

Thompson Parish Council

and

[TENANT]

and

Agreement for Lease With Tenants Works (new Build)

Relating To

Land at school Road Thompson Norfolk

nplaw
Public Sector Legal Expertise

nplaw
Norfolk County Council
County Hall
Martineau Lane
Norwich
Norfolk
NR1 2DH
(ref nplaw/CB/48940)

THIS AGREEMENT IS MADE ON THE DAY OF 201[*]

BETWEEN

- (1) Thompson Parish Council of (the **Landlord**);
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the **Tenant**); and

RECITALS

- (A) The Landlord owns the freehold of the property at [ADDRESS] and has agreed to grant the Tenant a lease of the property on the terms contained in this agreement.
- (B) The Tenant is to apply for detailed planning permission for its proposed works and, subject to obtaining a satisfactory planning permission for those works, to construct the property before the grant of the lease.
- (C) The Tenant wishes to carry out fitting out works and the Landlord has agreed to allow the Tenant to occupy the property as a licensee to carry out fitting out works in the period between completion of the landlord's works and the grant of the lease.

IT IS HEREBY AGREED

1. INTERPRETATION

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

1.1 Definitions:

Architect: such other person as appointed as architect for the time being by the Tenant or the Building Contractor in relation to this agreement and the Building Contract.

Base Rate: the base rate from time to time of [Barclays] Bank PLC.

Building Contract: a building contract for the Tenant's Works to be entered into between the Tenant and the Building Contractor based on the [JCT Design and Build Contract, 2011 edition] and incorporating such amendments as may be approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) or such other building contract with similar effect.

Building Contractor: Such suitably experienced and competent building contractor as may be appointed by the Tenant to carry out the Tenant's Works together with any replacement building contractor that may be appointed by the Tenant in accordance with the terms of this agreement.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

Collateral Warranties: deeds of collateral warranty from the parties identified in the relevant annex to this agreement together with any replacement party that may from time to time be appointed by the Tenant or the Building Contractor, such deeds to be in the form approved by the Landlord such approval not to be unreasonably withheld or delayed.

Condition: any one of the Part 1 Conditions.

Contract Rate: [4%] per annum above the Base Rate.

Design Sub-Contractors: all sub-contractors of the Building Contractor having a design responsibility in relation to the Tenant's Works under the Building Contract.

Development: the construction on the Property of a Community Hall.

Development Specification: the plans, specifications, drawings and other data in respect of the Development in the form annexed to this agreement including any variations or amendments that may be made in accordance with clause 6.5 and clause 6.6.

Employer's Agent: such person as may be appointed as an employer's agent for the time being by the Tenant in relation to this agreement and the Building Contract.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).]

Event of Default: any of the events set out in clause 19.1.

Landlord's Conveyancer: Christopher Brown of nplaw, County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH, 01603 223739, CB/48940 or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant].

Landlord's Property: the land known as Thompson Millennium Green

Lease: a lease in the agreed form annexed to this agreement subject only to any minor amendments necessitated by any variations made to the Specification under clause 6.5 or clause 6.6

Lease Completion Date: the day that is [NUMBER] working days after the Practical Completion Date.

Long Stop Date: [DATE] as may be extended in accordance with this Agreement.

[LTA 1954: Landlord and Tenant Act 1954.]

M&E Engineer: such person as may be appointed as a mechanical and electrical engineer for the time being by the Tenant or the Building Contractor, with the approval of the Tenant.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Tenant's Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Tenant's Works.

Notice of Completion of Making Good: the Employer's Agent's certificate or written statement issued in accordance with the Building Contract certifying that any defects, shrinkages or faults appearing in the Tenant's Works during the Rectification Period and for which the Building Contractor was responsible under the Building Contract have been made good.

Part 1 Conditions: part 1 of the Standard Commercial Property Conditions (Second Edition).

Part 2 Conditions: part 2 of the Standard Commercial Property Conditions (Second Edition).

Planning Permission: detailed planning permission for the Development.

Practical Completion Date: the date stated in the Practical Completion Statement.

