

DATED

LEASE

between

NOTTINGHAM CITY COUNCIL

and

[]

CONTENTS

CLAUSE

1. Interpretation..... 6

2. Grant..... 8

3. The Rights 9

4. The Reservations..... 9

5. Tenant covenants11

6. Landlord covenants.....11

7. Re-entry11

8. Destruction of Property11

9. Set-off12

10. Landlord's consent12

11. Joint and several liability.....12

12. Entire agreement.....12

13. Notices12

14. Contracts (Rights of Third Parties) Act 1999.....13

15. VAT13

16. Governing law13

17. Jurisdiction13

18. No Fetters14

SCHEDULES

Schedule 1 The Property (description) 15

Schedule 2 Tenant Covenants 16

Schedule 3 Landlord Covenants 25

Schedule 2

1. Rent.....16

2. Insurance.....16

3. Rebuild following damage or destruction.....17

4.	Interest on late payment.....	17
5.	Rates and taxes.....	17
6.	Utilities.....	18
7.	Common items.....	18
8.	Costs.....	18
9.	Alterations.....	19
10.	Assignment and underletting.....	19
11.	Repair and decoration.....	20
12.	Windows and landscaping.....	21
13.	Refuse.....	21
14.	Sewers and drains.....	21
15.	Compliance with laws and notices.....	21
16.	Encroachments, obstructions and acquisition of rights.....	22
17.	Notify defects.....	23
18.	Third Party Rights.....	23
19.	Remedy breaches.....	23
20.	Indemnity.....	23
21.	Returning the Property to the Landlord.....	24
22.	Use.....	24
	Schedule 3 Landlord Covenants	25
1.	Quiet enjoyment.....	25
2.	Insurance.....	25

LR1. Date of lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NT490800

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

NOTTINGHAM CITY COUNCIL of LOXLEY HOUSE, STATION STREET, NOTTINGHAM, NG2 3NG

Tenant

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER]

Other parties

[NAME]

[ADDRESS]

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.

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

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.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

£[PREMIUM PAYABLE IN FIGURES] [[plus VAT of £[AMOUNT OF VAT IN FIGURES]].

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

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 easements granted in clause 3.2 to this lease.

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

The easements reserved in clause 4. to this lease.

LR12. Estate rentcharge 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

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY.]]

This lease is dated [DATE]

Parties

- (1) **NOTTINGHAM CITY COUNCIL** of Loxley House, Station Street, Nottingham, NG2 3NG
(Landlord)
- (2) [[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS]] **(Tenant)**

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Base Rate: the base rate from time to time of Barclays Bank PLC.

Contractual Term: a term of 125 years beginning on, and including the date of this lease and ending on, and including [DATE].

Default Interest Rate: 4% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage and any other risks which the Tenant reasonably decides to insure against from time to time.

Lifts: all lifts and lift machinery and equipment within and forming part of the Property.

LTA 1954: the Landlord and Tenant Act 1954

Permitted Use: residential dwelling houses within Use Class C3(a) of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted and or houses in multiple occupation within Use Class C4 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Plan: the plan attached to this lease.

Premium: £[PREMIUM PAYABLE IN FIGURES] ([PREMIUM PAYABLE IN WORDS] pounds).

Property: the land and buildings described in **Schedule 1**.

Reinstatement Cost: the full cost of reinstatement of the Property as reasonably determined by the Tenant from time to time taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses

and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.

Rent: at the rate of one peppercorn (if demanded).

Rent Payment Date: 1st April in each year.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Rights: the rights granted by the Landlord to the Tenant in clause 3.

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and charges register of title number NT490800.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.5 Any obligation in this lease on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

- 1.10 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.12 A reference to **writing** or **written** excludes fax and e-mail.
- 1.13 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.15 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.16 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.17 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 References to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

2. Grant

- 2.1 Subject to the other provisions of this clause. The Landlord lets the Property with full title guarantee to the Tenant for the Permitted Use for the Contractual Term.
- 2.2 The grant is made together with the Rights set out in clause **3**, excepting and reserving to the Landlord, the Reservations set out in clause **4**, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:

- (a) the Rent;
- (b) all interest payable under this lease; and
- (c) all other sums due under this lease.

3. The Rights

- 3.1 Except as mentioned in clause 3.2 neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.2 The Landlord grants the Tenant the rights granted for the benefit of the Property in the freehold register of title to the Property under title number NT490800.
- 3.3 The Rights are granted insofar as the Landlord is able to grant them and in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.

4. The Reservations

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property [and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
 - (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the term;
 - (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
 - (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
 - (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
 - (f) the right to re-route any Service Media on the Landlord's Neighbouring Property and serving the Property or re-route any means of access to or egress from the Property across the Landlord's Neighbouring Property

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;
- (b) to inspect its condition and state of repair following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property;
- (c) to carry out any works needed to remedy the breach set out in any notice served under clause 4.2(b) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and
- (d) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property and the Landlord's Neighbouring Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property, which they shall make good to the reasonable satisfaction of the Tenant; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

6. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 of this lease.

