

**AUTHORITY: The Secretary of State for the Home  
Department**

**Schedule 3.2  
Brook House Underlease**

**Gatwick Estate  
(Brook House, Tinsley House with Pre-Departure  
Accommodation)  
Immigration Removal Centres and PDA Contract**

**OFFICIAL – SENSITIVE**

**UNDERLEASE**

**DATED 2020**

**BROOK HOUSE IMMIGRATION REMOVAL CENTRE**

**(1) SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL  
GOVERNMENT**

**(2) SERCO LTD**

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**UNDERLEASE**

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## **OFFICIAL – SENSITIVE**

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**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1** [REDACTED]

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**

**SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** of Estates Directorate, 10<sup>th</sup> floor post point 10.41, 102 Petty France, London SW1H 9AJ.

**Tenant**

[REDACTED] [(company registration number [REDACTED])] whose registered office is at [REDACTED]<sup>1</sup>.

**Other parties**

**Guarantor**

[REDACTED] [(company registration number [REDACTED])] whose registered office is at [REDACTED]<sup>2</sup>.

**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.**

Land and Building known as Immigration Removal Centre Southern Perimeter Road Gatwick Airport shown edged red on the Plan

**LR5. Prescribed statements etc.**

None.

**LR6. Term for which the Property is leased**

The term as specified in this Lease at Clause 1 and defined as "Term".

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This Lease contains a provision that prohibits or restricts dispositions.

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<sup>1</sup> Cripps: details to be inserted once known

<sup>2</sup> Cripps: details to be inserted once known

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

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

None.

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

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 2.1

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

The rights specified in clause 2.2

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

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**THIS LEASE** is made on

20[ ]

**BETWEEN:-**

- (1) **SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** (the "**Landlord**") of Estates Directorate, 10<sup>th</sup> floor, Post Point 10.41, 102 Petty France, London SW1H 9AJ;
- (2) [ ] [(Company No. )] whose registered office is at [ ] (the "**Tenant**"); and
- (3) [ ] [(Company No. )] whose registered office is at [ ] ("**Guarantor**")

**IT IS AGREED** as follows: -

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Lease the following expressions have the following meanings: -

<b>"Additional Rent"</b>	all sums payable by the Landlord under the Superior Lease except the rent payable under clause 2.5.1 of the Superior Lease and interest on such rent.
<b>"Authorised Guarantee Agreement"</b>	An agreement in the form set out in Schedule 3.
<b>"Authority"</b>	Her Majesty's Principal Secretary of State for the Home Department;
<b>"Building"</b>	the land and building known as Brook House Immigration Removal Centre Southern Perimeter Road Gatwick Airport let by the Superior Lease;
<b>"Contract"</b>	an Agreement dated [ ] and made between the Authority (1) [ ] (2) [ ] (3);
<b>"Conduits"</b>	all sewers drains mains pipes cisterns tanks meters gullies culverts gutters conduits ducts flues watercourses channels subways wires cables sprinkler systems alarm and security systems and electricity substations and other conducting media of whatsoever nature;
<b>"Electricity Equipment"</b>	any electricity cables switchgear transformers and other associated equipment as at the date

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	of this Lease whether or not exclusively serving the Premises;
<b>“Electricity Substation Site”</b>	the piece or parcel of land forming part of the Building shown shaded red on the attached plan.
<b>“Electric Line”</b>	as defined in Section 64(1) of the Electricity Act 1989 and communications cables together with all joint boxes and apparatus ancillary thereto.
<b>"Landlord"</b>	the Landlord named above and any other person entitled at any time to the immediate reversion to this Lease;
<b>"Lease"</b>	this Lease including where the context so admits any Supplemental Documents;
<b>"Legislation"</b>	means any Act (including without limitation the Immigration and Asylum Act 1999 and the Human Rights Act 1998) or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978 and any exercise of the Royal Prerogative and any enforceable community right within the meaning of Section 2 of the European Communities Act 1972 and in each such case includes the interpretation, administration or application thereof;
<b>“Plan”</b>	the plan or plans attached to this lease at Annexure 1;
<b>"Premises"</b>	the premises shown edged red on the attached plan and known as the Immigration Removal Centre Southern Perimeter Road Gatwick Airport (forming part of the Building) and each and every part of them;
<b>"Superior Landlord"</b>	the person for the time being entitled to the reversion immediately or immediately expectant on the termination of the term granted by the Superior Lease;
<b>"Superior Lease"</b>	the lease dated 17 November 2008 and made between (1) Devon Nominees (No1) Limited and Devon Nominees (No2) Limited and (2) the Landlord under which the Landlord holds the Building together with any deed, agreement, licence, memorandum, letter or other document which is or becomes supplemental to the Superior Lease;