Practical Completion Statement: the Employer's Agent's written statement issued in accordance with the Building Contract stating that practical completion of the Tenant's Works has occurred according to the terms of the Building Contract and setting out the date on which practical completion occurred.

Principal Designer: such person as may be appointed as a principal designer for the time being by the Tenant for the purposes of this agreement and the CDM Regulations.

Professional Appointment: the appointment of a member of the Professional Team in the form approved by the Landlord such approval not to be unreasonably withheld or delayed.

Professional Team: [the Architect] [, the Principal Designer] [, the Employer's Agent] [, the M&E Engineer] [, the Quantity Surveyor] [,

the Structural Engineer] and any other specialist advisors or sub-consultants that may be appointed for the time being in connection with the design or management of the Tenant's Works].

Property: the property to be known as [Thompson Community Hall] as more particularly defined in the Lease.

Specification: the plans, specifications, drawings and other data in respect of the Development in the form annexed to this agreement including any variations or amendments that may be made in accordance with this agreement.

Quantity Surveyor: such person as may be appointed as a quantity surveyor for the time being by the Tenant or Building Contractor, with the approval of the Landlord such approval not to be unreasonably withheld or delayed).

Rectification Period: the rectification period or defects liability period for the making good of defects, shrinkages or other faults in the Tenant's Works under the Building Contract.

Requisite Consents: building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the Tenant's Works.

Structural Engineer: such person as may be appointed as a structural engineer for the time being by the Tenant or the Building Contractor, with the approval of the Landlord such approval not to be unreasonably withheld or delayed.

Target Date: the date [NUMBER] [weeks **OR** months] after the Unconditional Date as may be extended in accordance with this agreement.

Tenant's Conveyancer: [or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord.

Tenant's Works: the works to be carried out by the Tenant for the construction of the Development.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.7 Unless this agreement otherwise expressly provides, a reference to the **Property** or the **Development** or the **Tenant's Works** is to the whole and any part of them.
- 1.8 Any reference to the Landlord's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

2. CONDITION PRECEDENT

- 2.1 This agreement comes into force on the date hereof.

3. TERMINATION

If the Practical Completion has not occurred by the Long Stop Date either the Landlord or the Tenant may at any time after the Long Stop Date (but only before the Practical Completion) give written notice to the other to determine this agreement.

4. AGREEMENT FOR LEASE

- 4.1 The Landlord shall grant to the Tenant and the Tenant shall accept from the Landlord the Lease on the terms set out in this agreement. No purchase price, premium, or deposit is payable.
- 4.2 The Tenant cannot require the Landlord to grant the Lease to any person other than the Tenant.
- 4.3 The Tenant cannot assign, sublet, charge, or otherwise share or part with the benefit of this agreement whether in relation to the whole or any part of the Property.
- 4.4 Conditions 1.5 and 2.2 do not apply to this agreement.

5. [EXCLUSION OF SECURITY OF TENURE]

- 5.1 The parties confirm that:

- 5.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the Lease, [not less than 14 days] before this agreement was entered into; and

- 5.1.2 [the Tenant OR [NAME OF DECLARANT], who was duly authorised by the Tenant to do so], made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954

6. TENANT'S WORKS

6.1 The Tenant shall apply for and use best endeavours to obtain the Requisite Consents in respect of the Tenant's Works.

6.2 The Tenant shall use reasonable endeavours to procure that the Practical Completion Date occurs by the Target Date which shall be extended commensurate with any extensions of time:

6.2.1 allowed by the Employer's Agent under the terms of the Building Contract; or

6.2.2 certified by the Employer's Agent as being fair and reasonable, having regard to the delay in question, where completion of the Tenant's Works is delayed due to an event or cause that is beyond the Tenant's reasonable control.

