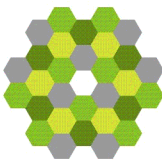
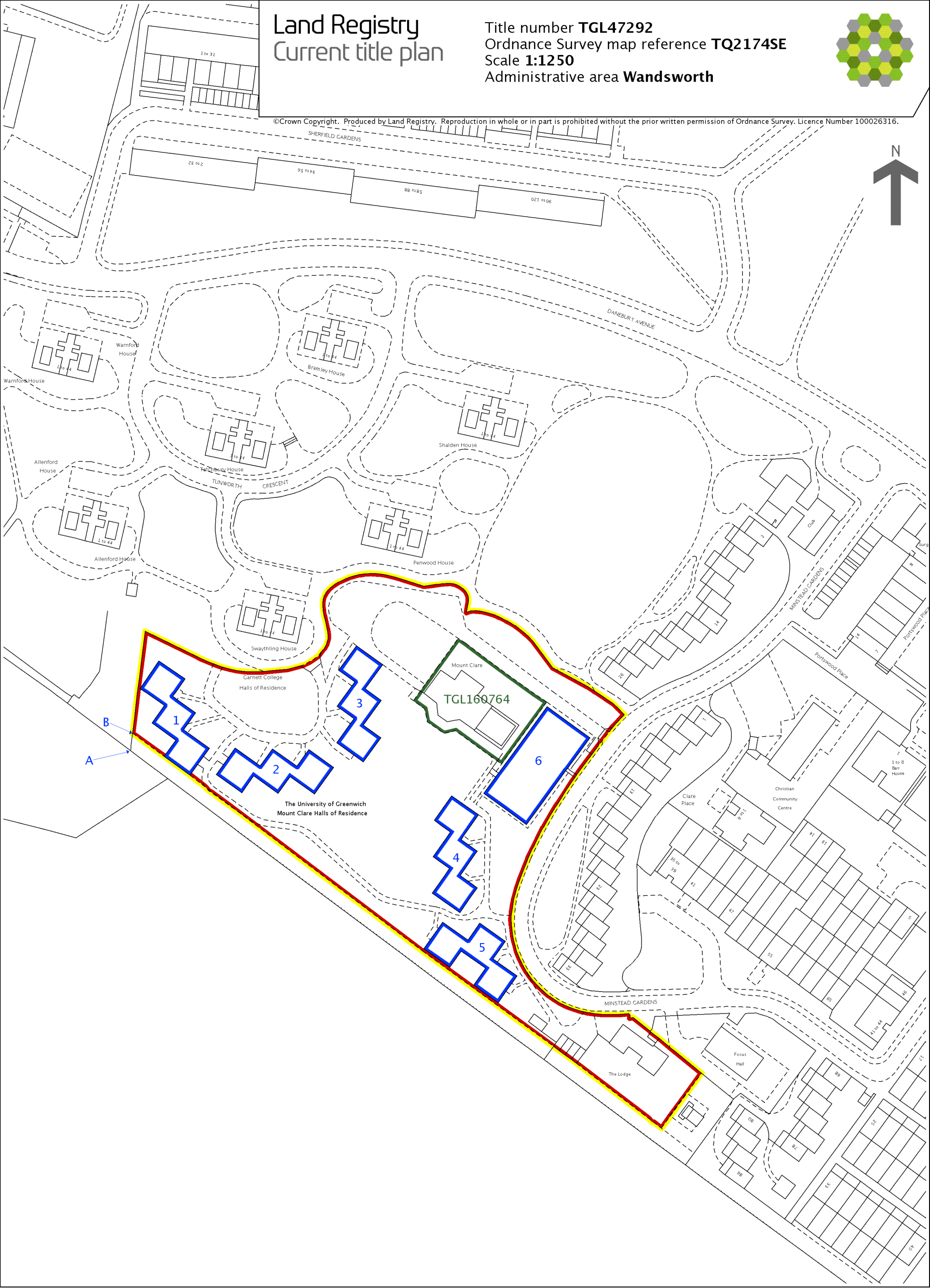


Land Registry
Current title plan

Title number **TGL47292**
Ordnance Survey map reference **TQ2174SE**
Scale **1:1250**
Administrative area **Wandsworth**

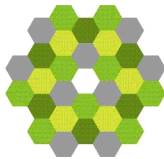


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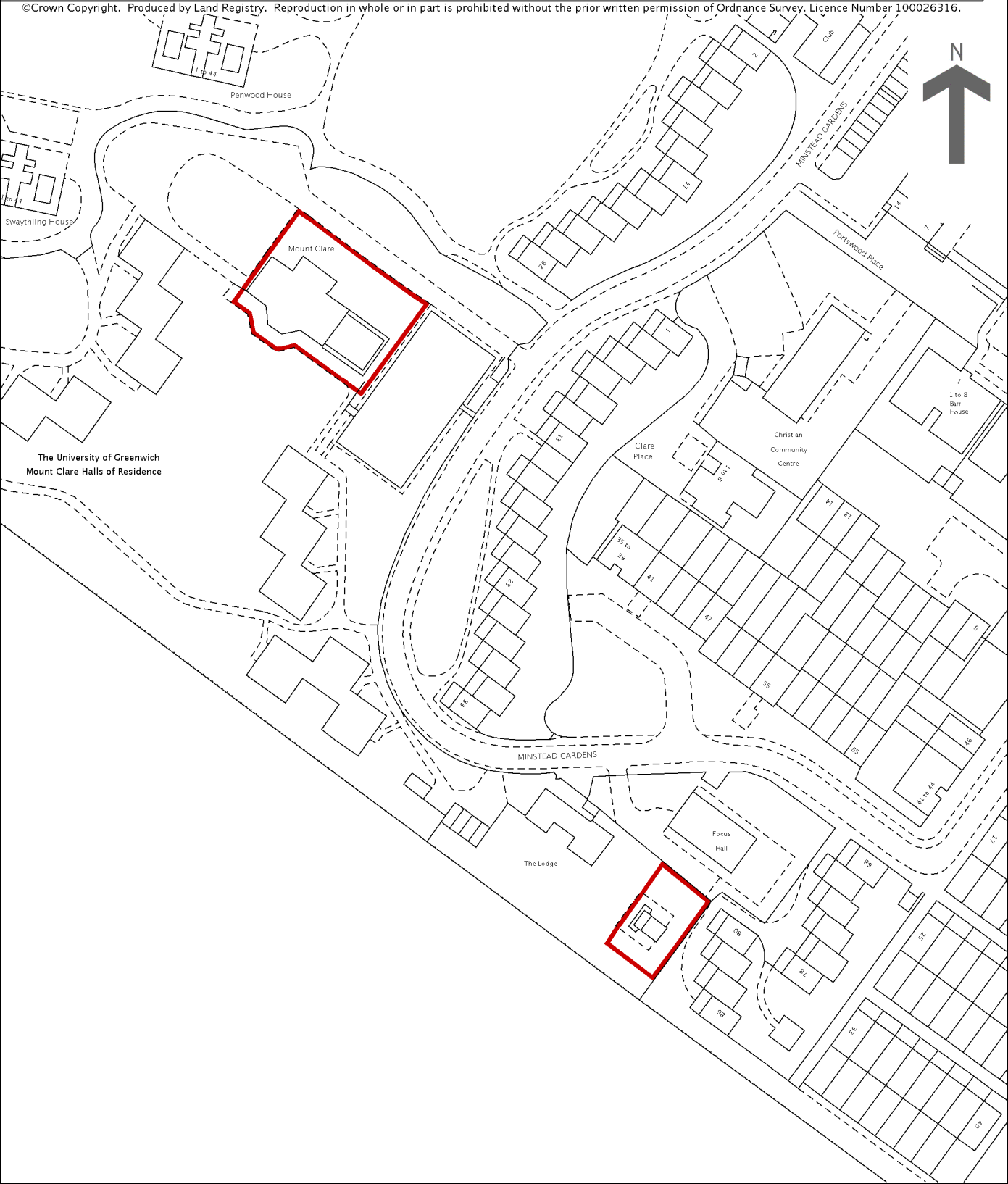


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This title is dealt with by Land Registry, Telford Office.

DATED 12th — FEBRUARY — 2002

**THE TRUSTEES FOR METHODIST CHURCH PURPOSES
with THE METHODIST COUNCIL**

-and-

UNIVERSITY OF SURREY, ROEHAMPTON

Counterpart/

LEASE

of

Mount Clare House, the Temple and surrounding land and buildings at
Minstead Gardens, Roehampton

Pothecary & Barratt
Talbot House
Talbot Court
Gracechurch Street
London EC3V 0BS

Ref: LJ/MCC-53
Tel: 020 7623 7520

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LEASE PARTICULARS



- 15-00
LCPT
28/09/02
1. Date : 12th FEBRUARY 2002
2. Lease or Underlease : Lease
3. Parties
the Landlord : THE TRUSTEES FOR METHODIST CHURCH PURPOSES (a charitable body corporate established by the Methodist Church Act 1939) of Central Buildings, Oldham Street, Manchester, M1 1JQ ("the Board") and [Nigel Collinson] and [David Deeks] for themselves and others the members from time to time of THE METHODIST COUNCIL of Methodist Church House, 25 Marylebone Road, London NW1 5JR ("the Managing Trustees")
- the Tenant : UNIVERSITY OF SURREY, ROEHAMPTON (an exempt charity) of 80 Roehampton Lane, London SW15 5SL
4. Premises : Mount Clare House, the Temple and surrounding land and buildings at Minstead Gardens, Roehampton
5. Term : 10 years commencing on and including [21st September 2001]
6. Yearly Rent : £595,000 per annum rising to £760,000 per annum
7. Rent Commencement Date : [21st September] 2001
8. Approved Use : Use as student accommodation, residential and non-residential education facility, conference and training facility, holiday lettings, facilities for visiting delegates, and offices for teaching and administrative staff, together with car parking, and social facilities connected to any of the foregoing and uses ancillary to any of the foregoing

THIS LEASE is made on the Date stated in the Particulars

BETWEEN the Parties specified in the Particulars

PREAMBLE

- (1) The Board are seised in fee simple in possession of the reversion immediately expectant on the determination of the Term
- (2) The Premises are held by or in trust for a charity known as Southlands College ("the Charity") by the Board as custodian trustees and the Charity is a non-exempt charity and this Lease is one falling within paragraph (b) of sub-section (9) of Section 36 of the Charities Act 1993
- (3) The Board and the Managing Trustees hereby certify that as charity trustees they have power under the trusts of the Charity to effect this disposition and that they have complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to it
- (4) Pursuant to the trusts of the Charity the Methodist Council in exercise of the powers conferred upon it by Standing Order 211 of the Methodist Church, in the name and on behalf of the Conference has by resolution passed on the 3rd April 2001 consented to the grant of this Lease upon the terms and conditions hereinafter appearing.
- (5) By resolution pursuant to Section 82 of the Charities Act 1993 the said Nigel Collinson and the said David Jecks are authorised to execute this Lease in the names and on behalf of the Managing Trustees

1 Interpretation

- 1.1 In this Lease the following words and expressions shall have the following meanings:-

<u>Words and Expressions</u>	<u>Meanings</u>
"the Blue Property"	the building shown coloured blue on the Plan which is excluded from this demise
"Conference"	the annual Conference of the Methodist Church and includes the governing body from time to time of the Methodist Church
"Insured Risks"	means loss or damage by fire storm tempest flood lightning explosion aircraft articles dropped from aircraft riot civil commotion malicious damage impact bursting and overflowing of tanks other apparatus subsidence and heave and such other risks as the Landlord may from time to time reasonably require (including without limitation cover in respect of terrorism and the Landlord's liability to third parties)
"Interest"	interest at the Prescribed Rate during the period from the first date on which the relevant Payment is due to the date of payment compounded on the Quarter Days both before and after any judgment
"Landlord"	the Landlord named in the Particulars including the Board or other person from time to time entitled to the reversion immediately expectant on the determination of the Term
"Landlord's Surveyor"	the surveyor for the time being appointed by the Managing Trustees
"this Lease"	this deed and all documents supplemental to it
"Managing Trustees"	the Managing Trustees named in the Particulars including any person or persons from time to time directed by the Conference to act as the Board's managing trustees of the Premises in their place

"Outgoings"	all existing and future rates taxes assessments charges and outgoings whether parliamentary local or otherwise whether of the nature of capital or revenue and even though of a wholly novel character which may now or at any time during the Term be rated taxed assessed charges or imposed upon the Premises (whether alone or in conjunction with other property) or any part of them or upon the owner or occupier in respect of them other than
	<p>(a) any tax payable by a landlord of property as a result of any dealing (whether actual or deemed) by such landlord with its reversionary interest in such property;</p> <p>(b) any tax (other than value added tax) payable by a landlord in respect of rents received from a property;</p> <p>(c) any tax payable in respect of the profits or trading activities of a landlord of property</p>
"Particulars"	the words and expressions which appear under the heading "Lease Particulars" at the beginning of this Lease
"Payments"	the rents fees and any other payments payable by the Tenant under this Lease (and "Payment" shall be construed in the same way)
"Plan"	the plan attached to this Lease and anything referred to as shown on the Plan is so shown for identification only
"Planning Legislation"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the

Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991

"Pollution Control Legislation" all statutes relating to the protection of the environment and human and animal welfare including (without limitation) the Public Health Acts 1936 and 1961 the Control of Pollution Act 1974 the Water Act 1989 and the Environmental Protection Act 1990

"Premises" the property briefly described in the Particulars and more fully described in Schedule 1 and/or each and every part of it together with all buildings now or at any time during the Term erected on the whole or part of it and all additions alterations and improvements made to it at any time during the Term erected on the whole or part of it and all Service Media doors windows boundary walls plant equipment machinery fixtures and fittings forming part of it or attached to it at any time during the Term

"Prescribed Rate" 3% per annum above the base lending rate from time to time of HSBC Bank plc (or such other bank being a member of the committee of London clearing banks as the Managing Trustees shall nominate) calculated on a daily basis or if such base lending rate is no longer published or available for use 3% per annum above such other reasonably comparable rate of interest as the Managing Trustees reasonably specify

"Service Media" the pipes ducts wires cisterns tanks radiators cables meters sewers drains watercourses mains gutters and other media which are in on over or under the Premises or which provide or remove the Services from to or through the Premises at any time during the Term

"Services"	water soil surface water electricity gas oil telephone power fire alarm systems telecommunications or other services
"Tenant"	the Tenant named in the Particulars
"Term"	the term stated in the Particulars
"Value Added Tax"	the meaning given to those words in the Value Added Tax Act 1994 including any similar tax whether in substitution for it or in addition to it
"1995 Act"	the Landlord and Tenant (Covenants) Act 1995

1.2

1.2.1 Subject to clause 1.2.2 where two or more persons are included in the expressions "the Landlord" or "the Tenant" the covenants and agreements entered into by those persons shall be deemed to be entered into by them jointly and severally

1.2.2 For so long as the reversion immediately expectant on the determination of the Term is vested in the Board all covenants in this Lease (other than clause 4) on the part of the Landlord shall be construed as meaning covenants on the part of the Managing Trustees only to the intent that the Board shall not incur any personal liability under them

1.3 The word "person" includes an individual body corporate firm unincorporated association or other body or entity possessing legal personality

1.4 References in this Lease to clauses Schedules or paragraphs are references to clauses Schedules or paragraphs of this Lease unless otherwise stated

1.5 References to any right of the Landlord to have access to the Premises extend to any superior landlord or mortgagee (including its or their agents professional advisers contractors workmen and others)

- 1.6 Any right exercisable by the Landlord is also exercisable by anyone authorised by the Landlord or anyone else who has the same right and any right exercisable by the Tenant is exercisable by the Tenant in common with the Landlord and anyone else authorised by the Landlord or who has the same right
- 1.7 Any covenant by the Tenant not to do or omit an act or thing shall in either case be deemed to include an obligation not knowingly to permit or suffer such act or thing to be done or omitted
- 1.8 Any reference to the end of the Term means the expiry or earlier termination of the Term and any reference to the last year of the Term means the period of twelve months immediately preceding such expiry or earlier termination
- 1.9 Any provisions in this Lease which require the Tenant to obtain the consent or approval of the Landlord also require the Tenant to obtain the consent or approval of any mortgagee (to the extent that the Tenant is aware of the existence of any) of the Premises and any superior landlord (where such consent is required) but nothing in this Lease implies any obligation upon any mortgagee or any superior landlord not to refuse any such consent or approval unreasonably
- 1.10 References to any legislation statute rule or order shall be deemed to include every statutory modification re-enactment or replacement of it for the time being in force and every bye-law statutory instrument rule order notice direction and regulation from time to time made or in force under it
- 1.11 The headings to the clauses Schedules and paragraphs of this Lease do not form part of it and are of no effect
- 1.12 The Particulars form part of this Lease and unless the words and expressions referred to in the Particulars are defined in clause 1.1 they have the meanings given to those words and expressions in the Particulars (but if there is any inconsistency between the Particulars and the other provisions of this Lease such other provisions prevail)
- 1.13 Whenever and to the extent that any provision of this Lease would or might contravene the provisions of Section 25 of the 1995 Act then:-

