

DATED

14th February 2024

LEASE

relating to

All that accommodation extending to approximately 145.41 sq. m on the **Excluded Information**, Crown Building, Cathays Park, Cardiff, CF10 3NQ

between

THE WELSH MINISTERS

and

WELSH LANGUAGE COMMISSIONER

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This lease is dated *14th February* 2024

PARTIES

- (1) THE WELSH MINISTERS whose principal place of business is at Crown Building, Cathays Park, Cardiff, CF10 3NQ (**Landlord**)
- (2) WELSH LANGUAGE COMMISSIONER a corporation established under legislation (Welsh Language (Wales) Measure 2011) of Uned 2 Bloc C Doc Fictoria, Ffordd Balaclafa, Caernarfon, Gwynedd LL55 1TH (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Building.
- (B) The Property forms part of the Building.
- (C) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at a rate of £13,232.00 per annum.

Authorised Person: any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Break Date: *14th February* 2027

Break Notice: written notice to terminate this lease.

Building: is the land and buildings known as Crown Building, Cathays Park, Cardiff CF10 3NQ registered under title number CYM439550 and P171590.

Building Damage: damage to or destruction of the Building (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use or inaccessible.

Car Park: means the 1 car parking space within the **Excluded Information** of the Building shown on the plan annexed to this lease at ANNEX B.

Common Parts: subject to paragraph 1.6 of Schedule 3, the parts of the Building (excluding the Lettable Units) that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Building and their employees, agents, licensees and visitors.

Contractual Term: a term of five years from and including *14th February* 2024 to and including *13th February* 2029.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Insurance Items: any tenant's fixtures that are installed by or for the tenant, any undertenant or occupier of any Lettable Unit and that form part of the Building.

Expert: an independent surveyor:

- a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- b) with relevant experience in the subject matter of the dispute; and
- c) appointed in accordance with clause 45.

Financial Year: means the 1st April to the 31st March in each calendar year of the Contractual Term

Insolvency Event: subject to clause 1.15, any one or more of the following:

- a) 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 any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) 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 any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any 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;

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

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

h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or

k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insurance Rent: (subject to paragraph 8 of Schedule 5) the aggregate in each year of:

a) the Tenant's Proportion of the gross cost of any premiums that the Landlord expends and any fees and other expenses that the Landlord reasonably incurs in insuring the Building (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;

b) the Tenant's Proportion of the gross cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Common Parts in accordance with this lease;

c) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for two years; and

d) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) to (c) of this definition.

Insured Risks: (except to the extent any of the following are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious

damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of National Westminster Bank or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord's Furniture: means the list of furniture labelled "WG assigned" attached to this Lease at ANNEX D.

Lettable Unit: any part of the Building which from time to time is, or is intended to be, let or occupied.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Meeting Rooms: the meeting rooms and the **Excluded Information** in the Building (or such other meeting rooms identified in the Tenant's Handbook which for the avoidance of doubt may change from time to time) provided that the Tenant shall use **Excluded Information** for conference purposes only and shall be responsible for all costs incurred in relation to such use of **Excluded Information**

Permitted Hours: the hours of **Excluded Information** (inclusive) (except bank and public holidays and any privilege days stipulated by the Landlord where the Building shall be closed) or such alternative hours as the Landlord (acting reasonably) may stipulate or agree to from time to time.

Permitted Use: use as offices within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987 (as it applied in Wales at the date this lease was granted) and subject to the Third Party Rights.

Privacy Notice: means the GDPR Privacy Statement annexed to this lease at ANNEX E.

Property: the property described in **Schedule 1**.

Property Plan: the plan annexed to this lease at **ANNEX A** and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Reinstatement Cost: the full cost of reinstatement of the Building (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Building that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Rent Commencement Date: *14th February* 2024.

Rent Payment Dates: 1 January, 1 April, 1 July, 1 October.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.

Retained Parts: all parts of the Building including (but not limited to) all of:

- a) the structural parts of the Building;
- b) the Service Media; and
- c) the Common Parts;

but excluding the Lettable Units.

