

Rental Space Ref: XXX  
Arch  
Indexation  
3 years



DATED

TENANCY AGREEMENT

between

CDR NOMINEECO 1 LIMITED and CDR NOMINEECO 2 LIMITED  
acting as nominees for **THE ARCH COMPANY PROPERTIES LIMITED**,  
acting as general partner of THE ARCH COMPANY PROPERTIES L.P.  
and

XXXXXX

relating to

XXXXXXXX, XXXXXXXX, XXXXXXXX

Summary Sheet

LANDLORD: CDR NOMINEECO 1 LIMITED (incorporated in England and Wales with company number 11519165) and CDR NOMINEECO 2 LIMITED (incorporated in England and Wales with company number 11519140), each whose registered office is at 140 London Wall, London EC2Y 5DN acting as nominees for **THE ARCH COMPANY PROPERTIES LIMITED** (incorporated in England and Wales with company number 11516452), acting as general partner of THE ARCH COMPANY PROPERTIES L.P. (a Limited Partnership established under the laws of England and Wales with company no LP019713) each of whose principal place of business is at 140 London Wall, London EC2Y 5DN

TENANT: **XXXXXX** of XXXXXX, XXXXXX, XXXXXX, XXXXXX, XXXXXX

PROPERTY: Land covered by and within XXXXXXXX, XXXXXXXX, XXXXXXXX as shown edged blue on the attached plan including any shutters and doors (if any) forming part of the premises. The Arch has an area of approximately [ ] square feet.

TENANCY START DATE: The date of this Agreement.

TENANCY END DATE: The date 3 years after the Tenancy Start Date.

RENT: £XXXX per annum.

RENT DAYS: The 25th day of March, the 24th day of June, the 29th day of September and the 25th day of December.

DEPOSIT £XXX including a sum equivalent to VAT at the rate current at the date of this Agreement.

RENT REVIEW The increase in the Rent calculated as set out under the heading Payment Responsibilities below.

INDEX: The All Items Index of Retail Prices published by the Office for National Statistics or its successors.

INDEXATION: The increase in the Rent calculated as set out under the heading Payment Responsibilities below, and the Multiplier for the purposes of that calculation is 2.0%.

INDEXATION DATE: Each anniversary of the Tenancy Start Date.

INDEX MONTH:	The month prior to the month of the Tenancy Start Date
SERVICE CHARGE:	The sums payable by you as set out under the heading Payment Responsibilities below.
COMPUTING DATE:	31 March in every year of the Term or such other date as we may decide.
AGREED USE:	For use as XXX .
THE SURVEYOR:	Such person as we may appoint in this capacity and whose name and address are notified to you from time to time for this purpose.
INTEREST RATE:	The base lending rate of HSBC plc.
COSTS CONTRIBUTION	£395.00.
INSURED RISKS:	Fire, lightning, explosion, aircraft, subterranean fire, earthquake, riot, civil commotion, malicious damage, impact, flood, storm, bursting or overflowing of water apparatus or pipes (excluding penetration of water and other substances to the Property from the structure of the Arch(es) within which the Property is situated however this occurs) subsidence, theft (damage only), accidental damage, terrorism and such other risks as we decide.
INSURANCE RENT:	The costs incurred by us from time to time (including any insurance premium tax payable) in complying with any obligations we may have under this Agreement to insure the Property (including costs associated with rebuilding, such as professional fees) public liability insurance and against loss of Rent for the Loss of Rent Period.
REGULATIONS:	The regulations we make from time to time in accordance with the principles of good estate management (including but not limited to those set out in the Appendix 2 to this Agreement) and also including any made by the Superior Landlord and notified to you.
LOSS OF RENT PERIOD:	Two years or such other period as we may specify from time to time.

SUPERIOR LANDLORD

Network Rail Infrastructure Limited (Company No 2904587)  
having its registered office at 1 Eversholt Street London  
NW1 2DN and any other person who becomes our  
immediate landlord.

## **LANDLORD AND TENANT ACT 1954**

We and you agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 ("the Act") shall be excluded in relation to this Agreement. Prior to the date of this Agreement we have served on you a notice as required by section 38A(3)(a) of the Act and which applies to this Agreement. You or a person duly authorised to do so on your behalf made a declaration as required by section 38A(3)(b) of the Act. This Agreement has not been entered into pursuant to any earlier written agreement between you and us.

### **1 MAIN TERMS AND DEFINITIONS**

1.1 The Summary Sheet forms part of this Agreement. The words and expressions on the Summary Sheet or set out below have the specific meanings set out against them.

1.2 We will let the Property to you together with any rights set out in the Summary Sheet at the Rent from and including the Tenancy Start Date to and including the Tenancy End Date (referred to as the "Term").

1.3 The Property includes (unless stated otherwise):

Arch - the airspace within the individual Arch together with the end enclosures of any Arch(es), the floor/floor slabs, any cladding, false ceilings or linings within the Arch(es) and all services within the Property but outside the airspace of the Arch(es) and all tenant's fixtures within the Arch(es) but excludes the structure of the viaduct.

1.4 The Property and the rights granted exclude anything excluded from the premises demised by and the rights under the Superior Lease.

1.5 "The Landlord" includes the person or company who at any time has the right to receive rent under this Agreement. 'We' 'our' and 'us' refer to the Landlord.

1.6 "The Tenant" includes the person or company who at any time is given the right by this Agreement to possess the Property. 'You' 'your' and 'yours' refer to the Tenant.

### **2 WE OR THE SUPERIOR LANDLORD RETAIN**

2.1 Where the Property is surrounded by an Arch or Arches, the structure of that Arch and the right to inspect maintain and alter the Arch.

2.2 Any works and equipment we or the Superior Landlord use.

- 2.3 All rights of advertisement on the Property and income from this.
- 2.4 The right to inspect, maintain and alter any such works, equipment, advertisements and any services, to carry out cleaning and decorating which we or the Superior Landlord wish to do and to construct under or over the Property such other works equipment and signage as we or the Superior Landlord consider necessary for the purposes of our undertaking or that of the Superior Landlord.

### **3 ACCESS**

- 3.1 You must allow us or the Superior Landlord (and other people we or the Superior Landlord have authorised) to enter the Property for the purposes of:
- (a) inspecting the condition of the Property or how it is being used;
  - (b) exercising the rights retained by us or the Superior Landlord;
  - (c) carrying out any works which you should have done but failed to do;
  - (d) fixing notices on the Property advertising it for sale or (once notice to end this Agreement has been given) for letting;
  - (e) viewing the Property as a prospective buyer or (once notice to end this Agreement has been given) as a prospective tenant;
  - (f) inspecting, maintaining and altering neighbouring property and any services serving neighbouring property;
  - (g) complying with any present or future legal obligation; and
  - (h) inspecting and testing fire extinguishers and other fire safety equipment.

