coverings in the Premises as often as reasonably necessary and, in the final three months of the Term, where in the opinion of the Landlord the floor coverings have become degraded or have suffered excess wear and tear, renew and replace them with floor coverings of a colour and quality first approved by the Landlord.

4.8.7 Where in the opinion of the Landlord the decorative condition of the Premises has become degraded or has suffered excess wear and tear the Tenant must decorate the interior and exterior of the Premises in the final six months of the Term. Any changes in the external colour scheme and the colour scheme for the decoration of the interior and exterior in the final six months of the Term must first be approved by the Landlord.

4.8.8 Notwithstanding any other provisions in this lease the Tenant shall have no liability in respect of the terms of this lease or otherwise as a result of Historic Contamination.

4.8.9 It is agreed that without prejudice to the generality of clause 4.8.7 above that the Tenant may at the Landlord's request be required to make good or rectify any defect or want of repair resulting from Historic Contamination (whether at the Premises or elsewhere) and to rectify, remove, treat or render harmless Historic Contamination and rectify any damage or other adverse consequences of any Historic Contamination provided that the Landlord shall pay the reasonable and proper cost of doing so (such costs to be agreed by the Landlord prior to the Tenant carrying out any such works).

**4.9 Allow entry**

4.9.1 The Tenant must allow the Landlord to enter and inspect the Premises.

4.9.2 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within one month after being notified of them and diligently complete any works required.

4.9.3 If the Tenant does not comply with Clause 4.9.2, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under Clause 6.1 will be unaffected.

**4.10 Alterations**

- 4.10.1 The Tenant has no rights to carry out any alterations, works or installations to the Premises unless it is expressly permitted to do so under this Clause 4.10.
- 4.10.2 The Tenant may, with the Landlord's consent, carry out internal and external non-structural works to any buildings on the Premises that will not have an adverse impact on the Environmental Performance of any buildings on the Premises.
- 4.10.3 The Tenant must comply with its obligations in this Clause 4.10 when carrying out or installing any Permitted Works and the Landlord may impose requirements on the Tenant in addition to those contained in this Clause 4.10 when giving its consent.
- 4.10.4 Before starting any Permitted Works the Tenant must:
- (a) obtain and provide the Landlord with copies of any Consents that are required before they are begun;
  - (b) fulfil any conditions in the Consents required to be fulfilled before they are begun;
  - (c) comply with its obligations in Clause 4.17.4;
  - (d) notify the Landlord of the date on which the Tenant intends to start the Permitted Works;
  - (e) provide the Landlord with any information relating to the Permitted Works as the Landlord may require; and
  - (f) ensure that it or its building contractor has put in place public liability and employers' liability insurance of at least £10 million in respect of each claim and provided the Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid.
- 4.10.5 If it starts any Permitted Works, the Tenant must carry out and complete them:
- (a) diligently and without interruption, and in any event within four months after starting them or prior to the end of the Term, whichever is sooner;
  - (b) in accordance with any drawings, specifications and other documents relating to the Permitted Works that the Landlord has approved;
  - (c) in a good and workmanlike manner and with good quality materials;
  - (d) in accordance with such principles, standards and guidelines as the Landlord may from time to time notify to the Tenant for tenant's works carried out at the Premises;
  - (e) without using Prohibited Materials;
  - (f) in compliance with the Consents and all Acts (including the Planning Acts) and with the requirements of the insurers of the Building and the Premises and (where applicable) of any competent authority or utility provider;
  - (g) without affecting the structural integrity of any of the buildings on the Premises;
  - (h) with as little interference as reasonably practicable to the owners and occupiers of any adjoining premises; and
  - (i) in compliance, to the extent applicable, with the CDM Regulations.

