

**These are the notes referred to on the following official copy**

Title Number SYK550568

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

*Certified a true copy  
Private Solicitor Barnsley MBC*

DATED

*17 January*

2011



SEQ193

- (1) South Yorkshire Housing Association Limited
- (2) Barnsley Metropolitan Borough Council

---

LEASE

relating to

Respite Unit known as The Brambles Silver Street Dodworth Barnsley S75 3NP

---



COPY

**Taylor&Emmet LLP**  
S O L I C I T O R S

20 Arundel Gate  
Sheffield  
S1 2PP

Telephone: 0114 2184052  
Fax: 0114 2184227  
Email: [Vincent.Green@tayloremmet.co.uk](mailto:Vincent.Green@tayloremmet.co.uk)

Ref: VG/1160-1621-6  
24 October 2011

## CONTENTS

---

### CLAUSE

1.	Interpretation.....	3
2.	Grant.....	7
3.	Ancillary rights.....	7
4.	Rights excepted and reserved.....	8
5.	Third Party Rights.....	10
6.	The Annual Rent.....	10
7.	Services and Service Charge.....	10
8.	Insurance.....	11
9.	Rates and taxes.....	13
10.	Utilities.....	14
11.	VAT.....	14
12.	Default interest and interest.....	14
13.	Costs.....	15
14.	Compensation on vacating.....	15
15.	No deduction, counterclaim or set-off.....	15
16.	Registration of this lease.....	15
17.	Assignments.....	16
18.	Underlettings.....	16
19.	Sharing occupation.....	16
20.	Prohibition of other dealings.....	16
21.	Registration and notification of dealings and occupation.....	16
22.	Closure of the registered title of this lease.....	17
23.	Repairs.....	17
24.	Decoration.....	18
25.	Alterations.....	18
26.	Signs.....	18
27.	Returning the Property to the Landlord.....	19
28.	Use.....	19
29.	Management of the Estate.....	20
30.	Compliance with laws.....	20
31.	Encroachments, obstructions and acquisition of rights.....	21
32.	Remedy breaches.....	22
33.	Indemnity.....	22
34.	Landlord's covenant for quiet enjoyment.....	22
35.	Guarantee and indemnity.....	23
36.	Condition for re-entry.....	23
37.	Liability.....	24
38.	Entire agreement and exclusion of representations.....	25
39.	Notices, consents and approvals.....	25
40.	Governing law and jurisdiction.....	26
41.	Law of Property (Miscellaneous Provisions) Act 1994.....	30

42	Contracts (Rights of Third Parties) Act 1999 .....	27
43	Landlord and Tenant (Covenants) Act 1995.....	28
44.	Superior Lease.....	
45.	Tenants Option to acquire Option Property.....	
46.	Landlords covenants in relation to Property.....	
47	Charities Act 1993.....	

**SCHEDULE**

	The First Schedule.....	32
1.	Guarantee and indemnity .....	32
2.	Guarantor's liability .....	32
3.	Variations and supplemental documents.....	33
4.	Guarantor to take a new lease or make payment.....	34
5.	Rent at the date of forfeiture or disclaimer .....	35
6.	Payments in gross and restrictions on the Guarantor .....	35
7.	Other securities.....	35

**PRESCRIBED CLAUSES**

**LR1. Date of lease**

*17 January 2012*

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

SYK455378 and SYK550568

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**

South Yorkshire Housing Association Limited

43-47 Wellington Street Sheffield S1 4HF

R20165R

**Tenant**

Barnsley Metropolitan Borough Council

Town Hall Barnsley South Yorkshire S70 2TA

**Other parties**

**Guarantor**

**LR4. Property**

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

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

**LR5. Prescribed statements etc.**

Clause 47

**LR6. Term for which the Property is leased**

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

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

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

None.

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

This lease is made on the 17 day of January 2012

## PARTIES

- (1) **Landlord:** South Yorkshire Housing Association Limited, incorporated and registered in England and Wales with company number R20165R whose registered office is at 43-47 Wellington Street Sheffield S1 4HF;
- (2) **Tenant:** Barnsley Metropolitan Borough Council, of Town Hall Barnsley South Yorkshire S70 2TA

## AGREED TERMS

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

"Annual Rent";	rent at the rate of £30,000.00 per annum and any interim rent determined under the 1954 Act.
"Common Parts";	the Access Road and all other parts of the Estate other than the Property and the Lettable Units.
"Part 1 Conditions"	the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and "Condition" means any one of them
"Part 2 Conditions"	the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) and "Condition" means any of them
"Contractual Term";	a term of 15 years beginning on, and including the 14 April 2009 and expiring on the 13 April 2024
"CDM Regulations";	the Construction (Design and Management) Regulations 2007.
"Default Interest Rate";	four percentage points above the Interest Rate.
"Estate";	each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Silver Street Barnsley comprised within title numbers SYK455378 and SYK550568.

(i)

<b>"Insured Risks";</b>	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and <b>"Insured Risk"</b> means any one of the Insured Risks.
<b>"Interest Rate";</b>	interest at the base lending rate from time to time of National Westminster Bank PLC, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.
<b>"Lettable Unit";</b>	plots 1, 2, 3 and 4 which are shown on the Plan.
<b>"Option"</b>	the option granted by the Landlord to the Tenant contained in clause 45
<b>"Option Date"</b>	14 October 2023
<b>"Option Notice"</b>	written notice exercising the Option in accordance with the terms of this lease in the form set out in schedule 3
<b>"Option Period"</b>	the period commencing on the date of this lease and ending on the 13 <sup>th</sup> October 2023
<b>"Option Property"</b>	all of the land and buildings comprised within title numbers SYK455378 and SYK550568
<b>"Permitted Use";</b>	use as a respite facility for people in need of care within Use Class C2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.
<b>"Plan ";</b>	the plan attached to this lease.
<b>"Property";</b>	Respite Unit known as The Brambles Silver Street Dodworth Barnsley S75 3NP containing 1050 square metres or thereabouts and shown edged red on the Plan but excluding any Service Media in, on, under or over that unit (whether in existence at the date of this lease or installed during the term) that are used by that unit in common with any other part of the Estate.
<b>"Rent Commencement Date";</b>	14 April 2009



<b>"Rent Payment Dates";</b>	1 <sup>st</sup> January, 1 <sup>st</sup> April, 1 <sup>st</sup> July and 1 <sup>st</sup> October.
<b>"Reservations";</b>	all of the rights excepted, reserved and granted to the Landlord by this lease.
<b>"Service Media";</b>	the lifts and lift machinery and equipment and all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
<b>"Services";</b>	the services listed in clause 7.1.
<b>"Superior Lease";</b>	a lease dated 20 <sup>th</sup> March 2008 and made between the Tenant (1) the Landlord (2) for a term of 125 years from the 20 <sup>th</sup> March 2008 and being the land comprised within title number SYK550568.
<b>"Third Party Rights";</b>	all rights, covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in the property register of title numbers SYK455378 and SYK550568 and in particular the covenants and conditions contained in the Superior Lease.
<b>"VAT";</b>	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.
<b>"1954 Act";</b>	Landlord and Tenant Act 1954.

- 1.2 A reference to this **"lease"**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **"Landlord"** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **"Tenant"** includes a reference to its successors in title and assigns. A reference to a **"guarantor"** is a reference to a guarantor includes a reference to the any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **"fair proportion"** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

- 1.5 The expressions **"landlord covenant"** and **"tenant covenant"** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **"Common Parts"**, the **"Estate"**, a **"Lettable Unit"** and the **"Property"** are to the whole and any part of them or it.
- 1.7 The expression **"neighbouring property"** does not include the Estate.
- 1.8 A reference to the **"term"** is to the Contractual Term and any agreed or statutory continuation of this lease.
- 1.9 A reference to the **"end of the term"** is to the end of the term however it ends.
- 1.10 References to the **"consent"** of the Landlord are to the consent of the Landlord given in accordance with clause 39.4 and references to the **"approval"** of the Landlord are to the approval of the Landlord given in accordance with clause 39.5
- 1.11 A **"working day"** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.15 Unless the context otherwise requires, where the words "include(s)" or "including" are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.16 A "person" includes a corporate or unincorporated body.
- 1.17 References to "writing" or "written" do not include email.
- 1.18 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

## 2. GRANT

- 2.1 The Landlord lets with full title guarantee (but subject to the limitations contained in clause 41) the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
  - 2.3.1 the Annual Rent and all VAT in respect of it;
  - 2.3.2 all interest payable under this lease; and
  - 2.3.3 all other sums due under this lease.