### **4 PAYMENT RESPONSIBILITIES**

- 4.1 You must pay the following to us as rent and in accordance with the terms of this Agreement:
- (a) Rent;
  - (b) Service Charge;
  - (c) Insurance Rent;
  - (d) any value added tax due under this Agreement;
  - (e) if we supply water and foul drainage to the Property, you must pay us our charges for this at the same time and in the same way that you pay the Rent. We will be able to vary the charges whenever the overall cost to us of providing these services increases. If we decide to disconnect the supplies of water and foul drainage at the end of this Agreement, you must pay us our charges for doing so; and

- (f) all other sums due under this Agreement.
- 4.2 You must pay the first instalment of Rent to us on the Rent Start Date and it shall be a proportion, calculated on a daily basis, for the period from and including the Rent Start Date to and including the day before the next Rent Day. Thereafter, you must pay the Rent in equal payments by direct debit on the Rent Days in every year.
- 4.3 You must not for any reason hold back (the legal term for this is "set-off") any part of the sums payable by you under the terms of this Agreement.
- 4.4 We may apply any payment received from you towards any debt which you owe to us under this Agreement regardless of the nature of the debt and when it was due.
- 4.5 **Rent Indexation:**
- (a) The Rent shall be subject to Indexation on and from each Indexation Date. It shall increase to a sum calculated as follows:
- $A/B \times R + (R \times M)$ .
- (b) On the first Indexation, "A" is the Index figure for the Index Month preceding the first Indexation Date; "B" is the Index figure for the Index Month preceding the Tenancy Start Date; "R" is the Rent at the level payable immediately prior to the first Indexation Date (disregarding any rent free period or concessionary rent); and "M" is the Multiplier set out in the Summary Sheet.
- (c) On each subsequent Indexation "A" is the Index figure for the Index Month preceding the relevant Indexation Date; "B" is the Index figure for the Index Month preceding the previous Indexation Date; "R" is the Rent at the level preceding the relevant Indexation Date (disregarding any rent free period or concessionary rent); and "M" is the Multiplier set out in the Summary Sheet.
- (d) If the Index is rebased the calculation will be adjusted accordingly. If it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause, then we and you shall try within a reasonable time to agree an alternative mechanism for ascertaining the increase in Rent, which may include, or consist of, substituting an alternative index. If we and you cannot agree this then an alternative mechanism shall be determined by the Surveyor.
- 4.6 Except to the extent recovered through the Service Charge, you shall pay on demand a fair proportion (to be determined by the Surveyor whose decision, if made in a proper manner, shall be binding upon you) of the expenses payable by us in respect of inspecting, constructing, testing, repairing, redecorating, rebuilding, renewing, re-laying, lighting, cleansing, maintaining and connecting up all (if any) roads, pavements, passages, boundary walls, fences, service media and all other things used in common by the occupiers of the Property and the occupiers of other premises or from time to time provided for such use.
- 4.7 For the purposes of the Service Charge if applicable:

- (a) **"Annual Expenditure"** means all costs, expenses and outgoings incurred by us during a Service Charge Year in providing or procuring the provision of all or any of the Services, and any value added tax payable on these.
- (b) **"Common Parts"** means the building of which the Property forms part (but excluding the Property itself) and areas and amenities on the Estate made available from time to time by us (or the Superior Landlord) for use in common by the tenants and occupiers of the Estate and visitors to the Estate, or any of them, including the pedestrian ways, forecourts, car parks, loading bays, service roads, landscaped areas, entrance halls, staircases, passages, and areas designated for the keeping and collecting of rubbish, but the expression is not limited to these areas.
- (c) **"Computing Date"** means the date so specified in the summary sheet.
- (d) **"Estimated Service Charge"** means such sum as the Surveyor may demand, having regard to the actual and anticipated cost of providing or procuring the provision of the Services for that Service Charge Year.
- (e) **"Estate"** means the Property together with any other premises belonging to us which share any of the Services with the Property and together also with any other premises belonging to the Superior Landlord which share any of the Services with the Property.
- (f) **"Service Charge Year"** means:
  - (i) firstly the period from the Tenancy Start Date up to the first Computing Date; and subsequently;
  - (ii) each period from the previous Computing Date and ending on the next Computing Date until the last year of the Term, when it shall be;
  - (iii) the period from the Computing Date in the last year of the Term and expiring at the end of the Term.
- (g) **"Services"** means those services, facilities and amenities listed below under the heading "The Services" as may be provided by us from time to time.
- (h) **"Total Annual Service Charge"** means a fair proportion of the Annual Expenditure as reasonably determined by the Surveyor.

#### 4.8 **Payment of Service Charge**

- (a) You must pay to us by way of variable direct debit an Estimated Service Charge in equal instalments on each Rent Day. The first payment (or proportionate payment) is to be paid on the date of this Agreement.
- (b) In relation to the Service Charge Year current at the date of this Agreement, the Estimated Service Charge shall be apportioned so as to be calculated on a daily basis for the period from the date of this Agreement to the end of that Service Charge Year. The Estimated Service Charge for which you are liable shall, during the period from

the date of this Agreement until the end of that Service Charge Year, be paid in equal instalments on the date of this Agreement and the remaining Rent Days.

- (c) Before, or as soon as convenient after, the start of each Service Charge Year we will prepare and send to you a statement of the Estimated Service Charge for that Service Charge Year.
- (d) We may increase (more than once in any Service Charge Year, if necessary) the Estimated Service Charge, having regard to anticipated and/or incurred costs, and you must pay on demand any such sums as additional Estimated Service Charge.
- (e) We will as soon as convenient after each Computing Date prepare a statement showing the Annual Expenditure and the Total Annual Service Charge for the previous Service Charge Year. When preparing this statement we may include, if it has not been included in a previous statement, costs incurred in providing the Services in any previous Service Charge Year. Except where there are obvious mistakes, the statement shall be accepted as correct.
- (f) If the Total Annual Service Charge for any Service Charge Year is more than the Estimated Service Charge for that year, you must pay the difference to us when we ask for it, and if it is less than the Estimated Service Charge, we will deduct the difference from the amount of Rent and Service Charge which you have to pay on the next Rent Day.