1.13.1 such provision is to take effect only in so far as it may do so without contravening Section 25 of the 1995 Act and

1.13.2 where such provision is incapable of having any effect without contravening Section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provisions were deleted and

1.13.3 the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result

2 Demise and rent

In consideration of the rents hereby reserved and the covenants and agreements on the part of the Tenant and the conditions hereinafter contained the Board by direction of the Managing Trustees demise to the Tenant with full title guarantee ALL THOSE the Premises EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 2 TO HOLD the same unto the Tenant for the Term SUBJECT TO the matters and things specified in Schedule 3 PAYING the following rents:-

2.1 from the Rent Commencement Date until the day before the third anniversary thereof the yearly rent of FIVE HUNDRED AND NINETY-FIVE THOUSAND POUNDS (£595,000.00) and thereafter for the remainder of the Term the yearly rent of SEVEN HUNDRED AND SIXTY THOUSAND POUNDS (£760,000.00) exclusive of Value Added Tax or any other tax or imposition which the Tenant may at any time during the Term be required by law to pay in addition to rent such rent being payable throughout the Term by quarterly payments in advance on the usual quarter days in every year without any deduction or set off the first payment to be made on the Rent Commencement Date for the period commencing on the Rent Commencement Date and ending on the 24th December 2001

2.2 on demand all Value Added Tax properly payable on any of the Payments which are chargeable to Value Added Tax

3 Tenants Covenants

The Tenant COVENANTS with the Landlord throughout the Term:-

Payments

3.1 Rent

- 3.1.1 to pay the rents reserved by this Lease promptly and without any deduction or set off
- 3.1.2 without prejudice to the provisions of clause 6.1 if any of the Payments are not made to the Managing Trustees within 21 days after they become due to pay the Managing Trustees Interest on those Payments on demand

3.2 Outgoings

- 3.2.1 to pay and discharge all Outgoings and where any of the Outgoings are assessed on the Premises and other property to pay a fair and proper proportion of such Outgoings attributable to the Premises such proportion to be reasonably determined by the Managing Trustees acting properly
- 3.2.2 to pay the suppliers and indemnify the Landlord against all charges for water electricity gas telephone and other services used at or in relation to the Premises and/or to the extent that the same are separately metered any charges relating to any apparatus belonging to such suppliers including meter and/or telephone rents and in case any such services shall be metered jointly with those used on other premises to pay to the Managing Trustees a fair and proper proportion of such charges attributable to the Premises such proportion to be determined by the Managing Trustees (acting reasonably)

3.3 Fees

to pay the Landlord all proper costs charges and expenses including legal costs and disbursements and charges payable to an architect or a surveyor or other agent which may properly be incurred by the Landlord in:-

- 3.3.1 any application to the Landlord or to any competent authority for any consent under the covenants in this Lease whether or not such consent is

granted or the application withdrawn unless such consent is held by a court to have been unreasonably withheld or offered subject to unreasonable conditions

- 3.3.2 the recovery or attempted recovery of the Payments
- 3.3.3 any action taken by the Landlord in abating a nuisance caused by the Tenant its servants agents sub-tenants or invitees on the Premises
- 3.3.4 any action taken by the Landlord in relation to any breach of the Tenant's obligations under this Lease
- 3.3.5 the preparation and service of any notices and the conduct of any proceedings relating to the Premises under sections 146 and 147 of The Law of Property Act 1925 (whether or not any right of re-entry has been waived by the Landlord or the Tenant has been relieved under the provisions of the said Act)
- 3.3.6 any inspection and/or approval by the Landlord or the Landlord's Surveyor of any alterations improvement or reinstatement carried out under clause 3.9
- 3.3.7 the preparation and service of a schedule of dilapidations whether or not before the end of the Term (but relating in all cases only to dilapidations which arise before the end of the Term)

and to keep the Landlord fully and effectually indemnified against all proper costs claims expenses and demands whatsoever in respect of the same

Repairs

3.4 Repair

- 3.4.1 to keep the whole of the Premises both externally and internally in as good and substantial repair decoration and condition as the Premises are now in (as evidenced by the Schedule of Condition and photographic record

signed by or on behalf of the parties hereto) and properly and regularly cleaned (but excluding any damage or destruction by any of the Insured Risks unless any of the insurance money is irrecoverable as a result of any act or default of the Tenant or any servant employee agent undertenant licensee or visitor of the Tenant)

- 3.4.2 to keep in good working order repair and condition (fair wear and tear excepted) the Service Media and all lighting heating and ventilation systems fire fighting equipment and all other machinery plant and apparatus and any Landlord's fixtures and fittings situated in the Premises and to replace any of them which stop working efficiently and cannot reasonably be repaired by suitable alternative articles or equipment of similar and modern kind to the reasonable satisfaction of the Managing Trustees
- 3.4.3 to comply with all requirements of the local authority and the fire service relating to the installation of fire sprinklers and fire alarm systems and other appliances in the Premises and to ensure that any such equipment or systems installed pursuant to those requirements are at all times adequately maintained
- 3.4.4 to pay within 14 days of demand the fair and proper proportion attributable to the Premises of the expense of making repairing and cleaning all party and other walls Service Media and other items belonging to the Premises and/or used in common with any other property and such fair and proper proportion if not agreed between the Landlord and the Tenant will be reasonably determined by the Landlord's Surveyor whose decision will be final and binding
- 3.4.5 to clean all the windows of the Premises as often as reasonably necessary

3.5 Paint

- 3.5.1 to paint all the outside parts of the Premises usually painted or otherwise treat them in the same manner in which they were previously treated when

reasonably necessary and in any event in the last year of the Term unless the Term is determined by notice served pursuant to clause 7.2

3.5.2 to paint decorate and treat all the inside parts of the Premises usually painted decorated and treated when reasonably necessary and in any event in the last year of the Term unless the Term is determined by notice pursuant to clause 7.2

3.5.3 every painting will be effected with at least two coats of good quality paint and all parts of the Premises which are not usually painted will be properly cleaned treated and renewed as necessary including internal papering and all such works will be carried out in a thorough and workmanlike manner with materials of good quality

3.5.4 to keep any part of the Premises which may not be built upon adequately surfaced in good condition and free from weeds

3.6 Right of inspection and entry

3.6.1 to permit the Landlord to enter and examine the condition of the Premises at reasonable times and upon at least 48 hours prior written notice and the Landlord may serve a notice on the Tenant specifying any breaches of covenant or repairs which are the Tenant's responsibility under this Lease and requiring the Tenant to remedy such breaches and carry out such repairs and if the Tenant does not start within two months and then proceed diligently to remedy such breaches and carry out such repairs the Landlord may enter the Premises at any time (without being responsible for any damage caused or any disturbance of business) and remedy such breaches of covenant and carry out such repairs and (without prejudice to any other rights available to the Landlord in this respect) the Tenant will pay to the Landlord on demand the costs incurred by the Landlord including any surveyors or agents fees together with Interest

3.6.2 to permit the Landlord to enter the Premises at reasonable times after reasonable notice (or at any time in an emergency) to:-

3.6.2.1 execute repairs or alterations to the Blue Property belonging to the Landlord during the Term or construct any buildings on it or connect pipes ducts wires cables sewers drains watercourses mains gutters and other media necessary for such property into the Service Media

3.6.2.2 exercise without interruption or interference any of the rights excepted and reserved by this Lease

the person or persons exercising such rights causing as little inconvenience as reasonably practicable and making good all damage to the Premises caused in the exercise of such rights but the Landlord will not be liable to the Tenant in respect of any loss damage or claim arising from noise dust vibration noxious fumes odours loss of trade nuisance or annoyance caused to the Tenant or any other person in connection with the exercise of those rights Provided that the Landlord will where practicable only exercise such right of entry outside the usual academic term times of the Tenant and will make good to the reasonable satisfaction of the Tenant or any sub-tenant any damage caused to the Premises or any personal property at the Premises belonging to the Tenant or any sub-tenant

3.7 Obstruction of services and removal of support

3.7.1 not to allow to pass into the Service Media any oil or grease or noxious or deleterious effluent or any other substance which will harm the Service Media and if any harm is caused to the Service Media to repair it as soon as reasonably practicable to the Managing Trustees' satisfaction

3.7.2 not to obstruct the free passage of the Services through the Service Media and not to damage the Service Media in any way

3.7.3 not to do anything on the Premises which would remove support from the Blue Property or any adjoining land buildings or structures or endanger the Blue Property or such land buildings or structures in any way

3.8 Yield up

to yield up the Premises at the end of the Term with full vacant possession and all fixtures in it (other than tenant's and trade fixtures all of which the Tenant must remove at the end of the Term and make good any damage caused to the satisfaction of the Landlord) together with all alterations additions and improvements made to the Premises during the Term which the Landlord has reasonably asked the Tenant to leave under clause 3.9.2.3 in such repair and condition as is required by the Tenant's covenants in this Lease

Alterations

3.9 Alterations

3.9.1 not to make any external structural alterations or additions to the Premises nor to demolish the whole or any part of the Premises without the Managing Trustees' prior written consent such consent not to be unreasonably withheld or delayed and subject to the remaining provisions of this clause 3.9

3.9.2 without prejudice to the provisions of clause 3.18 if the Managing Trustees give the Tenant consent to carry out alterations or additions to the Premises the Tenant will:-

3.9.2.1 supply the Managing Trustees with three copies of the plans and specifications of the alterations or additions and will have them approved by the Managing Trustees or the Landlord's Surveyor in writing such approval not to be unreasonably withheld or delayed before starting any work

3.9.2.2 carry out such alterations or additions in a good and workmanlike manner and with good quality materials and to the reasonable satisfaction of the Managing Trustees or the Landlord's Surveyor

- 3.9.2.3 enter into such covenants and obligations as the Managing Trustees require in respect of the carrying out of such alterations or additions and if alterations or additions are carried out without the Managing Trustees' prior written consent or not in accordance with the provisions of this clause 3.9 the Landlord may remove or reinstate all such unauthorised alterations or additions and the Tenant will pay the cost of such work together with Interest to the Landlord within 14 days of demand
- 3.9.3 not to make any alterations or additions to the electrical installation in the Premises except in accordance with the terms and conditions for the time being laid down by the Institution of Electrical Engineers and the regulations of the electricity supply authority
- 3.9.4 the Tenant may make internal non-structural alterations to the Premises (other than Mount Clare House) without the consent of the Management Trustees PROVIDED THAT at least 28 days prior to commencing such works the Tenant provides the Managing Trustees with detailed drawings and specifications describing the proposed works together with such other information as the Managing Trustees may reasonably request

3.10 Advertisements

- 3.10.1 not without the prior written consent of the Managing Trustees (such consent not to be unreasonably withheld or delayed) to place affix or display any sign advertisement notice poster or other notification whatsoever at the entrance to the Premises except a sign bearing the name of the Tenant and a sign bearing the name of the Premises and the purpose for which the Premises are used
- 3.10.2 at the end of the Term to remove any such sign advertisement notice poster or other notification and make good all damage caused

Dealings

3.11 Mortgages and preferential security

3.11.1 not to mortgage or charge the whole or any part of the Premises or any fixtures or fittings in them

3.11.2 not to give any bill of sale or other preferential security on the stock-in-trade or personal chattels of the Tenant which are on the Premises at any time

3.12 Alienation

save only in respect of student letting arrangements and any licence or tenancy arrangements during the vacation periods between academic terms not to assign or underlet nor part with or share possession or occupation of or grant licences or franchises to use or occupy the whole or any part of the Premises Provided that the Tenant may (subject to obtaining the approval of the Managing Trustees which approval shall not be unreasonably withheld or delayed) assign the Premises to an educational establishment within the collective organisation of the University of Surrey Roehampton or Southlands College Enterprises Limited or any other limited company under the control of the Tenant

Use

3.13 Use

3.13.1 to use the Premises for or in connection with the Approved Use at all times during the Term and not to use the Premises for any other purpose

3.13.2 to place all waste matter in properly covered dustbins and to comply with any requirements of the local authority as to the storage collection and disposal of all waste and refuse of any nature whatsoever

3.14 Nuisance

- 3.14.1 not knowingly to use or occupy the Premises for any immoral or illegal purposes or for any offensive noisy objectionable or dangerous trade business or occupation or for any political purpose or for the purpose of any betting transaction within the meaning of the Betting Gaming and Lotteries Act 1963 and not to make any application for a betting office licence or permit in respect of the Premises Provided that it is hereby agreed that the use of the Premises for the Approved Use will not constitute a breach of this clause
- 3.14.2 not to do anything which is or may become a legally actionable nuisance to the Landlord or any owner or occupier of neighbouring or adjoining property or which may cause injury or damage to any neighbouring or adjoining property or any fixture or fitting goods furniture or other thing in it including injury or damage attributable to the neglect or default of the Tenant or its servant employee agent visitor sub-tenant or licensee or to the bursting overflowing disrepair or leaking of any cistern tank basin pipes or other apparatus in the Premises which the Tenant is liable to repair
- 3.14.3 not to keep on the Premises any dangerous or hazardous or specially combustible goods or erect or use any machinery in the Premises which is noisy or which causes significant vibration or is a nuisance to the Landlord or any occupier of adjoining premises
- 3.14.4 not to allow anything to be brought into the Premises which is heavier than the weight which the Premises are constructed to bear with due margin for safety and if any dispute arises under this clause the decision of the Managing Trustees or the Landlord's Surveyor will be conclusive and binding on the Tenant
- 3.14.5 not to allow any public auction to be held on the Premises

3.15 Encroachments

not to obstruct any windows lights or openings of the Premises or any adjoining property nor to permit any new window light opening doorway path passage or drain or other trespass encroachment or easement to be made or enjoyed upon over under or against the Premises and if any such trespass encroachment or easement is made or is attempted to be made to give immediate written notice to the Landlord and at the Landlord's request and cost to adopt such means and take such steps as the Landlord may require for preventing any such trespass or encroachment or the acquisition of any such easement

Statutory Requirements

3.16 Legislation

- 3.16.1 to observe and comply with the provisions and requirements of all legislation whether public or local affecting the Premises or their use including without limitation the Planning Legislation and legislation for the benefit of people employed at the Premises or in relation to the fixtures plant or machinery in the Premises and not to do or omit anything on the Premises which is in breach of such legislation but to do and provide everything required to be done or provided by such legislation so far as the same relates to the use of the Premises by the Tenant and to indemnify the Landlord against all proceedings penalties costs or claims in respect of any acts or omissions in breach of such legislation
- 3.16.2 If the Tenant receives notice of any order or proposal under such legislation to give notice to the Managing Trustees immediately and if so required by the Managing Trustees and at their cost to make or join with the Landlord in making such objections or representations in respect of any order or proposal as the Managing Trustees may require and to comply with any notice or order served on the Tenant under any such legislation
- 3.16.3 to give notice to the Managing Trustees of any defect in the Premises which might give rise to any obligation on the Landlord to do or refrain

from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord under the Defective Premises Act 1972 or otherwise

3.17 Environmental protection legislation

- 3.17.1 to comply with all requirements of the Pollution Control Legislation and (without limitation) to obtain all necessary licences and consents from any relevant statutory regulatory body insofar as such licences or consents may be necessary for the activities of the Tenant on the Premises provided that before making any application for any such licence or consent the Tenant will submit a copy of the application to the Managing Trustees for approval (such approval not to be unreasonably withheld or delayed) and will not implement any licence or consent unless and until the Managing Trustees have approved it in writing and it is agreed that the Managing Trustees will be entitled to withhold its approval if such licence or consent (either specifically or on the general terms of the legislation under which it was granted) may contain conditions or provisions which will or may involve the Landlord or any owners or occupiers of the Premises after the end of the Term in carrying out any clean up operations or remedial works on the Premises or any adjoining premises or watercourses or otherwise incurring expenditure in order to obtain a release of the conditions under the licence or consent or acceptance of a surrender of the licence or consent by the relevant statutory authority
- 3.17.2 to supply the Managing Trustees with copies of all notices directions reports or correspondence concerning any contamination of the Premises or any leakage seepage explosion escape or accident whereby any proceedings might be taken or threatened under the Pollution Control Legislation and to take all actions or precautions required by such notice directions report or correspondence immediately and diligently complete them
- 3.17.3 to provide the Landlord with such security as the Managing Trustees reasonably require before implementing any licence or consent under the Pollution Control Legislation (which may without limitation be in the form

of an environmental impairment liability insurance policy in the joint names of the Landlord and the Tenant)