## 3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the "Rights"):
  - 3.1.1 the right to use and to connect into any Service Media at the Estate that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed during the perpetuity period;
  - 3.1.2 the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease

- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 29.1
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1.1, the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced
- 3.7 In exercising the rights mentioned in clause 3.1.1 and 3.1.2, the Tenant shall cause as little inconvenience and damage to the Common Parts and the other tenants and occupiers of the Estate as is reasonably practicable and shall promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts by reason of the Tenant exercising that Right.
- 3.8 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any Lettable Unit or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any Lettable Unit or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

#### **4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Estate and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
  - 4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
  - 4.1.2 the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or

constructed hereafter during the term; the right to install and construct Service Media at the Property to serve any part of the Estate (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;

- 4.1.3 at any time during the term, the full and free right to develop any part of the Estate (other than the Property) or any part of the Common Parts over which rights are expressly granted by this deed and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
  - 4.1.4 the right to erect scaffolding at the Property or on the Estate and attach it to any building on the Property in connection with any of the Reservations;
  - 4.1.5 the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- and
- 4.1.6 the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1.1 are exercised.

**notwithstanding** that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property:

- 4.2.1 to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and
- 4.2.2 for any other purpose mentioned in or connected with:
  - 4.2.2.1 this lease;
  - 4.2.2.2 the Reservations; and
  - 4.2.2.3 the Landlord's interest in the Property or the Estate.

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

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

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

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

**5. THIRD PARTY RIGHTS**

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

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

**6. THE ANNUAL RENT**

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

6.2 The first payment of Annual Rent for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date shall be made on the date of this lease

**7. SERVICES**

7.1 The Landlord will use its reasonable endeavours to supply the Services in accordance with the service standards specified in the Second Schedule but the Landlord shall not be liable for any failure or delay caused by industrial disputes shortage of supplies inclement weather and any other causes beyond the control of the Landlord. In particular the Landlord shall not be required to replace or repair any parts of the interior of the Property damaged or

destroyed (otherwise than by an Insured Risk) caused by a deliberate act or any negligence on the part of the Tenant or anyone at the Property with the Tenant's authority

7.2 The "Services" are:

- 7.2.1 cleaning, maintaining and repairing the Common Parts including all Service Media forming the Common Parts;
- 7.2.2 lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts;
- 7.2.3 cleaning maintaining repairing and replacing following parts of the Property:-
  - a. The fixed electrical systems.
  - b. The fire alarms.
  - c. The fire extinguishers.
  - d. The gas supply and equipment.
  - e. The structure of the building on the Property including the roof and roof surfaces the external and structural walls and the foundations of the building.
- 7.2.4 cleaning and maintenance of the water system serving the property with a view to preventing the spread of legionella.
- 7.2.5 cleaning maintenance and servicing of the gas and electrical systems at the Property.
- 7.2.6 the decoration of all external parts of the Property which are normally decorated or treated at such times during the term as the Landlord shall (acting reasonably) consider necessary.
- 7.2.7 maintaining the landscaped and grassed areas of the Property.

8. INSURANCE

8.1 Subject to clause 8.2, the Landlord shall keep the Property and the Common Parts insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The Landlord's obligation to insure is subject to:

- 8.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

8.2.2 insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3 The Tenant shall:

- 8.3.1 give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- 8.3.2 not do or omit anything as a result of which any policy of insurance of the Estate or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- 8.3.3 comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
- 8.3.4 give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- 8.3.5 not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- 8.3.6 pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay (in relation to the Estate) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

8.4 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Property or the Common Parts to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property or the Common Parts, as the case may be. The Landlord shall not be obliged to:

- 8.4.1 provide accommodation or facilities identical in layout or design to the previously at the Property or the Common Parts is provided; or
- 8.4.2 repair or rebuild the Property or the Common Parts after a notice has been served pursuant to clause 8.5 or clause 8.6.



8.5 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

8.6 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

## 9. RATES AND TAXES

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

9.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

9.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

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

9.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

**10. UTILITIES**

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

**11. VAT**

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

**12. DEFAULT INTEREST AND INTEREST**

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

**13. COSTS**

13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

- 13.1.1 the enforcement of the tenant covenants of this lease;
- 13.1.2 serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 13.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- 13.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; and
- 13.1.5 any consent or approval applied for under this lease, whether or not it is granted.

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

**14. COMPENSATION ON VACATING**

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1927 or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

**15. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

**16. REGISTRATION OF THIS LEASE**

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

**17. ASSIGNMENTS**

The Tenant shall not assign the whole of this lease except with the prior consent of the Landlord such consent not to be unreasonably withheld

**18. UNDERLETTINGS**

The Tenant shall not underlet the whole or any part of the Property without the consent of the Landlord such consent not to be unreasonably withheld

**19. SHARING OCCUPATION**

19.1 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the 1954 Act) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

19.2 The Tenant may share occupation of the Property with any person or organisation which is either in receipt of respite care or providing respite care provided that no relationship of landlord and tenant is established by that arrangement. and for the avoidance of doubt the existence of a Service Level Agreement dated 26<sup>th</sup> May 2009 between the Tenant and St Anne's Community Services for the purpose of provision of specialist respite support from the Property for a period of 3 years up to 31<sup>st</sup> March 2012 with an option to extend for a further 2 years thereafter shall be deemed not to be in breach of this provisio

20. Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

**21 REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

21.1 In this clause a "Transaction" is:

21.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

21.1.2 the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

21.1.3 the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the

relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall:

21.3.1 give the Landlord's solicitors notice of the Transaction; and

21.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

21.3.3 pay the Landlord's solicitors a registration fee of £30 (plus VAT).

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

## **22 CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Immediately after the end of the term and notwithstanding that the term has ended, the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

## **23. REPAIRS**

23.1 Subject to the provision of the Services by the Landlord the Tenant shall keep the interior of the Property clean and tidy and in good repair and condition.

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

23.2.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or

23.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

23.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there. The Tenant shall clean all windows at the Property as often as is necessary.

**24. DECORATION**

24.1 The Tenant shall decorate the inside of the Property not less than every five years and also in the last three months before the end of the term (however it ends).

24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

24.3 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

**25 ALTERATIONS**

25.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld

24.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

25.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

**26. SIGNS**

26.1 In this clause "Signs" include signs, fascia, placards, boards, posters and advertisements.

26.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate

to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld.

26.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

## **27. RETURNING THE PROPERTY TO THE LANDLORD**

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

27.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

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

27.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

27.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

## **28 USE**

28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use except with the prior consent of the Landlord such consent not to be unreasonably withheld

28.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Lettable Units or any owner or occupier of neighbouring property.

28.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

## **29 MANAGEMENT OF THE ESTATE**

29.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Estate.

29.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other Lettable Unit or any neighbouring property.

## **30. COMPLIANCE WITH LAWS**

30.1 The Tenant shall comply with all laws relating to:

30.1.1 the Property and the occupation and use of the Property by the Tenant;

30.1.2 the use of all Service Media and machinery and equipment at or serving the Property;

30.1.3 any works carried out at the Property; and

30.1.4 all materials kept at or disposed from the Property.

