



Home Office

AUTHORITY: The Secretary of State for the Home Department

## **Schedule I – Form of Lease**

### **Harmondsworth IRC**

## ITT DOCUMENT LIST

Volume	Title
Main Contract	Contract
<b>Schedules to Volume 3</b>	SCHEDULE A Insurances
	SCHEDULE B Fixtures, Fittings and Equipment
	SCHEDULE C Maintenance Management Part 1 – Maintenance Management Part 2 – Tenderers Response
	SCHEDULE D Operational Specification Part 1 – Operational Specification Part 2 – Tenderers Response
	SCHEDULE E Contingency and Emergency Procedures
	SCHEDULE F Operating Fee
	SCHEDULE G Performance Evaluation
	SCHEDULE H Mobilisation
	<b>SCHEDULE I Form of Lease</b>
	SCHEDULE J Named Representatives
	SCHEDULE K Not Used
	SCHEDULE L Dispute Resolution Procedure
	SCHEDULE M Permitted Sub-Contractors and Sub-contracts at the date of contract
	SCHEDULE N Change Control Procedures
	SCHEDULE O Form of Parent Company Guarantee
	SCHEDULE P Demobilisation
	SCHEDULE Q Commercially Sensitive Information Part
	SCHEDULE R Consultations
	SCHEDULE S Service Improvements and Cost Savings
Data Room	Data Room

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**THIS LEASE** is made on [ ] of [ ]

**BETWEEN:**

- (1) **SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT** c/o Commercial & Property Directorate, UKBA, Bedford Point, 2<sup>nd</sup> Floor 35 Dingwall Road, Croydon, CR9 2EF (the “**Landlord**”);  
and
- (2) **Mitie Care and Custody Limited** (Company No. 06976230 whose registered office is at 1 Harlequin Office Park, Fieldfare, Emersons Green, Bristol, BS16 7FN, United Kingdom (the “**Tenant**”)

<b>LR1. Date of lease</b>	
<b>LR2. Title number(s):</b>	<p><b>LR2.1 Landlord’s title number(s):</b>  <i>Title number(s) out of which this lease is granted. .</i></p> <p>MX111247</p> <p><b>LR2.2 Other title numbers:</b>  <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i></p>
<p><b>LR3. Parties to this lease:</b></p> <p>Give full names, address and company’s registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</p>	<p><b>Landlord:</b>  <b>SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT</b> care of the Commercial &amp; Property Directorate, UKBA, Bedford Point, 2<sup>nd</sup> Floor, 35 Dingwall Road, Croydon, CR9 2EF.</p> <p><b>Tenant:</b>  <b>Mitie Care and Custody Limited</b> (Company No. 06976230) whose registered office is at 1 Harlequin Office Park, Fieldfare, Emersons Green, Bristol, BS16 7FN, United Kingdom</p> <p><b>Other parties:</b>  <i>Specify capacity of each party, for example “management company”, “guarantor”, etc.</i></p> <p><b>Guarantor</b>  <b>Mitie Group PLC</b> (registered under number SC19230) [a company incorporated under the laws of Scotland] whose registered office is at 35 Duchess Road, Rutherglen, Glasgow G73 1AU</p>

<p><b>LR4. Property:</b></p> <p><i>Insert a description of the land being leased</i></p> <p>or</p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p><b>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.</b></p> <p>Clause 1 and Schedule 1 (defined as 'Premises' in this lease)</p>
<p><b>LR5. Prescribed statements etc.:</b></p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	
<p><b>LR6. Term for which the Property is leased:</b></p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The term as specified in this lease at clause 1 (defined as "Term in this lease)</p>
<p><b>LR7. Premium:</b></p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>[None]</p>

<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p><b>LR9. Rights of acquisition etc.:</b></p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>[None]</p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None.</p>
<p><b>LR11. Easements:</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>Clause 3.1.1 and Schedule 2</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>Clause 3.1.2 and Schedule 3 Part 1</p>
<p><b>LR12. Estate rentcharge burdening the Property</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge</i></p>	<p>Not applicable.</p>

