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Commercial and Contract Management Directorate

SCHEDULE 9

LEASE



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Commercial and Contract Management Directorate

DATED 20[REDACTED]

Draft (1):

(1) SECRETARY OF STATE FOR JUSTICE

(2) [REDACTED]

**LEASE
relating to
HMP [REDACTED]**



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PRESCRIBED CLAUSES

LR1. Date of lease

[]

LR2. Title number(s)

[]

LR2.1 Landlord's title number(s)

[]

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

[] (Registered No. []) whose registered office is at []

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") at shown edged [red] on the Plan attached at **Appendix 1**

[Note to Bidders: Extent of the demise plan to be reviewed]

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 [] (referred to in this Lease as the "Term Commencement Date")

To and including []

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

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

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 2.4.2.6**

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

None

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

None

LR11. Easements

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

The rights specified in **clause 3.1** and **Schedule 1**

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

The rights specified in **clause 3.3** and **Schedule 1**

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 or other media, including all fixtures and ancillary apparatus, used for or in connection with all or any of:- <ul style="list-style-type: none">(a) the supply of Utilities and/or drainage and(b) any plant and machinery;
" Contractual Term "	means the period from the Term Commencement Date to 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;



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"Lease Expiry Date"	means [Note to Bidders:– this date is intended to be the initial term plus any extension periods plus the maximum exit period referred to in the Prison Operating Agreement];
"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 (Plans) and labelled accordingly;
"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;
"Project Termination Date"	means the Early Termination Date (as defined in the Prison Operating Contract) in the event that the Prison Operating Contract is terminated on the Early Termination Date or the Termination Date (as defined in the Prison Operating Contract);



"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 []; [Note to Bidders: this will be the date ascertained in accordance with the Prison Operating Contract] ;
"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 Automatic Termination on Project Termination Date

2.4.1 If the Prison Operating Contract is:-

2.4.1.1 terminated for any reason prior to the Lease Expiry Date, this Lease shall automatically cease and determine with effect from the Project Termination Date; or

2.4.1.2 subject to Partial Termination relating to the Premises for any reason prior to the Lease Expiry Date this Lease shall automatically cease and determine with effect from the date the Prison Operating Contract has been Partially Terminated.

2.4.2 The Tenant shall immediately on the Project Termination Date or if there is Partial Termination on the date the Prison Operating Contract has been Partially Terminated in relation to the Premises:-

2.4.2.1 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;

2.4.2.2 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;

2.4.2.3 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;

2.4.2.4 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;

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



2.4.2.6 (without prejudice to the forgoing 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 to 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 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;

5.2 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).



6. REPAIRS AND MAINTENANCE

6.1 Tenant's Repair and Maintenance Obligations

The Tenant is:-

- 6.1.1 to keep 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; and

6.2 Tenant's Alterations Obligations

The Tenant is not to carry out any alterations, additions or demolition to 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 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 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.



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- 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, facsimile or by hand, leaving the same at:

If to the Landlord Head of Major Contracts - Live Services
 MOJ Estates Directorate
 Fourth Floor
 102 Petty France
 London SW1H 9AJ
 Fax No: [REDACTED]

If to the Tenant [Company Secretary]
 [REDACTED]
 Fax No: [REDACTED]

18.2 **Changes**

Either Party to this Lease may change its nominated address, email or facsimile number 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



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ends on a non Business Day), and (in either case) where the email is sent to the correct email address and no notice of delivery failure is received.

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

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

19. **CONFLICT OF AGREEMENTS**

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

20. **GOVERNING LAW AND JURISDICTION**

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

21. **EXECUTION**

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



SCHEDULE 1

RIGHTS GRANTED TO THE TENANT

1. CONDUITS

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

2. SUPPORT

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

3. ACCESS FOR REPAIRS

The right to enter and remain upon so much as is necessary of any Adjoining Premises owned by the Landlord on not less than forty eight (48) hours' prior notice to and upon receipt of written approval from the Landlord (except in case of emergency when written approval is not required and as much notice as is practicable in the circumstances shall be given) with or without workmen, plant and equipment to repair, maintain, decorate, replace, renew and clean the Premises 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.

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 Her 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 [redacted] as at [redacted] timed at [redacted] and [redacted] as at [redacted] timed at [redacted].

2. OTHER DEEDS AND DOCUMENTS

2.1 The matters contained or referred to in the following deeds and documents: **[Note to Bidders: title review will be required to populate list below with relevant documents]**.

Date	Document	Parties / Comments
------	----------	--------------------

2.2 All information contained or referred to within the replies to commercial standard property enquiries dated **[Insert date of enquiries for the project]**. **[Note to Bidders: CPSE replies to be updated]**

2.3 Without prejudice to **paragraphs 1, 2.1 and 2.2** 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

.....
Authorised Signatory

.....
Full Name (Authorised Signatory)

.....
Authorised Signatory

.....
Full Name (Authorised Signatory)



Common Seal

Executed as a Deed (but not delivered until the date of this Deed) by [redacted] acting by

.....
Signature of Director

.....
Full Name (Director)

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

.....
Signature of Director/Secretary



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APPENDIX 1

PLAN



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APPENDIX 2

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