

Agreement date

1. Summary

The agreement (**this agreement**) you are about to enter into has two parts. They are:

- this summary of main conditions (the **summary**); and
- the extra provisions (**the extra conditions**).

The only document you have to sign is this **summary**. The **extra conditions** form part of **this agreement** because we include them by cross-referencing them. They can be seen on our website which is www.baa.com/property.

The **extra conditions** are also known as the First Edition 2008 of the Heathrow Airport Standard Indefinite Tenancy Terms and Conditions. We cannot change the **extra conditions** as they are included in **this agreement** unless both we and you agree to change them. We publish the **extra conditions** on the Heathrow Airport website which is [] so that you can refer to them at any time.

The **summary** of the main conditions of **this agreement** is set out below.

Terms defined in the **summary** or in the **extra conditions** will appear in bold throughout **this agreement**.

References to clauses or schedules (other than this **summary**) are to clauses or schedules of the **extra conditions**.

- 1.1 **Landlord (We or us):** **Heathrow Airport Limited** (Company registration number 1991017) whose registered office is at 130 Wilton Road, London SW1V 1LQ.
- 1.2 **Tenant (You):** [] (Company registration number [] whose registered office is at []).
- 1.3 **Airport:** London Heathrow Airport, London, England.
- 1.4 **Building:** Building number [] known as [] at the airport.
- 1.5 **Premises:** Room number [] in the **building** with an approximate area of [] square metres coloured pink on the attached plan. The **premises** are further described in the first schedule together with the rights referred to in the second schedule. However, please see our rights in the third schedule.
- 1.6 **Term:** A six month periodic tenancy – this is a tenancy that continues with no fixed end date beginning on [*insert **rent start date** or, if the start date of the **term** is earlier (in other words, if there is a rent-free period), insert start date*]

of term] (the **term start date**) until we or you end it earlier in line with **this agreement**;

1.7 Main Charges to be paid by you

1.7.1 **Rent:** [£] (pounds) each year (**the initial rent**) which will be reviewed as set out in the fifth schedule

1.7.2 **Maintenance charge:** £[] (pounds) each year which will be reviewed as set out in part E of the fourth schedule.

1.7.3 **Heating charge:** £[] (pounds) each year which will be reviewed as set out in part F of the fourth schedule.

1.7.4 **Interest:** on unpaid rent as set out in clause 4.1.2.

1.7.5 **Rates and taxes:** as set out in clause 4.1.3.

1.7.6 **Electricity gas and other services:** used as set out in clause 4.1.4.

1.7.7 **Value Added Tax (VAT):** as set out in clause 4.1.5.

1.7.8 **Insurance money we cannot recover:** insurance money we cannot recover under our insurance policy as set out in clause 4.1.6.

1.7.9 **Our costs:** as set out in clause 4.1.7.

1.8 **Use allowed:** airport related [office, storage or workshop]

1.9 **Rent start date:** []

1.10

1.10.1 **Starting December's maintenance charge index** []

1.10.2 **Starting December's heating charge index** []

1.11 **Our notice period:** We must give you at least six months' written notice to take advantage of our break option as set out in clause 6.6.1.

1.12 **Your notice period:** You must give us at least three months' written notice to take advantage of your break option as set out in clause 6.6.2.

1.13 **Repair and decoration:** You must repair and decorate the **premises** to the standard set out in clause 4.2.

1.14 **Disposals:** You can sell **this agreement** or share the **premises** in the limited circumstances set out in clause 4.5.

1.15 **Rent review:** The rent will be reviewed on the **review date** or dates as set out in the fifth schedule.

1.15.1 The first **review date** is *[insert third anniversary of the Term]*

1.15.2 Each **review date** after the first **review date** is on the third anniversary of the last **review date**.

1.15.3 '**Review date**' means any one of the **review dates**.

1.16 **Extra conditions:** The **extra conditions** apply to **this agreement** and are included in it.

1.17 **BAA property check:** If a **BAA property check** has been carried out and is agreed between us to record the condition of the **premises**, it will be attached to this **summary**.

Signed as a deed by people authorised to sign for both the **landlord** and the **tenant** and witnessed on the date shown on the front page.

Signed on behalf of the **landlord** by

(Signature)

Name (BLOCK CAPITALS)

Position in company

A person authorised to sign for us in the presence of:

(Signature)

Name (BLOCK CAPITALS)

Address

.....

.....

Signed on behalf of the **Tenant** by

(Signature)

Name (BLOCK CAPITALS)

Position in company

A person authorised to signed for you in the presence of:

(Signature)

Name (BLOCK CAPITALS)

Address

.....

.....

Attachment

BAA property check

Extra conditions

These extra conditions are the Heathrow Airport Standard Indefinite Tenancy Terms and Conditions First Edition 2008.