<p><b>LR13. Application for standard form of restriction</b></p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	

DATED

201 [ ]

(1) SECRETARY OF STATE FOR COMMUNITIES AND LOCAL  
GOVERNMENT (the “Landlord”)

and

(2) Mitie Care and Custody Limited (the “Tenant”)

[and]

[(3) Mitie Group PLC (the “Guarantor”)]

LEASE

of

premises at Harmondsworth Immigration Removal Centre,  
Colnbrook Bypass, Harmondsworth, Hillingdon



**THIS LEASE** is made on [ ] of [ ]

**BETWEEN:**

- (1) **THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT** c/o Commercial & Property Directorate, UKBA, Bedford Point, 2<sup>nd</sup> Floor 35 Dingwall Road, Croydon, CR9 2EF (the “**Landlord**”); and
- (2) **Mitie Care and Custody Limited** (Company No. 06976230) whose registered office is at 1 Harlequin Office Park, Fieldfare, Emersons Green, Bristol, BS16 7FN, United Kingdom (the “**Tenant**”); and
- [(3) **Mitie Group PLC** (registered under number SC19230) [a company incorporated under the laws of Scotland] whose registered office is at 35 Duchess Road, Rutherglen, Glasgow G73 1AU (the “**Guarantor**”)]

**IT IS AGREED** as follows:

## 1. DEFINITIONS

<b>Authorised Guarantee Agreement:</b>	The form of agreement set out in schedule 5
<b>Authority:</b>	Her Majesty’s Principal Secretary of State for the Home Department
<b>Contract:</b>	An Agreement dated 20[] and made between (1) the Authority and (2) the Tenant
<b>Legislation:</b>	Has the meaning given to it in the Contract
<b>Plan:</b>	The plan or plans attached to this lease
<b>Premises:</b>	The premises described in schedule 1 and each part of them excluding the air above the Premises including all alterations and additions which may be carried out during the Term and all landlord’s fixtures and fittings
<b>Rents:</b>	The Yearly Rent, the VAT Rent and all other sums payable under this lease.

<b>Retained Land</b>	Those premises adjacent to the Premises shown edged with a [broken blue line] on the Plan (being land owned by the Landlord outside the Premises and comprising the remainder of the land registered at the Land Registry with freehold title absolute under Title Number MX111247
<b>Roadway:</b>	The roadway shown [coloured blue and yellow on the Plan]
<b>Service Media:</b>	Conducting media and ancillary plant and equipment for the supply of water, drainage, gas, electricity, telecommunications and other services.
<b>Term:</b>	The period of [8/11] years starting on the Date of Contract (as defined in the Contract) and ending on the day before the [eighth/eleventh] anniversary of the Date of Contract.
<b>Termination Date</b>	Has the meaning given to it in the Contract or any earlier date on which this lease shall end for any reason.
<b>VAT Rent:</b>	The amount of any value added tax payable on the Yearly Rent and on any other money for which the Tenant is liable under this lease.
<b>Working Day:</b>	Any day other than Christmas Day, Good Friday, a Saturday, Sunday or bank holiday in England or Wales
<b>Yearly Rent:</b>	A peppercorn
<b>1954 Act:</b>	The Landlord and Tenant Act 1954

## 2. INTERPRETATION

### 2.1 In this lease:

2.1.1 'Landlord' where the context allows includes the person entitled to the Premises for the time being at the end or earlier termination of the Term.

2.1.2 'Tenant' where the context allows and subject to the Landlord and Tenant (Covenants) Act 1995 includes the

Tenant's successors in title.