3.18 Town planning

- 3.18.1 where consent of the Managing Trustees is required pursuant to clause 3.9 not to apply for planning consent under the Planning Legislation without the prior written consent of the Managing Trustees (such consent not to be unreasonably withheld or delayed) and to indemnify the Managing Trustees against all charges payable in respect of any such application and any sum which may become payable in consequence of any planning consent and if the Managing Trustees so require to apply for such planning consent in the name of the Landlord and/or all other persons for the time being interested in the Premises
- 3.18.2 if a planning consent is granted to the Tenant to supply a copy of the consent to the Managing Trustees immediately and if the consent has been granted with modifications or with conditions or restrictions which the Managing Trustees consider objectionable then before implementing the consent to take such action as the Managing Trustees require to secure the removal of such modifications conditions or restrictions including the making of an appeal where necessary
- 3.18.3 if the Managing Trustees so direct to make application to the relevant planning authority for a determination whether any alteration change of use or other action or proposal by the Tenant requires permission under the Planning Legislation and to give written notice to the Managing Trustees immediately of the relevant authority's decision
- 3.18.4 to carry out before the end of the Term any works required to be carried out as a condition of any planning permission implemented by the Tenant or any person deriving right or title through the Tenant whether the works are required to be carried out before the end of the Term or not

- 3.18.5 not to serve a purchase notice under the Planning Legislation requiring any local authority to purchase the Tenant's interest in the Premises
- 3.18.6 to give the Landlord within 14 days of demand a copy of every drawing application notice consent or licence that the Tenant may submit or receive in connection with any application for planning consent under this clause 3.18

Indemnity

3.19 Indemnity

- 3.19.1 to make good to the Landlord all loss and damage incurred by it as a result of any acts or defaults of the Tenant its servants licensees agents or contractors and to indemnify the Landlord against all actions claims liabilities costs and expenses arising out of such acts or defaults including without limitation the whole of the commission payable to bailiffs and agents employed by the Landlord
- 3.19.2 to indemnify the Landlord against all liability in respect of any actions proceedings claims demands losses costs expenses or damages arising out of:
 - 3.19.2.1 any injury to or the death of any person or damage to any property movable or immovable caused by or arising in any way directly or indirectly out of the repair state of repair condition existence of any alteration to or the use of the Premises
 - 3.19.2.2 the use of the Premises by the Tenant or any person in the Premises where the same results in damage to the Blue Property or personal injury

Title matters

3.20 Title matters

to the extent that the same affect the Premises and are still subsisting and capable of taking effect to observe and perform the matters referred to in Schedule 3 and fully indemnify the Landlord against all actions costs claims demands and other liability arising out of any breach or alleged breach of them

4 Landlord's covenants

The Landlord COVENANTS with the Tenant that:-

4.1 Quiet Enjoyment

If the Tenant pays the rents reserved by and observes and performs the Tenant's covenants and the conditions contained in this Lease the Tenant may quietly enjoy the Premises during the Term without any interruption by the Landlord or any person or persons lawfully claiming under or in trust for the Landlord by title paramount

4.2 The Landlord will not use the Blue Property in a manner which is inconsistent or incompatible with the Approved Use

5 Insurance

5.1 Definition

In this clause 5 "Permissions" are references to all the planning permissions and other permits and consents that may be required under Planning Legislation or other statutes for the time being in force to enable the Premises to be rebuilt and reinstated lawfully in the event of any damage or destruction

5.2 Covenant to insure

- 5.2.1 The Tenant covenants with the Landlord to insure the Premises, and keep them insured, against damage or destruction by the Insured Risks, in the joint names of the Landlord and the Tenant and of any other persons the Managing Trustees from time to time by notice to the Tenant reasonably require, in an amount equal to the full cost of rebuilding and reinstating the Premises as new in the event of their total destruction together with from four years loss of rent plus an appropriate sum in respect of architects', surveyors' and other professional fees, fees payable on application for any permissions, the cost of debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses
- 5.2.2 The Tenant covenants with the Landlord to effect and maintain such insurance, in such amount, as the Managing Trustees may from time to time by notice to the Tenant require in respect of the Tenant's liability to indemnify the Landlord against losses arising from the Tenant's acts, omissions or negligence and all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Premises
- 5.2.3 All insurance must be effected in a substantial and reputable insurance office, or with such underwriters, and through such agency as the Landlord from time to time approves, such approval not to be unreasonably withheld

5.3 Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5.3

- 5.3.1 The Tenant must comply with all requirements of the insurers
- 5.3.2 The Tenant must not do or omit to do anything that could cause any insurance policy effected in accordance with this Lease to become wholly

or partly void or voidable

- 5.3.3 The Tenant must immediately give notice to the Landlord of anything that might affect any insurance policy effected in accordance with this Lease, and of any destruction of or damage to the Premises, whether or not caused by one or more of the Insured Risks
- 5.3.4 The Tenant must produce to the Landlord on demand every insurance policy effected in accordance with this Lease and the receipt for the then current year's premium, and if so required must supply the Landlord with a copy of every such policy

5.4 Reinstatement

If and whenever during the Term the Premises are damaged or destroyed by one or more of the Insured Risks, then

- 5.4.1 all money received under any insurance policy effected in accordance with this Lease must be placed in an account in the joint names of the Managing Trustees and the Tenant at a bank designated by the Managing Trustees, and must immediately be released to the Tenant from that account by instalments, against architect's certificates or other evidence of expenditure or liability acceptable to the Managing Trustees, whose acceptance may not be unreasonably withheld or delayed, of expenditure actually incurred by the Tenant in rebuilding and reinstating the Premises including for the avoidance of doubt and without limitation demolition fees, professional fees and expenses, costs of obtaining any necessary consents and licences provided that all insurance monies received relating to the Tenant's fixtures and fittings and loss of rent shall belong to and be paid to the Tenant, and
- 5.4.2 the Tenant must with all convenient speed use all reasonable endeavours to obtain the Permissions, and as soon as they have been obtained rebuild and reinstate the Premises in accordance with them, making up out of its own money any difference between the cost of rebuilding and reinstatement and the money received from the insurance policy save to the extent that any

insurance monies have been withheld as a result of the act or default of the Landlord or the Managing Trustees

5.5 Frustration

If the Premises are destroyed or damaged by any of the Insured Risks so as to be unfit for occupation or use and reinstatement of the Premises is frustrated or impossible or if reinstatement is not practicable within a reasonable period not exceeding four years from the date of destruction or damage then this Lease may at the option of either party be determined by that party giving to the other six months' written notice served at any time before a reinstatement of the Premises and the Tenant shall not be required to lay out the money received from the insurance policy towards reinstatement and such money (other than the portion representing loss of rent) will belong to the Landlord

6 Provisions

It is agreed and declared that:-

6.1 Re-entry

if any of the following events occurs:-

6.1.1 the whole or any part of the rents reserved by this Lease are in arrear for twenty eight days (whether legally demanded or not)

6.1.2 the Tenant is in breach of or neglects to perform or observe any of the Tenant's covenants or the conditions contained in this Lease

then notwithstanding the waiver of any previous right of re-entry the Landlord or any person or persons duly authorised by it may at any time re-enter the Premises or any part of them in the name of the whole and hold and enjoy the Premises from that moment as if this Lease had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any earlier breach of any of the Tenant's covenants in this Lease

6.2 Disputes as to rights

any dispute between the Tenant and/or any other occupier for the time being of the Premises and/or the occupier or occupiers of adjoining or neighbouring property belonging to the Landlord about the nature and extent of any easement or right in favour of or affecting the Premises or about any other matters arising out of this Lease will be referred to the Managing Trustees and the Managing Trustees' decision (save in the case of manifest error) will be final and binding on the parties to the dispute

6.3 No implied easements

6.3.1 this Lease does not (by implication or otherwise) confer upon the Tenant any rights or privileges not expressly set out in this Lease

6.3.2 nothing in this Lease (including without limitation the rights set out in Schedule 3) confers on the Tenant (by implication or otherwise) any easement or right over or against the Premises or the Blue Property which might restrict or prejudice the future rebuilding alteration or development of the Premises or the Blue Property nor will the Tenant be entitled to compensation for any damage or disturbance caused by any such rebuilding alteration or development

6.3.3 the Landlord has power at all times to deal as it thinks fit with any of its adjoining or neighbouring property without obtaining any consent from or making any compensation to the Tenant and may erect on such property any buildings whether or not such buildings affect or diminish the light or air which is enjoyed by the Tenant or any other occupier of the Premises during the Term or might otherwise interfere with the use and enjoyment of the Premises

6.4 Waiver

6.4.1 if the Landlord accepts or demands rent after the Landlord or its agents have become aware of or have had notice of any breach of any of the Tenant's covenants under this Lease such acceptance of or demand for rent

will not waive any such breach or any of the Landlord's rights of forfeiture or re-entry in respect of it and the breach will be a continuing breach of covenant so long as it continues so that neither the Tenant nor any person taking any estate or interest under the Tenant will be entitled to set up any such acceptance of or demand for rent as a defence in any action or proceedings by the Landlord

- 6.4.2 if the Landlord refuses to accept the rent payable under this Lease as a result of a breach of covenant by the Tenant the Tenant will pay the Landlord on demand on the forfeiture of this Lease or when the breach has been remedied a sum equal to the aggregate of the instalments of such refused rent together with Interest in respect of the periods commencing when the respective instalments fell due for payment under this Lease up until the date of payment

6.5 Notices

- 6.5.1 any notice request or consent under this Lease must be in writing and any notice to the Landlord will be sufficiently served if sent by recorded delivery to the address of the Managing Trustees and any notice to the Tenant will be sufficiently served if sent by recorded delivery to its registered office or left or sent by recorded delivery to the Premises
- 6.5.2 any notice sent by recorded delivery will be deemed to have been duly served 48 hours after it was posted and in proving service it will be sufficient to prove that the envelope containing the notice was duly addressed to the Landlord or the Tenant (as the case may be) in accordance with this clause and posted to the place to which it was so addressed

6.6 No planning warranties

nothing in this Lease or in any consent granted by the Landlord under this Lease constitutes any warranty by the Landlord that the Premises are authorised under the Planning Legislation or otherwise for use for any specific purpose

6.7 Landlord not liable for damage

(save where the same arises as a result of the act default omission or negligence of the Landlord its servants agents or invitees) the Landlord will not be liable to the Tenant or to any other person for any accident loss or damage which may be caused to the Tenant or any other person or caused to the Premises or to any goods or property of the Tenant or any other person or any other person or as a result of any breach of any obligation in this Lease whether express or implied or as a result of any fire or leakage or overflow from any pipes taps mains cisterns or other appliances in or near the Premises or as a result of any other cause whatever and the Landlord will not be liable to any person not a party to this Lease to perform any of the covenants in this Lease whether express or implied insofar as such covenants impose obligations going beyond the common duty of care imposed by the Occupiers Liability Acts 1957 and 1984 or the Defective Premises Act 1972

6.8 Compensation

except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement the Tenant will not be entitled to claim from the Landlord on quitting the Premises or any part of them any compensation under the Landlord and Tenant Acts 1927 and 1954

6.9 Value Added Tax

all sums payable by the Tenant under this Lease which may be subject to Value Added Tax are tax exclusive sums and the Value Added Tax is payable by the Tenant as additional rent in addition to such sums Provided that the Landlord shall have first provided to the Tenant a valid Value Added Tax invoice addressed to the Tenant and provided further that in the case of supplies being made to the Landlord in respect of which the Tenant agrees in this Lease to reimburse the Landlord, the Tenant shall not be liable for any such Value Added Tax to the extent that such Value Added Tax is recoverable, reclaimable or capable of settlement by the Landlord and

6.9.1 this shall apply whether or not the sums become liable to Value Added Tax as a result of an election by the Landlord and

- 6.9.2 if the Landlord has any right of election in respect of Value Added Tax it will not be obliged to have regard to the interests of the Tenant in making such election

7 Options to Determine

7.1 Determination by the Landlord

If the Landlord wishes to determine the Term for whatever reason and shall have given to the Tenant not less than sixteen months' written notice to that effect then immediately upon the expiry of such notice the Term shall determine provided that no such notice shall be effective unless its expiry date is expressed to be the 31st July of the relevant year

7.2 Determination by the Tenant

If at any time during the Term unconditional contracts are exchanged between the parties or between the Landlord and an educational establishment within the collective organisation of the Tenant for the sale to the Tenant or to such educational establishment of the Landlord's freehold interest in the Premises and the Blue Property the Tenant may determine the Term on giving to the Managing Trustees written notice to that effect expiring on the actual completion date of the sale and purchase

7.3 Related provisions

7.3.1 Any notice by the Landlord exercising an option to determine the Term shall be valid if given under hand only by or on behalf of the Managing Trustees

7.3.2 any determination of the Term pursuant to the provisions of this clause 7 shall take effect without prejudice to any rights or remedies of either party against the other in respect of any antecedent claim or breach of the covenants herein contained



8 Exclusion of Security of Tenure

Having been authorised to do so by an order of the Mayor's and City of London Court (No ~~NY167454~~) made on the 28th day of September 2001 under the provisions of Section 38(4) of the Landlord and Tenant Act 1954, the parties agree that the provisions of Sections 24 to 28 (inclusive) of that Act shall be excluded in relation to the tenancy created by this Lease

9 Contracts (Rights of Third Parties) Act 1999

The parties to this Lease do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

EXECUTED AS A DEED and delivered on the date set out at the beginning of this Lease

SCHEDULE 1

The Premises

The Property known as Mount Clare House and the Temple together with all adjoining land and buildings (other than the Blue Property) at Minstead Gardens, Roehampton in the London Borough of Wandsworth ALL which said property is shown edged red on the Plan.

SCHEDULE 2

Exceptions and reservations

1. Full and free rights to enter the Premises at all reasonable times after reasonable notice (or at any time in an emergency) with or without surveyors agents workmen materials and appliances to exercise any of the rights excepted reserved or contained in this Lease

or to comply with any obligation of the Landlord under this Lease the person or persons exercising such rights causing as little inconvenience as reasonably practicable and making good all damage to the Premises caused in the exercise of the rights but the Landlord will not be liable to the Tenant in respect of any loss damage or claim arising from noise dust vibration noxious fumes odours loss of trade nuisance or annoyance caused to the Tenant or any other person in connection with the exercise of those rights

2. Full right and liberty to build on alter add to redevelop or extend in height or otherwise any buildings standing on the Blue Property belonging to the Landlord at any time during the Term notwithstanding that the access of light and air to the Premises and its lights windows and openings may be affected
3. Full rights of light air support shelter and protection and all other easements and rights now or at any time during the Term belonging to or enjoyed by the Blue Property
4. Full rights of way at all times with or without vehicles over such parts of the Premises as are necessary in order to gain access to or egress from the Blue Property

SCHEDULE 3

Matters to which the Lease is subject

The matters contained or referred to in the registers of Title Nos. TGL160764 and TGL47293.

~~The COMMON SEAL of UNIVERSITY
OF SURREY, ROEHAMPTON
was hereunto affixed in the presence of:-~~



Executed by University of Surrey
Roehampton acting by two trustees

Signed by the said R. M. Hartie-Smith
in the presence of: Shelagh LeGrave R.M. HARTIE-SMITH

Name SHELAGH LE GRAVE³⁰

Address Ashfield House, Ashfield Close, Mollins
Wokingham

occupation ACCOUNTANT

Signed by the said Margaret Walshe MARGARET WALSHÉ
in the presence of: Stellogh Legrave

Name ST. LEGRAVE

Address Ashfield House, Ashfield Close, Malvern
Worcestershire GL2 9NP.

Occupation Accountant.