#### 4.9 **The Services**

- (a) (Except where this is the direct responsibility of you or any other tenant at the Estate) providing, testing, inspecting, rebuilding, replacing, servicing, maintaining, repairing, amending, cleaning, emptying, draining, overhauling, renewing and insuring (as appropriate) any of the following within the Estate:
  - (i) heating, lighting and hot water;
  - (ii) roads, car parks and footpaths;
  - (iii) boundary walls and fences;
  - (iv) name and direction signs;
  - (v) annual service of shutters or doors;
  - (vi) painting of shutters or doors;
  - (vii) service media, works and facilities (including any new types of these installed after the date of this Agreement) used in common (but where clearing of drains or other works to the service media is necessary solely as a result of your use of the Property or anything which you do or fail to do, you must pay the whole cost yourself);



- (viii) any fire alarm system and fire-fighting equipment in the Common Parts;
  - (ix) such works or other facilities, fixtures, fittings and equipment as we consider we must or should provide for the supply of the Services or for the benefit of the Estate or its tenants or for the maintenance, appearance, upkeep or cleanliness of the Estate;
  - (x) collecting and disposing of rubbish from the tenants or the Common Parts;
  - (xi) cleaning, inspecting, repairing, maintaining, renewing, rebuilding, decorating, treating and polishing any of the Common Parts and the main walls, main structure, roof and foundations of the Estate (except any that are the direct responsibility of you or any other tenant at the Estate);
  - (xii) cleaning the outside of all glass in the Estate as often as we consider it should be done (except where this is the responsibility of you or any other tenant at the Estate);
  - (xiii) preventing or putting right any damage done on the Estate as a result of nuisance except where this is the responsibility of you or any other tenant at the Estate;
  - (xiv) providing security for the Estate as we consider appropriate (which may include the provision, maintenance, replacement and renewal of security equipment including closed circuit television);
  - (xv) providing, maintaining and renewing as we consider appropriate any architectural or ornamental features or murals and any plants, shrubs, trees or other landscaping in the Common Parts and keeping them planted and free from weeds;
  - (xvi) providing and/or performing any other service on the Estate as we think necessary to help us to run the Estate properly or in order to make the Estate safer or more comfortable or convenient for tenants and others who have rights over the Estate.
- (b) The proper fees and disbursements (and any value added tax payable on them) of:
- (i) us, the Surveyor and any other individual, firm or company employed or retained by us as managing agents, surveyors or accountants or otherwise;
  - (ii) any individual, firm or company valuing the Estate for the purposes of assessing the full cost of rebuilding and reinstatement;
  - (iii) the cost of employing (whether by us, the managing agents or any other individual, firm or company) such staff as we consider necessary to enable us to provide the Services;

- (iv) the cost of entering into any contracts to enable us to provide the Services or to do anything else which we think would benefit the tenants of the Estate generally;
- (v) insuring the Common Parts against third party risks and public liability and such further risks as we think should be insured against and also the cost of complying with any requirements of our insurers in relation to the Estate except where this is the responsibility of you or any other tenant of the Estate;
- (vi) all rates, taxes, assessments, duties, charges, impositions and outgoings which are charged on the whole of the Estate rather than on an individual unit on the Estate, and/ or the Common Parts;
- (vii) the cost of supplying electricity, gas, oil or other fuel to enable us to provide the Services;
- (viii) the cost, of supplying to any tenant of the Estate copies of any Regulations made by us;
- (ix) the cost of complying with or objecting to any provision in any statute, bye-law or notice concerning town planning, public health, highways, streets, drainage or other matters which relate or might relate to the Estate or any part of it except where this is the responsibility of you or any other tenant of the Estate;
- (x) any costs or charges incurred by us (including reasonable and proper management costs) in relation to the Estate under any scheme or schemes relating to energy consumption and/or the reduction of emissions;
- (xi) any costs or charges payable by us for anything benefiting the Property in common with other property;
- (xii) any provision for anticipated expenditure and/or (where the Estate continues to derive a benefit from such expenditure) the recovery of historic expenditure (including expenditure which pre-dates the date of this Agreement) in respect of any of the Services as we in our absolute discretion consider appropriate;
- (xiii) all other expenses which we incur in providing any of the Services and in complying with our obligations under this Agreement;
- (xiv) a fair proportion of the cost of any Services provided by the Superior Landlord.

4.10 You must pay to us on demand:

- (a) the Insurance Rent (if we insure the Property together with other premises the Insurance Rent shall be a fair share (as decided by the Surveyor) of the total cost);
- (b) any increase in the Insurance Rent caused by a breach of your obligations under this Agreement;

- (c) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy;
  - (d) any costs that we incur in obtaining a valuation of the Property for insurance purposes; and
  - (e) the amount of the public liability insurance attributable to the Property if insured by us.
- 4.11 You must pay the Costs Contribution for our costs of preparation of this Agreement.
- 4.12 You must pay interest at 4 per cent above the Interest Rate on any of the payments mentioned in this Agreement (including value added tax) when (in the case of the Rent) overdue or (in the case of other payments) overdue and unpaid for more than ten days after demand, and interest is to be paid from the date when due until actual payment, and shall be compounded on the Rent Days provided that:
- (a) if it becomes impossible to know what the Interest Rate is, we may use another reasonable rate;
  - (b) once the Rent Review has been determined you must pay interest at the Interest Rate on any arrears of increase, which shall be calculated as if the increase fell due on the Rent Days. That interest shall run from and including the Rent Review Date while the arrears are unpaid until 10 days after the arrears are demanded by us, but if you pay after the 10 day period then interest will be 4 per cent above the Interest Rate until actual payment.
- 4.13 You are to pay promptly all rates, taxes and outgoings (even new kinds of these) relating to the Property including any assessed against us except for any tax payable by us as a direct result of a disposal of our interest in the Property.
- 4.14 You are to pay promptly the costs and expenses which we incur including surveyors' fees and enforcement officer's charges in connection with:
- (a) dealing with any application by you for a consent or approval (whether or not it is given) and supervising any approved works;
  - (b) preparing and serving a notice of breach of your obligations (under s.146 Law of Property Act 1925) even if forfeiture of this Agreement is avoided without a court order;
  - (c) preparing and serving notices and schedules relating to lack of repair to the Property and agreeing and supervising the works needed to remedy such lack of repair;
  - (d) the recovery of sums due under this Agreement including the use of CRAR (commercial rent arrears recovery) procedure under s 72 (1) Tribunals, Courts and Enforcement Act 2007;
  - (e) the enforcement of your covenants in this Agreement;

- (f) dealing with any payments made by you which you have not paid by means of direct debit (if this Agreement requires you to make such payments by direct debit); and
- (g) inspecting the condition of the Property and how it is being used.

