

2024

Underlease  
relating to  
premises at Burton on Trent Station

Network Rail Infrastructure Limited <sup>(1)</sup>  
Transport UK East Midlands Limited <sup>(2)</sup> and  
East Staffordshire Borough Council <sup>(3)</sup>

**Term Commences:**

**For Years:** 25

**Term Expires:**

**Rent:** One peppercorn (if demanded)

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<b>LR1. Date of Lease</b>	
<b>LR2. Title number(s)</b>	<p><b>LR2.1 Landlord's title number</b> None.</p> <p><b>LR2.2 Other title number</b> None.</p>
<b>LR3. Parties to this lease</b>	<p><b>Landlord</b> <b>TRANSPORT UK EAST MIDLANDS LIMITED</b> (company number 09860485) registered office 2<sup>nd</sup> Floor, St Andrew's House, 18-20 St Andrew Street, London EC4A 3AG</p> <p><b>Tenant</b> <b>EAST STAFFORDSHIRE BOROUGH COUNCIL</b> of PO Box 8045, Burton upon Trent, DE14 9JG</p> <p><b>Guarantor</b> None</p> <p><b>Other parties</b> <b>NETWORK RAIL INFRASTRUCTURE LIMITED</b> (company registration no. 2904587) whose registered office is at Waterloo General Office, London SE1 8SW (referred to as "Superior Landlord" and "Reversionary Landlord")</p>
<b>LR4. Property</b>	<p><b>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.</b></p> <p>Refer to section 6 of the Particulars to this Lease, the plan annexed to this Lease and to paragraph 1 of the Special Conditions in Annex B.</p>
<b>LR5. Prescribed statements etc.</b>	None.
<b>LR6. Term for which the Property is leased</b>	The term is as follows: 25 years from and including the date specified in section 13 of the Particulars.
<b>LR7. Premium</b>	None.
<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions.
<b>LR 9. Rights of acquisition etc.</b>	<p><b>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</b> None.</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b> None.</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b> None.</p>

<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None.
<b>LR11. Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> Refer to clause 2.1 of the Standard Letting Conditions and to the Third Schedule of the Standard Letting Conditions. <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> Refer to clause 2.2 of the Standard Letting Conditions and to the Fourth Schedule of the Standard Letting Conditions.
<b>LR12. Estate rentcharge burdening the Property</b>	None.
<b>LR13. Application for standard form of restriction</b>	None.
<b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>	Not applicable

## **PARTICULARS**

1. **Date**
2. **Network Rail** **NETWORK RAIL INFRASTRUCTURE LIMITED**  
(company registration no. 2904587) whose registered office is at Waterloo General Office, London SE1 8SW
3. **SFO** **TRANSPORT UK EAST MIDLANDS LIMITED**  
(company number 09860485) registered office 2<sup>nd</sup> Floor, St Andrew's House, 18-20 St Andrew Street, London EC4A 3AG
4. **Tenant** **EAST STAFFORDSHIRE BOROUGH COUNCIL** of PO Box 8045, Burton upon Trent, DE14 9JG
5. **Guarantor** None
6. **Premises**  
The site for a statue between platform 1 and 2 of the Station for the purpose of identification edged blue on the plan number 0410874 attached to this Lease, a more detailed description of which is set out in paragraph 1 of the Special Conditions in Annex B, and including all additions, alterations, improvements and replacements to the Premises  
  
The Second Schedule to the Standard Letting Conditions shall not apply
7. **Superior Lease** A lease made the 15<sup>th</sup> day of August 2019 by which Network Rail let the Premises (with other property at the Station) to the SFO
8. **Station** Burton on Trent Station, Borough Road, Burton on Trent DE14 2DA
9. **Yearly Rent** One peppercorn (if demanded)
10. **Rent Commencement Date** 2024
11. **Rent Days** Each anniversary of the Lease Commencement Date
12. **Rent Review Dates** None
13. **Lease Commencement Date** 2024
14. **Expiry Date** The earlier of (i) eight hours before the date and time of expiry of the Superior Lease and (ii) the sooner determination of the Superior Lease (here in each case meaning only the lease referred to in section 7 of the Particulars above)
15. **Final Expiry Date** 2049

<b>16. Term</b>	The aggregate of the terms granted by clauses 2 and 3 of this Lease
<b>17. Landlord's Surveyor</b>	Advance Ventures at present located at c/o Transport UK Group, 2 <sup>nd</sup> Floor, St Andrew's House, 18-20 St Andrew Street, London EC4A 3AG or such other person as the Landlord may appoint for this purpose
<b>18. Reversionary Landlord's Surveyor</b>	Robert Goulding Station & Depot Portfolio Surveyor at present located at East Midlands Control Centre, Bateman St, Derby, Derbyshire DE23 8JQ or such other person as the Reversionary Landlord may appoint for this purpose
<b>19. Superior Landlord's Surveyor</b>	Robert Goulding Station & Depot Portfolio Surveyor at present located at East Midlands Control Centre, Bateman St, Derby, Derbyshire DE23 8JQ or such other person as the Reversionary Landlord may appoint for this purpose
<b>20. Statue</b>	the statue to be erected at the Premises in accordance with the drawings annexed to this lease
<b>21. Permitted Use</b>	A site for the erection of the Statue
<b>22. Parking Spaces</b>	None
<b>23. Building</b>	The building at the Station of which the Premises forms part
<b>24. Landlord and Tenant Act 1954</b>	<p>a) The Landlord and the Reversionary Landlord and the Tenant confirm that:</p> <p>i. the Landlord and the Reversionary Landlord respectively served notices dated _____ and _____ on the Tenant as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 ("<b>the 1954 Act</b>") and which applies to tenancy created by this Lease before this Lease was entered into; and</p> <p>ii. _____ who was duly authorised by the Tenant to do so made two statutory declarations respectively dated _____ and _____ in accordance with the requirements of section 38A(3)(b) of the 1954 Act</p> <p>b) The Landlord and the Reversionary Landlord and the Tenant agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease</p>
<b>25. Fire Precautions</b>	Option B of clause 4.37 of the Standard Letting Conditions shall not apply

<b>26. Rights Granted</b>	Paragraphs A2 and A3 of the Third Schedule to the Standard Letting Conditions shall not apply
<b>27. Rent</b>	The Yearly Rent (if demanded)
<b>28. Rent Deposit</b>	None
<b>29. Standard Letting Conditions</b>	Annex A
<b>30. Special Conditions</b>	Annex B <ol style="list-style-type: none"><li>1. Open Space</li><li>2. Tenant's Works</li></ol>
<b>31. Tenant's Works</b>	Annex C

**THIS UNDERLEASE** is made between Network Rail and the SFO and the Tenant

## RECITAL

The SFO has agreed to grant to the Tenant an underlease of the Premises for a term equal to the residue of the term granted by the Superior Lease (less eight hours) and at the request of the SFO Network Rail has agreed to grant to the Tenant a lease of the Premises to commence on the expiry or earlier determination of the Superior Lease and to expire on and including the Final Expiry Date.

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS

### 1.1. In this Lease:

The following words and expressions shall where the context so admits have the following meanings:

- 1.1.1. **“the Basic Interest Rate”** shall mean the base lending rate from time to time of HSBC Bank PLC PROVIDED always that 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;
- 1.1.2. **“the Landlord”** shall mean the SFO or the person for the time being entitled to the reversion immediately expectant on the determination of the term granted by clause 2 of this Lease by the SFO to the Tenant;
- 1.1.3. **“this Lease”** shall mean this present document and all other documents which may now or in future be entered into supplementing or varying it;
- 1.1.4. **“Network Rail”** shall include the successors in title and assigns of Network Rail Infrastructure Limited;
- 1.1.5. **“the Prior Determination Provisions”** shall mean clause 5.5 contained in the Standard Letting Conditions which allows for the early determination of the term by the Landlord;
- 1.1.6. **“the Reversionary Landlord”** shall mean Network Rail or the person for the time being entitled to the reversion immediately expectant on the determination of the term granted by clause 3 of this Lease by Network Rail to the Tenant;
- 1.1.7. **“the Special Conditions”** shall mean such (if any) covenants, agreements and provisions as are set forth in Annex B attached to this Lease;
- 1.1.8. **“the Standard Letting Conditions”** shall mean Annex A attached to this Lease entitled “Franchise Station Underlease Standard Letting Conditions”;
- 1.1.9. **“the Station Access Conditions”** shall mean



- (a) The National Station Access Conditions 2013 (England and Wales);  
and
- (b) the Annexes to those Station Access Conditions relating to the  
Station

as each is modified or amended in respect of the Station from time to time with the approval of the Office of Rail and Road.

- 1.1.10. **“the Superior Landlord”** shall mean Network Rail and any person or persons for the time being entitled to any estate or estates which is or are reversionary (whether immediate or mediate) upon the Landlord’s or the Reversionary Landlord’s estate;
- 1.1.11. **“the Superior Lease”** shall mean the Superior Lease as described in section 7 of the Particulars and (except in relation to clauses 2 and 3 or otherwise stated in this Lease) any other lease or leases which at any time is or are reversionary (whether immediate or mediate) upon either term granted by this Lease;
- 1.1.12. **“the Tenant”** shall include its successors in title;
- 1.1.13. **“VAT”** shall mean value added tax as provided in the Value Added Tax Act 1994 and any tax of a similar nature that may be substituted for or added to it.
- 1.2. Where any of the Superior Landlord, the Reversionary Landlord, the Landlord or the Tenant consists of two or more persons then their obligations in that capacity shall be with joint and several liability on their part.
- 1.3. The clause and sub-clause headings have been inserted for convenience of reference and shall be disregarded in the construction of this Lease.
- 1.4. Save as otherwise stated any reference to a clause shall be to a clause of this deed and any reference to the Particulars shall be to the Particulars of this deed.
- 1.5. Words and expressions in this Lease other than those defined in clause 1.1 shall have the meanings ascribed to such words and expressions by the Standard Letting Conditions unless such meanings are inconsistent with the terms and provisions of this deed.
- 1.6. The terms defined in the Particulars shall have the meanings specified there (subject to any amplification set out in this clause 1).
- 1.7. 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.
- 1.8. Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders under such statute and any general reference to “statute” or “statutes” includes any regulations or orders made under such statute or statutes.
- 1.9. Wherever the Tenant is more than one person or company their obligations can be enforced against all of them jointly and against each individually.

## **2. DEMISE BY THE LANDLORD**

In consideration of the rents reserved and the Tenant's covenants contained in this Lease the Landlord demises to the Tenant the Premises for a term commencing on the Lease Commencement Date and expiring on the Expiry Date subject to the Special Conditions and (insofar as not inconsistent with the Special Conditions and the terms and provisions of this deed) the Standard Letting Conditions, with which the Landlord and the Tenant (so far as concerns their respective obligations under them) respectively agree to comply YIELDING AND PAYING the Rent, which shall be payable in the case of the Yearly Rent from the Lease Commencement Date annually if demanded on the Rent Days.

## **3. DEMISE BY THE REVERSIONARY LANDLORD**

3.1. In consideration of the rents reserved and the Tenant's covenants contained in this Lease the Reversionary Landlord demises to the Tenant the Premises for a term commencing on the expiry or sooner determination (including surrender) of the term granted by the Superior Lease and expiring on the Final Expiry Date subject to the Special Conditions and (insofar as not inconsistent with the Special Conditions and the terms and provisions of this deed) the Standard Letting Conditions, with which the Reversionary Landlord and the Tenant (so far as concerns their respective obligations under them) respectively agree to comply, the Tenant YIELDING AND PAYING such Rent as shall be equivalent to the amount reserved by the term created by clause 2 of this Lease immediately prior to the Expiry Date payable from the commencement of the term created by this clause 3 of this Lease in the case of the Yearly Rent annually if demanded on the Rent Days.