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<b>"Supplemental Documents"</b>	any deed, agreement, licence, memorandum, letter or other document which is or becomes supplemental to this Lease;
<b>"Tenant"</b>	the Tenant named above and any successor in title to that person from time to time;
<b>"Term"</b>	a term of years commencing on [ ] and expiring on and including [ ] (subject to earlier determination); <sup>3</sup>
<b>"Termination Date"</b>	the date of expiry of the Term or any earlier date on which this Lease shall end for any reason;
<b>"VAT Act"</b>	The Value Added Tax Act 1994 (including any Act from time to time replacing, re-enacting or consolidating it) as amended from time to time;
<b>"VAT Rent"</b>	The amount of any VAT payable on the yearly rent and on any other money for which the tenant is liable under this Lease.

### 1.2 Interpretation

The following rules of interpretation apply to this Lease:

- 1.2.1 Where the Superior Landlord, Landlord or any other person exercises any right in this Lease to enter the Premises then (unless specifically provided in the Superior Lease or this Lease to the contrary) the person exercising that right will make good all damage caused to the Premises.
- 1.2.2 Where under the terms of this Lease the consent of the Landlord is required for any act or matter the consent of the Superior Landlord under the terms of the Superior Lease is also to be required wherever requisite provided that nothing in this Lease is to be construed as imposing on the Superior Landlord any obligation not to refuse its consent unreasonably or as indicating that such an obligation is imposed on the Superior Landlord by virtue of the terms of the Superior Lease.
- 1.2.3 Rights excepted or reserved to the Landlord are to benefit also any superior landlord and/or any other person authorised by the Landlord or the Superior Landlord.
- 1.2.4 Rights to be enjoyed by the Tenant in common with the Landlord are to be enjoyed also in common with all persons authorised by the Tenant and the Landlord and any superior landlord and any other person having similar rights.
- 1.2.5 Obligations undertaken by more than a single person are joint and several obligations and where more than one person is bound to a

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<sup>3</sup> Cripps: Dates to be agreed.



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condition in this Lease then all those persons are bound jointly and severally.

- 1.2.6 Every obligation undertaken by the Landlord under Clause 5 is a covenant by the Landlord with the Tenant and every obligation undertaken by the Tenant under Clause 4 is a covenant by the Tenant with the Landlord.
- 1.2.7 Where any act is prohibited the Tenant will also not permit or passively allow that act to be done.
- 1.2.8 The Tenant covenants with the Landlord to comply with every condition to which it is bound under this Lease.
- 1.2.9 The expression "person" includes a company, corporation, individual, partnership, Local Authority, unincorporated association or other body legally capable of holding land.
- 1.2.10 Any reference to a Clause or Schedule by number is a reference to that numbered Clause or Schedule to this Lease.
- 1.2.11 The headings to Clauses, Schedules or paragraphs of this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease.
- 1.2.12 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.
- 1.2.13 'Guarantor' includes the Guarantor's successors in title and personal representatives.

## 2. DEMISE, RIGHTS, RESERVATIONS AND TITLE MATTERS

### Demise

The Landlord HEREBY DEMISES the Premises to the Tenant for the Term (terminable as specified in this Lease).

- 2.1 Together with (insofar as the Landlord has title to grant the same and in common with the Landlord, the Superior Landlord and all other persons from time to time entitled) the rights specified in Part 2 of Schedule 1 to the Superior Lease.
- 2.2 Except and reserving to the Landlord and Superior Landlord and all other persons from time to time entitled to them the rights specified by Part 3 of Schedule 1 to the Superior Lease and/or by part 1 of the Schedule to this Lease.
- 2.3 This Lease is subject to all rights, easements, restrictions, stipulations and provisions of whatever nature affecting the Premises and to the documents and

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the matters referred to in them specified in part 3 of Schedule 1 to the Superior Lease and in part 2 of the Schedule to this Lease.

### 3. **RENT**

From and including the date of this Lease the Tenant will pay:

- 3.1 the yearly rent of one peppercorn (if demanded);
- 3.2 the Additional Rent on demand; and
- 3.3 the VAT Rent on demand.

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

The Tenant agrees with the Landlord during the Term as follows.

#### 4.1 **Rents**

To pay the yearly rent and the Additional Rent without any deduction or set-off whether legal or equitable.

#### 4.2 **Superior Lease**

4.2.1 To comply with the tenant's obligations in the Superior Lease as if they were set out in this Lease in full except for:

- (a) the obligation to pay the yearly rent first reserved by the Superior Lease; and
- (b) any obligations which conflict with the terms of this Lease.