- 2.1.3 'Guarantor' includes the Guarantor's successors in title and personal representatives.
- 2.1.4 If any party is more than one person then their obligations are to be joint and individual.
- 2.1.5 'value added tax' means value added tax and any tax of a similar nature replacing it.
- 2.1.6 All sums referred to are exclusive of value added tax.
- 2.1.7 Reference to any statute or statutory instrument includes and refers to that statute or statutory instrument and any subordinate legislation as amended or re-enacted from time to time throughout the Term.
- 2.1.8 A restriction imposed on the Tenant not to do a thing is deemed to include an obligation not to allow that thing to be done.
- 2.1.9 A right or an obligation for the Landlord to serve a notice or any other communication on the Tenant or a right to enter the Premises for any reason may be exercised on the Landlord's behalf by an authorised agent.
- 2.1.10 A right to enter the Premises includes a right to enter with workmen, materials and equipment.
- 2.1.11 The clause, schedule and paragraph headings and the index do not affect the interpretation of this lease.

### 3. LETTING AND RENT

- 3.1 In consideration of the Rents reserved by and the Tenant's obligations in this lease the Landlord with full title guarantee lets the Premises to the Tenant for the Term (determinable as specified in this lease):
  - 3.1.1 together with the rights (jointly with others entitled) specified in schedule 2 and the operation of section 62 of the Law of Property Act 1925 is excluded from this lease and the only rights for the Premises are those specified in this lease;
  - 3.1.2 excepting and reserving (for the Landlord and all others entitled) the rights specified in schedule 3 part 1; and
  - 3.1.3 subject to the matters contained in or referred to in the documents specified in schedule 3 part 2.
- 3.2 The Tenant is to pay during the Term if demanded the VAT Rent on demand.

## 4. TENANT'S OBLIGATIONS

### Rents

- 4.1 To pay the Rents without any deduction or set-off whether legal or equitable.

### Outgoings

- 4.2 To pay all present and future rates, taxes, charges and outgoings whatever which are payable in respect of the Premises or the owner or occupier and to pay the Landlord a rateable proportion (to be determined by the Landlord's surveyor whose decision is to be final) of any rates, taxes, charges and outgoings which are now or may in the future be payable for the Premises as part of or jointly with any other property.

- 4.3 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) and:

4.3.1 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

4.3.2 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.

### Shared structures and services

- 4.4 To pay on demand a rateable proportion (to be determined by the Landlord's surveyor whose decision is to be final) of the costs of repairing maintaining and cleaning any party structures facilities and services (including without limitation the Roadway) which may serve or be used by the Premises in common with other premises.

### Landlord's Costs

- 4.5 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:

4.5.1 in recovering or attempting to recover arrears of Yearly Rent or other money due under this lease;

4.5.2 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);

4.5.3 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;

4.5.4 in connection with any breach or non-performance by the Tenant of any of its obligations in this lease; and

#### Costs of licences

4.6 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.

#### Repair and decoration

4.7 To repair maintain renew and decorate the Premises in accordance with the Contract.

#### Return of the Premises

4.8 At the end of this lease however it ends:

4.8.1 to return the Premises to the Landlord in a state of repair and condition consistent with the full performance by the Tenant of its obligations and for the avoidance of doubt the Tenant shall not under any circumstances be entitled to remove from the Premises any items fixed to it even if they constitute tenant's fixtures and fittings.; and

4.8.2 to apply to the Land Registry to close the Tenant's title to this lease and to cancel all notices of easements, restrictions and other matters relating to it on the Landlord's title.

#### Landlord's right to inspect and to repair

4.9 To allow the Landlord at reasonable times and on giving reasonable prior written notice (except in an emergency):

4.9.1 to enter the Premises to examine their condition; and

4.9.2 to view the Premises in connection with the Landlord's interest in them; and

4.9.3 to rectify any breach of obligation relating to the condition of the Premises within one month of receiving written notice from the Landlord to do so.

#### Allow entry for repairing other property

4.10 If the Tenant fails to comply with a notice served under clause 4.9.3:

4.11 To allow the Landlord at reasonable times on giving reasonable prior written notice (except in an emergency) to enter the Premises to carry out repairs or alterations to the Retained Land or any other property

(subject to the Landlord taking reasonable steps to repair any damage caused to the Premises by the works).

