

APPENDIX 1
Draft Lease for Bus Layover Lease

Lease

relating to Bus Layover Facilities at Manor Road, Richmond

- (1) Avanton Richmond Developments Limited
- (2) London Bus Services Limited

Dated

2023

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**Prescribed clauses under Schedule 1A of the
Land Registration Rules 2003**

LR1. Date of lease	
LR2. Title number(s)	<p>LR2.1 Landlord's title number</p> <p>TGL45415</p> <p>LR2.2 Other title numbers</p> <p>None</p>
LR3. Parties to this lease	<p>Landlord: Avanton Richmond Developments Limited (company number 10993331) whose registered office is at Ground Floor Office South, 51 Welbeck Street, London W1G 9HL</p> <p>Tenant: London Bus Services Limited (company number 03914787) whose registered office is at 5 Endeavour Square, London E20 1JN</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>The Premises as defined in clause 1.1.</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>Not applicable.</p> <p><i>LR5.2</i></p> <p>Not applicable.</p>
LR6. Term for which the Property is leased	The term as specified in the definition of Contractual Term in the Lease Particulars.
LR7. Premium	None.
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.

<p>LR9. Rights of acquisition etc</p>	<p><i>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</i></p> <p>None.</p> <p><i>LR9.2 Tenant's covenant to (or offer to) surrender this lease</i></p> <p>None.</p> <p><i>LR9.3 Landlord's contractual rights to acquire this lease</i></p> <p>None.</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None.</p>
<p>LR11. Easements</p>	<p><i>LR11.1 Easements granted by this lease for the benefit of the Property</i></p> <p>No easements are granted or transferred by this Lease other than those expressly set out in clause 3 and for the avoidance of doubt the operation of section 62 and the rule in <i>Wheeldon v Burrows</i> are excluded.</p> <p><i>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</i></p> <p>Contained in clause 4.</p>
<p>LR12. Estate rentcharge burdening the Property</p>	<p>None.</p>
<p>LR13. Application for standard form of restriction</p>	<p>None.</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p>	<p>Not applicable.</p>

Lease Particulars

Date of Lease:

Landlord:

Avanton Richmond Developments Limited (company number 10993331) whose registered office is at Ground Floor Office South, 51 Welbeck Street, London W1G 9HL

Tenant:

London Bus Services Limited (company number 03914787) whose registered office is at 5 Endeavour Square, London E20 1JN

Premises:

the bus standing area at Manor Road Richmond shown edged red on Plan 1

Contractual Term:

150 years from and including the Term Start Date to and including

Term Start Date:

the date of this Lease

Rent Start Date:

the date of this Lease

Permitted Use:

use as a bus stand/bus layover/bus waiting area facility for the parking and/or charging of buses in each case being buses licensed for public use (private buses being prohibited from using the Premises) together with a bus driver mess facility (including storage lockers and toilets)

Tenant Break Date:

any date on or after the date of this Lease

Landlord Break Date:

any date on or after the date of this Lease

It is agreed as follows:

1. **Definitions and interpretation**

1.1 In this Lease, unless the context otherwise requires, the following definitions and those set out in the Lease Particulars shall apply:

"1987 Order" means the Town and Country Planning (Use Classes) Order 1987.

"1995 Act" means the Landlord and Tenant (Covenants) Act 1995.

"Access Costs" means a fair and reasonable proportion (according to user) of the costs and expenses incurred by the Landlord in the repair and maintenance of the Access Road.

"Access Road" means the access road within the Estate shown shaded yellow on Plan 2;

"Authority" means any statutory, public, local or other competent authority or court of competent jurisdiction.

"Base Rate" means the higher of 0% per annum and the base rate of National Westminster Bank Plc (or such other bank as the Landlord may from time to time nominate or if base lending rates cease to be published then a comparable commercial rate determined and specified by the Landlord acting reasonably).

"Business Day" means a day other than a Saturday, Sunday or a public holiday in England.

"CDM Regulations" means the Construction (Design and Management) Regulations 2015.

"Conduits" means all gutters, pipes, ducts, gullies, cables, aerials, mains, channels, subways, wires, sewers, drains, shafts, flues and any other conducting media of whatsoever nature together with all meters and other apparatus used in connection with them.

"Current Guarantor" means someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an authorised guarantee agreement.

"Due Proportion" means such proportion as is conclusively certified by the Landlord or the Landlord's surveyor as representing the due proportion of the relevant expenditure reasonably attributable to the Premises.

"Energy Assessor" means an "energy assessor" as this expression is defined in the Energy Performance of Buildings (England and Wales) Regulations 2012.

"Energy Efficiency Regulations" means the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

"Energy Performance Certificate" means a certificate and Recommendation Report as defined in and required to be provided under the Energy Performance of Buildings (England and Wales) Regulations 2012.

"Environment" means any of the following media wherever situated, namely, air (including air within buildings and within other natural or man-made structures above or below the ground), water and land (including any natural or man-made structures above or below ground) and any human, plant or animal life and all living organisms supported by any of those media.

"Environmental Law" means all Laws relating or pertaining to the Environment, any Hazardous Substance, human health, comfort, safety or the welfare of any other living organism.

"Environmental Performance" means all or any of the following arising from the development, operation or use of the Premises:

- (a) energy consumption;
- (b) water consumption and discharge;
- (c) waste generation and management;
- (d) consumption of other resources; and
- (e) other adverse environmental impacts.

"Environmental Performance Data" means data in respect of Environmental Performance.

"Estate" means the land and buildings known shown edged red on Plan 3 including all landlord's fixtures, fittings, plant, machinery, apparatus and equipment now or after the date of this Lease in or on it and includes all additions, alterations and improvements to it made at any time.

"Group Company" means a member of the same group (within the meaning of section 42(1) of the 1954 Act).

"Guarantor" means the party so named in the Lease Particulars (if any) and includes the person from time to time guaranteeing the obligations of the Tenant under this Lease and includes their respective personal representatives.

"Hazardous Substance" means any natural or artificial substance, preparation (a mixture or solution of 2 or more substances) or biological agent (including, without limitation, radiation or sources of radiation) (whether in the form of a solid, liquid, gas or vapour), the presence, generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to human health, comfort or safety or harm to any other living organism or causing damage to the Environment, or any waste.

"Improvement in Environmental Performance" shall include all or any of the following:

- (a) reduction in or improved efficiency of energy consumption, including selection of alternative sources of energy with a lower environmental impact;
- (b) reduction in generation and/or emission of greenhouse gases;
- (c) reduction in or improved efficiency of water consumption or discharge;
- (d) reduction in waste generation;
- (e) improvement in the rate or efficiency of waste recycling or reuse of resources; and
- (f) reduction of other adverse environmental impacts,

in each case, taking into account any changes in the use or intensity of use of the Premises (and **"Improve the Environmental Performance"** shall be construed accordingly).

"Insolvent" means the occurrence of any of the following in relation to any entity (including any company, other body corporate, partnership, limited partnership or individual) which is the Tenant or the Guarantor:

- (a) the inability to pay or having no reasonable prospect of being able to pay its debts as they fall due;
- (b) its assets are exceeded by its liabilities, taking into account its contingent and prospective liabilities;
- (c) by reason of actual or anticipated financial difficulties, the commencement of negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (d) any action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension or threatened suspension of payments, a moratorium of any indebtedness, bankruptcy, winding-up, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - (ii) a proposal to or composition, compromise, assignment or arrangement with any creditor; or
 - (iii) the appointment of a liquidator (including a provisional liquidator), receiver (including an interim receiver), administrative receiver, administrator, trustee in bankruptcy, supervisor or manager or other similar officer;
- (e) any procedure or step analogous to (d)(i), (ii) or (iii) is taken in any jurisdiction;
- (f) it being struck off the Register of companies or the making of an application for it to be struck off; or
- (g) it ceasing to exist.

"Insured Risks" means (to the extent that cover for such risks is available in the London insurance market at reasonable commercial rates and on reasonable terms) the risks of loss or damage by fire, lightning, storm, flood, earthquake, impact from vehicles, aircraft (other than hostile aircraft), articles dropped from aircraft, riot, civil commotion, malicious damage, explosion, terrorism, bursting or overflowing of water tanks, apparatus or pipes and such other risks against which the Landlord may, in its discretion, decide to insure from time to time.

"Interest" means interest at the Interest Rate (both before and after any judgment) calculated on a daily basis.

"Interest Rate" means 4% per year above Base Rate.

"Landlord" means the party so named in the Lease Particulars and any person from time to time entitled to the immediate reversion to this Lease.

"Landlord's Energy Management Costs" means the costs of the Landlord (including any management costs and expenses and surveyors' fees and all disbursements) incurred in connection with:

- (a) acquiring allowances of any nature and paying all present and future taxes, duties, or assessments of any nature relating to the supply or consumption of energy, or relating to emissions (including any greenhouse gas emissions) associated with that supply or consumption (and whether those emissions are direct or indirect);
- (b) monitoring the supply and consumption of energy and such emissions;
- (c) gathering and processing information relating to the supply and consumption of energy and to such emissions; and

- (d) participating in any statutory scheme relating to the supply and consumption or emissions referred to in (a) above and complying with obligations under it,

and in this definition only "**Landlord**" means the group of undertakings of which the Landlord is a member for the purposes of such allowances or taxes.

"**Laws**" means all law common law or otherwise in force from time to time including treaties, decrees, statute, regulation, bye-laws, directions, judgments, directives, rules, mandatory codes of practice, including any imposed by an Authority.

"**Landlord's Break Notice**" means written notice served by the Landlord specifying the Landlord Break Date pursuant to clause 11.1

"**Lease**" means this lease including any schedule or annexure and all documents supplemental or collateral to it.

"**Liability Period**" means the period starting on completion of this Lease and ending when the Tenant is effectively released from the tenant covenants in this Lease by virtue of the 1995 Act.

"**New Lease**" means a new lease of the Premises on the terms set out in paragraphs 6.2 to 6.3 inclusive of Schedule 1.