6.3 The Tenant shall use reasonable endeavours to procure that the Tenant's Works are carried out:

6.3.1 with due diligence and in a good and workmanlike manner;

6.3.2 using only good quality materials and well-maintained plant and equipment;

6.3.3 in accordance with this agreement, the Planning Permission, the Property Specification and the Requisite Consents in respect of the Tenant's Works;

6.3.4 in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings;

6.3.5 in compliance with all relevant British Standards, codes of practices and good building practice; and

6.3.6 by selecting and using materials so as to avoid known hazards to the health and safety of any person and to ensure the long term integrity of the Property and the Landlord's Property.

6.4 The Tenant shall:

6.4.1 co-ordinate or procure co-ordination of the Professional Team;

- 6.4.2 keep the Landlord regularly informed as to progress of the Tenant's Works;
 - 6.4.3 without prejudice to clause 6.2, promptly notify the Landlord of any material problems or delays in the performance of the Building Contract together with the Tenant's recommendations for overcoming and/or mitigating them; and
 - 6.4.4 give at least [NUMBER] working days notice to the Landlord of all meetings to be held in connection with the progress of the Tenant's Works and permit the Landlord to attend and to make representations.
- 6.5 The Tenant shall not, (subject to clause 6.6), vary, alter, add to or remove anything from the Property Specification without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 6.6 The Tenant may make minor variations to the Property Specification without the Landlord's consent provided that:
- 6.6.1 the variations are insubstantial and immaterial;
 - 6.6.2 the variations are in accordance with the Planning Permission, the Requisite Consents in respect of the Tenant's Works and any statutory requirements;
 - 6.6.3 any substitute materials used are of an equal or better quality and suitability to those originally specified;
 - 6.6.4 the variations do not delay the completion of the Tenant's Works; and
 - 6.6.5 the variations are required by any local or competent authority or statutory undertaking as a condition of the grant or continuance of the Planning Permission or any of the Requisite Consents in respect of the Landlord's Works.

7. INSPECTION

- 7.1 The Landlord may enter the Property, at any time after the commencement of the Tenant's Works, upon reasonable notice to the Building Contractor, to inspect progress of the Tenant's Works and the materials used. In entering the Property, the Landlord shall not obstruct progress of the Tenant's Works and shall:
- 7.1.1 not give any instructions or make any representations directly to the Building Contractor or Professional Team; and
 - 7.1.2 comply with the Tenant and Building Contractor's health and safety and site rules.

- 7.2 The Tenant shall procure that any instructions or representations made to the Tenant by the Landlord that comply with the terms of this agreement are promptly dealt with to the Landlord's reasonable satisfaction.

8. PROFESSIONAL TEAM

- 8.1 The Tenant confirms it has taken (or in the case of a substitute member of the Professional Team shall take) all reasonable steps to be reasonably satisfied that each member of the Professional Team is suitable and competent having regard to its responsibilities in relation to the Development and the Building Contract.
- 8.2 The Tenant shall supply certified copies of each Professional Appointment to the Landlord.
- 8.3 The Tenant shall procure that each member of the Professional Team grants to the Landlord an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of the relevant member of the Professional Team for any purpose relating to the Tenant's Works. Such licence shall:
- 8.3.1 carry the right to grant sub-licences and shall be transferable to third parties without the consent of the Tenant or the relevant member of the Professional Team; and
 - 8.3.2 provide that the relevant member of the Professional Team has no liability for use of the Material for any purpose other than that for which it was prepared or provided.
- 8.4 The Tenant shall procure that the terms of the Professional Appointment of the Employer's Agent requires it to act impartially when exercising its power to issue statements, certificates and award extensions of time under the Building Contract and under this agreement.
- 8.5 The Tenant shall use reasonable endeavours to procure that each member of the Professional Team performs and observes the terms of its Professional Appointment

9. BUILDING CONTRACT

- 9.1 The Tenant confirms it has taken (and in the case of a substitute Building Contractor shall take), all reasonable steps to be satisfied that the Building Contractor is suitable and competent having regard to its responsibilities in relation to the Development and the Building Contract.
- 9.2 The Tenant shall once such of the Requisite Consents have been obtained so as to enable the Tenant's Works to commence enter into the Building Contract with the Building Contractor, appoint the Building Contractor as the principal contractor for the purposes of the CDM

Regulations, and supply a certified copy of the Building Contract to the Landlord.

