

DATED _____ 20 .

NETWORK RAIL INFRASTRUCTURE LIMITED

- to -

BEXHILL-ON-SEA TOWN COUNCIL

L E A S E

- of -

property at

For the term of 10 years
Beginning
Ending
Rent A peppercorn per annum
(Subject to review)

MANAGEMENT LEASE

REV

EX8

LR1. Date of Lease	
LR2. Title number(s)	LR2.1 Landlord's title number LR2.2 Other title number
LR3. Parties to this lease	Landlord Tenant Other parties
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purpose of registration, this clause shall prevail.
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. LR5.2 This lease is made under, or by reference to provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996

LR6. Term for which the Property is leased	From and including To and From including
LR7. Premium	
LR8. Prohibitions or restrictions on disposing of this lease	This lease does not contain a provision that prohibits or restricts dispositions. OR This lease contains a provision that prohibits or restricts dispositions
LR 9. Rights of acquisition etc.	LR9.1 Tenants contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land LR9.2 Tenant's covenant to (or offer to) surrender this lease LR9.3 Landlord's contractual rights to acquire this lease
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

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	Not applicable

THIS LEASE is made between the Landlord and the Tenant on the date below.

1. PARTICULARS

- 1.1 **Date:**
- 1.2 **Landlord:** **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company Number 2904587) whose registered office is at 1 Eversholt Street, London NW1 2DN
- 1.3 **Tenant:** **[Bexhill-On-Sea Town Council]** of
- 1.4 **Property:** the land [and buildings] at [], having an area of approximately [] square metres, as shown [verged blue] on the attached plan number []. [This includes any boundary structures between the points marked [] on the plan. [TBC ONCE PLAN RECEIVED]
- 1.5 **Yearly Rent:** the annual sum of a peppercorn.
- 1.6 **Rent Start Date:** the date upon and from which the Yearly Rent begins to be payable, namely [].
- 1.7 **Rent Review Date(s):** None
- 1.8 **Term:** the term of ten (10) years, beginning on the Start Date, and ending on .
- 1.9 **Start Date:** the date upon which the Term begins, namely
- 1.10 **Permitted Use:** Use as public convenience toilets only under sui generis class Town and Country Planning (Use Classes) Order 1987 .
- 1.11 **Landlord's Surveyor:** such person as the Landlord may appoint in this capacity and whose name and address are notified to the Tenant from time to time for this purpose.
- 1.12 **New Works:** [description]
- 1.13 **New Works Finishing Date:** [the date which is [] months from, and including, the [date of this Lease] [Start Date].

[TBC]

- 1.14 **Ending this Lease. These clauses only apply if so indicated:**
- 1.14.1 clause 7.7.1 (Ending Lease for purposes of undertaking)
YES
- 1.14.2 clause 7.7.2 (Ending Lease for redevelopment)
YES
- 1.14.3 clause 7.7.3 (Ending Lease for urgent repairs)
YES
- 1.14.4 clause 7.7.4 (Ending Lease after damage)
YES
- 1.15 **Right of Way:** N/A.
- 1.16 **Contracting out:** this Lease is not contracted out of security of tenure under the Landlord and Tenant Act 1954
- 1.17 **The Station:** the Landlord's adjoining station known as Bexhill station.
- 1.18 **The Station-related Rights:** these apply to this Lease and are defined in clause 2.2.6.
- 1.19 **Lease Costs:** None
- 1.20 **Hours of Operation:** Monday to Friday 06:10 to 19:35
Saturdays 06:10 to 19:35
Sundays 08:10 to 15:45
- 1.21 **Tenant's Insurance Sum:** Ten million pounds (£10,000,000)
- 1.22 **Utilities: :** means any foul and surface water drainage, air, water, gas, steam, electricity, communication and other similar services and supplies to the Property.

2. **THE MEANING AND USE OF WORDS IN THIS LEASE**

- 2.1 The terms defined in the Particulars have the meanings specified there

subject to any further explanation set out in this clause.

2.2 In this Lease the following words and expressions shall, where the context so admits, have the following meanings.

2.2.1 “**Basic Interest Rate**” means the base lending rate from time to time of HSBC Bank plc. But if the base lending rate of HSBC Bank plc shall at any time cease to exist or be ascertainable, then the Landlord may substitute for it the base lending rate of such one of the London Clearing Banks as the Landlord shall prescribe in writing, or (if this shall be impracticable) such other rate or rates as the Landlord shall prescribe in writing as reasonably equivalent.

2.2.2 “**Conduits**” means pipes, sewers, drains, ducts, conduits, downpipes, gutters, wires, cables, channels, watercourses, flues, interceptors, high pressure air systems, trunking and other conducting media and ancillary apparatus and includes any part of them.

2.2.3 “**Fire Safety Regulations**” means the Regulatory Reform (Fire Safety) Order 2005

2.2.4 “**Rent Notice**” means a notice in writing providing for the increase of the Yearly Rent from the relevant Rent Review Date to an amount specified in the notice.

2.2.5 “**Services**” means the supply and, as necessary, disposal of water, surface water, sewage, drainage, soil, gas, electricity, telecommunications, and other services or supplies.

2.2.6 “**Station-related Rights**” means:

2.2.6.1 a right of way to and from the Station over the Property for all purposes in connection with the use and enjoyment of the Station along such (if any) roadways, vehicular access areas or footpaths or other pedestrian areas which provide access to the Station;

2.2.6.2 a right of exit from and entry to the Station in cases of emergency over such route as is required by the emergency and available for that purpose;

2.2.6.3 the right to maintain at the Property any existing directional signs and notices;

2.2.6.4 the right to erect new directional signs and notices relating to the operation of and use of the Station with the consent of the Tenant (such consent not to be unreasonably withheld or delayed).

2.3 This Lease is to be interpreted as follows.

- 2.3.1 “**Landlord**” includes the person who at any time has the right to receive rent under this Lease.
- 2.3.2 “**Tenant**” includes successors in title.
- 2.3.3 “**Property**” includes all additions, improvements, fixtures, Conduits and other works now or later at the Property, any boundary structures mentioned in the Particulars, and any further boundary structures belonging to the Property or now or later erected by the Tenant on the Property.
- 2.3.4 References to the “**last year of the Term**” are references to the actual last year, whenever and howsoever it comes to an end, and references to “**the end of the Term**” are to be interpreted similarly.
- 2.3.5 References to a “**person**” include companies.
- 2.3.6 Words which refer to males also refer to females, and to companies.
- 2.3.7 Where the Tenant is more than one person, their obligations can be enforced against all of them jointly and against each individually.
- 2.3.8 Where an Act of Parliament, or a section of it, is referred to, this includes any amendment to that Act or section, and the version of an Act which is current at any particular time will apply. This applies also to anything made under an Act of Parliament.
- 2.3.9 References to value added tax in this Lease shall include any tax of a similar nature that may be substituted for or added to it.
- 2.3.10 The Tenant’s obligations under this Lease shall be treated as including a requirement that the Tenant is also to procure that the Tenant’s employees and agents and any other persons upon the Property do not do anything and do not omit to do anything which, if done or omitted by the Tenant, would constitute a breach of those obligations.
- 2.3.11 This document gives no rights under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act.

3. **GRANT OF LEASE**

In consideration of the following sums by way of rent reserved and the Tenant’s covenants contained in this Lease, the Landlord lets the Property to the Tenant for the Term (subject to all rights affecting the Property):

- 3.1 the Yearly Rent with the benefit of the Right of Way. This is payable on and from the Rent Start Date in advance by equal quarterly payments on every 25 March, 24 June, 29 September and 25 December
- 3.2 The Service Charge referred to and as provided in clause 6.9

- 3.3 The cost of insurance referred to and as provided in the First Schedule, payable at the times in the manner and otherwise in accordance with that Schedule.
- 3.4 any value added tax payable on any sums by the Tenant without any deduction or set-off, the first payment of such Yearly Rent (being a quarterly payment or a proportionate part, as the case may be) to be made at the date of this Lease.

