

Dated

13<sup>TH</sup> APRIL

2023

**UNILATERAL UNDERTAKING  
DEED OF PLANNING OBLIGATION  
UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING  
ACT 1990**

relating to land at  
Hellesdon Hospital Drayton  
High Road Norwich and  
Julian Hospital Bowthorpe Road Norwich

Given by

-and-

NORFOLK AND SUFFOLK NHS FOUNDATION TRUST

To

BROADLAND DISTRICT COUNCIL

-and-

NORWICH CITY COUNCIL

JCB/CPB/127301



**THIS DEED** is dated

13<sup>TH</sup> APRIL

2023

**BY:**

- (1) **Norfolk and Suffolk NHS Foundation Trust** of Hellesdon Hospital, Drayton High Road, Norwich NR6 5BE (referred to as "the Owner")

**TO:**

- (2) **Broadland District Council** of Thorpe Lodge 1 Yarmouth Road Norwich NR7 0DU (referred to as "Broadland Council")
- (3) **Norwich City Council** of City Hall, St Peter's Street Norwich NR2 1NH (referred to as the "City Council")

and Broadland Council and the City Council are together referred to as the "Councils"

**INTRODUCTION**

- (A) Broadland Council is a local planning authority for the purposes of this deed for the area within which the Site is located.
- (B) The City Council is a local planning authority for the purposes of this deed for the area within which the Julian Site is located.
- (C) The Owner owns the freehold of the Site which is registered at the Land Registry under title number NK401199 and held free from encumbrances other than the matters referred to below.
- (D) The Owner owns the Julian Site the title for which is deduced in the Epitome of Title and is held free from encumbrances other than the matters referred to below.
- (E) The Henderson Ward (now named the City Anchorage) is no longer used for

- (E) The Henderson Ward (now named the City Anchorage) is no longer used for Overnight Patient Accommodation and the Owner has applied for Permission for the Development.
- (F) Broadland Council has resolved to grant the Permission subject to the Owner entering into this Deed.

## **1. DEFINITIONS**

In this Deed the following expressions have the following meanings:

Act	The Town and Country Planning Act 1990 as amended
Commencement	<p>The date on which a material operation as defined in Section 56(4) of the Act is first carried out, except (for the purposes of this Deed only) operations consisting of:</p> <p>site clearance</p> <p>demolition</p> <p>archaeological investigations</p> <p>ground surveys and site investigations</p> <p>removal of contamination or other adverse ground conditions</p> <p>erection of temporary fences/means of enclosure</p> <p>temporary display of site notices and/or advertisements</p> <p>and 'Commence' and 'Commenced' will be construed accordingly</p>
Development	The Development of the Site in accordance with the Permission
Epitome of Title	The Epitome of Title dated 31 March 2023 and set out in Appendix 1 of this Deed
Habitat Site	A site protected under the Conservation of Habitats and Species Regulations 2017 and termed as such in the National Planning Policy Framework dated July

the National Planning Policy Framework dated July 2021

#### **Henderson Ward**

The former ward which is closed for Overnight Patient Accommodation at the Julian Site now known as the City Anchorage as shown edged red and labelled "43 Henderson" on the Julian Site Plan

Julian Site	The land known as Julian Hospital which includes the Henderson Ward and is deduced in the Epitome of Title and shown edged red on the Julian Site Plan
Julian Site Plan	The plan attached at Schedule 2 to this Deed
New Wards	The wards being developed at the Site as part of the Development
Mitigation	The measures to mitigate the impact of the Development on nutrient pollution of the Habitat Site within the catchment area of the Site approved by Broadland Council in writing
Nominated Officer	The senior officer of Broadland Council responsible for development management or other such officer of Broadland Council notified to the Owner
Overnight Patient Accommodation	The use of the relevant ward (either the Henderson Ward or the New Wards as the case may be) as accommodation for hospital in-patients between the hours of 6pm and 8am
Permission	The reserved matters approval to be granted by the Broadland Council for appearance, landscape and layout and allocated reference number 20220247 following the grant of outline planning permission 20201017 on 18 September 2020
Site Plan	The plan attached at Schedule 1 of this Deed
Site	The land in respect of which the Permission is sought forming part of land at Hellesdon Hospital and registered at H M Land Registry as part of title

Trigger

registered at the Land Registry as part of the  
number NK401199 shown edged red on the Site Plan  
means the Commencement date and any trigger or  
threshold in this Deed linked to the taking of specified  
steps, payment of money, or linked to the prohibition  
of a specified action

## **2. LEGAL BASIS**

- 2.1 This Deed is made pursuant to Section 106 of the Act and, to the extent that it does not contain planning obligations, under Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, and all other enabling powers.
- 2.2 The covenants and obligations contained in this Deed create planning obligations for the purposes of section 106 of the Act enforceable by the Councils and relate to the Site and the Henderson Ward.
- 2.3 Covenants given by more than one party can be enforced against them individually or jointly.
- 2.4 A reference to an Act of Parliament includes any later modification or re-enactment, including any statutory instruments made under that Act, and reference to a gender or person includes all genders or classes of person.
- 2.5 Any covenant in this Deed not to do something includes an obligation not to allow or permit it to be done.
- 2.6 References to any party to this Deed shall include successors in title to that party and to any person deriving title through or under that party and in the case of the Councils the successors to their respective statutory functions.
- 2.7 Representatives of the Councils may enter the Site at any reasonable time to ascertain whether the terms of this Deed are being or have been complied with provided they adhere to all reasonable health and safety requirements.
- 2.8 Headings appearing in this Deed are for ease of reference only and shall not affect its construction.
- 2.9 References to clauses sub-clauses and sub-paragraphs and schedules are reference to those contained in this Deed unless the context otherwise permits.

2.10 Where the context permits, words importing the singular will include the plural and vice versa.



### **3. CONDITIONALITY**

This Deed is conditional upon:

- 3.1 The grant of the Permission; and
- 3.2 The Commencement of Development.

Save for the provisions of this clause and clauses 3, 5.4, 5.11, 5.14, 6, 7 and 8 which shall come into effect immediately on completion of this Deed.

### **4 COVENANTS**

- 4.1 The Owner covenants with the Councils for itself and its successors in title to observe and perform the obligations and stipulations contained in this Deed.

### **5. OTHER PROVISIONS**

- 5.1 No person will be liable for any breach of this Deed if he no longer has an interest in the Site and/or the Henderson Ward (as the case may be) or the part of the Site and/or the Henderson Ward (as the case may be) in respect of which such breach occurs unless the breach occurred before he disposed of his relevant interest.
- 5.2 The Owner confirms that it is the owner of the Site and the Henderson Ward with full power to enter into this Deed and that there is no person or body with an interest in the Site whose consent is necessary to make this Deed binding on all interests in the Site.
- 5.3 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways in connection with the Development of the Site

- the Site.
- 5.4 On completion the Owner will pay the Councils' reasonable legal costs in connection with this Deed.
  - 5.5 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
  - 5.6 If any provision of this Deed is held to be invalid, illegal or unenforceable it will not affect the remaining provisions.

