



HG-014-08167 The Hold

7. Ground Lease & Sub Lease

DATED 2017

UNIVERSITY OF SUFFOLK LTD (1)

to

SUFFOLK COUNTY COUNCIL (2)

GROUND LEASE

**of “The Hold” University of Suffolk,
Ipswich, Suffolk**

Term: 99 years
Term commences: 2017
Term ends: 2116
Rent: Peppercorn

MILLS & REEVE

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LR1 Date of lease	2017
LR2 Title number(s)	<p>LR2.1 Landlord's title number (s)</p> <p>NK304771</p> <p>LR2.2 Other title numbers</p>
LR3 Parties to this lease	<p>Landlord UNIVERSITY OF SUFFOLK LTD incorporated and registered in England and Wales with company number 05078498 whose registered office is at Waterfront Building, Neptune Quay, Ipswich, Suffolk, IP4 1QJ</p> <p>Tenant SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX</p>
LR4 Property	<p>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.</p> <p>See clause 1.1 and the definition of Premises</p>
LR5 Prescribed statements etc	<p><i>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.</i></p> <p>The Landlord is an exempt charity for the purposes of the Charities Act 1993 as amended by the Charities Act 2006</p> <p><i>LR5.2 This lease is made under, or by reference to, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Housing Act 1985</i></p> <p><i>Housing Act 1988</i></p> <p><i>Housing Act 1996</i></p>
LR6 Term for which the Property is leased	A term of 99 years beginning on 2017 and expiring on 2116.
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 acquisitions, 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

See clause 3.1 (definition Premises).

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

See clause 3.1 (definition Premises).

LR12 Estate rentcharge burdening the Property

None.

LR13 Application for standard form of restriction

None.

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

None.

1 Definitions and interpretation

1.1 In this Lease unless the context otherwise requires:

“Accessways” the paths ways and roads which are provided by the Landlord for the common use and enjoyment of the occupiers on the Campus;

“Agreement” means the agreement dated [] 2017 made between (1) the Landlord and (2) the Tenant which provided for the grant of this Lease;

“Authorised Use” means as a heritage centre, records office and teaching establishment together with ancillary uses such as a café, shop and performance / exhibition space;

“Authority” means any statutory public local or other authority or any court of law or any government department or any of them or any of their duly authorised officers;

“Basic Rent” means a peppercorn per annum (if demanded) payable on each anniversary of the date of this Lease;

“Campus” the property forming part of the University of Suffolk Ipswich Suffolk (of which the Premises forms part) shown edged blue on the Plan;

“Conduits” means ducts shafts cisterns tanks radiators pipes wires cables sewers drains soakaways watercourses gutters gullies conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media or ancillary equipment (excluding those which belong to the public utility companies or the local authority) for the passage or transmission of soil gas electricity water air light or electronic information provided by the Landlord for the common use and enjoyment of the occupiers of the Campus;

“Consent” means an approval permission authority licence or other relevant form of approval given by the Landlord in writing;

“Contractual Term” means a term of ninety nine (99) years beginning on [] 2017 and expiring on [] 2116;

“Enactment” means:

- (a) any Act of Parliament; and
- (b) any European Community legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom

and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment which replaces it or derives validity from it;

“Environmental Damage” means any damage to human health or the environment arising from the Premises which would:

- (a) constitute a breach of any Legal Obligation; or
- (b) give rise to a civil claim for damages; or
- (c) give rise to a reduction in value of the Landlord’s interest in the Premises;

“Hazardous Material” means any substance which alone or in combination with other substances is known or reasonably believed to be harmful to human health or the environment and because of that subject to statutory controls on production use storage or disposal;

“Interest” means interest at a yearly rate three percentage points above the base rate for the time being of Barclays Bank PLC or (if base rate or Barclays Bank PLC ceases to exist) such reasonably equivalent rate as is stipulated in writing by the Landlord;

“Insured Risks” means fire lightning explosion storm flood impact of aircraft and any other risks against which the Tenant from time to time considers it necessary to insure subject:

- (a) in every case to the availability of insurance cover against the risk;
- (b) to the conditions on which and to the extent that insurance cover against each risk is generally available in relation to property like the Premises;

“Landlord” includes the person presently entitled to the reversion immediately expectant on the determination of the Term;

“Lease” includes where relevant any deed of variation licence Consent or other document supplemental to or associated with the Lease by which the Tenant is bound whether presently existing or not;

“Legal Obligation” means any obligation from time to time created by any Enactment or Authority which relates to the Premises or their use and includes without limitation obligations imposed as a condition of any Necessary Consents;

“Necessary Consents” means planning permission and all other consents licences permissions and approvals whether of a public or private nature which are relevant in the context;

“Other Occupier” means any lawful undertenant and anybody at the Premises with the express or implied authority of the Tenant or any lawful undertenant other than the Landlord;

“Permitted Underlease” means an underlease of part of the Premises to be granted by the Tenant to the Landlord in accordance with the Agreement;

“Plan” means the plan annexed to this Lease;

“Plant” means plant equipment and machinery and without limitation includes any lifts hoists generators and equipment for air conditioning ventilation heating cooling fire alarm fire prevention or fire control communication or security;

“Premises” means all the premises known as “The Hold” University of Suffolk Ipswich Suffolk shown edged red on the Plan together with all replacements additions and improvements made thereto and all fixtures on the property (whether or not originally affixed) except any tenant’s fixtures which can be removed from the property without damaging it together also with (in common with all others entitled to the same rights but to the exclusion of any other rights easements quasi-easements or rights in the nature of easements):

- (a) the right to use the Conduits which serve the Premises;
- (b) the right to use the Accessways for access to and from the Premises in connection with the Authorised Use

but except and reserving to the Landlord and all others authorised by the Landlord:

- (c) the free passage and running of water soil gas electricity and other services from and to all adjoining or neighbouring premises whether or not belonging to the Landlord through all the Conduits now or subsequently during the Term in over or under the property demised by this Lease with the right to lay move make and maintain connections with the Conduits and to lay move and maintain new Conduits;
- (d) full rights of support either now or intended to be enjoyed in connection with any other building or structure erected or to be erected adjoining or over the property demised by this Lease;
- (e) the right in case of emergency to pass through the property demised by this Lease in accordance with the regulations and requirements of any competent Authority having jurisdiction in the matter;
- (f) the right to erect or alter any building even if the access of light and air or either of them to the property demised by this Lease or any other amenity enjoyed by that property is affected;
- (g) the right at all reasonable times (and at any time in case of emergency) to enter the property demised by this Lease whether or not with scaffolding materials and machinery and accompanied by workmen or others in exercise of any of the Landlord's rights under this Lease or to comply with any other Legal Obligation of the Landlord and to carry out inspections or work pursuant to those rights;
- (h) the right at all reasonable times (and at any time in case of emergency) to enter the property demised by this Lease whether or not with scaffolding materials and machinery and accompanied by workmen or others to execute repairs or alterations to any adjoining premises belonging to the Landlord (the Landlord making good all damage to the property demised by this Lease caused by the exercise of the right);
- (i) all other easements or rights in the nature of easements or quasi-easements now enjoyed by any neighbouring property;

“Rent” means all sums reserved as rent by this Lease;

“Tenant” includes the person in whom the Term is presently vested and whenever the expressions the **“Tenant”** (whether the original tenant or the tenant by devolution of title) include more than one person:

- (a) the covenants on the part of the Tenant contained in this Lease are given jointly and severally;
- (b) references to the **“Tenant”** shall be deemed to be references to each and every party comprising the Tenant (as the case may be);

“Tenant Covenant” means a **“tenant covenant”** as defined by section 28 Landlord and Tenant (Covenants) Act 1995 and refers to the relevant covenants terms obligations and conditions in this Lease with which the Tenant undertakes to comply;

“Term” means the Contractual Term together with the period of any holding over and any extension of the Contractual Term by Enactment or otherwise;

“Uninsured Risks” means tempest, bursting and overflowing of water, tanks, apparatus or pipes, impact of aerial devices and articles dropped from them, riot, civil commotion and malicious damage (including damage caused during the course of theft or attempted theft from the Premises);

“Value Added Tax” includes any tax charged in addition to or in substitution for it;

“VAT Act” means the Value Added Tax Act 1994;

“Works” means the works carried out by the Tenant at the Premises pursuant to its obligations to the Landlord under Schedule 1 of the Agreement.

