



SCHEDULE 9

LEASE

Version number	Issue Date	Comment
1.0	28 November 2025	Execution Version



DATED _____ **20**[]

(1) SECRETARY OF STATE FOR JUSTICE

(2) SERCO LIMITED

LEASE
relating to HMP Dovegate, Uttoxeter, ST14 8XR



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PRESCRIBED CLAUSES

LR1. Date of lease

[REDACTED]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SF281236

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

SERCO LIMITED (Registered No. 00242246) whose registered office is at Serco House, 16 Bartley Wood Business Park, Bartley Way Hook, Hampshire, RG27 9UY

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 Schedule 3 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 (Termination or expiry of the Prison Operating Contract)**

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 (Rights Granted)** 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 (Rights Reserved)** 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;
"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:- <ol 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;
"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 [] <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;
"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;
"Pumping Station"	means the pumping station operated by Severn Trent Water Ltd at the date of this Lease as shown marked A on the Plan;
"Premises"	means the premises shown edged red on Plan attached at Appendix 1 (Plan) ;
"Prison Operating Contract"	means the contract dated [] 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) ;
"Tenant's Covenants"	means the obligations, conditions and covenants to be complied with by a tenant of this Lease;
"Term Commencement Date"	means []; <i>[Note: this will be the date ascertained in accordance with the Prison Operating Contract – anticipated date 9 July 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 (Termination or expiry of the Prison Operating Contract)**:-

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 (Termination or expiry of the Prison Operating Contract)**) 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;
- 6.1.7 not to cause, create or allow blockages or discharges to the publicly maintained sewers network or the Pumping Station and to:-
 - 6.1.7.1 be responsible for and promptly pay all charges, invoices, fines and/or penalties charged to the Tenant or to the Landlord by or on behalf of Severn Trent Water (or any other successor utility provider) and/or by any statutory authority relating to the cleansing, operating, maintenance, inspection and repair of the Pumping Station as may be raised or charged from time to time; and
 - 6.1.7.2 indemnify the Landlord in respect of all costs, expenses damages and liability of the Landlord arising from any breach of this **clause 6.1.7**.

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 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 **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**

All notices under this Lease shall be in writing and all certificates, notices or written instructions to be given under the terms of this Lease shall be served by sending the same by special or recorded delivery, email or by hand, leaving the same at:

If to the Landlord Chief Property Officer
 Ministry of Justice
 Property Directorate
 102 Petty France



London
SW1H 9AJ
Email: OfficeoftheChiefPropertyOfficer@justice.gov.uk

If to the Tenant Serco Limited
Group Head of Property, UK&E
Serco House, Bartley Wood Business Park
16 Bartley Way
Hook
RG27 9UY
Email: property@serco.com

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 (Service of Notices)**.

18.5.3 Failure to send any original notice by personal delivery or recorded delivery in accordance with **clause 18.5.2 (Notices by Email)** 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 (Notices by Post)**) 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; and
- 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.

4. **PRISON OPERATING CONTRACT**

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



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.

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 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 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 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 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. 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 numbers SF281236 as at 2 September 2024 timed at 09:32:40.

[Note: The times and office copy dates will be inserted in due course when more up to date office copies are obtained prior to completion]

2. OTHER DEEDS AND DOCUMENTS

2.1 The matters contained or referred to in the following deeds and documents: [Note: A further title review will be required at completion to populate the table below with any new relevant documents]

Date	Document	Parties
11 June 1999	Agreement	(1) East Staffordshire Borough Council and (2) the Landlord

2.2 All information contained or referred to within the replies to commercial standard property enquiries CPSE 1 and CPSE 3 dated [Insert date of enquiries for the project]. [Note: CPSE replies to be updated and final dated replies to be inserted here].

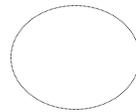
2.3 Without prejudice to paragraphs 1, 2.1 and 2.2 of this Schedule all rights, easements, covenants, agreements, declarations, exceptions, reservations, leases, other tenancies, licences and other rights of occupation or use now affecting the Premises, whether apparent on inspection or not.



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 by [**FULL NAME OF ATTORNEY**] as attorney for **SERCO LIMITED** under a power of attorney dated [] in the presence of a witness:

.....
as attorney for **SERCO LIMITED**

Witnessed by:

Signature:.....
Name (in block capitals):
Address:
Occupation:



APPENDIX 1

PLAN



APPENDIX 2

OFFICIAL COPY ENTRIES

[Redacted – Security]

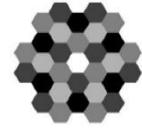


The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



HM Land Registry



Official copy of register of title

Title number SF281236

Edition date 13.12.2007

- This official copy shows the entries on the register of title on 02 SEP 2024 at 09:32:40.
- 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 02 Sep 2024.
- 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, Birkenhead Office.