Rights: the rights granted in paragraph 1 of Schedule 2.

Services: are:

- a) repairing, maintaining, cleaning and decorating the Building and cleaning the windows and other glass forming part of the Building;
- b) lighting, cleaning, maintaining, repairing and replacing lighting machinery and equipment in the Building;
- c) providing heating and air conditioning to the internal areas of the Building during such periods of the year as the Landlord reasonably considers appropriate and cleaning, maintaining, repairing and replacing the air-conditioning and heating machinery and equipment serving those areas;
- d) storing and disposing of refuse and recycling from the Building and cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;
- e) cleaning, maintaining, repairing and replacing the Landlord's furniture and fittings in the Property;
- f) providing security and reception services for the Building (at the Landlord's discretion);
- g) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms in the Building;

- h) providing, cleaning, maintaining, repairing and replacing signage for the Building;
- i) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the lavatories, washrooms, kitchens and utility areas on the Common Parts and providing hot and cold water, soap, paper, towels and other supplies for them;
- j) the supply and removal of Utilities to and from the Building;
- k) keeping the lifts on the Common Parts in reasonable working order and cleaning, maintaining, insuring, repairing and replacing the lifts and lift machinery and equipment; and
- l) any other service or amenity that the Landlord may in its reasonable discretion acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Building

but excluding any of the services listed above that are provided by reason of damage to or destruction of the Retained Parts by an Insured Risk.

Service Charge: the Tenant's Proportion of the reasonable and proper costs incurred from time to time by (or on behalf of) the Landlord in providing the Services including the total of the reasonable and properly incurred costs, fees and disbursements of any managing agent or person employed by the Landlord, or by the managing agents, or otherwise retained by the Landlord to act on the Landlord's behalf (or, where no such person is employed or retained, the Landlord itself) in relation to the carrying out and provision of the Services, and the administration of the Service Charge.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media (which for the avoidance of doubt shall not include the Tenant Service Media).

Signs: signs, fascia, placards, boards, posters and advertisements.

Tenant's Handbook: a handbook created and maintained from time to time by the Landlord to deal with day-to-day regulations that the Tenant must follow in relation to the Tenant's use of the Building.

Tenant's Proportion: subject to clause 37, 0.38%.

Tenant Service Media: all wiring and cables in respect of telecommunications and data service media serving the Property (but for the avoidance of doubt does not include conduits which shall be owned by the Landlord).

Term: the Contractual Term.

Termination Date: the date on which the Term ends (however it ends).

Third Party Rights: the matters set out in [Schedule 4](#).

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, and all other services and utilities (which for the avoidance of doubt shall not include the Tenant

Service Media or any telecommunications and data service media serving the Building).

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or the Tenant's Proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

- 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 or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns; and
 - (c) a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 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.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.12 References to:
- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 42.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 42.3; and
 - (c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
- 1.13 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, a **Lettable Unit**, the **Property** and the **Retained Parts** are to the whole and any part of them or it.
- 1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.

- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
- (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and
 - (e) subject to the Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
- (a) the Annual Rent;
 - (b) the Insurance Rent (subject to paragraph 8 of Schedule 5);
 - (c) the Service Charge;
 - (d) all interest payable under this lease; and
 - (e) all other sums payable under this lease.; and
 - (f) all VAT (if any) chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and

- (b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment of Service Charge

- 5.1 The Tenant must pay to the Landlord the Service Charge quarterly in advance on the quarter days of the 1st April, 1st July, 1st October and 1st January during each Financial Year and proportionately for any period of less than a quarter. The first payment being a proportionate amount from the date of this Lease until the next subsequent quarter date;
- 5.2 In the first year of the Contractual Term and in each subsequent year the Landlord will provide the Tenant with an estimate of the Service Charge based on historic costs and known future commitments based upon the Financial Year. The Landlord will provide the Tenant with the estimated Service Charge on or around the 1st of April each calendar year of the Contractual Term;
- 5.3 As soon as practical after the end of each Financial Year the Landlord will undertake an end of year reconciliation of actual expenditure and will send the Tenant a reconciliation statement with a request for a supplementary payment or refund, as appropriate.

6. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

7. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Interest

- 8.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

8.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

9. Rates and Taxes

9.1 The Tenant must pay all Rates and Taxes.

9.2 The Tenant must 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 Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. Utilities

10.1 The Tenant must pay all Utility Costs (which are to be included in the Service Charge).

10.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10.3 The Tenant is responsible for all costs relating to the Tenant Service Media (including all costs incurred prior to the date of this Lease).

11. Common items

Except to the extent that such costs are included within the Service Charge, the Tenant must pay to the Landlord within 10 working days of written demand the Tenant's Proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Building but used or capable of being used by the Building in common with other land.

12. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

13. Prohibition of dealings

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property;
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) 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).

14. Repair

14.1 The Tenant must:

- (a) subject to clause 14.2, keep the Property in a clean and tidy condition in accordance with any Landlord regulations applicable to the Building and the Tenant Handbook;
- (b) ensure that any Tenant Service Media forming part of the Property is kept in good working order (by a contractor approved by the Landlord); and
- (c) keep the Property clean, tidy and clear of rubbish and use the recycling facilities provided in the Building.

14.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items forming part of the Property) to the extent that any disrepair has been caused by an Insured Risk unless and to the extent that:

- (a) 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 or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2(f) of Schedule 5); or
- (b) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5.

15. Alterations

15.1 The Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

15.2 Subject to reinstatement under clause 17, the Tenant may make changes to the layout of the Property with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and provided any changes are carried out by the Landlord's approved contractors only.

16. Signs

The Tenant must not attach any Signs to the Property that are visible from the Common Parts or outside the Building except with the prior written consent of the Landlord (and for the avoidance of doubt consent shall be at the Landlord's discretion).

17. Returning the Property to the Landlord

17.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

17.2 Subject to clause 17.3, the Tenant must by the Termination Date:

- (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - (iii) any Signs erected by the Tenant at the Building; and
- (b) make good any damage caused to the Building by the removal of those items and alterations.

17.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 17.2(a)(i) and clause 17.2(a)(ii) shall not be removed pursuant to clause 17.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

17.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

17.5 The Tenant:

- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

- (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

18. Use

18.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

18.2 The Tenant must not use the Property outside the Permitted Hours.

18.3 The Tenant must not:

- (a) use the Property for any illegal purposes 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 Building;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any property that neighbours the Building;
- (e) overload any part of the Building nor overload or block any Service Media at or serving the Property;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (g) (except as permitted by the Rights) place or keep any items on any external part of the Property or on the Common Parts;
- (h) (except as permitted by the Rights) interfere with any Service Media in the Building;
- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (j) allow any person to sleep at or reside on the Property.

19. Regulations

The Tenant must observe all regulations, building safety, security and management rules (including but not limited to the Tenant Handbook) 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 Building and any other neighbouring or adjoining property provided that if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail.

20. Exercise of the Rights

20.1 The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use;
- (b) in accordance with any regulations made by the Landlord under clause 19; and
- (c) in compliance with all laws relating to the Tenant's use of the Building and any other neighbouring or adjoining property pursuant to the Rights.

20.2 In exercising any right of entry on to any of the Common Parts or any Lettable Unit pursuant to paragraph 1.12 of Schedule 2, the Tenant must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Landlord and any occupiers of the relevant Lettable Unit;
- (b) where reasonably required by the Landlord or the occupier of the relevant Lettable Unit, exercise that right only if accompanied by a representative of the Landlord, the tenant or the occupier of the relevant Lettable Unit;
- (c) cause as little damage as possible to the Common Parts and any other Lettable Unit and to any property belonging to or used by the Landlord or the tenants or occupiers of any other Lettable Unit;
- (d) cause as little inconvenience as reasonably possible to the Landlord and the tenants and occupiers of the other Lettable Units; and
- (e) promptly make good any damage caused by reason of the Tenant exercising that right.