2 Definitions

- 2.1 **'the accountant'** – a professionally qualified and suitably experienced accountant (who may be our employee) or firm of accountants we have appointed to perform in an independent way any of the functions of the accountant under **this agreement**.
- 2.2 **'approval process'** – our process, which we may change from time to time for approving any alterations you may make.
- 2.3 **'the shared areas'** – the pedestrian ways, forecourts, entrance halls, passenger concourses, corridors, landings, lifts, staircases, escalators, toilet accommodation, passages and other areas in the **building** which we provide for shared use by you and other users of the **building**.
- 2.4 **'Insured risks'** – fire, lightning, explosion, damage by aircraft (including items dropped from aircraft), riot, civil commotion, malicious people, earthquake, subsidence, landslip, storm, flood, water pipes tanks and other apparatus bursting and overflowing and impact by road vehicles and (if insurance is available against the same in the London market at reasonable commercial rates) terrorism and other risks as we may reasonably, from time to time think fit to insure against.
- 2.5 **'Quarter days'** – the first day of January, April, July and October in each year.
- 2.6 **'Service pipes and channels'** – sewers, drains, gutters, pipes, ducts, wires, cables and other similar apparatus.
- 2.7 **'Built-in fault'** – a fault in the **premises** or the **building** or any part of the **premises** or the **building** which:
- 2.7.1 exists but cannot be seen at the date of **this agreement**; and
- 2.7.2 is the result of faulty design, supervision or construction of the **premises** or the **building**.
- 2.8 **'Portable fire equipment'** – any fire-prevention and firefighting equipment and ancillary apparatus which is not fixed or connected to any **service pipes and channels** (including fire extinguishers and fire blankets).
- 2.9 **'Fixed fire systems'** – any fire-prevention, fire-detection and firefighting systems (including fire alarms, smoke and heat detectors, sprinklers and emergency lighting) that are not portable fire equipment.
- 2.10 **'Authorised guarantee agreement'** – an authorised guarantee **agreement** covering the performance by someone you transfer **this agreement** to. To be entered into by you under clause 4.5.3.2 and which must:
- (A) keep to the provisions of Section 16 of the Landlord and Tenant (Covenants)

Act 1995; and

- (B) (depending on the provisions of that Act) be in terms we may reasonably ask for.

2.11 **'Minimum level of cover'** – the public liability insurance cover which will be needed for the **premises**, which is:

- (A) £50 million if you have vehicular airside access for vehicles;
- (B) 15 million if the **use allowed** includes **catering**; and
- (C) £5 million if neither of the above apply;

whichever is greatest.

Or, the level of cover needed could be any greater level we may tell you to have in place. However, we must act reasonably and responsibly when deciding this. We will let you know if this is the case. (However, from time to time we may agree in writing that we will allow a lower level of cover temporarily against war and terrorism.)

2.12 **'Catering'** – cooking or heating food or drink at the **premises**.

2.13 **'Summary'** – the summary of the main conditions of **this agreement** entered into between us and you.

3 The premises and rents

We agree to let, and you agree to take, the **premises** for the **term**. You also agree to pay the **rent**, the **maintenance charge** and the **heating charge** without taking any amounts off (unless you are allowed to do so by law). You must pay every three months in advance on the **quarter days**. You must make the first payments on the **rent start date** for the period from the **rent start date** to the following **quarter day**.

4 Your obligations

You agree to do the following:

4.1 Obligations relating to rent rates and outgoings

4.1.1 Rent, maintenance charge and heating charge

You must pay us the **rent**, the **maintenance charge** and the **heating charge** shown in clause 3.

4.1.2 Interest

You must pay us interest at 2% a year over the base rate from time to time of Barclays Bank plc on any amount you owe under **this agreement** but which you are more than 14 days late in paying. We will charge this interest until we receive payment (as well after as before any judgement).

4.1.3 Rates and taxes

You will pay all existing and future rates, taxes (except water rates) and outgoings for the **premises**. You will not be responsible for any tax for receiving rent or other payments under **this agreement** (other than as shown in clause 4.1.5) or for granting **this agreement** or any dealing with our interest in **this agreement**.

4.1.4 Electricity, gas and other services

You must pay the supplier and indemnify us (this means making good any future losses we suffer) against all charges for gas, electricity and water used on the **premises**, together with all connection and standing charges.

4.1.5 To pay VAT

If you are due to pay us any amount, you must also pay any VAT on that amount on the same date. If you have agreed to pay our costs, you must pay VAT on these on the same date.

4.1.6 Insurance money we cannot recover

You must pay us when we demand any **insurance money** we cannot recover for the **premises** or any of our other **premises** because of anything you have done or failed to do.

4.1.7 Costs

Forfeiture is a specific way of ending a lease or tenancy **agreement** (such as **this agreement**) where the **landlord** can end the lease if the **tenant** breaks one of the terms of the lease and fails to put it right after being asked to do so by the **landlord**.

You must pay us, when we demand, all costs we reasonably have to pay in connection with:

preparing and serving a notice or any proceedings in connection with forfeiture of **this agreement** (even if you can avoid forfeiture other than where a court orders relief);

4.1.7.1 preparing and serving a schedule of repairs at any time during the term or within one month after the term ends; and

4.1.7.2 applying for permission or approval whether or not granted (unless unlawfully withheld).

4.2 Obligations relating to repairs, decoration and cleaning alterations and our right to enter the property

4.2.1 Repair

You must keep the **premises** in repair to a standard shown in our **BAA**

property check carried out immediately before the date of **this agreement** and which, if agreed, will be attached to the **summary**. (However, you do not have to repair damage caused by **built-in faults** or **insured risks** unless anything you have done or failed to do makes it impossible to claim any money under our insurance policy.) You must return the **premises** to us at the end of the **term** in the same state of repair, having removed all your fixtures and fittings.