3.2. The grant contained in this clause 3 of this Lease shall be absolutely void and have no effect:

3.2.1. if the term granted by clause 2 of this Lease shall be terminated for any reason whatsoever other than by effluxion of time (including without prejudice to the generality of this, termination by virtue of a notice to determine served pursuant to the Standard Letting Conditions); or

3.2.2. if during the term created by clause 2 of this Lease there occurs any breach by the Tenant of the covenant contained in clause 8.1 which places a restriction upon alienation of the term created by clause 2 of this Lease without the alienation of the term created by clause 3 of this Lease and vice versa; or

3.2.3. if the Tenant shall have surrendered to the Landlord without the consent of the Superior Landlord (referring specifically to this clause) the whole or any part of the Premises demised by the term created by clause 2 of this Lease.

## **4. STANDARD LETTING CONDITIONS AND SPECIAL CONDITIONS**

4.1. This Lease incorporates and is subject to:

4.1.1. the Particulars; and

4.1.2. the Special Conditions; and

4.1.3. the Standard Letting Conditions.

4.2. In the case of conflict between the Special Conditions, the Standard Letting Conditions and the terms and provisions of this deed:

4.2.1. the Special Conditions take priority over the Standard Letting Conditions and the other terms and provisions of this deed;

4.2.2. the terms and provisions of this deed take priority over the Standard Letting Conditions.

For the purposes only of interpretation and construction of the Standard Letting Conditions as applied to the Premises the following shall apply:

4.2.3. References in the Standard Letting Conditions and the Special Conditions to the "Landlord" shall be read as referring to the "Reversionary Landlord" and references to the "Landlord's Surveyor" shall be read as referring to the "Reversionary Landlord's Surveyor" at all times after the term granted by clause 3 of this Lease shall have come into effect.

4.2.4. References in the Standard Letting Conditions to the Landlord's railway undertaking or the Landlord's railway or simply to the railway undertaking shall be deemed to be a reference not only to the railway undertaking operated by the Landlord but also to railway or railway undertaking (if any) operated by the Superior Landlord and/or the Reversionary Landlord.

## **5. CONTINUING LIABILITY FOR EARLIER BREACH OF COVENANT**

To the extent that any of the covenants and conditions to which the demise under clause 2 of this Lease is subject have not been observed and performed by the Tenant (or has been done incompletely) at the commencement of the demise under clause 3 of this Lease then the latter demise is subject to (and the parties covenant with each other accordingly) a covenant on the part of the Tenant to observe and perform such covenants and conditions (or complete such observance and performance) and so that any breach on the part of the Tenant during the term created by the demise under clause 2 of this Lease shall (if actionable at the end of that term) constitute a breach of covenant or condition for the purposes of the demise created by clause 3 of this Lease.

## **6. SUPERIOR LEASE**

6.1. The Landlord covenants with the Tenant to use all reasonable endeavours to perform and observe the lessee's covenants and conditions contained in the Superior Lease in relation to the Premises.

6.2. The Landlord covenants with Network Rail (to the intent that such covenants shall continue to bind the Landlord during the term granted by clause 3 of this Lease if the Landlord shall at any time become entitled to the reversion immediately expectant on the determination of the term granted by clause 3 of this Lease) that:

6.2.1. The Landlord shall use all reasonable endeavours to enforce the covenants on the part of the Tenant contained in this Lease.

6.2.2. If the Superior Landlord shall serve upon the Landlord a notice to determine the term of the Superior Lease which affects the Premises let by this Lease then the Landlord shall (if it is so entitled under the provisions of this Lease) serve an equivalent notice of determination upon the Tenant so as to effect the determination of the term created by clause 2 of this Lease on the determination date of the term of the Superior Lease or as near to that determination date as possible and if the Landlord fails

to do so the Superior Landlord may as the agent of the Landlord (the Superior Landlord's irrevocable authority to do which is now confirmed by the Landlord) serve the requisite notice and/or take any other appropriate action to determine this Lease.

- 6.2.3. If Network Rail requires an alteration of the route of access or the relocation of Parking Spaces for the purpose of demolition or reconstruction or redevelopment of the Station (or any part of it) or for the purpose of carrying out works of construction on the Station (or any part of it) or for the purpose of reorganising the Station layout, the Landlord shall operate the provisions contained in the Standard Letting Conditions regarding such alteration or relocation for such purposes in such manner as Network Rail shall reasonably require.
- 6.3. The Tenant covenants with the Landlord and as a separate covenant with the Reversionary Landlord to permit the Landlord or (during the term demised by clause 3 of this Lease) the Reversionary Landlord (including their respective agents, professional advisers, contractors, workmen and others) upon reasonable notice at reasonable times (except in emergency when no notice will be required) to enter upon the Premises for any purpose that is in the reasonable opinion of the Landlord or (during the term demised by clause 3 of this Lease) the Reversionary Landlord necessary to enable it to comply with the covenants on the part of the lessee and the conditions contained in the Superior Lease and/or to comply with any other obligations and/or exercise any rights (whether statutory, common law, contractual or otherwise) for the time being affecting the Station and/or the railway undertaking.
- 6.4. It is agreed that:
  - 6.4.1. reference to any rights granted or reserved by this Lease to the Landlord and/or the Reversionary Landlord (including, but not limited to, rights of entry and access to the Premises and rights to affix notices to the Premises) shall be exercisable by the Superior Landlord as well as by the Landlord and/or the Reversionary Landlord and all persons authorised by the Landlord, the Reversionary Landlord and the Superior Landlord (including agents, professional advisers, contractors, workmen and others) in common with all other persons having a like right;
  - 6.4.2. no delay or omission by the Superior Landlord or the Reversionary Landlord in exercising any right, power or remedy under this Lease shall operate to impair or waive that or any other right, power or remedy. Any single or partial exercise of any such right, power or remedy shall not preclude any further exercise of that or any other right, power or remedy;
  - 6.4.3. nothing contained in this Lease shall confer upon the Tenant any right to the benefit of or to enforce any covenant or agreement contained in the Superior Lease or any other instrument whatsoever supplemental to the Superior Lease;
  - 6.4.4. the expression "the costs" as used in the Standard Letting Conditions shall be deemed to include not only those reasonable and proper costs, expenses, outgoings and other expenditure which have been directly incurred or made by the Landlord or the Reversionary Landlord but also such sums as shall have been paid to the Superior Landlord by the Landlord or the Reversionary Landlord on account of expenditure incurred by the Superior Landlord in relation to the Station;
  - 6.4.5. where the consent or approval of the Landlord or the Reversionary

Landlord is required to any act matter or thing under the terms of this Lease, the consent of the Superior Landlord shall also be required wherever requisite under the covenants and conditions in the Superior Lease PROVIDED that nothing in this Lease shall be construed as imposing on the Superior Landlord any obligation (or indicating that such obligation is imposed on the Superior Landlord by virtue of the terms of the Superior Lease) not unreasonably to refuse any such consent or approval;

- 6.4.6. where any matter is to be carried out to the satisfaction of the Landlord or the Reversionary Landlord it shall also be carried out to the reasonable satisfaction of the Superior Landlord and all registrations and notices whenever requisite under the terms of the Lease shall be sent by the Tenant to the Superior Landlord as well as the Landlord and Reversionary Landlord.

6.5. The Tenant covenants with the Superior Landlord that:

- 6.5.1. any indemnity or undertaking to pay certain costs and expenses given by the Tenant to the Landlord in the Standard Letting Conditions shall take effect as if modified to include such necessary amendments as to give an equivalent indemnity by the Tenant to the Superior Landlord; and
- 6.5.2. the Tenant shall perform and observe all those obligations, covenants, restrictions and other matters contained in this Lease on the part of the Tenant to be observed and performed.

## **7. COVENANTS FOR QUIET ENJOYMENT BY THE LANDLORD AND THE REVERSIONARY LANDLORD**

- 7.1. The Landlord covenants with the Tenant that during the term granted by clause 2 of this Lease (subject to the Tenant paying the Rent as and when it ought to be paid and observing and performing all the covenants and conditions contained in this Lease and on the part of the Tenant to be performed and observed) the Tenant shall peaceably hold and enjoy the Premises without any disturbance or interruption by the Landlord or any person or persons rightfully claiming through under or in trust for the Landlord PROVIDED ALWAYS that neither the carrying on by the Landlord or the Superior Landlord of their undertakings on their adjoining or neighbouring land in exercise of and subject to their statutory and common law obligations nor the grant by the Landlord or the Superior Landlord of any permission properly given to use railway facilities shall be deemed to be a breach of this covenant or to be in derogation from the Landlord's grant.
- 7.2. The Reversionary Landlord covenants with the Tenant that during the term granted by clause 3 of this Lease (subject to the Tenant paying the Rent as and when it ought to be paid and observing and performing all the covenants and conditions contained in this Lease and on the part of the Tenant to be performed and observed) the Tenant shall peaceably hold and enjoy the Premises without any disturbance or interruption by the Reversionary Landlord or any person or persons rightfully claiming through under or in trust for the Reversionary Landlord PROVIDED ALWAYS that neither the carrying on by the Reversionary Landlord or the Superior Landlord of their undertakings on their adjoining or neighbouring land in exercise of and subject to their statutory and common law obligations nor the grant by the Reversionary Landlord or the Superior Landlord of any permission properly given to use railway facilities shall be deemed to be in breach of this covenant or to be in derogation from the Reversionary Landlord's grant.

## 8. INTER-RELATIONSHIP BETWEEN INITIAL TERM AND FUTURE TERM

- 8.1. Having regard that this Lease constitutes a demise of separate terms by the Landlord and the Reversionary Landlord respectively the Tenant covenants with the Landlord and the Reversionary Landlord that, to the extent alienation is permitted in accordance with the Standard Letting Conditions, then at all times during the term granted by clause 2 of this Lease the Tenant shall not assign, charge, or part with possession (except by way of an underlease) of either term in any manner whatsoever other than contemporaneously with and on the same terms and to the same person which shall take an assignment or charge (as appropriate) of the other term created by this Lease.
- 8.2. If the Yearly Rent payable by the Tenant shall be increased by agreement (actual or deemed) or by arbitration during the period of the term created in clause 2 of this Lease then the increased yearly rent shall be the Yearly Rent payable at the commencement of the term created in clause 3 of this Lease.
- 8.3. A notice served during the term created by clause 2 of this Lease shall be an effective notice for the purpose of the term created in clause 3 of this Lease and where a notice is served during the term created by clause 2 of this Lease which will expire during the term created by clause 3 of this Lease then any period of time that has elapsed since such notice was served will still be taken into account for the purposes of calculating the date on which such notice will expire.
- 8.4. The parties agree that the provisions and covenants contained in this Lease and those contained in the Standard Letting Conditions shall take effect as if they were modified to include such necessary amendments as to give effect to the following provisions:
  - 8.4.1. any notice served by any of the parties to this Lease upon another party to this Lease during the term of years created by clause 2 of this Lease must also be served on all other parties to this Lease;
  - 8.4.2. during the term of years created by clause 3 of this Lease any covenants given by the Tenant shall be construed as if they had been given to the Reversionary Landlord at the date of the commencement of the term created by clause 2 of this Lease;
  - 8.4.3. any covenant on the part of the Tenant imposed by or right granted to the Landlord reserved in this Lease and/or in the Standard Letting Conditions by reference to the date of expiry or earlier determination of the Term shall be deemed to be imposed or reserved by reference to both the date of expiry or earlier determination of the term of years granted by clause 2 of this Lease and the date of expiry or earlier determination of the term of years granted by clause 3 of this Lease;
  - 8.4.4. during the term created by clause 2 of this Lease the Reversionary Landlord shall be entitled to serve a notice to determine this Lease pursuant to the Prior Determination Provisions such notice to expire during the term created by clause 3 of this Lease and in these circumstances the references to the "Landlord" in those clauses shall be read as referring to the "Reversionary Landlord".
- 8.5. The Landlord covenants with the Reversionary Landlord:
  - 8.5.1. The Landlord shall at the written request of the Reversionary Landlord do what is necessary to substitute the Reversionary Landlord in any rent

review proceedings that may be current as at the expiration of the term granted by clause 2 of this Lease and further shall provide to the Reversionary Landlord all such documentation and other information in the Landlord's possession relevant to the conduct of such rent review proceedings as the Reversionary Landlord may reasonably require.