1.2 In this Lease unless the context otherwise requires:

1.2.1 any Tenant Covenant not to do something includes an obligation not (so far as it is within the control of the Tenant) to allow that thing to be done;

1.2.2 references to:

- (i) the singular include the plural and vice versa;
- (ii) a person includes a reference to a body corporate;
- (iii) numbered clauses and schedules are references to the relevant clause in or schedule to this Lease;

- (iv) numbered paragraphs are references to the numbered paragraphs of the schedule in which such a reference occurs;

1.2.3 words importing any gender include every gender.

1.3 The clause paragraph and schedule headings do not form part of this Lease and are not to be taken into account when construing it.

1.4 This instrument:

1.4.1 is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated;

1.4.2 was delivered when it was dated;

1.4.3 is entered into pursuant to the Agreement.

2 Demise and payment of rent

2.1 In consideration of the covenants in the Agreement and Lease the Landlord demises the Premises to the Tenant to hold for the Term yielding and paying throughout the Term as rent:

2.1.1 the Basic Rent; and

2.1.2 all other sums due to the Landlord under the terms of this Lease.

3 Tenant's covenants

3.1 The Tenant covenants with the Landlord to observe and perform the Tenant Covenants in this Lease including without limitation the covenants set out in Schedule 1.

4 Landlord's covenants

4.1 The Tenant paying the Rent and performing and observing the Tenant Covenants contained in this Lease the Landlord covenants with the Tenant to observe and perform the covenants set out in Schedule 2.

5 Provisos

5.1 Re-entry

If at any time during the Term:

5.1.1 any part of the Rent is unpaid for twenty one days after becoming due (whether formally demanded or not); or

5.1.2 there is any breach of any of the Tenant Covenants which is not remedied within 28 days (or such longer period as shall be reasonable) after the giving of notice by the Landlord to the Tenant;

it shall be lawful for the Landlord or any person authorised by the Landlord at any time thereafter notwithstanding the waiver of any previous breach of covenant to re-enter the Premises or any part of them in the name of the whole whereupon the Term will determine but without prejudice to any remedy of the Landlord for breach of covenant.

5.2 Compensation

Neither the Tenant nor any undertenant at any time shall be entitled to any compensation under any Enactment on the expiration or determination of the Term or on vacating the Premises except to the extent that compensation may be payable by law in spite of any agreement to the contrary.

5.3 Illegality of authorised use

If performance of any covenants or stipulations in this Lease becomes impossible or illegal the Term and the liability of the Tenant to pay Rent shall not determine but no liability will attach to either party for failure to perform the relevant covenants and stipulations.

5.4 Exclusion of liability

5.4.1 So far as it is lawful to exclude liability the Landlord is not liable:

- (i) to any person entering or using the Premises for accidents happening injuries sustained or for loss or damage to goods or chattels in the Premises;

- (ii) for any act neglect default or omission of any of the tenants owners or occupiers of any adjoining or neighbouring premises or of any representative or employee of the Landlord (unless acting within the scope of the authority of the Landlord);
- (iii) for the defective working or stoppage or breakage of or leakage or overflow from any Conduit provided that the Landlord has (and can evidence the same) regularly inspected and maintained the Conduits to a good and workmanlike standard;
- (iv) for the obstruction by others of any areas over which rights are granted by this Lease.

5.5 Rights of light and air

The Landlord may at any time without compensating or obtaining any consent from the Tenant deal as the Landlord thinks fit with any neighbouring property and may develop neighbouring property even if the development causes a nuisance or interferes with the light air enjoyed by the Premises.

5.6 Value Added Tax

Any consideration given for supplies made by the Landlord under this Lease is exclusive of Value Added Tax.

5.7 Benefit of covenants, etc.

This Lease does not pass to the Tenant the benefit of or right to enforce any covenants which now benefit or which may in future benefit the reversion to this Lease and the Landlord shall in the Landlord's sole discretion be entitled to waive vary or release any such covenants.

5.8 Service of notices

Section 196 Law of Property Act 1925 applies to any notice served under or pursuant to this Lease.

5.9 Exclusion of warranty

The Landlord does not by the granting of this Lease or any provision contained in it warrant that the Premises may lawfully be used for any purpose.

5.10 Landlord as trustee

Any landlord for the time being who is a trustee shall not be liable to the Tenant to a greater extent than the assets of the trust from time to time in that landlord's hands.

5.11 Third Party rights

The parties to this lease do not intend that any of its terms will be enforceable as a result of the Contracts (Rights of Third Parties) Act 1999.

5.12 Alterations to the Accessways and the Conduits.

The Landlord may (having given reasonable notice to the Tenant and having taken account of any reasonable representations made by the Tenant) alter add to or take away any element of the Accessways and Conduits and obstruct the Accessways or interrupt the provision of services through the Conduits while doing so but in the course of the work will ensure that reasonable access to the Premises is always available and that any interruption to services causes the minimum inconvenience to the Tenant as is reasonably practicable subject to making good any damage caused in the exercise of these rights to the reasonable satisfaction of the Tenant and further provided that the exercise of any right shall not materially interfere with the Authorised Use.

Schedule 1

(Covenants by the Tenant)

1 Rent

- 1.1 To pay the Rent at the times and in the manner specified without any deduction or set-off.

2 Interest

- 2.1 Without prejudice to any other rights of the Landlord to pay Interest on demand to the Landlord on any Rent or other payment in arrear whether demanded or not from the date the Rent or payment is due to the date of actual payment calculated on a daily basis and compounded on each of the Rent Days.

3 Outgoings

- 3.1 To pay all taxes charges and outgoings of any kind at any time imposed on or payable in respect of the Premises or any part of them or on the owner or occupier of them and if at any time the Premises are not separately assessed for any such taxes charges or outgoings to pay to the Landlord on demand a fair proportion of any assessment which includes the Premises (the proportion in case of dispute to be settled by the Landlord's surveyor whose determination will be final) and (without prejudice to the generality of those requirements) to pay and indemnify the Landlord against any rates on unoccupied property which would not have been payable if the Premises had been occupied at all times after the date of this Lease.

4 Maintenance charge

- 4.1 To pay on demand a fair and proper proportion of the cost of building repairing maintaining and cleaning anything used or capable of being used by the Premises in common with other premises (including without limitation the Accessways and the Conduits) such proportion to be calculated by the Landlord but provided that any dispute shall be settled by an independent surveyor jointly appointed by the parties whose determination will be final save in the case of manifest error.

5 Costs of notices, etc

- 5.1 To pay on demand and to indemnify the Landlord against all expenses incurred by the Landlord in connection with any steps taken or properly contemplated by the Landlord consequent upon a breach of covenant by the Tenant (even if forfeiture is avoided other than by relief granted by the court).

6 Costs of Landlord's consents

- 6.1 To pay on demand and to indemnify the Landlord against all expenses incurred by the Landlord in connection with any Consent sought under the terms of this Lease whether or not consent is granted.

7 Repair maintenance and alterations

- 7.1 To keep any buildings on the Premises in good condition free from defects.
- 7.2 To keep any Plant and Conduits installed in the Premises in good working order and in good repair and condition.
- 7.3 To give written notice to the Landlord of any defects in the Premises or required repairs which the Landlord is or may be liable to repair under common law or by virtue of any Enactment immediately the same come to the attention of the Tenant.
- 7.4 To keep the Premises clean and tidy and any grass plants trees and landscaped areas at the Premises mown or tended as appropriate.
- 7.5 In the last year of the Term (however the Term determines) to prepare and then paint in a proper manner with two coats of good quality paint of a type and colours first approved by the Landlord all the outside parts of any buildings at the Premises which should properly be painted and in the same manner to prepare and treat with good quality materials all other outside work and also in the same manner to clean and treat (by a method first approved in writing by the Landlord) the brickwork and exterior finishes of the Premises.
- 7.6 In the last year of the Term (however the Term determines) to prepare and then paint in a proper manner with two coats of good quality paint all inside surfaces of any buildings comprised in the Premises which should properly be painted and afterwards to decorate in the same manner all the parts that should properly be decorated in colours first approved in writing by the Landlord.

- 7.7 Not without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to make any external or structural alterations or addition to the Property and not to make any opening in any boundary structure of the Property.
- 7.8 Not to install, alter the route of, damage or remove any Conduits at the Premises or exclusively serving the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

8 To yield up

- 8.1 To yield up the Premises (and all keys to them) to the Landlord at the end of the Term (however determined) with vacant possession in a state consistent with proper performance by the Tenant of the Tenant Covenants.