A: Property Register

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

STAFFORDSHIRE : EAST STAFFORDSHIRE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the south east of Green Lane, Marchington.
- 2 (08.05.1990) The land has the benefit of the following rights granted by the Conveyance dated 5 June 1944 referred to in the Charges Register:-

"PARTICULARS of RIGHTS contained in the Conveyance of the 12th July 1918 referred to in Clause 3 hereof and in a Conveyance of the 10th July 1918 made between (1) J Gretton and H F Gretton (2) Lord Vernon (3) The Honourable W J B W V Vernon and W B Washborough and (4) Charles Mynors

Together also with the right to a supply of water for the said Charles Thomas Hall and Fred Hall their heirs and assigns the owners or owner for the time being of the land and premises thereby conveyed from the Sudbury Estate Water Supply as at present through the mains and pipes laid and maintain free unstopped and in good repair by and at the expense of the present Baron Vernon and his successors in title owner or owners for the time being of the said Sudbury Estate at a charge payable by the said Charles Thomas Hall and Fred Hall their heirs and assigns of One shilling per 1,000 gallons of water used as registered by a Meter to be installed and maintained in good repair and condition by and at the expense of the present Baron Vernon and his successors in title owners or owner for the time being of the Sudbury Estate as aforesaid but so that the present Baron Vernon and his successors in title should not be bound to supply water as aforesaid so long as prevented by stoppages due to frost or other causes over which he or they should have no control or if the Sudbury Estate Water Supply should fail or cease for any cause beyond his or their control and so also that the personal liability of the present Baron Vernon in respect of the said Water Supply should cease on his death and his said successors in title should be deemed to be bound only if and so far as he could lawfully bind them And together with the benefit of the covenant agreement and declaration by Lord Vernon contained in the said Conveyance relating respectively to estate or other duties and the jointure and portions therein referred to."



Title number SF281236

A: Property Register continued

- 3 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land lying to the east and west of the land in this title dated 13 December 1971 made between (1) The Secretary of State for Defence (Vendor) and (2) The Rural District Council of Uttoxeter (Purchasers):-
- "RESERVING in fee simple out of this Conveyance for the benefit of the adjoining or neighbouring land of the Vendor known as Marchington Military Station shown edged blue on the Plan Number 2 attached hereto or any part thereof (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof the cables wires pipes drains and channels (if any) in or over the property hereby conveyed or any part thereof and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same
- TOGETHER with the rights (hereinafter called "the said rights") specified in the First Part of the First Schedule hereto for the purpose of constructing and using sewers and a water pipe to be connected to the Eastern Sewage Works
- THE FIRST SCHEDULE
- First Part
1. Full and free right and liberty for the Purchasers to lay construct maintain and renew and use two sewers not exceeding twelve inches in diameter and pumping mains (with ancillary manholes in positions to be agreed with the Vendor) across the retained land along the route shown by continuous thin blue lines on the said Plan Number 1
4. The like right at all times on giving not less than 48 hours notice to the Vendor's Land Agent (except in case of emergency when notice shall be given as early as practicable) to enter upon and excavate so much of the retained land along the said routes referred to in clauses 1 2 and 3 above as shall be necessary for the purpose of exercising the said rights hereinbefore mentioned."
- NOTE: The 'retained land' comprises the land in this title and other land. Clauses 2 and 3 of the First Schedule do not affect the land in this title. The continuous thin blue lines referred to have been shown by a brown broken line on the title plan so far as they affect the land in this title.
- 4 The Conveyance dated 13 December 1971 referred to above contains the following provision:-
- "(4) (a) IT is hereby further agreed and declared as follows notwithstanding anything in the Conveyance hereinbefore contained the Vendor or other the owner or owners for the time being of the retained land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchasers or their successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this Conveyance be deemed henceforth to be enjoyed by the Purchasers and their successors in title with the consent of the owner or owners of the retained land subject to the provisions of this clause and not otherwise."
- 5 (08.05.1990) The land has the benefit of the following rights reserved by a Conveyance of land adjoining the north-western boundary of the land in this title dated 1 March 1982 made between (1) The Secretary of State for Defence (Vendor) and (2) Stephen Mark Watson and Isabel Watson (Purchaser):-
- "RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor as is shown



Title number SF281236

A: Property Register continued

edged green on the said plan (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof (a) all cables wires pipes drains and channels (if any) in on or over the property hereby conveyed and serving the land retained by the Vendor and the right to the free passage of electricity gas water and soil through the same to and from such retained land TOGETHER WITH all appropriate easements rights and privileges for repairing maintaining renewing and removing the same"

NOTE: The land of the Vendor edged green on the plan referred to comprises the westerly portion of the land in this title.