- 5.7 No waiver, express or implied, by the Councils of any breach or failure to perform or observe any of the covenants, terms or conditions of this Deed constitutes a continuing waiver, nor prevents the Councils from enforcing any of the provisions in this Deed.
- 5.8 If the Permission is quashed revoked or expires before Commencement then, save for clause 5.4 , this Deed will cease to have effect (insofar only as it has not already been complied with).
- 5.9 Subject to clause 5.10, nothing in this deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted after the date of this Deed.
- 5.10 If the Permission is subject to an application under Section 73 of the Act for the removal or amendment of any condition attached to the Permission then the obligations in this deed shall also apply to the new planning permission resulting from such application if so agreed by Councils (acting in their absolute discretion).
- 5.11 This Deed is registrable as a local land charge.
- 5.12 Following the performance and satisfaction of all the obligations contained in this Deed the Councils will, upon the written request of the Owner, cancel all relevant entries contained in the Register of Local Land Charges.
- 5.13 An agreement, approval, consent or expression of satisfaction required by the Owner from the Councils under the terms of this deed must be given in writing and shall not be unreasonably withheld or delayed.
- 5.14 The provisions of this Deed (other than this clause which takes immediate effect) will be of no effect until this deed has been dated.
- 5.15 Nothing contained or implied in this Deed will fetter, prejudice or affect the rights, discretions, powers, duties and obligations of the Councils in the exercise of any

discretions, powers, duties and obligations of the Councils in the exercise of any of their functions as local authority.

5.16 All payments under this Deed are exclusive of value added tax (VAT) and any VAT due must also be paid.

5.17 No provisions in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

## **6. DISPUTES**

- 6.1 If any dispute is not resolved between the Owner and Broadland Council and/or the City Council (as the case may be), any of the Owner and Broadland Council and/or the City Council (as the case may be) may refer it for determination by an expert. The expert will be appointed by agreement between the Owner and Broadland Council and/or the City Council (as the case may be) or, in default of agreement, by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's decision shall be final and binding.
- 6.2 The expert is to be replaced by a fresh appointee in the event that he becomes at any time unable or unwilling for any reason to proceed to discharge his functions. The fresh appointee is to be appointed in the manner prescribed in this clause.
- 6.3 The expert shall be required to give notice to each of the parties to the dispute inviting each of them to submit to him within ten working days of his appointment written submissions and supporting material and shall afford to each of the parties to the dispute an opportunity to make counter submissions within a further five working days in respect of any such submission and material and the expert shall use reasonable endeavours to publish his decision in writing within fifteen working days from receipt of any counter submissions or expiry of the five working days within which the parties could have submitted counter submissions.
- 6.4 The expert shall be at liberty to call for such written evidence from the parties to the dispute and to see legal or other assistance as may reasonably be required.
- 6.5 The expert may take oral representations from a party to the dispute but will not do so without allowing both parties the opportunity to present.

6.6 The expert shall have regard to all representations and evidence when making a

- 6.6 The expert shall have regard to all representations and evidence when making a decision which shall be in writing with reasons.
- 6.7 The costs of appointing the expert are to be shared equally by the parties to the dispute except where the expert takes the view that one party has acted unreasonably. In that case the expert has binding discretion as to apportionment of the costs.

- 6.8 The expert's decision shall be final and binding on the parties to the dispute and the expert's decision, once binding, will be enforceable by the courts of England and Wales as a contractual obligation and not as an arbitral award.
- 6.9 Nothing in this clause will apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.
- 6.10 The expert shall act as an independent expert and not as an arbitrator.

## **7. NOTIFICATIONS**

- 7.1 Any notice or written communication given under this Deed is validly given if hand delivered or sent by recorded delivery post to the address set out at the beginning of this Deed, unless written notification of another address has been received.
- 7.2 The Owner will notify the Nominated Officer in writing of the relevant
- 7.2.1 anticipated Triggers seven days in advance of each anticipated date,
- 7.2.2 actual Triggers within seven days of each actual date.
- 7.3 If the Owner disposes of his interest in all or part of the Site or the Henderson Ward or part of the Henderson Ward it will notify the Nominated Officer within 7 days of the name and address of the new owner and sufficient details to identify the Site or part of the Site or the Henderson Ward or part of the Henderson Ward.

## **8. JURISDICTION**

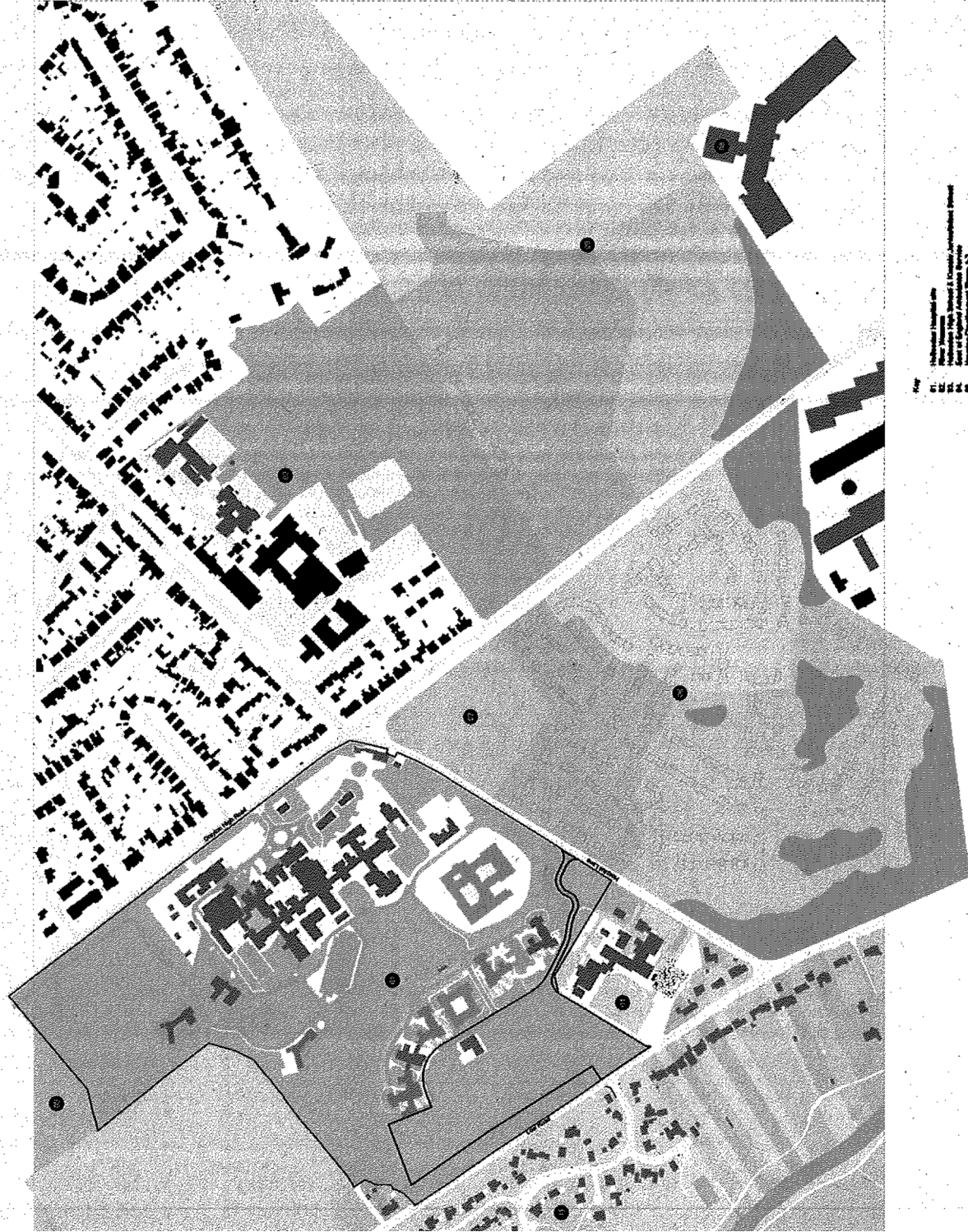
This Deed is governed by and interpreted in accordance with the law of England and Wales.