9 Landlord's rights of entry

- 9.1 To allow the Landlord and others authorised by the Landlord at all reasonable times (and at any time in case of emergency) and upon reasonable notice (save in the case of emergency when no notice will be required) to enter (and remain unobstructed on) the Premises to:
- 9.1.1 exercise any of the rights reserved by and to perform the obligations contained in this Lease;
- 9.1.2 carry out works which are the responsibility of the Tenant under this Lease but which the Tenant has failed to do;
- 9.1.3 comply with any other Legal Obligation of the Landlord.

BUT PROVIDED that any entry by the Landlord into the strongroom at the Premises shall be with the consent of the Tenant (such consent not to be unreasonably withheld) but who shall be entitled to impose reasonable regulations on such entry.

10 Use

- 10.1 Not to use any part of the Premises other than for the Authorised Use.
- 10.2 Not to do anything on the Premises which is or may become a nuisance or which causes damage to the Landlord or any neighbouring owners or occupiers.

- 10.3 Not to cause or knowingly permit any Environmental Damage at or to the Premises and to indemnify the Landlord against all losses costs claims liability or demands in respect of any breach of this clause.
- 10.4 At the end of the Term (however it ends) and without prejudice to the generality of paragraph 8.1 of Schedule 1.
- 10.4.1 to yield up (in accordance with clause 10.3) the Premises free from contamination by substances causing or likely to cause Environmental Damage; and
- 10.4.2 to indemnify the Landlord against losses claims or demands which the Landlord suffers as a result of the Premises being affected by Environmental Damage at the expiration of the Term in breach of clause 10.3;
- 10.4.3 to remove any Hazardous Materials present on the Premises.
- 10.5 To observe and perform the stipulations and covenants referred to in the documents specified in Schedule 1 so far as they relate to the Premises and are enforceable against an owner or occupier of the Premises and to keep the Landlord indemnified against all costs and liability in respect of them.
- 10.6 To observe all reasonable regulations made by the Landlord for the proper management of the Campus but provided that the Tenant shall not be obliged to observe any regulations which interferes with the access of the general public to and enjoyment of the Premises.

11 Legal Obligations and Necessary Consents

- 11.1 To comply with all Legal Obligations relating to the Premises.
- 11.2 Where any Necessary Consent implemented by the Tenant or any undertenant or permitted occupier of the Premises requires works to be carried out by a date subsequent to the end of the Term (however it ends) the Tenant shall ensure that those works are completed before the end of the Term (however it ends).

12 Alienation

- 12.1 Not to assign transfer charge or part with possession of part only of the Premises but provided that the Tenant may sublet part or parts of the Premises via the Permitted Underlease or otherwise.
- 12.2 Not to assign transfer or underlet or part with possession of the Premises as a whole but provided that the Tenant shall be entitled to assign the whole of the Premises to a statutory successor or other body exercising the statutory functions of the Tenant in respect of the Authorised Use providing a public service and provided that the Tenant shall notify the Landlord in writing and shall provide the Landlord with a direct deed of covenant from the assignee complying with the terms of this Lease in such form as the Landlord shall reasonably require.
- 12.3 In relation to the Permitted Underlease not at any time either expressly or by implication to vary the terms of the Permitted Underlease so as to materially diminish the open market value of this Lease.
- 12.4 Not to hold the whole or any part of the Premises as trustee or agent or otherwise for the benefit of any other person.

13 Registration of assignments, etc

- 13.1 To produce for registration with the Landlord's solicitors within twenty-one days after the date of it (or in the case of a probate or letters of administration within twenty-one days after the grant) a certified copy of any document operating or purporting to dispose of or deal with any interest in the Premises (and where the title is registered to supply as soon as possible land registry office copy entries of the register showing the entry consequent upon the document) and to pay the Landlord's solicitors' proper charges for registration.

14 Insurance

- 14.1 To effect and maintain insurance of the Premises (with reputable insurers) at its own cost with the Landlord's interest noted on the policy. Such insurance shall be against loss or damage caused by any of the Insured Risks for the full reinstatement value subject to:
 - 14.1.1 any reasonable exclusions, limitations, conditions or excesses that may be imposed by the Insurer; and

- 14.1.2 insurance being available on reasonable terms in the London insurance market.
- 14.2 In relation to any insurance effected by the Tenant under this paragraph:
- 14.2.1 at the request of the Landlord, to supply the Landlord with:
- (i) a copy of the current insurance policy and schedule;
 - (ii) a copy of the application form for the policy; and
 - (iii) a copy of the receipt for the current year's premium;
- 14.2.2 to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change.
- 14.3 To inform the Landlord and inform the insurer of the property immediately that it becomes aware of:
- 14.3.1 any matter which occurs in relation to the Premises that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Premises;
- 14.3.2 any damage or loss that relates to the Property; and
- 14.3.3 any other event occurs which might affect any insurance policy relating to the Premises.
- 14.4 To insure the Premises adequately against all third party public and occupiers' liability risks.
- 14.5 On request to produce the insurance policy covering the matters referred to in paragraph 14 and satisfactory evidence of payment of the current premium (and so that if the Tenant fails to do so the Landlord may effect the insurance and the Tenant will on demand reimburse the Landlord the cost of doing so).

15 Rebuild following damage or destruction

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

- 15.1.1 promptly notify the Landlord and make a claim under the insurance policy for the Premises;
 - 15.1.2 notify the Landlord immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy;
 - 15.1.3 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Premises and make good any shortfall out of the Tenant's own monies;
 - 15.1.4 promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Premises;
 - 15.1.5 subject to obtaining such consents, reinstate or rebuild the Premises in a manner equivalent in size, quality, layout and facilities to the Premises before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Premises in a manner and with facilities that are reasonably equivalent to those previously at the Premises provided always that:
 - (i) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed; and
 - (ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.
- 15.2 If the Premises or any part of it is damaged by an Uninsured Risk the Tenant shall have the same obligations as in clause 15.1 save that there are no insurance proceeds that will apply.

16 Destruction of Property

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

- 16.1.1 the Tenant's obligation to reinstate the Premises contained in Paragraph 15 of Schedule 1 or otherwise shall no longer apply;
- 16.1.2 the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions by an independent expert; and
- 16.1.3 the Tenant shall pay (in cleared funds), the Landlord's proportion of such insurance proceeds within thirty Working Days of the date of receipt of the proceeds of the insurance policy or within thirty Working Days of the determination pursuant to clause 16.1.2, whichever is the later.

17 Value Added Tax

- 17.1 On demand to discharge any liabilities of the Landlord under this Lease relating to Value Added Tax in respect of any supply for Value Added Tax purposes of goods or services to or by the Landlord made pursuant to or in consequence of this Lease provided that in the case of supplies by the Landlord the Landlord shall first supply to the Tenant a valid VAT invoice [and in the case of supplies to the Landlord the Tenant shall only be obliged to discharge such VAT to the extent that the same is irrecoverable by the Landlord by way of credit or refund from HM Customs & Excise.
- 17.2 Not to prevent from being a taxable supply a grant or other supply made pursuant to or in consequence of this Lease in relation to all or any part of the Premises over which an option to tax has been made at any time under part 1 of schedule 10 of the VAT Act.
- 17.3 On any breach of any of the preceding covenants in this paragraph 17 (without limitation) the Tenant will indemnify the Landlord against:
- 17.4 any:
- 17.5 Value Added Tax which is irrecoverable input tax paid or payable by the Landlord;
- 17.6 Value Added Tax which is output tax and which the Landlord is or will become liable to pay; and

- 17.7 amount for which the Landlord is or will become liable to HM Customs & Excise under the provisions of part XIV or part XV of the Value Added Tax Regulations 1995
- 17.8 which the Landlord would not otherwise have been liable to pay had there been no breach;
- 17.9 any penalties interest or default surcharge due in addition to such liability to pay and also against any liability to income or corporation tax on any payment made to the Landlord under this paragraph 17.

18 Indemnities

- 18.1 To indemnify the Landlord against all costs and liability incurred or suffered as a consequence of the breach of any of the Tenant Covenants in this Lease.
- 18.2 To indemnify the Landlord against all damage caused to the Premises or to any neighbouring premises or injury caused to any person by any act or default of the Tenant or any Other Occupier.

19 Not to cause taxes to be imposed

- 19.1 Not to do anything relating to the Premises which renders the Landlord liable to any tax or other financial liability (save for income or corporation tax or (without prejudice to paragraph 15 of this Schedule) Value Added Tax on payments made by the Tenant to the Landlord under this Lease).