- 6 (08.05.1990) The Conveyance dated 1 March 1982 referred to above contains the following provision:-

"THIS CONVEYANCE shall not include or confer in favour of the Purchaser any easement liberty or privilege over or in respect of the retained land

NOTWITHSTANDING anything in the Conveyance hereinbefore contained the Vendor or other the owner or owners for the time being of the retained land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchasers or their successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this Conveyance be deemed henceforth to be enjoyed by the Purchasers and their successors in title with the consent of the owner or owners of the retained land subject to the provisions of this Clause and not otherwise."

- 7 (08.05.1990) 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 southern boundary of the land in this title dated 17 December 1982 made between (1) The Secretary of State for Defence (Vendor) and (2) Edmund Richard Hall (Purchaser):-

"Together with full right and liberty for the purpose of cleaning out the ditch on the north western boundary of the land first hereinbefore conveyed and removing rubbish therefrom but not for any other purpose whatsoever from time to time and at all reasonable times in the day time after giving to the Vendor forty eight hours notice (except in case of emergency when such notice as is reasonably practicable shall be given) with servants workmen and others and all necessary materials to enter upon so much of the land retained by the vendor shown edged green on the said plan (hereinafter called "the Vendors retained land") as shall be necessary the Purchaser making good all damage thereby done and restoring and reinstating the surface of such land to its original state and condition

2. THERE is excepted and reserved out of this Conveyance in fee simple for the benefit of the Vendors retained land or any part thereof all cables wires pipes drains and channels (if any) in on or over the property hereby conveyed and serving the Vendors retained land and the right to the free passage of electricity gas water and soil through the same to and from the vendors retained land together with all appropriate easements rights and privileges for repairing maintaining renewing or removing the same."

NOTE: The land in this title falls wholly within the land of the Vendor edged green on the plan referred to.

- 8 (08.05.1990) The Conveyance dated 17 December 1982 referred to above contains the following provision:-

"3. NOTWITHSTANDING anything in the Conveyance hereinbefore contained the Vendor or other the owner or owners for the time being of the vendors retained land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erectons



Title number SF281236

A: Property Register continued

on the retained land in such manner as he or they may think fit notwithstanding that the access and use of light or air now or at any time hereafter enjoyed by the Purchaser or his successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this conveyance be deemed henceforth to be enjoyed by the Purchaser and his successors in title with the consent of the owner or owners of the retained land subject to the provisions of this clause and not otherwise."

- 9 (08.05.1990) The land has the benefit of the following rights reserved by a Conveyance of land adjoining the western boundary of the land in this title dated 13 September 1983 made between (1) The Secretary of State for Defence (Vendor) and (2) Thomas Roger Ball and Elizabeth Carol Ball (Purchaser):-

"RESERVING nevertheless unto the Vendor in fee simple for the benefit of the land to be retained by the Vendor shown edged green on the plan annexed hereto (hereinafter called "the vendor's retained land") or any part thereof of all cables wires pipes drains and channels (if any) in on or over the property hereby conveyed and serving the land retained by the Vendor and the right to the free passage of electricity gas water and soil through the same to and from such retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same."

NOTE: The land in this title falls wholly within the land retained by the Vendor shown edged green on the plan referred to.

- 10 (08.05.1990) The Conveyance dated 13 September 1983 referred to above contains the following provision:-

"IT IS HEREBY DECLARED that (a) the Vendor and his successors in title or any other Government Department and their successors in title shall be at liberty to erect such buildings or erections on any part of the Vendor's retained land and to alter add to or use the same or any existing buildings or erections on such land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchasers and their successors in title with the consent of the owner or owners of the Vendor's retained land SUBJECT to the provisions of such declaration and not otherwise (b) this Conveyance shall not include or confer any easement liberty or privilege over or affecting the Vendor's retained land except such easements as are thereby expressly granted."