- 4.10.6 The Tenant must make good immediately any physical damage caused by carrying out the Permitted Works.
- 4.10.7 The Tenant must permit the Landlord to enter the Premises to inspect the progress of the Permitted Works.
- 4.10.8 Where the Landlord has given the Landlord's consent to any Permitted Works, the Tenant must comply with any additional obligations in relation to those Permitted Works that the Landlord lawfully imposes on the Tenant in giving the Landlord's consent.
- 4.10.9 As soon as reasonably practicable following completion of the Permitted Works the Tenant must:
- (a) notify the Landlord of their completion;
  - (b) obtain any Consents that are required on their completion;
  - (c) remove all debris and equipment used in carrying out the Permitted Works;
  - (d) notify the Landlord of the cost of the Permitted Works;
  - (e) permit the Landlord to enter the Premises to inspect the completed Permitted Works;
  - (f) supply the Landlord with two complete sets of as-built plans showing the Permitted Works; and
  - (g) ensure that the Landlord is able to use and reproduce the as-built plans for any lawful purpose.
- 4.10.10 If the CDM Regulations apply to the Permitted Works, the Tenant must:
- (a) comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;
  - (b) if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and
  - (c) on completion of the Permitted Works provide the Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the End Date.
- 4.10.11 If the Permitted Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must (at the Landlord's option):
- (a) commission an EPC from an assessor approved by the Landlord and give the Landlord written details of the unique reference number for that EPC; or
  - (b) pay the Landlord's costs of commissioning an EPC.
- 4.10.12 The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):
- (a) as to the suitability, safety, adequacy or quality of the design or method of construction of any Permitted Works;
  - (b) that any Permitted Works may lawfully be carried out;

- (c) that the structure, fabric or facilities of the Premises or the Building are able to accommodate any Permitted Works; or
- (d) that any of the services supplying the Premises or the Building will have sufficient capacity for and will not be adversely affected by any Permitted Works.

#### **4.11 Signs and advertisements**

- 4.11.1 The Tenant must not display any notices flags signs or advertisements (or anything of a similar nature) on the Premises save as expressly permitted by clause 4.11.2.
- 4.11.2 The Tenant may with the Landlords consent display signs and notices that are required to be displayed by an Act or that are necessary to enable the Tenant to use the Premises for the Permitted Use

#### **4.12 Obligations at the End Date**

- 4.12.1 By the End Date the Tenant must have removed:
  - (a) unless and to the extent that the Landlord and the Tenant otherwise agree all tenant's and trade fixtures and loose contents from the Premises;
  - (b) all apparatus relating to Wireless Data Services installed by the Tenant or any undertenant at the Premises;
  - (c) unless and to the extent that the Landlord and the Tenant otherwise agree all signage installed by the Tenant or any undertenant at the Premises;
  - (d) unless and to the extent that the Landlord and the Tenant otherwise agree, all Permitted Works; and
  - (e) without affecting any other Landlord's rights, any works that have been carried out in breach of any obligation in this Lease.
- 4.12.2 The Tenant must make good all damage to the Premises caused when complying with Clause 4.12.1 and restore them to the same configuration, state and condition as they were in before the items removed were originally installed.
- 4.12.3 At the End Date the Tenant must:
  - (a) give back the Premises (and the fixtures, plant and equipment in them) in good decorative order and in a state, condition and working order consistent with the Tenant's obligations in this Lease;
  - (b) give back the Premises with vacant possession; and
  - (c) hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file, EPC and asbestos survey.
- 4.12.4 If the Tenant has not removed all of its property from the Premises by the End Date:
  - (a) the Landlord may dispose of that property as the agent of the Tenant after giving the Tenant not less than five Business Days' notice of its intention to do so;
  - (b) the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been disposed of in the genuine but mistaken belief that it belonged to the Tenant; and



- (c) the Landlord must pay to the Tenant the proceeds of the disposal after deducting the costs of transportation, storage and disposal incurred by the Landlord.

#### **4.13 User**

- 4.13.1 The Tenant must not use the Premises other than for the Permitted Use.
- 4.13.2 The Tenant must not use the Premises:
  - (a) for any illegal activity;
  - (b) for any activity which is inconsistent with the performance by the Authority of its rights and obligations under the Contract.
- 4.13.3 The Tenant must not:
  - (a) keep in the Premises any plant, machinery or equipment (except that properly required for the Permitted Use) or any petrol or other explosive or specially flammable substance (other than petrol in the tanks of vehicles parked in any parking spaces within the Premises);
  - (b) cause any nuisance or damage to the Landlord or to the owners, tenants or occupiers of any adjoining premises;
  - (c) overload any part of the Premises or any plant, machinery, equipment or Conducting Media;
  - (d) do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant;
  - (e) cause any land, roads or pavements near to the Premises to be untidy or dirty, or deposit anything on them;
  - (f) use any machinery on the Premises that is audible outside the Premises or that causes significant vibration outside the Premises;
  - (g) store, keep or stack any materials, plant, equipment, bins, crates, boxes, refuse, waste or rubbish or any receptacle for waste, refuse or rubbish or any other item on the external areas of the Premises otherwise than in accordance with any regulations made by the Landlord and notified to the Tenant
  - (h) operate any apparatus so as to interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services on any adjoining premises.
- 4.13.4 The Tenant must not install or use Electronic Communications Apparatus or apparatus relating to Wireless Data Services within the Premises unless solely for use in connection with the lawful occupier's business at the Premises. Landlord's consent must be obtained prior to installation, which may be given at the Landlord's absolute discretion.
- 4.13.5 The Tenant must provide the Landlord with the names, addresses and telephone numbers of not fewer than two people who from time to time hold keys and any security access codes to the Premises and who may be contacted in an emergency if the Landlord needs access to the Premises outside the Tenant's normal business hours.
- 4.13.6 The Tenant must not use any parking spaces forming part of the Premises:

- (a) except for the parking of vehicles belonging to persons working at the Premises or any authorised visitors to the Premises; or
- (b) for the repair, refuelling or maintenance of any vehicles.

#### **4.14 Dealings with the Premises**

The Tenant must not assign, underlet, charge, hold on trust or part with or share possession or occupation of the Premises in whole or in part or deal in any other way with the Premises or any part of it or its interest in this Lease.

Under a reserve right the Authority reserves the right to reassign this lease or some or part of the property of this lease.

#### **4.15 Notifying the Landlord of notices or claims**

The Tenant must notify the Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.

#### **4.16 Comply with Acts**

Subject to there being no inconsistency with the provisions of the Contract and without prejudice to the Landlord's obligation thereunder:

- 4.16.1 The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.
- 4.16.2 The Tenant must not do or fail to do anything in respect of the Premises or their use and occupation the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act.
- 4.16.3 The Tenant must promptly notify the Landlord of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

#### **4.17 Planning Acts**

- 4.17.1 The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.
- 4.17.2 The Tenant must not apply for any Planning Permission except where any approval or consent required under any other provisions in this Lease for development or change of use has already been given and the Landlord has approved the terms of the application for Planning Permission.
- 4.17.3 The Tenant may only implement a Planning Permission that the Landlord has approved.
- 4.17.4 The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) carrying out any Permitted Works or changing the use of the Premises.

#### **4.18 Rights and easements**

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:

- 4.18.1 the Tenant must notify the Landlord; and

- 4.18.2 the Tenant must help the Landlord in any way that the Landlord requests to prevent that acquisition so long as the Landlord meets the Tenant's costs and it is not adverse to the Tenant's business interests to do so.

#### **4.19 Superior interest**

#### **4.20 Registration at the Land Registry**

- 4.20.1 If compulsorily registrable, the Tenant must:
- (a) within six weeks of the date of this Lease, apply to register and then take reasonable steps to complete the registration of this Lease and the Tenant's rights at the Land Registry; and
  - (b) provide the Landlord with an official copy of the registered title promptly after receipt.
- 4.20.2 The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title(s) to the Premises any reference to this Lease and the Tenant's rights.

#### **4.21 Applications for consent or approval**

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide to the Landlord all the information the Landlord requires to enable the Landlord to consider the application.

### **5. LANDLORD'S OBLIGATIONS**

#### **5.1 Quiet enjoyment**

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

#### **5.2 Entry Safeguards**

The Landlord must, when entering the Premises in its capacity as Landlord to exercise any Landlord's rights:

- 5.2.1 give the Tenant at least three Business Days' prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
- 5.2.2 observe the Tenant's reasonable requirements notified to the Landlord in advance (but where that requirement includes being accompanied by the Tenant's representative the Tenant must make that representative available for the requirement to be reasonable);
- 5.2.3 observe any specific conditions to the Landlord's entry set out in this Lease;
- 5.2.4 cause as little interference to the Tenant's business as reasonably practicable;
- 5.2.5 cause as little physical damage as reasonably practicable;
- 5.2.6 repair any physical damage that the Landlord causes as soon as reasonably practicable; and

5.2.7 remain upon the Premises for no longer than is reasonably necessary.