4.2.2 **Our fixtures and fittings**

You must replace our fixtures and fittings which are inside (and which only serve) the **premises** if at any time they become beyond repair.

4.2.3 **Decoration**

You must keep the **premises** (and return them to us at the end of the **term**) in good decorative order. You must use appropriate good-quality materials and only tints and colours we approve.

4.2.4 **Cleaning**

You must keep the **premises** in a clean and tidy condition and clear of rubbish. You must clean the inside of all windows as often as is reasonably necessary.

4.2.5 **Alterations**

4.2.5.1 You must not put up any pole, mast, aerial, wire or other equipment for communications ('apparatus') as defined in the Communications Act 2003 (for example, digital, telegraphic, telephone, radio or television communication services) in or on the **premises** without our permission. You must get our permission using our **approval process**. You must also get approval from all competent authorities for the apparatus before you apply to us for permission and you must give us signed copies of those approvals.

4.2.5.2 However, you do not need to apply for our approval for the activities listed in clause 4.2.5.3 below as long as those activities:

- (A) do not involve either you, or any person providing services to you, installing any apparatus outside the **premises**;
- (B) do not involve work to the structure of the **premises**; and
- (C) the signals relating to those activities and to the apparatus are fully contained within the **premises**.

4.2.5.3 Those activities are:

- (A) installing and altering patch panels, modems, terminating equipment and telephone switching;

- (B) installing and altering structured cabling for voice and data services;
- (C) cable links from the structured cabling to telecommunication or computer equipment;
- (D) connecting cables, telecommunication and computer equipment to your cable infrastructure;
- (E) installing televisions, LCD and plasma screens; and
- (F) providing internet and wide area networking using fixed cabling only.

4.2.5.4 To avoid any doubt, you need our written permission for all activities other than those in the above clause 4.2.5.3. In considering whether to grant our permission, the following will apply.

- (A) We will consider the circumstances relevant to each proposed installation, including whether the installation will cause interference or signal bleed (that is interference with other channels or frequencies) as defined in our **approval process**.
- (B) We will not automatically withhold approval if we consider the installation might interfere with other channels or frequencies. However, we may still then withhold approval after we have raised our concerns and discussed the matter with you if we (acting reasonably) are not satisfied with your proposed methods of containing the relevant signals.
- (C) We will not withhold approval unreasonably for alterations covered by clause 4.2.5.1 within the **premises** if we believe the installation will not interfere with other channels or frequencies.

4.2.5.5 Without affecting clause 4.2.5.1 above, you must not make any structural alterations or additions to the **premises** or alterations or additions to the outside of the **premises**. You will need our written permission before you make any other alterations or additions. We will not unreasonably withhold or delay permission.

4.2.5.6 If we do agree to any of the matters set out in this clause 4.2.5 ('the alterations') you must do the following.

- (A) If we ask you to, you must enter into our standard 'Change approval' document and enter into a separate facilities licence which deals with the **alterations**. You must pay a licence fee for this licence in line with the standard tariff charged by the

airport from time to time.

- (B) You must make sure that all cables you lay are marked with a durable label permanently attached to each end and every five metres throughout the length of the cable (and either side of a break in the cable). The labels must show the cable number (which we will provide), who owns the cable and the type of service the cable provides.
- (C) You must remove any of your cables and any other equipment as soon as you no longer need them.
- (D) You must keep to all requirements set out in the **approval process** and the approval itself.

4.2.6 To allow us entry

You must allow us, and anyone we authorise, to enter the **premises** during usual business hours if we give reasonable notice. If there is an emergency, we will not give any notice. When we enter the **premises** we will cause as little disruption and inconvenience to you as possible. We (and anyone authorised by us) will only enter the **premises** if we (or they) need to:

- 4.2.6.1 inspect the condition of the **premises**;
- 4.2.6.2 take a schedule of our fixtures or of any repairs needed;
- 4.2.6.3 exercise any of the rights under **this agreement**; or
- 4.2.6.4 carry out any work or put right any breaking of your obligations in **this agreement** which you have failed to put right within a reasonable time of our notice telling you to do so.

4.3 Obligations relating to use

4.3.1 Use allowed

You must not use the **premises** for any purpose other than for the **use allowed**.

4.3.2 Dangerous things and undesirable uses

- 4.3.2.1 You must not keep anything on the **premises** which is (or is likely to become) dangerous, noisy, harmful or offensive (other than any items you need in the ordinary course of your business and for which we have given our permission). We will not unreasonably withhold our permission. You must always make sure that you properly store and control these items.
- 4.3.2.2 You must not do anything which might affect the insurance of the **premises** (or might cause the insurance policy to become void) or causes the premiums to increase or which might cause damage to

or disturb other users of the **building**.

4.3.3 Signs and advertisements

You must not put up on the **premises** any sign, picture or advertisement which can be seen from the outside of the **premises** without getting our permission beforehand. We will not unreasonably withhold or delay our permission.

4.3.4 Heating, cooling and ventilation

You must not do anything which interferes with the heating, cooling or ventilation of the **building** or which places a significant extra load on any heating, cooling or ventilation equipment in the **building**.