- 11 (08.05.1990) The land has the benefit of the following rights reserved by a Conveyance of land adjoining the southern boundary of the land in this title dated 15 November 1983 made between (1) The Secretary of State for Defence (Vendor) and (2) Edmund Richard Hall (Purchaser):-

"THERE is excepted and reserved out of this Conveyance in fee simple for the benefit of the land to be retained by the Vendor shown edged green on the said plan annexed hereto (hereinafter called "the Vendor's retained land") or any part thereof of:

(1) All cables wires pipes and channels (if any) in on or over the property hereby conveyed and serving the Vendor's retained land and the right to the free passage of electricity gas water and soil through the same to and from the Vendor's retained land together with all appropriate easements rights and privileges for repairing maintaining removing and renewing the same."

NOTE: The land in this title falls wholly within the land of the Vendor edged green on the plan referred to.

- 12 (08.05.1990) The Conveyance dated 15 November 1983 referred to above contains the following provision:-

"3. IT is hereby agreed and declared as follows:-

(1) The Vendor and his successors in title or any other Government Department and their successors in title shall be at liberty to erect such buildings or erections on any part of the Vendor's retained land and to alter add to or use the same or any existing buildings or



Title number SF281236

A: Property Register continued

erections on such land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser or his successors in title from and over the Vendor's retained land any be thereby obstructed diminished or destroyed and that any such access and use of light and air as aforesaid shall be deemed henceforth to be enjoyed by the Purchaser and his successors in title with the consent of the owner or owners of the vendor's retained land subject to the provisions of this declaration and not otherwise

(2) This Conveyance shall not include or confer any easement liberty or privilege over or affecting the Vendor's retained land except such easements as are hereby expressly granted."

- 13 (08.05.1990) The land has the benefit of the following rights reserved by a Conveyance of land adjoining the northern boundary of the land in this title dated 7 December 1983 made between (1) The Secretary of State for Defence (Vendor) (2) Eleanor Elizabeth Hall (Purchaser) and (3) Charles John Hall and others (Sub-Purchasers):-

"RESERVING in fee simple out of this Conveyance for the benefit of the adjoining or neighbouring land of the vendor shown edged green on the said plan (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof the following things and rights that is to say:-

(a) All cables wires pipes drains and channels (if any) in on or over the property hereby conveyed and serving the Vendor's retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same."

NOTE: The land in this title falls wholly within the land of the Vendor edged green on the plan referred to.

- 14 (08.05.1990) The Conveyance dated 7 December 1983 referred to above contains the following provision:-

"THIS Conveyance shall not include or confer in favour of the Sub-Purchasers any easement liberty or privilege over or in respect of the retained land

NOTWITHSTANDING anything in the Conveyance hereinbefore contained the vendor or other the owner or owners for the time being of the retained land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add or use the same or any existing buildings or erections on the retained land in such manner as he or they think fit notwithstanding that the access and use of light and air now or any time hereafter enjoyed by the Sub-Purchasers or their successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this Conveyance be deemed henceforth to be enjoyed by the Sub-Purchasers and their successors in title with the consent of the owner or owners of the retained land subject to the provisions of this Clause and not otherwise."

- 15 (08.05.1990) The land has the benefit of the following rights reserved by a Conveyance of land adjoining the southern boundary of the land in this title dated 21 December 1983 made between (1) The Secretary of State for Defence (Vendor) and (2) Jean Elizabeth Kirkham (Purchaser):-

"EXCEPT AND RESERVING unto the Vendor in fee simple for the benefit of the land to be retained by the vendor shown edged green on the plan annexed hereto (hereinafter called 'the Vendors Retained Land') or any part thereof of :

i) All cables wires pipes drains and channels (if any) in on or over the property hereby conveyed and serving the Vendors Retained Land and the right to the free passage of electricity gas water and soil through the same and to and from such Retained Land together with all appropriate easements rights and privileges for repairing maintaining



Title number SF281236

A: Property Register continued

renewing and removing the same.

ii) (Subject and limited as mentioned in Cause 3 (c) hereof) a right of way at all times and for all purposes with or without vehicles over and along the access road shown by a broken brown line on the said plan annexed hereto the Vendor and his successors in title contributing a fair proportion of the cost according to user from time to time of the maintenance repair or renewal of the access road."

NOTE: The land in this title falls wholly within the land of the Vendor edged green on the plan referred to. The access road shown by a broken brown line on the plan referred to has been hatched brown on the title plan.