#### Alterations

- 4.12 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 Provided That this clause shall not prevent any construction alteration or addition which is permitted in respect of the Premises pursuant to the provisions of the Contract. Any construction or alteration or addition shall be subject to the prior written consent of the Landlord and to an obligation to reinstate (if required by the Landlord) at the Termination Date.

#### Signs and aerals

- 4.13 The Tenant shall not display any advertisement sign or notice or any description, unless such sign or notice is required to be displayed by Legislation or is otherwise permitted by the Contract.

#### Notices and orders

- 4.14 To deliver immediately to the Landlord a copy of any notice served on or received by the Tenant or delivered to the Premises and of any order affecting the Premises.
- 4.15 Subject to the provisions of the Contract to take all reasonable steps to comply with any notice or order.
- 4.16 At the request of the Landlord to make or join with it in making any representation or appeal which the Landlord may reasonably require.

#### Dealings

- 4.17 Not to assign, charge, underlet or part with or share possession or occupation of part only of the Premises.
- 4.18 Not to assign, charge, underlet or part with or share possession or occupation of the whole of the Premises except by 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 this Lease PROVIDED THAT the Tenant may without the Landlord's consent share occupation of the Premises with UK Border Force provided that no relationship of landlord and tenant is thereby created.
- 4.19 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.

- 4.20 To enter into an Authorised Guarantee Agreement on the date of an assignment in accordance with clause 4.18.

#### Registration of dealings

- 4.21 Within 15 Working Days after completion:

4.21.1 to deliver to the Landlord a certified copy of any document assigning or affecting the Premises or purporting to do so; and

4.21.2 to pay a reasonable fee (minimum £20.00) for registration.

#### Use

- 4.22 Not to use the Premises or any part for any illegal act or purpose.
- 4.23 Not to carry on at the Premises any activities which are inconsistent with the performance by the Authority of its rights and obligations under the Contract.
- 4.24 To use the Premises in accordance with the provisions of the Contract.
- 4.25 Not to use the Premises other than for the purpose of constructing and providing the removal centre (as defined under the Contract) except with the prior written consent of the Landlord.
- 4.26 Not to carry out any business or trading activity within the confines of the Premises except activities in the ordinary course of running a removal centre (as defined in the Contract) and which are permitted by law.

#### Nuisance

- 4.27 Not to use the Premises in a way which causes nuisance or damage to the Premises or to the Retained Land or to any neighbouring property or to their owners or occupiers.
- 4.28 Not to discharge into the Service Media:
- 4.28.1 any trade effluent or other matter which may be corrosive or harmful to the Service Media or may cause any obstruction or deposit; or
- 4.28.2 any poisonous or noxious matter.

#### Title Matters

- 4.29 The Tenant will comply with all matters contained in or referred to in the documents specified in schedule 3 part 2 of this lease.

#### Compliance with laws

- 4.30 To comply with the provisions of all current and future statutes, regulations and byelaws and any requirement of any competent authority relating to the Premises or the Common Parts or their use.
- 4.31 To supply all information reasonably required by the Landlord to show compliance.

#### Adverse rights

- 4.32 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.

#### Defective Premises

- 4.33 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.

#### Open or garden land

- 4.34 To keep any open or garden land forming part of the Premises clean and tidy.

#### The Contract

- 4.35 The Tenant covenants to comply with the obligations on its part contained in the Contract.

#### Indemnity for the Landlord

- 4.36 Subject to clause 4 of the Contract to keep the Landlord indemnified against any Losses (as defined in clause 4.1 of the Contract) incurred by the Landlord arising from:
  - 4.36.1 any breach by the Tenant of the Tenant's obligations in this lease;
  - 4.36.2 the use and occupation of the Premises by the Tenant; and
  - 4.36.3 any act or default of the Tenant or any person at the Premises with its actual or implied authority.



## 5. LANDLORD'S GENERAL OBLIGATIONS

### 5.1 Quiet enjoyment

Subject to the Tenant paying the Rents and complying with its obligations the Landlord agrees to allow the Tenant to occupy the Premises for the Term without any interruption (except where otherwise stated) from the Landlord or any person lawfully claiming through or in trust for it.