"**Permitted Underlease**" means an underlease which:

- (a) is not granted in consideration of any fine, premium or any inducement;
- (b) is granted on the same terms as this Lease and provided that any further underletting is prohibited;
- (c) comprises all the terms of the tenancy entered into between the Tenant and the undertenant; and
- (d) allows enforcement (by re-entry if necessary) of the undertenant's covenants by the Landlord as a third party but excludes the right of any other person not a party to the underlease from enforcing its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

"**Plan 1**" means the plan labelled "plan 1" annexed to this Lease.

"**Plan 2**" means the plan labelled "plan 2" annexed to this Lease.

"**Planning Acts**" means the Town and Country Planning Act 1990 and any other town and country planning or related Law in force from time to time.

"**Premises**" means the premises set out in the Lease Particulars including:

- (a) the buildings and structures which are as at the date of this Lease constructed on the Premises;
- (b) any roadways within the Premises;
- (c) the Conduits at any time within and exclusively serving the Premises and which are owned by the Landlord;
- (d) all landlord's fixtures and fittings in the Premises (but in relation to Conduits, only where falling within (b) above); and
- (e) any additions, alterations and improvements made to the Premises at any time;

(f) the airspace above the Premises,

but excluding:

(h) any tenant's fixtures and fittings at any time in or on the Premises; and

(i) Conduits within but not exclusively serving the Premises or which are not owned by the Landlord.

"Prescribed Clauses" means the prescribed clauses under Schedule 1A of the Land Registration Rules 2003 appearing at the front of this Lease.

"Relevant Event" means any of the following:

(a) disclaimer of the Tenant's liability under the Lease;

(b) surrender of the Lease by the Tenant acting by a liquidator, trustee in bankruptcy, administrator, receiver or receiver and manager or any other similar officer appointed to or over it or in relation to any of its assets or undertakings;

(c) forfeiture of the Lease; and

(d) the Tenant (being a company) ceases to exist (whether or not it is capable of being reconstituted or reinstated).

"Rents" means the Yearly Rent and the other sums reserved by or payable by the Tenant under this Lease.

"Tenant" means the party so named in the Lease Particulars and includes its personal representatives, successors in title and assigns.

"Tenant's AGA" means an authorised guarantee agreement entered into by the Tenant in connection with this Lease.

"Tenant's Break Notice" means a written notice served by the Tenant specifying the Tenant Break Date pursuant to clause 10.1.

"Term" means the Contractual Term together with any continuation or extension of it whether by agreement, statute or otherwise.

"Title Matters" means all rights, easements, reservations, privileges, restrictions, charges, encumbrances, covenants, stipulations, declarations, agreements, liabilities and other matters contained or referred to in the registers of Title Number.

"VAT" means value added tax as provided under the VATA.

"VATA" means Value Added Tax Act 1994 and references to the VATA shall include all statutes, laws, regulations, notices, directions or similar provisions, relating to value added tax and any value added, turnover, sales, purchase or similar tax of the United Kingdom or of any other jurisdiction and references to value added tax or to VAT shall be construed accordingly.

"Yearly Rent" means a peppercorn.

1.2 In this Lease unless the context otherwise requires:

(a) a reference to a statute or statutory provision or other legislation (whether specifically named or not) includes any orders, bye-laws, directions, notices, regulations, instruments and other subordinate legislation made, given or issued under it and any statute or statutory provision or other legislation which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory or other legislative provision comes

into force before or after the date of this Lease except any reference to the 1987 Order which is to that order as in force at the date of this Lease;

- (b) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (c) a reference to:
 - (i) a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
 - (ii) references to clauses and schedules are to clauses of and schedules to this Lease and references to paragraphs are references to paragraphs of the schedule in which they appear;
- (d) the Lease Particulars form part of this Lease but the table of contents and headings are for convenience only and shall not affect the interpretation of this Lease;
- (e) general words shall not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples. The words **"including"** and **"in particular"** (or similar) shall not limit the generality of any preceding words;
- (f) where any liability or obligation is undertaken by two or more persons the liability or obligation of each of them shall be joint and several;
- (g) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others;
- (h) references to the **"Premises"** are to the whole and any part of the Premises from time to time;
- (i) references to the **"Landlord"** are to be construed as extending to any superior landlord and to any mortgagee of the Landlord or any superior landlord (and to the persons authorised by them) where:
 - (i) rights are granted or reserved by the Landlord to enter the Premises;
 - (ii) there are rights, easements, exceptions and reservations in favour of or exercisable by the Landlord;
 - (iii) there is an obligation to obtain the approval or consent of the Landlord;
 - (iv) there is provision for the repayment of any expenses to the Landlord; or
 - (v) there are indemnities in favour of the Landlord;
- (j) references to **"occupier of the Premises"** include anyone on the Premises:
 - (i) deriving title under the Tenant or any undertenant; or
 - (ii) with the express or implied authority of either the Tenant or any undertenant or anyone deriving title under the Tenant or undertenant;
- (k) any covenant by either the Landlord or Tenant not to do or omit to do something includes an obligation not to permit or suffer that act or thing to be done or omitted;

- (l) any consent, approval or release of liability given by the Landlord in connection with this Lease shall be valid only if contained in a formal document executed as a deed by the Landlord and any break notice served under clause 10 or clause 11 may not be given by email or any other electronic means;
- (m) the word **"assignment"** includes equitable assignment and the words **"assign"** and **"assignee"** shall be construed accordingly;
- (n) the expressions **"authorised guarantee agreement"** and **"tenant covenants"** shall be construed in accordance with section 28(1) of the 1995 Act;
- (o) a reference to **"completion of this Lease"** is a reference to completion of this Lease itself and not to the registration of this Lease at the Land Registry;
- (p) it is a condition of any rights of entry reserved to the Landlord (and the rights of entry granted to the Tenant pursuant to clauses 6.2(b)) that the person exercising such rights shall:
 - (i) give not less than 5 Business Days' prior notice to the other (except in case of emergency);
 - (ii) cause as little damage to the property entered and as little interference to either party's use of the property entered as is reasonably practicable in the exercise of such rights;
 - (iii) make good any such damage as soon as reasonably practicable to the reasonable satisfaction of the other; and
 - (iv) where reasonably required by the person so affected, any entry is to be accompanied by a representative of the person so affected;
- (q) references to the **"end of the Term"** are to the end of the Term whether before or at or after the end of the term of years granted by this Lease; and
- (r) references to a numbered plan are to the plan so numbered annexed to this Lease.

2. Demise

2.1 The Landlord demises the Premises to the Tenant for the Term:

- (a) together with the rights set out in clause 3;
- (b) except and reserved as set out in clause 4; and
- (c) subject to the Title Matters.

2.2 The Tenant shall pay the following rents to the Landlord:

- (a) the Yearly Rent (if demanded) in advance on the 1 January in each year of the Term;
- (b) the Access Costs within 28 days following demand;
- (c) any VAT payable by the Tenant from time to time within 28 days following demand; and
- (d) Interest payable by the Tenant under the terms of this Lease within 28 days following demand.

3. **Rights granted**

The right (in common with the Landlord and all others at any time entitled and to the extent of the Landlord's capacity to grant it) for the Tenant and those deriving title through or otherwise authorised by the Tenant:

- 3.1 access to and egress from the Premises at all times on foot and with or without vehicles (including buses) over the Access Road suitable for buses for all purposes connected with the Permitted Use;
- 3.2 subject to the Landlord's prior approval (acting reasonably) to the size and design of such signage, to erect and install signage on the Access Road together with all rights of access to and from such signage to the Premises at all times to inspect, maintain, renew, replace and update such signage as required from time to time subject to the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) and subject always to compliance with clause 1.2(p); and
- 3.3 to connect into and use all Conduits within the Access Road which now serve the Premises or may do so during the Term for so long as such Conduits are not adopted and maintained at public expense.

4. **Exceptions and reservations**

- 4.1 The right for the Landlord and those authorised by the Landlord or otherwise entitled from time to time:

- (a) to use all Conduits passing through the Premises now or at any time during the Term and to enter the Premises to inspect, repair, maintain, alter, renew, replace, upgrade, relocate, make connection with or lay any new Conduits where the same cannot be carried out without such access provided that the Landlord:
 - (i) provides reasonable prior written notice to the Tenant prior to exercising any such rights of access (save in the case of emergencies only in which case no such reasonable prior notice shall be required);
 - (ii) such access is exercised for the shortest time period as is reasonably practicable;
 - (iii) uses reasonable endeavours to cause as little disruption and/or legal nuisance to the operation and use of the Premises for the Permitted Use as is reasonably practicable as a result of this right being exercised;
 - (iv) obtains the Tenant's prior written consent (such consent not to be unreasonably withheld or delayed) as to:
 - (A) the route of any new or relocated Conduits; and
 - (B) prior to laying any such new Conduits within the Premises; and
 - (v) makes good any damage caused to the Premises as a result of the Landlord exercising this right as soon as reasonably practicable and to the Tenant's reasonable satisfaction;
- (b) of entry pursuant to the terms of this Lease subject to compliance with clause 1.2(p);
- (c) subject to compliance with clause 1.2(p) to erect and maintain scaffolding for the purposes of repair and maintenance of any adjoining or neighbouring property of the

Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term) against any part of the Premises;

- (d) to oversail any part of the Premises with a crane which includes (but is not limited to), for the avoidance of doubt, any equipment and materials, for the purposes of developing or carrying out any works to any adjoining or neighbouring property of the Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term) provided that:
 - (i) such oversailing does not adversely affect the Tenant's operation and use of the Premises for the Permitted Use; and
 - (ii) the Landlord obtains the Tenant's prior written consent prior to commencing any such oversailing (such consent to be documented by way of a formal licence on the Tenant's standard terms from time to time).
- 4.2 Full rights of lateral and subjacent support and protection for any contiguous property afforded by the Premises from time to time.
- 4.3 Full rights of light and air and all other easements and rights now or at any time during the Term belonging to or enjoyed by any adjoining or neighbouring property of the Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term).
- 4.4 Full right and liberty at any time after the date of this Lease to raise the height of or make any alterations or additions to or execute any other works to any buildings on, and to erect any new buildings or structures on and otherwise develop any adjoining or neighbouring property of the Landlord (whether owned or held by the Landlord at the date of this Lease or at any time during the Term) in such manner as the Landlord thinks fit notwithstanding any effect on, obstruction of or interference with the amenity of or access to the Premises or the passage of light or air to the Premises.
- 4.5 To install landscaping around the boundary of the Premises in a location agreed with the Tenant (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the Tenant shall not act unreasonably in withholding agreement where the proposed landscaping would render the Premises or any part of them unusable.