20 Statutory acquisitions

- 20.1 Not to do or omit to do any act matter or thing as a consequence whereof the Landlord's reversion immediately expectant upon the determination of the Term shall become liable to acquisition pursuant to any Enactments

21 Encroachments, obstructions and acquisition of rights

- 21.1 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- 21.1.1 immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and

- 21.1.2 do such acts and things as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 21.2 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 21.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 21.4 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
 - 21.4.1 immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the landlord reasonably requires; and
 - 21.4.2 do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

Schedule 2

(Covenants by the Landlord)

1 Quiet enjoyment

- 1.1 That the Tenant may (subject to the other provisions of this Lease) quietly enjoy the Premises for the Term without any lawful interruption by the Landlord or any person lawfully claiming through the Landlord.

2 Accessways and Conduits

- 2.1 To use all reasonable endeavours to repair and maintain the Accessways and the Conduits to a reasonable standard except any that exclusively serve the Premises or are the responsibility of any other tenant at the Campus.

3 Security and safety of the Premises and collections

- 3.1 In the exercise of its rights or obligations pursuant to this Lease, the Landlord shall take all reasonable precautions to ensure that the strongroom and other archive storage areas within the Premises and any collections or other exhibits at the Premises are kept safe, secure and free from risk which might damage or degrade the same.

Schedule 3

(Matters affecting freehold title)

Covenants, conditions, agreements, provisions and other matters contained or referred to in the property and charges register of title number SK304771 so far as they relate to the Premises and are still substituting.

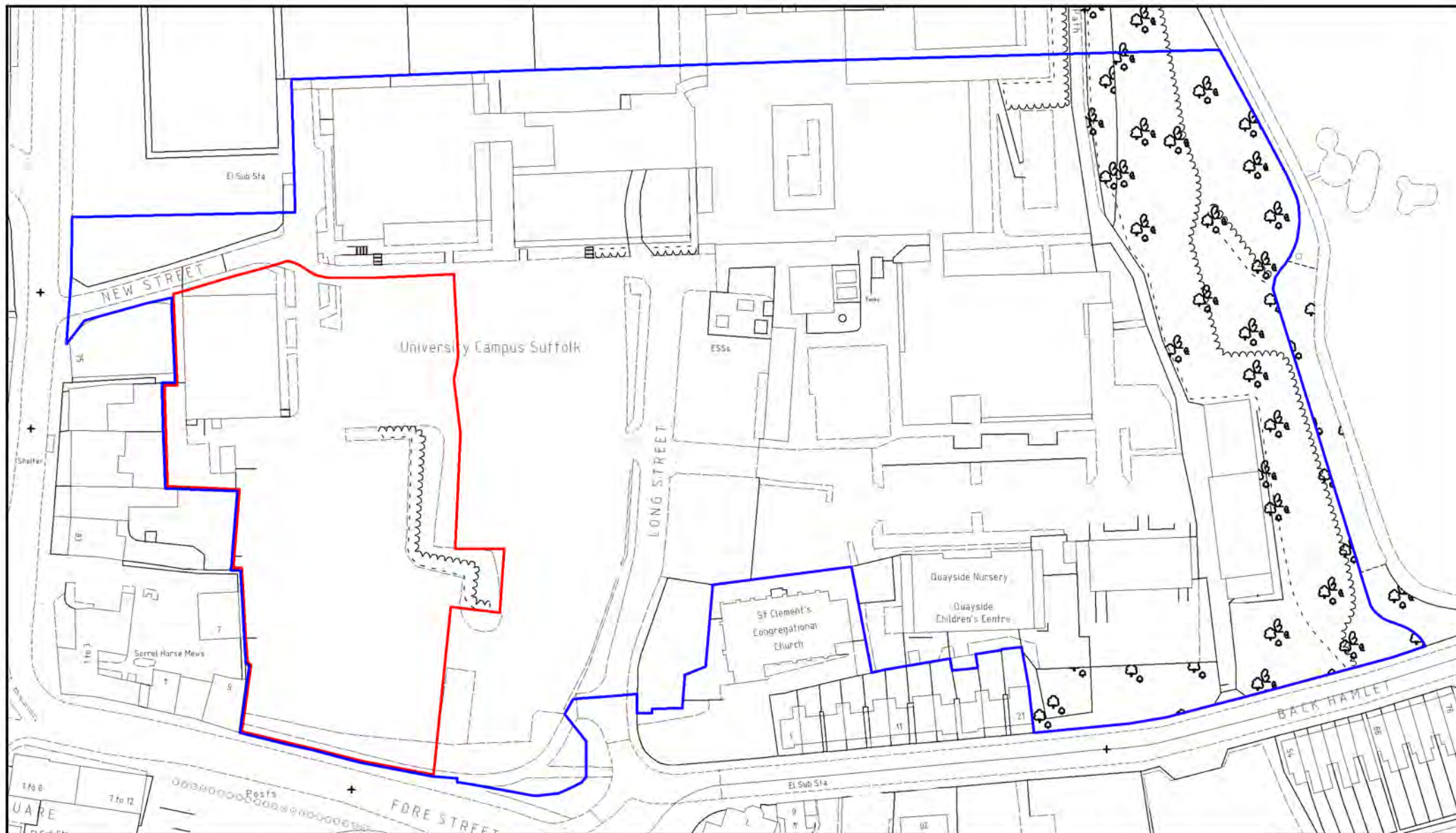
Executed as a deed by **UNIVERSITY OF**)
SUFFOLK LTD acting by:)

.....
Director's name Director's signature

.....
Director's[/Secretary's] name Director's[/Secretary's] signature

Executed as a deed by affixing the common)
seal of **SUFFOLK COUNTY COUNCIL** in the
presence of:)

.....
Authorised officer



Corporate Property.
Endeavour House,
8, Russell Road,
Ipswich, Suffolk. IP1 2BX.
Telephone (01473 264180).



Parish - Ipswich

Produced By:
markce

MapTitle The Hold - Plan for ground lease

Scale:
1:1250

Date:
21/11/2017

Plan No:

DATED 2017

SUFFOLK COUNTY COUNCIL (1)

to

UNIVERSITY OF SUFFOLK LTD (2)

UNDERLEASE

**of an auditorium and two seminar
rooms within “The Hold” University of
Suffolk, Ipswich, Suffolk**

Term: 99 years
Term commences: 2017
Term ends: 2116
Rent: Peppercorn

Annexure: Schedule of Tenant's Fit-Out Works

MILLS & REEVE

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LR1 Date of lease	2017
LR2 Title number(s)	<p>LR2.1 Landlord's title number (s)</p> <p>To be confirmed</p> <p>LR2.2 Other title numbers</p>
LR3 Parties to this lease	<p>Landlord SUFFOLK COUNTY COUNCIL of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX</p> <p>Tenant UNIVERSITY OF SUFFOLK LTD incorporated and registered in England and Wales with company number 05078498 whose registered office is at Waterfront Building, Neptune Quay, Ipswich, Suffolk, IP4 1QJ</p>
LR4 Property	<p>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.</p> <p>See clause 1.1 and the definition of Premises</p>
LR5 Prescribed statements etc	<p><i>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.</i></p> <p>The land leased will, as a result of this lease be held by (or in trust for) the Tenant an exempt charity.</p> <p><i>LR5.2 This lease is made under, or by reference to, provisions of:</i></p> <p><i>Leasehold Reform Act 1967</i></p> <p><i>Housing Act 1985</i></p> <p><i>Housing Act 1988</i></p> <p><i>Housing Act 1996</i></p>
LR6 Term for which the Property is leased	A term of 99 years less 3 days beginning on 2017 and expiring on 2116.
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 acquisitions, 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

See clause 1.1 and the definition of Premises.

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

See clause 1.1 and the definition of Premises.

LR12 Estate rentcharge burdening the Property

None.

LR13 Application for standard form of restriction

None.

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

None.