4.3.5 Overloading the electricity supply

You must not overload the electricity distribution system or cause radio or television interference. If we ask, you must remove from the **premises** any appliance which is causing (or is likely to cause) this kind of overloading or interference.

4.3.6 Overloading ceiling and floors

You must not bring or leave on the **premises** any items which may strain or damage the **premises** or any part of the **premises**. You must also not suspend anything from the walls or ceiling which may strain or damage the **premises** or any part of the **premises**.

4.4 Obligations relating to laws and insurance requirements and so on

4.4.1 Laws

You must keep to all laws which apply at any time to the **premises** or the **building** (including regulations or orders made under those laws) unless this is our responsibility.

4.4.2 Byelaws

You must keep to any byelaws which the airport operator (as defined by Section 82(1) of the Airports Act 1986) makes at any time relating to the **airport**. You must also keep to any directions relating to how the **airport** operates and is run and which are given by the managing director of the **airport** or by any other person who has the managing director's authority to carry out his role. You must do everything reasonably possible to make sure that all your employees at the **premises** and other people using or going to or from the **premises** or any part of them keep to these byelaws and directions.

4.4.3 Letting us know about waste and packaging

You must give us a description and details of all waste you need removed from the **premises**. You must make sure that all waste is packaged or otherwise contained to prevent leaks and spills. Generally you must not do (or

fail to do) anything which means we may have broken a duty under Section 34 of the Environmental Protection Act 1990 and any amendments to it.

4.4.4 **Planning**

You must keep to any planning requirement or condition relating to the **premises** and you must not apply for planning permission for the **premises** or for a decision as to whether a particular operation or change of use would be classed as developing the **premises**.

4.4.5 **Fire and safety instructions**

You will keep to:

- 4.4.5.1 all proper and lawful requirements from our insurers and the fire authority (as long as you have been told in writing what these requirements are);
- 4.4.5.2 and carry out any fire assessments relating to the **premises** as needed by law; and
- 4.4.5.3 all safety instructions we have sent in writing to you relating to the **premises** or the **building**.

4.4.6 **Firefighting equipment**

- 4.4.6.1 You must keep at the **premises** all portable fire equipment which we, our insurers or the fire authority require. We will make our requirements in the interests of managing our estate well but we alone will make decisions where the safety, security and operation of the **airport** are concerned. This includes any portable fire equipment needed under changes in the law. We must give all requirements to you in writing.
- 4.4.6.2 You must immediately tell us about any change within the **premises** you have made or allowed if that change means that fixed fire systems will need to be installed or altered ('a change').
- 4.4.6.3 You must refund us, within seven days of written demand, our reasonable and proper costs in connection with installing (or altering) any **fixed fire systems** which we decide to carry out as a result of any change. We will make our decision in the interests of managing our estate well but we alone will make decisions where the safety, security and operation of the **airport** are concerned.

4.4.7 **Furniture**

You must make sure that all furniture in the **premises** is fitted with combustion-modified foam as shown in the Furniture and Furnishings (Fire)(Safety) Regulations 1988 and any amendment to those regulations. All fabric coverings must be flame retardant and keep to all relevant British Standards.

4.5 Disposals

You must not mortgage, charge or grant any security interest over or transfer, underlet share, hold on trust for another or part with the possession or occupation of the **premises** or any part of the **premises** unless the following part of this clause 4.5 allows you to do so.

- 4.5.1 You may (unless this creates a lease) allow a company which is a member of the same group as you (for the purpose of section 42(1) of the Landlord and Tenant Act 1954 or which would fall within the meaning of that section if the relevant corporation were incorporated within England and Wales) to share the **premises** or any part of them for as long as the company stays a member of your group. You are only allowed to do this if you let us know in writing about sharing the occupation before it starts.
- 4.5.2 If you have our permission, you may (depending on clause 4.5.3 below) assign (this means legally transfer) **this agreement** to any person to whom you have sold (or agreed to sell) all or part of your business at the **airport** as a going concern. We will not withhold our permission unreasonably in these circumstances.
- 4.5.3 We may place all or any of the following conditions (which are shown for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927) on any permission we may give for you to assign **this agreement** in line with clause 4.5.2 above.
 - 4.5.3.1 The person you assign **this agreement** to must agree with us to carry out all your obligations in **this agreement** for any period allowed by the Landlord and Tenant (Covenants) Act 1995. (This is only effective until the person you assign **this agreement** to legally assigns it to another person.)
 - 4.5.3.2 You must enter into an **authorised guarantee agreement** in our favour.

4.6 Indemnity

- 4.6.1 You must indemnify us (this means making good any future losses we suffer) against all claims, liabilities and demands which may be brought against us for any loss, damage or injury either to people or property however caused and related to how the **premises** are used.
- 4.6.2 You must take out a public liability indemnity policy with a responsible insurance office or underwriters against all matters referred to in clause 4.6.1 with the **minimum level of cover** (or any greater amount you feel is appropriate) for any one claim for any series of claims relating to one incident. You must show us the policy and the receipts for your last premium if we ask you to do so.
- 4.6.3 You must try to make sure that your insurers note our interest as the owner and operator of the airport on your policy.

5 Our obligations

We agree to do the following.

5.1 Quiet enjoyment

We will allow you to hold and use the **premises** without us (or any person connected to us or under us) interrupting you.