DATED 17th June 2003

**THE TRUSTEES FOR METHODIST CHURCH PURPOSES
with THE METHODIST COUNCIL**

-and-

**THE TRUSTEES OF THE
UNIVERSITY OF SURREY, ROEHAMPTON**

Counterpart / LEASE

of

The Dining Block premises forming part of
Mount Clare House, the Temple and surrounding land and buildings at
Minstead Gardens, Roehampton

Pothecary & Barratt
Talbot House
Talbot Court
Gracechurch Street
London EC3V 0BS

Ref: LJ/MCC-63
Tel: 020 7623 7520

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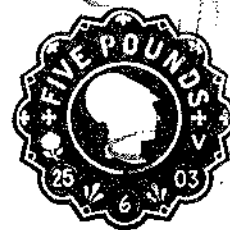
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LEASE PARTICULARS



1. Date : 17th June 2002
2. Lease or Underlease : Lease
3. Parties
the Landlord : THE TRUSTEES FOR METHODIST CHURCH PURPOSES (a charitable body corporate established by the Methodist Church Act 1939) of Central Buildings, Oldham Street, Manchester, M1 1JQ ("the Board") and [] and [] for themselves and others the members from time to time of THE METHODIST COUNCIL of Methodist Church House, 25 Marylebone Road, London NW1 5JR ("the Managing Trustees")
- the Tenant : THE TRUSTEES OF THE UNIVERSITY OF SURREY, ROEHAMPTON of 80 Roehampton Lane, London SW15 5SL (registered charity number 276590)
4. Premises : The Dining Block forming part of Mount Clare House, the Temple and surrounding land and buildings at Minstead Gardens, Roehampton
5. Term : From 29th day of September 2002 to the 20th day of September 2011
6. Yearly Rent : £100,000 per annum rising to £200,000 per annum
7. Rent Commencement Date : 29th September 2002
8. Approved Use : Use as student accommodation, residential and non-residential education facility, conference and training facility, holiday lettings, facilities for visiting delegates, and offices for teaching and administrative staff, together with car parking, and social facilities connected to any of the foregoing and uses ancillary to any of the foregoing

THIS LEASE is made on the Date stated in the Particulars

BETWEEN the Parties specified in the Particulars

PREAMBLE

- (1) The Board are seised in fee simple in possession of the reversion immediately expectant on the determination of the Term
- (2) The Premises are held by or in trust for a charity known as Southlands College ("the Charity") by the Board as custodian trustees and the Charity is a non-exempt charity and this Lease is one falling within paragraph (b) of sub-section (9) of Section 36 of the Charities Act 1993
- (3) The Board and the Managing Trustees hereby certify that as charity trustees they have power under the trusts of the Charity to effect this disposition and that they have complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to it
- (4) Pursuant to the trusts of the Charity the Methodist Council in exercise of the powers conferred upon it by Standing Order 211 of the Methodist Church, in the name and on behalf of the Conference has by resolution passed on the 3rd April 2001 consented to the grant of this Lease upon the terms and conditions hereinafter appearing.
- (5) By resolution pursuant to Section 82 of the Charities Act 1993 the said *Nigel Collinson* and the said *David Gerald Peck* are authorised to execute this Lease in the names and on behalf of the Managing Trustees

1 Interpretation

- 1.1 In this Lease the following words and expressions shall have the following meanings:-

Words and Expressions

Meanings

"Conference"

the annual Conference of the Methodist Church and includes the governing body from time to time of the Methodist Church

"Insured Risks"

means loss or damage by fire storm tempest flood lightning explosion aircraft articles dropped from aircraft riot civil commotion malicious damage impact bursting and overflowing of tanks other apparatus subsidence and heave and such other risks as the Landlord may from time to time reasonably require (including without limitation cover in respect of terrorism and the Landlord's liability to third parties)

"Interest"

interest at the Prescribed Rate during the period from the first date on which the relevant Payment is due to the date of payment compounded on the Quarter Days both before and after any judgment

"Landlord"

the Landlord named in the Particulars including the Board or other person from time to time entitled to the reversion immediately expectant on the determination of the Term

"Landlord's Surveyor"

the surveyor for the time being appointed by the Managing Trustees

"this Lease"

this deed and all documents supplemental to it

"Managing Trustees"

the Managing Trustees named in the Particulars including any person or persons from time to time directed by the Conference to act as the Board's managing trustees of the Premises in their place

"Outgoings"

all existing and future rates taxes assessments charges and outgoings whether parliamentary local or otherwise whether of the nature of capital or revenue and even though of a wholly novel character which may now or at any time during the Term be rated taxed assessed charges or imposed upon the Premises (whether alone or in conjunction with other property) or any part of them or upon the owner or occupier in respect of them other than

- (a) any tax payable by a landlord of property as a result of any dealing (whether actual or deemed) by such landlord with its reversionary interest in such property;
- (b) any tax (other than value added tax) payable by a landlord in respect of rents received from a property;
- (c) any tax payable in respect of the profits or trading activities of a landlord of property

"Particulars"

the words and expressions which appear under the heading "Lease Particulars" at the beginning of this Lease

"Payments"

the rents fees and any other payments payable by the Tenant under this Lease (and "Payment" shall be construed in the same way)

"Plan"

the plan attached to this Lease and anything referred to as shown on the Plan is so shown for identification only

"Planning Legislation"	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991
"Pollution Control Legislation"	all statutes relating to the protection of the environment and human and animal welfare including (without limitation) the Public Health Acts 1936 and 1961 the Control of Pollution Act 1974 the Water Act 1989 and the Environmental Protection Act 1990
"Premises"	the property briefly described in the Particulars and more fully described in <u>Schedule 1</u> and/or each and every part of it together with all buildings now or at any time during the Term erected on the whole or part of it and all additions alterations and improvements made to it at any time during the Term erected on the whole or part of it and all Service Media doors windows boundary walls plant equipment machinery fixtures and fittings forming part of it or attached to it at any time during the Term
"Prescribed Rate"	3% per annum above the base lending rate from time to time of HSBC Bank plc (or such other bank being a member of the committee of London clearing banks as the Managing Trustees shall nominate) calculated on a daily basis or if such base lending rate is no longer published or available for use 3% per annum above such other reasonably comparable rate of interest as the Managing Trustees reasonably specify

"Service Media"	the pipes ducts wires cisterns tanks radiators cables meters sewers drains watercourses mains gutters and other media which are in on over or under the Premises or which provide or remove the Services from to or through the Premises at any time during the Term
"Services"	water soil surface water electricity gas oil telephone power fire alarm systems telecommunications or other services
"Tenant"	the Tenant named in the Particulars
"Term"	the term stated in the Particulars
"Value Added Tax"	the meaning given to those words in the Value Added Tax Act 1994 including any similar tax whether in substitution for it or in addition to it
"1995 Act"	the Landlord and Tenant (Covenants) Act 1995

1.2

1.2.1 Subject to clause 1.2.2 where two or more persons are included in the expressions "the Landlord" or "the Tenant" the covenants and agreements entered into by those persons shall be deemed to be entered into by them jointly and severally

1.2.2 For so long as the reversion immediately expectant on the determination of the Term is vested in the Board all covenants in this Lease (other than clause 4) on the part of the Landlord shall be construed as meaning covenants on the part of the Managing Trustees only to the intent that the Board shall not incur any personal liability under them

- 1.3 The word "person" includes an individual body corporate firm unincorporated association or other body or entity possessing legal personality
- 1.4 References in this Lease to clauses Schedules or paragraphs are references to clauses Schedules or paragraphs of this Lease unless otherwise stated
- 1.5 References to any right of the Landlord to have access to the Premises extend to any superior landlord or mortgagee (including its or their agents professional advisers contractors workmen and others)
- 1.6 Any right exercisable by the Landlord is also exercisable by anyone authorised by the Landlord or anyone else who has the same right and any right exercisable by the Tenant is exercisable by the Tenant in common with the Landlord and anyone else authorised by the Landlord or who has the same right
- 1.7 Any covenant by the Tenant not to do or omit an act or thing shall in either case be deemed to include an obligation not knowingly to permit or suffer such act or thing to be done or omitted
- 1.8 Any reference to the end of the Term means the expiry or earlier termination of the Term and any reference to the last year of the Term means the period of twelve months immediately preceding such expiry or earlier termination
- 1.9 Any provisions in this Lease which require the Tenant to obtain the consent or approval of the Landlord also require the Tenant to obtain the consent or approval of any mortgagee (to the extent that the Tenant is aware of the existence of any) of the Premises and any superior landlord (where such consent is required) but nothing in this Lease implies any obligation upon any mortgagee or any superior landlord not to refuse any such consent or approval unreasonably
- 1.10 References to any legislation statute rule or order shall be deemed to include every statutory modification re-enactment or replacement of it for the time being in force and every bye-law statutory instrument rule order notice direction and regulation from time to time made or in force under it

- 1.11 The headings to the clauses Schedules and paragraphs of this Lease do not form part of it and are of no effect
- 1.12 The Particulars form part of this Lease and unless the words and expressions referred to in the Particulars are defined in clause 1.1 they have the meanings given to those words and expressions in the Particulars (but if there is any inconsistency between the Particulars and the other provisions of this Lease such other provisions prevail)
- 1.13 Whenever and to the extent that any provision of this Lease would or might contravene the provisions of Section 25 of the 1995 Act then:-
- 1.13.1 such provision is to take effect only in so far as it may do so without contravening Section 25 of the 1995 Act and
- 1.13.2 where such provision is incapable of having any effect without contravening Section 25 of the 1995 Act this Lease is to be construed and interpreted as if such provisions were deleted and
- 1.13.3 the legality validity and enforceability of any of the remaining provisions of this Lease is not in any way to be affected or impaired as a result

2 Demise and rent

In consideration of the rents hereby reserved and the covenants and agreements on the part of the Tenant and the conditions hereinafter contained the Board by direction of the Managing Trustees demise to the Tenant with full title guarantee ALL THOSE the Premises together with the Rights set out in Schedule 2 EXCEPTING AND RESERVING to the Landlord the rights set out in Schedule 3 TO HOLD the same unto the Tenant for the Term SUBJECT TO the matters and things specified in Schedule 4 PAYING the following rents:-

- 2.1 from the Rent Commencement Date until the day before the third anniversary thereof the yearly rent of ONE HUNDRED THOUSAND POUNDS (£100,000.00) and thereafter for the remainder of the Term the yearly rent of TWO HUNDRED THOUSAND POUNDS (£200,000.00) exclusive of Value Added Tax

or any other tax or imposition which the Tenant may at any time during the Term be required by law to pay in addition to rent such rent being payable throughout the Term by quarterly payments in advance on the usual quarter days in every year without any deduction or set off the first payment to be made on the Rent Commencement Date for the period commencing on the Rent Commencement Date and ending on the 24th December 2002

- 2.2 on demand all Value Added Tax properly payable on any of the Payments which are chargeable to Value Added Tax

3 Tenants Covenants

The Tenant COVENANTS with the Landlord throughout the Term:-
Payments

3.1 Rent

- 3.1.1 to pay the rents reserved by this Lease promptly and without any deduction or set off
- 3.1.2 without prejudice to the provisions of clause 6.1 if any of the Payments are not made to the Managing Trustees within 21 days after they become due to pay the Managing Trustees Interest on those Payments on demand

3.2 Outgoings

- 3.2.1 to pay and discharge all Outgoings and where any of the Outgoings are assessed on the Premises and other property to pay a fair and proper proportion of such Outgoings attributable to the Premises such proportion to be reasonably determined by the Managing Trustees acting properly
- 3.2.2 to pay the suppliers and indemnify the Landlord against all charges for water electricity gas telephone and other services used at or in relation to the Premises and/or to the extent that the same are separately metered any charges relating to any apparatus belonging to such suppliers including meter and/or telephone rents and in case any such services shall be

metered jointly with those used on other premises to pay to the Managing Trustees a fair and proper proportion of such charges attributable to the Premises such proportion to be determined by the Managing Trustees (acting reasonably)

3.3 Fees

to pay the Landlord all proper costs charges and expenses including legal costs and disbursements and charges payable to an architect or a surveyor or other agent which may properly be incurred by the Landlord in:-

- 3.3.1 any application to the Landlord or to any competent authority for any consent under the covenants in this Lease whether or not such consent is granted or the application withdrawn unless such consent is held by a court to have been unreasonably withheld or offered subject to unreasonable conditions
- 3.3.2 the recovery or attempted recovery of the Payments
- 3.3.3 any action taken by the Landlord in abating a nuisance caused by the Tenant its servants agents sub-tenants or invitees on the Premises
- 3.3.4 any action taken by the Landlord in relation to any breach of the Tenant's obligations under this Lease
- 3.3.5 the preparation and service of any notices and the conduct of any proceedings relating to the Premises under sections 146 and 147 of The Law of Property Act 1925 (whether or not any right of re-entry has been waived by the Landlord or the Tenant has been relieved under the provisions of the said Act)
- 3.3.6 any inspection and/or approval by the Landlord or the Landlord's Surveyor of any alterations improvement or reinstatement carried out under clause 3.9

- 3.3.7 the preparation and service of a schedule of dilapidations whether or not before the end of the Term (but relating in all cases only to dilapidations which arise before the end of the Term)

and to keep the Landlord fully and effectually indemnified against all proper costs claims expenses and demands whatsoever in respect of the same

Repairs

3.4 Repair

- 3.4.1 to keep the whole of the Premises both externally and internally in as good and substantial repair decoration and condition as the Premises are now in (as evidenced by the Schedule of Condition and photographic record signed by or on behalf of the parties hereto) and properly and regularly cleaned (but excluding any damage or destruction by any of the Insured Risks unless any of the insurance money is irrecoverable as a result of any act or default of the Tenant or any servant employee agent undertenant licensee or visitor of the Tenant)
- 3.4.2 to keep in good working order repair and condition (fair wear and tear excepted) the Service Media and all lighting heating and ventilation systems fire fighting equipment and all other machinery plant and apparatus and any Landlord's fixtures and fittings situated in the Premises and to replace any of them which stop working efficiently and cannot reasonably be repaired by suitable alternative articles or equipment of similar and modern kind to the reasonable satisfaction of the Managing Trustees
- 3.4.3 to comply with all requirements of the local authority and the fire service relating to the installation of fire sprinklers and fire alarm systems and other appliances in the Premises and to ensure that any such equipment or systems installed pursuant to those requirements are at all times adequately maintained

3.4.4 to pay within 14 days of demand the fair and proper proportion attributable to the Premises of the expense of making repairing and cleaning all party and other walls Service Media and other items belonging to the Premises and/or used in common with any other property and such fair and proper proportion if not agreed between the Landlord and the Tenant will be reasonably determined by the Landlord's Surveyor whose decision will be final and binding

3.4.5 to clean all the windows of the Premises as often as reasonably necessary

3.5 Paint

3.5.1 to paint all the outside parts of the Premises usually painted or otherwise treat them in the same manner in which they were previously treated when reasonably necessary and in any event in the last year of the Term unless the Term is determined by notice served pursuant to clause 7.2

3.5.2 to paint decorate and treat all the inside parts of the Premises usually painted decorated and treated when reasonably necessary and in any event in the last year of the Term unless the Term is determined by notice pursuant to clause 7.2

3.5.3 every painting will be effected with at least two coats of good quality paint and all parts of the Premises which are not usually painted will be properly cleaned treated and renewed as necessary including internal papering and all such works will be carried out in a thorough and workmanlike manner with materials of good quality

3.5.4 to keep any part of the Premises which may not be built upon adequately surfaced in good condition and free from weeds

3.6 Right of inspection and entry

3.6.1 to permit the Landlord to enter and examine the condition of the Premises at reasonable times and upon at least 48 hours prior written notice and the Landlord may serve a notice on the Tenant specifying any breaches of covenant or repairs which are the Tenant's responsibility under this Lease and requiring the Tenant to remedy such breaches and carry out such repairs and if the Tenant does not start within two months and then proceed diligently to remedy such breaches and carry out such repairs the Landlord may enter the Premises at any time (without being responsible for any damage caused or any disturbance of business) and remedy such breaches of covenant and carry out such repairs and (without prejudice to any other rights available to the Landlord in this respect) the Tenant will pay to the Landlord on demand the costs incurred by the Landlord including any surveyors or agents fees together with Interest

3.6.2 to permit the Landlord to enter the Premises at reasonable times after reasonable notice (or at any time in an emergency) to:-

3.6.2.1 execute repairs or alterations to the Landlord's adjoining land buildings or structures during the Term or construct any buildings on it or connect pipes ducts wires cables sewers drains watercourses mains gutters and other media necessary for such property into the Service Media

3.6.2.2 exercise without interruption or interference any of the rights excepted and reserved by this Lease

the person or persons exercising such rights causing as little inconvenience as reasonably practicable and making good all damage to the Premises caused in the exercise of such rights but the Landlord will not be liable to the Tenant in respect of any loss damage or claim arising from noise dust vibration noxious fumes odours loss of trade nuisance or annoyance caused to the Tenant or any other person in connection with the exercise of those rights Provided that the Landlord will where practicable only exercise such right of entry outside the usual academic term times of the

Tenant and will make good to the reasonable satisfaction of the Tenant or any sub-tenant any damage caused to the Premises or any personal property at the Premises belonging to the Tenant or any sub-tenant

3.7 Obstruction of services and removal of support

- 3.7.1 not to allow to pass into the Service Media any oil or grease or noxious or deleterious effluent or any other substance which will harm the Service Media and if any harm is caused to the Service Media to repair it as soon as reasonably practicable to the Managing Trustees' satisfaction
- 3.7.2 not to obstruct the free passage of the Services through the Service Media and not to damage the Service Media in any way
- 3.7.3 not to do anything on the Premises which would remove support from the adjoining land buildings or structures or endanger such land buildings or structures in any way

3.8 Yield up

to yield up the Premises at the end of the Term with full vacant possession and all fixtures in it (other than tenant's and trade fixtures all of which the Tenant must remove at the end of the Term and make good any damage caused to the satisfaction of the Landlord) together with all alterations additions and improvements made to the Premises during the Term which the Landlord has reasonably asked the Tenant to leave under clause 3.9.2.3 in such repair and condition as is required by the Tenant's covenants in this Lease

Alterations

3.9 Alterations

- 3.9.1 not to make any external structural alterations or additions to the Premises nor to demolish the whole or any part of the Premises without the Managing Trustees' prior written consent such consent not to be

unreasonably withheld or delayed and subject to the remaining provisions of this clause 3.9

3.9.2 without prejudice to the provisions of clause 3.18 if the Managing Trustees give the Tenant consent to carry out alterations or additions to the Premises the Tenant will:-