30.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

30.3 Within five working days after receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant shall:

30.3.1 send a copy of the relevant document to the Landlord; and

30.3.2 in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.



30.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.

30.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

30.6 The Tenant shall 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.30.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

30.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

**31. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

31.1 The Tenant shall not grant any right or licence over the Property to any person.

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

31.2.1 immediately give notice to the Landlord; and

31.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

31.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Estate nor obstruct any means of access to the Property or the Estate.

31.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Estate or that the means of

access to the Property or the Estate is enjoyed with the consent of any third party.

31.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:

31.5.1 immediately notify the Landlord; and

31.5.2 take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

## **32 REMEDY BREACHES**

32.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

32.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

32.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

32.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 36.

## **33. INDEMNITY**

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

## **34. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have

quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord.

**35. GUARANTEE AND INDEMNITY**

35.1 The provisions of the First Schedule apply.

35.2 If any of the events mentioned in clause 36.1.3 occurs in relation to a guarantor that is a corporation, or if any of the events mentioned in clause 36.1.4 occurs in relation to one or more individuals that is a guarantor or if one or more of those individuals dies or becomes incapable of managing its affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

35.3 clause 36.2 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

35.4 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

**36. CONDITION FOR RE-ENTRY .**

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

36.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

36.1.2 any breach of any condition of, or tenant covenant, in this lease;

36.1.3 where the Tenant or any guarantor is a corporation,

36.1.3.1 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 or guarantor; or

36.1.3.2 the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or

36.1.3.3 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 or the guarantor; or

36.1.3.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or

36.1.3.5 the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

36.1.3.6 the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or

36.1.3.7 the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or

36.1.3.8 the Tenant or guarantor otherwise ceasing to exist,

36.1.4 where the Tenant or any guarantor is an individual:

36.1.4.1 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 or guarantor; or

36.1.4.2 the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

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

## 37. LIABILITY

37.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

37.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

37.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the

failure and the Landlord has not remedied the failure within a reasonable time.

**38 ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

381.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

38.2 The Tenant acknowledges that in entering into this lease it has not relied on nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

38.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Common Parts may lawfully be used for any purpose allowed by this lease.

38.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

**39 NOTICES, CONSENTS AND APPROVALS**

39.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

39.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

39.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

39.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

39.4.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord; and

39.4.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

39.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

39.5.1 the approval is being given in a case of emergency; or

39.5.2 this lease expressly states that the approval need not be in writing.

39.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

#### **40 GOVERNING LAW AND JURISDICTION**

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

40.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims) except any disputes relating to the Services and the Service Charge which shall be determined in accordance with clause 40.3.

40.3 If there is any dispute between the parties relating to the Services the matter shall be referred to the determination of a chartered surveyor who shall act as an expert. ("Expert"). The Expert shall be appointed by agreement between the Landlord and the Tenant and in the absence of an agreement within two weeks of a request in writing from either party to the other to agree an appointment either party may refer the appointment to the president or other most senior available officer of the Royal Institution of Chartered Surveyors (the "President"). The Expert shall:-

40.3.1 Give the Landlord and the Tenant an opportunity to make written representations to him and to make counter representations commenting upon the representations of the other party but shall otherwise determine the procedure to be adopted; and

40.3.2 Not to be entitled to award the rectification setting aside or cancellation of this lease or any other deed or document; and

40.3.3 Serve his award on both the Landlord and the Tenant which shall be deemed to be made on the date on which he serves a copy of the award on the Landlord and the Tenant and if the award is served in the Landlord and the Tenant on different dates then the later of the two dates on which the award is served; and

4.3.4 determine the costs of his appointment and any Counsel's fees incurred and state whether it shall be payable by the Landlord or the Tenant or the proportions in which his fees and costs shall be payable. If he does not make a direction as to costs then each of the Landlord and Tenant will bear the costs equally. The parties shall otherwise bear their own costs.

40.1.5 Deal with the determination of the dispute promptly and if he shall fail to do so or die or become incapable the parties may apply to the President to appoint another person to act as the Expert

**41 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1994**

41.1 For the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act"):-

41.1.1 All matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Tenant for the purposes of Section 6(2)a of the Act notwithstanding Section 6(3) of the Act; and

41.1.2 For the purposes of Section 3 of the Act the Landlord shall not be liable in respect of any rights or encumbrance affecting the Property that it does not know about; and

41.1.3 The cost of further assurance contained in Section 2 of the Act shall be born by the Tenant.

**42 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No term of this lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

**43 LANDLORD AND TENANT (COVENANTS) ACT 1995**

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995. The Tenant covenants with the Landlord to observe and perform the tenants covenants in the Superior Lease except the covenant for the payment of rent.

**44 SUPERIOR LEASE**

The Tenant covenants with the Landlord to observe and perform the Tenant covenants in the Superior Lease except the covenant for the payment of rent insofar as they relate to and affect the Property

**45. TENANTS OPTION TO ACQUIRE OPTION PROPERTY**

45.1 The Landlord hereby grants to the Tenant the right to acquire Option Property during the Option Period by serving an Option Notice on the Landlord

45.2 The Option may only be exercised in respect of the whole of the Option Property and not in respect of party only of it

45.3 By exercising the Option the Tenant will be acknowledging that the Landlord has given the Tenant the opportunity to inspect survey and carry out investigations as to the condition of the Option Property and that the Tenant has formed its own view as to the condition and suitability of the Option Property for the Tenant's purposes

45.4 On the Option Date the parties will enter into the deed in the form contained in the fourth schedule

45.5 If the Tenant does not exercise the Option the Landlord and the Tenant will at the expiry of the Contractual Term enter into the deed of variation relating to the Superior Lease in the form contained in the fifth schedule

45.6 Upon the exercise of the Option the Part 1 Conditions will be incorporated into this deed insofar as they :-

- a) apply to a sale by private treaty
- b) relate to leasehold and freehold property
- c) are not inconsistent with the other clauses in this lease and
- d) have not been modified or excluded by any of the other clauses in this lease



45.7 Upon exercise of the Option the Part 2 Conditions will not be incorporated into this lease

45.8 The following Conditions are amended:-

a) Condition 1.13 (b) so as to read "in the case of the Landlord, even though a mortgage remains secured on the Option Property, if the amount to be paid on completion enables the Option Property to be transferred free of all mortgages (except those to which the sale is expressly subject) or of the Landlord produces reasonable evidence that this is the case)

b) Condition 9.1.1 so as to read "if any plan or statement in the lease, or in written replies raised by the Tenant's conveyance before the date of this lease, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows"

45.9 The following Conditions shall not apply

a) Conditions 1.1.4 (a) and 1.3;

b) Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3

c) Conditions 6.1, 6.2, 6.3.1, 6.4.2 and 6.6.2 ; and

d) Conditions 7.1.2, 7.1.3 and 7.1.4 (b)

45.10 The Tenant will not be entitled to refuse to complete or delay completion of either of the deeds specified in the fourth and fifth schedules hereto due to an event occurring after the exercise of the Option that results in :-

a)\_ any damage to the Option Property or any part of it; or

b) any deterioration in the Option Property's condition

45.11 The Owner's title to the Option Property has been deduced to the Tenants before the date of this agreement which are comprised in title numbers specified in prescribed clauses LR2.1 and the Tenant is deemed to have full knowledge of the Landlord's title to the Property and is not entitled to raise any objection enquiry requisition or claim in relation to it save for any entries on the registers of title number SYK 455378 after the 23<sup>rd</sup> November 2010 12:20:18 and in respect of title number SYK 550568 after the 23<sup>rd</sup> November at 12:18:17

45.12 The Tenant will pay the Landlord's reasonable legal and surveyor's costs and disbursements (on a full indemnity basis including any irrecoverable VAT) incurred in connection with the completion of the deeds specified in the fourth schedule and the fifth schedule on the completion of either of the said deeds