9.3 The Tenant shall procure that the Building Contractor and each Design Sub-Contractor grants to the Tenant an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of the Building Contractor or the relevant Design Sub-Contractor for any purpose relating to the Tenant's Works. Such licence shall:

9.3.1 carry the right to grant sub-licences and shall be transferable to third parties without the consent of the Building Contractor or the relevant Design Sub-Contractor; and

9.3.2 provide that the Building Contractor or the relevant Design Sub-Contractor has no liability for use of the Material for any purpose other than that for which it was prepared or provided.

9.4 The Tenant shall use reasonable endeavours to procure that the Building Contractor performs and observes the terms of the Building Contract

10. PRACTICAL COMPLETION AND RECTIFICATION PERIOD

10.1 The Tenant shall use reasonable endeavours to procure that the Employer's Agent:

10.1.1 gives at least [5] working days' notice to the Landlord of the Employer's Agent's intention to inspect the Tenant's Works for the purpose of issuing the Practical Completion Statement and allows the Landlord to attend the inspection and make representations to the Tenant either during the inspection or in writing immediately thereafter; and

10.1.2 without fettering the discretion of the Employer's Agent in carrying out duties under the Building Contract, takes proper account of any representations that are made in accordance with clause 10.1.1 when considering whether to issue the Practical Completion Statement in accordance with the terms of the Building Contract.

10.2 The Tenant shall use reasonable endeavours to procure that the Employer's Agent gives a copy of the Practical Completion Statement to the Landlord as soon as practicable after its issue together with a copy of any accompanying snagging list.

10.3 The issue of the Practical Completion Statement shall be conclusive evidence binding on the parties that the Tenant's Works have been completed in accordance with the terms of this agreement, subject to the Tenant's obligations during the Rectification Period.

- 10.4 Without prejudice to the generality of clause 9.4, the Tenant shall use reasonable endeavours to enforce the Building Contractor's obligations under the Building Contract to remedy any defects, shrinkages or faults appearing in the Tenant's Works during the Rectification Period.
- 10.5 During the Rectification Period, the Landlord may make written representations to the Tenant identifying defects, shrinkages or faults in the Tenant's Works which the Building Contractor is obliged to remedy in accordance with the Building Contract. Without fettering the discretion of the Employer's Agent in carrying out duties under the Building Contract, the Tenants shall use reasonable endeavours to ensure that the Employer's Agent takes proper account of any such representations.
- 10.6 The Tenant shall use reasonable endeavours to procure that the Employer's Agent:
- 10.6.1 gives at least [5] working days' notice to the Tenant of the Employer's Agent's intention to inspect the Tenant's Works for the purpose of issuing the Notice of Completion of Making Good and allows the Landlord to attend the inspection and make representations to the Tenant either during the inspection or in writing immediately thereafter; and
 - 10.6.2 without fettering the discretion of the Employer's Agent in carrying out duties under the Building Contract, takes proper account of any representations that are made in accordance with clause 10.6.1 when considering whether to issue the Notice of Completion of Making Good in accordance with the terms of the Building Contract.
- 10.7 The Tenant shall use reasonable endeavours to procure that the Employer's Agent gives a copy of the Notice of Completion of Making Good to the Landlord as soon as practicable after its issue.
- 10.8 The Tenant shall use best endeavours to procure the grant of the Collateral Warranties in favour of the Landlord as soon as reasonably practicable and in any event on or before the date on which the Lease is completed.

11. LONG STOP DATE

If the Practical Completion Date has not occurred by 4.00 pm on the Long Stop Date, either the Landlord or the Tenant may, at any time after the Long Stop Date (but before the Practical Completion Date), give written notice to the other that, unless the Practical Completion Date occurs within [20 **OR** [SPECIFY]] working days of the receipt of that notice (time being of the essence), it may determine this agreement. If the Practical Completion Date does not occur within [20 **OR** [SPECIFY]] working days of receipt of that notice then either the Landlord or the Tenant may, by further written notice determine this agreement with immediate effect.