4. **MATTERS AFFECTING LEASE GRANT**

The grant of this Lease is on the following basis.

- 4.1 It excludes mines and minerals in and under the Property and any right of support from mines and minerals.
- 4.2 It is subject to the exception and reservation of the following rights to the Landlord and all persons claiming under or permitted by it or any other person for the time being entitled.
 - 4.2.1 The right to the passage of Services to and from any other building or land, including the Station, in and through any existing Conduits in, over or under the Property and any new Conduits and connections mentioned below during any period that they are not adopted public Conduits.
 - 4.2.2 The right to lay, fix or construct new Conduits in, over or under the Property, or to attach them to any part of the Property, and to connect to these or any other Conduits there.
 - 4.2.3 The right to repair, maintain, renew and inspect any Conduits (including such new Conduits and connections).
 - 4.2.4 The right to carry out (whether on or from the Property) any works which may in the opinion of the Landlord (whose decision shall be final and conclusive) be necessary for the proper operation of the Landlord's undertaking, or to do anything which may be required to preserve or protect life or property.
 - 4.2.5 The right at any time to stop up or otherwise affect any rights of way or other rights or privileges (whether now in existence or not) which the Tenant may at any time during the Term be using or enjoying, over any neighbouring land as though belonging to the Property. But this does not apply to any use or enjoyment by virtue of the express provisions of this Lease or of any separate grant or licence in writing from the Landlord.
 - 4.2.6 The right from time to time to use its neighbouring land in such manner as it may think fit, and to build or carry out works upon such

land, notwithstanding that the access of light and air to the Property may be affected by this.

- 4.2.7 A right of support from the Property for the Landlord's retained land and works.
- 4.2.8 The right to have, use, maintain and change the display of any advertisement panel now at the Property and to retain the revenue from this.
- 4.2.9 Where the Particulars of this Lease state that these apply, the Station-related Rights.
- 4.2.10 The right at all reasonable times, or in case of emergency at any time, to enter on the Property with or without vehicles, plant and machinery, for the purpose of inspecting, maintaining, repairing, demolishing or renewing any neighbouring property of the Landlord and of exercising the rights relating to inspection or works mentioned above. But in so entering, as little damage and disturbance shall be caused to the Tenant as is reasonably practicable, and any physical damage caused will be made good.
- 4.2.10 The right to carry out (whether on or from the Property) any invasive or non-invasive structural, environmental or other tests, surveys or investigations in, on, under or over the Property or adjacent to the Property properly and reasonably required by the Landlord, including any permitted under clause 6.32.
- 4.2.11 The right at all reasonable times, or in the case of emergency at any time to enter on the Property with or without vehicles, plant and machinery, for the purpose of inspecting, maintaining, repairing, demolishing or renewing any neighbouring property and of exercising the rights relating to works, surveys, test and inspections mentioned above, but in so entering, as little damage and disturbance shall be caused to the Tenant as is reasonably practicable, and any physical damage caused with be made good.
- 4.2.11 The right at all reasonable times or in the case of emergency at any time to enter on the Property with or without vehicles, plant and machinery, for the purpose of inspecting, maintaining, repairing, demolishing or renewing any neighbouring property and of exercising the rights relating to works, surveys, test and inspections mentioned above, but in so entering, as little damage and disturbance shall be caused to the Tenant as is reasonably practicable, and any physical damage

caused with be made good.

4.3 Where the Particulars of this Lease identify a Right of Way, this Lease is made with the benefit of that right (in common with the Landlord and all persons claiming under or permitted by it, or any other person for the time being entitled) for all purposes necessary for the enjoyment of the Property. If the Particulars also identify the Station, then this right shall be exercised in compliance with any reasonable requirement of the Landlord or the Station operator in relation to safety or security and giving due consideration to any representations of the Landlord, the Station operator or Station access beneficiaries regarding the effect of the exercise of such rights on the operation and use of the Station.

5. **THE TENANT'S INSURANCE OBLIGATIONS**

The Tenant shall insure and keep insured against, at the Tenant's own expense, public and other third party liability risks in connection with the Property (including liability of both the Landlord and Tenant under the Defective Premises Act 1972 and/or Occupiers Liability Acts 1957 to 1984 and including a cross liabilities and/or waiver of subrogation clause as between the Landlord and the Tenant so that the Insurers do not pay out to either and then seek to recover from the other) in a sufficient sum (being not less than the Tenant's Insurance Sum for each and every claim or such higher amount as the Landlord may reasonably require from time to time having regard to the nature of the Tenant's business at the Property. The insurance is to be with insurers approved by the Landlord in the joint names of the Landlord and the Tenant and shall provide against death, injury, accident or loss or damage to person or property or loss of use of property (howsoever caused) occurring:

- 5.1. in the Property and any other area over which the Tenant has exclusive use;
- 5.2. in the remainder of the Station to the extent only that they arise out of an act or default of the Tenant or of its employees, customers, agents or others for whom the Tenant is vicariously responsible; and
- 5.3. as a result of any product or service purchased or otherwise supplied from the Property.
- 5.4. The Tenant, if so required, shall produce to the Landlord or its agents the insurance policy or policies and the receipt for the current year's premium.
- 5.5. If the Tenant shall at any time fail to insure or pay the premium on the policy in accordance with this covenant, the Landlord may so insure and pay the premiums, which (with all incidental expenses) shall be repaid by the Tenant

to the Landlord within seven (7) days of demand with interest under clause 6 as though this was a debt due to the Landlord from the date of payment by the Landlord.

- 5.6. If the Tenant shall become entitled to any insurance money in respect of such third party liability, then the Tenant shall apply this to the liability in relation to which it shall have been received and in respect of any indemnity for such risks given by the Tenant to the Landlord under this Lease shall repay to the Landlord all sums expended or incurred by it in connection with these risks. If the amount of the insurance money shall be insufficient the Tenant shall make up the shortfall from its own funds.
- 5.7. The Tenant shall observe and perform the conditions of any insurance policy relating to the Station and the requirements and reasonable recommendations of the Insurers and shall not (without the previous consent in writing of the Landlord and the sanction of the Insurers, such sanction to be produced to the Landlord) do anything on the Property which would or would be likely to increase the risks to be insured against.
- 5.8. If the Tenant shall become entitled to the benefit of any insurance proceeds in respect of the Property (arising out of a policy which is not effected or maintained in pursuance of any obligation contained in this Lease), it shall apply such proceeds in making good the loss or damage to which those proceeds relate.
- 5.9. The Tenant shall give written notice to the Landlord of the full reinstatement cost of any fixtures and fittings installed at the Property at any time by the Tenant and which become Landlord's Fixtures and Fittings.
- 5.10. The Tenant acknowledges that any fixtures, fittings and/or other items installed by the Tenant or its successors or predecessors in title in the Property, as well as any shop front and fascia at the Property (including all glass within them, whether or not plate glass) regardless of whether it was the Landlord, the Tenant or anyone else who installed them, shall remain the responsibility of the Tenant, which the Tenant shall insure against loss or damage for such sum as the Tenant reasonably considers appropriate to cover their full cost of reinstatement (assuming total loss), and the Landlord shall not be under any obligation to maintain or insure such items and, following loss or damage to any of such fixtures, fittings and/or other items, the Landlord shall not be required to reinstate any such items.

6. **THE TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows.

6.1 **To pay rent**

The Tenant is to pay to the Landlord the Yearly Rent, including all increases, at the times and in the manner provided in this Lease.