5.2 To insure

Unless our insurance is not valid because of something you have done (or someone you have granted rights to has done) or which you (or someone you have granted rights to) fail to do, we will insure the **building** against loss or damage by the **insured risks** for its full reinstatement cost. We will also cover loss of rent for three years (or for any longer period we may reasonably think fit).

5.3 To rebuild

If the **premises** are totally or partly damaged or destroyed by any insured risk, depending on our getting any planning permission we need (which we will do everything reasonably possible to get), we will rebuild or reinstate the **premises** as quickly as possible in substantially the same form or with any variations we may reasonably need to make. We will make up any difference between the cost of rebuilding and reinstating and the insurance payout we receive. However, if the **premises** are damaged so badly by any risk that reinstatement is not practical without demolishing all or a substantial part of the **building**, we or you may decide to end **this agreement** by giving the other at least 28 days' notice in writing.

5.4 Fire equipment

If you keep to your obligation in clauses 4.4.6.2 and 4.4.6.3 we will do the following.

5.4.1 We will supply all portable fire equipment or **fixed fire systems** to the **retained parts** (as defined in the Fourth Schedule) the insurers or the fire authority may insist on. This will include any portable fire equipment and **fixed fire systems** needed due to changes in the law.

5.4.2 We will supply all **fixed fire systems** to the **lettable areas** (as defined in the fourth schedule) (including the **premises**) the insurers or the fire authority insist on. This will include any **fixed fire systems** needed due to changes in the law.

6 Further provisions

6.1 Forfeiture

Forfeiture (also known as re-entry) is a specific method of ending a lease or tenancy agreement (such as **this agreement**) where the **landlord** can end the lease if the **tenant** breaks one of the terms of the lease and does not put it right within a reasonable time of the **landlord** giving notice of the problem.

We may end **this agreement** by re-entering the **premises** if any of the following apply.

- 6.1.1 You fail to pay the rents or any other amount due under **this agreement** for 21 days (whether we formally demand them or not).
- 6.1.2 You fail to keep to any of the obligations in **this agreement** and you have failed, within 14 days, to comply with any notice giving details of that failure and telling you to put it right.
- 6.1.3 A bankruptcy order or an administration order is made against you.
- 6.1.4 A resolution is passed or an order is made to wind you up unless you are reconstructing or amalgamating your business.
- 6.1.5 A receiver is appointed over the whole or any part of your property or assets or your business.
- 6.1.6 You are struck off the register of companies or are dissolved or otherwise stop existing under the laws of the country or state where your business was incorporated.

However, this will not affect our rights against you or your rights against us in relation to any claim or for breaking any obligation made before this time.

6.2 No implied rights of way

Nothing in **this agreement** will give you a right over any land next to the **premises** or place any restriction on how any land which is not included in **this agreement** is used, unless we say differently in **this agreement**.

6.3 Suspending the rent

You can stop paying the **rent** or a percentage of the **rent** if the **premises** or any part of them or the **building** or any part of it are damaged or destroyed by any of the **insured risks** or affected by any **built-in fault** and:

- 6.3.1 the **premises** or any part of them are not fit for use under **this agreement**; or
- 6.3.2 are not accessible.

This will only apply if the insurance proceeds due under our insurance policy are not withheld because of something you have done (or someone you have granted rights to has done) or which you (or someone you have granted rights to) fail to do. An arbitrator will decide how much of the **rent** it is fair for you to stop paying. If we cannot decide on an arbitrator to make the decision, the President of the Royal Institution of Chartered Surveyors will choose one. **Rent** will not be due and so you will not have to pay it until the **premises** are fit to use again under **this agreement**.

6.4 No compensation

You will not have a right to compensation when you leave the **premises** under Section 37 of the Landlord and Tenant Act 1954.

6.5 Removing cables

We (and our agents or employees) will not be liable to you for any loss or damage you suffer as a result of removing any cables you have laid and not labelled as you should have done under clause 4.2.5.

6.6 Option to bring this agreement to an end

6.6.1 If we want to end **this agreement**, we must give you at least six months' notice in writing. The tenancy will then come to an end at the end of this notice period.

6.6.2 If you want to end **this agreement**, you must give us at least three months' notice in writing. The tenancy will come to an end at the end of this notice period.

6.6.3 A notice we have served under clause 6.6.1 or by you under clause 6.6.2 may end at any time (including during the first year) without referring to the start of the **term** and in spite of any law which may say something different.

6.7 Conditions of entry

If we (or any person we authorise) enters the **premises**, we or they will:

6.7.1 cause as little damage to the **premises**, or disturbance or inconvenience to you, as possible; and

6.7.2 repair, as soon as reasonably possible, any damage caused to the **premises** and to any fixtures and fittings or goods.

6.8 Notices

Section 196 of the Law of Property Act 1925 (as amended) (which deals with serving notices) is included in **this agreement**.

6.9 Termination

If we or you end **this agreement** or it comes to an end, this will not affect our or your rights in relation to any claim or for breaking any obligation made before the **agreement** was ended or came to an end.