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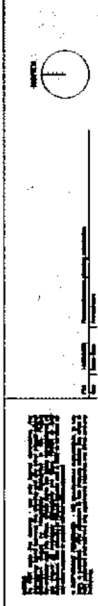
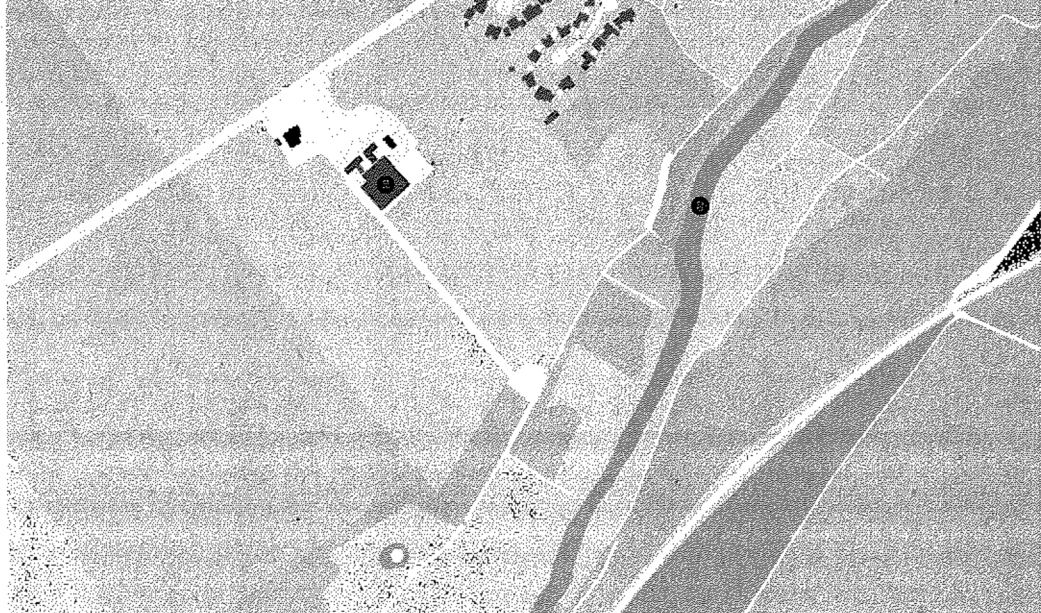
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 3. New Emergency Department  
 4. New Radiology Department  
 5. New Pathology Department  
 6. New Pharmacy Department  
 7. New Clinical Services  
 8. New Support Services  
 9. New Administration  
 10. New Parking  
 11. New Access Road  
 12. New Landscaping  
 13. New Fencing  
 14. New Lighting  
 15. New Drainage  
 16. New Telecommunications  
 17. New Security  
 18. New Fire Protection  
 19. New Environmental Protection  
 20. New Archaeology  
 21. New Heritage  
 22. New Planning  
 23. New Transport  
 24. New Economics  
 25. New Law  
 26. New Engineering  
 27. New Construction  
 28. New Quantity Surveying  
 29. New Project Management  
 30. New Construction Management  
 31. New Health and Safety  
 32. New Environmental Health  
 33. New Fire and Rescue  
 34. New Police  
 35. New Civil Defence  
 36. New British Red Cross  
 37. New St John's Ambulance  
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Plans Centre  
 Lower Phase of Holston Hospital  
 Design High Rise, Norwich, NHS 200

North and South NHS Foundation Trust

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 PITCH, BAUM, HUBBARD  
 020 7461 1111  
 www.hoopers.co.uk

Project	Client	Phase	Location	Area	Value	Notes
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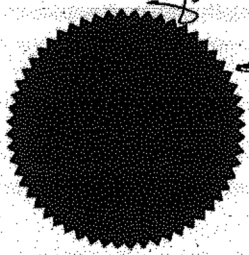


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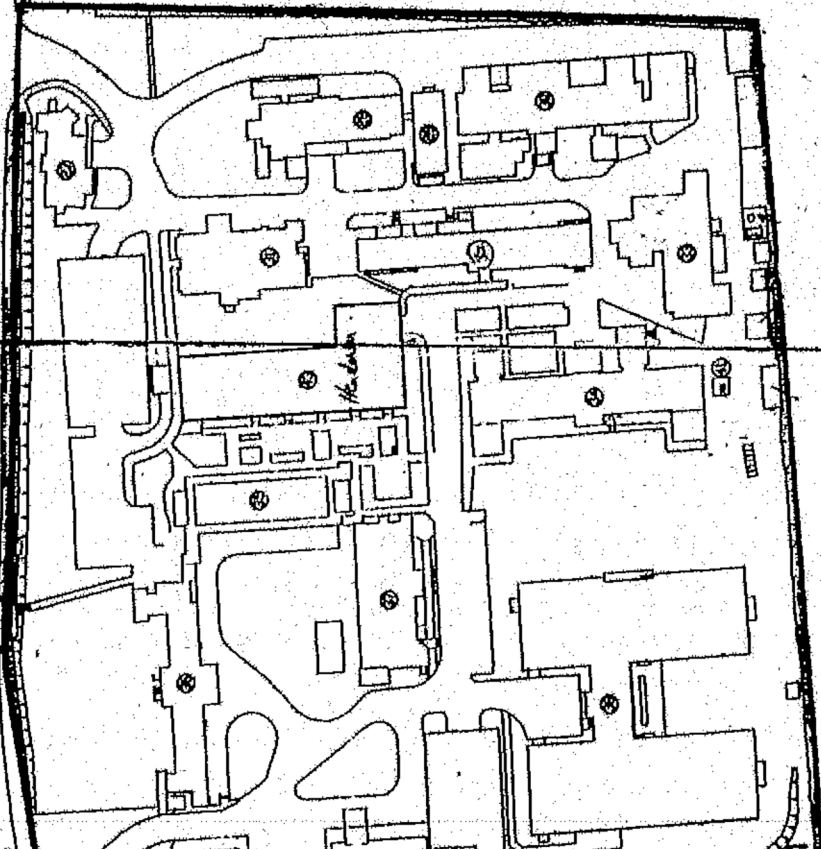
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*Round*  
*Maning*



207TH RD



PROJECT Name  
Facilities  
Development  
WEST NORWICH HOSPITAL

WEST NORWICH HOSPITAL  
SITE PLAN  
SOUTH SIDE

SITINGS-00





**Schedule 3**  
**The Owner's Covenants**

**Part 1**

The Owner covenants with Broadland Council so as to bind the Site as follows:

1. Subject to paragraph 2 of this Part 1 of Schedule 3 not to:
  - a. use the New Wards as Overnight Patient Accommodation or
  - b. allow or permit the New Wards to be used as Overnight Patient Accommodationat any time that the Henderson Ward is used as Overnight Patient Accommodation.
2. If the Mitigation is provided in a form approved in writing by Broadland Council then the covenants within paragraph 1 of this Part 1 of Schedule 3 shall not apply.

**Part 2**

The Owner covenants with the Councils so as to bind the Henderson Ward as follows:

1. Subject to paragraph 2 of this Part 2 of Schedule 3 not to:
  - a. use the Henderson Ward as Overnight Patient Accommodation or
  - b. allow or permit the Henderson Wards to be used as Overnight Patient Accommodationat any time that the New Wards are used as Overnight Patient Accommodation.
2. If the Mitigation is provided in a form approved in writing by Broadland Council then the covenants within paragraph 1 of this Part 2 of Schedule 3 shall not

apply.

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IN WITNESS whereof the Owner has executed this document as a Deed on the day  
and year first before written.