45.13 Completion will take place on the Option Date

45.14 If the Option is not exercised in accordance with the terms of this clause then within 10 working days after the expiry of the Option Period the Tenant will remove all entries relating to the Option registered against the Landlord's title to the Option Property

45.15 On the exercise of the Option the Landlord will transfer the Option Property free from incumbrances other than:-

45.15.1 Any matters common other than any financial charges, contained or referred to in the entries or records made in registers maintained by the Land Registry as at 23<sup>rd</sup> November 2010

45.15.2 Any matters discoverable by inspection of the Property before the date of exercise of the Option Property

45.15.3 Any matters which the Landlord does not know about

45.15.4 Any matters other than any charges which would have been disclosed by searches and enquiries which a prudent buyer would have made before exercising the Option

45.15.5 Public requirements

45.15.6 Any matters which are unregistered interests which override registered dispositions under the Land Registration Act 2002

45.15.7 All matters contained in the Superior Lease

45.15.8. The Tenant is deemed to have full knowledge of the matters referred to in clause

45.15.7 and will not raise any enquiries objections requisitions or claim in respect of any of them

45.16 On completion of the transfer of the Option Property the Landlord will procure that its Solicitors will contemporaneously provide the Tenant with a signed and dated form of certification addressed to the Land Registry in or substantially in the format below or such other reasonable format as shall at the relevant time be sufficient to satisfy the restriction at entry number 2 of the Proprietorship Register of Title Number SYK550568 so as to facilitate registration of the Tenant as proprietor of the Option Property free of such restriction:

"As Solicitors for South Yorkshire Housing Association Limited which has today transferred (inter alia) its title in land comprised in Title Number SYK550568 to Barnsley Metropolitan Borough Council we certify that the property so transferred is not a social housing dwelling

and that the provisions of Section 172 Housing and Regeneration Act 2008 do not apply to the disposition”

#### **46 Landlords covenants in relation to the Property**

The Landlord will not during the Option Period charge or create any other encumbrance affecting the Property without the consent of the Tenant such consent not to be unreasonably withheld or delayed. For the avoidance of doubt consent will be granted for the following:-

- a) any easement over the Property reasonably necessary to grant rights in favour of a utility supplier; and
- b) any financial charge provided the Landlord gives an assurance satisfactory to the Tenant (acting reasonably) that the said charge will be discharged if the Option is exercised

#### **47. Charities Act 1993**

The Property and the Option Property is held by or on behalf of the Landlord an exempt charity

IN WITNESS WHEREOF this document has been executed and delivered as a lease on the dates dated in prescribed clause LR1.

## The First Schedule

### Guarantee and indemnity

#### 1. GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

1.1.1 pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

1.1.2 observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the "**Authorised Guarantee Agreement**") and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

1.2.1 to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and

1.2.2 to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

#### 2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under paragraph 1.1.1 and paragraph 1.2.1 shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be affected by:

2.2.1 any time or indulgence granted by the Landlord to the Tenant; or

2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

2.2.3 any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or

- 2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- 2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- 2.2.6 a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- 2.2.7 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- 2.2.8 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- 2.2.9 without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- 2.2.10 the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express written release under seal of the Guarantor by the Landlord.

- 2.3 The liability of each of the persons making up the Guarantor is joint and several.
- 2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

### **3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS**

- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:
  - 3.2.1 the variation is material or prejudicial to the Guarantor; or

3.2.2 the variation is made in any document; or

3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

#### 4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

4.2.1 be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

4.2.2 be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and

4.2.4 otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

**5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER**

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- 5.1.1 the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- 5.1.2 the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

**6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR**

6.1 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 obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

**7. OTHER SECURITIES**

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.



## **The Second Schedule**

### **Definitions of day to day cyclical and major repairs and timescales for repair and servicing of equipment**

#### **Repairs and Maintenance Service:**

##### **1. Policy**

1.1 The Landlord provides responsive repairs and planned maintenance service for the benefit of its customers and tenants.

We aim to maintain a quality service and fulfil legal and statutory obligations and complete all responsive repairs on the first visit within our stated performance times whilst providing value for money. This service should be available equally to ALL TENANTS and internal customers.

The Landlord will ensure that we are able to measure its performance in terms of response times and the overall efficiency and effectiveness of the service and standards of workmanship.

The Property Services Department of the Landlord will provide a "Property Management/Repairs" Manual which will provide a comprehensive guide to the Landlord policies and procedures. The manual will be scheme/agency specific and will be divided into a number of sections and cover different work areas. It will outline the Association's and project responsibilities for maintenance and service delivery.

##### **2. Repair Categories**

###### **2.1 Day to Day Repairs**

Day to Day repairs are responsive repairs normally reported by the tenant or project workers. Each consists of a one-off repair to something that is broken, damaged or a service facility, which is not working properly. Works are carried out within pre-defined repair priorities as detailed below.

###### **2.2 Void Repairs**

Void repairs are repairs, which are carried out to the Landlord vacant stock when there is a change of tenancy. We aim to process empty properties in an efficient and

timely fashion in order to reduce costs and to assist early choices for our prospective tenants on the waiting list. We will also make sure that the works to make the properties ready for letting are carried out to a high standard as detailed in the void management procedure. The works are procured using the schedule of rates and may include a number of repairs being carried out within pre-defined completion times as detailed in the void management procedure.

#### Void Repair Response Times:

- Works up to £500-five working days
- Works between £500 and £1000-ten working days
- Works over £1000-fifteen working days.

In the case of Agency and Care Schemes the staff need to confirm in writing that the property is void. If the Association agrees that as a result of the condition of the void it is not lettable then the procedure in terms of void management and response times will be implemented.

### 2.3 Servicing Works

This is routine preventative maintenance work that is carried out to prevent failure of appliances. This may also be as a result of statutory requirements or for areas of high risk. Examples are the servicing of gas, lifts, fire alarms, emergency lighting, protection equipment and water treatment. We aim to regularly service all those appliances, which require routine maintenance in order to keep them in the best condition, to comply with current legislation, and to maintain satisfactory performance. We do this, following manufacturer recommendations and to comply with Health & Safety regulations, statutory regulations, registration requirements and recommended good practice.

Where applicable weekly/monthly monitoring checks for Health & Safety (e.g. fire alarms, emergency lighting, and water temperature etc) is the responsibility of the Agency staff or Care Project managers.

Detailed servicing schedules and guidance will be included within the scheme specific repair manual.

### 2.4 Cyclical Work

Cyclical maintenance works are works, which are carried out on a regular planned cycle basis. Essentially this includes cyclical external decoration programmes for the Association stock. External decoration is currently carried out on the basis of a 6 yearly rolling programme.

Cyclical maintenance programmes will be notified in advance with a minimum of 4 weeks notice in writing before work commences.

Gardening and Landscaping will be carried out by SYHA Property Services Department under a service charge . The responsibility for gardening and landscaping maintenance, which results from a tenant or project's neglect, will become the responsibility of the management organisation/agency. (Estate based properties may occasionally be serviced by the Major landlord).

## 2.5 Stock Improvement Programme

The Stock Improvement Programme is a programme of investment works to improve the condition and the quality of the Associations stock and to ensure that our properties are brought up to a minimum standard to comply with the Decent Homes Standard and Care Standards. This will include the quality of fixtures and fittings, layout and decent standard of repair. We aim to produce an investment plan annually working in co-operation with tenant groups, Housing Management, Agency and Care staff, incorporating neighbourhood planning and within the Associations overall Asset Management Strategy. Our properties will be improved where appropriate through the Asset Management Strategy and completed to the same high standard and specification as our new build and refurbished homes. The standards will include the best principles of "Affordable Warmth" energy recommendations and will be delivered within programme and budget.

Programmes of work will be notified in advance and the Association will give at least 4 weeks notice in writing before any work commences.

For properties where the Association has a limited legal interest we will not be responsible for stock improvement. We will not plan improvements within that period.