4.2.2 In complying with the obligations in the Superior Lease that relate to the condition of the Premises it is to be assumed that the Premises are in the condition in which they were at the date of the Previous Lease.

#### 4.3 **User**

4.3.1 The Tenant will not use the Premises or any part thereof for any illegal act or purpose.

4.3.2 The Tenant will not carry on at the Premises any activities which are inconsistent with the performance by the Authority of its rights and obligations under the Contract.

4.3.3 The Tenant shall not use the Premises or any part thereof other than for the purpose of providing the detention centre under the Contract except with the prior written consent of the Landlord.

4.3.4 The Tenant shall not carry out any business or trading activity within the confines of the Premises except activities in the ordinary course of running a detention centre (as the expression is defined in Section 147 of the Immigration and Asylum Act 1999) which are permitted by law.

**4.4 Signs and Advertisements**

The Tenant shall not display any advertisement, sign or notice of any description, unless such sign or notice is required to be displayed by Legislation or is necessarily required by the Tenant for the purposes of construction works or operational services (but subject to complying with Clause 4.3).

**4.5 Alterations**

The Tenant will not construct any new building or new structure of any kind on the Premises nor carry out any structural or external alteration or addition or other material work whatsoever to the Premises nor alter the existing design or appearance (whether internal or external) of the Premises.

**4.6 Alienation**

4.6.1 Not to assign underlet or part with the possession or occupation of the whole or any part of the Premises save for an assignment of the whole of the Premises to an assignee of the whole of the Tenant's interest in the Contract in accordance with the provisions of the Contract (and if the Tenant shall assign to a third party the whole of its interest under the Contract in accordance with the terms of the Contract then the Tenant shall immediately assign to that third party the whole of its interest under the Lease).

4.6.2 Within one month following any dealing with or transmission of any interest under this Lease or derivative of it or the execution of any document dealing with that interest the Tenant will deliver to the Landlord a copy (certified by a firm of solicitors as a true copy of the original) of the document evidencing or effecting that dealing or transmission together with any reasonable registration fee which the Landlord may require.

4.6.3 The Tenant will ensure that contemporaneously with any assignment of the whole of the Premises the assignee enters into a covenant with the landlord to comply with the Tenant's obligations and the conditions contained in this Lease.

4.6.4 The Tenant (as assignor) will contemporaneously with any assignment of the whole of the Premises enter into an Authorised Guarantee Agreement.

4.6.5 The assignee will provide guarantors (who are in the reasonable opinion of the Landlord in acceptable financial standing) to guarantee the obligations of the proposed assignee in the form set out in Schedule 2.

**4.7 Landlord's Entry**

The Tenant will permit the Landlord and the Superior Landlord, and all other persons so entitled to exercise all the rights excepted and reserved under Clause 2.2 subject to the Landlord, Superior Landlord and such other persons complying with the Tenant's reasonable security requirements except in the case of emergency.

**4.8 Notices**

- 4.8.1 In this Clause 4.8 "**Notice**" means any written permission, notice, order or proposal relevant to the Premises or to the use of the Premises whether or not contained within a communication dealing also with other subject matters.
- 4.8.2 Within seven days of receipt by the Tenant (or sooner if required having regard to the requirements of the notice in question) of any Notice given to the Tenant or the occupier of the Premises the Tenant will give to the Landlord full particulars and a copy of the Notice.
- 4.8.3 Subject to there being no inconsistency with the provisions of the Contract, and without prejudice to the Landlord's obligations thereunder the Tenant will take all necessary steps to comply with any Notice.

**4.9 Statutory Requirements**

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

- 4.9.1 the Tenant will comply with all Legislation.
- 4.9.2 the Tenant will obtain from the appropriate authorities all licences, consents and permissions which may be required for the carrying out by the Tenant of any operations or use on any part of the Premises and will on request from the Landlord supply copies of the same to the Landlord.

**4.10 Adverse Rights**

The Tenant will not stop up or paint out any windows at the Premises and will not knowingly permit any encroachment upon the Premises or the acquisition of any new right to light, air, drainage or other right over any part of the Premises and will give written notice to the Landlord of any threat of encroachment or acquisition of that nature.

**4.11 Yielding Up**

At the Termination Date the Tenant will yield up the Premises in accordance with the obligations on the part of the Tenant contained in this Lease and for the avoidance of doubt the Tenant shall not under any circumstances be entitled to remove from the Premises any items affixed thereto at the Termination Date notwithstanding that the same constitute Tenant's fixtures and fittings.