- 8.5.2. To account to the Reversionary Landlord on or as soon as reasonably practicable after the expiration or earlier determination of the term granted by clause 2 of this Lease for any part of the Rent and VAT that may have been received by the Landlord in respect of any period after the expiration of that term.
- 8.5.3. To account to the Reversionary Landlord on or as soon as reasonably practicable after the expiration or earlier determination of the term granted by clause 2 of this Lease for other sums that may have been received by the Landlord in respect of any period after the expiration of that term (other than any part of such sums which have been expended by the Landlord pursuant to the terms of this Lease).
- 8.5.4. In the event that on or after the expiration of or earlier determination of the term granted by clause 2 of this Lease the Landlord shall be entitled to or be in receipt of insurance monies relating to reinstatement of the Premises which have not been fully applied in the reinstatement of the Premises in accordance with the terms of this Lease then the Landlord shall pay them to the Reversionary Landlord PROVIDED THAT where the Reversionary Landlord fails to apply such insurance monies towards the reinstatement of the Premises then the Reversionary Landlord will indemnify the Landlord against any liability that the Landlord may have to the Tenant for the failure to apply such insurance monies towards such reinstatement.
- 8.5.5. At the written request of the Reversionary Landlord to assign to the Reversionary Landlord such rights (if any) as may have accrued to the Landlord as at the expiration of the term granted by clause 2 of this Lease in respect of prior breaches of the covenants by the Tenant.
- 8.5.6. Not to expressly or impliedly waive any breach of covenant by the Tenant under the terms of this Lease without the prior written approval of the Reversionary Landlord, which approval shall not be unreasonably withheld.
- 8.5.7. To use its reasonable endeavours to enforce the covenants on the part of the Tenant contained in this Lease and if reasonably requested by the Reversionary Landlord to bring all such actions and proceedings as the Reversionary Landlord reasonably thinks fit provided always that the Reversionary Landlord shall (where the Landlord has taken such reasonable steps as are necessary at the request of the Reversionary Landlord) indemnify the Landlord from and against all costs, losses or damages which it may suffer by reason of instituting and taking such proceedings.

**PROVIDED THAT** where appropriate and reasonable the Reversionary Landlord shall assign some or all of the above rights to such party as shall become the immediate Landlord of the Tenant during the term created by clause 3 of this Lease.

## **9. FORFEITURE**

- 9.1. During the term created by clause 2 of this Lease if the rents (or any part of them) shall be in arrears for twenty-one (21) days next after becoming payable (whether such rents shall or shall not have been legally demanded), or if there shall be a breach of covenant on the part of the Tenant of the conditions contained or incorporated in this Lease, or if the Tenant (being a body corporate) 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 share capital of an amount reasonably approved by the Landlord and the Superior Landlord in writing, or 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 if the Tenant is struck off from the register of companies or otherwise ceasing to trade or exist, or if the Tenant (not being a body corporate) shall become bankrupt or dies or becomes of unsound mind, or if the Tenant shall enter into composition with or arrangement with its creditors, or if the Tenant shall permit or suffer the Tenant's goods or property on the Premises or any part of them to be taken in execution, then it shall be lawful for the Landlord at any time to re-enter into or upon the Premises (or any part of them in the name of the whole) and to have and enjoy the Premises as of the Landlord's former estate so that this Lease shall absolutely determine but without prejudice to any rights and remedies of the Landlord and the Superior Landlord then subsisting.
- 9.2. During the term created by clause 3 of this Lease if the rents (or any part of them) shall be in arrears for twenty-one (21) days next after becoming payable (whether such rents shall or shall not have been legally demanded), or if there shall be a breach of covenant on the part of the Tenant or of the conditions contained or incorporated in this Lease, or if the Tenant (being a body corporate) 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 share capital of an amount reasonably approved by the Reversionary Landlord and the Superior Landlord in writing, or 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 if the Tenant is struck off from the register of companies or otherwise ceasing to trade or exist or if the Tenant (not being a body corporate) shall become bankrupt or dies or becomes of unsound mind, or if the Tenant shall enter into composition with or arrangement with its creditors, or if the Tenant shall permit or suffer the Tenant's goods or property on the Premises or any part of them to be taken in execution, then it shall be lawful for the Reversionary Landlord at any time to re-enter into or upon the Premises (or any part of them in the name of the whole) and to have and enjoy the Premises as of the Reversionary Landlord's former estate so that this Lease shall absolutely determine but without prejudice to any rights and remedies of the Reversionary Landlord and the Superior Landlord then subsisting.

## **10. VARIATION OF LEASE**

The Tenant and the Landlord covenant with both the Superior Landlord and the Reversionary Landlord not to vary or agree to the variation of the terms of the tenancy created by clause 2 of this Lease (including any commutation or reduction of rent) without the consent of both the Superior Landlord and the Reversionary Landlord.

## **11. ASSIGNMENT OF SUPERIOR LEASE**

- 11.1. For the purposes of this clause 11 the term "Superior Lease" shall mean the lease referred to in section 7 of the Particulars only and the term "Superior Landlord" shall be construed accordingly.



- 11.2. On the Expiry Date the Landlord shall assign the Premises to the Tenant for the residue of the term granted by the Superior Lease and the Tenant shall accept the assignment on the terms set out below.
- 11.3. The Superior Landlord confirms its consent pursuant to the Superior Lease to the assignment referred to in clause 11.2 on the terms set out below.
- 11.4. The provisions of this clause 11 shall be absolutely void and have no effect in any of the following circumstances:
  - 11.4.1. the occurrence of any of the events described in clauses 3.2.1, 3.2.2 and 3.2.3; and/or
  - 11.4.2. the termination (including, for the avoidance of doubt, surrender or forfeiture) of the term granted by the Superior Lease before the Expiry Date.
- 11.5. The Landlord and the Superior Landlord agree that provisions equivalent to paragraph 21.1 of the Standard Franchise Station Letting Conditions 2010 shall not apply in relation to the assignment referred to in clause 11.2.
- 11.6. It is agreed that as between the Landlord and the Tenant nothing in this clause 11 shall restrict the Landlord's ability and rights (if any) to surrender the Superior Lease whether in whole or in part.
- 11.7. The terms of the agreement to assign the Premises to the Tenant are as follows:
  - 11.7.1. The Landlord agrees to sell and the Tenant agrees to purchase the Premises for all the unexpired residue of the term granted by the Superior Lease in consideration of the performance and observance of the covenants by the Tenant set out below.
  - 11.7.2. The Landlord sells with full title guarantee.
  - 11.7.3. The Premises are sold subject to:
    - 11.7.3.1. the covenants and conditions on the part of the lessee contained in or arising in respect of the Superior Lease (other than the Excluded Provisions as defined in clause 11.7.15 below) and so far as they affect the Premises; and
    - 11.7.3.2. all matters in the nature of easements, rights, exceptions, reservations, restrictions, covenants, conditions and agreements affecting the Premises.
  - 11.7.4. Title shall commence with the Superior Lease and the Tenant or the Tenant's solicitors having been supplied with a copy of it prior to the date of this agreement, the Tenant shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisitions in relation to the title.
  - 11.7.5. The Standard Conditions of Sale (third edition) shall apply to this schedule in so far as they are applicable to a sale by private treaty and are not inconsistent with the terms of this clause 11.
  - 11.7.6. Completion of the sale and purchase shall take place on the Expiry Date

at the offices of the Landlord's solicitors or where they may direct.

- 11.7.7. The Landlord covenants with the Tenant that notwithstanding completion of the assignment the Landlord shall continue to perform and observe the Excluded Provisions during the residue of the term granted by the Superior Lease.
- 11.7.8. The Tenant covenants with the Landlord and the Superior Landlord that from the Expiry Date during the residue of the term granted by the Superior Lease the Tenant shall perform and observe the covenants and obligations on the part of the lessee contained in or arising in respect of the Superior Lease (except the Excluded Provisions) so far as they affect the Premises and shall keep the Superior Landlord and the Landlord and their respective successors in title indemnified against all actions, claims, demands, losses, costs, damages, liabilities whatsoever arising or incurred by the Superior Landlord by reason of any breach of such covenants and obligations occurring on or after the Expiry Date.
- 11.7.9. In consideration of the consent given by the Superior Landlord under clause 11.3 the Landlord as primary obligor (and not merely as guarantor) covenants with the Superior Landlord that from the Expiry Date throughout the residue of the term granted by the Superior Lease (save to the extent that the Tenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995) the Tenant shall perform and observe the covenants and obligations on the part of the lessee contained in or arising in respect of the Superior Lease (except the Excluded Provisions) so far as they affect the Premises and that in the event of default by the Tenant the Landlord shall indemnify and keep indemnified the Superior Landlord against all actions, claims, demands, expenses, liabilities and losses arising or incurred by the Superior Landlord in consequence of such default provided that any neglect, time or forbearance of the Superior Landlord in enforcing any covenant or condition or any other act or thing whereby (but for this provision) the Landlord might or would have been released or the liability of the Landlord would have been affected shall not release, exonerate or in any way affect the liability of the Landlord under this clause.
- 11.7.10. The Superior Landlord covenants with the Tenant that from the Expiry Date throughout the residue of the term granted by the Superior Lease the Superior Landlord shall perform and observe the covenants and obligations on the part of Network Rail contained in or arising in respect of the Superior Lease so far as they affect the Premises.
- 11.7.11. Without prejudice to the Landlord's obligations under 11.7.9, the Superior Landlord covenants with the Tenant not to take any enforcement or other action against the Tenant or make any claim against or demand to the Tenant in respect of any breach of any covenant or obligation on the part of the lessee contained in or arising in respect of the Superior Lease where such breach occurs prior to the Expiry Date PROVIDED that:
  - 11.7.11.1. this shall not release, exonerate or in any way affect the liability of the Landlord in respect of such breach; and
  - 11.7.11.2. notwithstanding this, the Superior Landlord shall not be prevented from taking enforcement or other action against the Tenant in respect of any breach of covenant or other obligation on the part of the Tenant contained or arising in respect of the

Superior Lease where such breach occurs after the Expiry Date and whether or not it is of the same nature as or the continuation of a breach of covenant or other obligation first occurring or arising prior to the Expiry Date.

- 11.7.12. The Tenant covenants with the Landlord and as a separate covenant with the Superior Landlord that from the Expiry Date during the residue of the term granted by the Superior Lease the Tenant shall perform and observe the covenants contained in the Standard Letting Conditions which are material to the safety and/or operation of the Premises or the Station or the railway undertaking as if they were repeated in this clause 11.7.12 in full.
- 11.7.13. The Landlord and the Tenant agree that from the Expiry Date during the residue of the term granted by the Superior Lease:
- 11.7.13.1. the Landlord shall grant to the Tenant rights equivalent to those enjoyed by the Tenant immediately before the Expiry Date under the tenancy created by clause 2 of this Lease;
- 11.7.13.2. there shall be excepted and reserved in favour of the Landlord (and all persons claiming under it or permitted by it or any other person for the time being entitled to the same rights) rights equivalent to those excepted and reserved unto the Landlord immediately before the Expiry Date under the tenancy created by clause 2 of this Lease.
- 11.7.14. The provisions of this clause 11.7 shall not merge on completion of the assignment of the Premises so far as they remain to be performed.
- 11.7.15. In this clause 11.7 the term "Excluded Provisions" means all covenants by the lessee to pay the rents and other sums payable under the Superior Lease.

## **12. CERTIFICATE**

This Lease is a new tenancy within the meaning of s.1 of the Landlord and Tenant (Covenants) Act 1995.