16 (08.05.1990) The Conveyance dated 21 December 1983 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

a) The Vendor and his successors in title or any other Government Department and their successors in title shall be at liberty to erect such buildings or erections on any part of the Vendors Retained Land and to alter add to or use the same or any existing buildings or erections on such land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser or her successors in title from and over the vendors Retained Land may be thereby obstructed diminished or destroyed and that any such access and use of light and air as aforesaid shall be deemed henceforth to be enjoyed by the Purchaser and her successors in title with the consent of the owner or owners of the Vendors Retained Land subject to the provisions of this declaration and not otherwise.

b) That this assurance shall not include or confer any easement liberty or privilege over or affecting the Vendors Retained Land

c) That if the Purchaser or her successors in title shall desire to divert the route of the said access road shown by a broken brown line on the plan annexed hereto and shall give to the vendor or his successors in title notice thereof at any time within the period of Twenty one years from the date hereof then the Purchaser or her successors in title shall be at liberty at her or their own expense to divert the route of the said access road or such part thereof as shall be necessary to such other position in and under the land hereby conveyed as the Purchaser shall deem desirable and thereupon the Purchaser or her successors in title a similar easement to the easement hereby granted in respect of such diverted access road and the Vendor shall release and surrender to the Purchaser or her successors in title the easement hereby granted to the vendor in respect of such part of the said access road as is affected thereby."

17 (08.05.1990) 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 northern boundary of the land in this title dated 23 January 1984 made between (1) The Secretary of State for Defence (Vendor) and (2) Frederick George Hall and Joan Ann Hall (Purchasers):-

"THERE is excepted and reserved out of this Conveyance in fee simple for the benefit of the land to be retained by the Vendor shown edged green on the said plan annexed hereto (hereinafter called "the Vendor's retained land") or any part thereof all cables wires pipes drains and channels (if any) in on or over the property hereby conveyed and serving the vendor's retained land and the right to the free passage of electricity gas water and soil through the same to and from the Vendor's retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same

TOGETHER WITH

(a) Subject as mentioned in clause 3(c) hereof a right of way at all times and for all purposes with or without vehicles over and along the access roads shown coloured brown on the said plan annexed hereto subject to the Purchasers constructing at their own expense a roadway



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A: Property Register continued

and bridge between the points marked "V-W" "V-S" and "X-Y" on the said plan annexed hereto to the reasonable satisfaction of the Vendor and subject also to the Purchasers contributing a fair proportion of the cost according to user from time to time of the maintenance repair or renewal of the said access roads."

NOTE: The land in this title falls wholly within the land retained by the vendor shown edged green on the plan referred to. The access roads coloured brown on the plan referred to have been hatched blue on the title plan so far as they fall within the land in this title. The points "V-W" and "V-S" referred to have been reproduced on the title plan. The points "X-Y" referred to do not affect the land in this title

18 (08.05.1990) The Conveyance dated 23 January 1984 referred to above contains the following provision:-

"3. IT is hereby agreed and declared as follows:

(a) The Vendor and his successors in title or any other Government Department and their successors in title shall be at liberty to erect such buildings or erections on any part of the vendor's retained land and to alter add to or use the same or any existing buildings or erections on such land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchasers or their successors in title from and over the Vendor's retained land may be thereby obstructed diminished or destroyed and that any such access and use of light and air as aforesaid shall be deemed henceforth to be enjoyed by the Purchasers and their successors in title with the consent of the owner or owners of the vendor's retained land subject to the provisions of this declaration and not otherwise

(b) This Conveyance shall not include or confer any easement liberty or privilege over or affecting the Vendor's retained land except such easements as are hereby expressly granted

(c) If the Vendor or his successors in title shall desire to divert the route of the said access roads shown coloured brown on the said plan annexed hereto and shall give to the Purchasers notice thereof at any time within the period of twenty one years from the date hereof then the vendor or his successors in title shall be at liberty at his or their own expense to divert the route of the said access roads or such part thereof as shall be necessary to such other position in and over the vendor's retained land as the vendor shall deem desirable and thereupon the vendor or his successors in title shall grant at his or their own expense to the Purchasers a similar easement to the easement hereby granted in respect of such diverted access roads and the Purchasers shall release and surrender to the vendor or his successors in title the easement hereby granted to the Purchasers in respect of such part of the existing access roads as is affected thereby."

19 (20.01.2000) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

20 (20.01.2000) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered SF421102 in green on the title plan dated 28 September 1999 made between (1) Her Majesty's Principal Secretary of State for the Home Department and (2) Staffordshire County Council:-

"There is reserved out of this Transfer for the benefit of the residue of the land comprised in Title Number SF281236 ("the Retained Land") the right for the Transferor and his successors and assigns and those authorised by the Transferor to pass and repass with or without vehicles over the Property for the purposes of gaining access to and egress from the Retained Land until such time as the Property shall be taken over and adopted by the relevant Highway Authority."