### 5.2 Restriction on Landlord's liability

The Landlord (and for the avoidance of doubt any of its successors in title) is not to be liable for the Landlord's obligations in Clause 5.1 and the schedules after it has transferred its interest in the Premises.

## 6. GENERAL PROVISIONS

### 6.1 Forfeiture

6.1.1 The Landlord has the right to re-enter the Premises and terminate this lease without affecting any rights which have accrued to the Landlord under it if:

6.1.2 any Rents are not paid for more than 15 Working Days after they are due (whether formally demanded or not); or

6.1.3 the Tenant fails to comply with any of its obligations under this lease; or

6.1.4 the Tenant or any guarantor of the Tenant's obligations becomes bankrupt or enters into or makes any proposal to enter into an arrangement or composition with its creditors or suffers distress on the Premises; or

6.1.5 the guarantee given by any guarantor of the Tenant's obligations is or becomes unenforceable (in whole or in part) for any reason; or

6.1.6 the Tenant or any guarantor of the Tenant's obligations:

a) (being a company):

- is the subject of a petition or issues a notice convening a meeting to consider a resolution for its winding up; or
- enters into liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company on terms previously agreed by the Landlord) or compulsorily; or
- has a provisional liquidator or a receiver (including an administrative receiver) appointed; or

- has a resolution passed by the directors to apply for an administration order or one or more of them swears an affidavit or makes a witness statement in support of an application; or
  - is the subject of an administration order or of an administration application or a notice of intention to appoint an administrator is filed at court or an administrator is appointed; or
  - is the subject of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986; or
  - is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or
  - is otherwise insolvent; or
  - having been registered with unlimited liability acquires limited liability; or
- b) (being a company incorporated outside the United Kingdom):
- is the subject of any proceedings or event analogous to those referred to in clause 6.1.6 (a) in the country of its incorporation; or
  - for any reason ceases to be or to remain liable under this lease or for any reason ceases to maintain its corporate existence; or
- c) (being an individual):
- is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under section 253 or section 273 or section 286 Insolvency Act 1986; or
  - otherwise becomes bankrupt or insolvent or dies.

## 6.2 Contract

If there is any inconsistency between the terms of this lease and the Contract the provisions of the Contract shall prevail.

## 6.3 Interest

**6.3.1** If Yearly Rent or any other payment due under this lease are not paid on the due date (whether formally demanded or not) then:

- a) the Tenant is to pay interest on the unpaid amount;
- b) the rate of interest will be four per cent per annum 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);
- c) the Landlord has the right to recover the interest as rent; and

- d) the right to interest does not affect the Landlord's other rights under this lease.

#### 6.4 Exclusion of implied rights

Except where stated otherwise this lease does not confer and is not deemed to include any right or easement in favour of the Tenant over any property other than the Premises.

#### 6.5 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.

#### 6.6 Power to deal with Landlord's other property

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

#### 6.7 Registered land

Where this lease is registered at the Land Registry an assignment, underletting, charge or other disposition takes effect (as between the parties to this lease) at its date irrespective of whether that disposition has been registered at the Land Registry.

#### 6.8 Contracts (Rights of Third Parties) Act 1999

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

### 7. TERMINATION OF CONTRACT

In the event that the Contract shall terminate for whatever reason then this Lease will determine immediately but without prejudice to the rights and remedies of either party against the other in respect of a prior breach of any provisions of this lease.

### 8. IMMIGRATION AND ASYLUM ACT 1999

- 8.1 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:

- 8.1.1 Part II of the Landlord and Tenant Act 1954;
- 8.1.2 Section 146 of the Law of Property Act 1925; and
- 8.1.3 Section 19 of the Landlord and Tenant Act 1927 and the Landlord and Tenant Act 1988.

## 9. NOTICES

- 9.1 Any notice or other communication given or made under this lease shall be in writing.
- 9.2 Any notice or other communication given or made under this lease to the Landlord shall be served upon the Authority as agent for the Landlord and shall be served in accordance with the provisions of [Clause 68] of the Contract.
- 9.3 Any notice or other communication given or made under this lease to the Tenant shall be served in accordance with the provisions of [Clause 68] of the Contract.