**4.12 Defective Premises**

The Tenant will give written notice to the Landlord of any defect in the Premises which may give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Landlord under the Defective Premises Act 1972 and the Tenant will display and maintain all notices which the Landlord may from time to time require to be displayed at the Premises having regard to any obligation which may become imposed on the Landlord under the said Act.

**4.13 Title Matters**

The Tenant will comply with all matters contained in the documents or referred to in the documents referred to in part 2 of the Schedule.

**4.14 Landlord's Costs**

To pay the Landlord on demand and on an indemnity basis all costs and expenses (including but not limited to those payable to solicitors, counsel, surveyors and bailiffs) incurred by the Landlord:

- 4.14.1 in recovering or attempting to recover arrears of Rents or other money due under this Lease;
- 4.14.2 in the contemplation, preparation and service of any notices or proceedings under sections 146 and 147 of the Law of Property Act 1925 (even though forfeiture may be avoided by means other than by relief granted by the court);
- 4.14.3 in taking any steps in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the end of the Term; and
- 4.14.4 in connection with any breach or non-performance by the Tenant of any of its obligations in this Lease.

**4.15 Costs of Licences**

To pay all costs and fees incurred by the Landlord in connection with any licence or consent applied for by the Tenant whether the application is granted, refused or withdrawn.

**4.16 Indemnity**

Subject to the provisions of Clause 25 of the Contract to fully and effectively indemnify the Landlord in respect of any Losses (as defined in the Contract) suffered or incurred by the Landlord which arise as a result of;

- 4.16.1 any non-performance by the Tenant of its obligations under this Lease;
- 4.16.2 the use and occupation of the Premises by the Tenant; and
- 4.16.3 any act or default of the Tenant or any person at the Premises with its actual or implied authority.

**4.17 Refuse and Deleterious Substances**

- 4.17.1 Not to burn any rubbish on the Premises and not to deposit any rubbish on the Premises other than in proper receptacles.
- 4.17.2 To ensure that rubbish or refuse receptacles on the Premises are regularly emptied and to comply with the Landlord's requirements for the disposal of rubbish or refuse.
- 4.17.3 Not to permit any substance which is or might become of a dangerous, hazardous, polluting or contaminative nature or which might in any way

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adversely affect or damage the Premises, any Conduits, other land water or the environment or cause harm to human health to be in, on or under or to escape from the Premises and if the Tenant becomes aware of any such substance in, on, under or escaping from the Premises to give immediate written notice of it to the Landlord and to remove or remediate it in compliance with the requirements of the Landlord or any competent authority.

- 4.17.4 Sub-clause 4.17.3 of this clause 4.17 does not prevent the Tenant from keeping on the Premises reasonable quantities of any substance which is consistent with the use permitted by Clause 4.1 and lawfully kept in proper containers.

### 4.18 **Overloading and Damage**

Not to overload the Premises nor damage, overload or obstruct any Conduits.

### 4.19 **Regulations**

- 4.19.1 To comply with any reasonable regulations which the Landlord (or any superior landlord) may from time to time make relating to the management and security of the Building and health and safety requirements.

- 4.19.2 To supply to the Landlord on demand from time to time a copy of the Tenant's health and safety policy applicable to the Premises.

### 4.20 **Land Registry Title Matters**

At the end of this Lease (however it ends) the Tenant is to apply to the Land Registry to cancel all notices of easements, restrictions and other matters relating to it on the Landlord's title.

### 4.21 **Insurance**

To insure the Premises in accordance with Schedule 2.5 (Insurance Requirements) but to terminate such insurance immediately upon receipt of written request from the Landlord to do so in the event that the Superior Landlord assumes responsibility for insuring the Premises pursuant to Schedule 2 of the Superior Lease.

### 4.22 **Repair**

- 4.22.1 To keep the Premises clean and in good and substantial repair and condition.

- 4.22.2 To renew and replace as necessary the Premises in accordance with best practice where they become beyond repair.

- 4.22.3 To keep the Conduits exclusively serving the Premises in good and substantial repair and condition.

### 4.23 **Decorations**

In every fifth year and in the last year of the Term to paint and decorate, in accordance with best practice and in colours and patterns for which the

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Landlord has given consent, all the parts of the Premises usually painted or decorated.

### 4.24 Outgoings

4.24.1 To pay all present and future rates, taxes, charges, assessments and outgoings whatever (whether of a capital or recurring nature) which are payable in respect of the Premises whether by or the owner or occupier other than those payable by the Landlord in connection with a dealing with the reversion to this Lease.