5. **Tenant's covenants**

The Tenant covenants with the Landlord throughout the Term:

5.1 **Rent**

To pay to the Landlord the Rents and other sums payable under this Lease without any deduction, set-off (whether legal or equitable), counterclaim or withholding (other than any deduction or withholding of tax as required by law) and (if required) by standing order or credit transfer to the Landlord's bank account.

5.2 **Interest**

Without prejudice to any other right, remedy or power available to the Landlord:

- (a) if the Yearly Rent is not paid on the date when payment is due or if any of the other Rents or other sums payable under this Lease are not paid within 5 Business Days of the date when payment is due, or
- (b) if the Landlord (acting reasonably) does not accept any of the Rents because the Landlord believes that there is a breach of any of the tenant covenants in this Lease

then whether or not such sums have been formally demanded, the Tenant shall pay Interest on such sums from and including the date when payment was due to and including the date of payment or acceptance of payment by the Landlord.

5.3 **Outgoings**

- (a) To pay or indemnify the Landlord against the whole (or where the charges and other sums payable under (i) and (ii) of this clause 5.3(a) relate to other property as well as the Premises, a Due Proportion) of:
 - (i) all existing and future rates (including water rates), taxes, assessments, impositions, duties, charges, and other outgoings whatsoever (whether parliamentary, parochial, local or of any other description and whether or not of a capital or non-recurring nature or of a wholly novel character) which are now or may at any time during the Term be charged levied, assessed or imposed upon, or payable in respect of, the Premises, their use and occupation (including energy consumption) or upon the owner or occupier of them (except for any tax payable by the Landlord occasioned by any disposition or dealing with the reversion of this Lease); and
 - (ii) all charges, costs and expenditure in connection with supplies to and consumption of gas, electricity and other services at the Premises (including any connection and hiring charges and standing charges).
- (b) Not to agree any rateable value for the Premises without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed).
- (c) Not to appeal against any rateable value assessed or imposed in relation to the Premises without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) and if the Landlord appeals against any such rateable value, the Tenant shall promptly give to the Landlord such assistance for the pursuit of such appeal as the Landlord reasonably requests.
- (d) To pay within 28 days following demand to the Landlord a Due Proportion of all sums incurred by the Landlord in repairing, renewing, maintaining, lighting and cleaning all structures and facilities which are used or available for use by the Tenant or the occupier of the Premises in common with the occupier of other property together with all associated professional fees.

5.4 **Repair**

- (a) To keep the Premises in good and substantial repair and condition and when necessary to replace, rebuild and renew any Landlord's fixtures and fittings with new ones of equivalent quality and value to the reasonable satisfaction of the Landlord.
- (b) To keep the road surface, line markings and lighting within the Premises in good and substantial repair and condition and when necessary renew such road surfaces, line markings and replace lighting.
- (c) To clean the Premises (including all drains and gutters) regularly (and at least once a month in the case of windows) and keep them in a clean and tidy condition at all times.
- (d) To keep any parts of the Premises not built upon adequately surfaced, in good condition and free from weeds and any garden or landscaped areas properly cultivated.

5.5 **Alterations**

- (a) Not without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) to erect any new building on the Premises nor to make any alterations or additions to the structure or exterior of the Premises or which affect the external

appearance of the Premises nor (save as may be permitted under clause 5.5(b)) to make any other alterations or additions to the Premises.

- (b) The Tenant shall be entitled to:
 - (i) construct a mess/welfare facility, bus driver toilet and electrical charging points for buses within the Premises; and
 - (ii) install street type lighting within the Premises,

PROVIDED THAT the following provisions of this clause 5.5 are complied with and the prior written consent of the Landlord is obtained to such works and, in the case of works permitted under 5.5(b)(ii) only, the lux levels and hours of operation are agreed with the Landlord in advance (such consent and agreement not to be unreasonably withheld or delayed)

- (c) To supply to the Landlord such drawings and specifications as the Landlord reasonably requires to identify any proposed alterations or additions whether or not requiring the consent of the Landlord and to carry out such alterations or additions only in accordance with such drawings and specifications in a good and workmanlike manner and to the reasonable satisfaction of the Landlord.
- (d) To obtain all necessary consents and approvals for any proposed alterations or additions whether or not requiring the consent of the Landlord and to supply copies to the Landlord.
- (e) To execute a formal licence in respect of any proposed alterations or additions requiring the consent of the Landlord in such form as the Landlord reasonably requires.
- (f) Unless otherwise requested by the Landlord, to reinstate the Premises at the end of the Term and to make good all consequential damage to the reasonable satisfaction of the Landlord.
- (g) To pay within 28 days following demand the Landlord's reasonable costs incurred in connection with this clause 5.5.
- (h) In the case of proposed alterations that fall within clause 5.5(b), the Tenant acknowledges that the Landlord's consent shall be considered reasonably withheld if the Tenant does not provide sufficient information on requesting such consent.

5.6 **Signs**

- (a) Not to exhibit any flashing or illuminated sign or light on the Premises provided that the presence of vehicles and any bus shelter on the Premises in accordance with the Permitted Use shall not be a breach of this provision.
- (b) Not to exhibit any flag, sign, advertising notices or promotional material which is visible from the exterior of the Premises without the Landlord's prior written consent provided that the Tenant shall be permitted to install the usual trade signs and logos of the Tenant in connection with the Permitted Use (including signage providing information for the Tenant's staff and authorised contractors).
- (c) At the end of the Term to remove any sign, poster, notice, advertisement or other item displayed in accordance with this clause and to make good all damage caused to the reasonable satisfaction of the Landlord.

5.7 **Use**

- (a) Not to use the Premises otherwise than for the Permitted Use.

- (b) The Tenant shall (subject to compliance with all applicable Laws and the Tenant obtaining any necessary consents) be permitted to operate the Premises for the Permitted Use 24 hours a day, seven days a week.
- (c) At all times during the Term, to ensure that the Premises are adequately secured when not in use.

5.8 Prohibited user and nuisance

- (a) Not to:
 - (i) use the Premises for any noisy, offensive, dangerous, illegal or immoral purpose nor for residential or sleeping purposes nor for gambling or betting nor for the sale of alcoholic liquor for consumption whether on or off the Premises.
 - (ii) hold on the Premises any political meeting or public show or spectacle nor any sale by auction.
 - (iii) do anything on the Premises (or on any land over which any right granted by this Lease is exercised) which may be or become a nuisance damage or disturbance or obstruction to the Landlord or any owner or occupier of other land.
 - (iv) deposit store exhibit stack or sell any goods materials articles or other objects outside any buildings on the Premises.
 - (v) use the Premises for the boarding or alighting of buses by members of the public; and
 - (vi) not to cause any avoidable obstruction to the Landlord or the owners or occupiers of any neighbouring property.

5.9 Overloading and damage

Not to overload the Premises or damage, overload or obstruct any Conduits or any plant and machinery serving the Premises.

5.10 Refuse and Hazardous Substances

- (a) To comply with all applicable requirements of competent authorities relating to the collection of refuse from the Premises.
- (b) Not to burn any rubbish on the Premises and not to deposit any rubbish on the Premises other than in proper receptacles.
- (c) To ensure that rubbish or refuse receptacles on the Premises are regularly emptied and to comply with the requirements of the Landlord and any requirements of any competent authorities for the disposal of rubbish or refuse.
- (d) Not to cause or permit any Hazardous Substance to be in on or under or to escape from the Premises and if the Tenant becomes aware of any such Hazardous Substance in on under or escaping from the Premises to give immediate written notice of it to the Landlord and to remove or remediate it in compliance with the requirements of the Landlord or any competent authority.
- (e) Not to permit the drains to be obstructed by oil grease or other deleterious matter.

5.11 Dealings with this Lease

- (a) Unless otherwise permitted by this Lease not to:

- (i) hold the whole or any part of the Premises on trust for another person; or
- (ii) part with or share possession or occupation of the whole or any part of the Premises.

5.12 Assignment

- (a) Not to assign or agree to assign part only of the Premises.
- (b) Not to assign the whole of the Premises without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed).
- (c) Without prejudice to any other grounds on which the Landlord may lawfully withhold consent to any assignment or to any other conditions which it may lawfully impose the Landlord is entitled:
 - (i) to withhold consent in any of the circumstances set out in clause 5.12(d); and/or
 - (ii) to impose all or any of the conditions set out in clause 5.12(e).
- (d) For the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may withhold its consent to an assignment of the whole of the Premises where any one or more of the following circumstances apply:
 - (i) there is an outstanding material breach of covenant by the assigning Tenant;
 - (ii) the proposed assignee is a Current Guarantor;
 - (iii) the proposed assignee is not ordinarily resident within the United Kingdom or (where the proposed assignee is a company or corporation) it is not incorporated in the United Kingdom unless it is a company and maintains a place of business in the United Kingdom and agrees to be bound by the jurisdiction of the courts of England and Wales;
 - (iv) the proposed assignee can claim diplomatic or sovereign immunity and it is not a body, department or agency of the United Kingdom Government; and/or
 - (v) the assigning Tenant fails to provide to the Landlord such information and references relating to the proposed assignee or proposed guarantor as the Landlord reasonably requires.
- (e) For the purposes of section 19(1A) of the Landlord and Tenant Act 1927 any consent given by the Landlord to any proposed assignment may be subject to any or all of the following conditions:
 - (i) that before completion of the instrument of the assignment the assigning Tenant and the proposed assignee enter into a formal licence by deed under which the Landlord grants its consent to the assignment in such form as the Landlord reasonably requires;
 - (ii) that if reasonably required by the Landlord, no later than completion of the licence referred to in clause 5.12(e)(i) a third party (or third parties) acceptable to the Landlord enter(s) into a guarantee of the obligations of the proposed assignee under this Lease and the licence referred to in clause 5.12(e)(i) in the form of the Guarantor's covenants set out in Schedule 1 with such modifications as the Landlord may reasonably require.
- (f) If at any time before the assignment any of the circumstances set out in clause 5.12(d) exist, the Landlord may revoke its consent to the assignment by notice to the Tenant.