6.2 **Interest on late payment**

If the Yearly Rent or any part of it is not paid when due or if any other sum payable under this Lease or any part of it remains unpaid for ten days after the date of demand, the Tenant shall (subject as follows) pay to the Landlord interest on the amount outstanding. This is without prejudice to any of the Landlord's rights then subsisting. Such interest is to be calculated on a daily basis at the rate of four per cent above the Basic Interest Rate on the amount outstanding from the date on which it became payable until the actual date of payment to the Landlord (whether or not this is before or after judgment in any proceedings for recovery of outstanding sums). The interest is to be compounded on the usual quarter days and paid without any deduction or set-off, except as required by statute.

6.3 **Payment of rent and interest on rent review**

If the amount of any increase in the Yearly Rent upon review has not been agreed or ascertained before the relevant Rent Review Date, then the Tenant is to pay interest at the Basic Interest Rate on the arrears of such increase, once that increase has been agreed or ascertained. Such interest shall run from and include the Rent Review Date while the arrears are unpaid, until ten days after the arrears are demanded by the Landlord (or earlier payment by the Tenant). But if the Tenant pays afterwards, then interest subsequently runs at four per cent above Basic Interest Rate until actual payment. For the purposes of interest calculation, the increase shall be taken as having fallen due in equal quarterly payments at the times which would have applied if the amount of such increase had been known before the relevant Rent Review Date. Interest is to be compounded on the usual quarter days and paid without any deduction or set-off, except as required by statute.

6.4 **To pay outgoings**

6.4.1 The Tenant is to pay or repay to the Landlord all rates (including but not limited to business rates), taxes, charges, duties, impositions, assessments and outgoings whatsoever, now or later imposed, charged or assessed upon or payable in respect of the Property or the owner or occupier of the Property. This applies irrespective of whether these are chargeable upon landlord or tenant, whether or not they are of a capital or non-recurring nature, and applies to new kinds of these. Where any of them are not separately imposed, charged, assessed or payable, the Tenant's obligation applies to such proportionate parts of such matters as shall be certified by the Landlord's Surveyor to be applicable to the Property. But:

6.4.1.1 any payment made in lieu of rates under the Local Government Finance Act 1988 in respect of the Property shall be treated as a payment of rates; and

6.4.1.2 this covenant shall not apply to any tax payable by the Landlord as a direct result of a disposal or similar dealing with its reversionary interest in the Property.

6.4.3 To pay the suppliers for, and indemnify the Landlord against, all charges for any Utilities and to pay all equipment rents, connection charges, standing charges and (save as provided in clause 6.4.4) charges for meters

6.4.4 To pay for any connection of the Property to any service media serving the Station, whether or not the Tenant carries out such connection, but the Tenant may only do so through the use of the Landlord's approved contractors.

6.4.5 To maintain suitable meters at the Property for measuring the supply to the Property of Utilities, save to the extent that the Landlord (at its option) supplies such meters, in which case the Tenant shall pay to the Landlord within seven (7) days of demand a reasonable rental for their use as specified by the Landlord

6.4.6 Where any Utility is obtained by the Tenant from the Landlord, to pay to the Landlord within seven (7) days of demand such amounts in consideration for its supply as the Landlord may specify (but at a rate which will not exceed the maximum resale rate specified by the relevant supply authority or, if none is specified, the rate prevailing for each such Utility in the locality in which the Property is situate, but so that, if the Landlord is legally obliged to charge a higher rate, then it may charge such higher rate), together with a reasonable charge for the Landlord's administrative and other overheads in supplying a Utility.

6.5 **Contribution to common facilities**

The Tenant is to pay a fair share (according to user) of the cost of repairing, cleansing, lighting, clearing and renewing all fences, walls, ways, Conduits, works and facilities used by the Tenant in common with the Landlord or the owners or occupiers of any other property or otherwise shared by the Property. But where these form part of the Property, the Tenant is wholly responsible for carrying out all those works to them which this Lease requires.

6.6 **Planning permissions**

Before making any application for planning permission in respect of the Property, the Tenant is to inform the Landlord in writing of the Tenant's

intention to do so, and upon obtaining such planning permission is to produce immediately to the Landlord for noting the document granting it.

6.7 **Local authority notices**

6.7.1 Forthwith upon the receipt of any notice or order or any proposal for these from a local authority, governmental or similar body relating to the Property or the neighbourhood or the use or occupation of the Property, the Tenant is to give full particulars of it to the Landlord.

6.7.2 If required, the Tenant is to produce such notice, order or proposal to the Landlord.

6.7.3 The Tenant is at the Tenant's own cost at the request of the Landlord to make or join with the Landlord in making any objection or representation against or in respect of any such notice, order or proposal as the Landlord shall consider expedient.

6.8 **Alterations**

No alterations or additions shall be made to the Property without the consent in writing of the Landlord (such consent not to be unreasonably withheld, the proper officer of the Landlord for this purpose being currently the Landlord's Surveyor), and otherwise than in accordance with the following requirements.

6.8.1 They shall be carried out in accordance with plans and specifications previously submitted to and approved by the Landlord and the Landlord's ASPRO (Asset Protection) team.

6.8.2 Any non-structural alterations shall be subject to entering into a Basic Asset Protection Agreement (BAPA) with the Landlord's ASPRO team.

6.8.3 They shall be carried out under the superintendence of the Landlord's Surveyor (if so required) and to his satisfaction in all respects and to the satisfaction of any local authority, governmental or similar body having jurisdiction.

6.9 **Services**

The Tenant is to make all necessary arrangements with the relevant supply authorities for the installation and maintenance of all Services passing from and to the Property and so that:

6.9.1 all related costs and expenses shall be borne by the Tenant;

6.9.2 no work shall be carried out otherwise than subject to the same requirements as in relation to alterations to the Property;

6.9.3 all drainage shall be directed away from the Landlord's property; and

6.9.4 the Tenant is to keep all Conduits now or later serving the Property in good and substantial repair and condition and clear of obstruction to the satisfaction of the Landlord.

6.10 **Use**

No part of the Property shall be used otherwise than as and for the Permitted Use.

6.11 **Statutory requirements**

6.11.1 Without expense to the Landlord, the Tenant is to comply with and ensure compliance with any requirements which may be properly made under any present or future Act of Parliament or the bye-laws and regulations of any local authority, governmental or similar body in relation to the Property or any works, activities or alterations on the Property (whether required of the Landlord, the Tenant or any other person). The Tenant shall at all times keep the Landlord indemnified in respect of all related costs, claims, liability and expenses.

6.11.2 Without prejudice to the generality of this, the Tenant is to comply in all respects with the provisions of the CDM Regulations whenever they shall apply to any works carried out on or in relation to the Property other than by the Landlord.

6.11.3 The Tenant acknowledges and declares that the Landlord will not be acting as a client in respect of any such works for the purpose of the CDM Regulations.

6.11.4 The Tenant shall procure that the Health and Safety Executive will be notified of such works in accordance with the CDM Regulations, giving such particulars as are required to be given by the CDM Regulations.

6.11.5 The Tenant is to supply to the Landlord a copy of such notification and receipt from the Health and Safety Executive of the notification.

6.11.6 The Tenant is to maintain the Health and Safety File in relation to such works, and update it as necessary, whenever any such further works are carried out, and in any event, immediately upon being required to do so by the Landlord from time to time.

6.11.7 At the Tenant's own cost, the Tenant is to make available the Health and Safety File in relation to such works for inspection from time to time by the Landlord and those authorised by the Landlord, and is to supply to the Landlord on request a copy of the Health and Safety File.

6.11.8 At the end of the Term, the Tenant shall deliver to the Landlord all Health and Safety Files relating to the Property which are or which ought to be held by the Tenant and is to deliver them to any assignee of the Property on completion of an assignment.