## **13. ENTIRE AGREEMENT**

- 13.1. This Lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this Lease and supersedes any previous agreement between the parties relating to the transaction.
- 13.2. The Tenant acknowledges that in entering into this Lease it has not relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord and/or the Superior Landlord. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

## **14. EXCLUSION OF LANDLORD AND TENANT ACT 1954**

Following service of the notices the Landlord the Reversionary Landlord and the Tenant agree that the provisions of s24 to s28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancies created by this Lease.

**15. COUNTERPARTS**

This Lease may be executed in one or more counterparts each of which will constitute one and the same document.

**16. GOVERNING LAW AND JURISDICTION**

This Lease shall be governed by and construed in accordance with the laws of England and the Landlord, the Tenant and any Guarantor irrevocably agree to submit to the exclusive jurisdiction of the Courts of England over any claim or matter arising under or in connection with this Lease or the legal relationships established by it.

**17. LAW OF PROPERTY ACT 1925**

The operation of the Law of Property Act 1925 section 62 is excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease.

**IN WITNESS** whereof the parties have executed this Lease as a deed (and shall not have effect until) the day and year first before written.

**ANNEX A**  
Franchise Station Underlease  
Standard Letting Conditions

## **FRANCHISE STATION UNDERLEASE STANDARD LETTING CONDITIONS**

### **1 DEFINITIONS**

In this Lease:

- 1.1 the following words and expressions shall where the context so admits have the following meanings:

**“Access Beneficiary”** means a beneficiary under an access contract as defined in s.17 of the Railways Act 1993;

**“CDM Regulations”** means the Construction (Design and Management) Regulations 2015;

**“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;

**“Consent Portal”** means Network Rail's application consent portal (<https://lc.networkrail.co.uk/Workflow/ApplicationStart>) or any replacement portal from time to time set up by Network Rail to administer applications for consent pursuant to these Franchise Station Underlease Standard Letting Conditions;

**“Environmental Performance”** shall mean all or any of the following:

- a) the consumption of energy and associated generation of greenhouse gas emissions;
- b) the consumption of water;
- c) waste generation and management;
- d) any other environmental impact arising from the use or operation of the Premises or the Station;

**“EPB Regulations”** shall mean the Energy Performance of Buildings (England and Wales) Regulations 2012;

**“EPC”** shall mean an Energy Performance Certificate and Recommendation Report (as defined in the EPB Regulations);

**“Group Company”** means a company that is a member of the same group as the Tenant within the meaning of Section 42 of the 1954 Act;

**“Health and Safety File”** means any health and safety file required to be prepared pursuant to the CDM Regulations;

**“Insured Risks”** means:

- (i) (to the extent that these are normally insurable in respect of the Station on normal commercial terms with a member of the Association of British Insurers and subject to such exclusions, excesses, limitations, terms and conditions as may be contained in the policy taken out by the Landlord or the Superior Landlord) fire, lightning, explosion, aircraft but not hostile aircraft, subterranean fire, earthquake, riot and civil commotion, malicious damage, impact (including impact by rolling stock of any type), flood, storm, tempest, subsidence and terrorism PROVIDED THAT if the Landlord or the Superior Landlord shall be unable to effect insurance at reasonable cost against any one or more of these

- risks such risk or risks shall for the purposes of this Lease be deemed to be excluded from the definition of "Insured Risks"; and
- (ii) such other insurable risks as the Landlord (or the Superior Landlord) may from time to time reasonably require to have insured;

- 1.2 Where any of the Superior Landlord, the Reversionary Landlord the Landlord or the Tenant consists of two or more persons then their respective obligations in that capacity shall be with joint and several liability on their part.
- 1.3 Every obligation in this Lease which prohibits the Tenant from doing something includes an obligation by the Tenant not to permit or suffer that thing to be done.
- 1.4 References in this Lease to costs of the Landlord include reasonable and proper in-house or administrative costs.
- 1.5 Save as otherwise stated references in these Standard Letting Conditions to clauses and schedules are to clauses of and schedules to (as the case may be) these Standard Letting Conditions.

## **2 RIGHTS AND OTHER MATTERS**

### **2.1 Rights Granted**

There are granted to the Tenant the rights and easements set out in the Third Schedule.

### **2.2 Exceptions and Reservations**

There are excepted and reserved out of this Lease to the Landlord, the Reversionary Landlord and all persons claiming under or permitted by either of them or any other person for the time being so entitled the rights, easements and matters set out in the Fourth Schedule.

### **2.3 Third Party Rights**

This Lease is granted subject to any rights, easements, reservations, privileges, covenants, restrictions, stipulations and other matters of whatever nature affecting the Premises including any exceptions, reservations and other matters contained or referred to in the Superior Lease so far as any of them relate to the Premises and are still subsisting and capable of taking effect.

## **3 RENT REVIEW**

Not applicable

## **4 TENANT'S COVENANTS**

The Tenant covenants with the Landlord:

### **4.1 To Pay Rent**

To pay the Landlord the Rent including all increases at the time and in the manner provided in this Lease.

## 4.2 Insurance

- 4.2.1 Not to do or permit or suffer upon the Premises any act or thing or bring or suffer to be brought onto the Premises any articles or things which shall or may cause any policy of the insurance of the Station or any part of the Station or any adjacent property to become void or voidable in whole or in part or the premiums payable in respect of any such policy to be increased over the ordinary or common rate or in any way render wholly or partly irrecoverable the insurance monies which otherwise would have been payable.
- 4.2.2 In the event of the Premises or any part of them being destroyed or damaged by any cause whatsoever to give notice to the Landlord and the Superior Landlord as soon as such destruction or damage shall come to the notice of the Tenant stating (if the Tenant is aware of this) whether and to what extent such destruction or damage was brought about directly or indirectly by any of the Insured Risks.
- 4.2.3 In the event of the Premises or any other part of the Station or any adjacent property being destroyed or damaged by any of the Insured Risks and the insurance money under any insurance effected on them or it being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant or the Tenant's employees or agents or any one at the Premises with the consent of the Tenant, then and in every such case the Tenant will forthwith on demand pay to the Landlord or (if the relevant insurance is effected by the Superior Landlord) the Superior Landlord such irrecoverable insurance monies.
- 4.2.4 To comply at all times with any requirements and recommendations of the insurers of the Premises or the Station so far as these are known to the Tenant and not do or suffer or omit anything which would or may be likely to increase the risk of damage by any of the Insured Risks.
- 4.2.5 To give notice to the Landlord or the Superior Landlord immediately on the happening of any event or thing which might affect any insurance policy relating to the Premises.
- 4.2.6 The Tenant shall not effect any separate insurance of the Premises (other than for the Statue and in respect of any Tenant's Works) 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 the terms of this Lease. If the Tenant shall be entitled to the benefit of any insurance covering any part of the Premises which is not effected or maintained in pursuance of the obligations contained in this Lease, the Tenant shall apply any money received from such insurance in making good the loss or damage in respect of which such money shall have been received.
- 4.2.7 The Tenant shall effect insurance to the reasonable satisfaction of the Landlord in respect of third party liability and employer's liability in a sum and for risks previously approved by the Landlord and produce to the Landlord within 7 days of written demand the policy and premium receipts but shall not affect any other insurance on the Premises or the Station (subject to clause 4.2.8 below) without the prior written consent of the Landlord and if, despite this restriction, the Tenant shall become entitled to any such insurance monies, the Tenant shall cause all money paid under such insurance to be applied in making good the loss or damage in respect of which it was paid.



- 4.2.8 The Tenant shall effect insurance to the reasonable satisfaction of the Landlord in respect of the Statute in a sum and for risks previously approved by the Landlord and produce to the Landlord within seven (7) days of written demand the policy and premium receipts but shall not affect any other insurance on the Premises or the Station (subject to clause 4.2.8 above) without the prior written consent of the Landlord and if, despite this restriction, the Tenant shall become entitled to any such insurance monies, the Tenant shall cause all money paid under such insurance to be applied in making good the loss or damage in respect of which it was paid.
- 4.2.9 If the Tenant shall become entitled to any insurance money in respect of public liability risks of the Premises 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 and/or the Superior Landlord under this Lease.
- 4.2.10 If not already provided the Tenant shall produce to the Landlord evidence of all valid insurance policies required under the terms of this Lease within seven (7) days of completion of this Lease.
- 4.2.11 To notify the Landlord in writing of the full reinstatement cost of any fixtures and fittings installed at any time by the Tenant and which may become landlord's fixtures and fittings for the purpose of enabling the Landlord or the Superior Landlord to effect adequate insurance cover for them.

**4.3 Service Rent**

Not applicable

**4.4 Interest on Late Payment**

In the event of any sum payable under this Lease or any part of it remaining unpaid for ten (10) days after the date of demand the Tenant shall pay to the Landlord interest on the amount outstanding (without prejudice to any other right or remedy then subsisting or available to the Landlord under this Lease in respect of any breach or non-observance of any obligation on the part of the Tenant) calculated on a daily basis at the rate of four (4) per centum 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 (as well after as before judgment), such interest to be compounded on the usual quarter days and paid without any deduction save as required by statute.

**4.5 Payment of Rent and Interest on Late Determination of Rent Review**

Not applicable

**4.6 To Pay Outgoings**

To pay or repay to the Landlord all rates, taxes, charges, duties, impositions, assessments and outgoings whatsoever (whether chargeable upon landlord or tenant, whether or not of a capital or non-recurring nature and even if of a wholly novel character) now or later imposed, charged or assessed upon or payable in respect of the Premises or the owner or occupier of the Premises or such proportionate parts of such matters as shall be certified by the Landlord's Surveyor to be applicable to the Premises where any of them shall not be separately imposed, charged, assessed or payable PROVIDED always:

- 4.6.1 that any payment made in lieu of rates under the Local Government Finance Act 1988 or any legislation amending or replacing this in respect of the Premises shall be treated as a payment of rates;
- 4.6.2 that this covenant shall not apply to any tax payable by the Landlord as a direct result of a disposal or like dealing with its reversionary interest in the Premises;
- 4.6.3 if, after the end of the Term the Landlord or Superior Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord or Superior Landlord as applicable, an amount equal to the relief or exemption that the Landlord or Superior Landlord has lost; and
- 4.6.4 the Tenant shall not make any proposal to alter the rateable value of the Premises or that value as it appears on any draft rating list, without the approval of the Landlord.

**4.7 Services**

Not applicable

**4.8 Contribution to Common Facilities**

Not applicable

**4.9 Planning Permissions**

- 4.9.1 To obtain and maintain any necessary planning and other statutory consents for the Permitted Use of the Premises without expense to the Landlord but not to make any application for planning permission without the prior written consent of the Landlord and the Superior Landlord (such consent not to be unreasonably withheld) and upon obtaining any planning permission immediately to produce to the Landlord and the Superior Landlord for noting the document granting it.
- 4.9.2 Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Town and Country Planning Act 1990 and also any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute.
- 4.9.3 The Tenant shall make no objection, complaint or representation or appeal (whether of a formal or informal nature) against or in respect of any planning application made by or on behalf of the Landlord or the Superior Landlord (or any company which is for the time being a Group Company of either of them) in respect of any adjoining or neighbouring property or of any part of the Station insofar as it impacts upon the Premises and provided that the Tenant's functions as local planning authority are not affected.

**4.10 Local Authority Notices**

Immediately upon the receipt of any notice, order, direction, licence, consent or permission or any proposal for any of these from a local authority, governmental or similar body relating to the Premises or the neighbourhood or the use or occupation of the Premises to give full particulars of it to the Landlord and if required to produce such

notice order or other such matters to the Landlord and 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 other such matters as the Landlord shall reasonably deem expedient provided that the Tenant's statutory functions are unaffected and that the Tenant shall not be required to undertake any action which it reasonably considers to be contrary to the public interest.