- (g) Clauses 5.12(d) and 5.12(e) shall not limit the Landlord's right to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition.

5.13 **Underletting**

- (a) Not to underlet the whole or any part of the Premises unless:
 - (i) the undertenant first covenants with the Landlord by deed to comply with the obligations on the Tenant contained in this Lease, other than as to the payment of any Yearly Rent or other sums reserved as rent by this Lease and to comply with the obligations on the undertenant in the underlease (and any document supplemental or collateral to it) throughout the term of the underlease including (where applicable) any continuation of it or if sooner until the undertenant is released by virtue of the 1995 Act;
 - (ii) the underlease is a Permitted Underlease;
 - (iii) if the Landlord reasonably so requires, a guarantor or guarantors acceptable to the Landlord first guarantees or guarantee by deed the undertenant's obligations in the form set out in Schedule 1 (but omitting the provisions relating to disclaimer of the underlease and otherwise amended to extend only to the obligations of the undertenant with such modifications as the Landlord may reasonably require); and
 - (iv) before the earlier of the undertenant entering into the underlease and the undertenant becoming contractually bound to do so, sections 24 to 28 (inclusive) of the 1954 Act are lawfully excluded from the underlease by way of warning notice and statutory declaration and the Tenant has supplied the Landlord with a certified copy of eachand (subject to the above) the Landlord has consented to such underletting (which consent shall not be unreasonably withheld or delayed).
- (b) To enforce and not to vary or waive any of the terms of any underlease.
- (c) To produce to the Landlord as soon as reasonably practicable following demand full details of any underlettings or occupations affecting the Premises and copies of any documents relating to such interests.
- (d) Not to underlet for a term which will expire by effluxion of time later than 3 clear days before the date the contractual term granted by this Lease will expire by effluxion of time.

5.14 **Group Companies**

The Tenant shall be entitled to share possession or occupation of the Premises, underlet the whole or any part of the Premises and/or assign the whole of the Premises without the prior written consent of the Landlord where such sharing, underletting or assignment is to any of:

- (i) a Transport for London Group Company;
- (i) an entity carrying on the business of running a bus service or managing the same on behalf of Transport for London (or its statutory successor); or
- (ii) a statutory successor to Transport for London or a Group Company of such statutory successor.

5.15 **Charging**

- (a) Not to charge the whole of the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.
- (b) Not to charge part of the Premises.

5.16 Registration

Within 20 Business Days of any assignment, underlease, charge or any other dealing affecting this Lease or any interest deriving title under it to produce to the Landlord's solicitors a certified copy of the relevant document and to pay such reasonable registration fee as the Landlord's solicitors may require.

5.17 Access Road

Not to block up, obstruct (either wholly or partially), allow any parking upon or otherwise interfere with, the Access Road.

5.18 Encroachments

- (a) Not to block up or obstruct (either wholly or partially) any window, opening, access way, Conduits or any other facility enjoyed by the Premises nor to give any acknowledgement that any such facility is enjoyed by the consent of any other person.
- (b) Not to permit any encroachment upon or any easement to be created over or in respect of the Premises in favour of a third party.
- (c) Immediately upon becoming aware of any such encroachment or easement being created or threatened to give written notice to the Landlord and at the Tenant's expense to take all reasonable measures required by the Landlord to prevent or terminate such encroachment or easement.

5.19 Planning and environmental

- (a) To comply in all respects with the Planning Acts and with all requirements of Environmental Law.
- (b) Not to make any application under the Planning Acts (whether for planning permission or otherwise) in relation to the Premises without the prior written consent of the Landlord (which shall not be unreasonably withheld or delayed where the Landlord's consent or approval is also obtained under this Lease for a permitted alteration, a sign or a change in the Permitted Use).
- (c) Not to implement any planning permission if the Landlord makes reasonable and proper objections to any of the conditions subject to which it has been granted.
- (d) Not to approve any details or matters pursuant to a planning permission (whether existing as at the date of this lease or obtained during the Term) which relate to matters which could affect the delivery, occupation or use of the Landlord's adjoining or neighbouring property without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).
- (e) Where it is a condition of (or a planning obligation associated with) any planning permission that any works be carried out, to carry out such works prior to the end of the Term if the relevant planning permission is implemented.
- (f) Forthwith upon receipt to supply copies to the Landlord of all applications, notices, decisions and other formal communications relating to the Premises or served on the Tenant or any undertenant at the Premises and at the Tenant's expense to take such action as the Landlord may require in respect of such communication.

- (g) Not to enter into any agreement or obligation or serve any purchase notice under the Planning Acts without the prior written consent of the Landlord.
- (h) If the Tenant receives any compensation because of any restriction placed on the use of the Premises under the Planning Acts to pay to the Landlord a fair proportion of such compensation at the end of the Term otherwise than by expiration of the Term by effluxion of time.
- (i) Not without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed) to make any application under Environmental Law in relation to the Premises or any activity carried on there or any use of them.
- (j) Not to use any part of the Premises in any way or for any purpose which may be or become a breach of Environmental Law.
- (k) Save as permitted under clause 5.19(l), not to take any action which may invalidate any Energy Performance Certificate which may be in existence from time to time for the benefit of the Premises.
- (l) Not without the Landlord's prior written consent (which shall not be unreasonably withheld or delayed where the Tenant has a statutory duty to obtain an Energy Performance Certificate) to commission any Energy Performance Certificate in relation to or for the benefit of the Premises.
- (m) Where the Tenant has a statutory duty to obtain an Energy Performance Certificate, to notify the Landlord promptly of such requirement and at the Landlord's option, either:
 - (i) to obtain an Energy Performance Certificate using an Energy Assessor approved in advance by the Landlord; or
 - (ii) to pay or (as appropriate) reimburse the Landlord the full cost of obtaining a new Energy Performance Certificate for the Premises,
 and if the Tenant obtains an Energy Performance Certificate in relation to or for the benefit of the Premises, to provide full details to the Landlord (including but not limited to the unique reference number attributable to it).
- (n) Upon request from the Landlord to provide to the Landlord such information as the Landlord may reasonably request to enable an Energy Performance Certificate to be produced in relation to the Premises.

5.20 **Laws**

- (a) To observe and comply with all Laws affecting the Premises, their use and occupation, and the health and safety of persons working at or visiting the Premises, whether the Laws require the owner, landlord, tenant or occupier to comply.
- (b) Where any Law requires the carrying out of works to the Premises:
 - (i) to carry out those works in accordance with the terms of this Lease; and
 - (ii) to carry out those works with good quality materials in a good and workmanlike manner and to the reasonable satisfaction of the Landlord.
- (c) Not to do or omit to do anything by reason of which the Landlord may become liable by way of penalty, damages, compensation or otherwise.
- (d) Immediately on receipt of any notice of any requirements of any Law from an Authority or of any formal notice from any third party relating to the Premises or any occupier of them, or to the Landlord's interest in them to produce a copy of that notice to the

Landlord and to make such representation or objections in relation to it as the Landlord may require.

- (e) To give written notice to the Landlord of any defect in the Premises which might render the Landlord liable whether under the Defective Premises Act 1972 or this Lease or otherwise immediately upon becoming aware of such defect.
- (f) To supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- (g) To comply with all regulations and requirements of the suppliers of utilities to the Premises.
- (h) To give the Landlord both verbal and written notice of any matter affecting the Premises where emergency action is or may be needed.

5.21 **Rights of entry**

To permit the Landlord and anyone authorised by it to enter the Premises at all reasonable times with any machinery, tools and equipment subject to compliance at all times with the entry requirements at clause 1.2(p) of this Lease and subject further to obtaining the Tenant's prior consent for any works:

- (a) to exercise any of the rights excepted and reserved out of this Lease;
- (b) to inspect the Premises including but not limited to carrying out tests and investigations (whether or not intrusive);
- (c) to carry out any relevant works or take any relevant steps pursuant to the Landlord's rights relating to the use of the Premises and Laws;
- (d) to take inventories or schedules;
- (e) to inspect or carry out works of repair, maintenance, construction, alteration or otherwise to any part of any adjoining or neighbouring property;
- (f) to affix to any suitable parts of the Premises notices relating to the disposal or acquisition of any reversionary interest or (but only during the last 6 months immediately prior to the end of the Term) the re-letting of the Premises;
- (g) in exercise of a right or to comply with an obligation of repair, maintenance or renewal under this Lease;
- (h) to carry out and inspect works to the Premises;
- (i) to review, monitor, audit or improve the efficiency of the consumption or use of resources involved in the development, use and/or operation of the Premises or the Environmental Performance including to carry out any works to achieve and maintain the "minimum level of energy efficiency" required for "non-domestic PR property" as both expressions are defined in the Energy Efficiency Regulations, to install and operate equipment to measure the consumption of energy, water or other resources and to install heat cost allocators under the Heat Network (Metering and Billing) Regulations 2014;
- (j) to test air conditioning systems, and/or to carry out sustainability assessments; or
- (k) to comply with any obligation to any third party having legal rights over the Premises

5.22 **Comply with notices to repair**

- (a) To carry out all works necessary to remedy any breach of covenant of which the Landlord has given written notice to the Tenant within 2 months (or sooner if necessary) after receipt of notice.
- (b) If the Tenant fails to comply with a notice given under clause 5.22(a) to the Landlord's reasonable satisfaction, the Landlord may (without prejudice to the Landlord's right of re-entry contained in this Lease) enter the Premises to carry out such works, and the Tenant shall pay to the Landlord within 28 days following demand all costs and expenses incurred by the Landlord in carrying out such works, such entry to be subject always to compliance with the Landlord's entry obligations within this Lease.