5 You are responsible for the following and must not authorise or allow anyone else to disobey them:

5.1 **Use**

- (a) You must not use the Property otherwise than for the Agreed Use.
- (b) Notwithstanding the Agreed Use you must not use the Property for the purposes of waste storage and/or processing; car repairs; car breaking; residential use or a substation.
- (c) You must not do anything at the Property which may be dangerous, offensive, illegal or immoral or which would cause damage, nuisance, annoyance or inconvenience to us or our other tenants or the occupiers of any neighbouring property.
- (d) You must observe all present or future legal requirements applying to the Property and how it is used and relating to the operation of any equipment which is used at the Property including carrying out any work needed under any legislation.
- (e) You must comply with any Regulations of which we notify you concerning the use of the Property.
- (f) Unless the supply is arranged by us and payment recovered through the Service Charge, you must make your own arrangements for any services required for the Property and pay to the supply authority their related charges.
- (g) You must not apply for or put into effect any planning permission for the Property without our written permission and applications must be made in the joint names of you and us.
- (h) You must remove at our request and afterwards replace any cladding, false ceilings or linings in any Arches surrounding the Property.
- (i) If we notify you in writing that our Fire Safety Engineers consider that any substance or process is a risk to the safety of the railway, you must not bring that substance on to or use that process on the Property. If you are already using that substance or process, you must stop doing so and dispose safely of the substance and of any equipment used in that process as soon as you reasonably can.
- (j) You must not leave the Property continuously unoccupied for more than one month.

## 5.2 **Transfer**

You must not transfer, sublet, charge, share or part with possession of the whole or any part of the Property.

## 5.3 **Condition**

- (a) You must keep all parts of the Property in good repair and condition.
- (b) You do not have to restore the Property to this state and condition in the event of loss or damage by an Insured Risk unless insurance cover or payment has been cancelled, refused or limited because you have not complied with your obligations under this Agreement.
- (c) You must not make any external or structural alteration or addition to the Property.
- (d) You must not paint the brickwork of the Arch.
- (e) You must not make any internal, non-structural alteration to the Property (including the alteration or installation of electrical or other services) without first obtaining the written agreement of the Surveyor and the Surveyor's approval of your plans and specifications. You must remove any alteration or addition for which we have not given you permission as soon as we ask you to.
- (f) If you have made any alterations or additions to the Property during this Agreement or any previous tenancy then (unless and to the extent that the Surveyor notifies you not to do so) you must remove them before the end of this Agreement and make good any damage caused by such removal to the satisfaction of the Surveyor.
- (g) If called upon by us to do so, you must decorate the Property in the last 3 months before the end of this Agreement. All decoration must be carried out in a good and proper manner using materials, designs and colours approved by the Surveyor.

## 6 **IF YOU DO NOT CARRY OUT YOUR RESPONSIBILITIES**

- 6.1 If we serve you with a written notice because you have not carried out your responsibilities under this Agreement, you must comply within the timescales set out in such notice (or immediately if there is an emergency).
- 6.2 If you do not do this, we have the right to enter the Property and put right the problem. You must pay us, when we ask, all our costs and expenses.
- 6.3 If you leave anything which belongs to you in the Property at the end of this Agreement (however it ends), we can sell these goods for you or dispose of them in some other way. We will give you any money we receive from selling your goods, less our expenses. If we do not receive any money from disposing of your goods but incur costs, you must pay those costs to us when we ask you to and when we give you evidence of the amount.

## 7 **INSURANCE, REINSTATEMENT AND RENT SUSPENSION**

7.1 We will insure:

- (a) the Property, excluding any plate glass in the Property; and
- (b) the fixtures and fittings at the Property but not any fixtures and fittings which you have installed for your own purposes.

7.2 Our obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to us.

7.3 We will not insure your belongings or those of any other person which are in the Property.

7.4 We may insure, but do not have to, any buildings or other structures which are erected on the Property after the Tenancy Start Date.

7.5 The insurance will be against loss or damage by the Insured Risks and for the amount which we decide will cover the cost of rebuilding the Property and costs associated with rebuilding, such as professional fees.

7.6 We will also insure against the loss of Rent for the Loss of Rent Period.

7.7 If you ask us for a certificate giving details of the insurance cover, we will supply this, but not more often than once a year.

7.8 If the Property is destroyed or damaged, we will use the insurance money, except the compensation for loss of Rent, to repair or rebuild the Property (except any plate glass).

7.9 If, in our opinion, the damage to or destruction of the Property is so extensive that this Agreement should not continue we may end this Agreement by giving you, within one month of becoming aware of the damage or destruction, not less than six months' notice in writing, expiring at any time. If we do that:

- (a) you may end this Agreement sooner by giving us, within one month after receiving our notice, not less than one month's notice in writing, expiring at any time;
- (b) we need not repair or rebuild the Property and we may keep the insurance money;
- (c) you must pay to us any money which you have received from the insurance company in respect of the damage or destruction.

7.10 If the Property is damaged or destroyed by an Insured Risk to such an extent that it is unfit for occupation or for the Agreed Use, you will not have to pay the Rent for the period from the

date of the damage or destruction either for the Loss of Rent Period or until the Property is repaired or rebuilt, whichever occurs first but:

- (a) this will not apply if the insurance company has cancelled the insurance cover or has refused to pay compensation or has reduced the amount of compensation payable because you are in breach of any of your obligations under this Agreement; and
  - (b) if there is any disagreement between us regarding this point, an arbitrator will be asked to decide it. The arbitrator will be chosen by agreement between you and us but, if we cannot agree, either you or we can ask the President of the Royal Institution of Chartered Surveyors to appoint one.
- 7.11 You must comply with the conditions of every insurance policy obtained by you or us under this Agreement and must not do or omit to do anything which would or might increase the risk covered by any policy or the premiums payable or cause the insurance cover or any payment of compensation to be cancelled, refused or limited.
- 7.12 When paying us for any insurance under this Agreement you may not deduct any discount or commission allowable or payable in respect of that insurance.
- 7.13 You may not obtain any insurance cover which duplicates any cover which we have obtained under this Agreement. If you do this, you must pay to us any compensation which you receive under that policy.
- 7.14 You will maintain public liability insurance to cover risks relating to the Property with a limit of indemnity of not less than the amount from time to time specified by us for each occurrence with a reputable insurer:
- (a) the insurance will be in the joint names of you and us and will be with a reputable insurance company;
  - (b) the policy will contain a clause preventing the insurance company from paying compensation to either you or us and then claiming the money back from the other;
  - (c) the amount of cover must be at least the amount required by the Surveyor;
  - (d) whenever we ask to do so, you must allow us to inspect the insurance policy and the receipt for the premium for the current period, provide copies of the policy and premium receipt and provide a certificate from the insurance company or your broker giving details of the insurance cover;
  - (e) if you receive compensation under this insurance policy you must use it to make good the damage or claim for which it has been paid and, if the amount is not enough for you to be able to do this, you must pay the difference yourself. If we incur any loss or liability because you have not complied with your obligations, you must pay to us the amount which we have lost or which we have had to pay to anyone else; and

- (f) if you do not take out this insurance, we may do so instead, or alternatively we may notify you that we are taking out this insurance, and in either case where we insure you must pay the premium to us.