## **6. AGREEMENTS**

### **6.1 Landlord's right to end this Lease**

6.1.1 If any event listed in Clause 6.1.2 occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.

6.1.2 The events referred to in Clause 6.1.1 are as follows:

- (a) any of the Rents are unpaid for 21 days after becoming due whether or not formally demanded;
- (b) the Tenant breaches this Lease;
- (c) any 1925 Act, administrative, court-appointed or other receiver or similar officer is appointed over the whole or any part of the Tenant's assets, or the Tenant enters into any scheme or arrangement with its creditors in satisfaction or composition of its debts under the 1986 Act;
- (d) if the Tenant is a company or a limited liability partnership:
  - (i) the Tenant enters into liquidation within the meaning of section 247 of the 1986 Act;
  - (ii) the Tenant is wound up or a petition for winding up is presented against the Tenant that is not dismissed or withdrawn within ten Business Days of being presented;
  - (iii) a meeting of the Tenant's creditors or any of them is summoned under Part I of the 1986 Act;
  - (iv) a moratorium in respect of the Tenant comes into force under section 1(A) of and Schedule A1 to the 1986 Act;
  - (v) an administrator is appointed to the Tenant; or
  - (vi) the Tenant is struck off the register of companies;
- (e) if the Tenant is a partnership, it is subject to an event similar to any listed in Clauses 6.1.2(c) or 6.1.2(d) with appropriate modifications so as to relate to a partnership;
- (f) if the Tenant is an individual:
  - (i) a receiving order is made against the Tenant;
  - (ii) an interim receiver is appointed over or in relation to the Tenant's property;
  - (iii) the Tenant makes an application to be declared bankrupt, the Tenant is the subject of a bankruptcy petition or the Tenant becomes bankrupt;
  - (iv) the Tenant applies for or becomes subject to a debt relief order or the Tenant proposes or becomes subject to a debt management plan; or
  - (v) an interim order is made against the Tenant under Part VIII of the 1986 Act or the Tenant otherwise proposes an individual voluntary arrangement;

- (g) any event similar to any listed in Clauses 6.1.2(c) to 6.1.2(f) occurs in relation to any guarantor of the Tenant's obligations under this Lease; or
- (h) any event similar to any listed in Clauses 6.1.2(c) to 6.1.2(f) occurs in relation to the Tenant or any guarantor in any jurisdiction other than England and Wales.

6.1.3 Neither the existence nor the exercise of the Landlord's right under Clause 6.1.1 will affect any other right or remedy available to the Landlord.

6.1.4 In this Clause 6.1 references to the Tenant, where the Tenant is more than one person, include any one of them.

## **6.2 No acquisition of easements or rights**

6.2.1 Unless they are expressly included in LRH 11, the grant of this Lease:

- (a) does not include any liberties, privileges, easements, rights or advantages over any adjoining premises; and
- (b) excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.

6.2.2 The Tenant has no rights that would restrict building or carrying out of works to any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.

6.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must permit the exercise of these reserved rights without interference or objection.

6.2.4 The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises.

6.2.5 The Tenant has no rights to enforce, release or modify or to prevent the release, enforcement or modification of the benefit of any obligations, rights or conditions to which any adjoining premises are subject.

## **6.3 Party Walls**

Any wall separating the Premises from any adjoining premises is a party wall and must be repaired as a party wall.

## **6.4 Service of formal notices**

6.4.1 Any formal notice given under this Lease:

- (a) must be in writing; and
- (b) may be delivered by hand or sent by pre-paid first class post or other next Business Day postal delivery service to the relevant party:
  - (i) where that party is a company or limited liability partnership incorporated in the United Kingdom, at the party's registered office recorded at Companies House;
  - (ii) where that party is the Tenant and is not such a company or limited liability partnership, at the Premises;

- (iii) where that party is the Landlord or the Guarantor and is not such a company or limited liability partnership, at the party's address show in this Lease provided that:
  - (A) that party may by formal notice given to the other parties to this Lease specify a different address for service in the United Kingdom; and
  - (B) where such a formal notice has been given, any subsequent formal notice given to the party must be at the address specified (or, where more than one such formal notice has been given, at the address specified in the most recent one).

6.4.2 Where the requirements of Clause 6.4.1 have been complied with, any formal notice will be deemed to have been served:

- (a) at the time of delivery if delivered by hand; or
- (b) at 9.00 am on the second Business Day after posting in the case of pre-paid first class post or other next Business Day postal delivery service.