5.23 **Costs**

To pay the Landlord on all reasonably incurred costs and expenses (including bailiffs' and professional fees) incurred by the Landlord (both during and after the end of the Term):

- (a) incidental to or in proper contemplation of the preparation and service of:
 - (i) a notice under section 146 or 147 of the Law of Property Act 1925 or pursuant to a provision in this Lease and proceedings pursuant to such notices even if forfeiture is avoided otherwise than by relief granted by the Court; or
 - (ii) a schedule of dilapidations (including any documents supporting the Landlord's claim and valuation served in accordance with a relevant pre-action protocol) during or after the end of the Term;
- (b) in the recovery or attempted recovery of arrears of Rents or other sums due under this Lease from the Tenant or in the enforcement of any of the Tenant's covenants under this Lease;
- (c) dealing with any liquidator, administrative receiver, administrator, receiver or manager, supervisor or trustee in bankruptcy of the Tenant; and
- (d) in connection with any application for the consent of the Landlord whether or not granted (unless the consent is unlawfully refused or is granted but subject to unlawful conditions) and in the case of this clause 5.23(d) alone any such costs and expenses shall be reasonable and proper in amount and shall be reasonably and properly incurred.

5.24 **Indemnity**

To indemnify and keep indemnified the Landlord against all actions, claims, demands, reasonably incurred costs, damages, expenses, charges and liability whatsoever arising out of or in connection with:

- (a) the state of repair or condition of the Premises;
- (b) the breach of any obligation on the part of the Tenant under the terms of this Lease;
- (c) the act, omission, default or negligence of the Tenant, any undertenant or occupier of the Premises or any of their respective agents, licensees, visitors or contractors or any person under the control of any of them; or
- (d) the use and occupation of the Premises.

5.25 **Yielding up**

- (a) At the end of the Term:

- (i) unless otherwise requested by the Landlord to reinstate the Premises to the reasonable satisfaction of the Landlord to their condition prior to any alteration or addition made during the Term or prior to it under any previous rights of occupation and/or agreement to grant the Term or under any previous lease where this Lease is a renewal of it by agreement or by an order of the Court pursuant to the 1954 Act;
 - (ii) unless otherwise requested by the Landlord to remove all signs, tenant's fixtures and fittings and loose items from the Premises making good any damage caused by such removal to the reasonable satisfaction of the Landlord;
 - (iii) to hand over any health and safety file required to be compiled under the CDM Regulations;
 - (iv) to yield up the Premises to the Landlord with vacant possession in a state and condition consistent with the performance and observance of the Tenant's covenants and obligations under this Lease; and
 - (v) to apply to the Land Registry to remove any entry relating to this Lease or rights appurtenant to it from the Landlord's registered title and within 10 Business Days to deliver to the Landlord a copy of the application.
- (b) if the Tenant fails to comply with the provisions of clause 5.25(a), to pay to the Landlord the cost to the Landlord of remedying the breach together with a sum equal to the Rents payable under this Lease immediately prior to the end of the Term in respect of a reasonable period to remedy the breach.

5.26 **Taxation**

- (a) To pay VAT on any sums payable or supplies made under this Lease on the basis that all consideration under this Lease is exclusive of VAT (if any) and that such VAT shall be deemed to fall due on the date the relevant sum is payable or the supply is made (but that the Tenant shall be liable to pay such VAT at any time on or after such date irrespective of whether a demand for the same is made before or after such date).
- (b) To pay the Landlord within 28 days following demand any VAT payable on all sums reimbursed to the Landlord under this Lease save to the extent that the Landlord is able to recover such sums as input tax.
- (c) Not to do or omit to do anything in relation to the Premises which would or might render the Landlord liable for any tax or fiscal charge whatsoever.
- (d) To provide to the Landlord as soon as may reasonably be practicable such information and evidence as the Landlord may reasonably require to determine any matter relating to VAT in relation to this Lease and to notify the Landlord as and when they occur of changes which render that information and evidence incorrect or likely to be incorrect and references to the Landlord or the Tenant shall include references to the representative member of any VAT group to which they are party if applicable.
- (e) For the purposes of VAT in respect of any supplies of goods or services made by the Landlord under this Lease, and for so long as the Landlord has exercised the option to tax, not to use or permit the use of the Premises or act in a manner as would cause the option to tax not to have effect or to cause a supply not to be a taxable supply.

5.27 **Landlord's regulations**

To observe and perform or cause to be observed and performed the rules and regulations made from time to time by the Landlord for the orderly and proper use and security of the Premises and/or for the Improvement in Environmental Performance.

5.28 **Registration of Lease**

- (a) If this Lease is subject to registration at the Land Registry to procure that the Tenant is registered as proprietor of this Lease at the Land Registry as soon as reasonably practicable and within 10 Business Days of registration deliver to the Landlord official copies of the registered title evidencing that the Tenant is the registered proprietor.
- (b) If any right appurtenant to this Lease is subject to registration at the Land Registry to procure that it is registered at the Land Registry as soon as reasonably practicable and within 10 Business Days of registration deliver to the Landlord official copies of the registered title(s) affected.

5.29 **Title Matters**

To observe and perform the Title Matters as at the date of this Lease so far as they are subsisting and apply to the Premises.

5.30 **Replacement Guarantor and supplemental documents**

- (a) If a Guarantor becomes Insolvent or dies or has a receiver appointed under the Mental Health Act 1983, the Tenant shall (if the Landlord so requires):
 - (i) provide a new guarantor of a standing acceptable to the Landlord in place of the outgoing guarantor;
 - (ii) procure that the new guarantor enters into a deed in the terms of the covenants contained in Schedule 1 with such modifications as the Landlord may reasonably require; and
 - (iii) pay to the Landlord on demand the Landlord's reasonable and proper legal costs in connection with such deed.
- (b) The Tenant shall procure that the Guarantor joins in and gives its consent to the terms of any licence, consent, variation or other document that may be entered into by the Tenant in connection with this Lease including any Tenant's AGA.

5.31 **Insurance**

- (a) To maintain insurance in respect of the Premises with a reputable insurer (subject to such excesses, conditions and limitations as the insurers may require or the Tenant may negotiate) in accordance with the Tenant's usual insurance strategy from time to time but including at all times insurance against public liability, employer's liability and liability under the Defective Premises Act 1972.
- (b) The Tenant shall, on each anniversary of the date of this Lease, provide the Landlord with a copy of the Tenant's on-risk insurance policy which shall include the employer's liability and public liability insurance policies.
- (c) If the Premises are destroyed or damaged by any of the Insured Risks:
 - (i) to such an extent that in the Tenant's opinion it is impracticable or uneconomical to reinstate them; or
 - (ii) the Tenant has not commenced rebuilding or reinstating the Premises within two (2) years of damage or destruction for any reason beyond the reasonable control of the Tenant,

then either the Landlord or the Tenant may terminate this Lease with immediate effect by giving to the other notice to that effect, in the case of clause 5.31(c)(i), within 12

months of such damage or destruction or, in the case of clause 5.31(c)(ii), after expiry of the period of two (2) years.

- (d) Any termination of this Lease under this clause 5.31 is without prejudice to any claim in respect of any antecedent breach of the obligations under this Lease.

6. **Landlord's covenants**

The Landlord covenants with the Tenant as follows:

6.1 **Quiet enjoyment**

The Tenant may peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

6.2 **Repair**

- (a) The Landlord shall at its own cost repair and maintain all landscaping within the Landlord's adjoining and neighbouring property (including but not limited to hedges, grassed area and trees) such repair and maintenance to be carried out in accordance with the principles of good estate management and shall not at any time reasonably impede or interfere with the continuous operation of the Premises by the Tenant and the use of the Access Road.
- (b) If the Landlord fails to comply with its obligations under clause 6.2(a) and/or 6.3(a) to the Tenant's reasonable satisfaction, the Tenant may enter the Landlord's adjoining or neighbouring property and the Access Road to carry out such repair or maintenance works subject always in compliance with clause 1.2(p), and the Landlord shall pay to the Tenant on demand as a debt all costs and expenses reasonably and properly incurred by the Tenant in carrying out such works.

6.3 **Access Road**

Subject to payment of the Access Costs, the Landlord shall use all reasonable endeavours to clean, repair or replace (where beyond economic repair) the Access Road. The Landlord is not liable to the Tenant in respect of any failure to clean, repair or replace the Access Road by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials or labour or any other cause beyond the control of the Landlord.

7. **Forfeiture**

7.1 The Landlord may terminate this Lease by re-entering the Premises (or a part of them in the name of the whole) itself or by an authorised agent at any time if:

- (a) the Rents or any part of them are unpaid within 28 days of being demanded; or
- (b) the Tenant does not observe or perform any of the Tenant's obligations under this Lease; or
- (c) the Tenant being a company effects a return or a reduction of capital; or
- (d) a creditor or encumbrancer of the Tenant attaches or takes possession of, or an execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Tenant's goods or assets; or
- (e) the Tenant or any Guarantor becomes Insolvent.

7.2 Re-entry in exercise of the right in clause 7.1 does not affect any other right or remedy of the Landlord for breach of covenant by the Tenant occurring before the termination of this Lease (including any breach in respect of which re-entry is made).

8. **Miscellaneous provisions**

8.1 ***Illegal parking***

- (a) The Tenant shall be entitled to take all action permitted by law against members of the public, including residents of the Estate, who park illegally or without the permission of the Tenant, within the Premises.
- (b) The Landlord shall, at its own cost, take reasonable measures to prevent illegal parking on the Premises but shall not be liable to the Tenant for any illegal parking or any costs, expenses, actions, damages or liabilities that arise as a result of any illegal parking on the Premises or as a result of any action taken by the Tenant pursuant to clause 9.1(a).