## 3. Repair Priorities for Day to Day repairs

3.1 South Yorkshire Housing Association has identified and defined repair priorities. These are as follows:

- **Emergency Repairs Status 1 (To be dealt with within 24 hours)**

- An emergency is defined as something, which could not have been foreseen, and which could cause danger to health, resident's safety, or serious damage or destruction to property.

Emergency call out contractors will normally "make safe" to enable full and proper repairs to be undertaken during normal working hours.

Typical works include:

- Severe roof leaks-subject to the weather.
- Burst pipes.
- Blocked drains.
- Blockage of the only toilet.
- Loss of electrical power or light.
- Loss of gas or heating in cold or severe weather where there is no other form of heating available.
- Security of a property i.e. boarding up.

The Association recognise that older or more vulnerable tenants may need special consideration in certain circumstances.

- **Urgent Repairs Status 2 (To be dealt with within 5 working days)**

These are repairs, which materially affect the comfort or convenience of the tenant or occupier.

Examples include:

- Partial loss of electrical power or light
- Unsafe power ,lighting socket or electrical fitting
- Partial loss of water or gas supply

- Loss or partial loss of space or water heating
- Blocked or leaking drains or soil stack
- Leak from water or heating pipe, tank or cistern
- Leaking roof
- Repairs which need completion following emergency works being carried out

**Routine Repairs Status 3 (To be dealt with within 20 working days)**

These are less urgent repairs and will be attended to within 20 working days.

Examples include

- Brickwork and fencing
- Paving etc.

- 3.2 The Association has adopted the National Housing Federation Schedule of Works and orders are raised on the Property Maintenance repairs system using the pre-defined codes and designated response times. The Officers and Co-ordinators of the Association have the authority to over-ride the response times subject to mitigating circumstances and within their financial limits.

The orders raised are checked via the "daybook" and authorised on a daily basis by the Property Services Manager, Senior Property Services Officer or a Property Services Officer prior to the orders being printed and sent to the contractors.

- 3.3 The Association uses a select list of approved contractors who carry out the work on behalf of the Association. The day to day repairs have been tendered and the Association has now entered into a "Measured Term Contract" with primary contractors who are contracted to work against the costs of the Schedule of Rates plus an up-lift. Performance targets are incorporated within the contract to ensure continuous improvement in the quality of service provided by the primary contractors. The primary contractors (Nu Gas (Barnsley) Ltd, A.Baldwin & Co, DSO or GMT) should be used in the main although specialist contractors may be used from the approved list in certain circumstances where the works/ services are of a specialist nature.

- 3.4 The Property Services Manager has overall responsibility for dealing with Day to Day repairs via the Property Maintenance team and within the Associations Standing Orders.

The responsibilities include the following:

- Identifying repairs and defects.
- Taking repair requests from tenants, housing officers or project workers using the Association's **freephone number 0800 1380 380**, by letter or other mode of request.
- Inspection of repair requests -see Inspection policy and procedure.
- Ordering of works with contractors.
- Post inspection of repair works.
- Authorising payment of invoices.
- Monitoring of work and performance response times.

#### **4. Performance Monitoring**

- 4.1 It is the Property Services Manager's responsibility to prepare statistics to monitor the performance and quality of the Day to Day responsive repairs service, including feedback from Agencies. Response times are monitored against the target date and actual completion and the primary contractors are monitored monthly to compare performance. Monthly contract meetings should be held to review performance of the primary contractors with reports prepared quarterly for the "Performance Review and Strategy team" and the Board of Management.

## Emergency Repairs (Out of Hours Service)

### 1. Policy

The Landlord operates an "emergency" out of hours repairs service which is administered by the Association's own Direct Services Organisation. Its aim is to deal with emergency repairs, which occur outside normal office hours.

It is available out of normal office hours Monday to Friday 5.00pm till 9.00am and all day weekends and bank holidays. The freephone telephone number is **0800 1380 580**.

The Landlord will ensure that there are sufficient contractors on call to deal with the service and ensure that all Agency and Care Project staff are fully conversant with the operation of the out of hours service and procedure.

### 2. Reporting an Emergency Repair

If in the event of an "emergency" the tenant/Agency must make every effort to contact the Landlord or the Emergency Out of Hours Service immediately. However if the service is not available or the Landlord fails to respond to the repair within the agreed timescale, the tenant/Agency may make reasonable immediate arrangements to eliminate the hazard. The tenant/Agency will inform the Landlord in writing with full details of the nature of the emergency, what efforts were made to contact the Landlord and what works were carried out. The Landlord will consider what action to take in the circumstances and may meet the cost of such works unless it has resulted from any act or omission of the tenant or agency. Examples of what constitutes emergency and response times are defined in schedule 7 of the management agreement.

### 3. Gas Safety

- 3.1 In the event of a Gas leak the tenant, management organisation or Agency **MUST** immediately turn off the gas supply at the meter and contact Transco on **0800 111 999** who will attend to disconnect the supply to make safe. The tenant, management organisation or Agency must then notify the Association immediately of the situation so that a repair can be arranged with the Association's contractors.

### SCHEDULE 3

#### The Option Notice

**TO:** South Yorkshire Housing Association Limited/Successor in title at address fax number : For the attention of (position) (such other person/fax number/for the attention of such other person as was last notified in writing by the Landlord or its successor in title)

**By Hand**

By pre-paid first class post (by hand by post or by recorded delivery)

Pursuant to the option ("Option") comprised in a lease dated the 2011 and made between South Yorkshire Housing Association Limited (1) Barnsley Metropolitan Borough Council (2) relating to land and buildings at Silver Street Barnsley comprised in title numbers SYK455378 and SYK550568

Barnsley Metropolitan Borough Council/successor in title gives South Yorkshire Housing Association Limited/successor in title notice of the exercise of the Option contained in the lease to acquire the Option Property on the terms set out in the lease

Date

Signed by

For and on behalf of



**SCHEDULE 4**

Deed of surrender and re-grant

Schedule 5

Deed of Variation



**BARNSELY METROPOLITAN BOROUGH COUNCIL (1)**

**SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED (2)**

**DEED OF SURRENDER AND RE-GRANT**

relating to land and buildings at Silver Street Dodworth Barnsley South Yorkshire S75 3NP

**Taylor&Emmet LLP**  
S O L I C I T O R S

**20 Arundel Gate  
Sheffield  
S1 2PP**

**Telephone: 0114 218 4052**

**Fax: 0114 218 4227**

**Email: [Vincent.green@tayloremmet.co.uk](mailto:Vincent.green@tayloremmet.co.uk)**

**VG/1160-1621-6**

**17 October 2011**

THIS DEED OF SURRENDER AND RE-GRANT is made the

2011

**BETWEEN :-**

**1. Landlord: BARNSELY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South  
Yorkshire S70 2TA

**2. Tenant: SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED** incorporated and  
registered in England and Wales with company number R20165R whose registered office is at 43-  
47 Wellington Street Sheffield S1 4HF

### **1. Interpretation**

**"Freehold Land"** means the land formerly known as 36 Silver Street Dodworth Barnsley which is  
comprised within title number SYK455378

**"Lease"** means the lease dated the 20<sup>th</sup> March 2008 and made between the Landlord (1) the  
Tenant (2) which is registered at the Land Registry with title number SYK550568

**"New Lease"** means the form of lease in respect of the Property contained in the Schedule hereto

**"Plan"** means the plan attached to this deed

**"Property"** means land fronting Silver Street Dodworth more particularly described in clause 1 of  
the New Lease

**"Surrender Property"** the respite unit known as "The Brambles" Silver Street Barnsley S75 3NP  
being that part of the Property comprised in the Lease as was demised by a lease dated  
2011 and made between the Tenant (1) the Landlord (2)

1.2 A reference to the **"Landlord"** includes a reference to the person entitled to the immediate  
reversion to this lease. A reference to the **"Tenant"** includes a reference to its successors in title and  
assigns.