1 Definitions and interpretation

1.1 In this Lease unless the context otherwise requires:

“Agreement” means the agreement dated [] 2017 made between (1) the Landlord and (2) the Tenant which provided for the grant of this Lease;

“Authorised Use” means as a [teaching establishment];

“Authority” means any statutory public local or other authority or any court of law or any government department or any of them or any of their duly authorised officers;

“Basic Rent” means a peppercorn per annum (if demanded) payable on each anniversary of the date of this Lease;

“Building” means the premises known as “The Hold” on the Campus which is shown outlined red on the Plan;

“Building Charge” means [[]%] [a fair and reasonable proportion] of the Building Costs;

“Building Costs” means the reasonable and proper costs incurred by or on behalf of the Landlord in complying with the Landlord’s obligations in paragraph 2 of Schedule 2;

“Campus” the property forming part of the University of Suffolk Ipswich Suffolk (of which the Building forms part) shown edged blue on the Plan;

“Common Parts” means 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) all parts of the Building that are of common benefit to, and the areas and amenities made available from time to time by the Landlord for use in common by the tenants and occupiers of the Building and all persons expressly or by implication authorised by them, [including external fences and other boundary divisions, electric gates, entry phone systems or CCTV and the service media, any pedestrian ways, forecourts, car parks, loading bays, service roads and landscaped areas, [lifts], entrance halls, hallways, corridors, landing, lift shafts, stairways, passages, lavatories and washrooms and areas designated for the keeping and collecting of refuse; and all fire protection equipment and communal noticeboards;

“Conduits” means ducts shafts cisterns tanks radiators pipes wires cables sewers drains soakaways watercourses gutters gullies conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media or ancillary equipment (excluding those which belong to the public utility companies or the local authority) for the passage or transmission of soil gas electricity water air light or electronic information provided by the Landlord for the common use and enjoyment of the occupiers of the Building;

“Consent” means an approval permission authority licence or other relevant form of approval given by the Landlord in writing;

“Contractual Term” means a term of ninety nine (99) years less three days beginning on [] 2017 and expiring on [] 2116;

“Enactment” means:

- (e) any Act of Parliament and
- (f) any European Community legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom

and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment which replaces it or derives validity from it;

“Environmental Damage” means any damage to human health or the environment arising from the Premises which would:

- (a) constitute a breach of any Legal Obligation; or
- (b) give rise to a civil claim for damages; or
- (c) give rise to a reduction in value of the Landlord's interest in the Premises;

"Financial Year" means each annual period from the date of this Lease;

"Hazardous Material" means any substance which alone or in combination with other substances is known or reasonably believed to be harmful to human health or the environment and because of that subject to statutory controls on production use storage or disposal;

"Interest" means interest at a yearly rate three percentage points above the base rate for the time being of Barclays Bank PLC or (if base rate or Barclays Bank PLC ceases to exist) such reasonably equivalent rate as is stipulated in writing by the Landlord;

"Insurance Rent" means a fair proportion of the sum payable by the Landlord to the Superior Landlord under the Superior Lease (before any discount or commission) for the insurance of:

- (a) the Building (other than any plate glass) for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
- (b) any insurance premium tax payable on the above.

"Insured Risks" means fire lightning explosion storm flood impact of aircraft and any other risks against which the Landlord from time to time considers it necessary to insure subject:

- (a) in every case to the availability of insurance cover against the risk;
- (b) to the conditions on which and to the extent that insurance cover against each risk is generally available in relation to property like the Premises;

“Landlord” includes the person presently entitled to the reversion immediately expectant on the determination of the Term;

“Lease” includes where relevant any deed of variation licence Consent or other document supplemental to or associated with the Lease by which the Tenant is bound whether presently existing or not;

“Legal Obligation” means any obligation from time to time created by any Enactment or Authority which relates to the Premises or their use and includes without limitation obligations imposed as a condition of any Necessary Consents;

“Necessary Consents” means planning permission and all other consents licences permissions and approvals whether of a public or private nature which are relevant in the context;

“Non-Core Hours” means outside of the hours of 9am to 6pm Monday to Saturday;

“Permitted Underlease” means an underlease of part of the Premises to be granted by the Tenant to the Landlord in accordance with the Agreement;

“Plan” means the plan annexed to this Lease;

“Plant” means plant equipment and machinery and without limitation includes any lifts hoists generators and equipment for air conditioning ventilation heating cooling fire alarm fire prevention or fire control communication or security;

“Premises” means the auditorium and two seminar rooms being part of the Building all of which premises is shown edged gold on the Plan including

- (a) the [floorboards] [floor screed];
- (b) the [interior plaster finish] on the ceiling;
- (c) the interior plasterwork and finishes of all exterior or load-bearing walls and pillars;
- (d) the walls, pillars, doors and windows insofar as they do not form part of the Common Parts; and
- (e) all Conduits which exclusively serve the Premises;

but excluding:

- (a) the Common Parts; and
- (b) all Conduits which do not exclusively serve the Premises

together with all replacements additions and improvements made thereto and all fixtures on the property (whether or not originally affixed) except any tenant's fixtures which can be removed from the property without damaging it

together (in common with all others entitled to the same rights but to the exclusion of any other rights easements quasi-easements or rights in the nature of easements) with the rights granted by the Superior Lease and the Rights Granted but except and reserving to the Landlord and all others authorised by the Landlord the rights reserved and excepted by the Superior Lease and the Rights Reserved;

"Rent" means all sums reserved as rent by this Lease;

"Rent Days" mean 25 March, 24 June, 29 September and 25 December;

"Rights Granted" means

- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Premises at the date of this lease;
- (b) the right to use the lifts hallways, corridors, stairways and landings of the Common Parts for the purposes of access to and egress from the Premises;
- (c) the right to use the lavatories and washrooms of the Building;
- (d) the right to use and to connect into any Conduits at the Building that belong to the Landlord and serve (but do not form part of) the Premises which are in existence at the date of this lease or are installed or constructed during the Contractual Term;
- (e) the right to display the name and logo of the Tenant on a sign or noticeboard provided by the Landlord in the entrance hall of the Building and on the Common Parts at the entrance to the Premises, in each case in a form and manner approved by the Landlord;

- (f) the right to enter the Common Parts or any other part of the Building so far as is reasonably necessary to carry out any works to the Premises required or permitted by this lease; and
- (g) 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;

“Rights Reserved” means

- (a) the right to use and connect into Conduits at (but not forming part of) the Premises which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (b) the right to use the Premises during academic term times (by prior notification to the Tenant) during Non-Core Hours or outside of academic terms at all times (by prior notification to the Tenant) for the Landlord’s own use but provided that any use shall be consistent with the Authorised Use under the Superior Lease and shall be booked into the Tenant’s booking system and shall be subject to such proper requirements as the Tenant may impose

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 Premises or the Common Parts or loss of amenity for the Premises or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Premises for the Authorised Use;

“Superior Landlord” means the Landlord for the time being of the Superior Lease;

“Superior Lease” means the lease by virtue of which the Landlord holds the Building which is made between the Landlord (as tenant) and the Tenant (as landlord) and dated [] 2017 and any documents made supplemental to it;

“Tenant” includes the person in whom the Term is presently vested and whenever the expressions the **“Tenant”** (whether the original tenant or the tenant by devolution of title) include more than one person:

- (a) the covenants on the part of the Tenant contained in this Lease are given jointly and severally;

(b) references to the “**Tenant**” shall be deemed to be references to each and every party comprising the Tenant (as the case may be);

“**Tenant Covenant**” means a “**tenant covenant**” as defined by section 28 Landlord and Tenant (Covenants) Act 1995 and refers to the relevant covenants terms obligations and conditions in this Lease with which the Tenant undertakes to comply;

“**Tenant’s Fit Out Works**” means the works to be carried out by the Tenant or persons authorised by the Tenant at the Premises as detailed in the Schedule of Works attached in the Annexure to this Lease;

“**Term**” means the Contractual Term together with the period of any holding over and any extension of the Contractual Term by Enactment or otherwise;

“**Uninsured Risks**” means tempest, bursting and overflowing of water, tanks, apparatus or pipes, impact of aerial devices and articles dropped from them, riot, civil commotion and malicious damage (including damage caused during the course of theft or attempted theft from the Premises);

“**Value Added Tax**” includes any tax charged in addition to or in substitution for it;

“**VAT Act**” means the Value Added Tax Act 1994.

1.2 In this Lease unless the context otherwise requires:

1.2.1 any Tenant Covenant not to do something includes an obligation not (so far as it is within the control of the Tenant) to allow that thing to be done;

1.2.2 references to:

- (i) the singular include the plural and vice versa;
- (ii) a person includes a reference to a body corporate;
- (iii) numbered clauses and schedules are references to the relevant clause in or schedule to this Lease;
- (iv) numbered paragraphs are references to the numbered paragraphs of the schedule in which such a reference occurs;

1.2.3 words importing any gender include every gender.