21. Allow entry

21.1 The Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) at any time (whether or not during usual business hours); and
- (b) except in the case of an emergency (when no notice shall be required) after having given reasonable notice (which need not be in writing) to the Tenant; and
- (c) with their workers, contractors, agents and professional advisers.

21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

22. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

- (a) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (b) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

23. Compliance with laws

23.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

23.2 Within five working days of receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and
- (b) to the extent that 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.

23.3 The Tenant must not:

- (a) apply for any planning permission for the Property without the Landlord's consent; or
- (b) implement any planning permission for the Property without the Landlord's consent.

23.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

23.5 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

23.6 The Tenant must 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.

23.7 If required by the Landlord, the Tenant must keep:

- (a) 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 required by the Landlord; and
- (b) that machinery, equipment and alarms properly maintained and available for inspection.

24. Energy Performance Certificates

24.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building.

24.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

24.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

24.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

25. Third Party Rights

25.1 The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

25.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Building over which the Rights are granted.

26. Encroachments and preservation of rights

26.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

26.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

26.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

26.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

26.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

27. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

28. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

29. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

30. Obligation to provide Services

30.1 Subject to clause 30.2, the Landlord must use reasonable endeavours to provide the Services.

30.2 The Landlord shall not be:

- (a) obliged to replace or renew any part of the Building or any item or system within the Building unless it is beyond economic repair;
- (b) liable for any interruption in, or disruption to, the provision of any of the Services for any reason that is outside the reasonable control of the Landlord; or
- (c) obliged to provide, or nor liable for interruption to the Tenant Service Media.

31. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (b) cause as little inconvenience as reasonably possible to the Tenant; and
- (c) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

32. Re-entry and forfeiture

32.1 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:

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

32.2 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.

33. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

33.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

33.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

34. Exclusion of sections 24 to 28 of the LTA 1954

The parties:

(a) confirm that:

(i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;

(ii) *LEFA GRUFFUD JONES* who was duly authorised by the Tenant to do so made a statutory declaration dated *14th February 2024* in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

(b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

35. Option to Determine

35.1 Either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party at least six months before the Break Date.

35.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

(a) the Tenant has not paid any part of the Annual Rent, or any VAT (if any) in respect of it, which was due to have been paid; or

(b) save for the Landlord's furniture, vacant possession of the whole of the Property is not given.

35.3 Subject to clause 35.2, following the service of a Break Notice this lease shall terminate on the Break Date.

35.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

35.5 If this lease terminates in accordance with clause 35.3 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent and Service Charge together with any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

36. 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 LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

37. Variation of Tenant's Proportion

If the Landlord increases or decreases the extent of the Building at any time during the Term, then:

- (a) the percentage specified as the Tenant's Proportion must be varied to reflect that increase or decrease. That varied percentage shall be agreed between the Landlord and Tenant at any time or may, in the absence of such agreement, be referred at any time by either party for determination by the Expert in accordance with clause 45;
- (b) as soon as practicable after that varied percentage has been agreed or determined, a memorandum recording that varied percentage as the Tenant's Proportion must be signed by or on behalf of the Landlord, the Tenant and any guarantor. The parties must bear their own costs in connection with the memorandum; and
- (c) the varied percentage as agreed or determined shall apply as the Tenant's Proportion from a date notified by the Landlord to the Tenant provided that that date must not be earlier than the date of the agreement or determination of the varied percentage.

38. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Building (excluding the Property) or any other neighbouring or adjoining property.

39. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

40. Breach of repair and maintenance obligation

- 40.1 The Landlord may enter the Property to inspect its condition and state of repair and 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.
- 40.2 Following the service of a notice pursuant to clause 40.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
 - (b) is not carrying out the required works with all due speed.
- 40.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 40.2 (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.
- 40.4 Any action taken by the Landlord pursuant to this clause 40 shall be without prejudice to the Landlord's other rights (including those under clause 33).