8.2 ***Co-operation***

- (a) In the event that either the Landlord or the Tenant receive complaints from any tenants or owners of residential dwellings constructed within the Estate during the Term, the parties shall work together in good faith to resolve the complaint and take reasonable steps to address the cause of the complaint;
- (b) The reasonable and proper cost of such resolution shall be borne by the Landlord PROVIDED THAT where such costs arise out of the negligent or reckless behaviour of the Tenant each party shall bear their own costs; and
- (c) The Landlord shall use reasonable endeavours to procure that any leases of residential dwellings constructed within the Estate during the Term shall include an acknowledgement that there is an operational bus layover in proximity of the relevant residential dwelling and that a degree of disturbance is possible PROVIDED THAT where it has not been possible to procure agreement of such terms within any such leases despite the Landlord using reasonable endeavours to do so, the Landlord shall ensure that on the occasion of the grant of any such lease of a residential dwelling the Landlord provides notice to the relevant tenant (to the extent that it has not already done so formally during the lease negotiations) that parts of the Estate in proximity to the relevant residential dwelling are utilised by the Tenant as a bus stand and driver welfare facility and that a degree of disturbance is possible.

8.3 ***Other property***

- (a) The Tenant is not entitled to, and the Premises do not enjoy, any right, easement or privilege which might limit or prejudice the unrestricted use of any other property for any purpose whatsoever.
- (b) No rights are granted by this Lease other than those expressly set out in clause 3 and for the avoidance of doubt the operation of section 62 of the Law of Property Act 1925 is excluded from this Lease.
- (c) The Tenant has no benefit of and no right to control the enforcement or the proposed release or modification of any covenants, obligations or any other matter relating to any other property.

8.4 ***Conduits and party walls***

- (a) The Landlord may from time to time change the location area or arrangements for use by the Tenant of the Conduits so long as there remain available for the benefit of the Premises rights reasonably commensurate with those granted by this Lease.

- (b) The Landlord may temporarily suspend the rights granted for the benefit of the Tenant in this Lease where necessary to enable essential repair or maintenance work to be carried out provided that the Landlord may not at any time impede access to the Premises other than in case of emergency when disruption to such as access is unavoidable.
- (c) Any wall separating the Premises from any adjoining property is a party wall and repairable as such.

8.5 **Compensation**

The Tenant is not entitled to claim any compensation from the Landlord whether on vacating the Premises or otherwise unless and to the extent that any statutory right to compensation precludes the operation of this clause.

8.6 **Liability**

- (a) To the extent permitted by law the Landlord is not liable:
 - (i) to the Tenant or any occupier of the Premises for any accident, injury, damage or loss however arising; or
 - (ii) to the Tenant for any failure to perform any of its obligations under this Lease unless and until the Tenant has notified the Landlord in writing of the facts constituting such default and the Landlord has failed to remedy the default within a reasonable time.
- (b) To the extent that the obligations on the Landlord contained or implied in this Lease relate to any time after a person has parted with the whole of its interest in the reversion immediately expectant on the end of the Term, they shall not be binding on or enforceable against that person after that person has parted with the whole of its interest in the reversion.

8.7 **No warranty**

No warranty is given by the Landlord that the Premises can lawfully be used for any purpose authorised by this Lease or otherwise.

8.8 **Abandoned goods**

In addition to any other remedy available to the Landlord if any fixtures, furniture or other items are left in the Premises at the end of the Term and the Tenant does not remove them within 3 Business Days of being requested to do so then the Landlord may (without any obligation as trustee or bailee) sell such property as agent of the Tenant and hold the sale proceeds after deduction of the proper costs of removal, storage and sale on trust for the Tenant.

9. **Landlord and Tenant (Covenants) Act 1995**

- 9.1 The clauses of this Lease shall only take effect insofar as they do not contravene the provisions of the 1995 Act.
- 9.2 Insofar as any provisions of this Lease contravene the provisions of the 1995 Act the relevant provisions (or if applicable, the relevant parts of them) are deemed to be deleted so far as necessary to ensure such compliance.
- 9.3 Any such deemed deletion does not affect the remaining provisions of this Lease.

10. Tenant's break option

- 10.1 The Tenant may terminate this Lease on any Tenant Break Date by giving to the Landlord not less than 12 months' prior written notice provided that the following pre-conditions are satisfied:
- (a) on the relevant Tenant Break Date, the Tenant has paid any sum properly payable by the Tenant to the Landlord pursuant to this Lease that has been demanded in writing not less than 28 days prior to the relevant Tenant Break Date (to the extent that such sum is not subject to a bona fide dispute); and
 - (b) on the relevant Tenant Break Date, the whole of the Premises are given back to the Landlord free of the Tenant's occupation and without any continuing underleases or rights of occupation.
- 10.2 The Landlord may waive any of the pre-conditions referred to in clause 10.1 at any time before the relevant Tenant Break Date by notifying the Tenant to that effect.
- 10.3 Termination of this Lease under this clause 10 shall not affect the rights of any party in respect of any prior breach of an obligation in this Lease.
- 10.4 Time is of the essence for the purposes of this clause 10.
- 10.5 If this lease terminates in accordance with this clause 10 then within 20 Business Days of the relevant Tenant Break Date the Landlord shall refund to the Tenant the proportion of the Access Costs together with any VAT paid in advance attributable when apportioned pro-rata on a daily basis to any period after the relevant Tenant Break Date.

11. Landlord's break option

- 11.1 The Landlord may terminate this Lease on any Landlord Break Date by giving to the Tenant not less than 12 months' prior written notice provided that one or other of the following pre-conditions are satisfied:
- (a) The Landlord has received written notice from the Tenant which confirms that the Tenant no longer wishes to use the Premises for the Permitted Use; or
 - (b) The Tenant has not used the Premises for the Permitted Use for a continuous period of not less than 12 months.
- 11.2 Termination of this Lease under this clause 11 shall not affect the rights of any party in respect of any prior breach of an obligation in this Lease.
- 11.3 Time is of the essence for the purposes of this clause 11.
- 11.4 If this lease terminates in accordance with this clause 11 then within 20 Business Days of the Landlord Break Date the Landlord shall refund to the Tenant the proportion of the Access Costs paid in advance attributable when apportioned pro-rata on a daily basis to any period after the Landlord Break Date.

12. Notices

- 12.1 Any notice sent to a party under this Lease must be in writing.
- 12.2 Any notice or document sent to a party under this Lease shall be validly given if it is sent by hand (including by commercial courier) or by pre-paid registered or recorded post addressed to the relevant party at:
- (a) the address of the relevant party as set out on page 1 or as otherwise notified in writing to the other party from time to time on at least 5 Business Days' notice; or

- (b) the relevant party's registered office in the United Kingdom or (if the relevant party does not have a registered office in the United Kingdom), to that party's last known place of business in the United Kingdom; or
 - (c) in the case of the Tenant, the Premises.
- 12.3 A notice or document sent in accordance with clauses 12.1 and 12.2 is deemed to have been given:
 - (a) at the time of delivery if delivered by hand provided that if the delivery does not take place on a Business Day or takes place after 17:00, the notice shall be deemed to have been given at 09:00 on the next Business Day; or
 - (b) at 09:00 on the second Business Day after posting, if posted.
- 12.4 Where more than one copy of a notice or a document is sent to the same party by different means, the earliest time at which such notice or document is given or deemed to have been given shall apply.
- 12.5 If the Tenant consists of more than one person then a notice to one of them is notice to all.
- 12.6 This clause shall not apply to the service of any proceedings or to the service of any other documents in any legal action.
- 13. **Exclusion of third party rights**

Unless expressly provided in this Lease, no express term of this Lease or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 14. **Governing law and jurisdiction**
 - 14.1 This Lease and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
 - 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Lease, its subject matter or formation unless any such dispute or claim is dealt with pursuant to clause 14.1.

In witness this Lease has been executed and delivered as a deed on the date appearing at the head of the Prescribed Clauses.

Schedule 1 | Guarantor covenants

1. Guarantee and indemnity and obligation to take New Lease

1.1 The Guarantor guarantees to the Landlord:

- (a) that throughout the Liability Period the Tenant shall duly and punctually pay the Rents and other sums payable under this Lease and any interim rent determined under the 1954 Act and observe and perform the tenant covenants in this Lease and if the Tenant defaults, the Guarantor shall on demand pay or observe and perform them as if it were principal obligor; and
- (b) that at all times when the Tenant is bound by a Tenant's AGA, the Tenant shall duly and punctually observe and perform its obligations under the Tenant's AGA and if the Tenant defaults, the Guarantor shall on demand observe and perform them (including any obligation to enter into a new lease of the Premises) as if it were principal obligor.

1.2 As a separate and independent obligation, the Guarantor covenants with the Landlord to indemnify and keep indemnified the Landlord against all losses, actions, claims, demands, costs, damages, expenses, charges and liability whatsoever incurred by the Landlord arising out of or in connection with any failure by the Tenant to:

- (c) pay any of the Rents or other sums payable under this Lease including any interim rent determined under the 1954 Act or to observe and perform any of the tenant covenants in this Lease during the Liability Period; or
- (d) observe and perform its obligations under the Tenant's AGA;

1.3 The Guarantor further covenants with the Landlord:

- (a) at the request of the Landlord to join in and give its consent to the terms of any licence, consent, variation or other document that may be entered into by the Tenant in connection with this Lease including any Tenant's AGA; and
- (b) if the Tenant enters into a Tenant's AGA, to give a guarantee of that Tenant's AGA to the Landlord, such guarantee to be by deed, to take effect no later than that Tenant's AGA and to incorporate the provisions of this Schedule with such modifications as the Landlord may reasonably require.

1.4 Except to the extent that the liability of the Guarantor is affected by section 18 of the 1995 Act, the Guarantor's liability under this Lease shall apply to:

- (a) the Rents as varied and any interim rent determined under the 1954 Act; and
- (b) the tenant covenants in this Lease as varied.