#### **4.11 Alterations**

4.11.1 Subject to clause 4.11.2 and 4.11.3, no alterations or additions shall be made to the Premises and such alterations shall not be made without the consent in writing of the Landlord, Superior Landlord and Reversionary Landlord (such consent not to be unreasonably withheld or delayed) and otherwise than in accordance with the following requirements:

- (a) they shall be carried out in accordance with plans and specifications previously submitted to and approved by the Landlord the Superior Landlord and the Reversionary Landlord; and
- (b) they shall be carried out in accordance with the provisions of Annex C and executed under the superintendence of the Landlord's Surveyor (if so required) and to his satisfaction in all respects and to the satisfaction of the Superior Landlord, Reversionary Landlord and any local authority, governmental or similar body having jurisdiction in the matter.

4.11.2 Not to make any alterations or additions to the Premises which in the Landlord, the Superior Landlord or Reversionary Landlord's reasonable opinion materially adversely affects the Environmental Performance of the Premises, the Building or the Station and/or any EPC rating of any of them.

4.11.3 Where the consent of the Superior Landlord and/or the Reversionary Landlord is required for any alterations, any application for consent shall only be valid if lodged through the Consent Portal.

#### **4.12 User**

That no part of the Premises shall be used otherwise than as and for the Permitted Use.

#### **4.13 Statutory Requirements**

4.13.1 At the Tenant's own expense 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 Premises or any works, activities or alterations on the Premises (whether required of the Landlord, the Tenant or any other person) And at all times to keep the Landlord and the Superior Landlord indemnified in respect of all related costs, claims, liability and expenses.

4.13.2 Without prejudice to the generality of clause 4.13.1 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 Premises and the Landlord and the Tenant agree that to the extent that the Landlord may be a client for the purposes of the CDM Regulations, the Tenant is to be treated as the only client in respect of the works for the purposes of the CDM Regulations and (without limitation):

- (a) to comply with its obligations as a client for the purposes of the CDM Regulations and ensure that the principal designer and the principal contractor that it appoints in relation to the works;
- (b) to comply with their respective obligations under the CDM Regulations (including but not limited to the preparation of a construction phase plan by the principal contractor which is to be reviewed through the duration of the works);
- (c) to assist the Tenant in performing the Tenant's duties as client under the CDM Regulations;
- (d) to ensure that all relevant documents relating to the works are placed in the Health and Safety file for the Premises by the principal designer or principal contractor in accordance with the CDM Regulations;
- (e) to maintain the Health and Safety file for the Premises in accordance with the CDM Regulations and ensure that all relevant documents relating to the works are placed in the Health and Safety File for the Premises by the principal designer or principal contractor in accordance with the CDM Regulations and otherwise the Tenant shall comply with its obligations in this Lease relating to those documents and the Health and Safety File;
- (f) to procure that the Health and Safety Executive will be notified of such works in accordance with the CDM Regulations including (without limitation) notice of the person who is acting as the client in respect of such works and to supply to the Landlord and the Superior Landlord a copy of such notice;
- (g) to maintain the Health and Safety File in relation to such works and update it as necessary whenever any further works are carried out by or on behalf of the Tenant or any undertenant at the Premises and in any event immediately upon being required to do so by the Landlord or the Superior Landlord from time to time;
- (h) at its own cost to make available the Health and Safety File in relation to such works for inspection from time to time by the Landlord and the Superior Landlord and those authorised by either of them and to supply to the Landlord and the Superior Landlord on request a copy of the Health and Safety File; and
- (i) at the expiration or sooner determination of the Term to deliver to the Landlord all Health and Safety Files relating to the Premises which are or which ought to be held by the Tenant and to deliver them to any assignee of the Premises on completion of an assignment.

#### 4.14 **Repair**

- 4.14.1 To keep the Premises and every part of them in good and substantial repair and condition to the reasonable satisfaction of the Landlord.
- 4.14.2 To keep the Statue, once erected in accordance with the terms of this lease and unless the Statue is removed from the Premises, in good and substantial repair and condition to the reasonable satisfaction of the Landlord and to make good any damage caused to the Statue (including but

not limited to removal of any graffiti) promptly to the reasonable satisfaction of the Landlord.

#### 4.15 **Decoration**

If required by the Landlord, to decorate in every third year of the Term and also in the last year of the Term (howsoever determined) in a good and workmanlike manner in accordance with good modern decorative practice from time to time prevailing the Statue, its plinth and any visible parts of the Premises and to ensure that the Premises and the Statue present an appropriate standard of presentation (to the satisfaction of the Landlord) when viewed from other parts of the Station.

#### 4.16 **Yielding Up**

4.16.1 At the expiration or sooner determination of the Term quietly and peaceably to deliver up the Premises leaving them in good and substantial repair and condition to the satisfaction of the Landlord having first (if required by the Landlord so to do) removed any alterations carried out under this Lease, including those permitted under clause 4.11, any Tenant's Works under Annex C or 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 or any legislation amending or replacing these may have been granted for a limited period only, and having made good to the satisfaction of the Landlord all damage occasioned to the Premises and the Station by or in such removal in accordance with paragraph 6 of Annex C and for the avoidance of doubt, the Statue is an alteration which must be removed at the end of the Term in accordance with this paragraph.

4.16.2 If the Tenant has not removed all of its property from the Premises by the end of the Term:

- (a) the Landlord may dispose of that property as the agent of the Tenant;
- (b) the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been disposed of in the genuine but mistaken belief that it belonged to the Tenant; and
- (c) the Landlord must pay to the Tenant the proceeds of the disposal after deducting the costs of transportation, storage and disposal incurred by the Landlord.

#### 4.17 **Outstanding Repairs**

To permit the Landlord or its agents at all reasonable times to enter on the Premises for the purpose of viewing and seeing their condition and 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 PROVIDED that if such notice be not complied with within one (1) month it shall be lawful for the Landlord to carry out the work referred to in such notice and the expense of carrying out such work shall be repaid by the Tenant to the Landlord on demand.

#### 4.18 **Defective Premises Act 1972**

To give to the Landlord immediate written notice of any defects or need of repair or renewal in the Premises for which the Landlord may be or become liable under the

Defective Premises Act 1972 or for the remedy of which the Landlord may be responsible.

#### 4.19 **Signs and Advertisements**

That:

- 4.19.1 there shall not be displayed at the Premises 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 (whose opinion as to questions affecting the safety of the railway shall not be open to question by the Tenant) to be so confused. And if any lights, lighted sign or other illumination at the Premises shall at any time be found to cause such confusion or to be likely to cause such confusion then the Tenant shall upon written request by the Landlord forthwith cease or prevent their display so as to avoid such confusion or likely confusion; and
- 4.19.2 without prejudice to the requirements set out above no sign, placard or advertisement whatsoever shall be fixed or placed on the Premises other than a notice in a form to be approved by the Landlord of the name of the Tenant and/or any underlessees and such description of their business as shall be so approved (which approval shall not be unreasonably withheld or delayed).

#### 4.20 **Alienation**

The Tenant shall not assign underlet transfer sublet charge part with or share possession of the whole or any part of the Premises nor hold the Premises on trust for another or permit another to occupy them. The Premises must be solely occupied by the Tenant.

#### 4.21 **Prohibited User**

That no public sale or sale by auction shall be held upon the Premises nor shall they be used for any illegal or immoral purposes.

#### 4.22 **Encroachments**

- 4.22.1 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 Premises by the consent of such third party or 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 but:
- (a) in the event of any such third party doing or threatening to do anything which obstructs or would obstruct such access of light or air to notify this forthwith in writing to the Landlord;
  - (b) to take all necessary steps to prevent and not to suffer any encroachment upon the Premises or the acquisition of any right to light or air passage, drainage or other easement over upon or under the Premises and forthwith to give notice in writing to the Landlord of any threatened encroachment or attempt to acquire any such easement;

- (c) to permit the Landlord to bring any action it considers suitable in the name of the Tenant in respect of the obstruction of the light or air to any windows or opening in the Premises or in respect of any encroachment or easement; and
- (d) in the event of failure by the Tenant to comply with these requirements regarding encroachments and acquisitions of easements then to permit the Landlord to enter upon the Premises for the purpose of taking such of the necessary steps as are mentioned above and 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 Premises or in respect of any such encroachment or easement.

- 4.22.2 Not to stop up or obstruct any of the windows or lights belonging to the Premises and shall not permit any new window light opening doorway passage conduit or other encroachment or easement to be made or acquired into on or over the Premises or any part of them.
- 4.22.3 Not to encroach onto or use any other parts of the Station or neighbouring land.
- 4.22.4 The Tenant shall not acquire any easement right or privilege which might restrict or affect the rebuilding alteration or development of the Station or any other premises and the Tenant shall not be entitled to compensation for any damage or disturbance caused by or suffered through any such works.

#### 4.23 **Excavations danger and nuisance**

That:

- 4.23.1 no earth, clay or other substance shall be excavated upon the Premises and that no act shall be done upon the Premises which may endanger the safety or stability of the Landlord's railway or property or of any neighbouring property;
- 4.23.2 no inflammable, noxious, offensive, combustible, dangerous or explosive substance liquid or gas shall be stored or placed upon the Premises 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 authorised use of the Premises and then only in accordance with such conditions and stipulations as may be imposed from time to time by the Landlord in respect of delivery, storage and use;
- 4.23.3 nothing shall remain or be done upon the Premises or (in connection with the use or occupation of the Premises) on the Landlord's or the Reversionary Landlord's adjoining or 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 the Reversionary Landlord or its tenants, Access Beneficiaries, customers or traders or their respective neighbouring property or persons or to rail passengers;
- 4.23.4 refuse shall not be permitted to accumulate on the Premises and the Tenant shall keep the Premises free from vermin and maintain them (and so far as practicable any adjoining road frontage) in a tidy condition to the satisfaction of the Landlord's Surveyor and in the event of default shall permit the

Landlord to enter upon the Premises to carry out the work and the expense of this shall be repaid by the Tenant to the Landlord on demand;

4.23.5 there shall not in connection with the use or occupation of the Premises be obstructed any roads or footpaths adjoining or near to the Premises nor shall any equipment at the Station which is not the property of the Tenant be interfered with or endangered; and

4.23.6 the Tenant shall not do or permit to be done or omit (whether as a result of the rights granted by this Lease or otherwise) anything which would interfere with the common station amenities or increase the risk of loss or damage to those amenities or adversely affect the common station services and without limitation to the generality of this, no vehicles shall be parked either permanently or temporarily for loading or unloading or otherwise on any accessway or turning or similar area at the Station so as to cause any obstruction or hazard or interfere in any way with the free flow of vehicular traffic at the Station.

**4.24 Reletting/Sale Notices**

Not used

**4.25 Overloading**

That nothing shall be done or omitted at the Premises by which any of the floors, walls, staircases or structural parts of the Premises shall or may be overloaded and the structural stability of the Premises is not to be endangered.

**4.26 Misuse of Services**

That:

4.26.1 there shall not pass from any part of the Premises into any Conduits now or later serving the Premises any liquid or substance which shall cause an obstruction in or injure such Conduits (and in the event of any such obstruction or injury the Tenant shall forthwith make good any damage to the satisfaction of the Landlord and the Superior Landlord);

4.26.2 the Tenant shall keep the Conduits within the Premises or solely serving the Premises protected from frost; and

4.26.3 the Tenant shall not do anything which will cause the designed capacity of any Conduits to be exceeded.

**4.27 Plant maintenance**

To procure that electrical and mechanical plant at the Premises (other than any plant which is referred to in paragraph 2 of the Second Schedule or which is the Landlord's responsibility under the Superior Lease) is properly and regularly serviced by qualified persons and to use and operate competently any such equipment, plant, machinery and apparatus.

**4.28 Window cleaning**

Not applicable



#### 4.29 **Indemnities**

To be responsible for and to keep the Landlord and the Reversionary Landlord indemnified against all damage, losses, costs, expenses, claims and liability suffered by the Landlord and/or the Reversionary Landlord arising directly or indirectly out of:

- 4.29.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and/or under the Tenant's control; or
- 4.29.2 any breach or non-observance by the Tenant of the covenants and conditions of this Lease or any of the matters to which this demise is subject; or
- 4.29.3 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 Premises; or
- 4.29.4 the exercise of the rights granted by this Lease.