## 8 GENERAL CONDITIONS

We and you agree that:

- 8.1 We will use our reasonable endeavours to enforce the obligations of the Superior Landlord in the Superior Lease.
- 8.2 Any written notice to us relating to this Agreement or the Property will only be properly served if it is posted to us by recorded delivery service or by special delivery service and addressed to us at our registered office. Any written notice to you will only be properly served if it is either (i) posted to you by recorded delivery service or by special delivery service or (ii) delivered by hand and in either case to you at the Property or your last known place of business or your home address in the United Kingdom or at your registered office (if applicable). Notices, so long as they have been properly served in accordance with the above, shall be deemed to have been received if posted on the business day after posting, and if delivered by hand at the time the notice is left at the proper address.
- 8.3 If you are a company or a limited liability partnership, you must promptly give us details of any transfer of shares which brings about a change of control of the company or limited liability partnership, or of any other act or omission which brings about such a change. You must also give us details of the controlling ownership of the shares of your company or limited liability partnership whenever we ask you to.
- 8.4 You will not make any claim against us, or the Superior Landlord (or our respective employees or agents) under this Agreement or in tort for any damage, loss, injury or inconvenience which you may suffer because of:
  - (a) the exercise of the Superior Landlord's statutory powers without negligence on the Superior Landlord's overlying or neighbouring land; or
  - (b) water or other liquids or soil, dust or dirt entering the Property whether by way of the Arch structure or otherwise as a result of the use of any Arch or Arches for railway purposes; or
  - (c) an Insured Risk occurring, but this does not affect our express obligations under this Agreement in respect of Insured Risks; or
  - (d) railway traction or signalling equipment interfering with acoustic, electronic, electrical or amplifying equipment at the Property.
- 8.5 You will indemnify us and the Superior Landlord (and our respective employees and agents) from any claim similar to that mentioned above which is made by any other person who or whose property is lawfully upon the Property.



- 8.6 Although we have retained rights of advertisement on the Property, you may display a notice of your name and business in a form, method of fixing and position on the Arch infill approved in writing by the Surveyor but no signage or advertisements are permitted on the exterior of the Arch and the viaduct structure.
- 8.7 If the Tenant is more than one person (a person shall include a corporate or unincorporated body for these purposes) their obligations can be enforced against all of them jointly and against each of them individually.
- 8.8 If we do not allow you to do something under this Agreement, you must not allow anyone else to do it.
- 8.9 You do not have any rights over any other part of our property unless they are set out in this Agreement.
- 8.10 Any additional terms to this Agreement set out in the document marked Additional Terms attached to this Agreement form part of this Agreement.
- 8.11 References in this Agreement to our costs include in-house costs.
- 8.12 We may treat all sums due under this Agreement as though they were rent in arrear and so recoverable by legal process.
- 8.13 Subject to paragraph 4.1 of Appendix 1, this document gives no rights under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act.
- 8.14 You must give us immediately a copy of any notice you receive about the Property.
- 8.15 Where under this Agreement you are obliged to pay any sum to us, such sum shall be regarded as being exclusive of value added tax. You shall pay value added tax in respect of all taxable supplies made to you in connection with this Agreement on the due date for making any payment or, if earlier, the date on which that supply is made for value added tax purposes. Every obligation on you, under or in connection with this Agreement, to pay to us or any other person any sum by way of a refund or indemnity, shall include an obligation on you to pay an amount equal to any value added tax incurred on that sum by us or the other person.

## 9 RENT DEPOSIT

- 9.1 You have paid the Deposit to us and ownership of that money has transferred to us.
- 9.2 At any time during this Agreement we may take from the Deposit an amount equal to:
- (a) any sum (including value added tax) which is due to us under this Agreement and which you have not paid on the date it was due;
  - (b) any costs, losses and expenses we have suffered due to a breach by you of your obligations in this Agreement; and

- (c) any costs, losses and expenses we have suffered as a result of forfeiture, disclaimer or unauthorised termination by you of this Agreement.

9.3 We may take sums from the Deposit as often as necessary and need not give you notice that we intend to do this but we will tell you after we have taken such sums and will tell you how much we have taken and why. Following notice of a deduction you must then pay to us within 7 days the amount required to top up the Deposit to the amount stated in the Summary Sheet.

9.4 As soon as reasonably possible after the end of this Agreement (so long as you have vacated the Property) we will repay the balance of the Deposit to you with interest (but we will not guarantee that the interest rate is the best rate available). We will be entitled to retain from the Deposit the cost of making good any outstanding default.>

## 10 **STAMP DUTY LAND TAX**

10.1 There is no written agreement for granting this Agreement.

10.2 You are responsible for stamp duty land tax in respect of this Agreement at your expense.

## 11 **END OF TENANCY**

11.1 We may end this Agreement by re-entering the Property, or part of it, if:

- (a) any rent or other amounts are overdue for 21 days or more (whether or not we have demanded them);
- (b) you do not carry out any of your responsibilities under this Agreement;
- (c) you (as an individual) become bankrupt or apply for an interim order under the Insolvency Act 1986;
- (d) you (as a company) enter into liquidation, whether voluntary or compulsory (unless it is to reconstruct or merge a solvent company), or have a receiver or administrative receiver appointed over any of your assets;
- (e) a petition is made to appoint an administrator;
- (f) you enter into an arrangement with creditors; or
- (g) if you are a company or a limited liability partnership and any shares in the company or limited liability partnership are sold or transferred, or if any other action is taken or not taken so that control of the company or limited liability partnership changes as a result of a change in holding of shares or of voting power in the company or partnership, we may end this Agreement by giving you at least six months' written notice expiring at any time.