6.10 Your property

We will sell your property, as your agent, after you have left the **premises** at the end of the **term**. We will do this if you leave any property in or on the **premises** and you fail to remove it within one month after a written request from us to do so, or if we have made reasonable attempts to contact you within one month from the first

attempt. You must indemnify us (this means making good any future losses we suffer) against any liability we suffer as a result of our selling, in good faith, anyone else's property which we presumed was yours. If, having made reasonable efforts to do so, we cannot find you, we may keep the proceeds of the sale (unless you claim them within six months of the date on which you left the **premises**). You must indemnify us against any damage caused to the **premises** and any losses caused by or related to the property being at the **premises**.

6.11 The fourth and fifth schedules

The fourth and fifth schedules will apply and we and you agree to keep to the obligations set out in those schedules.

6.12 Governing law

This **agreement** is governed by English law. Any disputes will be dealt with by the courts of England and Wales.

6.13 Excluding third party rights

We and you confirm that anybody who has not signed **this agreement** cannot enforce it under the Contracts (Rights of Third Parties) Act 1999.

The first schedule

‘the premises’

‘the premises’ includes:

1. the paint, paper, plaster and other decorative finishes on the inside of the outside walls of the **building** but no other part of the outside walls;
2. the floor finishes but not anything below them;
3. the ceiling finishes but not anything above them;
4. the whole of any non-load-bearing inside walls which are completely within the **premises**;
5. your side of the inside non-load-bearing walls dividing the **premises** from other parts of the **building**;
6. the doors and windows and the door and window frames which are completely within the **premises**;
7. the inner face of all outside doors and window frames (but not glass) in outside walls and the inner face of all doors and windows dividing the **premises** from other parts of the **building**;
8. all additions and improvements to the **premises**;
9. all our fixtures and fittings at any time in or on the **premises** (unless you have installed them and they can be removed from the **premises** without defacing the **premises**);
10. any service pipes or channels totally in or on the **premises** that just serve the **premises**; and
11. if the accommodation does not include a ceiling finish, to the under-surface of the ceiling slab but not (unless they totally serve the **premises** as referred to in paragraph 10 above) any service pipes or channels below the ceiling slab.

The second schedule

Rights granted to you

You (and people you have authorised) and we (and people we have authorised) may do the following.

1. Roads and other accessways

You and we may use the roads, routes, accessways, tunnels, walkways or rail links on the **airport** which we allow from time to time to get to and from the **building**. In deciding this, we will act in the interests of managing our estate well and for the security of the **airport**.

2. Shared areas

You and we may use the **shared areas** for all proper purposes in connection with the use of the **premises** and for getting access to them.

3. Service pipes and channels

You and we may use the **service pipes and channels** that now serve the **premises** and are now in or under the **building** and (if any) the **airport** for running water, soil, gas, electricity, telephone and other services or supplies to and from the **premises**. You also have the right, if we agree, to connect into those **service pipes and channels** as long as you pay all connection and meter installation charges. We will not unreasonably withhold our agreement. However, this right does not include the right to lay any service pipes or channels.

4. Support

You and we may have the right of support, protection and shelter from the **building** (or any of our property which joins the **premises**) which the **premises** enjoy now or after the date of **this agreement**.

The third schedule

Exceptions

We (and anyone else we allow) have the following rights.

1. Service pipes and channels

We have the right at all times, during the **term**, to use jointly with you the **service pipes and channels** on, in or under the **premises**. We (and anyone else we will allow) can:

1.1 maintain, repair and renew them; and

1.2 lay, install, construct and use any **service pipes and channels** on, in or under the **premises**;

to service the **building** and any land next to or near the **premises**. However, any work we carry out in this way will be carried out as quickly as is reasonably possible. We will also repair any damage to the **premises** caused by the work.

2. Rights of entry

We have the right to enter the **premises** at all reasonable times if we give you written notice (unless there is an emergency in which case we will not have to give you notice) with or without workmen and materials to carry out any of our rights under **this agreement** and to maintain and repair the **building** or any building on the land next to or near the **premises**. However, any work we carry out in this way will be carried as quickly as is reasonably possible. We will also repair any damage to the **premises** caused by the work.

3. Light

We have the right to rebuild or change any of the buildings on land next to or near the **premises** and build on or use that land at any time and for any reasonable airport-related purpose even if the rebuilding or changing restricts the light or air reaching the **premises**. However, any work we carry out in this way will be carried out as quickly as is reasonably possible. We will also repair any damage to the **premises** caused by the work.

4. Support

The right to light, air, support, protection, shelter and all other rights of way, now or after the date of **this agreement**, belonging to other parts of the **building** or our adjoining property.

The fourth schedule

Service charge

Part A

Definitions

1. **'Services'** – the services and facilities shown in part C of this schedule.
2. **'Heating services'** – the services and facilities shown in part D of this schedule.
3. **'the services computing date'** – 1 April or any other date we may choose in every year.
4. **'the heating services computing date'** – 1 April or any other date we may choose in every year.
5. **'the heating services financial year'** – the period:
 - b. from the start of the **term** to and including the first heating **services computing date**; and then
 - c. the period between two consecutive **heating services computing dates**.
6. **'Maintenance charge index'** – the 'Retail Price Index (all items)' which is published every month in the United Kingdom by the Office of National Statistics or any organisation which may take over from it.
7. **'Heating charge index'** – the 'Retail Price Index (all items)' which is published every month in the United Kingdom by the Office of National Statistics or any organisation which may take over from it.
8. **'Lettable Areas'** – all parts of the **building** (but not the **shared areas**) which are occupied by you or another tenant or by us (or a group company of ours), or which could be occupied by any of these people.
9. **'Retained Parts'** – all parts of the **building** (including the **shared areas**) other than the **premises** and the other **lettable areas**.
10. **'Structure'**:
 - 10.1 every part of the roofs and foundations of the **building**;
 - 10.2 every part of the floors and ceilings of the **building** (including floor and ceiling slabs and screeds but not the floor and ceiling finishes);
 - 10.3 every part of the outside walls of the **building** (but not the paint, paper and other decorative finishes on the inside of these walls);
 - 10.4 every part of the load-bearing walls and other structures of the **building** (but not the paint, paper and other decorative finishes on the inside of these walls and other structures); and