#### 4.30 **Costs**

To pay to the Landlord all costs, charges and expenses (including legal costs and surveyors' fees) which may be incurred by the Landlord of and incidental to or in contemplation of:

- 4.30.1 the preparation and service of a notice under s.146 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court;
- 4.30.2 the preparation and service of all notices and schedules relating to wants of repair to the Premises and agreeing such schedules with the Tenant and the supervision by the Landlord (if it so requires) of the making good of such wants of repair and of any other works which may be carried out to the Premises;
- 4.30.3 any application by the Tenant for consent to or approval of any act or thing for which such consent or approval under this Lease is necessary (including (without limitation) any application for consent or approval pursuant to the covenants and conditions contained in any Superior Lease) whether or not such consent or approval is granted and supervising any approved works;
- 4.30.4 obtaining payments of any monies due under this Lease or the rectification of any breach of any covenant or condition contained in the Lease whether or not the same shall be proved by court proceedings including by way of Commercial Rent Arrears Recovery in accordance with the Tribunals Courts and Enforcement Act 2007; and
- 4.30.5 the effects of any forfeiture or exercising Commercial Rent Arrears Recovery for non-payment of rent.

#### 4.31 **Access**

In addition and without prejudice to the other provisions in this Lease, to permit the Landlord and the Superior Landlord and all persons authorised by the Landlord and/or the Superior Landlord (including agents, professional advisers, contractors, workmen and others) upon reasonable notice (except in the case of emergency, when such

notice shall not be required) to enter upon the Premises for any purpose that is in the opinion of the Landlord and/or the Superior Landlord (as the case may be) necessary to enable it or them to comply with the obligations, covenants and conditions contained in the Superior Lease or other obligations relating to the Station.

#### 4.32 **Station Requirements**

To observe and perform the provisions set out in the Fifth Schedule.

#### 4.33 **Disclaimer re: Undertaking**

Not to make any claim or demand whatsoever on the Landlord or the Reversionary Landlord or the Superior Landlord, their employees or agents in respect of any damage, loss, injury or any inconvenience which may be suffered by the Tenant in connection with this lease in consequence of the exercise by the Landlord or the Reversionary Landlord or the Superior Landlord on adjoining or neighbouring land of their statutory powers.

#### 4.34 **Railway Safety**

To comply with the rules and regulations including codes or practices relating to the operation of a railway including those produced by or under the authority of the Landlord, the Department of Transport, the Office of Rail and Road, Network Rail Infrastructure Limited and the Health and Safety Executive including the rail industry safety standards.

#### 4.35 **Railway Superstructure**

If the Premises are located within any bridge, viaduct, railway arch, raft or overlying structure ("the Railway Superstructure") then the Tenant's obligations shall include (in addition to other covenants set out in this Lease) the following covenants:

- 4.35.1 not to cut into or injure the brickwork, foundations or any other part of the Railway Superstructure or install without the previous written approval of the Landlord against or within the Railway Superstructure any machinery, boiler, flues, chimney or furnace;
- 4.35.2 (without prejudice to any user restrictions under this Lease) no paint spraying (other than water paint spraying) shall be carried out beneath the Railway Superstructure without any requisite licence from the local or other appropriate authority and without compliance with any requirements of such authority (including construction of any necessary booth unless formally exempted by the authority) and so that while any such spraying is being carried out no welding activity shall be carried out in the vicinity and adequate ventilation shall be maintained; and
- 4.35.3 where the Railway Superstructure comprises or includes a railway arch then the Tenant shall remove at the request of the Landlord any cladding, false walls and ceilings, metal sheeting or other attachments now or later affixed in such arch to enable the Landlord and the Superior Landlord to carry out (if they so wish) periodic inspection and maintenance of the structure of the Railway Superstructure provided that such request shall not be made more frequently than once every twelve months without good reason.

**4.36 Fire Precautions**

Not applicable

**4.37 Notices**

Any written notice which is under the terms of this Lease to be given to the Landlord and/or the Superior Landlord is to be treated as effectively served if sent through the post by recorded delivery service addressed to the Landlord and the Landlord's Surveyor and or the Superior Landlord and the Superior Landlord's Surveyor or as the Landlord/Superior Landlord may direct and any written notice which is to be given to the Tenant is to be treated as effectively served if sent through the post addressed to the Tenant at the Tenant's principal office marked for the attention of Legal Services.

**4.38 Rubbish Collection**

Not applicable

**4.39 Superior Lease**

To comply with the terms of the Superior Lease (save as to payment of principal rent) in so far as these relate to the Premises and the rights granted pursuant to this Lease and not to knowingly do omit suffer or permit in relation to the Premises any acts or thing that would or might cause the Landlord to be in breach of the Superior Lease or that if done omitted suffered or permitted by the Landlord would or might constitute a breach of the covenants on the part of the tenant contained in the Superior Lease and to keep the Landlord fully and effectually indemnified from and against all costs claims demands and liabilities arising from any breach or non-observance of this clause.

**4.40 Energy Performance Certificates**

4.40.1 Not to obtain or commission an EPC in respect of the Premises unless required to do so by the EPB Regulations. If the Tenant is required to obtain an EPC, the Tenant must (at the Landlord or Superior Landlord's option) obtain an EPC from an assessor approved by the Landlord or Superior Landlord or pay the Landlord's or Superior Landlord's costs of obtaining an EPC for the Premises.

4.40.2 To cooperate with the Landlord or Superior Landlord, so far as is reasonably necessary, to allow the Landlord or Superior Landlord to obtain any EPC for the Premises or the Building or the Station and:

(a) provide the Landlord or Superior Landlord (at the Landlord or Superior Landlord's cost) with copies of any plans or other information held by the Tenant that would assist in obtaining that EPC; and

(b) allow such access to the Premises to any energy assessor appointed by the Landlord or Superior Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.

4.40.3 To give the Superior Landlord and the Landlord written details on request of the unique reference number of any EPC the Tenant obtains or commissions in respect of the Premises.

## 5 **PROVISOS**

This Lease is on condition that:

### 5.1 **Value Added Tax**

So far as concerns VAT:

- 5.1.1 where under this Lease the Tenant covenants to pay to the Landlord an amount of money, such amount shall be regarded as being exclusive of VAT (without prejudice to clauses 5.1.2 and 5.1.3 below);
- 5.1.2 the Tenant's covenants under this Lease shall be construed as requiring payment to the Landlord of VAT 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; and
- 5.1.3 where under this Lease 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 clause 5.1.2 above applies, then the Tenant shall also reimburse any VAT paid by the Landlord on such payment to the extent that it is not recovered by the Landlord.

### 5.2 **Arbitration**

Where provision is made in this Lease for determination of an issue by arbitration this shall be by a single arbitrator who (failing agreement between the Landlord and the Tenant as to his appointment) shall be nominated on their joint application (or if either of them shall neglect forthwith to concur in such application then on the sole application of the other) by the President for the time being or other appropriate officer of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration Act 1996 or any statutory modification shall apply to any such determination.

### 5.3 **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 premises or affect the right of the Landlord, the Reversionary Landlord or the Superior Landlord (as the case may be) to deal with them now or at any time as they may think fit.

### 5.4 **Sums due**

All sums 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 such sums or any of them were rent in arrears and so recoverable by legal process.

### 5.5 **Termination**

- 5.5.1 If at any time for the purposes of the Landlord's railway undertaking, the Landlord shall give to the Tenant not less than six (6) months' previous written notice to terminate this Lease, expiring at any time, or (even if less than six (6) months) written notice expiring the date before the last day of the term of the Superior Lease, then on expiry of such notice the Term granted by this Lease shall determine.

- 5.5.2 If the Landlord and/or Superior Landlord requires the Premises for the purpose of demolition or reconstruction or redevelopment of the Premises or a substantial part of them or for the purpose of carrying out substantial works of construction on the Premises or any part of them (whether or not the works of demolition, reconstruction, redevelopment or construction shall be intended to be carried out by the Landlord and/or the Superior Landlord) or where the Premises are required for operational use by the Landlord or the Superior Landlord (and for the avoidance of doubt the Landlord's and/or Superior Landlord's decision as to whether the Premises are required for redevelopment or operational use shall not be challenged by the Tenant) it shall be lawful for the Landlord and/or Superior Landlord to determine this Lease at any time by giving the Tenant not less than six (6) months' notice in writing.
- 5.5.3 If the Minister or Board in charge of any Government Department shall certify that possession of the Premises or any part of them is urgently required for carrying out repairs (whether on the Premises or elsewhere) which are needed for the proper operation of the railway undertaking it shall be lawful for the Landlord to determine this Lease at any time by giving to the Tenant not less than twenty-eight (28) days' previous notice in writing.
- 5.5.4 If possession of the Premises or any part of them is urgently required by the Landlord or the Superior Landlord for carrying out repairs (whether on the Premises or elsewhere) which are needed for the proper operation of the railway undertaking it shall be lawful for the Landlord or Superior Landlord to determine this Lease at any time by giving to the Tenant not less than twenty-eight (28) days' previous notice in writing.
- 5.5.5 If the Premises or the adjoining or neighbouring property of the Landlord and/or the Superior Landlord shall be destroyed or damaged to such an extent that in the opinion of the Landlord the Premises or a substantial part of them should be demolished or reconstructed either separately or as part of a larger property it shall be lawful for the Landlord to determine this Lease by giving to the Tenant within one (1) month from the date of the damage six (6) months' previous notice in writing and in that event all insurance monies relating to the Premises whether these be in respect of demolition or reinstatement as appropriate (other than such insurance monies relating specifically to the Tenant's fixtures and fittings and loss of rent) shall belong to the Landlord.
- 5.5.6 Where notice to terminate the lease of the Station (vested in the Landlord) or the part containing the Premises is lawfully given pursuant to Part C of the Station Access Conditions relating to the Station or the terms of the Superior Lease referred to in section 7 of the Particulars then the Landlord may by notice in writing determine this Lease such notice to expire on the date of termination under the notice given pursuant to Part C of the Station Access Conditions or the terms of the Superior Lease referred to in clause 7 of the Particulars or at such later date as may be specified in the notice given under this paragraph which shall be as long as is reasonably practicable in the circumstances.
- 5.5.7 At the expiration of any such notice as shall be given under any of the preceding paragraphs this Lease shall cease and determine but without prejudice to any rights or remedies of the Landlord, Reversionary Landlord and/or the Superior Landlord then subsisting and that where at the date on which the Tenant is to quit the Premises they have been occupied for a period less than five (5) years immediately preceding that date for the

purposes of the business carried on by the Tenant or the occupier the right to compensation conferred by s37 and 59 of the 1954 Act or any legislation amending or replacing it shall be wholly excluded.

#### **5.6 Release**

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

#### **5.7 Disputes**

Any dispute arising as between the Tenant and the tenants or occupiers of adjoining or neighbouring property belonging to the Landlord as to any easement, right or privilege in connection with the use of the Premises and the adjoining or neighbouring property or as to the walls separating the Premises from the adjoining property or as to the amount of any contribution towards the expenses of works or services used in common with any other property shall be decided by the Landlord's Surveyor (acting reasonably and properly) for the time being whose decision shall be binding on such parties (provided the Landlord shall before making any decision first consult with the Tenant) and whose costs shall be paid by such of the parties to the dispute and in such manner as he (acting properly) shall decide.

#### **5.8 Station Hours**

There shall be no obligation on the part of the Landlord to keep the Station open for business and the Landlord does not warrant that the trains will run every day from the Station.