3.9.2.1 supply the Managing Trustees with three copies of the plans and specifications of the alterations or additions and will have them approved by the Managing Trustees or the Landlord's Surveyor in writing such approval not to be unreasonably withheld or delayed before starting any work

3.9.2.2 carry out such alterations or additions in a good and workmanlike manner and with good quality materials and to the reasonable satisfaction of the Managing Trustees or the Landlord's Surveyor

3.9.2.3 enter into such covenants and obligations as the Managing Trustees require in respect of the carrying out of such alterations or additions and if alterations or additions are carried out without the Managing Trustees' prior written consent or not in accordance with the provisions of this clause 3.9 the Landlord may remove or reinstate all such unauthorised alterations or additions and the Tenant will pay the cost of such work together with Interest to the Landlord within 14 days of demand

3.9.3 not to make any alterations or additions to the electrical installation in the Premises except in accordance with the terms and conditions for the time being laid down by the Institution of Electrical Engineers and the regulations of the electricity supply authority

- 3.9.4 the Tenant may make internal non-structural alterations to the Premises without the consent of the Management Trustees PROVIDED THAT at least 28 days prior to commencing such works the Tenant provides the Managing Trustees with detailed drawings and specifications describing the proposed works together with such other information as the Managing Trustees may reasonably request

3.10 Advertisements

- 3.10.1 not without the prior written consent of the Managing Trustees (such consent not to be unreasonably withheld or delayed) to place affix or display any sign advertisement notice poster or other notification whatsoever at the entrance to the Premises except a sign bearing the name of the Tenant and a sign bearing the name of the Premises and the purpose for which the Premises are used
- 3.10.2 at the end of the Term to remove any such sign advertisement notice poster or other notification and make good all damage caused

Dealings

- 3.11 Mortgages and preferential security
- 3.11.1 not to mortgage or charge the whole or any part of the Premises or any fixtures or fittings in them
- 3.11.2 not to give any bill of sale or other preferential security on the stock-in-trade or personal chattels of the Tenant which are on the Premises at any time

3.12 Alienation

save only in respect of student letting arrangements and any licence or tenancy arrangements during the vacation periods between academic terms not to assign or underlet nor part with or share possession or occupation of or grant licences or franchises

to use or occupy the whole or any part of the Premises Provided that the Tenant may (subject to obtaining the approval of the Managing Trustees which approval shall not be unreasonably withheld or delayed) assign the Premises to an educational establishment within the collective organisation of the University of Surrey Roehampton or Southlands College Enterprises Limited or any other limited company under the control of the Tenant

Use

3.13 Use

- 3.13.1 to use the Premises for or in connection with the Approved Use at all times during the Term and not to use the Premises for any other purpose
- 3.13.2 to place all waste matter in properly covered dustbins and to comply with any requirements of the local authority as to the storage collection and disposal of all waste and refuse of any nature whatsoever

3.14 Nuisance

- 3.14.1 not knowingly to use or occupy the Premises for any immoral or illegal purposes or for any offensive noisy objectionable or dangerous trade business or occupation or for any political purpose or for the purpose of any betting transaction within the meaning of the Betting Gaming and Lotteries Act 1963 and not to make any application for a betting office licence or permit in respect of the Premises Provided that it is hereby agreed that the use of the Premises for the Approved Use will not constitute a breach of this clause
- 3.14.2 not to do anything which is or may become a legally actionable nuisance to the Landlord or any owner or occupier of neighbouring or adjoining property or which may cause injury or damage to any neighbouring or adjoining property or any fixture or fitting goods furniture or other thing in it including injury or damage attributable to the neglect or default of the Tenant or its servant employee agent visitor sub-tenant or licensee or to

the bursting overflowing disrepair or leaking of any cistern tank basin pipes or other apparatus in the Premises which the Tenant is liable to repair

3.14.3 not to keep on the Premises any dangerous or hazardous or specially combustible goods or erect or use any machinery in the Premises which is noisy or which causes significant vibration or is a nuisance to the Landlord or any occupier of adjoining premises

3.14.4 not to allow anything to be brought into the Premises which is heavier than the weight which the Premises are constructed to bear with due margin for safety and if any dispute arises under this clause the decision of the Managing Trustees or the Landlord's Surveyor will be conclusive and binding on the Tenant

3.14.5 not to allow any public auction to be held on the Premises

3.15 Encroachments

not to obstruct any windows lights or openings of the Premises or any adjoining property nor to permit any new window light opening doorway path passage or drain or other trespass encroachment or easement to be made or enjoyed upon over under or against the Premises and if any such trespass encroachment or easement is made or is attempted to be made to give immediate written notice to the Landlord and at the Landlord's request and cost to adopt such means and take such steps as the Landlord may require for preventing any such trespass or encroachment or the acquisition of any such easement

Statutory Requirements

3.16 Legislation

3.16.1 to observe and comply with the provisions and requirements of all legislation whether public or local affecting the Premises or their use including without limitation the Planning Legislation and legislation for the

benefit of people employed at the Premises or in relation to the fixtures plant or machinery in the Premises and not to do or omit anything on the Premises which is in breach of such legislation but to do and provide everything required to be done or provided by such legislation so far as the same relates to the use of the Premises by the Tenant and to indemnify the Landlord against all proceedings penalties costs or claims in respect of any acts or omissions in breach of such legislation

3.16.2 If the Tenant receives notice of any order or proposal under such legislation to give notice to the Managing Trustees immediately and if so required by the Managing Trustees and at their cost to make or join with the Landlord in making such objections or representations in respect of any order or proposal as the Managing Trustees may require and to comply with any notice or order served on the Tenant under any such legislation

3.16.3 to give notice to the Managing Trustees of any defect in the Premises which might give rise to any obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord under the Defective Premises Act 1972 or otherwise

3.17 Environmental protection legislation

3.17.1 to comply with all requirements of the Pollution Control Legislation and (without limitation) to obtain all necessary licences and consents from any relevant statutory regulatory body insofar as such licences or consents may be necessary for the activities of the Tenant on the Premises provided that before making any application for any such licence or consent the Tenant will submit a copy of the application to the Managing Trustees for approval (such approval not to be unreasonably withheld or delayed) and will not implement any licence or consent unless and until the Managing Trustees have approved it in writing and it is agreed that the Managing Trustees will be entitled to withhold its approval if such licence or consent (either specifically or on the general terms of the legislation under which it was granted) may contain conditions or provisions which will or may

involve the Landlord or any owners or occupiers of the Premises after the end of the Term in carrying out any clean up operations or remedial works on the Premises or any adjoining premises or watercourses or otherwise incurring expenditure in order to obtain a release of the conditions under the licence or consent or acceptance of a surrender of the licence or consent by the relevant statutory authority

3.17.2 to supply the Managing Trustees with copies of all notices directions reports or correspondence concerning any contamination of the Premises or any leakage seepage explosion escape or accident whereby any proceedings might be taken or threatened under the Pollution Control Legislation and to take all actions or precautions required by such notice directions report or correspondence immediately and diligently complete them

3.17.3 to provide the Landlord with such security as the Managing Trustees reasonably require before implementing any licence or consent under the Pollution Control Legislation (which may without limitation be in the form of an environmental impairment liability insurance policy in the joint names of the Landlord and the Tenant)

3.18 Town planning

3.18.1 where consent of the Managing Trustees is required pursuant to clause 3.9 not to apply for planning consent under the Planning Legislation without the prior written consent of the Managing Trustees (such consent not to be unreasonably withheld or delayed) and to indemnify the Managing Trustees against all charges payable in respect of any such application and any sum which may become payable in consequence of any planning consent and if the Managing Trustees so require to apply for such planning consent in the name of the Landlord and/or all other persons for the time being interested in the Premises

3.18.2 if a planning consent is granted to the Tenant to supply a copy of the consent to the Managing Trustees immediately and if the consent has been granted with modifications or with conditions or restrictions which the

Managing Trustees consider objectionable then before implementing the consent to take such action as the Managing Trustees require to secure the removal of such modifications conditions or restrictions including the making of an appeal where necessary

- 3.18.3 if the Managing Trustees so direct to make application to the relevant planning authority for a determination whether any alteration change of use or other action or proposal by the Tenant requires permission under the Planning Legislation and to give written notice to the Managing Trustees immediately of the relevant authority's decision
- 3.18.4 to carry out before the end of the Term any works required to be carried out as a condition of any planning permission implemented by the Tenant or any person deriving right or title through the Tenant whether the works are required to be carried out before the end of the Term or not
- 3.18.5 not to serve a purchase notice under the Planning Legislation requiring any local authority to purchase the Tenant's interest in the Premises
- 3.18.6 to give the Landlord within 14 days of demand a copy of every drawing application notice consent or licence that the Tenant may submit or receive in connection with any application for planning consent under this clause 3.18

Indemnity

3.19 Indemnity

- 3.19.1 to make good to the Landlord all loss and damage incurred by it as a result of any acts or defaults of the Tenant its servants licensees agents or contractors and to indemnify the Landlord against all actions claims liabilities costs and expenses arising out of such acts or defaults including without limitation the whole of the commission payable to bailiffs and agents employed by the Landlord

3.19.2 to indemnify the Landlord against all liability in respect of any actions proceedings claims demands losses costs expenses or damages arising out of:

3.19.2.1 any injury to or the death of any person or damage to any property movable or immovable caused by or arising in any way directly or indirectly out of the repair state of repair condition existence of any alteration to or the use of the Premises

3.19.2.2 the use of the Premises by the Tenant or any person in the Premises where the same results in damage to the Landlord's adjoining land buildings or structures or personal injury

Title matters

3.20 Title matters

to the extent that the same affect the Premises and are still subsisting and capable of taking effect to observe and perform the matters referred to in Schedule 3 and fully indemnify the Landlord against all actions costs claims demands and other liability arising out of any breach or alleged breach of them

4 Landlord's covenants

The Landlord COVENANTS with the Tenant that:-

4.1 Quiet Enjoyment

If the Tenant pays the rents reserved by and observes and performs the Tenant's covenants and the conditions contained in this Lease the Tenant may quietly enjoy the Premises during the Term without any interruption by the Landlord or any person or persons lawfully claiming under or in trust for the Landlord by title paramount

5 Insurance

5.1 Definition

In this clause 5 "Permissions" are references to all the planning permissions and other permits and consents that may be required under Planning Legislation or other statutes for the time being in force to enable the Premises to be rebuilt and reinstated lawfully in the event of any damage or destruction

5.2 Covenant to insure

- 5.2.1 The Tenant covenants with the Landlord to insure the Premises, and keep them insured, against damage or destruction by the Insured Risks, in the joint names of the Landlord and the Tenant and of any other persons the Managing Trustees from time to time by notice to the Tenant reasonably require, in an amount equal to the full cost of rebuilding and reinstating the Premises as new in the event of their total destruction together with from four years loss of rent plus an appropriate sum in respect of architects', surveyors' and other professional fees, fees payable on application for any permissions, the cost of debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses
- 5.2.2 The Tenant covenants with the Landlord to effect and maintain such insurance, in such amount, as the Managing Trustees may from time to time by notice to the Tenant require in respect of the Tenant's liability to indemnify the Landlord against losses arising from the Tenant's acts, omissions or negligence and all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Premises
- 5.2.3 All insurance must be effected in a substantial and reputable insurance office, or with such underwriters, and through such agency as the Landlord from time to time approves, such approval not to be unreasonably withheld

5.3 Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5.3

- 5.3.1 The Tenant must comply with all requirements of the insurers
- 5.3.2 The Tenant must not do or omit to do anything that could cause any insurance policy effected in accordance with this Lease to become wholly or partly void or voidable
- 5.3.3 The Tenant must immediately give notice to the Landlord of anything that might affect any insurance policy effected in accordance with this Lease, and of any destruction of or damage to the Premises, whether or not caused by one or more of the Insured Risks
- 5.3.4 The Tenant must produce to the Landlord on demand every insurance policy effected in accordance with this Lease and the receipt for the then current year's premium, and if so required must supply the Landlord with a copy of every such policy

5.4 Reinstatement

If and whenever during the Term the Premises are damaged or destroyed by one or more of the Insured Risks, then

- 5.4.1 all money received under any insurance policy effected in accordance with this Lease must be placed in an account in the joint names of the Managing Trustees and the Tenant at a bank designated by the Managing Trustees, and must immediately be released to the Tenant from that account by instalments, against architect's certificates or other evidence of expenditure or liability acceptable to the Managing Trustees, whose acceptance may not be unreasonably withheld or delayed, of expenditure actually incurred by the Tenant in rebuilding and reinstating the Premises including for the avoidance of doubt and without limitation demolition

fees, professional fees and expenses, costs of obtaining any necessary consents and licences provided that all insurance monies received relating to the Tenant's fixtures and fittings and loss of rent shall belong to and be paid to the Tenant, and

- 5.4.2 the Tenant must with all convenient speed use all reasonable endeavours to obtain the Permissions, and as soon as they have been obtained rebuild and reinstate the Premises in accordance with them, making up out of its own money any difference between the cost of rebuilding and reinstatement and the money received from the insurance policy save to the extent that any insurance monies have been withheld as a result of the act or default of the Landlord or the Managing Trustees

5.5 Frustration

If the Premises are destroyed or damaged by any of the Insured Risks so as to be unfit for occupation or use and reinstatement of the Premises is frustrated or impossible or if reinstatement is not practicable within a reasonable period not exceeding four years from the date of destruction or damage then this Lease may at the option of either party be determined by that party giving to the other six months' written notice served at any time before a reinstatement of the Premises and the Tenant shall not be required to lay out the money received from the insurance policy towards reinstatement and such money (other than the portion representing loss of rent) will belong to the Landlord

6 Provisions

It is agreed and declared that:-

6.1 Re-entry

if any of the following events occurs:-

- 6.1.1 the whole or any part of the rents reserved by this Lease are in arrear for twenty eight days (whether legally demanded or not)
- 6.1.2 the Tenant is in breach of or neglects to perform or observe any of the

Tenant's covenants or the conditions contained in this Lease

then notwithstanding the waiver of any previous right of re-entry the Landlord or any person or persons duly authorised by it may at any time re-enter the Premises or any part of them in the name of the whole and hold and enjoy the Premises from that moment as if this Lease had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any earlier breach of any of the Tenant's covenants in this Lease

6.2 Disputes as to rights

any dispute between the Tenant and/or any other occupier for the time being of the Premises and/or the occupier or occupiers of adjoining or neighbouring property belonging to the Landlord about the nature and extent of any easement or right in favour of or affecting the Premises or about any other matters arising out of this Lease will be referred to the Managing Trustees and the Managing Trustees' decision (save in the case of manifest error) will be final and binding on the parties to the dispute

6.3 No implied easements

- 6.3.1 this Lease does not (by implication or otherwise) confer upon the Tenant any rights or privileges not expressly set out in this Lease
- 6.3.2 nothing in this Lease (including without limitation the rights set out in Schedule 3) confers on the Tenant (by implication or otherwise) any easement or right over or against the Premises which might restrict or prejudice the future rebuilding alteration or development of the Premises nor will the Tenant be entitled to compensation for any damage or disturbance caused by any such rebuilding alteration or development
- 6.3.3 the Landlord has power at all times to deal as it thinks fit with any of its adjoining or neighbouring property without obtaining any consent from or making any compensation to the Tenant and may erect on such property any buildings whether or not such buildings affect or diminish the light or

air which is enjoyed by the Tenant or any other occupier of the Premises during the Term or might otherwise interfere with the use and enjoyment of the Premises

6.4 Waiver

6.4.1 if the Landlord accepts or demands rent after the Landlord or its agents have become aware of or have had notice of any breach of any of the Tenant's covenants under this Lease such acceptance of or demand for rent will not waive any such breach or any of the Landlord's rights of forfeiture or re-entry in respect of it and the breach will be a continuing breach of covenant so long as it continues so that neither the Tenant nor any person taking any estate or interest under the Tenant will be entitled to set up any such acceptance of or demand for rent as a defence in any action or proceedings by the Landlord

6.4.2 if the Landlord refuses to accept the rent payable under this Lease as a result of a breach of covenant by the Tenant the Tenant will pay the Landlord on demand on the forfeiture of this Lease or when the breach has been remedied a sum equal to the aggregate of the instalments of such refused rent together with Interest in respect of the periods commencing when the respective instalments fell due for payment under this Lease up until the date of payment

6.5 Notices

6.5.1 any notice request or consent under this Lease must be in writing and any notice to the Landlord will be sufficiently served if sent by recorded delivery to the address of the Managing Trustees and any notice to the Tenant will be sufficiently served if sent by recorded delivery to its registered office or left or sent by recorded delivery to the Premises

6.5.2 any notice sent by recorded delivery will be deemed to have been duly served 48 hours after it was posted and in proving service it will be sufficient to prove that the envelope containing the notice was duly addressed to the Landlord or the Tenant (as the case may be) in

accordance with this clause and posted to the place to which it was so addressed

6.6 No planning warranties

nothing in this Lease or in any consent granted by the Landlord under this Lease constitutes any warranty by the Landlord that the Premises are authorised under the Planning Legislation or otherwise for use for any specific purpose