- 1.3 The clause paragraph and schedule headings do not form part of this Lease and are not to be taken into account when construing it.
- 1.4 This instrument:
- 1.4.1 is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated;
- 1.4.2 was delivered when it was dated;
- 1.4.3 is entered into pursuant to the Agreement.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause [] and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause []. 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.

2 Demise and payment of rent

2.1 In consideration of the covenants in this Lease the Landlord demises the Premises to the Tenant to hold for the Term yielding and paying throughout the Term as rent:

2.1.1 the Basic Rent;

2.1.2 the Insurance Rent payable in accordance with the provisions of paragraph 13 of Schedule 1;

2.1.3 the Building Charge payable in accordance with the provisions of Schedule 4; and

2.1.4 all other sums due to the Landlord under the terms of this Lease.

3 Tenant's covenants

3.1 The Tenant covenants with the Landlord to observe and perform the Tenant Covenants in this Lease including without limitation the covenants set out in Schedule 1 and Schedule 3.

4 Landlord's covenants

4.1 The Tenant paying the Rent and performing and observing the Tenant Covenants contained in this Lease the Landlord covenants with the Tenant to observe and perform the covenants set out in Schedule 2 and Schedule 3.

5 Provisos

5.1 Re-entry

If at any time during the Term there is any material breach of any of the Tenant Covenants which is not remedied within 28 days (or such longer period as shall be reasonable) after the giving of notice by the Landlord to the Tenant it shall be lawful for the Landlord or any person authorised by the Landlord at any time thereafter notwithstanding the waiver of any previous breach of covenant to re-enter the Premises or any part of them in the name of the whole whereupon the Term will determine but without prejudice to any remedy of the Landlord for breach of covenant.

5.2 Compensation

Neither the Tenant nor any undertenant at any time shall be entitled to any compensation under any Enactment on the expiration or determination of the Term or on vacating the Premises except to the extent that compensation may be payable by law in spite of any agreement to the contrary.

5.3 Illegality of authorised use

If performance of any covenants or stipulations in this Lease becomes impossible or illegal the Term and the liability of the Tenant to pay Rent shall not determine but no liability will attach to either party for failure to perform the relevant covenants and stipulations.

5.4 Exclusion of liability

5.4.1 So far as it is lawful to exclude liability the Landlord is not liable:

- (i) to any person entering or using the Premises for accidents happening injuries sustained or for loss or damage to goods or chattels in the Premises;
- (ii) for any act neglect default or omission of any of the tenants owners or occupiers of any adjoining or neighbouring premises or of any representative or employee of the Landlord (unless acting within the scope of the authority of the Landlord);
- (iii) for the defective working or stoppage or breakage of or leakage or overflow from any Conduit provided that the Landlord has (and can evidence the same) regularly inspected and maintained the Conduits to a good and workmanlike standard;
- (iv) for the obstruction by others of any areas over which rights are granted by this Lease.

5.5 Value Added Tax

Any consideration given for supplies made by the Landlord under this Lease is exclusive of Value Added Tax.

5.6 Benefit of covenants, etc.

This Lease does not pass to the Tenant the benefit of or right to enforce any covenants which now benefit or which may in future benefit the reversion to this Lease and the Landlord shall in the Landlord's sole discretion be entitled to waive vary or release any such covenants.

5.7 Service of notices

Section 196 Law of Property Act 1925 applies to any notice served under or pursuant to this Lease.

5.8 Exclusion of warranty

The Landlord does not by the granting of this Lease or any provision contained in it warrant that the Premises may lawfully be used for any purpose.

5.9 Third Party rights

The parties to this lease do not intend that any of its terms will be enforceable as a result of the Contracts (Rights of Third Parties) Act 1999.

5.10 Superior Lease

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

5.12 Subject to the Tenant paying the rents reserved by this lease and observing the Tenant's Covenants, 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.

5.13 At the request and cost of the Tenant, on a full indemnity basis, Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's covenants during such period as the Superior Lease subsists.

5.14 If the Superior Lease is surrendered, the Landlord shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlord's Covenants immediately prior to the surrender of the Superior Lease.

- 5.15 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.
- 5.16 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.
- 5.17 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.
- 5.18 Where the Tenant requires the consent or approval of the Superior Landlord to any act or omission then the Landlord shall at the cost of the Tenant use all reasonable endeavours to obtain that consent or approval.

Schedule 1

(Covenants by the Tenant)

1 Rent

- 1.1 To pay the Rent at the times and in the manner specified without any deduction or set-off.

2 Interest

- 2.1 Without prejudice to any other rights of the Landlord to pay Interest on demand to the Landlord on any Rent or other payment in arrear whether demanded or not from the date the Rent or payment is due to the date of actual payment calculated on a daily basis and compounded on each of the Rent Days.

3 Outgoings

- 3.1 To pay all taxes charges and outgoings of any kind at any time imposed on or payable in respect of the Premises or any part of them or on the owner or occupier of them and if at any time the Premises are not separately assessed for any such taxes charges or outgoings to pay to the Landlord on demand a fair proportion of any assessment which includes the Premises (the proportion in case of dispute to be settled by the Landlord's surveyor whose determination will be final) and (without prejudice to the generality of those requirements) to pay and indemnify the Landlord against any rates on unoccupied property which would not have been payable if the Premises had been occupied at all times after the date of this Lease.

4 Costs of notices, etc

- 4.1 To pay on demand and to indemnify the Landlord against all expenses incurred by the Landlord in connection with any steps taken or properly contemplated by the Landlord consequent upon a breach of covenant by the Tenant (even if forfeiture is avoided other than by relief granted by the court).

5 Costs of Landlord's consents

- 5.1 To pay on demand and to indemnify the Landlord against all expenses incurred by the Landlord and the Superior Landlord in connection with any Consent sought under the terms of this Lease whether or not consent is granted.

6 Repair maintenance and alterations

- 6.1 To keep the Premises in good condition provided that there shall be excluded from the Tenant's liability:
- 6.1.1 any latent or inherent defect in the Premises;
 - 6.1.2 any disrepair due to the Landlord exercising its Reserved Rights;
 - 6.1.3 damage or destruction due to Insured Risks and Uninsured Risks.
- 6.2 Where required by the Tenant the Landlord will enforce at its own cost any remedy that the Landlord may have against any professional or contractor in relation to latent or inherent defects in the Premises.
- 6.3 To give written notice to the Landlord of any defects in the Premises or required repairs which the Landlord is or may be liable to repair under common law or by virtue of any Enactment immediately the same come to the attention of the Tenant.
- 6.4 To keep the Premises clean and tidy.
- 6.5 In the last year of the Term (however the Term determines) to prepare and then paint in a proper manner with two coats of good quality paint all inside surfaces of any buildings comprised in the Premises which should properly be painted and afterwards to decorate in the same manner all the parts that should properly be decorated in colours first approved in writing by the Landlord.
- 6.6 Save for the Tenant's Fit-Out Works not without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to make any external or structural alterations or addition to the Property and not to make any opening in any boundary structure of the Property.
- 6.7 Save for the Tenant's Fit-Out Works not to install, alter the route of, damage or remove any Conduits at the Premises or exclusively serving the Premises without the

prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

- 6.8 If required by the Landlord in writing at least three months before the expiry of the Contractual Term to reinstate such items of the Tenant's Fit-Out Works as are shown with an asterisk on the Schedule of Works at the Appendix.

7 To yield up

- 7.1 To yield up the Premises (and all keys to them) to the Landlord at the end of the Term (however determined) with vacant possession in a state consistent with proper performance by the Tenant of the Tenant Covenants.

8 Landlord's rights of entry

- 8.1 To allow the Landlord and others authorised by the Landlord at all reasonable times (and at any time in case of emergency) and upon reasonable notice (save in the case of emergency when no notice will be required) to enter (and remain unobstructed on) the Premises to:

8.1.1 exercise any of the rights reserved by and to perform the obligations contained in this Lease;

8.1.2 carry out works which are the responsibility of the Tenant under this Lease but which the Tenant has failed to do;

8.1.3 comply with any other Legal Obligation of the Landlord.

9 Use

- 9.1 Not to use any part of the Premises other than for the Authorised Use.
- 9.2 Not to do anything on the Premises which is or may become a nuisance or which causes damage to the Landlord or any neighbouring owners or occupiers.
- 9.3 Not to cause or knowingly permit any Environmental Damage at or to the Premises and to indemnify the Landlord against all losses costs claims liability or demands in respect of any breach of this clause.
- 9.4 At the end of the Term (however it ends) and without prejudice to the generality of paragraph 7.1 of Schedule 1.