4.24.2 To pay the Landlord a rateable proportion (to be decided by the Landlord's surveyor whose decision is to be final) of any rates, taxes, charges, assessments and outgoings which are now or may in the future be payable for the Premises jointly with other property.

4.24.3

- (a) Not to agree the rateable value of the Premises with any competent authority without the consent of the Landlord (not to be unreasonably refused or delayed);
- (b) To notify the Landlord in writing of all proposals and counter proposals and the progress of negotiations to determine the rateable value of the Premises; and
- (c) at the request of the Landlord and at the cost of the Tenant to appeal (within any time limit) against a determination of the rateable value of the Premises made by any competent authority and to prosecute the appeal diligently.

4.24.4 to pay the Landlord a sum equal to any rating relief (or any similar relief or exemption) that the Landlord loses after the end of the Term because it has been allowed to the Tenant.

### 4.25 Energy Performance Certificates

4.25.1 to co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Premises including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and

4.25.2 to allow access to any Energy Assessor appointment by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Premises or the Building.

**5. LANDLORD'S GENERAL OBLIGATIONS**

Subject to the Tenant paying the rents reserved by this Lease and complying with its obligations the Landlord agrees.

**5.1 Quiet Enjoyment**

That the Tenant may hold and use the Premises without any interruption by the Landlord (except as authorised by this Lease) or any person rightfully claiming through, under or in trust for the Landlord.

**5.2 Superior Lease**

To pay the rent payable under clause 2.5.1 of the Superior Lease and interest on such rent.

**6. GENERAL PROVISIONS**

**6.1 Interest**

If any Rents or any other payment due under this Lease are not paid on the due date (whether formally demanded or not) then:

6.1.1 the Tenant will pay interest on the unpaid amount;

6.1.2 the rate of interest will be four per cent above the base rate from time to time of Barclays Bank plc calculated on a day to day basis from the due date for payment until the date of actual payment (both dates inclusive);

6.1.3 the Landlord has the right to recover the interest as rent; and

6.1.4 the right to interest does not affect the Landlord's other rights under this Lease.

**6.2 Exclusion of warranty of fitness**

The Landlord does not warrant that any present or future use to which the Tenant puts the Premises is permitted under the provisions of the Town and Country Planning Act 1990 or any other legislation.

**6.3 Termination on damage or destruction**

6.3.1 If following damage or destruction of the Premises either the Superior Landlord or the Landlord serves notice to terminate the Superior Lease then the Landlord may serve notice on the Tenant terminating this Lease and on the expiry of the notice this Lease will end.

6.3.2 Clause 6.3.1 does not affect the Landlord's right in respect of any prior breach by the Tenant of its obligations in this Lease.

**6.4 Rights against the Tenant**

The Landlord and the Superior Landlord and any other superior reversioners have the same rights against the Tenant as does the Superior Landlord against the Landlord under the terms of the Superior Lease.



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### **6.5 Provisions in Superior Lease**

The provisions of clauses 5.1 to 5.5 and clauses 5.7 to 5.10 of the Superior Lease apply with any necessary changes to this Lease.

### **6.6 Right for the Landlord to deal with neighbouring property**

The Landlord has the right to deal as it thinks fit with any neighbouring property without obtaining consent from or making any compensation to the Tenant.

## **7. NOTICES**

### **7.1 Any notice or other communication given or made under this Lease shall be in writing and served in accordance with the following provisions.**

7.1.1 Any notice, notification, consent, approval, direction or other communication whatsoever which the Landlord is required or authorised by this Lease to give or make to the Tenant shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by recorded or registered post addressed to the Tenant at its registered office and that notice or other communication shall be deemed for the purpose of the Lease to have been given or made at the time at which the letter would in the ordinary course of post be delivered, save where there is express contractual provision to the contrary.

7.1.2 Any notice or consent which the Tenant is required to give to the Landlord under the terms of the Lease shall be sufficiently given if it is sent by recorded or registered post addressed to the United Kingdom Immigration Service (marked for the attention of Head of Immigration Service Enforcement Directorate) or its successors as advised at 3<sup>rd</sup> Floor, Apollo House, Wellesley Road, Croydon CR9 3RR (or such other address as may be identified from time to time). Such notice or consent shall be deemed to have been given at the time at which the letter would in the ordinary course of post be delivered, save where there is express contractual provision to the contrary.

## **8. TERMINATION OF CONTRACT**

### **8.1 In the event that:**

8.1.1 the Contract shall terminate by effluxion of time; or

8.1.2 the Contract shall be wholly terminated (other than by effluxion of time) for any reason whatsoever;

then this Lease will determine forthwith but without prejudice to any claim by either party hereto against the other in respect of any antecedent breach of the terms of this Lease or any other matter arising therefrom.