41. Notices

- 41.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- (a) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom;
 - (b) by pre-paid first-class post or other next working day delivery service:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 41.2 If a notice complies with the criteria in clause 41.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- (a) delivered by hand, at the time the notice is left at the proper address; or

- (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42. Consents and approvals

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

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

42.2 If a waiver is given pursuant to clause 42.1, it shall not affect the requirement for a deed for any other consent.

42.3 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:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

42.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

43. VAT

43.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

43.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party 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.

43.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

44. GPDR

The Tenant acknowledges the Privacy Notice and which is issued in accordance with the Landlord's obligations under the General Data Protection Regulation (GDPR).

45. Expert Determination

- 45.1 This clause 45 applies in relation to any matter referred to an Expert for determination pursuant to clause 37.
- 45.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 45.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within twenty five working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 45.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of twenty working days of the matter being referred to the Expert.
- 45.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause 45 shall apply to the new Expert as if they were the first Expert appointed.
- 45.6 The parties are entitled to make submissions to the Expert and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 45.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 45.8 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 45.9 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

45.10 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

46. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

47. Entire agreement

47.1 This lease and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

47.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

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

47.4 Nothing in this clause shall limit or exclude any liability for fraud.

48. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

49. Governing Law

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

50. Jurisdiction

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

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

Schedule 1 Property

1. The premises situated on the **Excluded Information** of the Building and shown edged green only on the Property Plan:

1.1 Including:

- (a) the whole of any non-structural walls and columns wholly within those premises;
- (b) one-half severed vertically of any interior non-structural walls and columns separating those premises from any adjoining Lettable Unit;
- (c) the interior plaster and other interior surface finishes on the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
 - (iii) structural walls and columns within or bounding those premises;
- (d) the interior plaster and other interior surface finishes on the ceilings within those premises;
- (e) the floor screed and other interior surface finishes on the floors within those premises;
- (f) the doors, door frames and fittings within all the walls within and bounding those premises; and
- (g) the windows, window frames and fittings within all the walls within and bounding those premises (except the exterior walls).

1.2 Excluding:

- (a) subject to paragraph 1.1(c), paragraph 1.1(f) and paragraph 1.1(g) of this Schedule, the whole of the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
 - (iii) structural walls and columns within or bounding those premises;
- (b) the windows, window frames and fittings within the exterior walls bounding those premises;
- (c) subject to paragraph 1.1(d) and paragraph 1.1(e) of this Schedule, the floors and ceilings within those premises;
- (d) all Service Media and any other media, plant, machinery and equipment within but not exclusively serving those premises; and
- (e) all structural parts of the Building (except any set out in paragraph 1.1 of this Schedule).

Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 The right to support and protection for the Property from the other parts of the Building to the extent that those parts of the Building provide support and protection to the Property at the date of this lease.
 - 1.2 The right to use the lifts, hallways, corridors, stairways and landings of the Common Parts shown or such other internal areas designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3 for the purpose of pedestrian access to and egress from the Property and those internal parts of the Building over which the Tenant is granted rights in this Schedule.
 - 1.3 The right to use the Landlord's Furniture provided that:
 - (a) in the event that the Tenant damages any of the Landlord's Furniture, the Tenant shall replace such damaged furniture with items of the same quality and specification; and
 - (b) where the Tenant (acting reasonably) requires any additional or replacement furniture, this shall be agreed by the Landlord and provided by the Landlord at the cost of the Tenant.
 - 1.4 The Tenant and its employees will be permitted to use the catering services situated in the Building during their normal times of opening, but for the avoidance of doubt the Landlord is not under an obligation to provide such catering services. The Tenant agrees to only use the Landlord's approved catering supplier unless an alternative supplier is agreed in advance by the Landlord in writing.
 - 1.5 The Tenant has the right in common with the Landlord and the other occupiers of the Building, upon making reservation with the person or persons within the Building responsible for administering the Meeting Rooms, the right to use the Meeting Rooms free of charge (except for ~~Excluded~~ Information for meetings and ~~Excluded~~ Information but for no other purpose whatsoever.
 - 1.6 The right during the Permitted Hours to use the toilet facilities within the Common Parts designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3.
 - 1.7 Subject to complying with clause 20.1, the following rights for the Tenant's employees only:
 - (a) To use that part of the Car Park for the parking of 1 private motor vehicle;