21 (31.03.2000) A Deed dated 24 March 2000 made between (1) Robert Joseph Hall (2) Her Majesty's Principal Secretary of State for the Home Department (3) Moreton Prison Services Limited and (4) Premier Prison Services Limited is expressed to release the right of way granted by



Title number SF281236

A: Property Register continued

the Conveyance dated 23 January 1984 referred to above and grant a new right of way.

NOTE: Copy filed.

B: Proprietorship Register

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

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 SW1 4LH.

C: Charges Register

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

- 1 (08.05.1990) The land tinted pink on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 15 May 1944 made between (1) Edward Gerald Thompson (Vendor) and (2) His Majesty's Principal Secretary of State for the War Department (Purchaser):-

"Except nevertheless out of this conveyance to the Vendor the septic tank and the site thereof and the drain all coloured red on the said plan and reserving unto the Vendor the right to enter on the land hereby conveyed along the route of the said drain for the purpose of inspecting repairing and maintaining the same and the said tank

subject to the exception and reservation in favour of Lord Vernon particulars of which are set out in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

Particulars of Exception and Reservation contained in a Conveyance dated the 10th day of July 1918 between (1) J Gretton and H F Gretton (2) Lord Vernon (3) the Honourable W J B W V Vernon and W B Wasborough and (4) Charles Mynors

"Except and reserved as aforesaid to the use that the present Baron Vernon and his successors in title under the Settlement owners or owner for the time being of the adjoining lands forming part of the Sudbury Estate shall and may for ever hereafter have and enjoy (a) the free and uninterrupted passage and running of water through all then existing main waterpipes and branch pipes or any pipes laid or thereafter to be laid in renewal of or substitution for such first mentioned pipes which pipes were to be kept free unstopped and repaired by the then present Baron Vernon or his successors in title as aforesaid in through or under the said lands and premises together with the full right and liberty for him them or any of them with or without workmen and others at all times to enter upon the said premises and lands for the purpose of inspecting repairing and mending or renewing the said pipes or any of them and execute and do all such works and things thereon or in connection therewith as may be necessary and proper for that purpose reasonable compensation being paid to the said Charles Mynors his heirs and assigns for any damage thereby done to his or their property."

NOTE: The septic tank and the drain coloured red on the plan referred to have been marked in blue and shown by a blue broken line respectively on the title plan so far as they affect the land in this title.

- 2 (08.05.1990) The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 5 June 1944 made between (1) Fred Hall (Vendor) and (2) Secretary of State for War (Purchaser):-



Title number SF281236

C: Charges Register continued

"PARTICULARS of EXCEPTIONS RESERVATIONS and COVENANTS contained in the said Conveyances referred to in part A of this Schedule

To the use that the present Baron Vernon and his successors in title under the Settlement therein mentioned owners or owner for the time being of the adjoining lands forming part of the Sudbury Estate should and may for ever thereafter have and enjoy (a) the free and uninterrupted passage and running of water through all then existing main water pipes and branch pipes or any pipes laid or thereafter to be laid in renewal or of substitution for such first mentioned pipes which pipes were to be kept free unstopped and repaired by the present Baron Vernon or his successors in title as aforesaid in through or under the said lands and premises thereby conveyed together with the full right and liberty for him them or any of them with or without workmen and others at all times to enter upon the said premises and lands for the purpose of inspecting repairing and mending or renewing the said pipes or any of them and to execute and do all such works and things thereon or in connection therewith as may be necessary and proper for that purpose reasonable compensation being paid to the said Charles Thomas Hall and Fred Hall their heirs and assigns for any damage thereby done to their property."

- 3 (08.05.1990) The land tinted blue on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 24 June 1944 made between (1) Elizabeth Ann Kirkham (Vendor) and (2) His Majesty's Principal Secretary of State for the War Department (Purchaser):-

"RESERVING NEVERTHELESS unto the Vendor and her successors in title owner or owners for the time being of the adjoining property now retained by her the free and uninterrupted passage and running of water from and to the said adjoining property through the drains and watercourses now in on or under the property hereby conveyed."

- 4 (08.05.1990) The land tinted brown on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 8 August 1944 made between (1) Henry Hall (Vendor) and (2) The Secretary of State for War (Purchaser):-

"Reserving nevertheless unto the vendor and his successors in title owner or owners for the time being of the adjoining property now retained by him the free and uninterrupted passage and running of water from and to the said adjoining property through the drains and watercourses now in on or under the property hereby conveyed."