- 11.2 We may end this Agreement if the Superior Landlord gives us notice under the Superior Lease to terminate our right to the Property and this Agreement shall terminate on the date specified in the Superior Landlord's notice.
- 11.3 We may terminate this Agreement under the arrangements set out under the heading "Insurance, Reinstatement and Rent Suspension" above.
- 11.4 We may terminate this Agreement in the event that you (as an individual) or where applicable all of you (as individuals) die.
- 11.5 We may give you at least three months' written notice expiring at any time to end this Agreement.
- 11.6 When we re-enter the Property, this Agreement will end but we will keep any rights we have because you have not carried out your responsibilities.
- 11.7 At the end of this Agreement:
- (a) you are to return the Property to us leaving it vacant and in the state and condition which this Agreement requires;
  - (b) you will still be liable beyond the end of this Agreement for responsibilities incurred under this Agreement before it ended; and
  - (c) if we are unable to claim empty property rates relief after the end of this Agreement because you have claimed it for any period before this Agreement ended, you must pay us the amount which we would have been able to claim.

## 12 **SUPERIOR LEASE**

This Agreement is to be read and interpreted as if the provisions set out in the Appendix 1 were incorporated and set out in full in this Agreement.

**SIGNED** by duly authorised on behalf of the Landlord

**SIGNED** by duly authorised on behalf of XXXXXX

## APPENDIX 1

### SUPERIOR LEASE PROVISIONS

#### Part 1

##### (Definitions and Interpretation)

1. Terms defined in paragraph 1 of Schedule 1 of the Superior Lease are incorporated into and have the same meanings in this Lease save where otherwise defined in this Lease.
2. The following words and expressions shall, where the context so admits, have the following meanings in this Lease:-
  - 2.1 **“Landlord”** means the landlord under this Lease and any other person who becomes the immediate landlord of the Tenant;
  - 2.2 **“Lease”** means the underlease or other Derivative Interest of the Property granted by the Landlord to the Tenant and to which these terms apply;
  - 2.3 **“Network Rail”** means Network Rail Infrastructure Limited (incorporated and registered in England and Wales under company registration number 02904587), the registered office of which is at 1 Eversholt Street London NW1 2DN;
  - 2.4 **“Railway Protective Provisions”** means the following provisions in the Superior Lease:
    - (a) clauses 2.5, 2.6.1 to 2.6.4, 2.7.1, 2.7.2, 2.12.5 and 2.12.6;
    - (b) clauses 4.3, 4.4, 4.6 and 4.8.2;
    - (c) clauses 4.10.1 to 4.10.6 and 4.14;
    - (d) Schedule 3;
    - (e) Schedule 4;
    - (f) Parts 1 and 3 of Schedule 11;
    - (g) Schedule 16;
    - (h) Schedule 17; and
    - (i) Schedule 21;
  - 2.5 **“Superior Lease”** means the lease of a portfolio of railway Arches and other land dated 4 February 2019 made between (1) Network Rail Infrastructure Limited and (2) CDR NomineeCo 1 Limited and CDR NomineeCo 2 Limited;
  - 2.6 **“Tenant”** means the tenant under this Lease and its successors in title;
  - 2.7 **“Tenant Party”** means any of the Tenant's:
    - (a) employees, agents, officers, express or implied licensees or contractors of any tier;
    - (b) authorised occupiers of any part of the Property or their respective employees, agents, officers express or implied licensees or contractors of any tier; or
    - (c) Derivative Interests; or

- (d) occupiers or licensees deriving title from or under the control of the Tenant or acting under the express or implied authority of the Tenant including the Existing Tenants or Permitted Undertenants;
- 3. The rules of interpretation and construction set out in paragraph 2 of Schedule 1 of the Superior Lease apply equally to this Lease except as varied or modified by this Lease and in addition:
  - 3.1 References in this Schedule (or in any document which the Tenant covenants in this Schedule to comply with) to the consent of the Landlord shall be deemed to include the consent of the Superior Landlord where the Superior Lease requires such consent and references to the approval or consent of the Superior Landlord shall, where the context so permits, include the approval or consent of the Engineer.
  - 3.2 The Tenant's obligations under this Lease shall be treated as including a requirement that the Tenant is also to procure that all Tenant Parties and any other persons upon or having any interest (under a lease or otherwise) in the Property do not do or omit to do anything which, if done or omitted by the Tenant, would constitute a breach of those obligations or a breach of the Superior Lease.

## **Part 2**

### **(Operative provisions)**

#### **1. Matters Affecting Lease Grant**

- 1.1 This Lease is granted subject to all rights easements reservations privileges covenants restrictions stipulations and other matters of whatsoever nature affecting the Property including the matters referred to in clauses 1.1.3 to 1.1.9 of the Superior Lease insofar as they relate to the Property and any New Rights or Renewal Rights granted over the Property pursuant to Schedule 16 of the Superior Lease.
- 1.2 There are excepted and reserved to the Superior Landlord (and its successors in title as provider of all or any part of the Railway or any person providing Railway Services) all rights easements reservations and other matters excepted and reserved to the Superior Landlord under the Superior Lease including the following:
  - (a) the rights excepted and reserved in Schedules 3 and 7 of the Superior Lease;
  - (b) the right for the Superior Landlord to call for the grant of New Rights or rights relating to Global Agreements and Renewal Rights under Schedule 16 of the Superior Lease (such rights being exercisable by all or any of the persons listed in clause 4.15 of the Superior Lease).

#### **2. Tenant Covenants**

The Tenant covenants with the Superior Landlord that it will:

- 2.1 not at any time breach any of the terms of the Superior Lease;
- 2.2 at all times:
  - (a) observe and perform the tenant's covenants and obligations in the following provisions of the Superior Lease so far as they relate to the Property; and
  - (b) otherwise be bound by any restrictions and limitations in the following provisions of the Superior Lease so far as they relate to the Property

and in all case as if those covenants, restrictions and limitations had been incorporated in this Lease and are not covenants expressly assumed by the Landlord in this Lease:-

- (i) the Railway Protective Provisions;
- (ii) clauses 7, 8 and 12 of the Superior Lease;
- (iii) the obligations relating to Undertenants set out in paragraph 2.1.2 of Schedule 5 of the Superior Lease (Insurance);
- (iv) Schedule 6 of the Superior Lease (Contamination);
- (v) Schedule 7 of the Superior Lease (Landlord's General Rights) and
- (vi) Schedule 13 of the Superior Lease (Shared Access and Conducting Media);

2.3 co-operate fully with the Landlord and/or the Superior Landlord in relation to exercise by the Superior Landlord of any rights of entry onto the Property and/or the exercise of any termination rights pursuant to the Railway Protective Provisions or otherwise and not to obstruct or delay or attempt to obstruct or delay the exercise of any such rights or provisions by the Superior Landlord.