2. Guarantor's liability

2.1 The liability of the Guarantor under this Schedule shall not be released or diminished by:

- (a) any time, concession or indulgence given by the Landlord to the Tenant;
- (b) any neglect, delay or forbearance of the Landlord in enforcing the Tenant's obligations under this Lease or in enforcing the obligations of any party under a Tenant's AGA;
- (c) any refusal by the Landlord at any time to accept any Rents or other payment due under this Lease (whoever it is tendered by or on behalf of) or any failure to demand such payment following the breach of any obligation where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises;

- (d) the Landlord exercising any right or remedy against the Tenant for any breach of the Tenant's obligations under this Lease;
- (e) the Landlord taking any action or refraining from taking any action in connection with any security held by the Landlord in respect of the Tenant's obligations under this Lease (including the release of any such security);
- (f) any legal limitation, death, incapacity, disability or change in the constitution or status of any party to this Lease;
- (g) any invalidity, illegality or irregularity of any of the Tenant's obligations under this Lease (or any Tenant's obligations under a Tenant's AGA) or the unenforceability of any of them for any reason against the Tenant;
- (h) any amalgamation or merger by any party to this Lease with any other person, any restructuring or the acquisition of the whole or any part of the assets or undertaking of any party to this Lease by any other person;
- (i) any party to this Lease being dissolved or being struck off the register of companies or otherwise ceasing to exist;
- (j) any party to this Lease becoming Insolvent;
- (k) without prejudice to paragraph 3.3, the occurrence of a Relevant Event;
- (l) except to the extent that the liability of the Guarantor is affected by section 18 of the 1995 Act, any reviews of the Yearly Rent payable under this Lease or any variation of this Lease or any licence or any consent issued by the Landlord or the Tenant (whether under the terms of this Lease or not) to do any act or thing in relation to the Premises (save that a surrender of part shall terminate the Guarantor's future liability in respect of the surrendered part only);
- (m) if any party to this Lease is more than one person, a release or compromise of the liability of any one of those persons or the grant of any time, concession or indulgence to any of them; or
- (n) any other act, omission or thing whatsoever as a result of which, but for this provision, the Guarantor's liability under this Lease would be reduced or discharged except an express written release by deed of the Guarantor by the Landlord or a release effected by virtue of the 1995 Act.

3. Payments, postponement of claims and participation in security

3.1 The Guarantor covenants with the Landlord to pay any sum payable by the Guarantor to the Landlord under this Lease without any deduction, set off or counterclaim against the Landlord or the Tenant.

3.2 The Guarantor further covenants with the Landlord, in each case until all the Tenant's obligations under this Lease and all the Guarantor's obligations under this Lease have been fully performed or discharged:

- (a) not to exercise any right or remedy that it may have against the Tenant in respect of any amount paid or any other obligation performed by the Guarantor under its obligations under this Lease or claim any contribution from any other guarantor;
- (b) not to claim or participate in any security held by the Landlord in respect of the Tenant's obligations under this Lease or stand in the place of the Landlord in respect of any such security; and

- (c) not to claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant and to hold on trust for the Landlord and remit to the Landlord the proceeds of all judgments and distributions it may receive from such proceedings or arrangement.

3.3 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the Tenant's obligations under this Lease and the Guarantor's obligations under this Lease.

3.4 The Guarantor warrants to the Landlord that it has not taken and covenants not to take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor and that if it does take or hold any such security, it shall hold it for the benefit of the Landlord until all the Tenant's obligations under this Lease and all the Guarantor's obligations under this Lease have been fully performed or discharged.

4. **Waiver by Guarantor**

The Guarantor waives any right to require the Landlord to make any demand of the Tenant or take any action to claim under or enforce the Tenant's obligations under this Lease or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Guarantor.

5. **Continuing security**

5.1 The Guarantor's obligations under this Lease shall at all times be continuing security and shall cover the ultimate balance of all monies payable by the Tenant to the Landlord under the Tenant's obligations under this Lease irrespective of any intermediate payment or discharge of such obligations.

5.2 The Guarantor's obligations under this Lease are in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to observe and perform the Tenant's obligations under this Lease. It shall not merge in or be affected by any other security.

6. **New Lease**

6.1 The Guarantor covenants with the Landlord that if the Landlord gives the Guarantor written notice within 6 months of the Landlord receiving written notice of a Relevant Event the Guarantor shall take a New Lease of the Premises provided that if there is any conflict between this paragraph 6 and the requirements of section 16 of the 1995 Act, the requirements of the 1995 Act shall prevail.

6.2 The new lease shall:

- (d) take effect from the date of the Relevant Event;
- (e) be for a term that expires on the same date as the term granted by this Lease;
- (f) (subject to paragraph 6.3) reserve as the yearly rent (the "Principal Rent") an amount equal to the Yearly Rent reserved by this Lease on the date of the Relevant Event; and
- (g) otherwise be on terms no more onerous than the terms of this Lease (as varied, save in respect of variations for which the Guarantor is not liable by virtue of section 18 of the 1995 Act).

6.3 If on the date of the Relevant Event, the Yearly Rent reserved by this Lease has been abated or suspended then for the purposes of the new lease, the Principal Rent shall be the sum which would have been payable under this Lease at the date of the Relevant Event, had there been

no such abatement or suspension, but without prejudice to the provisions relating to abatement or suspension of rent contained in the new lease.

- 6.4 If the Landlord does not require the Guarantor to take a New Lease under paragraph 6.1, the Guarantor shall pay to the Landlord on demand a sum equal to the Rents and other sums that would have been payable under this Lease but for the occurrence of the Relevant Event in respect of the period starting on the date of the Relevant Event and ending on the expiry of 6 months from such date or on the date when the Landlord re-lets the whole of the Premises, whichever is the earlier provided that for the purposes of this paragraph 6.4, the Premises shall not be deemed to have been re-let until the expiry of any rent free period granted by the Landlord to the ingoing tenant.
- 6.5 The Guarantor shall pay to the Landlord on demand and on a full indemnity basis all costs, fees, disbursements and expenses of the Landlord (including those of the Landlord's professional advisers and agents and those of any superior landlord and any mortgagee) in connection with the grant of any New Lease.

<p>Executed as a Deed by Avanton Richmond Developments Limited</p> <p>acting by a director in the presence of a witness who also attests their signature</p>	<p>-----</p> <p>Director</p>
	<p>-----</p> <p>Witness</p>
<p>Witness Name</p>	
<p>Witness Address</p>	
<p>Witness Occupation</p>	

EXECUTED AS A DEED by **London Bus Services Limited** acting by its attorney

Name: _____

Signature of Attorney

in the presence of:

Signature of witness

Witness name (IN BLOCK CAPITALS):

Witness address:

.....

.....

Annexure 1 | Plan 1



TfL Property Services
 Palestra,
 197 Blackfriars Road,
 London,
 SE1 8NJ

MAYOR OF LONDON

Manor Road Bus Station

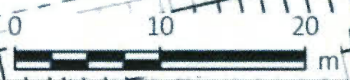
 Existing Manor Road Bus Station

TfL accept no responsibility for any circumstances, which arise from the reproduction of this map after alteration, amendment or abbreviation or if it is issued in part or is issued incomplete in any way.