## 10. JURISDICTION

This lease is to be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

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

**SCHEDULE 1**

**(The Premises)**

The property known as Harmondsworth Immigration Removal Centre Colnbrook By-Pass Harmondsworth Hillingdon shown edged red on the Plan including the Service Media exclusively serving the Premises.

**SCHEDULE 2**

**(Rights Granted)**

- 1 A right to pass through the Retained Land in an emergency.
- 2 A right of support and shelter from the Retained Land for the Premises.
- 3 The right of way with or without vehicles at all times and for all purposes reasonably required for the use of the Premises in accordance with this lease over that part of the Roadway which lies between the Colnbrook By-Pass and the entrance to the Premises and over the area shown [cross-hatched black on Plan number 1] or over such other roads and footpaths at the Retained Land as the Landlord shall from time to time designate provided that the Premises shall at all times during the Term have a right of way over a road which gives access between the Premises and the Colnbrook By-Pass.
- 4 A right to use and connect into (but not so as to overload) all Service Media beneath the Roadway for the free passage to and from the Premises of such services as the Service Media are capable of conducting or accommodating for so long as such Service Media shall not be adopted and maintained at public expense.
- 5 A right (subject to obtaining the consent of all those affected) to enter the Retained Land at all reasonable times on giving reasonable notice so far as necessary for the purposes of inspecting cleaning maintaining and repairing any buildings or structures or Service Media on the Premises and (with the prior written approval of the Landlord) connecting to (but not so as to overload) renewing or increasing the capacity of the Service Media referred to in paragraph 2 of this Schedule or laying beneath the Roadway only new Service Media, the Tenant:
  - 5.1 doing as little damage and causing as little inconvenience as possible and making good to the satisfaction of the Landlord all damage occasioned by the exercise of this right; and
  - 5.2 employing contractors approved by the Landlord in writing;

PROVIDED THAT at all times in the exercise of its rights detailed in paragraphs 3 to 5 above the Tenant shall comply with the Landlord's and occupier's reasonable and proper security arrangements in place at the Retained Land.

6. Until the Termination Date, all rights required in order to perform the obligations and exercise the rights on the part of the Tenant contained in the Contract in accordance with the terms of the Contract (in common with the Landlord where appropriate.

7. A right to enter the Retained Land at all reasonable times on giving reasonable notice to the Landlord and the occupier of the Retained Land (the person exercising such right causing as little damage and inconvenience as possible and making good any damage caused to the Retained Land by the exercise of such right) for the following purposes:-
  - 7.1 to inspect maintain or repair the manhole shown for identification purposes only edged brown on Plan 1 and the manhole shown for identification purposes only coloured green on Plan 1 and to make connections to the Coln Valley Trunk Main Line Sewer marked on Plan 1 (but not so as to overload) for the purpose of foul water drainage; and
  - 7.2 to inspect maintain or repair the 11,000v HV Ring Main marked for identification purposes only on Plan 1 and to make connections to the 11,000v HV Ring Main (but not so as to overload).