### 3. **Termination**

3.1 The Tenant acknowledges that this Lease is subject to the Railway Protective Provisions and that the Superior Landlord may (inter alia) at any time require access to the Property to carry out works or otherwise and/or terminate the Superior Lease insofar as it relates to the Property in whole or in part thereof and that the effect of such termination will be to determine the Lease in relation to the whole of the Property or (as the case may be) in relation to part thereof.

3.2 If the Superior Landlord serves a Break Notice in respect of the Property or part thereof the Landlord must immediately it becomes aware of the same notify the Tenant of the service of the Break Notice by the Superior Landlord and:

- (a) on the termination of this Lease the Tenant must unless waived by the Superior Landlord (in its absolute discretion) give back the Break Area in a state and condition consistent with the Tenant's obligations in this Lease and with all Derivative Interests ended; and
- (b) the Tenant must at its own expense as soon as reasonably practicable following the termination of this Lease close (or procure the closure of) any Land Registry leasehold title register relating to this Lease and any affected Derivative Interest and remove (or procure the removal of) any leasehold title, notice, restriction or Land Charge entry made against the Property in respect of this Lease and any Derivative Interest so far as it demises or otherwise affects the part(s) of this Lease being terminated.

3.3 If the Superior Landlord at any time becomes the immediate landlord of the Tenant in relation to the Property (whether as a result of a surrender of the whole or any part of the Property demised by the Superior Lease or the grant to the Superior Landlord of a new lease in immediate reversion to this Lease or otherwise) and any of the circumstances in which the Superior Landlord may serve a break notice on the Landlord under the Superior Lease applies then the Superior Landlord may serve a break notice on the Tenant in respect of the Property on any of the grounds specified in Part 4 of Schedule 3 of the Superior Lease and upon expiry of the break notice, the length of such notice to be as specified in Part 4 of Schedule 3 of the Superior Lease, this Lease will come to an end.

4. **Miscellaneous**

- 4.1 The Superior Landlord will be entitled to enforce the obligations of the Tenant in this Lease pursuant to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and/or pursuant to Section 56 of the Law of Property Act 1925 provided that if the Contracts (Rights of Third Parties) Act 1999 (or any replacement of it) ceases to be of effect the Superior Landlord or the Landlord shall thereafter be entitled to require that the Tenant and any party taking a Derivative Interest in the Property or any part thereof enters into (on or prior to completion of that Derivative Interest) a deed of covenant with the Superior Landlord in each case under which the Tenant or the relevant party covenants with the Superior Landlord to comply with the terms of this Lease. Where the Superior Landlord or the Landlord so require under this paragraph 4.1, the Tenant shall enter into a deed of covenant and shall use reasonable endeavours to procure that all parties with existing Derivative Interests in the Property enter into deeds of covenant in each case within 20 Business Days of being required to do so.
- 4.2 Without prejudice to paragraph 4.1 of this Schedule if the Landlord does not enforce the terms of the Lease the Superior Landlord retains the right to do so pursuant to its rights under section 15 Landlord and Tenant (Covenants) Act 1995.
- 4.3 In the event that the Superior Lease (insofar as it relates to the Property) shall cease to exist for any reason the Tenant's obligations in this Schedule which refer to or are framed by reference to the Superior Lease shall continue in full force and effect as if the Superior Lease (insofar as it relates to the Property) continued in full force and effect.
- 4.4 The Superior Landlord shall not be liable under any circumstances to pay any compensation or any other sums whatsoever to the Tenant arising from the exercise or intended exercise by the Superior Landlord of any termination right or any right of entry onto the Property or any part thereof or relating to New Rights, Renewal Rights or Global Agreements otherwise (howsoever arising).
- 4.5 Neither the Tenant nor any person deriving title through or under the Tenant shall be entitled at any time to bring a claim against the Superior Landlord in respect of any noise pollution nuisance water percolation dust vibration or otherwise arising from the operation of the Railway or from or arising from or as a result of any Railway Infrastructure.
- 4.6 Where there is any inconsistency between the terms of this Lease and the Railway Protective Provisions the Railway Protective Provisions shall prevail.



## APPENDIX 2

### REGULATIONS CONCERNING THE USE OF THE PROPERTY

It is a term of your tenancy agreement that you must observe these Regulations and must not authorise or allow anyone else to contravene them including any made by the Superior Landlord and notified to you.

	<b>Regulations</b>
1	<p><b>Fire Safety:</b></p> <p>Appropriate “HazChem” warning signs must be displayed on the outside of Property to inform fire authorities in the event of a fire.</p> <p>Fire extinguishers and other fire safety equipment must be kept in proper working order, with current and appropriate annual trade association certifications and any requirements of us or our insurer for reducing the risk of any Insured Risk occurring are to be complied with.</p> <p>All fire exits or means of escape at the Property must be well maintained, lit and properly signed and kept clear and (and in the case of fire doors) unlocked while the Property is in use. This applies to fire exits or means of escape whether serving the Property only or just adjoining Property/land or both.</p> <p>Tyres, timber, plastics or any other combustible materials (including for example pallets, baled clothing and/or baled cardboard) must not be kept at the Property in such numbers (or stored in such a manner as) that does or may in the opinion of the Surveyor (in its absolute discretion) present a material fire risk.</p> <p>No fire is to be lit (including the use of braziers) at or outside the Property.</p> <p>Within one month of the Tenancy Start Date (or sooner as required by legislation) and thereafter for the residue of Term you must carry out / renew/update all appropriate risk assessments in relation to the Property. These include a fire risk assessment, water risk assessment, Health &amp; Safety Risk Assessment and an emergency plan for the Property. Where relevant, risk assessments must be attached in a prominent position at the Property and visible to all employees and visitors.</p>
2	<p><b>Gases:</b></p> <p>Gas cylinders (whether containing gas or not) may not be stored at or outside the Property.</p> <p>Gas cylinders may with the prior approval of the Surveyor (in its absolute discretion) be used in the Property but only when connected to equipment for use at the Property and in quantities first approved by the Surveyor (in its absolute discretion) which, in principle, will be the minimum required amount.</p> <p>Acetylene cylinders must not be used or kept at or outside the Property</p> <p>Propane heaters must not be kept or used at or outside the Property.</p> <p>The above provisions of this section 2 shall not apply to gas cylinders containing inert gases (including carbon dioxide or nitrogen) or to fire extinguishers.</p> <p>All work carried out on gas heating or related appliance must be in accordance with the</p>