## **9. EFFECTIVENESS**

For the avoidance of doubt the provisions of this document (other than those contained in this Clause) shall not have any effect until this document has been dated.

**10. NEW TENANCY**

This Lease granted in pursuance of the Contract is a new tenancy for the purposes of Section 1 of the Landlord & Tenant (Covenants) Act 1995.

**11. EXCLUSION OF THIRD PARTY RIGHTS**

The parties do not intend that any term of this Lease shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Lease.

**12. ADJOINING PREMISES**

Nothing herein contained shall by implication of law or otherwise entitle the Tenant to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by anyone in respect of property not comprised in this Lease or operate to confer upon the Tenant any easement, right or privilege over or to prevent or restrict (or entitle the Tenant or anyone authorised by the Tenant to any compensation in respect of) the use, repair, rebuilding, alteration, demolition or development of any land or property not comprised in this Lease whether the same shall be subject to or free from obligation, agreements, declarations and stipulations similar to those herein.

**13. 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 following enactments apply to this Lease namely:

13.1.1 Part II of the Landlord and Tenant Act 1954;

13.1.2 Section 146 of the Law of Property Act 1925; and

13.1.3 Section 19 of the Landlord and Tenant Act 1927 and the Landlord and Tenant Act 1988.

**14. EXCLUSION OF SECURITY OF TENURE**

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

14.2 The parties confirm that:

14.2.1 on \_\_\_\_\_ the Landlord served on the Tenant a notice as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this lease (a certified copy of which notice is attached); and

14.2.2 on \_\_\_\_\_, [*name of declarant*] who was duly authorised by the Tenant made a statutory declaration in accordance with the requirements of section 38A(3)(b) of the 1954 Act (a certified copy of which declaration is attached).

14.2.3 there is no agreement for lease to which this lease gives effect.

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14.3 The parties confirm that:

14.3.1 on \_\_\_\_\_ the Landlord served on the Guarantor a notice as required by section 38A(3)(a) of the 1954 Act applying to the tenancy to be entered into by the Guarantor under paragraph 5 of schedule 2 (a certified copy of which notice is attached); and

14.3.2 on \_\_\_\_\_, *[name of declarant]* who was duly authorised by the Guarantor made a statutory declaration in accordance with the requirements of section 38A(3)(b) of the 1954 Act (a certified copy of which declaration is attached).

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### **SCHEDULE 1**

#### **Part 1**

#### **RIGHTS RESERVED**

- (1) Full right and liberty with or without vehicles trolleys plant materials and equipment to pass and repass at all times and for all purposes over and along external parts of the Premises from and to the public highway for the purpose of access to and egress from the Electricity Substation Site and for all purposes in connection with the rights reserved by this Lease.
- (2) Full right and liberty to open outwardly on to the Premises gates or doors installed in or along the boundary of the Electricity Substation Site.
- (3) Full right and liberty at all times and from time to time throughout the Term to retain lay place affix install and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to adjust repair alter re-lay replace re-install re-affix renew supplement inspect examine test and remove) Electric Lines under the external parts of the Premises and to break up the respective surfaces thereof so far as may be necessary from time and to time and for all or any of such purposes to enter the external parts of the Premises.
- (4) Full right and liberty to use such hoists cranes and other lifting apparatus over the Premises as may be reasonably necessary in connection with the installation or removal of Electricity Equipment and Electric Lines.
- (5) Full right and liberty to take in and expel air from the Electricity Substation Site through the means of ventilation therefor.
- (6) Full right and liberty to discharge surface water from the Electricity Substation Site onto the Premises.
- (7) Full right of support and protection for the Electricity Substation Site from the Premises and (if any) buildings thereon and to project the eaves of any building upon the Electricity Substation Site thereover.

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- (8) Full right to enter so far as may be necessary the external parts of the Premises for the purpose of inspecting maintaining and repairing the Electricity Substation Site and the boundaries thereof.
- (9) Full right and liberty at all times during the Term to enter on the Premises for any purpose (including for the purposes of carrying out works) as may be required in order to comply with any obligation on the part of the Tenant and/or any condition and/or requirement of the Superior Lease.

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### Part 2

#### MATTERS AFFECTING THE PREMISES

All matters contained or referred to in:-

1. title numbers WSX288208, WSX216163, WSX227164 and WSX324458 registered at the Land Registry in so far as such matters affect the Premises; and
2. the Superior Lease.