10.5 all other parts of the structure of the **building** we have not already referred to.

To avoid any doubt, the structure does not include any part of the **premises** or the **plant**.

11. **'Plant'** – all fixed apparatus, plant equipment and machinery in the **building** at any time including lifts, lift-shafts, stand-by generators and boilers and items relating to mechanical ventilation, heating, cooling, public address and closed-circuit television systems.

Part B

The Services and heating services

12. Performing the services

We will perform the **services** and **heating services** at all times in line with the principles of good estate management throughout the **term**. We will not be liable to you for any failure or interruption in any of the **services** or **heating services** if we need to repair, replace or maintain any of the installations or apparatus. We will also not be responsible if any of the installations or apparatus are damaged, destroyed or break down. And we will not be responsible for very bad weather or for any causes beyond our control (unless we could have reasonably prevented failure or interruption in any of the **services** or **heating services** by taking proper care and attention). We will:

12.1 do everything reasonably possible to deal with the failure or interruption;

12.2 as far as is possible (except in an emergency) and without causing further interruption to the **services** or the **heating services**, sort out the failure or interruption out of usual business hours if not doing so would substantially interfere with your business.

13. Variations

- 13.1 We may add to, extend, vary or change the **services** or the **heating services** (except those set out in clause 14 of this Schedule) if we in our reasonable opinion believe this is necessary in the interests of managing our estate well and for the benefit of tenants and anyone who occupies the building. But, we will not, without the permission of most (by floor area) tenants in the **building**, withdraw or withhold any of the **services** or the **heating services**). We can only add to, extend, vary or change the **services** or the **heating services** if the addition, extension, variation or change keeps to all laws which may apply and allows the **premises** to be used in line with those laws and with **this agreement**.
- 13.2 If at any time, during the term, the total property which uses the services permanently increases or reduces or if some other event happens and the **maintenance charge** or the **heating charge** is no longer appropriate to your **premises**, we will change it from the next **services computing date** or **heating services computing date**. This change will be fair and reasonable. If

you do not agree with the change, we and you appoint an independent arbitrator who will decide. If we cannot agree on an independent arbitrator, the President of the Royal Institution of Chartered Surveyors will choose one.

Part C

These are the services which we talk about above.

14. Maintaining the structure and retained parts

14.1 Maintaining and repairing the structure.

14.2 Maintaining the outer half (divided down the middle) of all inside non-load-bearing walls dividing the **premises** from other parts of the **building**. However, we will not maintain those walls which are just the responsibility of any other **tenant** or licensee in the **building** (including us if we alone use a **lettable area**) or if the **lettable area** is not used.

14.3 Maintaining, repairing and, where appropriate, washing down painting and decorating the **retained parts** to a standard we may, from time to time, reasonably consider adequate. This will include all walls, floors and ceilings surrounding and all doors and windows and door and window frames in the **retained parts**. (However, it will not include any items or parts of them if they are your responsibility or just the responsibility of any other **tenant** or licensee in the **building** (whether or not let) including us if we are alone using a **lettable area**).

15. Lift

Providing a reliable lift service by keeping any lifts in good working order or by providing new lifts if this appears to us to be in the best interests of the good operation of the **building**.

16. Maintaining plant

Inspecting, servicing, maintaining, repairing, overhauling and insuring all **plant** which serves the **premises**. (However, this does not apply to **plant** which is your responsibility or just the responsibility of any other tenant.)

17. Maintaining service pipes and channels

Maintaining, repairing, cleaning, emptying, draining and (when necessary) renewing all **service pipes and channels** which serve the **building**.

18. Fixed fire systems and portable fire equipment

If you keep to your obligations in clauses 4.4.6.2 and 4.4.6.3 maintaining, renewing and replacing, when necessary, any **fixed fire systems and portable fire equipment** (defined in clauses 2.8 and 2.9) in the **retained parts**. This also applies to any **fixed fire systems** in the **premises** and other **lettable areas** and keeping to clause 5.4 of **this agreement**.

19. **Cleaning heating, lighting and so on in the retained parts**

Cleaning, treating, polishing, heating and lighting the **retained parts** to a reasonable standard and in keeping for the building.

20. **Fixtures fittings and so on**

Supplying, providing, maintaining, renewing, replacing, repairing, servicing, overhauling and keeping in good and serviceable order and condition all fixtures fittings, bins, any tools, appliances, materials, equipment and other things, which are needed to maintain the **building** or any part of it or to keep it clean or looking tidy. However, this does not include **plant**.