- 5 (06.10.1999) Lease dated 27 September 1999 to Moreton Prison Services Limited for 28 years from 27 September 1999.

NOTE 1: The lease contains an option to determine as therein mentioned

NOTE 2: Lessee's title registered under SF416341.

- 6 (23.12.1999) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 15 November 1999 made between (1) Her Majesty's Principal Secretary of State for the Home Department ("The Grantor") (2) Severn Trent Water Limited ("The Undertaker") and (3) Premier Prison Services Limited and Moreton Prison Services Limited ("The Developer"):-

"the Grantor" "the Developer" and "the Undertaker" shall include their successors in title and assigns

"the Apparatus" means a sewer being underground pipes (hereinafter called "the Pipe") together with all tunnels conduits manholes inspection chambers hydrants meters valves surface covers electric cables controls or other accessories embankments discharge structures and apparatus necessary to establish telegraphic telephonic or other electrical communication for the purposes of the licensed undertakings of the Undertaker and any duct cable or pipe therefor and any works ancillary to any of the items in this paragraph and necessary and expedient in relation to the exercise of the rights herein granted

"the strip of land"



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C: Charges Register continued

ALL THAT piece or parcel of land situate at Marchington in the County of Stafford shown for the purposes of identification only upon the Plan and thereon edged with yellow having a width of six metres being one half thereof to each side of the centreline of the Pipe

The red line upon the plan annexed hereto (hereinafter referred to as "the Plan") shall for purposes of identification denote the approximate location of the Pipe

the Grantor

.....
..

hereby grants with limited title guarantee unto the Undertaker THE perpetual easements rights powers and privileges described in the Second Schedule hereto (and referred to hereafter as "the Rights")

THE SECOND SCHEDULE referred to

"the Rights"

(a) The right of constructing placing and laying at any time or times hereafter the Apparatus whether all at one time or in part at one time and in part at other time or times and of thereafter retaining using inspecting the conditions of reconstructing replacing relaying altering maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the strip of land in the approximate position shown on the Plan

(b) The right of having and enjoying the free flow and passage of water with or without other matter by means of the Pipe as existing from time to time in through under over or upon the strip of land and to discharge therefrom into any ditch or watercourse within or adjacent to the strip of land

(c) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right following 48 hours' written notice to the Grantor and the Developer except in the case of emergency repair works where prior notice will be given if in the Undertaker's opinion it is practical to do so with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the strip of land by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor and/or the Developer (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's adjoining land

(d) The right of erecting on the strip of land and maintaining any necessary markers indicating the strip of land or the position of the Apparatus of a size and design previously approved in writing by the Developer and the Grantor such approval not to be unreasonably withheld or delayed

(e) The right in exercising the said rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations until such time as the Developer has constructed a prison on the Grantor's land adjoining the strip of land and thereafter as near as possible to such excavations having regard to the reasonable security requirements of the Grantor and/or the Developer as shall be necessary or desirable Provided that any top soil so tipped shall so far as reasonably practicable be of similar quality to that within the strip of land and to take away from the strip of land for its own use all subsoil found surplus to requirements after any necessary tipping has been undertaken and surface damage has been made good in accordance with the covenants on the part of the Undertaker hereinafter contained

(f) The right of fencing or severing off such part of the strip of land from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during and for the



Title number SF281236

C: Charges Register continued

purpose of the execution by the Undertaker of any of the works or operations hereby authorised Provided that after construction of a prison on the Grantor's land adjoining the strip of land the size and position of any fences shall be approved by the Grantor and/or the Developer such approval not to be unreasonably withheld or delayed

(g) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor

(h) The right to remove all or any trees and shrubs growing in the strip of land and any walls hedges and fences thereon

THE Undertaker hereby covenants with the Grantor and the Developer as appears in the Third Schedule hereto

THE THIRD SCHEDULE referred to

"The Undertaker's Covenants"

1. To give to the Grantor and the Developer 48 hours' notice in writing (except in the case of emergency repair works where prior notice will be given if the Undertaker's opinion it is practical to do so) of its intention to enter upon the strip of land to exercise the Rights and to take such reasonable security precautions as the Grantor and the Developer require including without limitation having representatives of the Grantor and/or the Developer present while the Undertaker exercises the Rights

2. From time to time and without any unnecessary delay at its own cost to make good so far as may be practicable any damage done or occasioned to the strip of land by reason of the exercise of the Rights.