#### SCHEDULE 2

##### (Obligations of the Guarantor)

- 1 In this schedule the following words and expressions have the meanings set opposite them (unless the context otherwise requires):
  - 1.1 Event Any one of the following:
    - (i) disclaimer of this lease or surrender of this lease by a person having power to disclaim; or
    - (ii) forfeiture of this lease; or
    - (iii) a surrender of this lease that the Landlord has no choice but to accept (by, for example, being bound by the terms of an individual or company voluntary arrangement); or
    - (iv) the Tenant ceasing to exist.
  - 1.2 'Relevant Variation' has the meaning given to it by section 18 of the Landlord and Tenant (Covenants) Act 1995.
- 2 The parties agree that, where applicable, the provisions of this guarantee survive the termination of this lease.
- 3 The Guarantor agrees with and guarantees to the Landlord that the Tenant will:
  - 3.1 comply with the Tenant's obligations in this lease and where the Tenant fails to do so then the Guarantor will comply with them; and
  - 3.2 comply with any obligations the Tenant enters into in an Authorised Guarantee Agreement in respect of this lease and where the Tenant fails to do so then the Guarantor will comply with them.
- 4 The Guarantor agrees with the Landlord as a separate and primary obligation to indemnify the Landlord against any failure by the Tenant:
  - 4.1 to comply with the Tenant's obligations in this lease; and

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- 4.2 to comply with any of the obligations the Tenant enters into in an Authorised Guarantee Agreement.
- 5 The Landlord may, by written notice given to the Guarantor within six months of an Event (or, in the case of the Event referred to in paragraph 1.1 of this Schedule 2 if later, within six months after the Landlord first becomes aware that the Tenant has ceased to exist), require the Guarantor to take a lease of the Premises:
- 5.1 for a term starting on the date of the Event and ending when the Term would have expired had this lease continued;
  - 5.2 at an initial rent equal to the Yearly Rent payable under this lease at the date of the Event (or at the open market rent where there is a rent review pending) and which is subject to review as provided by this lease;
  - 5.3 and otherwise on the same terms as this lease (including all variations except Relevant Variations); and;
  - 5.4 at the cost of the Guarantor as regards preparation and execution including a counterpart.
- 6 If the Landlord does not require the Guarantor to take a lease of the Premises the Guarantor must pay the Landlord on demand the amount of the Rents which would have been payable under this lease but for the Event until the Premises are re-let.
- 7 These obligations of the Guarantor continue even though:
- 7.1 the Landlord allows time or another concession to the Tenant; or
  - 7.2 the Tenant ceases to exist; or
  - 7.3 the Landlord and the Tenant agree any variation to this lease whether or not the Guarantor has consented to it and whether or not it is a Relevant Variation; or
  - 7.4 any other thing occurs which would have released the Guarantor but for this provision (apart from an express written release).
- 8 The liability of the Guarantor applies to the Tenant's obligations in this lease (and the Tenant's obligations under an Authorised Guarantee Agreement) as varied from time to time except as regards any Relevant Variation.
- 9 Where the Guarantor is more than one person the release of one does not release any other.
- 10 The Guarantor must pay all charges (including legal and other costs on a full indemnity basis) incurred by the Landlord in relation to the Landlord's enforcement of this guarantee.

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## SCHEDULE 3

### (Authorised Guarantee Agreement)

**DATE:**

**PARTIES:**

- (1) **[NAME OF LANDLORD AT THE DATE OF THIS AGREEMENT]** (company registration number •) whose registered office is at • (Landlord)
- (2) **[NAME OF TENANT AT THE DATE OF THIS AGREEMENT]** (company registration number •) whose registered office is at • (Assignor)
- (3) **[NAME OF TENANT'S GUARANTOR AT THE DATE OF THIS AGREEMENT]** • (company registration number •) whose registered office is at • (Assignor's Guarantor)

#### 1 DEFINITIONS

In this agreement the following words and expressions have the meanings set opposite them (unless the context otherwise requires):

- 1.1 Assignee • (company registration number •) whose registered office is at •
- 1.2 Lease The lease made on • between (1) the Landlord and (2) • \*and (3) •\* and all documents supplemental or collateral to that lease.
- 1.3 Premises The premises let by the Lease.
- 1.4 1954 Act Landlord and Tenant Act 1954.

#### 2 INTERPRETATION

- 2.1 A word or expression used in this agreement has the same meaning as in the Lease unless the context requires otherwise.
- 2.2 'Relevant Variation' has the meaning given to it by section 18 of the Landlord and Tenant (Covenants) Act 1995.
- 2.3 If any party is more than one person their obligations are joint and individual.
- 2.4 The clause headings do not affect the interpretation of this agreement.