Date	13/12/2023
Initials	AGW
Drg. No.	JF_ManorRd_v2
Rev	0
Scale	1:500 at A4



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Annexure 2 | Plan 2

Annexure 3 | Plan 3

H.M. LAND REGISTRY

TITLE NUMBER

TGL45415

ORDNANCE SURVEY
PLAN REFERENCE

TQ 1875 K

Scale
1/1250

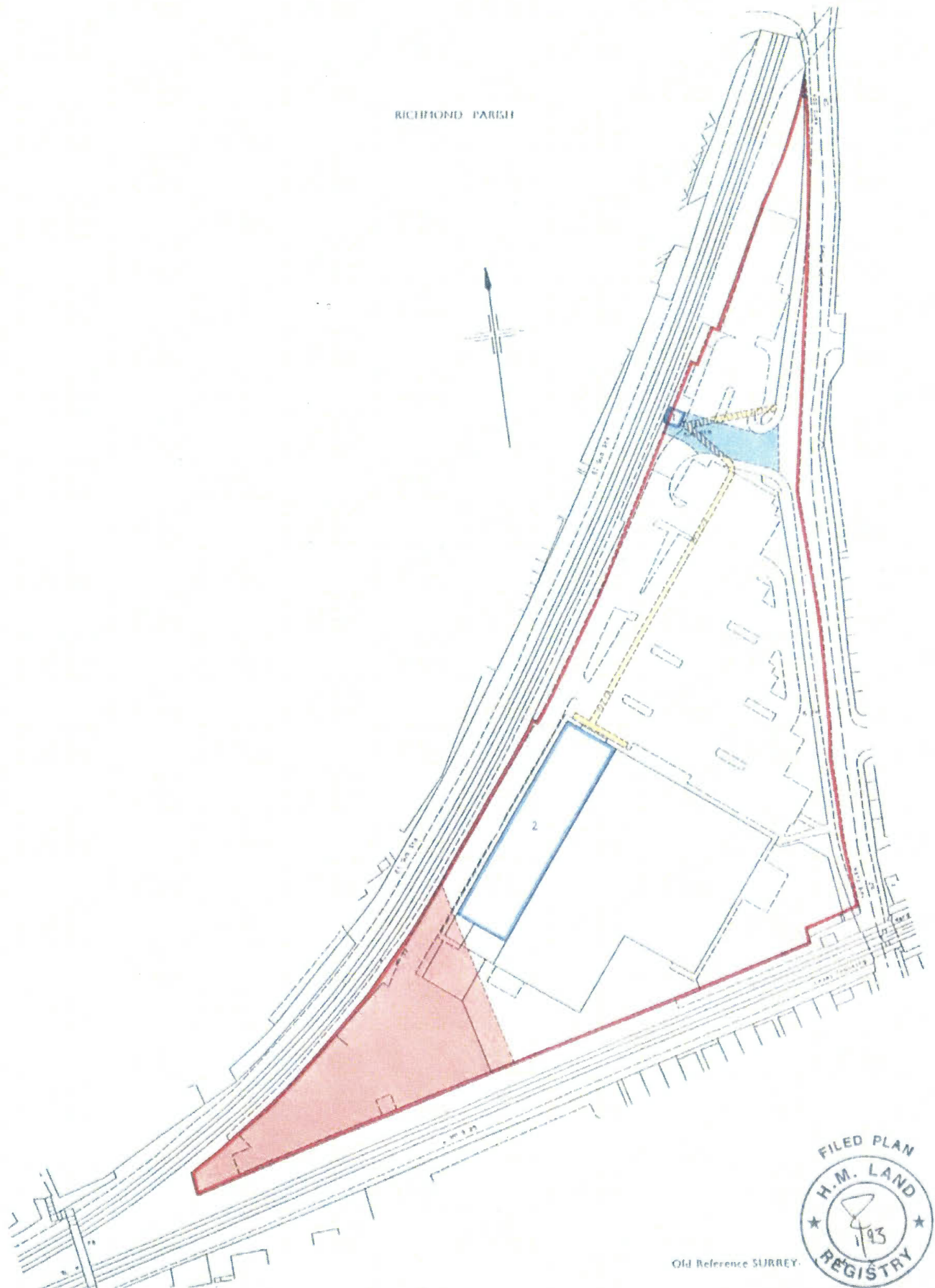
COUNTY GREATER LONDON

BOROUGH OF RICHMOND upon THAMES

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RICHMOND PARISH



Old Reference SURREY.

APPENDIX 2

Highway Works

1. The repaving and widening of the footway (including dedication and adoption of private land adjacent to the existing footway as new highway) on the western side of Manor Road along the eastern frontage of the site as shown indicatively on Plan 4
2. The implementation of new dropped kerbs and tactile paving at the existing and proposed vehicular access to and egress from the site as shown indicatively on Plan 4
3. Pedestrian refuge south of the site access on Manor Road including tactile paving on the existing footway (on the eastern and western footways on Manor Road) and at the existing pedestrian refuge itself

APPENDIX 3
Nominations Agreement

Nomination agreement

dated 201[]

Parties

- (1) **The Mayor and Burgesses of the London Borough of Richmond upon Thames** of the Civic Centre of 44 York Street Twickenham TW1 3BZ (the **Council**); and
- (2) **XXXXXX** (registration number XXXX) of XXXXXX registered with the TSA and an Industrial and Provident Society under XXXXXX (the **Association**).

Introduction

- (A) Units and other land are to be built substantially in accordance with planning permission (with ref number []) (as varied or amended) (**Planning Permission**) for occupation by persons within the Association's charitable objects.
- (B) The Association has agreed to the Council being given the right to nominate persons to take up occupation of the Units as hereinafter provided.

Agreed terms

1 Definitions and Interpretations

Availability Notice means the notices referred to at clauses 3.1 and 3.2;

Grounds for Refusal means the relevant nominee:

- (a) has physically assaulted any member of staff of the Association or its agents or contractor at any time within a period of two years prior to the nomination being made; or
- (b) is a sex offender who requires rehousing and to whom the Council owes a statutory duty and any provisions of a protocol agreed between the parties from time to time allow the Association to refuse to house such nominee; or
- (c) is in the Association's reasonable opinion persons whom it would not be proper for the Association as a charity to house;

Nomination Notice means the notice in writing to be given by the Council to the Association of the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees;

Nomination Period means 80 years from the date of practical completion of the Units;

Nominees means persons nominated by the Council for the purposes of this Agreement;

Non-True Voids means as defined in Schedule 1;

Property means the Site and the Units;

Relevant Nominee means Nominees to whom the Association shall offer a Unit on the Site in accordance with clause 5 hereof which shall be nominees assessed by the Association as appropriate for it to house under its objects, lettings and allocations policies;

RSL means a nonprofit private registered provider of social housing pursuant to the Housing and Regeneration Act 2008;

Site means part of the land and buildings to be erected on the land known as land at [], shown [edged red] on the plans attached;

True Voids means a vacancy created in any of the circumstances set out in the Schedule 1 hereto under the heading "definition of a True Void" but excluding a vacancy arising in any circumstances defined under the heading "definition of a Non-True Void"; and

Units means the affordable housing residential units to be managed and provided by the Association on the Site (as set out in the Schedule 2 hereto).

2 The Association hereby covenants with the Council that in respect of the initial lettings under this agreement the Council shall have rights to nominate up to 100% of the Units and shall thereafter have the right to nominate up to the first three out of every four True Voids arising in a calendar year for the Nomination Period unless the Council at its absolute discretion agreed to waive or relinquish such rights of nomination.

3 The Association shall give to the Council:

3.1 In the case of an initial letting of any Unit not less than six weeks written Notice of the actual completion of such Unit and its availability for letting; and

3.2 in the case of any Unit being a True Void becoming subsequently available for letting at least ten days written Notice of such availability.

4 Within ten days of the receipt by the Council of any Availability Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice.

5 The Association shall as soon as practicable following receipt of the Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee.

6

6.1 If:

6.1.1 no Nomination Notice is served by the Council within the ten days referred to in clause 4; or

6.1.2 one of the Grounds for Refusal applies to the relevant nominee; or

6.1.3 the Relevant Nominee refuses or fails to accept the offer of a tenancy within seven days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices each such further and

subsequent Nomination Notice to be served within a period of 20 days of the date of the Association's original Availability Notice.

- 6.2 Where following the procedure in clause 6.1:
- 6.2.1 no subsequent Nomination Notices are served by the Council within the period referred to in clause 6.1; or
 - 6.2.2 one of the Grounds for Refusal applies to the relevant nominee; or
 - 6.2.3 the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within three days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing.
- 7 The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto.
- 8 For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which the Association transfers all or part of the freehold interest or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an interest in that Unit and shall cease to apply to any Unit upon the granting of a Shared Ownership Lease by the Association.
- 9 For the avoidance of doubt, **it is hereby agreed and declared** that the provisions of this Agreement are entered into pursuant to section 33 Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall:
- 9.1 not bind any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;
 - 9.2 cease to apply to any part or the whole of the Unit should such part or the whole be transferred or leased by any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;
 - 9.3 not bind any individual owner (excluding, for the avoidance of doubt, any owner who is an RSL) or occupier of any unit, their successors in title and mortgagees and mortgagees' successors in title.
- 10 Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the Council from time to time **provided always** that any notice to be served by either party may be served by such party's Solicitors.
- 11 The beneficial interest in this Agreement and the Property is held by or on behalf of the Association, an exempt charity.

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

Schedule 1

1 Definition of True Void

- 1.1 Vacancies created through tenant transfer to another Borough where no reciprocal arrangements exists.
- 1.2 Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists.
- 1.3 Vacancies arising as a result of the death of a tenant where there is no statutory right to succession.
- 1.4 Vacancies arising through tenants buying their own property in the private sector.
- 1.5 Vacancies arising as a result of the tenant having been evicted or abandoning a Unit.
- 1.6 Vacancies arising as a result of a tenant who has been permanently decanted returning to his former home.
- 1.7 Vacancies arising through tenant transfer within the Association's own stock.
- 1.8 Vacancies arising as a result of a tenant who has previously been decanted.

2 Definition of Non-True Void

- 2.1 Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home.
- 2.2 Vacancies arising as a result of a tenant being rehoused via the Housing Association "Homes" scheme or other equivalent.
- 2.3 Vacancies arising as a result of a tenant being rehoused by another Borough where a reciprocal arrangement exists.

Schedule 2

[Details of tenure mix] constructed in accordance with the Planning Permission (or such other units as may be permitted by the Planning Permission (as varied or amended)).

executed as a deed by affixing the Common)
Seal of XXXXXX)
in the presence of:)

[Common seal]

Authorised signatory

Authorised signatory

executed as a deed by affixing the Common)
Seal of **The Mayor and Burgesses of the**)
London Borough of Richmond upon)
Thames)
in the presence of:

[Common seal]

Authorised signatory

Authorised signatory

APPENDIX 4

Worked Example of Council Grant Funding Review

Pursuant to the process set out in paragraphs 8.1 and 8.2 of Part A of Schedule 3, the Council and the Owner shall have regard to, for illustrative purposes only, the worked examples set out below:

Open Market Units to London Shared Ownership

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person Open Market home in Core AA as being £650,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the difference between what the Affordable Housing Provider is able to pay (£355,000) and the Unit Benchmark Value (£650,000) being £295,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount (£295,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £650,000)).

Open Market Units to London Affordable Rent

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person home in Core AA as being £650,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the difference between what the Affordable Housing Provider is able to pay (£185,000) and the Unit Benchmark Value (£650,000) being £465,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount (£465,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £650,000)).

London Living Rent to London Affordable Rent

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person London Living Rent home in Core CA as being £265,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the reduction in value of the Council Grant Funded Unit is £95,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount associated with this

reduced value (£170,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £265,000)).

APPENDIX 5

Residential and Commercial Development Adjusted Mode Shares

<i>Method of Travel to Work</i>	<i>%</i>
<i>Underground, Metro, Light Rail, Tram</i>	<i>32.7%</i>
<i>Train</i>	<i>27.1%</i>
<i>Bus, Minibus or Coach</i>	<i>11.3%</i>
<i>Taxi</i>	<i>0.3%</i>
<i>Motorcycle, Scooter or Moped</i>	<i>2.5%</i>
<i>Driving a Car or Van</i>	<i>2.9%</i>
<i>Passenger in a Car or Van</i>	<i>0.1%</i>
<i>Bicycle</i>	<i>8.9%</i>
<i>On Foot</i>	<i>13.0%</i>
<i>Other Method of Travel to Work</i>	<i>1.2%</i>