**SCHEDULE 3**

**Part 1**

**(Rights reserved)**

- 1 The right to enter the Premises at all reasonable times on giving reasonable notice (the person exercising such right causing as little damage and inconvenience as possible and making good any damage caused to the Premises by the exercise of such right) for the following purposes:
  - 1.1 to inspect the state and condition of the Premises to determine whether the Tenant is complying with its obligations in this lease and to take any reasonable action to remedy any breach of such obligations;
  - 1.2 to erect and maintain scaffolding for demolishing constructing altering repairing or cleaning any buildings or other structures on the Retained Land notwithstanding any temporary restriction of the use and enjoyment of the Premises by the Tenant (but only insofar as such matters cannot be dealt with reasonably without entering the Premises and access to the Premises will not be prevented and the Tenant will not be prevented from complying with its obligations under the Contract); and/or
  - 1.3 to inspect maintain or repair any buildings structures or Service Media on the Retained Land and to make connections to (but not so as to overload) or renew or increase the capacity of any Service Media of laying (in positions approved in writing by the Tenant, such approval not to be unreasonably withheld or delayed) new Service Media within but which do not exclusively serve the Premises; and
  - 1.4 to lay, connect to, maintain and use for the free passage of storm water drainage to and from the Retained Land a drain in the approximate position shown for identification purposes only by two thick green lines on Plan 1.
- 2 The right to the free and uninterrupted passage and running of all services from and to all parts of the Retained Land through and along all Service Media from time to time within the Premises but which do not exclusively serve the Premises.
- 3 All rights of light or air now subsisting or which might (but for this exception) be acquired over any other land.
- 4 The right to build upon and to maintain repair replace and renew any buildings upon the Retained Land in such manner as the Landlord may think fit provided that reasonable means of access to the Premises remain available and the Tenant is not prevented from complying with its obligations under the Contract.



- 5 The right of support and shelter from the Premises for the Retained Land.
- 6 The right to pass through the Premises in an emergency.
- 7 The right freely to build on and use the Retained Premises in any way notwithstanding that such building or use results in any reduction in the flow of light air access to and/or amenities enjoyed by the Premises PROVIDED THAT reasonably acceptable alternative means of access and/or amenities are provided and the Tenant is not prevented from complying with its obligations under the Contract.
- 8 The right (acting reasonably) from time to time to change the location or arrangements for use by the Tenant or any of the Conduits so long as there remain available for the benefit of the Premises rights in relation to Conduits reasonably commensurate with those granted by this lease.
- 9 The right on foot only at all times for the purposes of exercising dogs to pass and repass across the Premises between the Retained Land and the Duke of Northumberland's River along such route as may be reasonably designated from time to time by the Tenant (and the Tenant shall designate a route at all times) and along the western boundary of the Premises adjacent to the Duke of Northumberland's River.

PROVIDED that at all times in the exercise of its rights detailed in paragraphs 1 to 9 above the Landlord shall comply with the Tenant's reasonable and proper security arrangements in place at the Premises.

- 10 The right of way with or without vehicles over the access road coloured brown on the Plan.
- 11 All rights required in order to perform the obligations and exercise the rights on the part of the Landlord and the Authority contained in the Contract in accordance with the terms of the Contract (in common with the Tenant where appropriate).

## **Part 2**

The entries in the Property Register and Charges Register of Title Number MX111247 so far as they relate to the Premises or the rights granted by this Lease.

**[SCHEDULE 4**

**(Obligations of the Guarantor)**

The Guarantor agrees with the Landlord as principal debtor that:

- 1 If the Tenant fails (where it is liable) to pay any Rents or fails to comply with any other obligations in this lease or any Authorised Guarantee Agreement then the Guarantor is to rectify the failure even though:
  - 1.1 the Landlord may have granted time or any other concession to the Tenant; or
  - 1.2 the Tenant may have ceased to exist; or
  - 1.3 any other thing occurs which would have released the Guarantor but for this provision.
- 2 If this lease is disclaimed or surrendered by a person having power to disclaim or if it is forfeited or if the Tenant ceases to exist the Guarantor is (if the Landlord requires by written notice within three months of the disclaimer, surrender or forfeiture or the Landlord having actual knowledge that the Tenant has ceased to exist) to take a lease of the Premises:
  - 2.1 for a term equal to the remainder of the Term;
  - 2.2 on the same terms as this lease;
  - 2.3 at a rent equal to the Yearly Rent payable under this lease at the date of disclaimer, surrender or forfeiture or the Tenant ceasing to exist;
  - 2.4 effective from the date of the disclaimer, surrender, forfeiture or the Tenant ceasing to exist; and
  - 2.5 at the cost of the Guarantor as regards preparation and execution including a counterpart.
- 3 If the Landlord does not require the Guarantor to take a lease of the Premises the Guarantor is to pay the Landlord on demand the amount of the Rents which would have been payable under this lease but for the disclaimer, surrender or forfeiture or the Tenant ceasing to exist until the date on which the Premises are re-let.
- 4 The Guarantor is not released from its liability by any variation of or addition to the terms of this lease.
- 5 Where the Guarantor is more than one person, any release of one does not release the others.
- 6 The Guarantor is to 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.]