1.3 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for  
the time being, taking account of any amendment, extension, application or re-enactment and  
includes any subordinate laws for the time being in force made under it and all orders, notices,  
codes of practice and guidance made under it

1.4 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this deed

1.5 Clause, Schedule and paragraph headings do not affect the interpretation of this deed

## **2. Surrender**

2.1 In consideration of the grant of the New Lease the Tenant surrenders and yields up to the Landlord with full title guarantee all its estate interest and rights in the Surrender Property and the Landlord accepts the surrender

2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the lease

## **3. Transfer of Freehold Land**

3.1 For the consideration referred to in clause 2.1 hereof the Tenant with full title guarantee transfers the Freehold Land to the Landlord

3.2 For the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act"):-

3.2.1 All matters now recorded in registers open to public inspection are to be considered to be within the actual knowledge of the Landlord for the purposes of Section 6 (2) (A) of the 1994 Act notwithstanding Section 6 (3) of the 1994 Act; and

3.2.2 The Tenant shall not be liable in respect of any right or encumbrance affecting the Freehold Land which it does not actually know about for the purposes of Section 3 of the 1994 Act; and

3.2.3 The cost of further assurance contained in Section 2 of the 1994 Act shall be borne by the Landlord

## **4. Grant of New Lease**

The Landlord with full title guarantee hereby grants to the Tenant the New Lease

## **5. Third Party Rights**

A person who is not a party to this deed shall not have any rights under or in connection with it



**BARNSELY**  
Metropolitan Borough Council

DATED \_\_\_\_\_

BARNSELY METROPOLITAN BOROUGH COUNCIL

to

SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED

LEASE

of land fronting Silver Street Dodworth Barnsley South Yorkshire

Premium: Nil  
Rent p.a.: One Peppercorn  
Term: Beginning on and including 14 April 2024 and ending on  
19 March 2133

A.C. Frosdick LL.B.Dip LG  
Borough Secretary  
Town Hall  
Barnsley  
S70 2TA

<p><b>LR1</b></p>	
<p><b>LR2 Title Number(s)</b></p>	<p><b>LR2.1 Landlord's title number(s)</b>  <i>Title number(s) out of which this Lease is granted. Leave blank if not registered.</i></p> <p>SYK 544455</p> <p><b>LR2.2 Other title number(s)</b>  <i>Existing title number(s) against which entries of matters referred to in LR9 LR10 LR11 and LR13 are to be made.</i></p> <p>None</p>
<p><b>LR3 Parties to this Lease</b>  <i>Give full names, addresses and company's registered number, if any, of such of the parties. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p><b>Landlord</b>  <b>Barnsley Metropolitan Borough Council</b>  <b>Town Hall, Barnsley, S70 2TA</b></p> <p><b>Tenant</b>  <b>South Yorkshire Housing Association</b>  <b>Limited, 43-47 Wellington Street, Sheffield,</b>  <b>S1 4HF</b></p> <p><b>Other Parties</b>  None</p>
<p><b>LR4 Property</b>  <i>Insert a full description of the land being leased or refer to the clause, schedule or paragraph of a schedule in this Lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this Lease and any floor levels must be specified.</i></p>	<p><b>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.</b></p> <p><b>Land fronting Silver Street, Dodworth, Barnsley more particularly described in Clause 1 of the Lease</b></p>
<p><b>LR5 Prescribed statements etc.</b>  <i>If this Lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the statement.</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this Lease.</i></p>	<p><b>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.</b></p> <p>Clause 6</p> <p><b>LR5.2 This Lease is made under, or by reference to, provisions of:</b></p>



<p><b>LR6 Term for which the Property is leased</b>  <i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><b>The term is as follows:</b></p> <p>Beginning on and including 14 April 2024 and ending on 19 March 2133</p>
<p><b>LR7 Premium</b>  <i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>Nil</p>
<p><b>LR8 Prohibitions or restrictions on disposing of this Lease</b>  <i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provisions.</i></p>	<p><b>This Lease contains a provision that prohibits or restricts dispositions</b></p>
<p><b>LR9 Rights of acquisition etc.</b>  <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i></p>	<p><b>LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this Lease</b></p> <p>None</p>
<p><b>LR10 Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property</b>  <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.</i></p>	<p>None</p>

<p><b>LR11 Easements</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the easements.</i></p>	<p><b>LR11.1 Easements granted by this Lease for the benefit of the Property</b></p> <p>Clause 1</p> <p><b>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</b></p> <p>Clause 1</p>
<p><b>LR12 Estate rentcharge burdening the Property</b>  <i>Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the rentcharge.</i></p>	<p>None</p>
<p><b>LR13 Application for standard form of restriction</b>  <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 of the Land Registration Rules 2003.</i></p>	<p>The parties to this Lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number ]</p> <p>None</p>
<p><b>LR14 Declaration of trust where there is more than one person comprising the tenant</b>  <i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	



2. THE Lessee HEREBY COVENANTS with the Council as follows:-

(1) To pay the reserved rent (if demanded)

(2) From the Commencement Date to pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the owner or occupier of the demised property and any buildings thereon (except only such as the owner is by law bound to pay notwithstanding any contract to the contrary) including any Value Added Tax payable by the Lessee

(3) To take all necessary steps to prevent any encroachment upon the demised property or the acquisition by an owner of land outside the boundaries of the demised property of any new rights of light air passage drainage support or other easement over upon or under the demised property and to give notice to the Council of any threatened encroachment or attempt to acquire any such easement which would affect the legal estate of the Council in the demised property

(4) To pay all proper expenses (including solicitors costs and surveyors fees) incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(5) To indemnify and keep indemnified the Council from and against (a) all liability in respect of loss damage actions proceedings suits claims demands costs and expenses arising from any injury to or death of any person damage to any property movable or immovable the infringement disturbance or destruction of any rights easements or privileges or otherwise by reason of or arising in any way directly indirectly out of the state of repair and condition existence or user of the

demised property including any liability whatsoever in respect of any trees or part thereof which may at any time be upon the land hereby demised (including any branches thereof and any roots thereof which may be or grow to be outside the boundaries thereof) during the said term or by reason of any breach non-observance or non-performance of any covenant on the title of the Council to the demised property

(6) To use the demised property solely for social housing but this clause so far as it relates to the provision of rent only shall not bind a mortgagee of the Lessee or receiver appointed thereby or successor in title or anyone acquiring title from a mortgagee or receiver nor shall such provision be binding in the event that the Lessee is required to dispose of the demised property pursuant to an Act of Parliament

(7) Not to use the demised property or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose or for the purpose of any offensive noisome noxious noisy or dangerous trade business or manufacture or use or permit or suffer the demised property to be used as a public house inn tavern or beershop or for the sale consumption (except private consumption) or distribution of beverages containing alcohol or any other purpose so as to cause any nuisance annoyance damage or inconvenience to the Council their lessees tenants or the owners or occupiers of adjoining or neighbouring property

(8) Not to make or permit or suffer to be made any alterations or additions to the demised property or erect or permit or suffer the erection of any new buildings thereon without the previous consent in writing of the Council to the alterations additions or new buildings proposed and to the plans and specifications

thereof (such consent not to be unreasonably withheld) and to make and construct all such alterations additions and new buildings in conformity with such plans and specifications

(9) Within one month after every approved transfer underlease mortgage or charge by way of legal mortgage of or relating to the demised property or any part thereof to give to the Council's Borough Secretary Town Hall Barnsley S70 2TA a notice in writing thereof specifying the names and addresses of the parties thereto and to pay to the Council the sum of Twenty pounds