Executed as a deed by  
**Norfolk and Suffolk NHS Foundation Trust**  
whose corporate common seal  
was hereunto affixed in the  
presence of:

Authorised signatory:

St Richards

Name:

STUART RICHARDSON

Authorised signatory:

J Holidge

Name:

JASON HOLIDGE





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### EPITOME OF TITLE

Relating to freehold property known as the Julian Hospital, Bowthorpe Road, Norwich

Dated: 31 March 2023

Comprising:

	Date	Description	Parties
1.	18 March 1996	Conveyance	(1) The Secretary of State for Health (2) Norfolk Mental Health Care National Health Service Trust
2.	16 May 1996	Lease	(1) Norfolk Mental Health Care National Health Service Trust (2) Norwich Community Health Partnership National Health Service Trust
3.	27 June 1997	Deed of Grant	(1) Norfolk Mental Health Care National Health Service Trust (2) Eastern Electricity plc
4.	27 March 2023	K18 – Land Charge certificate of result of search	
5.	27 June 1997	Land Charge relating to class D(ii) charge dated 27 June 1997	Chargee: Eastern Electricity plc
6.	31 March 2023	SIMR	
7.		Caution – Title Number NK348634 – relating to Deed of Grant at 3 above	Cautioner: Eastern Power Networks plc
8.	24 June 2004	Change of Name Statutory Instrument	
9.	1 February 2008	Authorisation of NHS Norfolk and Waveney	Monitor

		Mental Health NHS Foundation Trust	
10.	19 December 2012	Transfer Order	Secretary of State for Health
11.	1 January 2012	Constitution	Norfolk and Suffolk NHS Foundation Trust
12.	1 April 2013	Norfolk and Suffolk NHS Foundation Trust Licence	Monitor



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DATED 18th March 1996

THE SECRETARY OF STATE FOR HEALTH (1)

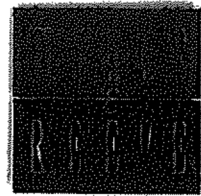
NORFOLK MENTAL HEALTH CARE  
NATIONAL HEALTH SERVICE TRUST (2)

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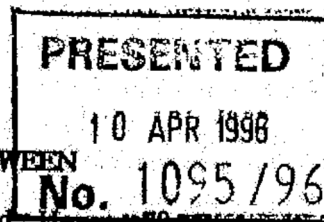
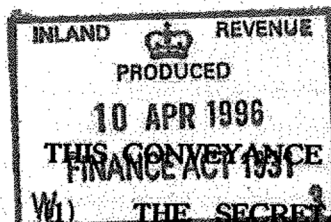
CONVEYANCE  
of freehold property known as  
South Side West Norwich Hospital,  
Norwich, Norfolk

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**Mills & Reeve**  
Cambridge



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THIS CONVEYANCE is made 18th March 1996 BETWEEN

(1) THE SECRETARY OF STATE FOR HEALTH of Richmond House 79 Whitehall London SW1A 2NJ ("the Vendor")

(2) NORFOLK MENTAL HEALTH CARE NATIONAL HEALTH SERVICE TRUST of St Andrews Hospital (South) Yarmouth Road Norwich Norfolk NR7 0SS ("the Purchaser")

# WHEREAS

The Purchaser was established by No. 2657 Norfolk Mental Health Care National Health Service Trust (Establishment) Order 1993 pursuant to section 5 of the National Health Service and Community Care Act 1990 and in order to enable the Purchaser to exercise its functions thereunder the Vendor has agreed to convey the property hereby conveyed to the Purchaser

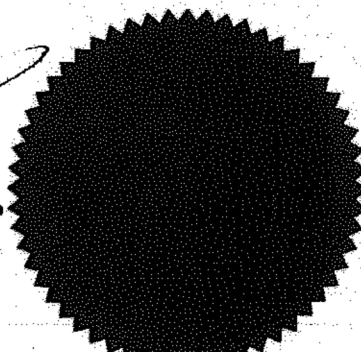
NOW THIS DEED WITNESSETH as follows:

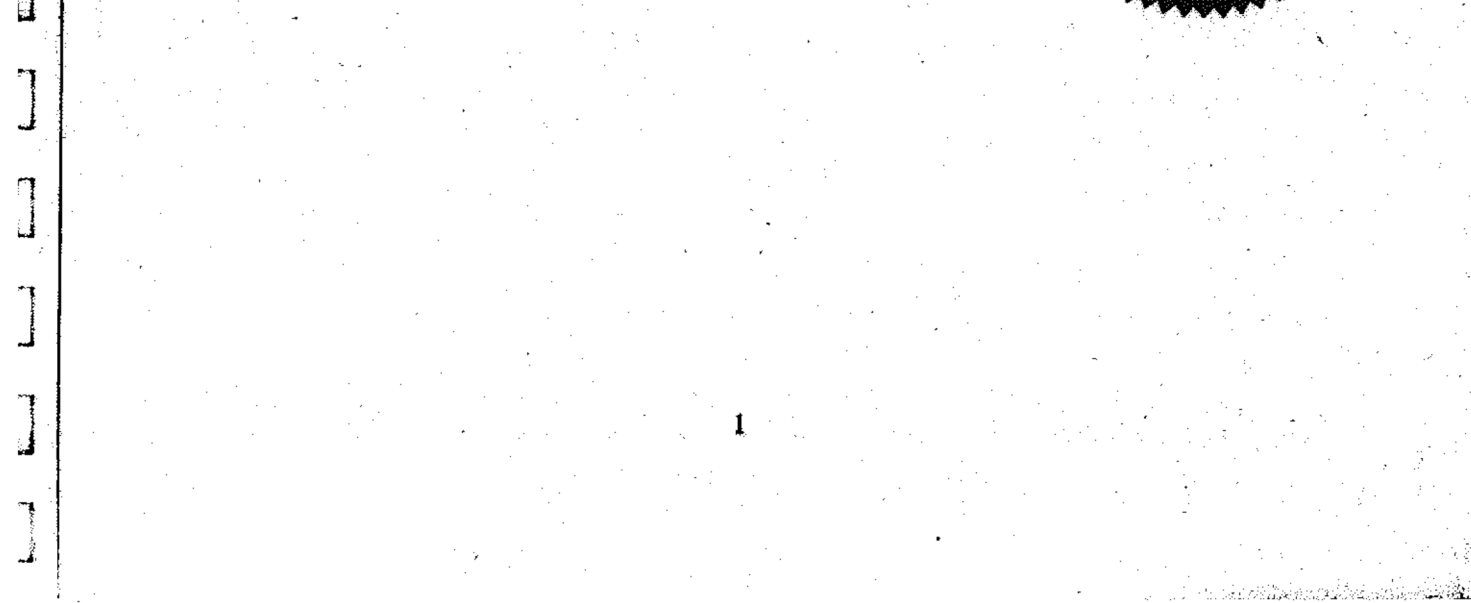
In pursuance of the said agreement and in consideration of the premises the Vendor hereby conveys all his estate right and interest in that piece or parcel of freehold land known as South Side West Norwich Hospital Norwich Norfolk shown for the purpose of identification only edged red on the plan attached hereto

This instrument is executed as a deed and by its execution the parties authorise their respective solicitors to deliver it for them on the date it is completed

Sealed on behalf of THE SECRETARY OF STATE FOR HEALTH by ANGLIA AND OXFORD REGIONAL HEALTH AUTHORITY (duly authorised in that behalf by Directions under Seal dated 3rd July 1989 and The National Health Service (Determination of Regions) Order 1994) whose corporate common seal was hereunto affixed in the presence of:

*[Signature]*

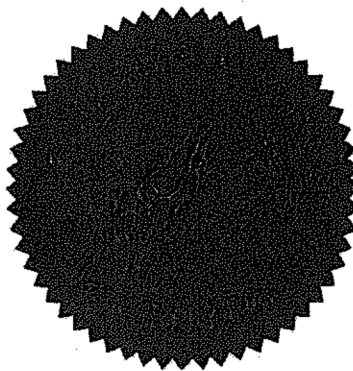




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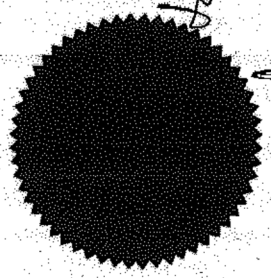
Facilities  
Development  
WEST NORWICH HOSPITAL

WEST NORWICH HOSPITAL  
SITE PLAN  
SOUTH SIDE

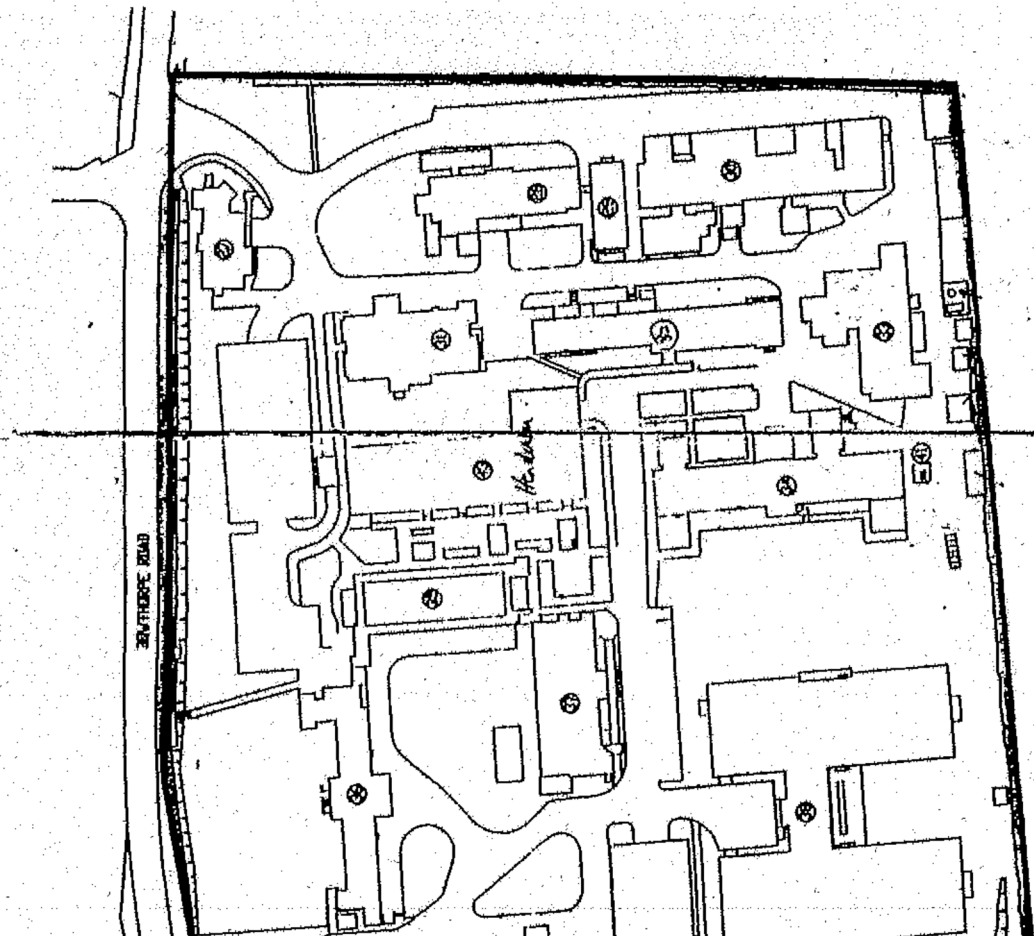
SITINGS-00



*Band*  
*Planning*



200 FT. ROAD



EL 17 LOBBY HALL - STAFF ACCOMMODATION

EL 18 DRESS CLINIC

EL 19 RECEPTION FUNCTION LAB

EL 20 MUSEUMS HALL

EL 21 JEWELLERY HALL - JEWELLERY & JEWELLERS PLATE

EL 22 RECEPTION & STAFF ACCOMMODATION

EL 23 KIDNEY HALL - KIDNEY STONES & NOSTRIL

EL 24 MUSEUMS HALL

EL 25 TEAM ELITE VARS CO

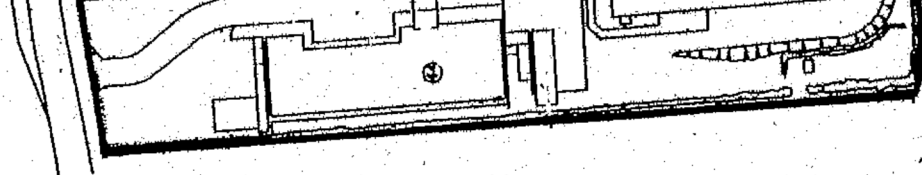
EL 26 TEAM ELITE VARS CO

EL 27 TEAM ELITE

EL 28 VARS CLINIC

EL 29 MUSEUMS HALL - JEWELLERY & JEWELLERS PLATE

EL 30 OFFICIAL LINE & APPLAUSE CENTRE





DATED 16<sup>th</sup> May 1996

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NORFOLK MENTAL HEALTHCARE  
NATIONAL HEALTH SERVICE TRUST (1)

NORWICH COMMUNITY HEALTH PARTNERSHIP  
NATIONAL HEALTH SERVICE TRUST (2)

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LEASE  
of premises at  
West Norwich Hospital

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Term: 123 years  
Rent: 1 peppercorn  
Expiry Date:

Counterpart

Mills & Reeve  
Cambridge

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THIS LEASE is made 16<sup>th</sup> May 1996 BETWEEN

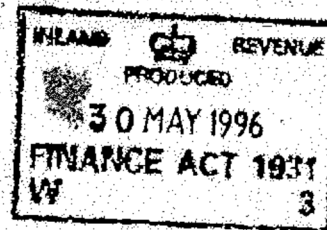
PRESENTED

30 MAY 1996

No. 1140/96/12

- (1) ("the Lessors") NORFOLK MENTAL HEALTHCARE NATIONAL HEALTH SERVICE TRUST of Drayton Old Lodge 146 Drayton High Road Norwich NR8 6AN
- (2) ("the Lessee") NORWICH COMMUNITY HEALTH PARTNERSHIP NATIONAL HEALTH SERVICE TRUST of Norwich Community Health Partnership Headquarters Little Plumstead Hospital Hospital Road Little Plumstead Norwich NR13 5EW

NOW THIS LEASE WITNESSETH as follows:



1 Interpretation

1.1 In this Lease unless the context otherwise requires:

- (a) "the Authorised Use" means the use referred to in paragraph 10 of schedule 4 hereto
- (b) "the Common Parts" means the roads pedestrian ways and other areas which are from time to time provided by the Lessors for common use and enjoyment by the Lessors and the Lessee and other the tenants and occupiers of the Estate and all persons expressly authorised by them or the Lessors
- (c) "the demised premises" means
  - (i) the property hereby demised as described in part 1 of schedule 1 including all service channels in on or under such property and

fixtures and fittings (other than trade or tenant's fixtures and fittings) therein and