3. To pay proper compensation for any damage to or injurious affection of the strip of land (insofar as the same has not been so made good) by reason of the exercise of the Rights or any of them and for any loss necessarily sustained by the Grantor from any such damage or injurious affection such compensation in default of agreement to be referred to arbitration as herein provided PROVIDED however that in the event of the Undertaker removing all or any trees or shrubs growing in the strip of land by virtue either of the roots of such trees or shrubs entering the pipe or placing at risk the Apparatus or any part thereof or believed or anticipated so to do then the Undertaker will not be under any duty to compensate whether by replacing the said trees or shrubs or financially

4. At all times to save harmless and indemnify the Grantor and/or the Developer from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses in respect of or arising out of the exercise of the Rights EXCEPT any such claims demands losses and expenses arising from any act or default of the Grantor PROVIDED THAT the Grantor and/or the Developer shall give immediate notice to the Undertaker of every claim made against the Grantor and/or Developer which the Grantor and/or the Developer considers is covered by this indemnity and shall not make any admission of liability thereto or settle or compromise any such claim or demand without the consent in writing of the Undertaker"

The said deed also contains the following covenants by the Grantor:-

"THE Grantor and the Developer to the intent that the burden of this covenant may run with the strip of land and so as to bind (so far as practicable) the strip of land into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor and/or the Developer personally liable for any breach of covenant committed after the Grantor and/or the Developer shall have parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker that the Grantor and the Developer will at all times hereafter observe and perform the restrictive and other covenants in respect of the strip of land set out in the Fourth Schedule hereto



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C: Charges Register continued

THE FOURTH SCHEDULE referred to

"The Grantor's and the Developer's Covenants"

(a) Not to use or permit or knowingly suffer to be used the strip of land or any adjoining or adjacent land of the Grantor or occupied by the Developer for any purpose or to permit or knowingly suffer anything thereon which may endanger injure or damage the Apparatus or the quality of water or other matter therein or interfere with the free flow and passage thereof or any means of communication along or through the same or otherwise impede hinder or interfere with the exercise of the Rights by the Undertaker and in particular but without prejudice to the generality of the foregoing:-

(i) not to erect construct or place or permit or knowingly suffer to be erected constructed or placed upon under or over the strip of land any building wall or other structure or erection or any work of any kind whether permanent or temporary or carry out or permit or knowingly suffer to be carried out thereon any development within the meaning of the Town and Country Planning Act 1990 or any Order made thereunder or any Act or Order amending or replacing the same and for the time being in force Provided Always that this covenant shall not be deemed to prevent the refection of boundary or other fences which are of an easily removable character

(ii) not to permit or knowingly suffer anything in on or under the strip of land or any adjoining land of the Grantor or occupied by the Developer which may withdraw support from the Apparatus

(b) Not to use the surface of the strip of land otherwise than for agricultural or garden purposes (but not for the planting of trees or shrubs) or as an open space or for any one or more such purposes and in particular (but without prejudice to the foregoing) no pipes wires cables posts poles timber stone or materials or substance shall be erected placed or constructed thereon or thereunder except fences constructed with such gates or openings as may admit of the free exercise by the Undertaker of the Rights PROVIDED always that the foregoing prohibitions shall not apply to any now existing streets roads sewers drains pipes cables or wires in upon or over the strip of land or so as to prevent the construction in the future (subject to the prior written consent of the Undertaker which shall not be unreasonably withheld or delayed) of any street or road sewer drain pipe cable or wire across the Apparatus if and so long as the same shall be so constructed or placed at an angle of not less than forty five degrees formed by any such street road sewer drain pipe cable or wire and the Apparatus or any pipes wires and cables used in connection with any security or fire alarm system as may be required by the Grantor and/or the Developer PROVIDED FURTHER that such user of the surface and also any user by the Grantor and/or the Developer of the subsoil are in all respects to be subservient and subject to the exercise by the Undertaker of the Rights and shall not be allowed to interfere with the exercise by the Undertaker of the same or of any of them or with the works operations or property of the Undertaker in connection therewith

(c) Not to lower or permit or knowingly suffer to be lowered the level of the surface of the strip of land whether by excavation tipping or deposit of soil or other materials or otherwise

(d) Nothing shall be done caused or permitted within the strip of land which may endanger or damage the Aparatus or render access thereto more difficult or expensive in particular (without prejudice to the generality) not to allow any piling operations therein

(e) To advise any tenant for the time being of the strip of land of the existence of the Apparatus and of this deed and its contents in so far as the same relate to his occupancy and enjoyment of the strip of land."

NOTE: The "strip of land" referred to has been shown by a broken yellow line on the title plan.



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End of register