6.11.9 References above to the CDM Regulations are to the Construction

(Design and Management) Regulations 2007, and references to the Health and Safety File are to any such file required to be prepared pursuant to the CDM Regulations.

6.12 **Repair**

The Tenant is to put and keep the Property and every part of it in good and substantial repair and condition to the satisfaction of the Landlord.

6.13 **Decoration**

6.13.1 The Tenant is to paint in every third year of the Term, and also in the last year of the Term, in a good and workmanlike manner with at least two coats of good quality paint, and otherwise treat in accordance with good modern decorative practice from time to time prevailing, all such parts of the outside of the Property as have been or are usually painted or require such treatment.

6.13.2 In every fifth year of the Term and also in the last year of the Term, the Tenant is in similar manner to paint with at least two coats of good quality paint, and wash, paper, colour and otherwise treat in accordance with good modern decorative practice from time to time prevailing, all the inside parts of the Property which have been or are usually so dealt with or require such treatment.

6.14 **Yielding up**

6.14.1 At the end of the Term, the Tenant is quietly and peaceably to deliver up the Property, leaving it vacant and in the state and condition which this Lease requires, to the Landlord's satisfaction. The Tenant is first (if required by the Landlord so to do) to remove any buildings or works in respect of which permission under the Town and Country Planning Act 1990 and/or the Planning (Listed Buildings and Conservation Areas) Act 1990 may have been granted for a limited period only, and is to make made good to the Landlord's satisfaction all damage occasioned to the Property by or in such removal.

6.14.2 If, after the Tenant has vacated the Property at the end of the Term, any of the Tenant's property remains there, then the Landlord may, as agent of the Tenant, sell that property. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party in the mistaken belief held in good faith - which is to be presumed unless the contrary is proved - that property there belonged to the Tenant. If, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may keep the sale proceeds unless the Tenant claims them within six months of the date upon which he vacated the Property. The Tenant

is to indemnify the Landlord against any sale costs, any damage occasioned to the Property and any losses caused by or related to the property left by the Tenant.

6.15 **Outstanding repairs**

The Tenant is to permit the Landlord or its agents at all reasonable times to enter on the Property for the purpose of viewing and seeing its condition and is forthwith (so far as the Tenant is liable) to execute all repairs and works required to be done by written notice given by the Landlord. But if such notice is not complied with within one month, the Landlord may elect to carry out the work referred to in the notice, and the costs of and in connection with this shall, without prejudice to any other right or remedy of the Landlord, be repaid by the Tenant to the Landlord on demand.

6.16 **Defective Premises Act 1972**

The Tenant is to give to the Landlord immediate written notice of any defects or need of repair or renewal in the Property for which the Landlord may be or become liable under the Defective Premises Act 1972.

6.17 **Insurance**

6.17.1 The Tenant is forthwith to insure and afterwards keep insured at the Tenant's own expense the Property from loss or damage by fire, explosion, lightning, riot or civil commotion, malicious damage, vehicle impact, flood, storm and tempest, aircraft (other than hostile aircraft) and things dropped from such aircraft and such other insurable risks as the Tenant or the Landlord may from time to time reasonably require.

6.17.2 Such insurance is to be with insurers approved by the Landlord in the joint names of the Landlord and the Tenant for not less than the full replacement cost (including any value added tax or other taxes payable and reasonable provision for escalation of cost between the commencement or renewal date of insurance cover and the date of rebuilding and reinstating the Property and including also professional fees, cost of site clearance and two years' loss of rent).

6.17.3 Such insurance shall also include cover for any plant in the Property comprising lifts, boilers and heating apparatus with all ancillary equipment against the risks of breakdown, accidental damage, explosion or collapse as may be appropriate to the class of plant and cover for public liability risks of the Landlord and the Tenant of the Property, including (but not limited to) liability under the Defective Premises Act 1972, and such other insurable risks as the Tenant or the Landlord may from time to time reasonably require. The cover is

to be in a sufficient sum, not less than such as the Landlord may reasonably require.

- 6.17.4 Such insurance shall also include a cross liabilities clause as between the Landlord and the Tenant (so that the insurers do not pay out to either the Landlord or the Tenant and then seek to recover from the other).
- 6.17.5 The Tenant is to make available for inspection the policy and receipts for the current premium and/or provide copies and/or provide a certificate by the insurers or the Tenant's brokers as to the extent and nature of cover.
- 6.17.6 If the Tenant shall at any time fail to insure or pay the insurance premiums in accordance with these requirements, the Landlord may elect to insure instead and to pay the premiums payable from time to time, and the amount of such payments and any related costs incurred shall be repaid by the Tenant to the Landlord on demand.
- 6.17.7 If through any of the risks insured against or required to be insured against the Property shall be destroyed or damaged or such plant shall suffer breakdown (or any other risk against which it is or is required to be insured), then upon being required by the Landlord to do so, the Tenant is forthwith to the satisfaction of the Landlord to restore, rectify, rebuild or reinstate the Property and/or the plant. The amount received from the insurers shall be applied to that purpose, and if such amount shall be insufficient for that purpose, the Tenant is to make good any deficiency out of the Tenant's own money.
- 6.17.8 If the Tenant shall become entitled to any insurance money in respect of public liability risks of the Property, then the Tenant shall apply this to the claim, demand or liability in relation to which it shall have been received and in respect of any indemnity for such risks given by the Tenant to the Landlord under this Lease.
- 6.17.9 The Tenant is to observe and perform the conditions of the insurance policy and not without the Landlord's written consent and the sanction of the insurers (such sanction to be produced to the Landlord) to do or suffer on the Property anything which would be likely to increase the risks to be insured against.
- 6.17.10 If clause 7.7.4 below (Ending Lease after damage) applies, and this Lease is brought to an end by means of this, the Tenant shall not be liable to restore, rectify, rebuild or reinstate but the amount payable by the insurers shall be received and retained by the Landlord.

- 6.18.1 There shall not be displayed at the Property so as to be visible from the railway any lighted signs or any other illuminations in such manner or such as to cause confusion with the signals on the railway or be likely in the opinion of the Landlord to have this effect. The Landlord's opinion as to questions affecting the safety of the railway shall not be open to question by the Tenant. And if any lighted sign or other illumination at the Property shall at any time be found to cause such confusion or to be likely to do so, then the Tenant shall upon written request by the Landlord forthwith cease or prevent its display so as to avoid this.
- 6.18.2 Without prejudice to the requirements set out above, no sign, placard or advertisement whatsoever shall be fixed or placed on the Property, other than a sign indicating the toilets, to be approved by the Landlord.

6.19 **Dealings with or under this Lease**

- 6.19.1 The Tenant is not at any time during the Term to assign or charge any part less than the whole of the Property.
- 6.19.2 At no time during the Term shall there be granted any sublease of the Property or any part, under which any rent is payable more than one quarter in advance, or otherwise than at a rent equal to the full rack rental value without taking a premium, or otherwise than with rent reviews to the full rack rental value at the most frequent regular intervals reasonably obtainable on the open market in respect of lettings of comparable property.
- 6.19.3 The Tenant is not at any time during the Term to assign or charge the whole of the Property without the Landlord's previous written approval.
- 6.19.4 Before any assignment of this Lease, the Tenant for the time being shall enter into an Authorised Guarantee Agreement pursuant to Section 16(5) of the Landlord and Tenant (Covenants) Act 1995, as set out in the Schedule to this Lease.
- 6.19.5 There shall not be any subletting or parting with the possession of the Property in whole or in part, without the Landlord's previous written approval.
- 6.19.6 At no time during the Term shall there be granted any sublease of the Property in whole or in part, together as one lease with other property not in the Landlord's ownership.
- 6.19.7 At no time during the Term shall there be any assignment of any sublease of the Property or any part, without the Landlord's previous

written approval.