6.7 Landlord not liable for damage

(save where the same arises as a result of the act default omission or negligence of the Landlord its servants agents or invitees) the Landlord will not be liable to the Tenant or to any other person for any accident loss or damage which may be caused to the Tenant or any other person or caused to the Premises or to any goods or property of the Tenant or any other person or as a result of any breach of any obligation in this Lease whether express or implied or as a result of any fire or leakage or overflow from any pipes taps mains cisterns or other appliances in or near the Premises or as a result of any other cause whatever and the Landlord will not be liable to any person not a party to this Lease to perform any of the covenants in this Lease whether express or implied insofar as such covenants impose obligations going beyond the common duty of care imposed by the Occupiers Liability Acts 1957 and 1984 or the Defective Premises Act 1972

6.8 Compensation

except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement the Tenant will not be entitled to claim from the Landlord on quitting the Premises or any part of them any compensation under the Landlord and Tenant Acts 1927 and 1954

6.9 Value Added Tax

all sums payable by the Tenant under this Lease which may be subject to Value Added Tax are tax exclusive sums and the Value Added Tax is payable by the Tenant as additional rent in addition to such sums Provided that the Landlord shall

have first provided to the Tenant a valid Value Added Tax invoice addressed to the Tenant and provided further that in the case of supplies being made to the Landlord in respect of which the Tenant agrees in this Lease to reimburse the Landlord, the Tenant shall not be liable for any such Value Added Tax to the extent that such Value Added Tax is recoverable, reclaimable or capable of settlement by the Landlord and

6.9.1 this shall apply whether or not the sums become liable to Value Added Tax as a result of an election by the Landlord and

6.9.2 if the Landlord has any right of election in respect of Value Added Tax it will not be obliged to have regard to the interests of the Tenant in making such election

7 Options to Determine

7.1 Determination by the Landlord

If the Landlord wishes to determine the Term for whatever reason and shall have given to the Tenant not less than sixteen months' written notice to that effect then immediately upon the expiry of such notice the Term shall determine provided that no such notice shall be effective unless its expiry date is expressed to be the 31st July of the relevant year

7.2 Determination by the Tenant

If at any time during the Term unconditional contracts are exchanged between the parties or between the Landlord and an educational establishment within the collective organisation of the Tenant for the sale to the Tenant or to such educational establishment of the Landlord's freehold interest in the Premises and the Landlord's adjoining land buildings or structures the Tenant may determine the Term on giving to the Managing Trustees written notice to that effect expiring on the actual completion date of the sale and purchase

7.3 Related provisions

7.3.1 Any notice by the Landlord exercising an option to determine the Term shall be valid if given under hand only by or on behalf of the Managing

Trustees

- 7.3.2 any determination of the Term pursuant to the provisions of this clause 7 shall take effect without prejudice to any rights or remedies of either party against the other in respect of any antecedent claim or breach of the covenants herein contained

8 Exclusion of Security of Tenure

Having been authorised to do so by an order of the Mayor's and City of London Court (No. *M/268416*) made on the *11th* day of *December* 2002 under the provisions of Section 38(4) of the Landlord and Tenant Act 1954, the parties agree that the provisions of Sections 24 to 28 (inclusive) of that Act shall be excluded in relation to the tenancy created by this Lease

9 Contracts (Rights of Third Parties) Act 1999

The parties to this Lease do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999

10 Tenant's Charities Act Statement

The Premises will, as a result of this Lease, be held by the Tenant in trust for a charity and the charity is a non-exempt charity so that restrictions on disposition imposed by the Charities Act 1993 Section 36 will apply to the Premises (subject to sub-section (9) of that Section)

EXECUTED AS A DEED and delivered on the date set out at the beginning of this Lease

SCHEDULE 1

The Premises

The Property known as the Dining Block forming part of Mount Clare House and the Temple and surrounding land and buildings at Minstead Gardens, Roehampton in the London Borough of Wandsworth ALL which said property is shown edged red on the Plan.

SCHEDULE 2

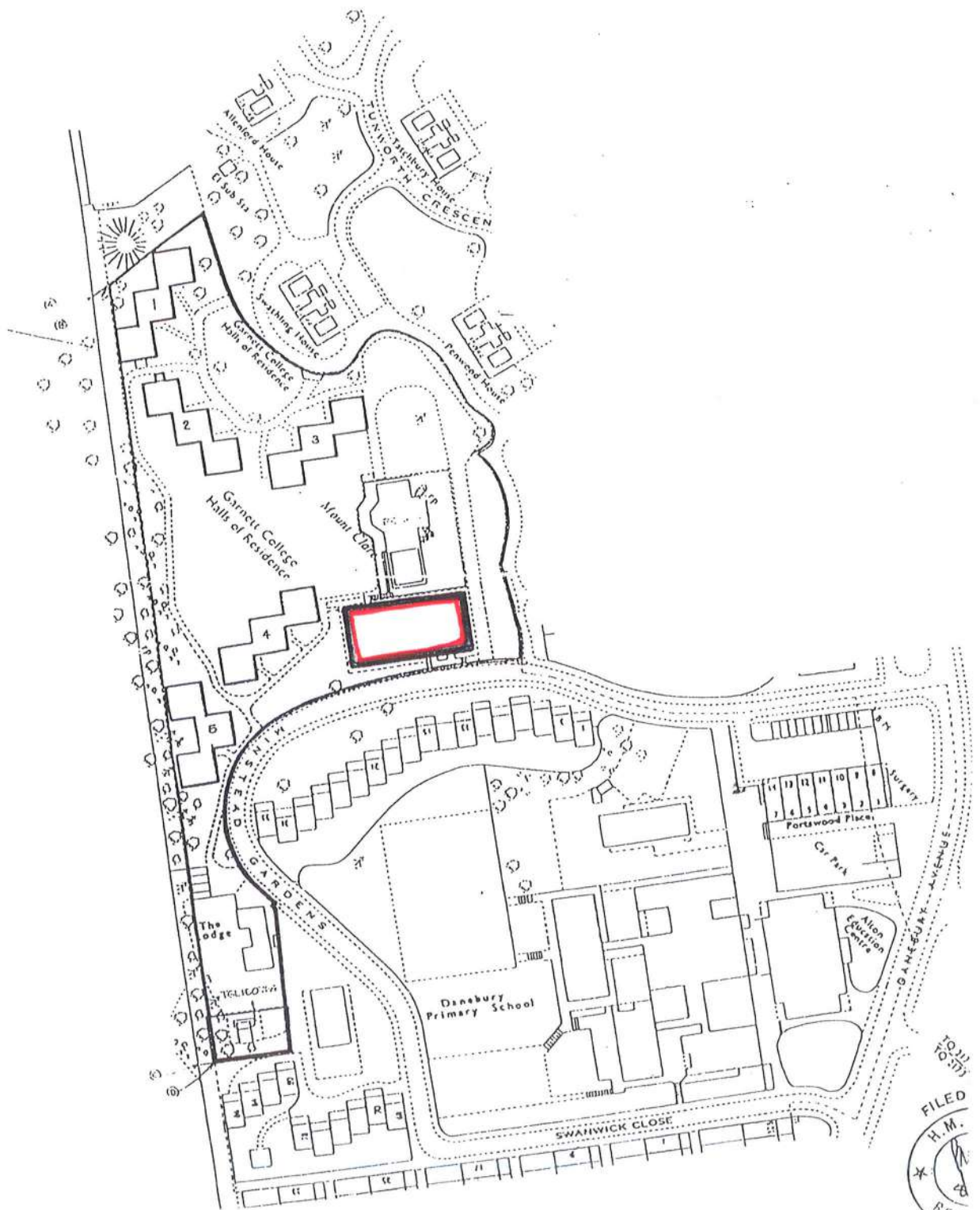
Rights

1. Full rights of way at all times with or without vehicles over such parts of the Landlord's adjoining land buildings or structures as are necessary in order to gain access to or egress from the Premises.
2. The right to use the Service Media which are in on over or under the Landlord's adjoining land.

SCHEDULE 3

Exceptions and reservations

1. Full and free rights to enter the Premises at all reasonable times after reasonable notice (or at any time in an emergency) with or without surveyors agents workmen materials and appliances to exercise any of the rights excepted reserved or contained in this Lease or to comply with any obligation of the Landlord under this Lease the person or persons exercising such rights causing as little inconvenience as reasonably practicable and making good all damage to the Premises caused in the exercise of the rights but the Landlord will not be liable to the Tenant in respect of any loss damage or claim arising from noise dust vibration noxious fumes odours loss of trade nuisance or annoyance caused to the Tenant or any other person in connection with the exercise of those rights



2. Full right and liberty to build on alter add to redevelop or extend in height or otherwise any buildings standing on the Landlord's adjoining land building or structures at any time during the Term notwithstanding that the access of light and air to the Premises and its lights windows and openings may be affected
3. Full rights of light air support shelter and protection and all other easements and rights now or at any time during the Term belonging to or enjoyed by the Landlord's adjoining land buildings or structures
4. Full rights of way at all times with or without vehicles over such parts of the Premises as are necessary in order to gain access to or egress from the Landlord's adjoining land buildings or structures

SCHEDULE 4

Matters to which the Lease is subject

The matters contained or referred to in the registers of Title No. TGL47293.

EXECUTED as a Deed by

and on behalf of The Trustees of
University of Surrey Roehampton

)
and) Margaret Walshe
for)
)
) Phil G. G.

HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 -to- 2002

London Borough : Wandsworth
Title No. :
Property : The Dining Block premises forming part of
Mount Clare House, the Temple and
Surrounding Land at Minstead Gardens,
Roehampton (SW15 4EB)

THIS SURRENDER AND LEASE is made on 30th July 2007/8

BETWEEN:

(1) THE TRUSTEES FOR METHODIST CHURCH PURPOSES (a charitable body corporate established by the Methodist Church Act 1939) of Central Buildings, Oldham Street, Manchester M1 1JQ ("the Board") and David Gamble

and Kenneth G Howcroft for themselves and others the members from time to time of THE METHODIST COUNCIL ("the Managing Trustees") care of Methodist Church House, 25 Marylebone Road, London NW1 5JR (hereinafter collectively referred to as "the Landlord")

(2) ROEHAMPTON UNIVERSITY (formerly known as University of Surrey, Roehampton) an exempt charity and a company limited by guarantee registered with company number 05161359 of Grove House, Roehampton Lane, London SW15 5PU (hereinafter referred to as "the Tenant")

NOW THIS DEED WITNESSES as follows:-

1 Definitions and Interpretation

In this Deed:-

- 1.1 "the Lease" means the Lease dated the 17th day of June 2003 and made between the Board and the Managing Trustees (1) and the Tenant (2) as varied by a Deed of Variation dated the 5th day of July 2006 made between the same parties;
- 1.2 "the Property" means the premises described in and demised by the Lease;
- 1.3 "the Term" means the term granted by the Lease;

- 1.4 "the New Term" means the term of twenty years from the 1st day of August 2006;
- 1.5 "the Existing Rent" means the rent of £213,000 per annum;
- 1.6 "the New Rent" means the rent of £83,200.00 per annum.
- 1.7 Subject to clause 1.8 where two or more persons are included in the expressions "the Landlord" or "the Tenant" the covenants and agreements entered into by those persons shall be deemed to be entered into by them jointly and severally;
- 1.8 For so long as the reversion immediately expectant on the determination of the New Term is vested in the Board all covenants in this Deed and in the Lease (other than clause 4 of the Lease) on the part of the Landlord shall be construed as meaning covenants on the part of the Managing Trustees only to the intent that the Board shall not incur any personal liability under them;
- 1.9 Words importing one gender include all other genders, words importing the single include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa;
- 1.10 References to any clause, subclause or schedule without further designation shall be construed as a reference to the clause, subclause or schedule in this Deed so numbered;
- 1.11 The clause, paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2 Recitals

- 2.1 The Board are seised in fee simple in possession of the reversion immediately expectant on the determination of the Term.
- 2.2 By the Lease the Property was let for the Term at the rents reserved by and subject to the covenants contained in the Lease.
- 2.3 It has been agreed between the parties to this Deed that the Term shall be surrendered and the New Term granted to the Tenant in substitution for it.
- 2.4 The Tenant is a company limited by guarantee and is an exempt charity.
- 2.5 The Property is held by or in trust for a charity known as Southlands College registered under number 312936 ("the Charity") by the Board as custodian trustees and the Charity is a non-exempt charity and the letting hereinafter

made is one falling within paragraph (b) of sub-section 9 of Section 36 of the Charities Act 1993.

- 2.6 The Board and the Managing Trustees hereby certify that they have complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to it.
- 2.7 Pursuant to the trusts of the Charity the Methodist Council in exercise of the powers conferred upon it by Standing Order 211 of the Methodist Church in the name and on behalf of the Conference has by resolution passed on the 6th April 2006 consented to this Deed being made upon such terms as are approved by the Strategy & Resources Committee of the Methodist Church and by resolution passed on the 3rd May 2006 the said Committee gave the requisite approval.
- 2.8 By a resolution pursuant to Section 82 of the Charities Act 1993 the said David Gamble and the said Kenneth G. Howcroft are authorised to execute this Deed in the names and on behalf of the Managing Trustees.

3 Surrender

In consideration of the letting contained below the Tenant with full title guarantee surrenders and yields up the residue of the Term to the Landlord with the intent that the Term shall forthwith merge in the freehold of the Property and the Landlord accepts the surrender.

4 Fixtures

The Landlord agrees that the tenant's fixtures in or upon the Property shall not vest in the Landlord on the execution of this Deed and that the Tenant shall have the same rights in them after execution of this Deed as if they had been annexed to the Property after execution of this Deed.

5 Letting

The Board by direction of the Managing Trustees lets the Property to the Tenant with limited title guarantee together with the property rights and other matters and subject to the exceptions and reservations contained in the Lease to hold to the Tenant for the New Term at the New Rent.

6 Covenant to Pay Rent

The Tenant covenants with the Landlord to pay the New Rent reserved by this Deed.

7 Incorporation of Covenants

This lease is made upon the same terms and subject to the same covenants, conditions and provisions in all respects as those contained in the Lease and shall be read and construed as if those covenants, conditions and provisions were set forth verbatim in this Deed with such modifications only as are necessary to make them applicable to this lease instead of the Lease.

8 Mutual Covenants

The Landlord and the Tenant covenant each with the other to observe and perform the obligations imposed on them by the Lease and made applicable to this lease by clause 7 hereof.

9 Exclusion of Security of Tenure

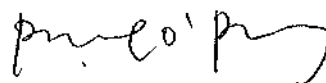
A notice in the form set out in Schedule 1 of The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 was duly served on the Tenant pursuant to Section 38A(3)(A) of the Landlord and Tenant Act 1954 ("the 1954 Act), such notice being received by the Tenant on 26th October 2007 2007. The Tenant made a Declaration on 5th November 2007 2007 pursuant to Section 38A(3)(B) of the 1954 Act complying with Schedule 2 of the said Regulations, a copy of which Declaration is attached to this Lease. The parties agree that the provisions of Sections 24-28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

10 Agreement for Lease


It is hereby certified that there is no agreement for lease to which this lease gives effect.

IN WITNESS whereof the parties hereto have executed this Deed.

Executed as a Deed by

X 

and

X 

**For and on behalf of
ROEHAMPTON UNIVERSITY**

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 -to- 2002

London Borough : Wandsworth
Title No. :
Property : Mount Clare House, The Temple and
Surrounding Land and Buildings at
Minstead Gardens, Roehampton
(SW15 4EB)

THIS SURRENDER AND LEASE is made on 30th July 2007 &

BETWEEN:

(1) THE TRUSTEES FOR METHODIST CHURCH PURPOSES (a charitable body corporate established by the Methodist Church Act 1939) of Central Buildings, Oldham Street, Manchester M1 1JQ ("the Board") and David Gamble

and Kenneth G. Howcroft for themselves and others the members from time to time of THE METHODIST COUNCIL ("the Managing Trustees") care of Methodist Church House, 25 Marylebone Road, London NW1 5JR (hereinafter collectively referred to as "the Landlord")

(2) ROEHAMPTON UNIVERSITY (formerly known as University of Surrey, Roehampton) an exempt charity and a company limited by guarantee registered with company number 05161359 of Grove House, Roehampton Lane, London SW15 5PU (hereinafter referred to as "the Tenant")

NOW THIS DEED WITNESSES as follows:-

1 Definitions and Interpretation

In this Deed:-

- 1.1 "the Lease" means the Lease dated the 12th day of February 2002 and made between the Board and the Managing Trustees (1) and the Tenant (2) as varied by a Deed of Variation dated the 5th day of July 2006 made between the same parties;
- 1.2 "the Property" means the premises described in and demised by the Lease;
- 1.3 "the Term" means the term granted by the Lease;

- 1.4 "the New Term" means the term of twenty years from the 1st day of August 2006;
- 1.5 "the Existing Rent" means the rent of £811,000 per annum;
- 1.6 "the New Rent" means the rent of £316,800.00 per annum;
- 1.7 Subject to clause 1.8 where two or more persons are included in the expressions "the Landlord" or "the Tenant" the covenants and agreements entered into by those persons shall be deemed to be entered into by them jointly and severally;
- 1.8 For so long as the reversion immediately expectant on the determination of the New Term is vested in the Board all covenants in this Deed and in the Lease (other than clause 4 of the Lease) on the part of the Landlord shall be construed as meaning covenants on the part of the Managing Trustees only to the intent that the Board shall not incur any personal liability under them;
- 1.9 Words importing one gender include all other genders, words importing the single include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or a partnership and vice versa;
- 1.10 References to any clause, subclause or schedule without further designation shall be construed as a reference to the clause, subclause or schedule in this Deed so numbered;
- 1.11 The clause, paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2 Recitals

- 2.1 The Board are seised in fee simple in possession of the reversion immediately expectant on the determination of the Term.
- 2.2 By the Lease the Property was let for the Term at the rents reserved by and subject to the covenants contained in the Lease.
- 2.3 It has been agreed between the parties to this Deed that the Term shall be surrendered and the New Term granted to the Tenant in substitution for it.
- 2.4 The Tenant is a company limited by guarantee and is an exempt charity.
- 2.5 The Property is held by or in trust for a charity known as Southlands College registered under number 312936 ("the Charity") by the Board as custodian trustees and the Charity is a non-exempt charity and the letting hereinafter

made is one falling within paragraph (b) of sub-section 9 of Section 36 of the Charities Act 1993.