(ii) the rights described in part 2 of schedule 1

together with all additions alterations and improvements to such property and rights



- (d) "enactments" shall include all present and future Acts of Parliament (including but not limited to the Public Health Acts 1875 to 1969 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Defective Premises Act 1972 the Health and Safety at Work etc. Act 1974 and the Planning Acts) and all notices directions orders regulations bye-laws rules and conditions under or in pursuance of or deriving effect therefrom and any reference herein to a specific enactment or enactments (whether by reference to its or their short title or otherwise) shall include a reference to any enactment amending or replacing the same and any future legislation of a like nature
- (e) "the Estate" shall mean West Norwich Hospital shown edged red on the Plan with such further neighbouring area in respect of which the Lessors may from time to time or at any time during the period of limitation receive planning permission to develop for uses similar or ancillary to the use of the said area
- (f) "the insured risks" means at any particular time the risk of loss or damage by fire or aircraft and other aerial devices or articles dropped therefrom and the risk of any other kind of loss or damage which the Lessors may from time to time in their absolute discretion deem it desirable to insure and against which they shall at that particular time have a policy of insurance in effect subject to such exclusions and limitations as the insurers may impose
- (g) "Interest" shall mean interest at the yearly rate of two per cent above the base rate published from time to time by Barclays Bank PLC or (in the event of base rate or Barclays Bank PLC ceasing to exist) such other equivalent rate of interest as the Lessors may from time to time in writing

specify

- (h) "the Lessee" shall include the Lessee's successors in title and assigns
- (i) "the Lessors" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the said term as herein defined

- (j) "the Lessors' neighbouring premises" means any land or buildings now or hereafter during the period of limitation erected adjoining or neighbouring the demised premises (whether beside under or over) which belong to the Lessors now or hereafter during the period of limitation and not comprised in the Estate
- (k) "the period of limitation" means the period of eighty years commencing on the date hereof or such longer period as the law may permit (which period is hereby specified as the perpetuity period applicable to this Lease under the rule against perpetuities)
- (l) "the Plan" means the plan marked "A" annexed hereto
- (m) "the Planning Acts" means the Town and Country Planning Acts 1948 to 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Listed Buildings Conservation Areas) Act 1990 the Local Government Planning and Land Act 1980 and the Public Health Acts 1875 to 1969 and all notices directions orders regulations byelaws rules and conditions under or in pursuance of or deriving effect therefrom from time to time and any reference herein to these or any other Act or Acts shall include a reference to any statutory modification or re-enactment thereof for the time being in force and any future legislation of a like nature
- (n) "the said term" means the total period of demise hereby granted and (save in respect of clause 2 hereof and in respect of the service of any statutory notice of termination) any period of holding over or any extension or continuance thereof whether by statute or common law where the context so admits

- (o) "service channels" means all such flues sewers drains ditches pipes wires watercourses cables channels gutters and ducts and other conductors of services as are now existing or which may be constructed or laid during the said term and within the period of limitation as herein defined
- (p) "the Surveyor" means the Surveyors Consulting Engineers and Agents for the time being of the Lessors



	Number of cases	% of cases
SLX 27: LOOKS BLANK - STUFF ACCIDENT	150	2.7
SLX 28: PLOD CLING	199	3.8
SLX 29: REMOVING FUNCTION (4)	106	2.0
SLX 30: MISCELLANEOUS	160	3.0
SLX 31: MISCELLANEOUS	100	2.0
SLX 32: MISCELLANEOUS	100	2.0
SLX 33: MISCELLANEOUS	100	2.0
SLX 34: MISCELLANEOUS	100	2.0
SLX 35: MISCELLANEOUS	100	2.0
SLX 36: MISCELLANEOUS	100	2.0
SLX 37: MISCELLANEOUS	100	2.0
SLX 38: MISCELLANEOUS	100	2.0
SLX 39: MISCELLANEOUS	100	2.0
SLX 40: MISCELLANEOUS	100	2.0
SLX 41: MISCELLANEOUS	100	2.0
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SLX 99: MISCELLANEOUS	100	2.0
SLX 100: MISCELLANEOUS	100	2.0

- 1.2 Words importing the masculine gender only include the feminine gender and vice versa and include any body of persons corporate or unincorporate words importing the singular number only include the plural number and vice versa and the word "person" shall include any body of persons corporate or unincorporate and all covenants by any party hereto shall be deemed to be joint and several covenants where that party is more than one person and any covenant by the Lessee not to do or not to do or omit to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done or omitted

2 **The demise habendum and reddendum**

- 2.1 In consideration of the several rents and covenants on the part of the Lessee herein reserved and contained the Lessors **HEREBY DEMISE** unto the Lessee **ALL THOSE** premises more particularly described in part 1 of schedule 1 **TOGETHER WITH** (in common with the Lessors their lessees and assigns and all other persons from time to time having the like rights) the rights set out in part 2 of schedule 1 **EXCEPT AND RESERVING UNTO THE LESSORS** and their successors in title assigns and lessees and all persons from time to time authorised by them the interests rights reservations and exceptions more particularly set out in schedule 2 **TO HOLD** the demised premises unto the Lessee **SUBJECT** to any or all easements and other rights (if any) now subsisting over or which may affect the same from                      for the term of one hundred and twenty three years from the 1st April 1996 but determinable nevertheless as hereinafter provided **YIELDING AND PAYING THEREFOR** unto the Lessors during the said term

- (a) yearly the rent specified in part 1 of schedule 3
- (b) by way of further rent the rents specified and payable in the manner set out in part 2 of schedule 3

such payments to be made without any deduction

**3    Lessee's covenants**

- 3.1    The Lessee **HEREBY COVENANTS** with the Lessors that the Lessee will at all times during the said term duly observe and perform all the covenants and



provisions on the Lessee's part set out in schedule 4 and the provisions and conditions in this Lease contained

**4 Lessors' covenants**

- 4.1 The Lessors **HEREBY COVENANT** with the Lessee that if and so long as the Lessee performs complies with and observes the Lessee's covenants and obligations contained in this Lease the Lessors will at all times during the said term duly observe and perform all the covenants and provisions on the Lessors' part set out in schedule 5 and the provisions and conditions in this Lease contained

**5 Proviso agreement and declaration**

- 5.1 **PROVIDED ALWAYS** and it is hereby agreed as follows:

(a) Re-entry

If and whenever the said rents hereby reserved in part 2 of schedule 3 or any part thereof respectively shall be in arrear for twenty one days next after the same shall have become due whether any formal or legal demand therefor shall have been made or not or if and whenever there shall be any breach non-observance or non-performance by the Lessee of any of the covenants on the part of the Lessee herein contained or if the demised premises shall remain vacant for a consecutive period of three months or more then and in any such case it shall be lawful for the Lessors to re-enter into and upon the whole of the demised premises or any part of the demised premises in the name of the whole and thereupon this present demise shall absolutely determine and become null and void but without prejudice nevertheless to any right of action or remedy of the Lessors in respect of any antecedent breach by the Lessee of any of the covenants on

the Lessee's part herein contained

(b) Notices

Any notice under this Lease shall be in writing and any notice

(i) to the Lessee shall be deemed to be sufficiently served if

- (A) left addressed to the Lessee on the demised premises or
- (B) sent to the Lessee by post at Norwich Community Health Partnership Headquarters Little Plumstead Hospital Hospital Road Little Plumstead Norwich NR13 5EW or such other address as the Lessee may from time to time in writing notify to the Lessors