- (b) In common with the Landlord and all other persons authorised by the Landlord to use the disabled car parking spaces in the Landlord's car park for the parking of a private motor vehicle PROVIDED THAT such space is to be reserved for use by disabled persons only

subject at all times to the written directions of the Landlord or its duly authorised officers and provided that the Landlord shall be at liberty in its absolute discretion to substitute a suitable alternative car parking area within the curtilage of the Building in the event that the existing Car Park is required for use by the Landlord.

- 1.8 The right to deposit refuse and recycling during the Permitted Hours in bins situated within the Common Parts designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3.
- 1.9 The right to use for the purpose of emergency egress on foot from the Property the emergency and fire escape routes designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3.
- 1.10 The right to use and to connect into any Service Media at the Building 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 or constructed during the Term. Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media at the Building pursuant to paragraph 1.3(c) of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
- 1.11 The right to install, repair and maintain the Tenant Service Media to serve the Property provided that the Landlord has approved such installation, repair and maintenance in advance and all works required in relation to the Tenant Service Media are carried out by the Landlord's approved contractors only and at the Tenant's cost. Provided that prior to the Termination Date, the Tenant shall remove any Tenant Service Media and make good any damage caused to the Property or the Building in doing so using the Landlord's approved contractors only and at the Tenant's cost.
- 1.12 Subject to the Tenant complying with clause 20.2, the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 1.13 Subject to complying with clause 20.1, the right in common with the Landlord and all other persons authorised by the Landlord to access and use the server room in the Excluded Information of the Building shown on the plan annexed to this lease at ANNEX C ("the Excluded Information") for the purposes of storing the Tenant's administration cabinet which includes the Tenant's administration, safety and networking equipment that connects the Property to the Tenant's Wifi.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Building (excluding the Property)) and the following other rights:
 - 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.
 - 1.2 Subject to the Landlord complying with clause 31, the right to enter the Property:
 - (a) to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - (b) to carry out any works to any other part of the Building; and
 - (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - (a) use and 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 during the Term;
 - (b) install and construct Service Media at the Property to serve any other part of the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - (c) re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 The right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
 - 1.6 Subject to the Landlord acting reasonably and in the interests of good estate management, the right from time to time to:
 - (a) designate alternative areas, routes or facilities over which the Rights may be exercised; or
 - (b) prevent or restrict access to any of the Common Parts if reasonably required to enable works to be carried out to any part of the Building or in case of emergency.

2. The Reservations:
 - 2.1 Are excepted and reserved 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 the Common Parts or loss of amenity for the Property or the Common Parts.
 - 2.2 May be exercised by:
 - (a) the Landlord;
 - (b) anyone else who is or becomes entitled to exercise them; and
 - (c) anyone authorised by the Landlord.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, 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:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4 Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Building and any land over which the Rights are granted including those set out or referred to in the register entries of CYM439550 and P171590 as at the date of this lease.

Schedule 5 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2, 1.3 and 9 of this Schedule, the Landlord must keep the Building insured on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property and the Building in this Schedule 5 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property unless:
 - (i) those alterations are permitted or required under this lease;
 - (ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under paragraph 1 of this Schedule, the Landlord must:
- (a) at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums; and
 - (iii) details of any commission paid to the Landlord by the Landlord's insurer;
 - (b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.

3. Tenant's obligations

- 3.1 Subject to paragraph 8, the Tenant must pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) a fair proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes.

3.2 The Tenant must:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (i) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Building;
- (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property;
- (e) except for the Excluded Insurance Items forming part of the Property, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay in relation to the Building by reason of any act or omission of the Tenant or any Authorised Person.

4. Rent suspension

- 4.1 Subject to paragraph 4.2 of this Schedule, if any Building Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Building Damage) shall be suspended until the earlier of:

- (a) the date on which the Building has been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) the date which is two years from and including the date on which that Building Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Building Damage is caused by an Insured Risk and:

- (a) the policy of insurance in relation to the Building has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
- (b) the Tenant has not complied with paragraph 3.2(f) of this Schedule.

5. Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk

5.1 Following Building Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Building Damage occurred.

6. Termination if reinstatement not complete by expiry of rent suspension

6.1 If Building Damage by an Insured Risk occurs and the relevant parts of the Building have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is two years after the date on which that Building Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

- (a) such notice is served before the relevant parts of the Building have been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 14 or this Schedule 5.

7. Consequences of termination

7.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Building shall belong to the Landlord.

8. Landlord's Self Insurance

Where the Landlord is a government department or other Crown body agency or authority, the Landlord may elect to self-insure the Building and in the event that the Landlord self-insures the Building, the Landlord is not obliged to insure under paragraph 1 of this Schedule and no Insurance Rent shall be payable by the Tenant.

9. Landlord not obliged to reinstate other Lettable Units

Nothing in this Schedule 5 shall oblige the Landlord to reinstate any Lettable Unit (except the Property).

EXECUTED as a DEED by applying
the seal of THE WELSH MINISTERS

The application of the seal of the

Welsh Ministers is AUTHENTICATED
by

[SACQUELYN MARY REES
COMMERCIAL PROPERTY LAWYER]

who is duly authorised for that purpose
by the Director of Legal Services by
authority of the Welsh Ministers under
section 90(2)

of the Government of Wales Act 2006.

Signed: J.M. Rees

Name: Jacquelyn Mary Rees

Job Title: Commercial Property Lawyer



EXECUTED as a DEED by
Comisiynydd Y Gymraeg acting
by two Authorised Officers:

.....
Efa Gruffudd Jones
Comisiynydd / Commissioner

.....
Authorised Officer
Sian Elen McRobie
Cyfarwyddwr Gwasanaethau
Corfforaethol (Director of Corporate
Services)

ANNEX A Property Plan

Excluded Information

ANNEX B Car Park Plan

Excluded Information

ANNEX C Server Room Plan

Excluded Information

ANNEX D Furniture Schedule

Excluded Information

ANNEX E GDPR Notice

GDPR Privacy Statement

Section 1 – Purpose for collecting the personal data

You have an agreement to occupy Welsh Government property and in order to manage your Agreement, we process your personal data.

We process your data to:-

- To meet our obligations as a landowner, landlord and manage the property efficiently.
- To inform consultants acting on behalf of Welsh Government to ensure Welsh Government meets its landowner's and landlord's obligations and manage the property efficiently
- To record your language preferences

Welsh Government is Data Controller for this information.

Section 2 – Consequences of not providing the data

Your personal data is held as a result of Welsh Government entering a legal agreement with you. If your data is not provided, Welsh Government is unable to comply with or manage its legal rights and obligations to you.

Section 3 – Sharing the data

The information is used by Welsh Government officials (surveyors, lawyers, accountants and administrators) to administer your agreement with Welsh Government and meet our landlord and landowning rights and obligations.

Your Information is issued periodically to external consultants in a format that is password protected as follows:-

- a facility management contractor to assist WG meet its landowning and landlord obligations.
- a property valuation company to assist the Welsh Government with the Annual Asset Valuation
- External Lawyers to provide legal advice in relation to your agreement.

Standard Sections of the Privacy Statement

You have the right to:

- access to the Personal data that we are processing about you;

- require us to rectify inaccuracies in that data;
- the right (in certain circumstances) to object to or restrict processing;;
- the right (in certain circumstances) for your data to be 'erased';
- lodge a complaint with the Information Commissioner's Office (ICO) who is our independent regulator for data protection

Basic details

If you have any questions concerning the information we hold on you, please contact the Welsh Government Land Division mailbox Yrls-adranTir.LandDivision@gov.wales or please contact the Welsh Governments Data Protection Officer (DataProtectionOfficer@gov.wales)

Your information will be held for 7 years after your agreement has ended or until any outstanding claims due under the agreement have been cleared whichever is the later.