7. Re-entry

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any Rent or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;
- (b) any breach of any condition of, or tenant covenant in, this lease.

7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

8. Destruction of Property

8.1 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:

- (a) the Tenant's obligation to reinstate the Property contained in paragraph 3. of Schedule 2 or otherwise shall no longer apply;
- (b) the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to clause 8.2; and
- (c) the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within twenty Working Days of the date of receipt of the proceeds of the insurance policy or within ten Working Days of the determination pursuant to clause 8.2, whichever is the later.

8.2 Any dispute arising regarding this clause 8. shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

9. Set-off

The Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than as required by law).

10. Landlord's consent

10.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

10.2 No consent given by the Landlord under this lease shall obviate the need to obtain any consent required from a third party or imply that any such consent has been given.

11. Joint and several liability

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

12. Entire agreement

12.1 This lease constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

12.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) other than those contained in any written replies that NOTTINGHAM CITY COUNCIL has given to any written enquiries raised by the [ORIGINAL TENANT] of this lease before the date of this lease that is not set out in this lease.

12.3 Nothing in this clause shall limit or exclude any liability for fraud.

13. Notices

13.1 A notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause a fax or an e-mail is not in writing;
- (b) given to the Landlord by sending it by prepaid first-class post or other next working day delivery service to Loxley House, Station Street, Nottingham, NG2 3NG (or such other address as the Landlord notifies to the Tenant in writing)
- (c) given to the Tenant by:

- (i) leaving it at the Property; or
- (ii) sending it by prepaid first-class post or other next working day delivery service at the Property.

13.2 If a notice is given in accordance with clause 13.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by prepaid first-class post or other next working day delivery service, on the second working day after posting.

13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

14. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15. VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

16. Governing law

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17. Jurisdiction

Save for any dispute arising under clause 8, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

18. No Fetters

The Landlord enters into this lease solely in its capacity as Landowner and not in any other capacity. Nothing in this lease shall restrict or fetter the Landlords powers or rights as a Local Authority, Local Planning Authority or statutory body to perform any of its statutory functions

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

Schedule 1 The Property

1. The land and buildings known as Radford Unity Complex, Lenton Boulevard, Lenton, Nottingham shown edged red on the Plan including:
 - (a) all Service Media within and exclusively serving the Property;
 - (b) all Landlord's fixtures and fittings in the Property (if any); and
 - (c) Lifts; and
 - (d) all additions and improvements to the Property whenever made.

Schedule 2 Tenant Covenants

1. Rent

- 1.1 To pay the Rent (if demanded) to the Landlord in advance by one instalment on or before the Rent Payment Date.
- 1.2 The first instalment of the Rent (if demanded) shall be paid on the date of this lease.

2. Insurance

- 2.1 To effect and maintain insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the full Reinstatement Cost subject to:
 - (a) any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and
 - (b) insurance being available on reasonable terms in the London insurance market.
- 2.2 In relation to any insurance effected by the Tenant under this paragraph:
 - (a) at the request of the Landlord, to supply the Landlord with:
 - (i) a copy of the current insurance policy and schedule;
 - (ii) a copy of the application form for the policy; and
 - (iii) a copy of the receipt for the current year's premium.
 - (b) to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;
 - (c) if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.
- 2.3 To inform the Landlord and inform the insurer of the property immediately that it becomes aware of:
 - (a) any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;
 - (b) any damage or loss that relates to the Property; and

- (c) any other event occurs which might affect any insurance policy relating to the Property.

3. Rebuild following damage or destruction

If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

- (a) promptly notify the Landlord and make a claim under the insurance policy for the Property;
- (b) notify the Landlord immediately if the insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy;
- (c) use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies;
- (d) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Property;
- (e) subject to obtaining such consents, reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that:
 - (i) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.
 - (ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

4. Interest on late payment

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent or other payment due under this lease and not paid within 14 days following the date it is due. Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

5. Rates and taxes

5.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

- (b) any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

5.2 Subject to the same qualifications mentioned in paragraph 5.1(a) and paragraph 5.1(b), to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land.