12. INSURANCE

- 12.1 From the date hereof until the Practical Completion Date, the Tenant shall insure or shall procure that the Building Contractor insures, the Tenant's Works, the Property and all plant and unfixed materials and goods delivered to or placed on or adjacent to the Property and intended for incorporation in the Tenant's Works against all perils resulting in loss or damage thereto on customary contractors' all risks terms:
- 12.1.1 in the joint names of the Landlord and the Building Contractor; and
 - 12.1.2 for not less than their full reinstatement value (taking into account the progress of the Tenant's Works) together with all site clearance and professional fees incurred in connection with such reinstatement;
- 12.2 In the event of any loss or damage occurring before the Practical Completion Date to the Tenant's Works, the Property, plant, materials or goods so insured, the Tenant shall procure that their reinstatement or replacement is carried out diligently and with all reasonable speed. The Tenant shall apply the proceeds of the insurance towards such reinstatement or replacement and shall make good any deficiency out of the Tenant's own funds.
- 12.3 The Tenant shall maintain, or procure that the Building Contractor maintains, insurance in respect of injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than £5,000,000.00 for any one occurrence or series of occurrences arising out of the same event. Such insurance shall be maintained from the commencement of the Tenant's Works until the end of the Rectification Period.
- 12.4 The Tenant shall require the Building Contractor, each member of the Professional Team and each Design Sub-Contractor, as a condition of its appointment or contract, to maintain professional indemnity insurance cover with a reputable insurer for an amount not less than that stated in Schedule 2. The insurance cover must be maintained for a minimum of 12 years following the Practical Completion Date, provided that the insurance is available at commercially reasonable rates and terms.
- 12.5 The Landlord and the Tenant mutually agree not knowingly to do or permit anything to be done that may render any insurance policy void or voidable.
- 12.6 Conditions 7.1.1, 7.1.2, 7.1.3 and 7.1.4(b) do not apply to this agreement.

13. DAMAGE AFTER PRACTICAL COMPLETION

13.1 The Tenant shall not be entitled to refuse to complete or to delay completion of the grant of the Lease due to any event occurring after the Practical Completion Date that results in:

13.1.1 any damage to the Property or any part of it; or

13.1.2 any damage to the means of access to the Property; or

13.1.3 any deterioration in the Property's condition.

13.2 The provisions in the Lease relating to insurance of the Property shall apply from the Practical Completion Date to the date of grant of the Lease.

14. CONDITIONS

14.1 The Part 1 Conditions are incorporated in this agreement, in so far as they:

14.1.1 are applicable to the grant of a lease;

14.1.2 are not inconsistent with the other clauses in this agreement; and

15. TENANT'S OCCUPATION PRIOR TO THE GRANT OF THE LEASE

15.1 During the continuation of the Tenant's Works the Tenant is entitled to occupy the Property for the purpose of only carrying out the Tenant's Works.

15.2 This agreement does not operate as a demise of the Property and during the Licence Period:

15.2.1 any occupation of the Property by the Tenant is by way of licence only;

15.2.2 the Tenant does not have, and is not entitled to, any estate, right or interest in the Property;

15.2.3 the Tenant shall not open and trade from the Property nor use the Property for the purpose authorised by the Lease;

15.2.4 the parties shall observe and perform their respective obligations imposed by the covenants and conditions in the Lease (to the extent that they are not inconsistent with the other provisions of this agreement) as if the Lease had been completed on the Practical Completion Date;

15.2.5 the Landlord shall have the same rights and remedies in respect of any breach of the obligations imposed on the

Tenant by the covenants and conditions in the Lease as if the Lease had been completed on the Practical Completion Date; and

15.2.6 the Tenant shall pay to the Landlord by way of fees sums equal to the monies that would be payable by the Tenant under the Lease at the same times and in the same manner as if the Lease had been granted on the Practical Completion Date.