	requirements of the Gas Safety (Installation and Use) Regulations 1998 as amended or replaced from time to time.
3	<p><b>Testing and Statutory Requirements</b></p> <p>Within one month of the Tenancy Start Date and thereafter annually for the remainder of the Term you must carry out / renew:</p> <ul style="list-style-type: none"> <li>a) electricity test certificate</li> <li>b) gas system test certificate</li> <li>c) statutory portable appliance testing.</li> </ul> <p>All test certificates must be available on request for inspection.</p> <p>It is your responsibility to ensure that all gas and electric appliances (including wiring) at the Property are properly maintained, in good working order, are not overloaded and comply with all statutory requirements and maker's recommendations. Any defects identified must be remedied and evidence that defects have been remedied must be available for inspection.</p> <p>The use of extension leads to provide electrical distribution, in place of additional professionally fitted electrical outlets, is not allowed.</p>
4	<p><b>Machinery</b></p> <p>No machinery or other equipment which causes or may cause interference with railway traction or signalling equipment may be used on or outside the Property.</p> <p>So far as is necessary to prevent fire or other hazards from time to time install and keep any extract duct, extract fan and any other equivalent or ancillary plant and equipment in good and substantial repair and condition and properly maintained and cleaned and, where relevant, emptied using specialist contractors. You must be able to produce suitable evidence of the same being undertaken if requested by us.</p> <p>Where there is a kitchen extractor system in use at the Property, this installation must be fitted with suitable access panels to enable the plenum chamber, body, all trunking and filters to be cleaned. All items shall be cleaned at least quarterly and in accordance with "TR/19 HVCA Guide to Good Practice – Internal Cleanliness of Ventilation Systems" as issued by the Building Engineering Services Association from time to time.</p> <p>Records of compliance must be supplied if requested and retained at the Property for inspection unless agreed otherwise.</p>
5	<p><b>Dangerous / hazardous substances</b></p> <p>Asbestos must not be introduced, stored or processed at the Property. You must maintain any asbestos register provided for the Property and make it available for inspection on request.</p> <p>On giving up possession of the Property, if required by the Surveyor, a type two survey is to be produced as required under Regulation 4 of the Control of Asbestos Regulations 2012.</p> <p>Nothing is to be placed or kept at or outside the Property which may be of an explosive, combustible or dangerous nature except (1) as may be approved by the Surveyor (in its absolute discretion) and (2) is required in connection with the authorised use of the</p>

	<p>Property.</p> <p>No petrol, diesel or other fuel is to be stored at or outside the Property</p> <p>Hazardous materials may only be stored at the Property in a best practice manner and in quantities first approved by the Surveyor (in its absolute discretion) which, in principle, will be the minimum required amount.</p> <p>No hazardous materials may be stored outside the Property</p> <p>No paint spraying (other than water paint spraying) may be carried out at the Property without the necessary licence from the local or other appropriate authority and without construction of an approved spray booth (unless formally exempted by the relevant authority) and so that while such paint spraying is being carried out:</p> <p>(i) there is to be no welding and adequate ventilation is to be provided and maintained; and</p> <p>(ii) signs displaying this restriction must be put in a prominent place in the workplace.</p> <p>No smoking is allowed within the proximity to any hazardous materials.</p> <p>Compliance with this Regulation does not constitute compliance with Regulation 2 "(Gases)"</p>
6	<p><b>Drains:</b></p> <p>No material, substance or liquid of a combustible, offensive, explosive, noxious, dangerous, inflammable or injurious nature is to be discharged into any drain or sewer serving the Property or any adjoining or neighbouring premises.</p> <p>Any foul waste facility likely to discharge effluent which contains grease, oil or large quantities of suspended solids, must be fitted with an appropriate interceptor, trap or separator which must be emptied and cleaned regularly with all resultant sediments disposed of in a legal manner.</p> <p>Evidence of licensed disposal of sediments or effluent is to be supplied to the Surveyor if requested and retained at the Property for inspection.</p>
7	<p><b>Refuse and Waste</b></p> <p>No refuse is to be allowed to accumulate at or outside the Property.</p> <p>No vermin is to be allowed or encouraged (either purposefully or due to the poor housekeeping) in any part of the Property.</p>
8	<p><b>Common Areas</b></p> <p>You must not damage or obstruct, or store or leave any goods and materials on, any access ways, roads, gangways, walkways, fire or escape routes or any other areas used as Common Areas and such areas must be kept clear of goods and materials at all times so as to be available for use.</p> <p>To the extent you are responsible for any such areas they must additionally be properly lit and signposted.</p> <p>Any external area, unless specifically designated by the Surveyor, must not be used for storage of any kind or used as an extension to the Property.</p>

	<p>In respect of external areas forming part of the Property or authorised for use by you:</p> <p>(a) storage of redundant vehicles or those to be serviced or repaired is not permitted; and</p> <p>(b) items or goods may only be stored in a safe fashion and not higher than the height specified by the Surveyor</p>
9	<p><b>No Overloading</b></p> <p>Structures or flooring are not to be overloaded.</p> <p>The structural stability of any Viaduct over or adjoining the Property is not to be endangered</p>
10	<p><b>Environmental Compliance</b></p> <p>No changes, alterations or additions may be made to the Property that result in any reduced rating or renders obsolete an existing environmental certificate (including any EPC or DEC).</p>
11	<p><b>Vegetation</b></p> <p>Any vegetation at the Property shall be controlled or removed so as to ensure that there is no interference or danger to the Railway including the taking of any necessary steps to treat or remove vegetation in accordance with proper practice including preventative treatments.</p> <p>You must notify the Surveyor if there is a risk of vegetation spreading to or undermining the Railway.</p> <p>You must provide reasonable co-operation and information to the Surveyor and any contractor undertaking treatment or removal of vegetation.</p> <p>You must notify the Surveyor of any Japanese knotweed or other known invasive weed.</p>
12	<p><b>Operation of Equipment</b></p> <p>You must make sure that your equipment does not cross your boundary onto the Railway or get close to the Superior Landlord's overhead electric power lines (which carry 25,000 Volts) or other Railway Infrastructure. This particularly applies to use of ladders, cranes, forklifts, other jibbed machines, scaffolds, hoses, water jets or sprays.</p>

**APPENDIX 3**

**PLAN AND SCHEDULE OF CONDITION**