- 9.4.1 to yield up the Premises free from contamination by substances causing or likely to cause Environmental Damage; and
 - 9.4.2 to indemnify the Landlord against losses claims or demands which the Landlord suffers as a result of the Premises being affected by Environmental Damage at the expiration of the Term;
 - 9.4.3 to remove any Hazardous Materials present on the Premises.
- 9.5 To observe and perform the stipulations and covenants referred to in the documents specified in Schedule 3 so far as they relate to the Premises and are enforceable against an owner or occupier of the Premises and to keep the Landlord indemnified against all costs and liability in respect of them.
- 9.6 To observe all reasonable regulations made by the Landlord for the proper management of the Building but provided that the Tenant shall not be obliged to observe any regulations which interfere with the access of the general public to and enjoyment of the Premises.

10 Legal Obligations and Necessary Consents

- 10.1 To comply with all Legal Obligations relating to the Premises.
- 10.2 Where any Necessary Consent implemented by the Tenant or any undertenant or permitted occupier of the Premises requires works to be carried out by a date subsequent to the end of the Term (however it ends) the Tenant shall ensure that those works are completed before the end of the Term (however it ends).

11 Alienation

- 11.1 Not to assign transfer charge or part with possession of part only of the Premises.
- 11.2 Not to assign transfer or underlet or part with possession of the Premises as a whole but provided that the Tenant shall be entitled to assign the whole of the Premises to a successor or other body exercising the functions of the Tenant in respect of the Authorised Use provided that the Tenant shall notify the Landlord in writing and shall provide the Landlord with a direct deed of covenant from the assignee complying with the terms of this Lease in such form as the Landlord shall reasonably require.
- 11.3 Not to hold the whole or any part of the Premises as trustee or agent or otherwise for the benefit of any other person.

12 Registration of assignments, etc

- 12.1 To produce for registration with the Landlord's solicitors within twenty-one days after the date of it (or in the case of a probate or letters of administration within twenty-one days after the grant) a certified copy of any document operating or purporting to dispose of or deal with any interest in the Premises (and where the title is registered to supply as soon as possible land registry office copy entries of the register showing the entry consequent upon the document) and to pay the Landlord's solicitors' proper charges for registration.

13 Insurance

- 13.1 To inform the Landlord and inform the insurer of the property immediately that it becomes aware of:
- 13.1.1 any matter which occurs in relation to the Premises that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Premises;
 - 13.1.2 any damage or loss that relates to the Property; and
 - 13.1.3 any other event occurs which might affect any insurance policy relating to the Premises.
- 13.2 To insure the Premises adequately against all third party public and occupiers' liability risks.
- 13.3 On request to produce the insurance policy covering the matters referred to in paragraph 13.2 and satisfactory evidence of payment of the current premium (and so that if the Tenant fails to do so the Landlord may effect the insurance and the Tenant will on demand reimburse the Landlord the cost of doing so).
- 13.4 Not effect any insurance of the Premises but if it becomes entitled to the benefit of any insurance proceeds in respect of the Premises pay those proceeds or cause them to be paid to the Landlord.
- 13.5 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, its workers, contractors or agents or any person at the Premises or the Common Parts with the actual or implied authority of any of them. The Tenant shall

do likewise if the Landlord is similarly refused any insurance money in respect of its obligations under paragraph 4 of Schedule 2 of this lease.

14 Rebuild following damage or destruction

14.1 If the Premises or any part of it is damaged or destroyed by an Insured Risk the Landlord shall:

14.1.1 promptly notify the Tenant and make a claim under the insurance policy for the Premises;

14.1.2 notify the Tenant immediately if the Insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy;

14.1.3 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Premises and make good any shortfall out of the Landlord's own monies;

14.1.4 promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Premises;

14.1.5 subject to obtaining such consents reinstate or rebuild the Premises in a manner equivalent in size, quantity, layout and facilities to the Premises before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Premises in a manner and with facilities that are reasonably equivalent to those previously at the Premises provided always that:

(i) the Landlord shall obtain the Tenant's prior approval to any alterations proposed to the size, quality or layout of the Premises such consent not to be unreasonably withheld or delayed; and

(ii) the Premises shall be rebuilt or reinstated to the reasonable satisfaction of the Tenant.

- 14.2 If the Premises or any part of it is damaged by an Uninsured Risk the Landlord shall have the same obligation in clause 4.1 save there are no insurance proceeds that will apply.

15 Determination

- 15.1 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:

15.1.1 receipt by the Landlord of the Superior Landlord's notice to determine; or

15.1.2 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 15.1 shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the Tenant Covenants of this lease. Any proceeds of the insurance effected by the Superior Landlord under the terms of the Superior Lease shall belong to the Superior Landlord and any proceeds of the insurance effected by the Landlord under paragraph 4 of Schedule 2 of this lease shall belong to the Landlord.

- 15.2 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Premises has not been reinstated so as to be fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the Tenant Covenants of this lease. Any proceeds of the insurance effected by the Superior Landlord under the terms of the Superior Lease shall belong to the Superior Landlord. Any proceeds of the insurance effected by the Landlord under paragraph 4 of Schedule 2 of this lease shall belong to the Landlord.

16 Value Added Tax

- 16.1 On demand to discharge any liabilities of the Landlord under this Lease relating to Value Added Tax in respect of any supply for Value Added Tax purposes of goods or services to or by the Landlord made pursuant to or in consequence of this Lease provided that in the case of supplies by the Landlord the Landlord shall first supply to the Tenant a valid VAT invoice and in the case of supplies to the Landlord the Tenant shall only be obliged to discharge such VAT to the extent that the same is irrecoverable by the Landlord by way of credit or refund from HM Customs & Excise.
- 16.2 Not by the Tenant's intended or actual use of the Premises or otherwise by any act of the Tenant to prevent from being a taxable supply a grant or other supply made pursuant to or in consequence of this Lease in relation to all or any part of the Premises over which an option to tax has been made at any time under part 1 of schedule 10 of the VAT Act.
- 16.3 On any breach of any of the preceding covenants in this paragraph 16 (without limitation) the Tenant will indemnify the Landlord against any:
- 16.3.1 Value Added Tax which is irrecoverable input tax paid or payable by the Landlord;
- 16.3.2 Value Added Tax which is output tax and which the Landlord is or will become liable to pay;
- 16.3.3 amount for which the Landlord is or will become liable to HM Customs & Excise under the provisions of part XIV or part XV of the Value Added Tax Regulations 1995 which the Landlord would not otherwise have been liable to pay had there been no breach;
- 16.3.4 any penalties interest or default surcharge due in addition to such liability to pay and also against any liability to income or corporation tax on any payment made to the Landlord under this paragraph 6.

17 Indemnities

- 17.1 To indemnify the Landlord against all costs and liability incurred or suffered as a consequence of the breach of any of the Tenant Covenants in this Lease.

- 17.2 To indemnify the Landlord against all damage caused to the Premises or to any neighbouring premises or injury caused to any person by any act or default of any person or body other than the Landlord.

18 Not to cause taxes to be imposed

- 18.1 Not to do anything relating to the Premises which renders the Landlord liable to any tax or other financial liability (save for income or corporation tax or (without prejudice to paragraph 14 of this Schedule) Value Added Tax on payments made by the Tenant to the Landlord under this Lease).

19 Statutory acquisitions

- 19.1 Not to do or omit to do any act matter or thing as a consequence whereof the Landlord's reversion immediately expectant upon the determination of the Term shall become liable to acquisition pursuant to any Enactments

20 Encroachments, obstructions and acquisition of rights

- 20.1 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

20.1.1 immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and

20.1.2 do such acts and things as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

- 20.2 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

- 20.3 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:

20.3.1 immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the landlord reasonably requires; and

20.3.2 do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

Schedule 2

(Covenants by the Landlord)

1 Quiet enjoyment

- 1.1 That the Tenant may (subject to the other provisions of this Lease) quietly enjoy the Premises for the Term without any lawful interruption by the Landlord or any person lawfully claiming through the Landlord.