- 2.6 The Board and the Managing Trustees hereby certify that they have complied with the provisions of Section 36 of the Charities Act 1993 so far as applicable to it.
- 2.7 Pursuant to the trusts of the Charity the Methodist Council in exercise of the powers conferred upon it by Standing Order 211 of the Methodist Church in the name and on behalf of the Conference has by resolution passed on the 6th April 2006 consented to this Deed being made upon such terms as are approved by the Strategy & Resources Committee of the Methodist Church and by resolution passed on the 3rd May 2006 the said Committee gave the requisite approval.
- 2.8 By a resolution pursuant to Section 82 of the Charities Act 1993 the said David Gamble and the said Kenneth G. Howcroft are authorised to execute this Deed in the names and on behalf of the Managing Trustees.

3 Surrender

In consideration of the letting contained below the Tenant with full title guarantee surrenders and yields up the residue of the Term to the Landlord with the intent that the Term shall forthwith merge in the freehold of the Property and the Landlord accepts the surrender.

4 Fixtures

The Landlord agrees that the tenant's fixtures in or upon the Property shall not vest in the Landlord on the execution of this Deed and that the Tenant shall have the same rights in them after execution of this Deed as if they had been annexed to the Property after execution of this Deed.

5 Letting

The Board by direction of the Managing Trustees lets the Property to the Tenant with limited title guarantee together with the property rights and other matters and subject to the exceptions and reservations contained in the Lease to hold to the Tenant for the New Term at the New Rent.

6 Covenant to Pay Rent

The Tenant covenants with the Landlord to pay the New Rent reserved by this Deed.

7 Incorporation of Covenants

This lease is made upon the same terms and subject to the same covenants, conditions and provisions in all respects as those contained in the Lease and shall be read and construed as if those covenants, conditions and provisions were set forth verbatim in this Deed with such modifications only as are necessary to make them applicable to this lease instead of the Lease.

8 Mutual Covenants

The Landlord and the Tenant covenant each with the other to observe and perform the obligations imposed on them by the Lease and made applicable to this lease by clause 7 hereof.

9 Exclusion of Security of Tenure

A notice in the form set out in Schedule 1 of The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 was duly served on the Tenant pursuant to Section 38A(3)(A) of the Landlord and Tenant Act 1954 ("the 1954 Act), such notice being received by the Tenant on 26th October 2007
2007. The Tenant made a Declaration on 5th November 2007
2007 pursuant to Section 38A(3)(B) of the 1954 Act complying with Schedule 2 of the said Regulations, a copy of which Declaration is attached to this Lease. The parties agree that the provisions of Sections 24-28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

10 Agreement for Lease

It is hereby certified that there is no agreement for lease to which this lease gives effect.

IN WITNESS whereof the parties hereto have executed this Deed.

Executed as a Deed by

X *Paul O'Byrne*

and

X *M. D. O'Byrne*

**For and on behalf of
ROEHAMPTON UNIVERSITY**

DATED

18th September 2019

UNDERLEASE

relating to

Ground floor premises forming part of
the Picasso Building, Mount Clare House, Minstead Gardens, London

between

Roehampton University

and

Wandsworth Citizens Advice Bureaux Limited

WE THE UNDERSIGNED
RUSSELL-COOKE LLP
OF PUTNEY HILL, LONDON SW15 8AB
HEREBY CERTIFY THE ABOVE TO BE A
TRUE COPY OF THE ORIGINAL DOCUMENT

Russell-Cooke LLP

DATED THE *19th* DAY OF *September*
2019

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LR1. Date of lease

18th September 2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

TGL314324

LR2.2 Other title numbers

TGL47292

TGL314327

LR3. Parties to this lease

Landlord

Roehampton University

Registered office: Grove House, Roehampton Lane, London SW15 5PJ

Company number: 5161359

Tenant

Wandsworth Citizens Advice Bureaux Limited

Registered office: Battersea Library, 265 Lavender Hill, London SW11 1JB

Company number: 2947554

Registered charity number: 1040303

Other parties

None.

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

See clause 38.

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

None.

LR6. Term for which the Property is leased

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

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

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

None.

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

None.

LR11. Easements

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:

"No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate".

LR14. Declaration of trust where there is more than one person comprising the Tenant

N/a.

This lease is dated 18th September 2019

Parties

- (1) Roehampton University Incorporated and registered in England and Wales with company number 5161359, an exempt charity, whose registered office is at Grove House, Roehampton Lane, London SW15 5PJ (Landlord)
- (2) Wandsworth Citizens Advice Bureaux Limited Incorporated and registered in England and Wales with company number 2947554 and registered charity number 1040303 whose registered office is at Battersea Library, 265 Lavender Hill, London SW11 1JB (Tenant)

BACKGROUND

- (A) The Landlord is entitled to possession of the Building under the terms of the Superior Lease (a copy of which has been given to the Tenant).
- (B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

Agreed terms

1. Interpretation

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

1.1 Definitions:

Annual Rent: means:

- (a) from the date of this lease to 29th October 2019, rent at a rate of £9,000 per annum;
- (b) from 30th October 2019 to 29th October 2020, rent at a rate of £9,500 per annum;
- (c) from 30th October 2020 to 29th October 2021, rent at a rate of £10,000 per annum;
- (d) from 30th October 2021 to 29th October 2022, rent at a rate of £10,500 per annum;
- (e) from 30th October 2022 to 29th October 2023, rent at a rate of £11,000 per annum;
- (f) from 30th October 2023 to 29th October 2024, rent at a rate of £11,500 per annum;
- (g) from 30th October 2024 to 29th October 2025, rent at a rate of £12,000 per annum;
- and
- (h) from 30th October 2025 to 28th July 2026, rent at a rate of £12,500 per annum.

Break Date: a date which is at least 6 months after service of the Break Notice,

Break Notice: written notice to terminate this lease specifying the Break Date.

Building: the land and building known as the Picasso Building (also known as the Dining Block), Mount Clare House, Minstead Gardens, London registered at HM Land Registry with title number TGL314324 shown edged in red on Plan 2.

Common Parts: all of the following:

- a) the main structure of the Building including the foundations and roof, all exterior or load-bearing or structural walls, pillars, beams, joists, ceilings, floors, structural floor slabs and ramps;
- b) the doors in all exterior or load-bearing or structural walls, and their frames and fittings;
- c) the windows in all exterior or load-bearing or structural walls, and their frames, fittings and sills;
- d) such parts of the Building as are shown coloured green on Plan 1.

Contractual Term: a term of years beginning on the date of this lease and ending on 28th July 2026.

Default Interest Rate: 4% per annum above the Interest Rate.

Insured Risks: has the same meaning as under the Superior Lease and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as land and buildings at Mount Clare House, Minstead Gardens, London registered at HM Land Registry with title number TGL314327.

Landlord's Works Payment: means the sum of £36,000 payable by the Tenant to the Landlord in accordance with clause 7 in respect of fit-out works carried out at the Property by the Landlord for the Tenant's benefit prior to the commencement of this lease.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Hours: 8:00am to 8:00pm Mondays to Fridays only other than days which are bank holidays or public holidays in England.

Permitted Use: offices within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Property: the part of the ground floor of the Building (the floor plan of which is shown edged red on Plan 1) (the ~~Red~~^{Orange} Area) bounded by and including:

- RC
- a) the floorboards;
 - b) the interior plaster finish on the ceiling;
 - c) the interior plasterwork and finishes of all exterior or load-bearing walls and pillars;
 - d) subject to paragraph (e) of this definition, the walls, pillars, doors and windows insofar as they do not form part of the Common Parts;
 - e) one half of the thickness of the interior, non-structural or load-bearing walls that adjoin any other part of the Building; and

f) all Service Media within the ~~Red~~^{Orange} Area which exclusively serve the ~~Red~~^{Orange} Area; but excluding:

- a) the Common Parts; and
- b) all Service Media within the ~~Red~~^{Orange} Area which do not exclusively serve the ~~Red~~^{Orange} Area.

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

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

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

Services: the services listed in clause 8.1.

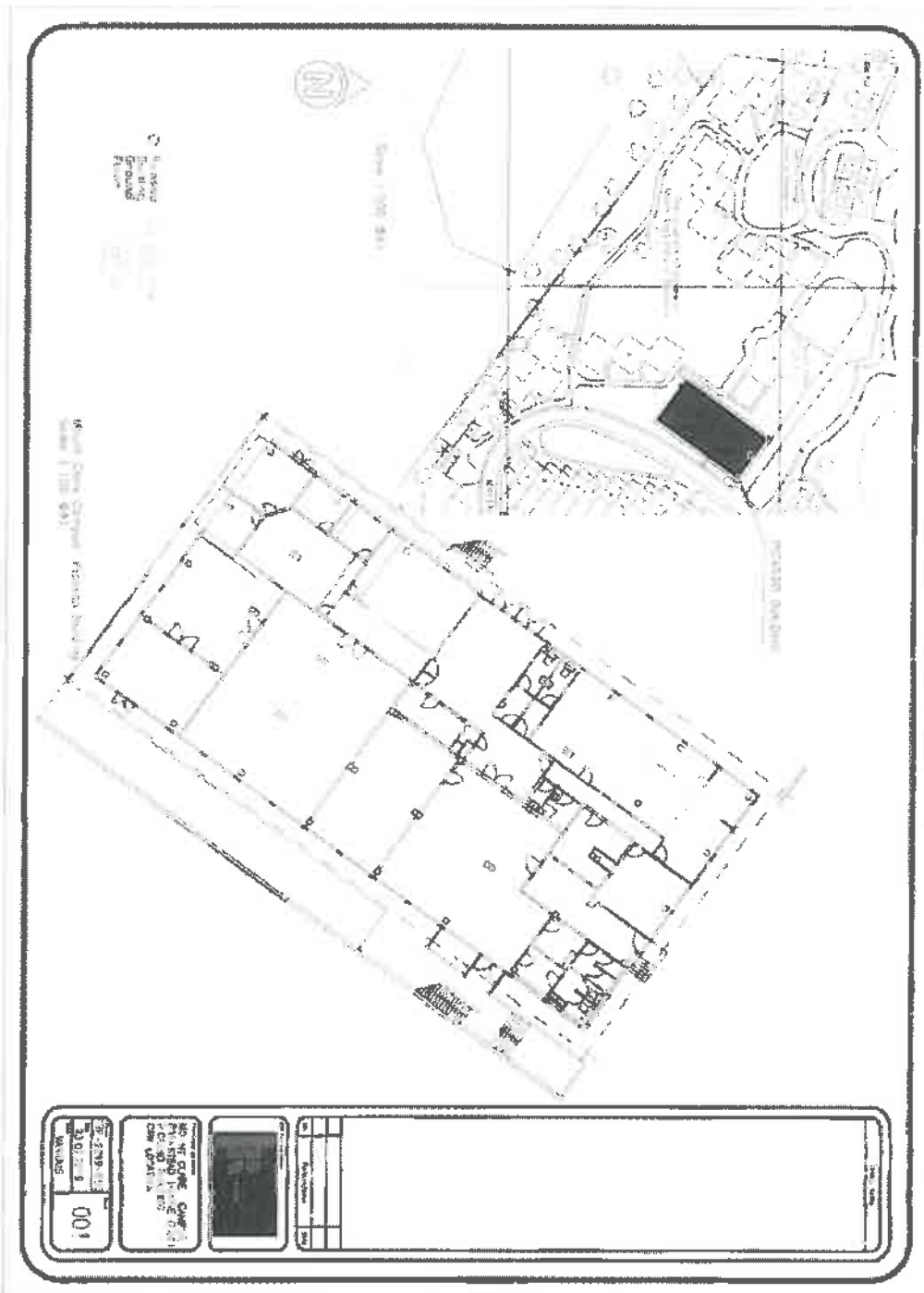
Superior Landlord: the landlord for the time being of the Superior Lease.

Superior Landlord's Covenants: the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Superior Landlord has an interest known as land and buildings at Mount Clare House, Minstead Gardens, London SW15 4EE registered at HM Land Registry with title numbers TGL47292 and TGL160764.

Superior Lease: the lease by virtue of which the Landlord holds the Building, which is dated 30th July 2008 and made between The Trustees for Methodist Church Purposes (1) and Roehampton University (2) and any documents made supplemental to it.

Superior Rent: the annual rent payable by the Landlord under the Superior Lease.



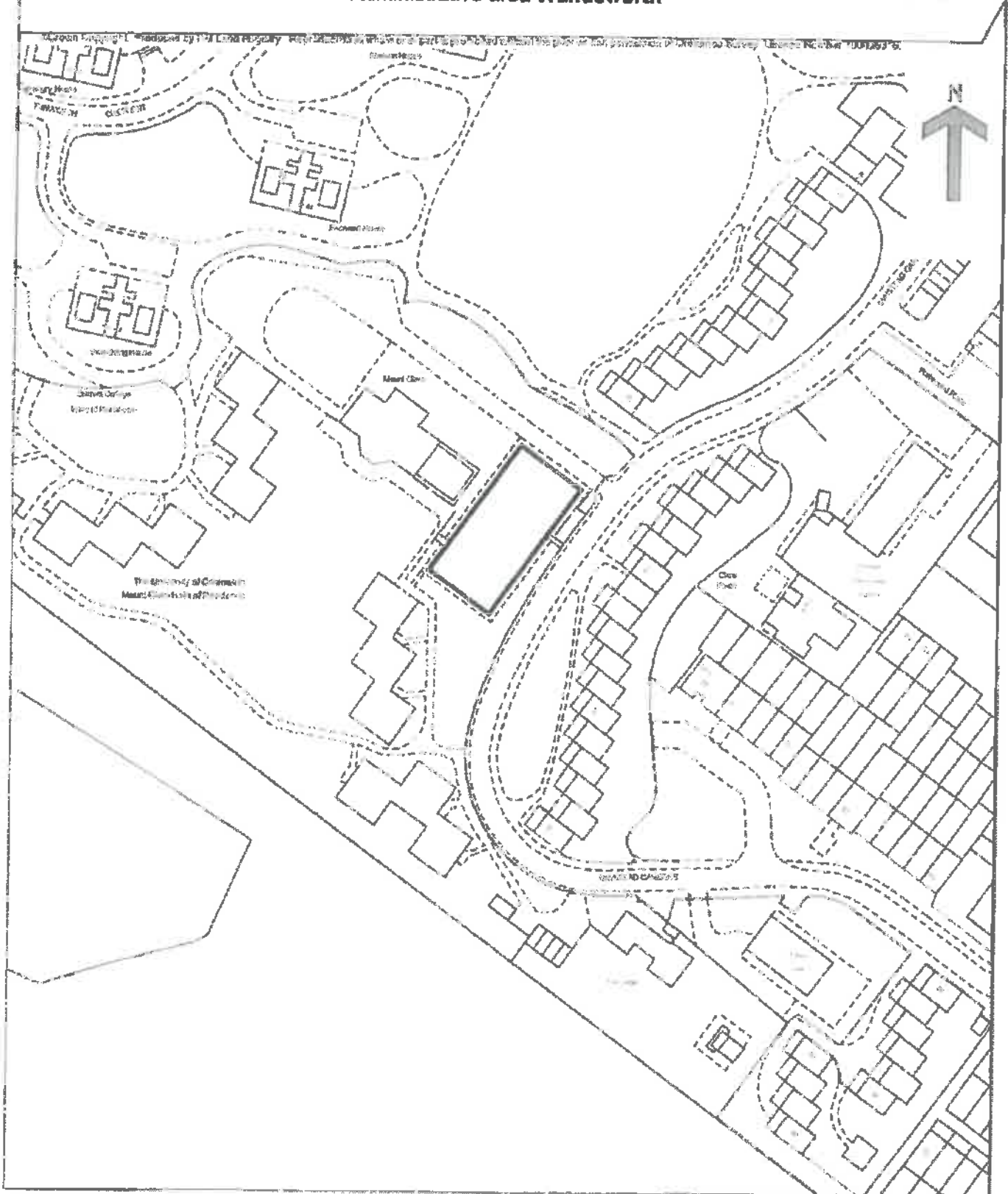
HM Land Registry
Official copy of
title plan

Title number TGL314324

Ordnance Survey map reference TQ2173NE

Scale 1:1250

Administrative area Wandsworth



J. H. Ezrin

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Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to as at 6 September 2018 at 18:01:34 in the property and charges register of title number TGL314324, insofar as the same are subsisting and capable of affecting the Property.