15.3 The parties agree that any fees paid by the Tenant pursuant to clause 15.2.6 shall be deducted from the sums payable under the Lease for the same period following completion of the Lease.

16. DEDUCING TITLE

16.1 The Landlord's freehold title to the Property has been deduced to the Tenant's Conveyancer before the date of this agreement .

16.2 The Tenant is deemed to have full knowledge of the Landlord's title and is not entitled to raise any objection, enquiry or requisition in relation to it.

16.3 Conditions 6.1, 6.2, 6.3, 6.4.2, 10.2.4, 10.2.5, and 10.3 do not apply to this agreement.

17. TITLE GUARANTEE

17.1 Subject to the other provisions of this clause, the Landlord shall grant the Lease with full title guarantee

17.2 The implied covenants for title are modified so that:

17.2.1 the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (LP(MP)A 1994) shall not extend to costs arising from the Tenant's failure to:

(a) make proper searches; or

(b) 17.2.raise requisitions on title or on the results of the Tenant's searches before the date of this agreement (or by completion in the case of searches referred to in clause 18.1); and

17.2.2 the covenant set out in section 3(3) of the LP(MP)A 1994 shall extend only to charges or encumbrances created by the Landlord.

17.3 Condition 6.6.2 does not apply to this agreement.

18. MATTERS AFFECTING THE PROPERTY

18.1 The Landlord shall grant the Lease to the Tenant free from encumbrances other than:

18.1.1 [any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by [HM Land Registry as at [DATE AND TIME OF OFFICIAL COPIES] under title number [NUMBER]] [and] [the Land Charges Department of HM Land Registry as at [DATE OF SEARCH];]

18.1.2 all matters contained or referred to in the Lease;

18.1.3 any matters discoverable by inspection of the Property before the date of this agreement;

18.1.4 any matters which the Landlord does not and could not reasonably know about;

18.1.5 any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent tenant would have made before entering into this agreement;

18.1.6 public requirements;

18.1.7 any matters which are, or (where the Lease will not be registered) would be, unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002; and

18.1.8 [any matters disclosed in the documents listed in Schedule 1; and]

18.1.9 any Planning Agreement.

18.2 The Tenant is deemed to have full knowledge of the matters referred to in clause 18.1 and shall not raise any enquiry, objection, requisition or claim in respect of any of them.

18.3 Conditions 3.1.1, 3.1.2, 3.1.3, 3.2.1, 3.3 and 6.6.3 do not apply to this agreement.

19. TERMINATION ON TENANT'S INSOLVENCY AND MATERIAL NON-COMPLIANCE BY THE TENANT

19.1 An Event of Default is any of the following:

19.1.1 the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;

- 19.1.2 the making of an application for an administration order or the making of an administration order in relation to the Tenant;
 - 19.1.3 the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;
 - 19.1.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant
 - 19.1.5 the commencement of a voluntary winding-up in respect of the Tenant except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
 - 19.1.6 the making of a petition for a winding-up order or a winding-up order in respect of the Tenant;
 - 19.1.7 the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off; or
 - 19.1.8 the Tenant otherwise ceasing to exist. [; or]
- 19.2 If an Event of Default occurs, the Landlord may, at any time prior to grant of the Lease, determine this agreement by giving written notice to the Tenant.
- 19.3 If at any time there is any material non-compliance by the Tenant with any of its obligations under this agreement and such default is either:
- 19.3.1 not capable of being remedied; or
 - 19.3.2 is capable of remedy but the Tenant has not remedied the default within [NUMBER] working days (or such longer period as may be reasonable in the circumstances) after service on the Tenant by the Landlord of a notice specifying the default;
- the Landlord may, at any time prior to grant of the Lease, determine this agreement by giving written notice to the Tenant.