- 6.19.8 Where this Lease includes an agreement excluding Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954, no sublease of the Property or any part shall be granted with security of tenure under that Act.
- 6.19.9 Where the Particulars of this Lease identify New Works, then the Tenant is not to assign, sublet or part with possession of the Property in whole or in part until the New Works shall have been completed to the Landlord's satisfaction.
- 6.19.10 Within one month after the date of the happening of any event for which approval is given as mentioned above or of any disposition or devolution of the title to this Lease or any interest derivative from it, the Tenant is to give to the Landlord written notice and is to pay a registration fee as currently charged by the Landlord, as at the date of such registration. This is to be accompanied by a certified copy of such deed of assignment, sublease or other instrument which shall effect or evidence such disposition or devolution of title, for retention by the Landlord.
- 6.19.11 References in this clause to a sublease, subletting or parting with possession apply whether or not such sublease, subletting or parting with possession shall be immediately or more remotely derivative out of this Lease.

6.20 **Prohibited use**

No public sale or sale by auction shall be held upon the Property nor shall it be used for any illegal or immoral purposes.

6.21 **Encroachments**

- 6.21.1 The Tenant is not to give to any third party any acknowledgement that the Tenant enjoys the access of light or air to any of the windows or openings in the Property by the consent of such third party. Nor is the Tenant to pay any sum of money to or enter into any agreement with such third party for the purpose of inducing or binding him to abstain from obstructing the access of light or air to any such windows or openings.
- 6.21.2 If any such third party does or threatens to do anything which obstructs or would obstruct such access of light or air, the Tenant is to notify the Landlord of this immediately in writing.
- 6.21.3 The Tenant is to take all necessary steps to prevent and is not to suffer any encroachment upon the Property or the acquisition of any right to light or air, passage, drainage or other right over, upon or

under the Property. If any third party does or threatens to do anything which is or would be an encroachment or attempt to acquire any such right, the Tenant is to notify the Landlord of this immediately in writing.

6.21.4 If the Tenant fails to comply with these requirements regarding encroachments and acquisition of rights, then the Tenant is to permit the Landlord to enter upon the Property for the purpose of taking such of the necessary steps as are mentioned above. The Tenant is also to permit the Landlord to bring all such actions as it may think fit in the name and at the cost of the Tenant in respect of the obstruction of the access of light or air to any of the windows or openings in the Property or in respect of any such encroachment or right.

6.22 **Excavations, danger and nuisance**

6.22.1 No earth, clay or other substance shall be excavated upon the Property, and no act shall be done upon the Property which may endanger the safety or stability of the Landlord's railway or property or of any neighbouring property.

6.22.2 No inflammable, dangerous or explosive substance, liquid or gas including oxyacetylene shall be stored or placed upon the Property other than such amounts as may be permitted in writing from time to time by the Landlord and as may be essentially required in connection with the Permitted Use. And then this is to be only in accordance with such conditions as may be imposed from time to time by the Landlord in respect of delivery, storage and use.

6.22.3 Nothing shall remain or be done upon the Property or (in connection with the use or occupation of the Property) on the Landlord's neighbouring land which may be or become or grow to be a public or private nuisance or a danger, annoyance or disturbance to the Landlord or its tenants, access beneficiaries, customers or traders or to neighbouring property or persons or rail passengers.

6.22.4 Refuse shall not be permitted to accumulate on the Property and the Tenant shall keep the Property free from vermin and maintain it (and so far as practicable any adjoining road frontage) in a tidy condition to the satisfaction of the Landlord's Surveyor. In the event of default, the Tenant shall permit the Landlord to enter upon the Property to carry out the work, and the costs of and in connection with this shall, without prejudice to any other right or remedy of the Landlord, be repaid by the Tenant to the Landlord on demand.

6.22.5 There shall not in connection with the use or occupation of the Property be obstructed any roads or footpaths adjoining or near to the Property.

6.23 **Reletting / sale notices**

The Tenant is to permit the Landlord during the last six months before the end of the Term, if it so wishes, to fix in a conspicuous position on the Property a notice board for its re-letting or sale. The Tenant shall not take down or obscure such notice board, and shall permit all persons authorised by order in writing of the Landlord or its agents to view the Property at reasonable hours in the daytime.

6.24 **Overloading**

Nothing shall be done or omitted at the Property by which any of its floors, walls, staircases or structural parts shall or may be overloaded.

6.25 **Misuse of service media**

The Conduits shall not be used by the Property so as to be overloaded, nor shall there pass from any part of the Property into any of the Conduits any liquid or substance which shall cause an obstruction in or injure such Conduits. In the event of any such obstruction or injury, the Tenant shall forthwith make good any damage to the satisfaction of the Landlord.

6.26 **Plant maintenance**

The Tenant is to procure that electrical and mechanical plant at the Property (including all lifts and heating and air conditioning apparatus) is properly and regularly serviced by qualified persons.

6.27 **Window cleaning**

The Tenant must regularly clean the internal and external surfaces of any windows and other glass at the Property.

6.28 **Indemnities**

The Tenant shall be responsible for and keep the Landlord indemnified against all damage, losses, costs, expenses, claims, fines and liability suffered by the Landlord arising directly or indirectly out of :

6.28.1 any act, omission or negligence of the Tenant or any persons at the Property expressly or impliedly with the Tenant's authority and under the Tenant's control; or

6.28.2 any failure by the Tenant to comply with any of the terms of this Lease or any of the matters to which this Lease is subject; or

6.28.3 any claim or demand arising by virtue of the Defective Premises Act 1972 in relation to any defects or need of repair or renewal in the Property; or

6.28.4 the exercise of any rights granted by this Lease.

6.29 **Fire safety**

The Tenant must at its own cost comply with the requirements of and the duties imposed by the Fire Safety Regulations and the reasonable requirements of the Landlord as to fire safety at the Property. In particular the Tenant must:

- 6.29.1 keep the Property supplied with such fire fighting equipment as is necessary to comply with the Fire Safety Regulations and as the Landlord requires, maintaining the equipment to the reasonable satisfaction of the insurers and in efficient working order, causing such fire fighting equipment to be inspected by a competent person at least once every 6 months;
- 6.29.2 not obstruct the access to any fire equipment or means of escape from the Property or lock any fire door whilst the Property is occupied; and
- 6.29.3 permit the Landlord to enter on the Property at all reasonable times, and in case of emergency at any time, for the purpose of inspecting and/or testing the fire fighting equipment.

6.30 **Costs**

The Tenant is to pay to the Landlord all costs, charges and expenses (including legal costs and surveyors' fees and bailiffs' costs) which may be incurred by the Landlord of and incidental to:

- 6.30.1 the contemplation, preparation and service of a notice under Section 146 of the Law of Property Act 1925 or by reason or the contemplation of proceedings under Section 146 or 147 of that Act, even if forfeiture is avoided otherwise that by relief granted by the Court;
 - 6.30.2 any steps taken in contemplation of or in direct connection with the preparation and service of all notices and schedules relating to lack of repair to the Property and agreeing such schedules with the Tenant and supervising (if the Landlord requires) the works needed to remedy such lack of repair and any other works which may be carried out to the Property;
 - 6.30.3 any application under this Lease by the Tenant for consent or approval, whether or not it is given;
 - 6.30.4 the recovery of any sums due under this Lease, including the levy or attempted levy of distress.
- 6.31 On or before the exchange of this Lease, the Tenant is to pay to the Landlord the Lease Costs.