#### 3 AGREEMENT CONDITIONAL

The Assignor has agreed to assign the Lease to the Assignee and this agreement takes effect on completion of that assignment whether or not the assignment is subsequently registered at the Land Registry.



**4 ASSIGNOR'S OBLIGATIONS**

- 4.1 The Assignor agrees with and guarantees to the Landlord that the Assignee will comply with the Assignee's obligations in the Lease and where the Assignee fails to do so then the Assignor will comply with them.
- 4.2 The Assignor agrees with the Landlord as a separate and primary obligation to indemnify the Landlord against any failure by the Assignee to comply with the Assignee's obligations in the Lease and where the Assignee fails to do so then the Assignor will comply with them.
- 4.3 If the liability of the Assignee under the Lease is disclaimed, the Landlord may, by written notice given to the Assignor within six months of the Landlord receiving notice of that disclaimer, require the Assignor to take a lease of the Premises:
  - 4.3.1 for a term starting on the date of the disclaimer ending when the Term would have expired had the Lease continued;
  - 4.3.2 at an initial rent equal to the Yearly Rent payable under the Lease at the date of the disclaimer (or at the open market rent where there is a rent review pending) and which is subject to review as provided by the Lease;
  - 4.3.3 and otherwise on the same terms as the Lease (including all variations except Relevant Variations); and
  - 4.3.4 at the cost of the Assignor as regards preparation and execution including a counterpart.
- 4.4 If the Landlord does not require the Assignor to take a new lease of the Premises the Assignor must pay the Landlord on demand the amount of the Rents which would have been payable under the Lease but for the disclaimer until the Premises are relet.
- 4.5 The obligations of the Assignor continue even though:
  - 4.5.1 the Landlord allows time or another concession to the Assignee; or
  - 4.5.2 the Assignee ceases to exist; or
  - 4.5.3 the Landlord and the Assignee agree any variation to the Lease whether or not the Assignor has consented to it and whether or not it is a Relevant Variation; or
  - 4.5.4 any other thing occurs which would have released the Assignor but for this provision (apart from an express written release).

**ASSIGNOR'S GUARANTOR**

- 4.6 The Assignor's Guarantor agrees with and guarantees to the Landlord that the Assignor will comply with the Assignor's obligations in this agreement and where the Assignor fails to do so then the Assignor's Guarantor will comply with them.
- 4.7 The Assignor's Guarantor agrees with the Landlord as a separate and primary obligation to indemnify the Landlord against any failure by the Assignor to

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comply with the Assignor's obligations in this agreement and where the Assignor fails to do so then the Assignor's Guarantor will comply with them.]

### EXCLUSION OF SECURITY OF TENURE

- 4.8 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to a lease granted under clause 4.3 of this agreement.
- 4.9 The parties acknowledge that:
- 4.9.1 on •[date] the Landlord served on the Assignor a notice under section 38A(3)(a) of the 1954 Act; and
  - 4.9.2 on •[date] the Assignor signed a statutory declaration under section 38A(3)(b) of the 1954 Act.
- 4.10 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to a lease granted to the Assignor's Guarantor under this agreement.
- 4.11 [The parties acknowledge that:
- 4.11.1 on •[date] the Landlord served on the Assignor's Guarantor a notice under section 38A(3)(a) of the 1954 Act; and
  - 4.11.2 on •[date] the Assignor's Guarantor signed a statutory declaration under section 38A(3)(b) of the 1954 Act.]

### END OF AGREEMENT

The Assignor has [and the Assignor's Guarantor have] no liability under this agreement in respect of any period after the date when the Assignor ceases to be liable by virtue of statutory provisions or (if earlier) the Landlord releases them in writing.

### SEVERANCE

Any provision in this agreement which is void under section 25 of the 1995 Act is to be severed from all remaining provisions and the remaining provisions are to remain in force.

### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

**EXECUTED** as a deed and delivered on the date at the beginning of this document.

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**IN WITNESS** whereof the parties have executed this Lease as a deed.

**LANDLORD**

**THE CORPORATE SEAL** of the  
**SECRETARY OF STATE FOR**  
**HOUSING, COMMUNITIES AND**  
**LOCAL GOVERNMENT** hereunto  
affixed to this deed is authenticated by:

)

)

)

)

)

).....

) Authorised by the Secretary of State for  
Housing, Communities and Local  
Government

)

)

**TENANT**

**EXECUTED** as a **DEED** by the said

)

)

in the presence of:

)

**ANNEXURE 1**

**Plan – See attached document named Gatwick IRCs - Sch.1. Brook House  
Annexure 1**

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**ANNEXURE 2**

**Landlord and Tenant Act 1954 - Notice and Declaration**