(ii) to the Lessors shall be deemed to be sufficiently served if sent to the Lessors by post at Drayton Old Lodge 146 Drayton High Road Norwich NR8 6AN or (if a Company) registered office of the Lessors **PROVIDED THAT** the Lessors shall inform the Lessee of any change in the addresses specified in the Lease

(c) Part II Landlord and Tenant Act 1954

If this Lease is within Part II of the Landlord and Tenant Act 1954 then subject to the provisions of subsection (2) of section 38 of that Act the Lessee shall not be entitled on quitting the demised premises to any compensation under section 37 of that Act

(d) Warranties

The Lessee hereby acknowledges and admits that the Lessors have not given or made any representation or warranty that the use of the demised premises herein authorised is or will remain a permitted use under the Planning Acts

(e) Lessors' powers to deal with the Lessors' neighbouring premises

Notwithstanding anything herein contained the Lessors and all persons authorised by the Lessors shall have power without obtaining any consent from or making compensation to the Lessee to deal as the Lessors may think fit with the Estate (other than the demised premises) and with the Lessors' neighbouring premises and to carry out thereon or on some part thereof any works of whatsoever nature and to construct thereon or on

some part thereof any buildings and to use the same for any purpose as the Lessors may think fit **PROVIDED THAT** in the exercise of such power the Lessors will not interrupt or interfere with any rights referred to in part 2 of schedule 1

(f) Arbitration

If any dispute or difference shall arise between the parties hereto touching these presents or the rights or obligations of the parties hereunder such dispute or difference shall in the event of this Lease expressly so providing and otherwise may by agreement between the parties be referred to a single arbitrator to be agreed upon by the parties hereto or in default of agreement to be nominated by the President or Vice President for the time being of the Royal Institution of Chartered Surveyors on the application of any party in accordance with and subject to the provisions of the Arbitration Acts 1950 and 1979

(g) Lessors' obligations

Nothing herein contained shall render the Lessors liable (whether by implication of law or otherwise howsoever) to do any act or thing which the Lessors have not expressly covenanted to carry out provide or do in schedule 5

(h) Costs

Legal costs payable by the Lessee hereunder shall be on a Solicitor and Own Client basis on the footing that all work done was reasonably done on the client's instructions and all disbursements (including but not limited to counsel's fees) were reasonably incurred

(i) Early termination by the Lessee

The Lessee may terminate this Lease by serving not less than twelve months' written notice upon the Lessors and upon the expiry of such notice the said term shall cease and determine and the Lessee shall forthwith

vacate the demised premises but without prejudice to any prior right cause or action either party may have against the other

(j) Early termination by the Lessors

The Lessors hereby reserve the right by notice in writing to that effect to relocate the Lessee to alternative premises which are reasonably equivalent to the demised premises in size nature and locality for use by the Lessee as authorised hereby ("the Alternative Premises") with the Lessee's consent (such consent not to be unreasonably withheld or delayed) and in the event of the Lessee giving such consent the Lessee shall within three months of the receipt of such notice vacate the demised premises and accept a lease of the Alternative Premises for a term equal to the residue of the said term as at the date of such vacation at a peppercorn rent and otherwise upon terms and subject to (but with the benefit of) covenants and conditions as similar as possible to those herein contained (including this clause 5.1(j)) and immediately upon the vacation of the demised premises this present demise and everything herein contained shall absolutely cease and determine **BUT WITHOUT PREJUDICE** to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant **PROVIDED THAT** the Lessee in giving such consent may impose such reasonable conditions as it thinks fit

(k) Jurisdiction

The Courts of England and Wales (or in the case of Arbitration the Arbitrator referred to in clause 5.1(f)) shall have jurisdiction to determine any difference or dispute arising hereunder

(l) Exclusion of security of tenure

Having been authorised so to do by an Order of the Cambridge County Court dated *3rd April* 1996 under the provisions of section 38(4) of the Landlord and Tenant Act 1954 the parties hereto agree that the provisions of sections 24 to 28 of that Act shall be excluded in relation to this Lease and the Lessee hereby covenants to deliver up possession of the demised premises and all interest therein to the Lessors on *31st March*



2/19 without payment of whatever nature whether by way of compensation or otherwise

**6 Headings**

- 6.1 The headings hereto are inserted for convenience of reference only and shall not in any manner affect the construction meaning or effect of anything herein contained or govern the rights of the parties hereto

This instrument is executed as a deed and by its execution the parties authorise their respective solicitors to deliver it for them on the date it is completed



**Schedule 1 The property and rights included in this demise**

**Part 1 - The property**

**ALL THAT** premises known as the Disablement Services Centre West Norwich Hospital  
Norwich Norfolk edged blue on the Plan

**Part 2 - The rights**

**1     Common Parts**

- 1.1   The right to use the Common Parts as may be designated from time to time by the Lessors for all purposes connected with the use and enjoyment of the demised premises

**2     Services**

- 2.1   The right (subject to temporary interruption by the Lessors giving reasonable notice in writing (save in the case of emergency) for repair alteration or replacement) of passage and running of appropriate services through the service channels forming part of the Estate (subject to capacity)



## **Schedule 2 Exceptions and reservations in favour of the Lessors**

### **1 Right to services**

- 1.1 At all times hereafter the right of passage and running of appropriate services through the service channels forming part of the demised premises and subject to capacity to make connection with such service channels or any of them for the purpose of exercising the said rights and all such rights of access for the Lessors the Surveyor and the Lessors' lessees and employees and all persons from time to time authorised by the Lessors as may from time to time be reasonably required for the purpose of laying inspecting cleansing repairing maintaining renewing or adding to such service channels or any of them but the enjoyment of the aforesaid rights shall be subject to the Lessors or other the person or persons exercising the same or having the benefit thereof being liable to make good all damage to the demised premises thereby occasioned with reasonable dispatch

### **2 Right to light and air**

- 2.1 The Lessee shall not be entitled to any right of access of light or air to the demised premises which would restrict or interfere with the user of the Estate or of the Lessors' neighbouring premises or any part thereof for building or otherwise howsoever

### **3 Right to enter**

- 3.1 At all times during the said term as and whenever the Lessors shall require the right with or without the Surveyor the Lessors' employees and workmen and any persons authorised by them to enter the demised premises for the purposes (or any of them) for which the Lessors are permitted entry to the demised premises by virtue of the provisions of schedule 4 such reservation to be in addition to and not

virtue of the provisions of schedule 4 such reservation to be in addition to and not in substitution for or limitation of any other rights exceptions or reservations to which the Lessors are entitled hereunder

**Schedule 3 The rents payable by the Lessee**

**Part 1**

One peppercorn if demanded

**Part 2 - Further rents payable on demand**

**1 Insurance rent**

- 1.1 Within fourteen days of written demand a sum or sums of money equal to the amount or amounts which the Lessors shall from time to time be liable to pay in or in respect of effecting or maintaining the insurance of the demised premises to the full reinstatement value thereof against the insured risks (excluding any excess for which the Lessee shall remain liable) including any architect's and surveyor's fees properly incurred in the rebuilding or reinstatement of the demised premises or any part thereof and other incidental expenses

**2 Interest on arrears of monies**

- 2.1 Interest on any monies payable by the Lessee to the Lessors under any covenant or provision of this Lease which remain unpaid for fourteen days such Interest to be calculated from the date when such monies were due until the date when such monies are received by the Lessors **PROVIDED THAT** the provisions of this paragraph 3 shall not prejudice any other rights or remedies of the Lessors in respect of any breach of any of the covenants on the part of the Lessee herein contained

**3 Insurance excess**

- 3.1 If a claim arising under any policy of insurance effected by the Lessors upon the demised premises shall be subject to any insurance excess the Lessee shall