6.32 **Contamination**

- 6.32.1 Nothing shall be done or omitted at the Property which would render any part of it contaminated land (or increase the risk of that) or, if any part of the Property was already to constitute contaminated land, would increase the likelihood of significant harm or pollution of controlled waters arising.
- 6.32.2 The Tenant is to permit the Landlord or its agents at all reasonable times to enter on the Property for the purposes of environmental surveys, inspection and testing in, on, under or over the Property (including without limitation, drilling any bore holes required for this purpose) and is forthwith (so far as the Tenant is liable) to carry out such works of remediation as are required by the Landlord to remedy a breach of this clause 6.32.2.
- 6.32.3 If the Tenant fails to comply, the Landlord may elect to carry out those works and the Tenant shall, without prejudice to any other right or remedy of the Landlord, pay to the Landlord on demand the Landlord's costs of and in connection with this.
- 6.32.4 The Tenant is upon request to afford to the Landlord all reasonable assistance in identifying the contaminative consequences of any works or activities at the Property and to demonstrate to the Landlord any processes or working practices carried on at the Property. Without prejudice to the Tenant's obligations in this clause, the Tenant shall also, at no cost to the Landlord, comply with reasonable requests made by the Landlord for minimising the risk of contamination.
- 6.32.5 Words and expressions used in this clause and defined by the Environmental Protection Act 1990 shall bear the same meanings here.

6.33 **New Works**

Where the Particulars of this Lease identify New Works, then the Tenant is to obtain all necessary consents and approvals and is to complete the New Works by the New Works Finishing Date. They are to be carried out in accordance with plans, drawings and specifications to be previously submitted to and approved by the Landlord's Surveyor. They shall be carried out under his superintendence (if so required) and to his satisfaction in all respects and to the satisfaction of any local authority, governmental or similar body having jurisdiction.

6.34 **Occupation**

The Tenant must not leave the Property continuously unoccupied for more

than 1 month.

6.35 **Security**

The Tenant must arrange for adequate security of the Property at all times including locks on all the doors in the toilets and the Property and sufficient security to secure the Property outside of the Hours of Operation (to the Landlord's satisfaction)

6.36 **Cleaning**

The Tenant must clean the Property daily during the Hours of Operation to a good standard and to the Landlord's satisfaction. The Tenant must arrange deep cleaning of the Property as regularly as necessary and provide evidence of deep cleaning to the Landlord if requested.

6.36 **Legionella and Asbestos**

The Tenant must take adequate measures to identify assess and control the risk of legionella and asbestos at the Property. The Tenant must supply to the Landlord a copy of any assessments and reports carried out under this clause upon request.

6.36 **Anti-social behaviour**

The Tenant must take adequate and active measures regularly to tackle and prevent any anti-social behaviour at the Property.

6.36 **Interference or obstruction to drainage**

Not to do anything that shall cause interference or obstruction to the drainage of the Property.

6.36 **Interference to the Station or railway**

Not to do anything that shall cause an adverse impact on the railway or to the Station.

6.36 **Refuse and tidiness**

6.4.7 Not to allow refuse to accumulate on, around or in front of or behind the Property and to make its own arrangements for the removal of all refuse from the Property and to keep the Property and any refuse disposal site in a clean and tidy condition to the satisfaction of the Landlord's Surveyor.

6.4.8 To pay a reasonable contribution within seven (7) days of demand for the provision by the Landlord (at its own discretion) of:

- (a) a refuse disposal site and/or refuse disposal facilities for common use by occupiers of the Station; and/or
- (b) refuse collection from the Property.

- 6.4.9 To remove from all parts of the Station all refuse generated at or from the Property.

7. **LEASE CONDITIONS**

This Lease is granted on the following conditions.

7.1 **Forfeiture**

This Lease may be ended at any time during the Term by the Landlord forfeiting it, by entering the Property or any part of it in the name of the whole for this purpose. This shall be without prejudice to any of the Landlord's rights and remedies that may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this Lease including the breach in respect of which the re-entry is made. The Landlord is entitled to do this:

- 7.1.1 if any Yearly Rent or related value added tax shall be twenty-one days overdue or more (even if it was not formally demanded); or
- 7.1.2 if the Tenant has not complied with any of the terms of this Lease; or
- 7.1.3 if the Tenant, being a company (and if the Tenant consists of more than one, then any of them), shall enter into liquidation (whether compulsory or voluntary) other than for the purposes of amalgamation or reconstruction into a solvent company with a paid up capital of an amount reasonably approved by the Landlord in writing; or
- 7.1.4 if an administration order is made in respect of the Tenant or a receiver or administrative receiver is appointed over all or any of the Tenant's assets; or
- 7.1.5 if the Tenant, being an individual (and if the Tenant consists of more than one, then any of them), becomes bankrupt or an interim receiver of his property is appointed; or
- 7.1.6 if the Tenant shall enter into any composition or arrangement with the Tenant's creditors; or
- 7.1.7 if the Tenant shall permit or suffer the Tenant's goods or property on the Property or any part to be taken in execution.

7.2 **Value Added Tax**

- 7.2.1 Where under this Lease the Tenant is to pay any specific sum to the Landlord, such sum shall be regarded as being exclusive of value added tax (without prejudice as follows).
- 7.2.2 The Tenant's obligations under this Lease shall be treated as requiring payment to the Landlord of value added tax chargeable in

respect of any rent or other payment made by or taxable supply received by the Tenant under the terms of or in connection with this Lease.

7.2.3 Where the Tenant has agreed to reimburse the Landlord in respect of any payment made by the Landlord under the terms of or in connection with this Lease and the subject matter of the payment does not constitute a taxable supply to which the preceding subclause applies, then the Tenant shall also reimburse any value added tax paid by the Landlord on such payment to the extent that it is not recovered by the Landlord.

7.3 **Arbitration**

Where provision is made in this Lease for determination of an issue by arbitration this shall be by a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of an arbitrator, or either or both of them may apply to the President for the time being or other appropriate officer of the Royal Institution of Chartered Surveyors.

7.4 **Covenants**

Nothing contained in this Lease shall confer on the Tenant any right to the benefit of, or to enforce, any covenant or agreement contained in any other instrument relating to any other property or affect the right of the Landlord to deal with it now or at any time as the Landlord may think fit.

7.5 **Sums due**

Any sum due to the Landlord from the Tenant under this Lease shall (whether or not reserved as rent) be recoverable at the option of the Landlord as though it were rent in arrears.

7.6 **Exercise of rights**

The Tenant covenants with the Landlord that nothing shall be done at or in relation to the Property so as to prevent or in any way inhibit the Landlord and all persons claiming under it or permitted by it, or any other person for the time being entitled, from acting in such manner as would be permitted if the rights were effectively exercisable throughout the Term.

7.7 **Ending this Lease**

The following clauses apply if, and to the extent, indicated in the Particulars of this Lease.

7.7.1 **Ending Lease for purposes of undertaking**

If the Landlord requires the Property or any part of it for the purposes of its undertaking (as to which requirement the decision of the Landlord shall be final and conclusive), the Landlord may bring this

Lease to an end at any time by giving to the Tenant six months' previous written notice.

7.7.2 **Ending Lease for redevelopment**

If the Landlord requires the Property for the purpose of demolition or reconstruction or redevelopment of the Property, or a substantial part of it, or for the purpose of carrying out substantial works of construction on the Property, or part of it (whether or not the works of demolition, reconstruction, redevelopment or construction shall be intended to be carried out by the Landlord), the Landlord may bring this Lease to an end at any time by giving the Tenant six months' previous written notice.