#### **5.9 Withholding**

All sums due under this Lease shall be paid without deduction or withholding in respect of duties, taxes or taxation charges or otherwise of a taxation nature unless the deduction or withholding is required by the law in which event the payer shall:

- 5.9.1 ensure that the deduction or withholding does not exceed the minimum amount legally required;
- 5.9.2 pay to the relevant taxation or other authorities within the period permitted by the applicable law the full amount of the deduction or withholding; and
- 5.9.3 furnish to the payee within the period for payment permitted by the relevant law either an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld or (if such receipts are not issued by the taxation authorities concerned) a certificate of deduction or equivalent evidence of the relevant deduction or withholding.

#### **5.10 Exceptions and Reservations**

The exceptions and reservations under this Lease shall be construed so as to enable their exercise at all times during the Term to the extent that the law now or at the relevant time permits, and the Tenant covenants with the Landlord that nothing shall

be done at or in relation to the Premises 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 by the exceptions and reservations if they were effectively exercisable throughout the Term.

## 6 **LANDLORD'S COVENANTS**

### 6.1 **Insurance**

6.1.1 The Landlord shall take all reasonable steps to cause to be insured the Premises (but not the Statue or any tenant's or trade fixtures and fittings in them) against loss or damage by any of the Insured Risks upon reasonable commercial terms and so that in the event that damage or destruction to the Premises is so extensive that repair or re-instatement to their original form would not be economically viable they shall be replaced with a modern equivalent building of a size and specification to meet modern requirements (unless exact replacement of the Premises is required by any public body pursuant to listed buildings or other legislation or otherwise).

6.1.2 If and whenever the Premises or any part of them shall be destroyed or damaged by any of the Insured Risks (save where the insurance shall be vitiated or payment of the insurance monies shall be refused wholly or partly by some act or neglect of the Tenant or the Tenant's employees or agents or anyone at the Premises with the consent of the Tenant) the Landlord shall use all reasonable endeavours to procure that as soon as reasonably practicable (subject to all necessary permissions and consents and approvals being obtained) all monies received under insurance policies effected in respect of that destruction or damage to the Premises shall be laid out towards rebuilding or re-instating the Premises provided always that in the event of substantial damage referred to in clause 6.1.1 such re-instatement may be the construction of a modern equivalent building.

6.1.3 Upon written request from the Tenant at reasonable intervals (but not more than once in any period of twelve (12) months) the Landlord shall use all reasonable endeavours to obtain full details of the insurance of the Premises and confirmation that such insurance is currently being maintained and upon obtaining such details and confirmation shall supply copies to the Tenant.

### 6.2 **Repair**

6.2.1 Subject to clause 6.2.2:

(a) at the request of the Tenant (in so far as such request is reasonable) the Landlord shall take all reasonable steps to enforce the repairing obligations on the part of the Superior Landlord contained in the Superior Lease in relation to those parts of the Station (other than the Premises) which afford immediate and material support and protection to the Premises or which provide essential access to the Premises; and

(b) the Landlord shall observe and perform the repairing obligations on the part of the Landlord contained in the Superior Lease in relation to those parts of the Station (other than the Premises) which afford immediate and material support and protection to the Premises or which provide essential access to the Premises.

6.2.2 The following provisions of clause 6.2.2 shall have effect during any period of the Term granted by clause 3 of this Lease whilst Network Rail is and remains the immediate landlord of the Tenant:

- (a) clause 6.2.1 shall not apply; and
- (b) the Reversionary Landlord shall keep those parts of the Station (other than the Premises) which afford immediate and material support and protection to the Premises or which provide essential access to the Premises in no worse a state of repair and condition than that as at the Lease Commencement Date or in such higher standard as shall be required by the Reversionary Landlord acting reasonably subject to the Tenant paying the whole or (where appropriate) a fair proportion of the costs incurred by the Reversionary Landlord in complying with this covenant.



**FIRST SCHEDULE  
TO THE STANDARD LETTING CONDITIONS**

Not applicable

**SECOND SCHEDULE  
TO THE STANDARD LETTING CONDITIONS**

(Detailed description of extent of demise)

Not used (see Special Condition 1)

**THIRD SCHEDULE  
TO THE STANDARD LETTING CONDITIONS  
(RIGHTS GRANTED)**

**A ACCESS RIGHTS AND PARKING**

- 1 A right of way on foot (in common with the Landlord and all others authorised by it or otherwise entitled) for the Tenant and employees and invitees of the Tenant to pass over and along such parts of the Station as shall provide access to and egress from the Premises and over such route as shall be reasonably directed from time to time by the Landlord.
- 2 A right of way with and without vehicles (in common with the Landlord and all others authorised by it or otherwise entitled) for the Tenant and its employees to pass over such areas of the car parking facilities as are within the Station as shall be reasonably designated from time to time by the Landlord and as are reasonably required for access to and egress from the Premises at such times as the car parking facilities are ordinarily open to the public to enable the Tenant to comply with its obligations in the lease (including, but not limited to, the installation, maintenance, repair and removal of the Statue and reinstatement of the Premises)
- 3 If and when the right granted at A2 is exercised and only in connection with that right a non-exclusive right to park not more than one motor vehicle in the car parking facilities within the Station on a first come first served basis during such times as the car parking facilities are ordinarily open to the public without charge to the Tenant to enable the Tenant to comply with its obligations in the lease (including, but not limited to, the installation, maintenance, repair and removal of the Statue and reinstatement of the Premises).
- 4 In connection with the rights granted at A2 and A3 above the Tenant shall:
  - 4.1 provide at least 48 hours' notice in writing to the Landlord and representatives at the Station of the requirement to exercise the rights (save in the case of emergency when as much notice as is reasonably possible should be given)
  - 4.2 provide to the Landlord's representatives at the station the name or names of the parties exercising the right and, where relevant, the registration details of the vehicle being used.
  - 4.3 observe and abide by any regulations conditions or requirements that may exist or may from time to time be made by the Landlord or any Superior Landlord in relation to the Station or to this right and to further comply with all regulations and conditions that may from time to time be made by the Landlord through its manager for the safety good management and control of parking vehicles in the car parking facilities at the Station
  - 4.4 not do anything which may be or become a nuisance or annoyance or cause damage to the Landlord or any other person using the car parking facilities the means of access to or egress from them or the owners or occupiers of any adjoining property or the Station or the tenant or users of any adjoining car parking spaces or permit or suffer any person under his control to do so.
  - 4.5 ensure that the exercise of this right shall not prejudice the operation of the Landlord's car parking facilities or Station as a railway station.

4.6 Use the car parking facilities at the Station for the minimum period required to enable the Tenant to comply with its obligations in the lease (including, but not limited to, the installation, maintenance, repair and removal of the Statue and reinstatement of the Premises).

5 In connection with the rights specified in paragraphs A1, A2 and A3 above:

5.1 these rights shall only be capable of use at such times as the routes are normally open in the ordinary course of the Landlord's business and at such other times as may be arranged with the Landlord;

5.2 these rights shall be used on the basis that the Tenant will ensure that all proper regulations requirements or directions from time to time of the Landlord (whether relating to the management of the Station in general or the use of these rights in particular and whether by way of printed bye- laws or conditions or by oral direction from a duly authorised employee of the Landlord) are complied with in all respects by the Tenant and its customers, employees and invitees;

5.3 these rights are subject to the rights of closure, obstruction and interruption reserved to the Landlord under paragraph 9 of the Fourth Schedule to these Standard Letting Conditions.

**B SERVICE RIGHTS**

Not applicable

**C EMERGENCY EXIT**

Not applicable

**D SUPPORT**

A right of support from the retained land of the Landlord for the Premises.

**E RIGHT TO ERECT STATUE**

The right for the Tenant to erect and maintain the Statue on the Premises, provided always that the style and design of the Statue and the installation method shall be approved in writing by the Landlord or the Superior Landlord prior to erection and the parties acknowledge that the Statue shall at all times remains the Tenant's sole property and responsibility.

**FOURTH SCHEDULE  
TO THE STANDARD LETTING CONDITIONS  
(RIGHTS RESERVED)**

- 1 The free running and passing of water and soil, gas and electricity coming from or passing to any other building or land in and through any Conduits and the right to maintain these Conduits and to connect to them.
- 2 The right at all times to fix, construct, place, maintain, repair, renew, make connections to, test, alter or remove any Conduits, equipment, works and facilities in, over, under, bounding or attached to the Premises including (but without limitation) the right to construct scaffolding for the purposes of doing so.
- 3 The right to use the subject matter of the rights under paragraph 2 above.
- 4 The right to carry out (whether on or from the Premises) any works which may in the opinion of the Landlord or the Superior Landlord be necessary for the proper operation of the railway undertaking.
- 5 The right at all reasonable times or in case of emergency at any time to enter on the Premises with or without vehicles, plant and machinery for the purpose of inspecting, maintaining, repairing, demolishing or renewing any adjoining property of the Landlord and of exercising the rights reserved to the Landlord and of performing the obligations on the part of the Landlord contained in this Lease and in an emergency for the purpose of doing anything that may be required to preserve or to protect life or property.
- 6 The right at any time to stop up or otherwise affect any rights of way or other easements or privileges (whether now in existence or not) which the Tenant may at any time during the Term be using or enjoying (other than by virtue of the express provisions of this Lease or of any separate grant or licence in writing from the Landlord) over any adjoining land as though belonging to the Premises.
- 7 Full right and liberty for the Landlord and the Superior Landlord from time to time to use their respective adjoining and neighbouring lands in such manner as they may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to the Premises may be affected by this.
- 8 The right of light, air and support from the Premises for the retained land and works of the Landlord.
- 9 The right:
  - 9.1 to close the Station or any part of it during such hours as it is not being used for passenger or public traffic and at such other times as the Landlord properly considers appropriate; and
  - 9.2 to close the Station or any part of it including (but without limitation) any access route to the Premises or any part of it temporarily or to obstruct such access route or any of it temporarily at any time in case of emergency or otherwise on reasonable prior notice in connection with any special occasion or for the proper conduct of railway business or works connected with it provided that the Landlord will take all reasonable steps (but not (unless indemnified by the Tenant and with security for cost) involving any additional costs or expenditure to the Landlord) to limit as far as reasonably practicable any material disruption to the business of the Tenant but the Landlord shall not be liable to the Tenant for any loss of income or otherwise thereby incurred.

10 All rights excepted and reserved to the Superior Landlord under the Superior Lease.

**FIFTH SCHEDULE**  
**TO THE STANDARD LETTING CONDITIONS**  
**(ADDITIONAL COVENANTS BY THE TENANT)**

- 1 The Tenant shall not interfere with the Excepted Premises which shall at all times be under the control of the Landlord and/or the Superior Landlord.
- 2 The Premises and the Station are designated as smoke free in accordance with the Health Act 2006 (as at force at the date of this Lease and taking into account any amendment, extension, application or re-enactment made to it) and as such the Tenant must ensure that it or any employee customer or other visitor to the Premises does not smoke within or within the vicinity of the Premises or within the Station.
- 3 At the end of the Term (however so determined) if the Tenant has under this or any previous tenancy erected any buildings or other structures on the Premises or made any alterations then the Tenant will (if so required by the Landlord or the Superior Landlord) remove them before the end of the Term and make good the Premises to the satisfaction of the Landlord and the Superior Landlord and for the avoidance of doubt, the Statue is an alteration which must be removed at the end of the Term pursuant to this paragraph 14.
- 4 **Land Registry**
  - 4.1 In the event that this Lease is compulsorily registrable then promptly following the grant of this Lease, the Tenant shall apply to register it at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.
  - 4.2 Promptly after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to close the registered title of this Lease (if it is so registered) or remove any noting of this Lease or of the easements granted by it whether against the Landlord's title or as a Land Charge or otherwise and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.
- 5 **Rules and regulations**
  - 5.1 The Tenant shall observe such rules and regulations as the Landlord may from time to time stipulate in the interests of the safety or good estate management of the Station or in order to ensure that there is no contravention by the Landlord of its obligations under its lease of the Station and for the avoidance of doubt the Tenant shall do nothing which breaches or prejudices or is likely to breach or prejudice in any way the Landlord's obligations in relation to safety contained in the Railways and Other Guided Transport Systems (Safety) Regulations 2006 (as amended or replaced from time to time) or elsewhere.
  - 5.2 The Tenant shall comply with the Landlord's Station Tenants & Occupiers handbook (if any and where applicable) as issued to the Tenant and as varied from time to time.