6.4.3 Service of a formal notice by fax or e-mail is not a valid form of service under this Lease.

## **6.5 Contracts (Rights of Third Parties) Act 1999**

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

## **6.6 Energy Performance Certificates**

6.6.1 The Tenant must not commission an EPC in respect of the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012. If the Tenant is required to commission an EPC, the Tenant must (at the Landlord's option) commission an EPC from an assessor approved by the Landlord or pay the Landlord's costs of commissioning an EPC for the Premises.

6.6.2 The Tenant must co-operate with the Landlord, so far as is reasonably necessary, to allow the Landlord to commission any EPC for the Premises and:

- (a) provide the Landlord (at the Landlord's cost) with copies of any plans or other information held by the Tenant that would assist in commissioning that EPC; and
- (b) allow such access to the Premises to any energy assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.

6.6.3 The Tenant must give the Landlord written details on request of the unique reference number of any EPC the Tenant commissions in respect of the Premises.

6.6.4 The Landlord must give the Tenant written details on request of the unique reference number of any EPC the Landlord commissions in respect of the Premises.

## **6.7 Representations**

The Tenant acknowledges that:

6.7.1 it has not entered into this Lease in reliance upon any representation or warranty made by or on behalf of the Landlord except those in the Landlord's solicitors' written replies to the Tenant's solicitors' pre-contract enquiries;

- 6.7.2 it has been given the opportunity to inspect the Premises prior to the refurbishment works (and will be given the opportunity to inspect prior to occupation of the Premises) to satisfy itself as to their physical condition, extent and fitness for purpose; and
- 6.7.3 it has satisfied itself on matters relating to the use of the Premises in relation to all legislation relating to town and country planning from time to time in force.

## **6.8 Exclusion of liability for former landlords**

A person who was formerly the Landlord will not be liable in respect of any breach of the landlord's obligations in this Lease that occurs at any time after that person has parted with the whole of the immediate reversion to this Lease.

## **7. IMMIGRATION AND ASYLUM ACT 1999**

The Landlord hereby certifies that this Lease has been granted for the purpose of a contract under the provisions of Section 149(3) of the Immigration and Asylum Act 1999 and by virtue of such Section none of the enactments referred to in Section 149(3) applies to this Lease.

## **8. TERMINATION OF THE CONTRACT**

### **8.1 If the Contract:**

8.1.1 shall determine by effluxion of time; or

8.1.2 shall be determined (other than by effluxion of time) for any reason whatsoever;

then this Lease shall forthwith determine.

### **8.2 If this Lease ends under this Clause 8, this will not affect the rights of any party for any prior breach of an obligation in this Lease.**

## **9. JURISDICTION**

### **9.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.**

### **9.2 Subject to Clause 9.3 and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.**

### **9.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.**

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

## **SCHEDULE 1**

### **Landlord's Rights**

The following rights are excepted and reserved to the Landlord:

#### **1. LIGHT AND AIR**

All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.

#### **2. ENTRY ON TO THE PREMISES**

2.1 To enter the Premises to:

2.1.1 review or measure the Environmental Performance of the Premises including to install and to monitor metering equipment within or relating to the Premises and to prepare an EPC; and

2.1.2 estimate the current value or rebuilding cost of the Premises for insurance or any other purpose.

2.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:

2.2.1 build on or into any boundary or party walls on or adjacent to the Premises; and

2.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon any adjoining premises owned by the Landlord.

2.3 To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purposes in connection with this Lease.

2.4 To enter the Premises for any reasonable purpose in connection with the Contract and the performance by the Authority of its rights and obligations under the Contract.

#### **3. ROOFS**

The right to place plant, machinery or equipment on the roof of the Premises and a right of access to the roof along such route as the Landlord may require.

#### **4. ADJOINING PREMISES**

To carry out works of construction, demolition, alteration or redevelopment on any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

#### **5. PLANT, EQUIPMENT AND SCAFFOLDING**

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any buildings on the Premises in exercising the Landlord's rights under this Lease.



**SCHEDULE 2**

**Title Matters**

The matters contained or referred to in title number ONXXXX and all other matters affecting the Landlords title to the Premises.

The Corporate Seal of XXXXX hereunto affixed is authenticated by:

.....  
Authorised signatory

SIGNED as a deed by [ ..... ] Limited  
acting by a director in the presence of:

.....  
Director

*Signature (Witness)* .....

*Print Name* .....

*Address* .....

.....  
*Occupation*

**ANNEX A – SCHEDULE OF CONDITION**  
**[TO BE INSERTED POST CONTRACT AWARD]**

DRAFT