2 Building Services

- 2.1 To repair the Common Parts.
- 2.2 To provide heating and air conditioning to the internal areas of the Common Parts and the Premises during such periods of the year as the Landlord considers appropriate.
- 2.3 To provide electricity and water to the Premises.
- 2.4 To keep the internal areas of the Common Parts clean, and to clean the outside of the windows of the Building as often as the Landlord considers appropriate.
- 2.5 To keep the internal areas of the Common Parts reasonably well lit.
- 2.6 To supply hot and cold water, soap, paper, towels and other supplies for the lavatories and washrooms in the Common Parts.
- 2.7 To keep in the Building the lifts in reasonable working order.
- 2.8 To repair and maintain the structure and exterior of the Building (which shall include any costs imposed by the Superior Landlord for the purposes of the same).
- 2.9 To provide drainage and sewerage at the Premises (including any costs for the repair and maintenance of the same).
- 2.10 To pay national non-domestic rates.
- 2.11 To provide custodial services at the Building in the interests of good estate management, including (but not limited to) cleaning and security costs.

- 2.12 To redecorate the Building (including the Common Parts and the Premises) at the Landlord's discretion.
- 2.13 To maintain the alarm system at the Building.
- 2.14 To install, operate, repair and maintain an I.T. and telephony system at the Building.
- 2.15 To repair, maintain, replace or renew the Conduits.
- 2.16 To establish and maintain a sinking fund to contribute towards the cost of meeting any significant items of expenditure in respect of the Building from time to time.

3 Warranties

- 3.1 To obtain and keep in force adequate warranty cover of at least 12 years and in a minimum amount of [] from the Landlord's team of consultants and professionals in respect of latent and inherent defects in the Premises and to enforce these obligations on the request of the Tenant but at the Landlord's cost.

4 Insurance

- 4.1 To insure the Building in accordance 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, contractors or agents or any person on the Premises with the actual or implied authority of any of them. The Landlord shall be obliged to insure any part of the Premises installed by the Tenant.
- 4.2 Notwithstanding that the Tenant is obliged to pay the Insurance Rent in respect of the Insured Risks, the Landlord may also insure against the Landlord's public liability in respect of the Common Parts.

Schedule 3

(Matters affecting freehold title)

Covenants, conditions, agreements, provisions and other matters contained or referred to in the property and charges register of title number SK304771 so far as they relate to the Premises and are still substituting.

Schedule 4

(Building Charge)

- 1 Before or as soon as possible after the start of each Financial Year, the Landlord shall prepare and send the Tenant an estimate of the Building Costs for that Financial Year.
- 2 The Tenant shall pay the estimated Building Charge for each Financial Year in four equal instalments on each of the Rent Days.
- 3 In relation to the Financial Year current at the date of this lease, the Tenant's obligations to pay the estimated Building Charge and the actual Building Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period beginning on the date of this lease and ending on the last day of the Financial Year. The estimated Building Charge for which the Tenant is liable shall be paid in equal instalments on the date of this lease and the remaining Rent Days during the period beginning on the date of this lease and ending on the last day of the Financial Year.
- 4 As soon as reasonably practicable after the end of each Financial Year, the Landlord shall prepare and send to the Tenant a certificate showing the Building Costs for that Financial Year. The certificate shall be in accordance with the service charge accounts prepared and audited by the Landlord's independent accountants.
- 5 If any cost is omitted from the calculation of the Building Cost in any Financial Year, the Landlord shall be entitled to include it in the estimate and certificate of the Building Costs in any following Financial Year. Otherwise, and except in the case of manifest error, the Building Costs certificate shall be conclusive as to all matters of fact to which it refers save in the case of manifest error.
- 6 If, in respect of any Financial Year, the Landlord's estimate of the Building Charge is less than the Building Charge, the Tenant shall pay the difference on demand. If, in respect of any Financial Year, the Landlord's estimate of the Financial is more than the Building Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Building Charge (and, where the difference exceeds the next instalment, then the balance of the difference shall be credited against each succeeding instalment until it is fully credited).

Executed as a deed by affixing the common)
seal of **SUFFOLK COUNTY COUNCIL** in the
presence of:)

.....

Authorised officer

Executed as a deed by **UNIVERSITY OF**)
SUFFOLK LTD acting by:)

.....

Director's name

.....

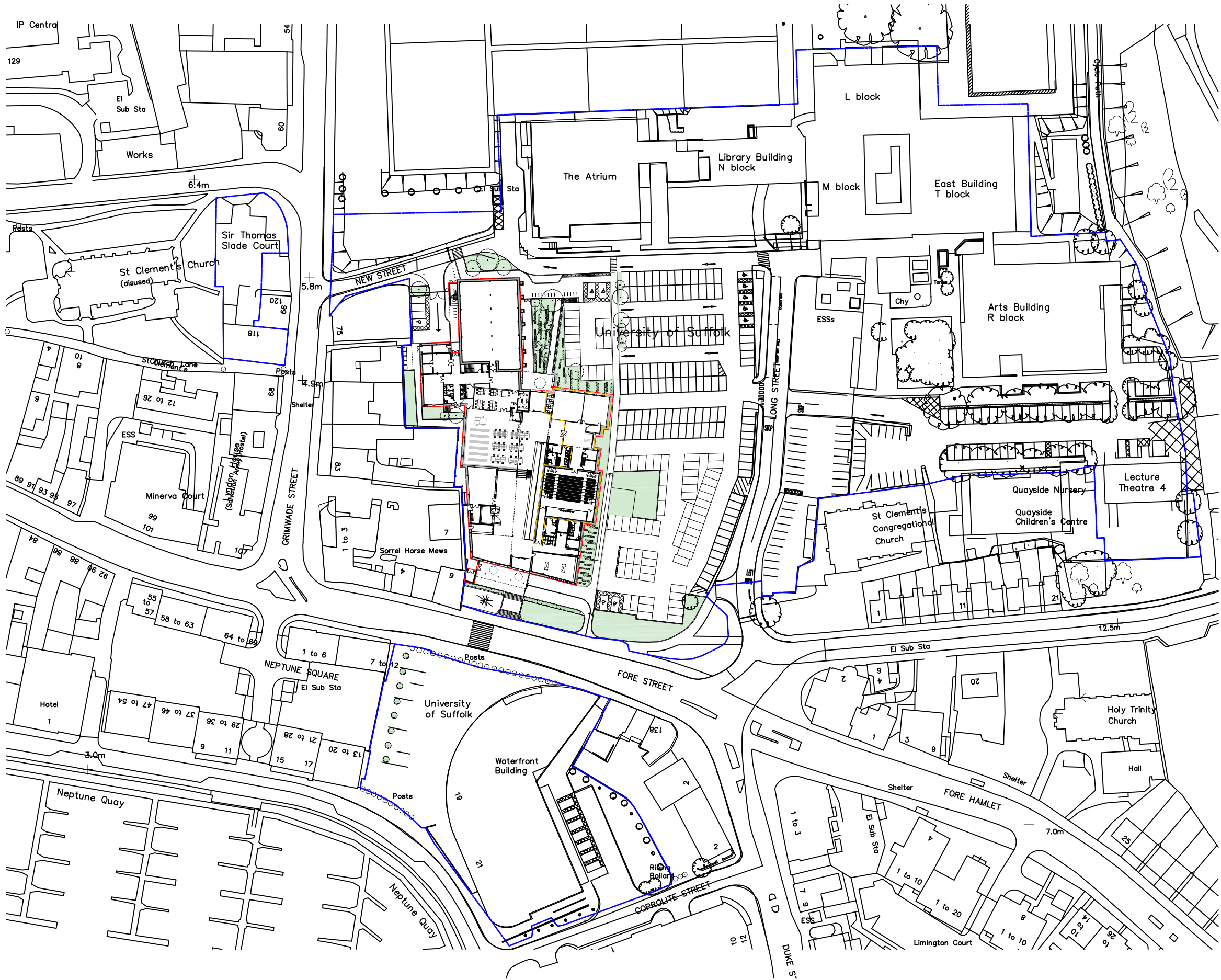
Director's signature

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Director's[/Secretary's] name

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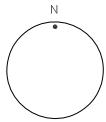
Director's[/Secretary's] signature



NOTES:

LEGEND:

- The Hold
- Campus
- University of Suffolk



FOR INFORMATION

Project Ref: The Hold
Subject: Lease Plan
Drwg No: HLD_1250_A_01
Scale: 1:1250

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Read this drawing in association with all other relevant contract documents and risk assessments
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Scale bar for verification only

Work Package	Tender	Briefing	Construction
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Date	Revision	Description
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