6. Utilities

6.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

6.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

7. Common items

7.1 To pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

7.2 To comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

8. Costs

To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the Landlord (both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) preparing and serving any notice under clause 4.2(b); or
- (d) any consent applied for under this lease, whether or not it is granted (except to the extent that the consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

9. Alterations

Except as provided in paragraph 3 of Schedule 2:

- 9.1 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.2 Not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.3 Not to install, alter the route of, damage or remove any Service Media at the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

10. Assignment and underletting

- 10.1 Not to assign or charge part only of this lease.
- 10.2 Not to assign the whole of this lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 10.3 The Landlord and the Tenant agree that the Landlord may give its consent to an assignment subject to any reasonable condition.
- 10.4 Not to underlet the whole of the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 10.5 The Tenant shall not underlet part of the Property except in accordance with this clause 10.5. The Tenant shall not underlet the Property:
 - (a) together with any property or any right over property that is not included within this lease;
 - (b) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting;
 - (c) except by deed and including:
 - (i) nominal ground rents not exceeding £10.00 per annum (at the date of this lease but with such nominal ground rents being capable of being increased annually in accordance with increases in the all items index of the retail prices

index or if such index is no longer in use such other index as replaces the same);

- (ii) a covenant by the undertenant to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except [the covenants to pay the rents reserved by this lease] *[NB: this may need amendment if required by an institutional lender]*.

- 10.6 Not to charge the whole of this lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 10.7 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the Landlord and Tenant Act 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.
- 10.8 Except as expressly permitted by this lease, the Tenant shall not assign, underlet the whole, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).
- 10.9 In this clause a **Transaction** is any assignment, underletting, charge, parting with possession of or any other devolution of title to this lease or the Property.
- 10.10 No later than one month after a Transaction the Tenant shall:
 - (a) give the Landlord's solicitors notice of the Transaction; and
 - (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
 - (c) pay the Landlord's solicitors a reasonable registration fee of not less than £50 (plus VAT).
- 10.11 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

11. Repair and decoration

- 11.1 To keep the Property in good repair and condition throughout the term and, when necessary, renew and rebuild the Property.
- 11.2 To ensure that any Service Media and Lifts within and exclusively serving the Property are kept in good working order.

11.3 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the term.

11.4 As often as is reasonably necessary and at least every seven years and in the last year of the term (howsoever determined), to decorate or treat as appropriate all parts of the exterior of the Property that are usually decorated, cleaned, painted or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the term to use materials, designs and colours approved by the Landlord provided that the Tenant will not be required to perform these obligations in the last year of the term if it has done so in the preceding 12 months.

12. Windows and landscaping

12.1 To clean the windows of the Property as often as is reasonably necessary.

12.2 To maintain any landscaped and grassed areas of the Property and keep them in a neat and tidy condition and deal with any trees on the Property in accordance with the principles of good arboriculture.

13. Refuse

13.1 Not to keep or deposit any rubbish at the Property except suitably wrapped and sealed and placed in a dustbin on the Property.

13.2 To ensure that any rubbish is regularly collected from the Property by the local authority or any other waste collecting organisation.

14. Sewers and drains

Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

15. Compliance with laws and notices

15.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

- 15.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 15.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 15.4 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 15.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 15.6 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 15.7 To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.

16. Encroachments, obstructions and acquisition of rights

- 16.1 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and
 - (b) do such acts and things as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 16.2 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 16.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

- 16.4 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and
 - (b) do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

17. Notify defects

To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

18. Third Party Rights

- 18.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 18.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

19. Remedy breaches

- 19.1 If the Landlord has given the Tenant notice under clause 4.2(b), of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.
- 19.2 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to clause 4.2(c) (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

20. Indemnity

To indemnify the Landlord against all liabilities, expenses, costs, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any of the Tenant covenants of this lease; or

- (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

21. Returning the Property to the Landlord

At the end of the term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant covenants of this lease.

22. Use

- 22.1 Not to use the Property for any purpose other than for the Permitted Use.
- 22.2 Not to hold any political meeting or sale by auction at the Property or use the Property for any religious or charitable purpose.
- 22.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.
- 22.4 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.
- 22.5 Not to overload any structural part of the Property nor any Service Media, machinery or equipment at or serving the Property.
- 22.6 The Tenant shall within 14 days of receiving a written request from the Landlord, inform the Landlord in writing of the specific current use or uses to which the Property is put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put. The Landlord may request this information as often as is reasonable.

Schedule 3 Landlord Covenants

1. Quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

2. Insurance

- 2.1 To immediately inform the Tenant and immediately inform the insurer of the Property of any matter that occurs in relation to the Landlord that any insurer or underwriter may treat as material in deciding whether, or on what terms, to insure or continue insuring the Property and if the Tenant reasonably so requests, to give the Tenant notice of that matter or such other confirmation as the Tenant reasonably requires.
- 2.2 Not to insure the Property against any of the Insured Risks in such a manner as would permit the Tenant's insurer to cancel the Tenant's insurance or to reduce the amount of any money payable in respect of any insurance claim.
- 2.3 Not to knowingly do or omit to do anything as a result of which any policy of insurance of the Property may become void or voidable or otherwise prejudiced or which may cause an increased premium to be payable in respect of it (unless the Landlord has previously notified the Tenant and has paid any increased premium).

This Deed is given under the
Common Seal of Nottingham
City Council

.....
Authorised Signatory
Director of Legal and
Governance / Head of Legal and
Governance

[Attestation clause for the Tenant to be added]