21. **Windows**

Cleaning the outside of all windows and window frames in the **building** including any which form part of the **premises** and other **lettable areas**, and the inside surfaces of all windows in the **retained parts**.

22. **Rubbish**

Collecting and getting rid of rubbish from the **building** in line with our legal duty and providing, repairing, maintaining and renewing suitable bins for this purpose.

23. **Sewers**

Providing sewerage services to the **building**.

24. **Gardens and floral decorations**

Providing and maintaining (at our reasonable discretion) plants, shrubs, trees, gardens or grassed areas and floral decorations in the **retained parts** and keep them free from weeds, and neat.

25. **Security**

Providing security services or systems for the **building** as are reasonably appropriate in view of the nature and location of the **building**.

Part D

The heating services

26. **Hot and cold water**

Maintaining a satisfactory supply of hot and cold water and supply necessary soap and towels and paper in the toilet accommodation and kitchen areas in the **retained parts**.

27. **Central heating**

Supplying, at such times we reasonably consider appropriate, central heating to the **building** to temperatures we reasonably believe appropriate to provide a suitable

working environment for tenants in the **building** and their business needs.

28. **Air conditioning**

Supplying air conditioning to the **building** at times we reasonably consider appropriate (to temperatures and standards as we reasonably believe appropriate) to provide a suitable working environment for tenants in the **building** and their business needs.

Part E

Changing maintenance charges

29.

29.1 We will change the **maintenance charge** as shown in the **summary** in clause 1 (**'the initial maintenance charge'**) from the **services computing date**. The new **maintenance charge** will be equal to the **initial maintenance charge** multiplied by a fraction. The fraction is a/b where (a) is the figure set out in the **maintenance charge index** for the month of December immediately before the **services computing date** and (b) is the **starting December's maintenance charge index** (as defined in Clause 1.10.1).

29.2 If the **maintenance charge index** is no longer published, we will (acting reasonably) choose another similar index to replace it.

29.3 The **maintenance charge** is a contribution by you to the overall costs we have to pay in providing the **services**. However, it is not related to the actual cost to us of providing the **services**.

Part F

Changing heating charges

30.

30.1 We will change the **heating charge** as shown in the **summary** in clause 1 (**'the initial heating charge'**) from the **heating services computing date**. The new **heating charge** will be equal to the **initial heating charge** multiplied by a fraction. The fraction is c/d where (c) is the figure set out in the **heating charge index** for the month of December immediately before the **heating services computing date** and (d) is the **starting December's heating charge index** (as defined in clause 1.10.2).

30.2 If the **heating charge index** is no longer published, we will (acting reasonably) choose another similar index to replace it.

- 30.3 The **heating charge** is a contribution by you to the overall costs we have to pay in providing the **heating services**. However, it is not related to the actual cost to us of providing the **heating services**.

The fifth schedule

Rent and rent review

1. Definitions

- 1.1 **‘Review period’** – the period between (and including) any **review date** and the day before the next **review date** or between (and including) the last **review date** and the end of the **term**.
- 1.2 **‘Classes of accommodation’** – at the relevant **review date** these are the classes of accommodation on the **airport** which we have most recently agreed with the Airport Operators Committee (**AOC**).
- 1.3 **‘Guide prices’** – the guide prices which we agree with the AOC from time to time for the **classes of accommodation**.
- 1.4 **‘Percentage increase in guide prices’** – on any **review date** the percentage by which the **guide prices** have gone up between that **review date** and the **review date** immediately before it.

2. Deciding on the rent

- 2.1 The **rent** will be the following.

- 2.1.1 Until the **first review date**, the **rent** will be the **initial rent**.

- 2.1.2 During each **review period**, the **rent** will be equal to the **rent** you are paying just before the relevant **review date** increased on the relevant **review date** by the **percentage increase in guide prices**.

- 2.2 We will not reduce the **rent** if the **guide prices** go down.

3. Arrangements before the revised rent is decided

If the revised **rent** to be paid during any **review period** has not been decided by the relevant **review date** (because we have not agreed with the AOC the **guide prices** for the previous April), you must continue to pay **rent** at the previous rate on account of the **rent** for that **review period**.

4. Paying the revised rent

- 4.1 If:

- (a) the revised **rent** is decided on or before the relevant **review date**; and
 - (b) that date is not a quarter day;
- you must, on that **review date**, pay us the difference between:
- (c) one quarter's **rent** (at the rate due on the quarter day immediately before); and
 - (d) one quarter's **rent** at the rate of the revised **rent**;
- (this will be split on a daily rate) for that part of the quarter when you should have paid the revised rent.

4.2 If the revised **rent** during any **review period** has not been decided by the relevant **review date**, on the next quarter day after the date when it has been decided, you must pay us:

- 4.2.1 any shortfall between (a) the **rent** which you would have paid on the **review date** and on any future **quarter days** had the revised **rent** been decided on or before the relevant **review date** and (b) the payments you made on account; and
- 4.2.2 interest at the base rate of Barclays Bank plc which applies on the day you pay the shortfall. This will be charged on each instalment of **rent** due on or after the **review date** on the amount by which the instalment of revised **rent** which would have been paid on the relevant **review date** (or any quarter day) is more than the amount paid on account. The interest will be paid for the period from three months after the **review date** up to the date on which you pay the shortfall.