7.7.3 **Ending Lease for urgent repairs**

If possession of the Property or part of it is urgently required for carrying out repairs (whether on the Property or elsewhere) which are needed for the proper operation of the Landlord's undertaking, the Landlord may bring this Lease to an end at any time by giving to the Tenant twenty-eight days' previous written notice. But if this Lease is not contracted out of security of tenure under the Landlord and Tenant Act 1954, such notice must be accompanied by a copy of a certificate of such requirement by the Minister or board in charge of a Government Department. After the giving of such notice with a copy certificate, then under Section 58(3) of the Landlord and Tenant Act 1954, Part II of that Act shall not apply to this Lease.

7.7.4 **Ending Lease after damage**

If the Property or any neighbouring property of the Landlord shall be destroyed or damaged to such an extent that in the opinion of the Landlord the Property or a substantial part of it should be demolished or reconstructed, either separately or as part of a larger property, the Landlord may bring this Lease to an end by giving to the Tenant within one month from the date of the Landlord becoming aware of the damage, six months' previous written notice.

7.7.4 **Ending Lease**

If the Landlord wishes to bring this Lease to an end and gives to the Tenant six months' written notice then this Lease shall come to end on the date in the notice.

7.8 **Effect of notice**

At the expiration of any such notice as shall be given under any applicable provisions of clause 7.7 above, this Lease shall come to an end, but without prejudice to any subsisting rights or remedies of the Landlord. Where at the

date on which the Tenant is to quit the Property it has been occupied for a period less than five years immediately before that date for the purposes of the business carried on by the Tenant or the occupier, the right to compensation conferred by Sections 37 and 59 of the Landlord and Tenant Act 1954 shall be wholly excluded.

7.9 **Landlord's release**

As from the date of any assignment of the whole or part of the Landlord's reversionary interest in this Lease, the Landlord shall automatically be released from all liability whatsoever for its obligations under this Lease. This is in relation to the whole of the Property or such part as the Landlord shall assign (as the case may be), and applies to all liability, whether arising before or after such assignment.

7.10 **Rights and Easements**

The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease. The only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

7.11 **Exclusion of warranty as to use**

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Property may be lawfully used for the Permitted Use.

8. **THE LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant that (as long as the Tenant pays the rent when due and complies with all the Tenant's other obligations in this Lease) the Tenant shall peaceably hold and enjoy the Property without any disturbance or interruption by the Landlord or any person or persons rightfully claiming through, under or in trust for it. But neither the carrying on by the Landlord of its undertaking on its adjoining or neighbouring land in exercise of and subject to its statutory and common law obligations, nor the grant by the Landlord of any permission properly given to use railway facilities (other than the Property), shall be treated as a breach of this covenant or as in derogation from the Landlord's grant.

9. **NOTICES**

9.1 Any notice in writing that under the terms of this Lease to be given to the Landlord shall be treated as effectively served if and only if addressed to the Landlord and served by recorded delivery or registered post upon the Landlord at its registered office or if such notice is served by email addressed

to the email address "notices@networkrail.co.uk".

- 9.2 Any notice in writing that is to be given by the Landlord to the Tenant shall be treated as effectively served if sent through the post by the recorded delivery service or in a registered letter addressed to the Tenant at the Tenant's last known place of business or abode in the United Kingdom or (where the Tenant is a company) to the Tenant's Secretary at the Tenant's registered office, as the case may require.

10. **REPRESENTATIONS**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

EXECUTED by the Landlord and the Tenant as a deed, as first dated above

THE FIRST SCHEDULE – INSURANCE

1 Insurance of and Rebuilding the Property

- 1.1 (Subject to the provisions of paragraphs 6 of this Schedule and clause 6.18.10 of this Lease) the Landlord shall keep the Property and any principal means of access to it (if owned by the Landlord) insured against loss or damage by the Insured Risks with a reputable and professional insurer or insurers selected by the Landlord for such sum as the Landlord considers appropriate to cover the full cost of reinstatement (assuming total loss), which shall include: taxes (including value added tax), reasonable provision for costs and fees escalation between the commencement or renewal date of insurance cover and the date of replacement, reasonable provision for the Landlord's estimate of both the Yearly Rent (in the context of any ensuing rent reviews), professional and statutory fees, demolition, site clearance and shoring up costs together with not less than three years' loss of the rents reserved in clauses 3.1 and 3.2 and the Service Charge payable under this Lease
- 1.2 If the Property or (unless the Landlord can reasonably direct the Tenant to use an alternative route) any principal means of access to it, if owned by the Landlord, is destroyed or damaged by any of the Insured Risks and the Landlord (taking all reasonable steps) obtains all necessary licences and consents, then the Landlord shall lay out the insurance money received by it (or its own money where the Landlord carries its own insurance), apart from monies received for loss of rent, either (a) in reinstating the Property or the damaged part of it and/or (unless the Landlord can reasonably direct the Tenant to use an alternative route) the means of access or (at the Landlord's option) (b) in providing a reasonable modern equivalent (which need not be identical to the Property immediately before the damage or destruction occurred) Provided that the preceding provisions of this paragraph 1.2 do not apply where:
- 1.2.1 any insurance policy is rendered void or voidable by, or payment of insurance money is in whole or in part prevented by, an act or omission by the Tenant (or this would have happened if insurance had been effected); or
- 1.2.2 this Lease is being brought to an end as a result of the lawful service of notice under this Lease; or
- 1.2.3 the cost of reinstatement (or providing a reasonable modern equivalent) is less than or equal to the Excess Sum or where the Tenant fails to pay the amount of any excess liability referred to in paragraph 4.4; or
- 1.2.4 compliance with them is impossible for reasons beyond the control of the Landlord

And Further Provided that if the damage or destruction affects other property in which the Landlord has an interest the Landlord may reinstate the Property or (where applicable) its principal means of access (or provide a reasonable modern

equivalent) as part of the rebuilding or replacement of that other property and need not work on the Property or means of access in priority to that other property.

2 Details of Insurance

Unless the Landlord shall have elected to carry its own insurance, then it shall on written request from the Tenant at reasonable intervals provide the Tenant with details of the insurance effected in respect of the Property and reasonably acceptable evidence that such insurance is currently being maintained.

3 Cesser Of Rent; Ownership Of Insurance Money

3.1 If it is impossible or impracticable to comply with paragraph 1 or the Landlord is not obliged under paragraph 1.2 to lay out the insurance monies for the purposes stated in that paragraph, then any money received under any insurance policy referred to in paragraph 1.1 shall belong to the Landlord absolutely.

3.2 If the Property or any principal means of access to it owned by the Landlord is so damaged or destroyed by an Insured Risk so that the Property becomes unfit for occupation or it cannot be accessed by any reasonable route, then the rents reserved in clauses 3.1 and 3.2 and the Service Charge payable under this Lease or a fair proportion of any of them shall be suspended until the earlier of the date when the Property is again fit for occupation and the date five (5) years from the occurrence of damage or destruction in question Provided that the preceding provisions of this paragraph 3.2 shall not apply if any damage or destruction is repaired or reinstated within three (3) months after the occurrence of the damage or destruction in question nor shall they apply if any insurance policy is cancelled by, or payment of insurance money is in whole or in part prevented by, an act or omission by the Tenant (or this would have happened if insurance had been effected).

3.3 Any dispute as to the proportion referred to in paragraph 3.2 shall be determined by an arbitrator pursuant to clause 7.3.

3.4 The parties agree that the Landlord is not obliged to lay out any insurance money received by it or on its behalf, or any other money, on any matter resulting from damage to or destruction of the Property other than as set out in paragraph 1.2 (including for economic loss).

3.5 The Property is not to be treated as unfit for occupation, use and enjoyment by reason only that the Tenant's fitting-out works and the tenants' fixtures have not been reinstated and replaced.