(10) That no advertisements bills signs notices or posters shall be displayed or exhibited on any external walls roofs gable ends or fascias or in any windows of any building forming part of the demised property or any walls or fences enclosing the demised property nor shall any hoardings notices notice boards signs or advertisements be erected on any part of the demised property (Provided that the provisions of this sub-clause shall not apply to any sign for sale or to let or any sign advertising the name of the Lessee and the nature of the activities carried on upon the demised property by the Lessee to which the prior written consent of the Council has been given such consent not to be unreasonably withheld) And in the case of any breach of this covenant the Council shall have (in addition to any other remedy) the right at any time without notice to the Lessee or any occupier of the demised property to enter upon the demised property and to remove and destroy at the cost of the Lessee any advertisements bills signs notices posters hoarding or notice boards displayed or erected in breach of this covenant

(11)(a) Not to bring or store upon or permit or suffer to be brought or stored upon the demised property any articles or substances of a dangerous or explosive or specially flammable or combustible nature

(b) Not to cause or permit or suffer any obstructions whatever to any road yard or path which may abut onto or adjoin the demised property

(c) To remove promptly all waste materials and refuse from the demised property

(12) Not (without the previous consent in writing of the Council such consent not to be unreasonably withheld) to erect or permit or suffer to be erected upon or within the demised property any buildings or structures other than permanent buildings or structures (except contractors site offices for use in connection with works authorised hereby) in accordance with Clause 2(6) herein

(13) To pay the costs of abating any nuisance in or upon the demised property pursuant to an order of the relevant local authority at any time during the said term

(14) That all loading and unloading of vehicles shall (where reasonably possible) take place within the boundaries of the demised property

(15)(a) To insure the demised property and any buildings thereon and all additions and alterations thereto forthwith and keep the same insured from loss or damage by fire explosion storm tempest (including lightning) or aircraft (other than hostile) and any articles dropped therefrom in some well established Insurance Office in the full reinstatement value thereof and to pay all premiums necessary for that purpose within fourteen days after the same shall have become due and upon the request of the Director of Finance or other duly authorised agent of the Council

to produce a copy of the policy of such insurance and the receipt for the premium for the then current year Provided that if the Lessee shall at any time fail to keep the demised property insured as aforesaid the Council may do all things necessary to effect and maintain such insurance and any moneys reasonably expended by them for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action

(b) In the event of the demised property or any part thereof being destroyed or damaged by any cause whatsoever then and as often as it shall be so destroyed or damaged the Lessee shall forthwith rebuild and reinstate the same in accordance with plans elevations sections and specifications approved in writing by the Council (such approval not to be unreasonably withheld) the Lessee applying all money received by virtue of the aforementioned insurance in making good the loss or damage in respect of which the same shall have been received and making good any deficiency out of the Lessees own moneys

(c) Not to do or permit or suffer to be done anything whereby the present or any future policy of insurance in respect of the demised property may become void or voidable

(16)(a) Not except in accordance with Sub-clause (b) herein to assign underlet or part in any way with or dispose of the benefit of this Lease other than to a Registered Social Housing Provider without the prior written approval of the Tenant Services Authority (if required) and of the Council such approval not to be unreasonably withheld or delayed in the case of the Council However in the event that no other housing associations are identified the Lessee shall be permitted to assign the benefit of this Lease on the open market with the prior written consent of



the Council such consent not to be unreasonably withheld or delayed but this clause and clause 2(16)(b) shall not bind a mortgagee of the Lessee or receiver appointed thereby or successor in title thereto

(b) Save as permitted in sub-clause (a) above not to sub-let or otherwise part with the possession of the demised property other than by letting individual units within the demised property to residential tenants in the course of the Lessee's duties and responsibilities as a Registered Social Landlord

(17) To keep the demised property and every part thereof and all services thereto in good and substantial repair condition and decoration at all times (including the replacement of any part thereof when necessary) and to maintain all areas of the demised property as shall remain unbuilt upon including any garden to the demised property in a neat and tidy condition throughout the said term to the reasonable satisfaction of the Council and further to be responsible for the repair and maintenance of those boundaries of the demised property as are shown by a 'T' turned inwards on the said plan and the boundary structures on the said boundaries to the like satisfaction of the Council

(18) To permit the Council and their duly authorised agents at any time or times during the term at reasonable times in the day time to enter upon and to examine the state and condition of the demised property and thereupon the Council may serve upon the Lessee notice in writing under the hand of the Council specifying any repairs necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within two calendar months after the date of such notice proceed diligently with the execution of such repairs and the cost

thereof shall be a debt due from the Lessee to the Council and be recoverable forthwith by action

(19) To permit the Council their agents and their respective employees and with the consent of the Council) the lessees tenants or occupiers of adjoining premises of the Council with all necessary workmen machinery equipment and materials at all reasonable times during the said term to enter upon the demised property for the purpose of executing repairs or alterations to or upon such adjoining property inconveniencing the Lessee as little as reasonably possible and making good to the reasonable satisfaction of the Lessee any damage thereby caused

(20) Insofar as it is the Lessee's responsibility under the Lease to be responsible for obtaining any planning consent or building regulation approval which may be required at any time during the said term and to comply with all obligations imposed by and do or execute or cause to be done or executed all such works acts deeds matters and things as under or by virtue of any Act or Acts of Parliament for the time being in force are or shall be properly directed or necessary to be done or executed upon or in respect of the demised property or any part thereof by the Lessee tenant or occupier and in particular but without prejudice to the generality of this clause to comply with all obligations imposed upon the Lessee tenant or occupier under or by virtue of any legislation and at all times to keep the Council indemnified against all claims demand and liability in respect thereof

(21) Insofar as it is the Lessee's responsibility under the Lease forthwith to notify the Council in writing of any notices served by a competent authority and with all due speed to comply with such of the notices as are effective and to keep the

● Council indemnified from and against all actions costs claims demands and liability in respect thereof

(22) To be responsible at the Lessees expense for removing any garages remaining on the demised property after the date of commencement of this Lease

(23) To permit the agents of the Council at any time or times during the final seven years of the said term hereby granted by prior arrangements with the Lessee during the daytime to enter upon the demised property for the purpose of making an inventory of all fixtures then upon the demised property

(24) At the end or sooner determination of the said term to yield up the demised property together with additional buildings erected thereon and all services thereto and all landlords fixtures and fittings in accordance with the covenants on the part of the Lessee herein contained and in all respects to the satisfaction of the Council

(25) Upon making any application hereunder for the consent approval or authority of the Council to pay the administrative charges of the Council for considering and dealing with any such application but without prejudice to the decision in respect of such application

3. THE Council hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants and stipulations contained in this Lease shall and may quietly possess and enjoy the demised property during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

4. IT IS HEREBY AGREED AND DECLARED that:-

- (1) If any covenant on the part of the Lessee herein contained shall not be performed or observed then it shall be lawful for the Council at any time thereafter to re-enter upon the demised property or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to any right of action of the Council in respect of any antecedent breach of the covenants on the part of the Lessee herein contained
- (2) The Lessee shall not acquire or seek to acquire any right of light air way water drainage support or other easement in respect of the demised property which would in any manner diminish obstruct or interfere with the free and unrestricted use either for building or any other purpose of any adjoining or neighbouring property of the Council and these presents shall not be deemed or construed to include any implied grant of any such right as aforesaid
- (3) Nothing contained in this Lease or done hereunder shall affect the powers of the Council as Local Authority Local Planning Authority or in any other capacity whatsoever under or by virtue of any public or local act order regulation bylaw or statutory instrument in operation from time to time in the Borough of Barnsley nor relieve the Lessee from the necessity to obtain all such approvals or consents (in respect of plans or otherwise) as may from time to time be requisite from the Council in any such capacity as aforesaid
- (4) The provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice under this Lease
- (5) Where any consent approval or authority of the Council is required by the Lessee under the terms and conditions hereof application thereof shall be made

(unless otherwise expressly provided herein) to the Borough Secretary of the Council and such consent shall not be unreasonably withheld

(6) The Lessee shall not be entitled to any estate or interest in the soil of any road or footpath adjoining the demised property