20. CONSEQUENCES OF TERMINATION

- 20.1 If the Landlord gives notice to determine this agreement under clause 3, clause 11, clause 19.2 or clause 19.3 or the Tenant gives notice to determine this agreement under clause 3, in clause 11
- 20.1.1 subject to clause 20.1.2 this agreement shall be terminated with immediate effect from the date of the notice to determine

and none of the parties shall have any further rights or obligations under this agreement save for:

- (a) the rights of any party in respect of any earlier breach of this agreement; and
- (b) the obligations in the clauses referred to in clause 20.1.2;

20.1.2 clause 20 shall continue in force notwithstanding the termination of this agreement under clause 20.1.1;

20.1.3 the Tenant shall immediately cancel all entries relating to this agreement registered against the Landlord's title; and

20.1.4 the Tenant shall immediately:

- (c) vacate the Property;
- (d) remove all of the Tenant's chattels from the Property;
- (e) (to the extent required by the Landlord) remove the Tenant's Works or any other fixtures constructed by or for the Tenant; and
- (f) make good all damage caused by the Tenant as a result of such removal.

21. TIMETABLE FOR ENGROSSMENTS

21.1 The Landlord's Conveyancer shall send:

- 21.1.1 the engrossed counterpart Lease to the Tenant's Conveyancer within [NUMBER] working days after the Practical Completion Date; and

22. COMPLETION OF GRANT OF THE LEASE

22.1 Completion of the grant of the Lease shall take place on the Lease Completion Date.

23. VAT

23.1 Each amount stated to be payable under or pursuant to this agreement is exclusive of VAT (if any).

23.2 If any VAT is chargeable on any supply made by one party to the other party under or pursuant to this agreement, the paying party shall pay to the other party an amount equal to that VAT.

23.3 Condition 1.4 does not apply to this agreement.

24. ENTIRE AGREEMENT

24.1 This agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

24.2 The Tenant acknowledges that:

24.2.1 in entering into this agreement and any documents annexed to it the Tenant does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:

- (a) set out in this agreement or the documents annexed to it; or
- (b) contained in any written replies before the date of this agreement]; and

24.2.2 no representation or warranty is given or is to be implied by:

- (a) the Landlord entering into this agreement; or
- (b) any step taken by or on behalf of the Landlord in connection with this agreement;

as to the suitability of the Property [or the building of which it forms part] for the Tenant's Works.

24.3 Condition 9.1.1 is varied to read "If any plan or statement in the agreement or in written replies which the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of the agreement is or was misleading or inaccurate due to an error or omission, the remedies available are as follows."

25. JOINT AND SEVERAL LIABILITY

25.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this agreement. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

25.2 Condition 1.2 does not apply to this agreement.

26. NOTICES

26.1 Any notice [or other communication] required to be given under this agreement shall be in writing and shall be delivered personally, or sent

by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice [or communication] as set out below:

26.1.1 Landlord: Christopher Brown of nplaw, County Hall, Martineau Lane, Norwich, NR1 2DH

26.1.2 Tenant: [CONTACT] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

26.2 Any notice or other communication shall be deemed to have been duly received:

26.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

26.2.2 if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second working day after posting; or

26.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

26.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

26.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

26.5 Condition 1.3 does not apply to this agreement.

27. THIRD PARTY RIGHTS

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

28. GOVERNING LAW

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

29. JURISDICTION

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

In witness whereof this document has been executed and delivered on the date first stated above.

SCHEDULE 1 - Disclosed matters

[LIST MATTERS DISCLOSED UNDER clause 18.1.8.]

SCHEDULE 2 - Professional indemnity insurance

Role	Identity	Required level of insurance

Signed by **[NAME]**
for and on behalf of **[LANDLORD]** **Director**

Signed by **[NAME]**
for and on behalf of **[TENANT]** **Director**

Signed by **GUARANTOR** in the
presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS AND OCCUPATION OF WITNESS]

APPENDIX A - Copy Building Contract OR Agreed form of Building Contract

APPENDIX B - List of parties required to give Collateral Warranties

APPENDIX C - Agreed forms of Collateral Warranties

APPENDIX D - Development Specification in agreed form

APPENDIX E - Agreed form of Lease

APPENDIX F - Agreed forms of Professional Appointments

APPENDIX G - Property Specification in agreed form