4 Tenant's Insurance Payments

The Tenant shall pay to the Landlord within seven (7) days of demand:

4.1 a sum equivalent to the whole of the sums which the Landlord expends in effecting any insurance of the Property required by paragraph 1.1 including the cost of preparing and settling any insurance claim and of complying with any requirements of the Insurers in relation to the Property, together with an

amount equivalent to the whole of the sums which the Landlord may expend in effecting or maintaining insurance for not less than five (5) years' loss of the rents reserved in clauses **Error! Reference source not found.** and **Error! Reference source not found.** and the Service Charge payable under this Lease;

- 4.2 a sum equivalent to a due proportion (to be fairly and properly determined by the Landlord) of the sums which the Landlord pays in effecting or maintaining insurance of the structural and common parts of the Station against loss or damage by the Insured Risks, the cost of replacement of which shall include: value added tax and other taxes payable, reasonable provision for costs escalation between the commencement or renewal date of insurance cover and the date of replacement, professional and statutory fees and demolition, site clearance and shoring up costs, the cost of preparing and settling any insurance claim and of complying with any requirements of the Insurers; Provided that this clause 4.2 shall not include any monies that the Tenant has already paid pursuant to paragraph 4.1 in relation to any items or areas outside the Property;
- 4.3 a sum equivalent to the whole amount of any additional or increased premium which may be payable for the insurance of the Station against the Insured Risks by reason of the trade or business conducted on the Property or anything done or kept on it being treated as a hazardous or special risk by the Insurers;
- 4.4 a sum equivalent to a due proportion (to be fairly and properly determined by the Landlord) of the amount of any excess liability which is excluded from insurance cover; and
- 4.5 a sum equivalent to a fair proportion of the cost of any valuations of the Station for insurance purposes.

5 No Deduction in Respect of Agency or Other Commission

No deduction shall be made by or allowed to the Tenant in respect of any agency or other commission, whether paid or allowed to the Landlord or otherwise, but the full amount of each such premium together with any insurance premium tax paid shall be treated as expended by the Landlord for such insurance and the Landlord shall be entitled to retain for its own benefit any such agency or other commission so paid or allowed.

6 Insurance Risk carried by Landlord

For so long as Network Rail remains the Landlord and so far as the provisions of this paragraph 6 do not produce a breach of covenant under any superior lease, the Landlord shall be entitled (but not obliged) to carry its own insurance risk in respect of the Station. In any case where Network Rail is so permitted to and does carry its own insurance risk, the Tenant shall pay to it within seven (7) days of demand sums of money equivalent to any amounts which Network Rail might reasonably have expended as referred to in paragraphs 4.1, 4.2, 4.3 and 4.5 had such insurance been taken out (but excluding insurance premium tax if not attracted by such sums as paid by the Tenant).

7 Tenant's Separate Insurance

The Tenant shall not effect any separate insurance of the Property against loss or damage by any of the Insured Risks to the intent that all insurances against such loss or damage shall be effected only in accordance with paragraph 1.

8 Compliance with Insurance Policy

The Tenant shall not do anything on or in relation to the Property which might cause any insurance policy for the Station or any part of it or other adjoining property of the Landlord to become void or voidable, in whole or in part, or which might cause the policy premiums to be increased.

9 Notice of Insured Loss

In the event of the Property being destroyed or damaged by any cause whatsoever, the Tenant shall give notice to the Landlord as soon as such destruction or damage shall come to the Tenant's notice, stating (if the Tenant is so aware) whether and to what extent such destruction or damage was brought about directly or indirectly by any of the Insured Risks.

10 Irrecoverable Insurance Monies

In the event of the Station or any adjoining or neighbouring premises of the Landlord or any part of them being destroyed or damaged by any risk against which the Landlord shall have insured and any insurance policy being rendered void or voidable by, or payment of insurance money is in whole or in part being prevented by an act or omission of the Tenant, then and in every such case the Tenant shall within seven (7) days of demand pay to the Landlord the whole or (as the case may be) the irrecoverable proportion of the cost (including professional and other fees) of completely making good such destruction or damage. This shall also apply if the Landlord is carrying its own insurance risk under paragraph 6 and, if insurance had been effected on ordinary commercial terms, such an act or omission would have had such effect.

11 Property Unfit for Use and Occupation

11.1 In the event of damage to the Property by any of the Insured Risks so as to render it unfit for occupation and use in whole or in part, the Tenant shall (if so required by the Landlord) remove from the Property all tenant's fixtures and fittings and other property belonging to the Tenant or to any third party within one (1) month of such damage. If the Tenant fails to do this, the Landlord may do so instead and the Tenant shall pay to the Landlord the cost of so doing as a debt within seven (7) days of demand.

11.2 If any damage or destruction occurs to the Property by any of the Insured Risks and at the date of expiry of the applicable loss of rent insurance the damage or destruction has not been made good and the Property is then still unfit for occupation and use at the date of the notice, then either the Landlord or the Tenant may terminate this Lease with immediate effect and the Landlord is then entitled to all insurance monies but:

- 11.2.1 a notice given by the Tenant is only effective if the Tenant has at least three (3) months before giving it informed the Landlord in writing of his intention to give it and at the date of expiry of that notice the Property remains unfit for occupation and use; and
- 11.2.2 the Tenant is not entitled to serve a notice if any insurance monies are withheld due to any act or omission of the Tenant.

SCHEDULE

AUTHORISED GUARANTEE AGREEMENT BY WAY OF DEED

to be given by Tenant - see clause 6 above

References in this Schedule to the Lease include all variations, consents and other documents made supplemental to it. References to the Landlord, the Tenant and the Assignee mean the Landlord, the Tenant or the Assignee for the time being under this Lease.

1. GUARANTEE

The Tenant covenants with the Landlord so as to be liable as a principal and not merely as a surety, that the Assignee shall at all times during the period from the date of completion of the assignment to the Assignee until the Assignee is released from the tenant's covenants of the Lease by virtue of Section 5 of the Landlord and Tenant (Covenants) Act 1995 ("the 1995 Act") pay the rent reserved by the Lease and observe and perform the covenants and conditions on the part of the Tenant contained in the Lease.

2. INDEMNITY

The Tenant agrees with the Landlord, as a primary obligation, to keep the Landlord indemnified against all losses, damages, costs and expenses incurred as a result of any failure by the Assignee to comply with any of the terms of the Lease or as a result of any obligation of the Assignee being or becoming unenforceable.

3. DISCLAIMER OF LEASE

In the event of the Lease being disclaimed, the Tenant shall (if so required by the Landlord by the service of written notice within six months after such disclaimer):

- 3.1 enter into a new lease upon the same terms and conditions as are contained in this Lease at the date of the disclaimer (mutatis mutandis) for the residue of the Term; and
- 3.2 pay upon demand the Landlord's reasonable costs of and in connection with the grant of the new lease.

4. SUPPLEMENTARY PROVISIONS

(Subject to Section 17 of the 1995 Act) none of the following shall release or otherwise affect the Tenant's liability or the Landlord's rights and remedies under this Agreement:

- 4.1 any delay or forbearance on the part of the Landlord in obtaining payment of

- rents or in enforcing the obligations of the Assignee under the Lease;
- 4.2 any refusal by the Landlord to accept rents tendered at a time when the Landlord was entitled (or would after service of the appropriate statutory notice have been entitled) to re-enter the Property;
 - 4.3 any surrender by the Assignee of part of the Property, in which event the liability of the Tenant shall continue in respect of the part of the Property not so surrendered after making any necessary apportionments under Section 140 of the Law of Property Act 1925;
 - 4.4 (subject to Section 18 of the 1995 Act) any variation of the terms of the Lease after assignment to the Assignee;
 - 4.5 the liquidation, administration or bankruptcy (as the case may be) of either the Tenant or the Assignee.

5. COSTS

For the avoidance of doubt, the Tenant shall be liable for any costs and expenses incurred by the Landlord in enforcing the Tenant's obligations under this Deed.