**6 Station Security**

- 6.1 The Tenant will comply with any instructions issued by the Landlord pursuant to security alerts.
- 6.2 The Tenant shall cooperate with the Landlord and their agents (which shall include Station staff) in respect of all procedures that the Landlord shall require in respect of safety or security at the Station.
- 6.3 The Tenant acknowledges that without prejudice to the remedies available under this Lease for any breach of covenant, the Landlord may also or alternatively enforce non-compliance with security matters at the Premises in accordance with procedures and regulations made by or on behalf of the Landlord from time to time, either at local Station level or at franchise wide level, which may include temporary closures of the Premises in the case of repeated security breaches.



**SIXTH SCHEDULE  
TO THE STANDARD LETTING CONDITIONS**

Not used

**ANNEX B**  
**(The Special Conditions)**

**1 OPEN SPACE**

If any part of the Premises is not enclosed by a building (which expression shall not include any station canopy or overbridge or similar structures), then the following provisions shall apply:

- 1.1 Such part of the Premises (“Open Space”) shall include for the purposes of obligation as well as grant any surface finishes on the ground and (unless excluded as set out below) the ground beneath and the service media situate within and used or intended to be used exclusively for the purposes of the Premises but there shall be excepted from the demise of the Open Space the following:
- 1.1.1 the structure and foundations and platforms of the Station;
  - 1.1.2 any service media solely or jointly serving parts of the Station which are not included in the Premises;
  - 1.1.3 all telecommunications or electronic communications apparatus within the meaning of the Electronic Communications Act 2003 absolutely owned by Global Crossing (UK) Telecommunications Limited or any other telecommunications operator licensed under that Act;
  - 1.1.4 any item of equipment which is (from time to time) used exclusively for the purposes of the railway undertaking or function;
  - 1.1.5 any item or equipment which from time to time form part of the railway infrastructure (as defined in The Railways and Other Guided Transport Systems (Safety) Regulations 2006 (SI No 599 2006)) for which the Landlord or Network Rail or any train operator is responsible as part of the safety certificate or authorisation as referred to in those regulations;
  - 1.1.6 any rafts, arches, subways, platforms, concourses or comparable structures (including for the avoidance of doubt any area below the surface finishes of any of them);
  - 1.1.7 any structures above the Open Space and the airspace exceeding five (5) metres above the surface of the Open Space; and
  - 1.1.8 the mines and minerals in and under the Open Space and any right of support from mines and minerals.
- 1.2 The Landlord and the Reversionary Landlord grant to the Tenant licence (“**the Licence**”) to use the airspace exceeding five (5) metres in height above the surface of the Open Space but so that such use shall not extend beyond the height of any structure above the Open Space and subject to the Tenant complying with all proper regulations, requirements and directions from time to time of the Landlord and the Reversionary Landlord in relation to the use of the airspace permitted by the Licence and with the terms of the Standard Letting Conditions (which shall apply mutatis mutandis to the use of such airspace) PROVIDED that the Licence may be curtailed or determined in the circumstances set out in paragraph 1.3.

- 1.3 The Landlord or the Reversionary Landlord may at any time determine or curtail the Licence upon giving not less than three (3) months prior notice to the Tenant if and to the extent that the Landlord or the Reversionary Landlord or the Superior Landlord requires the relevant airspace for the purpose of any development or re-development (including without limitation the carrying out of works of construction of a new or a replacement canopy or overbridge or similar structures).
- 1.4 Without prejudice to the other provisions of this paragraph 1:
- 1.4.1 the Licence shall cease to have effect immediately upon the termination of the Term for whatever reason;
  - 1.4.2 if the grant contained in clause 3 of this Lease becomes void and ineffective then the grant by the Reversionary Landlord contained in paragraph 1.2 above shall also be void and ineffective; and
  - 1.4.3 during the term granted by clause 2 of this Lease the Reversionary Landlord shall be entitled to serve a notice to determine or curtail the Licence pursuant to paragraph 1.3 above to expire during the term granted by clause 3 of this Lease.

## 2 **TENANT'S WORKS**

The Tenant shall comply with the obligations and conditions contained in Annex C to this Lease.

## ANNEX C TENANT'S WORKS

- 1 The definitions and rules of interpretation set out in this paragraph apply to this Annex C:
  - 1.1 **CDM Regulations:** the Construction (Design and Management) Regulations 2015.
  - 1.2 **Works:** the Tenant's works to be carried out at the Premises to install the Statue as set out in plans and specifications as previously approved by the Landlord and Superior Landlord in accordance with clause 4.11 of the Standard Letting Conditions.
  - 1.3 All references in this Annex C to the "Landlord" shall be read as referring to the Reversionary Landlord at all times after the term granted by clause 3 of this Lease shall have come into effect.
  
- 2 **Undertaking the Works**
  - 2.1 The Tenant must not start the Works until it has complied with the requirements of paragraph 2.2 and paragraph 2.3.
  - 2.2 The Tenant must obtain all licences and consents that are required for the Works under all laws and by the owner or occupier of any neighbouring land or otherwise and for the avoidance of doubt this includes obtaining the consent of the Superior Landlord pursuant to clause 4.11 of the Standard Letting Conditions to this Lease.
  - 2.3 If reasonably required by the Landlord, the Tenant must provide details of the Works to the insurers of the Premises and obtain the insurer's consent to carrying out the Works and notify the insurer of the date it intends to start carrying out the Works.
  - 2.4 The Tenant must produce all such licences and consents to the Landlord and obtain the Landlord's confirmation they are satisfactory to the Landlord.
  - 2.5 The Tenant must carry out the Works at its own cost and:
    - 2.5.1 using good quality new materials which are fit for the purpose for which they will be used;
    - 2.5.2 in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
    - 2.5.3 to the reasonable satisfaction of the Landlord and the Superior Landlord.
  - 2.6 In carrying out the Works the Tenant must comply with all laws and the terms of all other licences and consents the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Premises and the Station.
  - 2.7 The Tenant must take all proper steps to ensure that carrying out the Works does not make any of the following unsafe: the structure of the building and/or platform

of which the Premises forms part, any plant or machinery at the building and/or platform of which the Premises forms part, any neighbouring land or building.

- 2.8 The Tenant must cause as little disturbance and inconvenience as possible to the Landlord and the Superior Landlord and the owners and occupiers and customers of the Station and of any neighbouring land. The Tenant must not infringe any of their rights nor the rights of any other person in relation to the Premises.
- 2.9 The Tenant must immediately make good to the reasonable satisfaction of the Landlord and the Superior Landlord any damage (including decorative damage) to any land or building or any plant and machinery (other than the Premises) which is caused by carrying out the Works.
- 2.10 The Tenant must allow the Landlord and its surveyors access to the Premises both while the Works are being carried out and afterwards and will give the Landlord and the Superior Landlord the information it reasonably requests to establish that the Works are being and have been carried out in accordance with this licence.
- 2.11 The Tenant must notify the Landlord as soon as the Works have been completed.

### **3 The CDM Regulations**

- 3.1 The Tenant shall comply in all respects with the provisions of the CDM Regulations whenever they shall apply to the Works and the Landlord and the Tenant agree that to the extent that the Landlord and/or the Superior Landlord may be a client for the purposes of the CDM Regulations in relation to the Works the Tenant is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations.
- 3.2 The Tenant must comply with its obligations as a client for the purposes of the CDM Regulations and must ensure that the principal designer and the principal contractor that it appoints in relation to the Works comply with their respective obligations under the CDM Regulations (including but not limited to the preparation of a construction phase plan by the principal contractor which is to be reviewed through the duration of the Works). The Tenant must liaise with the principal designer and principal contractor to allow them to assist the Tenant in performing the Tenant's duties as client under the CDM Regulations.
- 3.3 The Tenant must ensure that all relevant documents relating to the Works are placed in the health and safety file for the Premises by the principal designer and principal contractor in accordance with the CDM Regulations. The Tenant must maintain the health and safety file for the Premises in accordance with the CDM Regulations and give the health and safety file to the Landlord at the end of the Term. The Tenant must allow the Landlord and its surveyors to enter the Premises to inspect the health and safety file and must at its own cost supply the Landlord with copies of it or any of the documents in it.

### **4 Insurance of the Works**

The Landlord and/or Superior Landlord (as the case may be) will only be obliged to insure the Works if they form part of Premises and only after they have been completed in accordance with this Annexure and otherwise in accordance with the terms of the Lease and until such date the Works will be at the sole risk of the Tenant and the Tenant shall be responsible for insuring the same in accordance with clause 4.2.

**5 Fees, rates and taxes**

The Tenant must pay all fees, rates, levies and taxes that arise by reason of the Works (including any arising under any laws applying to the Works) whether imposed on the Landlord or the Superior Landlord or the Tenant and must indemnify the Landlord and /or the Superior Landlord (as the case may be) from all liability in relation to such fees, rates, levies and taxes.

**6 Reinstatement**

6.1 Unless otherwise notified by the Landlord and/or the Superior Landlord the Tenant shall remove the Works and reinstate the Premises before the end of the Term and make good any damage (including decorative damage) to the Premises caused by such removal and reinstatement. Any such notification from the Landlord and/or the Superior Landlord may require removal and reinstatement in respect of part only of the Works.

6.2 The removal and reinstatement must be done at the Tenant's cost and to the reasonable satisfaction of the Landlord and the Superior Landlord.

6.3 The terms of this Annexure will apply to such removal and reinstatement.

**7 The Lease covenants and conditions**


The tenant covenants in this Lease will extend to the Works and apply to the Premises as altered by the Works.

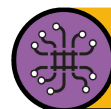
**8 No warranty by the Landlord**

No representation or warranty is given or is to be implied by the Landlord entering into this licence or by any step taken by or on behalf of the Landlord and/or the Superior Landlord in connection with it as to the suitability of the Premises for the Works or whether the Works or any removal or reinstatement of them may be lawfully carried out. Nothing in this paragraph shall operate to limit or exclude any liability for fraud.

**9 Costs**

The Tenant must pay within fourteen (14) days of demand any further reasonable costs and disbursements of the Landlord, its solicitors, surveyors, managing agents and insurers incurred in connection with the Works or any removal of them and reinstatement of the Premises or in making good any damage to any land or building, plant or machinery (other than the Premises) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Premises. The obligations in this paragraph extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that VAT.

 Lease Granted



Asset Information Services



**Landinformation**

**BURTON-ON-TRENT**

LEASE PLAN

BUT08502

Drawing No:  
0410874

Rev:


N



Date:  
29 Dec 2023

Drawn By:  
BS

Scale:  
1:500 @ A4

Coordinates  424,135 323,117

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0 8 16 24 32 40 metres

**EXECUTED AS A DEED** by )  
**NETWORK RAIL INFRASTRUCTURE** )  
**LIMITED** acting by its attorney )  
..... )  
in exercise of a power of attorney dated [ )  
in the presence of: )

.....  
Acting as attorney for **NETWORK RAIL  
INFRASTRUCTURE LIMITED**

Signature of Witness: .....

Name: .....

Address: .....

I confirm that I was physically present when ..... signed this deed

**EXECUTED as a DEED** by )  
**TRANSPORT UK EAST MIDLANDS LIMITED** )  
acting by a director, in the presence of )

.....  
Director  
.....  
Print Name

Witness: Signature .....

Name .....

Address .....

.....

Occupation .....

EXECUTED as a DEED by affixing the )  
COMMON SEAL OF **EAST STAFFORDSHIRE** )  
**BOROUGH COUNCIL** )  
in the presence of: )