VAT: value added tax chargeable in the UK.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to the **Superior Lease** is a reference to the superior lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Superior Landlord** includes a reference to the person entitled to the immediate reversion to the Superior Lease. A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 Save as provided in clause 30, in relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord acting reasonably.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Building**, the **Common Parts** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Building.
- 1.8 A reference to the **term** is to the Contractual Term.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 32.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 32.6. References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Superior Landlord where such consent or approval is required under the terms of the Superior Lease except that

nothing in this lease shall be construed as imposing on the Superior Landlord any obligation (or indicating that such an obligation is imposed on the Superior Landlord by the terms of the Superior Lease) not unreasonably to refuse any such consent.

- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include any subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.14 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to **writing** or **written** does not include fax or email.
- 1.18 Unless the context otherwise requires, references to clauses and Schedules are reference to the clauses and Schedules of this lease and references in to paragraphs are to paragraphs of the relevant Schedule.
- 1.19 **Clause**, **Schedule** and **paragraph** headings shall not affect the interpretation of this lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. Grant

2.1 The Landlord lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4 and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and any VAT in respect of it;**
- (b) all Interest payable under this lease; and**
- (c) all other sums due under this lease.**

3. Ancillary rights

3.1 The Landlord grants the Tenant the following rights (the Rights):

- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Property at the date of this lease;**
- (b) the right to use such external areas of the Landlord's Neighbouring Property as the Landlord shall designate from time to time for the purposes of vehicular and pedestrian access to and egress from the interior of the Building;**
- (c) the right to park two private cars or motorcycles belonging to the Tenant, its employees and visitors within two parking spaces which the Landlord shall designate from time to time within the Landlord's Neighbouring Property;**
- (d) the right to use the hallways and corridors of the Common Parts for the purposes of access to and egress from the Property;**
- (e) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Contractual Term;**
- (f) the right to request use of the basement meeting room in Mount Clare House at no extra cost from time to time using the Landlord's booking system, subject to availability and to any requirements or conditions imposed by the Landlord at its discretion; and**
- (g) the right to display the name and logo of the Tenant on signage on the exterior of the Building and/or at the entrance to the Landlord's Neighbouring Property in a such location, form and manner approved by the Landlord, subject to any third party consents required.**

- 3.2 The Rights are granted in common with the Landlord, the Superior Landlord and any other person authorised by Landlord or the Superior Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1(a)) only in connection with its use of the Property for the Permitted Use and only during the Permitted Hours and in accordance with any regulations made by the Landlord as mentioned in clause 22.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1(b) to clause 3.1(g), the Landlord may, at its discretion, change the route of any means of access to or egress over the Common Parts and the Landlord's Neighbouring Property from the interior of the Building and may change the area within the Common Parts and the Landlord's Neighbouring Property over which any of those Rights are exercised.
- 3.7 In relation to the Rights mentioned in clause 3.1(e), the Landlord or the Superior Landlord may, at their discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.8 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any neighbouring property and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 4. Rights excepted and reserved**
- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building and the Landlord's Neighbouring Property and (save for clauses 4.1(h) and 4.1(i) below) to the Superior Landlord for the benefit of the Superior Landlord's Neighbouring Property:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - (b) the right to:
 - (i) use and connect into Service Media at (but not forming part of) the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;

- (ii) Install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and
 - (iii) re-route any Service Media mentioned in this clause 4.1(b);
- (c) at any time during the term, the full and free right for:
 - (i) the Landlord to develop the Landlord's Neighbouring Property as the Landlord may think fit; and
 - (ii) the Superior Landlord to develop the Superior Landlord's Neighbouring Property as the Superior Landlord may think fit;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property or the Building and to change the areas over which the Rights mentioned in clause 3.1(a) to clause 3.1(g) are exercised;
- (g) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1(e) are exercised;
- (h) the right to use the four interview rooms within the Property at such times as they are not required for use by the Tenant, subject to prior agreement between the parties; and
- (i) the right to pass through the reception area within the Property in order to exercise the right reserved by clause 4.1(h).

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.

4.2 The Landlord reserves for itself for the benefit of the Building and the Landlord's Neighbouring Property and for the Superior Landlord for the benefit of the Superior Landlord's Neighbouring Property the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations;
- (b) to carry out any works to any other part of the Building; and
- (c) for any other purpose mentioned in or connected with:
 - (i) this lease;

- (ii) the Superior Lease;
- (iii) the Reservations; and
- (iv) the interests of the Landlord and the Superior Landlord in the Property and the Building.

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

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property to do so with their workers, contractors, agents and professional advisors and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

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

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Third Party Rights

5.1 The Tenant shall comply with all obligations on the Landlord and the Superior Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord, the Superior Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. The Annual Rent

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the next Rent Payment Date.

7. Landlord's Works Payment

7.1 The Tenant shall pay the Landlord's Works Payment and any VAT in respect of it by five equal annual instalments. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

7.2 The first instalment of the Landlord's Works Payment and any VAT in respect of it shall be made on the date of this lease and, subject to clause 7.3, the subsequent instalments shall be made on each of the first, second, third and fourth anniversaries of the date of this lease.

7.3 In the event that this lease terminates before the Tenant has paid the Landlord's Works Payment and any VAT in respect of it in full then, unless the lease has been terminated by the Landlord pursuant to clause 37, the Tenant shall pay to the Landlord the balance of the Landlord's Works Payment and any VAT in respect of it immediately.

8. Services

8.1 The Services are:

- (a) cleaning, maintaining, decorating and repairing the Common Parts, including the structural parts and all Service Media forming part of the Common Parts;
- (b) refuse collection;
- (c) the supply and removal of electricity, gas, water and sewage to and from the Property and the Common Parts;
- (d) providing all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Superior Landlord and keeping that machinery, equipment and alarms properly maintained;
- (e) providing or procuring security for the Building; and
- (f) any other service or amenity that the Landlord may in its absolute discretion acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Building.

- 8.2 Subject to the Tenant paying the Annual Rent, the Landlord shall use its reasonable endeavours to repair the Common Parts, including the structural parts and all Service Media forming part of the Common Parts.
- 8.3 The Landlord shall use its reasonable endeavours to provide the other Services during the Permitted Hours.
- 8.4 The Landlord shall not be obliged to carry out any works where the need for those works has arisen by reason of any damage or destruction by a risk against which the Superior Landlord is not obliged to insure.
- 8.5 The Landlord shall not be liable for:
- (a) any interruption in, or disruption to, the provision of any of the Services for any reason that is outside the reasonable control of the Landlord; or
 - (b) any injury, loss or damage suffered by the Tenant (to the extent permitted by law) as a result of any absence or insufficiency of any of the Services or of any breakdown or defect in any Service Media, except where due to the negligence of the Landlord.

9. Insurance

- 9.1 The Landlord shall comply with the covenants imposed on it regarding insurance contained in the Superior Lease save to the extent that the policy of insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its workers or contractors or agents or any person on the Property with the actual or implied authority of any of them. The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 9.2 The Tenant shall:
- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and shall give the Landlord notice of that matter;
 - (b) not do or omit anything as a result of which:
 - (i) any policy of insurance of the Building or any neighbouring property may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable;

- (c) comply at all times with the requirements and recommendations of the Insurers relating to the Property and the use by the Tenant of the Common Parts;
- (d) immediately inform the Landlord of the occurrence of any damage or loss relating to the Building arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Building and shall give the Landlord notice of that damage or loss.
- (e) not effect any insurance of the Property (except any plate glass at the Property) but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any Insurance money that the insurers of the Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant or its workers or contractors or agents or any person at the Property or on the Common Parts with the actual or implied authority of any of them.

9.3 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant or its workers or contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the soonest of one of the following:

- (a) the date that the Property has been reinstated and made fit for occupation and use and/or the Common Parts have been reinstated so as to make the Property accessible or usable (as the case may be); or
- (b) the end of three years from the date of damage or destruction.

9.4 If, following damage to or destruction of the Property, the Superior Lease is determined in accordance with the provisions of the Superior Lease, the Landlord shall notify the Tenant of this no later than five working days after:

- (a) receipt by the Landlord of the Superior Landlord's notice to determine; or
- (b) service by the Landlord of the notice to determine the Superior Lease on the Superior Landlord.

On the same date, the Landlord shall send to the Tenant a certified copy of the notice to determine and any accompanying correspondence that the Landlord has sent to or received from the Superior Landlord. The determination of this lease under this clause 9.4 shall be without prejudice to any right or remedy of the Landlord in respect of any

breach of the tenant covenants of this lease and without prejudice to any right or remedy of the Tenant in respect of any breach of the landlord covenants of this lease. Any proceeds of the insurance effected by the Landlord shall belong to the Landlord.

10. Rates and taxes

10.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings (save as covered by the Services) payable in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by Landlord in connection with any dealing with or disposition of:
 - (i) the reversion to this lease; or
 - (ii) the Landlord's interest in the Superior Lease;
- (b) any taxes payable by the Superior Landlord in connection with any dealing with or disposition of the reversion to the Superior Lease; or
- (c) any taxes, other than VAT and insurance premium tax, payable by the Landlord or the Superior Landlord or by reason of the receipt of any of the rents due under this lease or the Superior Lease; or
- (d) any rates, taxes and other impositions and outgoings which do not relate to the term.

10.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property (including another part of the Building), the Tenant shall pay a pro rata proportion of the total.

10.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord and the Superior Landlord.

10.4 If, after the end of the term, either the Landlord or the 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 the Superior Landlord, as appropriate, an amount equal to the relief or exemption that has been lost.

11. Utilities

11.1 The Tenant shall pay all costs in connection with the supply of telecommunications and data to the Property.

11.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of all services and utilities at the Property.

12. VAT

- 12.1** All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2** Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.

13. Default interest and interest

- 13.1** If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.
- 13.2** If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due and ending on the date it is accepted by the Landlord.

14. Costs

- 14.1** The Tenant shall pay the costs and expenses of the Landlord and those of the Superior Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under:
 - (i) this lease, whether or not it is granted; and
 - (ii) the Superior Lease, where the consent of the Superior Landlord is required under this Lease, whether or not it is granted.

14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. Set-off

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

16. Prohibition of dealings

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person.

17. ~~Closure of the registered title of this lease~~

~~Immediately 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 and shall use its reasonable endeavours to 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.~~

18. Repairs

18.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property are kept in good working order.

18.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

(a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its workers or contractors or agents or any person on the Property with the actual or implied authority of any of them; or

(b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended to the Superior Landlord, as mentioned in clause 8.2 of the Superior Lease.

19. Alterations and signs

19.1 The Tenant shall not make any alteration to the Property.

19.2 The Tenant shall not install or alter the route of any Service Media at the Property.

19.3 Save as provided in clause 3.1(g) of this lease, the Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building.

19.4 The Tenant shall allow the Landlord or the Superior Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord or Superior Landlord reasonably requires.

20. Returning the Property to the Landlord

20.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

20.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

20.3 The Tenant irrevocably appoints the Landlord and the Superior Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. Neither the Landlord nor the Superior Landlord shall be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord or the Superior Landlord in respect of any claim made by a third party in relation to that storage or disposal.

20.4 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an

amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

21. Use

- 21.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 21.2 The Tenant shall not use the Property outside the Permitted Hours.
- 21.3 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building, the Superior Landlord or any owner or occupier of neighbouring property.
- 21.4 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

22. Management of the Building

- 22.1 The Tenant shall observe all regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Building.
- 22.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other part of the Building or any neighbouring property.

23. Compliance with laws

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

- 23.2 Within ten working days after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord and the Superior Landlord; and
 - (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 23.3 The Tenant shall not apply for any planning permission for the Property.
- 23.4 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
24. **Encroachments, obstructions and acquisition of rights**
- 24.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 24.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires but at the Landlord's cost to prevent or license the continuation of that encroachment or action.
- 24.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building nor obstruct any means of access to the Property or any other part of the Building.
- 24.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Property or any other part of the Building is enjoyed with the consent of any third party.
- 24.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and

- (b) take all steps (including proceedings) the Landlord reasonably requires but at the Landlord's cost to prevent or secure the removal of the obstruction.

25. Breach of repair and maintenance obligations

- 25.1 The Landlord and the Superior Landlord may enter the Property to inspect its condition and state of repair following 24 hours' written notice to the Tenant (except in an emergency when no such notice will be required) and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 25.2 If the Tenant has not begun any works needed to remedy that breach within six weeks following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with reasonable progress, then the Landlord may enter the Property and carry out the works needed following reasonable prior written notice.
- 25.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 25.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 29.

26. Indemnity

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Building) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant or its workers or contractors or agents or any other person at the Property or on the Common Parts with the actual or implied authority of any of them.

27. Covenant to comply with covenants in the Superior Lease

The Tenant shall observe and perform the tenant covenants in the Superior Lease (insofar as they relate to the Property and rights granted to the Tenant), except the covenants to pay the rents reserved by the Superior Lease.

28. Landlord's covenants

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

28.3 The Landlord covenants that it shall use all reasonable endeavours to improve the fire safety of the Building in accordance with the fire risk assessment action sheet in the Building fire risk assessment dated 3 April 2019 and issued by Lawrence Webster Forrest to the Landlord.

28.2 The Landlord shall pay the rents reserved by the Superior Lease and perform the covenants on the part of the tenant contained in the Superior Lease so far as the Tenant is not liable for such performance under the terms of this lease.

29. Re-entry and forfeiture

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

- (a) any rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant in, this lease;
- (c) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (d) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (e) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (f) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (g) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (h) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (i) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (j) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- (k) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- (l) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

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

30. Disputes under the Superior Lease

Notwithstanding the other terms of this lease, if any dispute, issue, question or matter arising out of or under or relating to the Superior Lease also affects or relates to the provisions of this lease, the determination of that dispute, issue, question or matter pursuant to the provisions of the Superior Lease is to be binding on the Tenant as well as the Landlord for the purposes both of the Superior Lease and this lease.

31. Entire agreement

- 31.1** This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 31.2** Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 31.3** Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Common Parts may lawfully be used for any purpose allowed by this lease.
- 31.4** Nothing in this clause shall limit or exclude any liability for fraud.

32. Notices, consents and approvals

- 32.1** Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an email is not in writing; and
 - (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
- 32.2** If a notice complies with clause 32.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or

- (b) If sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 32.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 32.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 32.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- If a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 32.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 32.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.
- 32.8 Where the consent of the Superior Landlord is required under this lease, a consent shall only be valid if it would be valid as a consent given under the Superior Lease. Where the approval of the Superior Landlord is required under this lease, an approval shall only be valid if it would be valid as an approval given under the Superior Lease.
- 32.9 Where the Tenant requires the consent or approval of the Superior Landlord to any act or omission then, subject to the provisions of clause 1.10, the Landlord shall at the cost of the Tenant use all reasonable endeavours to obtain that consent or approval.
- 33. Governing law**

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

34. Jurisdiction

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

35. Exclusion of sections 24-28 of the LTA 1954

35.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) ~~Robert Daboul~~ who was duly authorised by the Tenant to do so made a statutory declaration dated ~~6th August 2019~~ in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

35.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

36. Contracts (Rights of Third Parties) Act 1999

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

37. Break clause

37.1 Either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party.

37.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- (a) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or
- (b) the Property is not returned to the Landlord free from third party occupation and rights with all material chattels removed.

37.3 Subject to clause 37.2, following service of a Break Notice this lease shall terminate on the Break Date.

37.4 If this lease terminates in accordance with clause 37.3 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent and any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

37.5 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

38. Charities Act 2011

38.1 The Property demised by this lease is held by Roehampton University an exempt charity.

38.2 The Property will, as a result of this lease, be held by Wandsworth Citizens Advice Bureaux Limited, a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

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

Executed as a deed by
Rochampton University
acting by
a director and
a director/its secretary


.....
Director


.....
Director/ Secretary

Executed as a deed by
**Wandsworth Citizens
Advice Bureaux Limited**
acting by
a director and
a director/its secretary

.....
Director

.....
Director/ Secretary