## SCHEDULE 5

### (Authorised Guarantee Agreement)

[DATE]

#### PARTIES

- (1) **[NAME OF LANDLORD AT THE DATE OF THIS AGREEMENT]**  
of [ ]  
(the “Landlord”)
- (2) **Mitie Care and Custody Limited** whose registered office is at 1 Harlequin Office Park, Fieldfare, Emersons Green, Bristol, BS16 7FN, United Kingdom  
(the “Assignor”)

#### 1 DEFINITIONS

In this agreement (the “Agreement”) the following words and expressions have the meanings set opposite them:

- 1.1 Assignee *[NAME OF ASSIGNEE]* of [ ]
- 1.2 Lease The lease made on *[DATE OF LEASE]* between (1) the Secretary of State for Communities and Local Government and (2) [ ] [and (3) [ ]]
- 1.3 Premises The premises let by the Lease.

#### 2 INTERPRETATION

- 2.1 If any party is more than one person then their obligations are to be joint and individual.
- 2.2 A word or expression used in this Agreement is to have the same meaning as in the Lease unless the context requires otherwise.
- 2.3 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 when that assignment is completed.

#### 4 ASSIGNOR'S OBLIGATIONS

The Assignor agrees with the Landlord:

##### **Performance by Assignee and indemnity for Landlord**

- 4.1 that if the Assignee does not pay the rents due under the Lease the Assignor is to pay them to the Landlord on demand; and
- 4.2 that if the Assignee does not comply with any provision in the Lease the Assignor is to comply with it and is to indemnify the Landlord against all loss;

##### **Assignor is principal debtor**

- 4.3 that it is liable to the Landlord under this Agreement as principal debtor and its obligations remain fully effective even if:
- 4.3.1 the Landlord may have granted time or any other concession to the Assignee; or
  - 4.3.2 the Assignee may have ceased to exist; or
  - 4.3.3 any other thing occurs which would have released the Assignor but for this provision.

**New lease**

- 4.4 If the Lease is disclaimed the Assignor is (if the Landlord requires by written notice within three months of the disclaimer) to take a lease of the Premises from the Landlord:
- 4.4.1 for a term equal to the remainder of the term granted by the Lease;
  - 4.4.2 on the same terms as the Lease;
  - 4.4.3 at a rent equal to the Yearly Rent payable under the Lease at the date of disclaimer;
  - 4.4.4 effective from the date of disclaimer; and
  - 4.4.5 at the cost of the Assignor as regards preparation and execution including a counterpart.

**No new lease**

- 4.5 If the Landlord does not require the Assignor to take a lease of the Premises the Assignor is to pay the Landlord on demand the amount of the rents which would have been payable under the Lease but for the disclaimer until the earlier of:
- 4.5.1 the first anniversary of the date of the disclaimer; and
  - 4.5.2 the date on which the Premises are relet.

**5 END OF AGREEMENT**

- 5.1 This Agreement is to have no further effect from the earlier of:
- 5.1.1 the Assignee's release from the tenant's obligations in the Lease under section 5 of the Landlord and Tenant (Covenants) Act 1995; and
  - 5.1.2 the Landlord's release of the Assignor.

**6 SEVERANCE**

- 6.1 Any provision in this Agreement which is void under section 25 of the Landlord and Tenant (Covenants) Act 1995 is deemed to be severed from all remaining provisions and the remaining provisions are to be preserved.
- 6.2 Any part of a provision in this Agreement which extends the provision beyond the limitations set by section 25 of the Landlord and Tenant (Covenants) Act 1995 is deemed to be severed from the provision and the remainder of that provision is to be preserved.

**7 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