(7) (i) The Lessee shall be deemed to have inspected the Planning Register and be deemed to have full knowledge of any planning consents restrictions or conditions affecting the demised property

(ii) The Lessee is satisfied that the demised property is suitable for the permitted use thereof

(iii) The Lessee accepts the demised property in its state and condition at the date hereof

(iv) The Council shall not be liable for or accept any responsibility or claim in respect of adverse site conditions

(8) Except where an organisation is able to provide evidence of exemption all sums payable under or in connection with this Lease in respect of the premium and rent payable or taxable supplies received by the Lessee shall be deemed to be exclusive of Value Added Tax (or any similar tax which shall replace Value Added Tax) and upon the production by the Council to the Lessee of any invoice appropriate to that tax the Lessee shall pay such tax in addition to those sums and the Council shall have the same remedies for non-payment of the tax as if the tax were part of the premium the rent or the supply

(9) The Council shall reserve nomination rights on the said bungalows to be agreed between the Lessee and the Director of Housing Management Services Berneslai Homes Limited or other proper officer for the time being of the Council in

consultation with the Learning Disabilities Board However this clause shall not bind a mortgagee of the Lessee or receiver appointed thereby or successor in title or anyone acquiring title from a mortgagee or receiver

5. IN this Lease unless inconsistent with the context:-

(a) The expressions "the Council" and "the Lessee" shall include their respective successors in title

(b) Any reference to the title of an officer of the Council shall include any person holding such office from time to time by the same or any title substituted therefor or such other officer of the Council as the Council may from time to time appoint to carry out the duties of the officer referred to

(c) Reference to any statute herein contained shall be deemed to refer to any statutory modification or re-enactment thereof and any reference to any rules or regulations made thereunder shall include reference to any rules or regulations from time to time in force

(d) The expression "the demised property" shall include the land hereinbefore described and the buildings thereon together with the boundary walls fences or hedges marked with an inverted 'T' on the said plan and any alterations and additions thereto and any new buildings or structures which may be erected thereon during the said term

6. The demised property will as a result of this Lease be held by or in trust for the Lessee an exempt charity

7. The Council are leasing under the provisions of the Local Government Act 1972 and the Housing Act 1974 and all other powers them enabling

IN WITNESS whereof the Council and the Lessee have caused their respective  
Common Seals to be hereunto affixed the day and year first hereinbefore written

THE COMMON SEAL of Barnsley )  
Metropolitan Borough Council )  
was hereunto affixed in the )  
presence of:- )

Authorised Signatory

THE COMMON SEAL of South )  
Yorkshire Housing Association Limited )  
was hereunto affixed in the presence )  
of:- )

**DATED**

**2024**

**BARNSLEY METROPOLITAN BOROUGH COUNCIL (1)**

**SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED (2)**

**DEED OF VARIATION**

relating to land and buildings at Silver Street Dodworth Barnsley South Yorkshire S73 3NP

**Taylor&Emmet LLP**  
S O L I C I T O R S

**20 Arundel Gate  
Sheffield  
S1 2PP**

**Telephone: 0114 218 4052**

**Fax: 0114 218 4227**

**Email: [Vincent.green@tayloremmet.co.uk](mailto:Vincent.green@tayloremmet.co.uk)**

**VG/1160-1621-6**

**23 November 2010**



THIS DEED OF VARIATION is made the

day of

2024

**BETWEEN:-**

1. **Council** : **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South  
Yorkshire S70 2TA and

2. **Lessee**: **SOUTH YORKSHIRE HOUSING ASSOCIATION LIMITED** incorporated and registered  
in England and Wales with company number R20165R whose registered office is at 43-47  
Wellington Street Sheffield S1 4HF

**WITNESSES** as follows:-

**1. Definitions and Interpretation**

1.1 In this deed :

**"Property"** means the land and buildings comprised within title number SYK550568 which is more particularly described in and demised by the Lease

**"Lease"** means a lease dated the 20<sup>th</sup> March 2008 and made between the Council (1) the Lessee  
(2)

1.2. Reference to **the Council** includes a reference to the person entitled to the immediate reversion to the Lease. A reference to **the Lessee** includes a reference to the **Lessee** and its successors in title and assigns

1.3 A reference to expressions defined in the Lease has the same meaning in this deed unless the context otherwise requires

**2. Background**

The parties have agreed that the Lease shall be varied in manner hereinafter appearing

**3. Variation**

The parties hereto agree and declare that the Lease shall be varied as follows:-

3.1 In clause 3 (3) after the word **"all"** on the first line shall be added the words **"reasonable and"**

3.2 Clause 2 (6) shall be deleted and the following clause shall be substituted therefore

**" 2 (6) to use the demised property solely for the purpose of social housing"**

3.3 Clause 2 (15) shall be deleted and the following clauses shall be substituted.

"2 (15)" To insure the Demised Property and any buildings thereon and all additions and alterations thereto and keep them insured from loss or damage by fire lightning explosion impact tempest flood aircraft and other aerial devices (other than hostile) and such other risks as the tenant may reasonably determine and subject to such cover being available with reputable insurers in the insurance market in the United Kingdom subject to such exclusions and qualifications and limitations as the insurers require and to produce on demand to the Landlord evidence of the cover

3.4 Clause 2 (16) shall be deleted and the following clause shall be substituted

"3.16 (a) Not to assign this Lease otherwise than to a registered social landlord without the prior written approval of the Tenants Services Authority (if required) and of the Council such approval not to be unreasonably withheld or delayed in the case of the Council **provided always** that in the event that no other social landlord are identified the lessee shall be permitted to assign the benefit of this lease on the open market with the prior written consent of the Council such consent not to be unreasonably withheld or delayed but this clause and the following sub clause shall not bind a mortgagee of the lessee or any receiver appointed by it or any successor in title to South Yorkshire Housing Association Limited

"316 (b) save as permitted in sub clause (a) hereof not to sub let or otherwise part with the possession of the Demised Property otherwise than by letting individual units to residential tenants in the course of the lessee's duties and responsibilities as a registered social landlord

3.5. Clause 2 (17) shall be deleted and the following clause shall be substituted

"2 (17) to maintain and repair those boundaries of the Demised Property as are shown by a "T" turned inwards on the said Plan and the boundary structures on the said boundaries to the reasonable satisfaction of the Council

#### **4. Confirmation of Lease**

Subject to the variations contained in this deed the Lease shall continue in all respects

**IN WITNESS** whereof the parties have executed this document as a deed on the date stated at the beginning of it

The Common Seal of

**BARNSELY METROPOLITAN**

**BOROUGH COUNCIL**

was hereunto affixed in the

presence of :-

Authorised Signatory

The Common Seal of

**SOUTH YORKSHIRE HOUSING**

**ASSOCIATION LIMITED**

was hereunto affixed in the

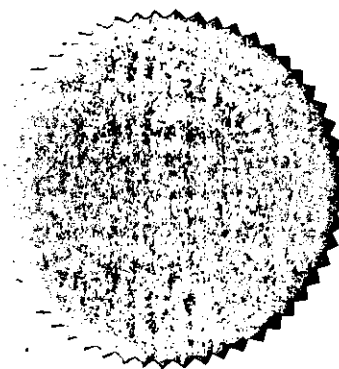
presence of :-

Member of Committee

*B. Gayle.*

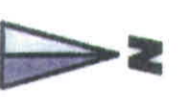
Secretary

*R. York*





Area : 0.25 hectare or thereabouts  
or 0.55 acre or thereabouts



Drawn by: JK1189G  
Drawng no: 24/10/2011  
Date: 24/10/2011  
Scale 1: 800

Project Name :  
SILVER STREET DODWORTH

Drawing Title :

**NPS BARNDSLEY LTD**  
P O BOX 504  
BARNDSLEY  
SOUTH YORKSHIRE S78 8GG  
TEL : 01228 774008  
FAX : 01228 774398  
EMAIL : enquiries@nps.co.uk