...shall be subject to any insurance excess the Lessee shall  
reimburse or otherwise indemnify the Lessors against the amount of such excess

4 **Capital charges**

- 4.1 All notional or actual capital asset charges and without prejudice to the generality thereof any "capital asset charges trust equivalent" or any similar or substituted



charge duty assessment imposition or outgoing ("the charges") now or at any time during the said term payable (or properly provided) in respect of the demised premises or any part thereof by the Lessors (or properly allocated by the Lessors in respect of the demised premises or any part thereof out of any global such charges payable or properly provided in respect of all or any part of the Estate by the Lessors)

**5     Common Parts Rent**

- 5.1    A fair and reasonable proportion of the costs and reasonable expenses properly incurred by the Lessors in respect of the repair maintenance rebuilding renewal and cleansing of the Common Parts and any service channels serving the demised premises in common with the Estate and the Lessors' neighbouring premises

**6     Utilities**

- 6.1    The cost (including standing or other charges) of the supply of gas electricity water drainage heat steam and other utilities to the demised premises



#### Schedule 4 Lessee's covenants

##### **1 To pay rents**

- 1.1 To pay to the Lessors the rents hereby reserved at the times and in the manner herein appointed for payment thereof

##### **2 To pay outgoings**

- 2.1 To pay and discharge all rates taxes duties assessments charges impositions and outgoings whatsoever (whether parliamentary local public utility or of any other description and whether or not of a recurrent nature) now or at any time during the said term payable in respect of the demised premises or any part thereof or by the Lessors or Lessee or owner or occupier in respect thereof **PROVIDED THAT** where such charges relate to the demised premises and the Estate or the demised premises and the Lessors' neighbouring premises the Lessee shall within fourteen days of written demand pay by way of rent a fair and reasonable proportion of such charges

##### **3 Not to make alterations**

- 3.1 Not to alter the demised premises and not to cut maim injure or damage any part thereof and not to make any alteration in the plan or elevation of the demised premises or any part thereof or to make any erection or addition whatsoever or to carry out any development as defined by the Planning Acts on or to the demised premises or any part thereof without the consent in writing of the Lessors (such consent not to be unreasonably withheld) and without prejudice to any other rights of the Lessors immediately upon the Lessors requiring them so to do to remove all additional buildings erections works alterations or additions whatsoever to the demised premises for which the Lessors' consent in writing has not first been obtained ("the unauthorized works")

obtained (the unauthorised works) and make good and restore the demised premises to the state and condition thereof before the unauthorised works were carried out and to make good and correct any changes to the design layout external appearance or external decorative scheme of the demised premises as directed by the Lessors and if the Lessee shall neglect to do so for seven days after such notice then it shall be lawful for the Surveyor the Lessors and the Lessors' servants contractors agents and workmen to enter upon the demised premises and to remove

the unauthorised works or changes to the design layout external appearance or external decorative scheme of the demised premises and to make good and restore the same to the state and condition existing before the carrying out of the unauthorised works or any such changes as aforesaid and all expenses of so doing shall be repaid to the Lessors by the Lessee within twenty one days of a written demand in that behalf PROVIDED THAT the Lessors may in the giving of any consent in accordance with the provisions of this paragraph 3 impose such reasonable conditions as the Lessors may reasonably think fit

4 To permit entry

4.1 To permit the Lessors the Surveyor and their respective workmen and persons duly authorised by them respectively on reasonable notice (except in emergency) at reasonable hours to enter the demised premises for the purposes of

- (a) viewing the same
- (b) taking Inventories of landlord's fixtures and fittings and appliances and equipment on the demised premises
- (c) inspecting for defects in and recording the condition of the demised premises or any other breaches of covenant on the part of the Lessee
- (d) inspecting cleansing maintaining repairing altering renewing or adding to the Estate or any buildings thereon or the Lessors' neighbouring premises or any other premises adjoining the demised premises (whether beside under or over) or any service channels not comprised within the demised premises

(e) performing any covenant complying with any condition or pursuant to any

(e) performing any covenant complying with any condition or pursuant to any reservation contained in this Lease

or any other reasonable purpose connected with the management of the demised premises or the Building or the Estate or the Lessors' neighbouring premises or the Lessors' interest therein and to co-operate fully with the Lessors and all persons authorised by them in connection therewith **PROVIDED THAT** the Lessors shall make good all damage to the demised premises caused by such entry

**5     To make good breaches of covenant**

- 5.1 To make good to the reasonable satisfaction of the Surveyor within three months (commencing works (if requisite) within twenty one days or sooner if necessary and then proceeding diligently) any breach of covenant by the Lessee of which the Lessors or the Surveyor has given notice in writing to the Lessee or left notice in writing at the demised premises
- 5.2 If the Lessee shall not comply with paragraph 5.1 the Lessee shall permit the Lessors the Surveyor and their respective workmen (without prejudice to any other remedy of the Lessors) to enter the demised premises and make good such defect or breach without the payment of any compensation to the Lessee and the reasonable and properly incurred expenses of so doing (including Surveyor's fees) shall be paid by the Lessee to the Lessors on demand and shall be recoverable as rent in arrear

**6     To pay Lessors' costs (LPA)**

- 6.1 To pay the Lessors' reasonable costs and expenses (including legal costs and Surveyor's and other professional fees) and such sum equivalent to any tax payable in respect of such costs and fees incurred by the Lessors
- (a) In or in contemplation of any proceedings relating to the demised premises under sections 146 and 147 of the Law of Property Act 1925 or the preparation and service of notices thereunder (whether or not any right of re-entry or forfeiture has been waived by the Lessors or a notice served under the said section 146 is complied with by the Lessee or the Lessee has been relieved under the provisions of the said Act and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court)

- (b) In the preparation and service of any Schedule of Dilapidations at any time during or after the said term
- (c) In connection with the recovery of arrears of any monies properly due from the Lessee hereunder



- (d) In connection with approving plans and specifications required hereunder or the supervision or inspection of any works carried out by the Lessee
- (e) In respect of any application for consent required by this Lease whether or not such consent be granted save where such consent is unlawfully refused

**7 As to use and safety**

- 7.1 Not to keep or use or permit or suffer to be kept or used on the demised premises any materials which are inflammable explosive or otherwise dangerous or any machinery apparatus or equipment or any other thing which may attack or in any way injure by percolation corrosion vibration excessive weight or otherwise the structure of any building comprised therein or in the Estate or in the Lessors' neighbouring premises or the keeping or using whereof may contravene any enactments PROVIDED THAT the keeping of such materials consistent with the Authorised Use and in accordance with the terms of this Lease shall not be a breach of this paragraph 7

**8 Not to use for unlawful or illegal purposes**

- 8.1 Not to use or permit or suffer the demised premises or any part thereof to be used for any unlawful illegal or immoral purpose or for the manufacture sale or consumption of intoxicating liquors or for the manufacture sale or consumption of Controlled Drugs as defined by the Misuse of Drugs Act 1971 (otherwise than by a practitioner or pharmacist as defined by that Act) or for the manufacture publication or sale of any article or thing which may in the opinion of the Lessors be pornographic offensive or obscene or for betting gaming or lotteries or as a hotel club billiards saloon dance hall funfair or amusement premises or for an auction or for any noisy noxious or offensive trade or business and not to do or permit or suffer to be done on the demised premises or any part thereof anything

permit or suffer to be done on the demised premises or any part thereof anything which may be or become or cause an annoyance nuisance damage disturbance injury or danger of or to the Lessors or the owners lessees or occupiers of any premises in the neighbourhood or which in the opinion of the Lessors might be detrimental to the use or development of the demised premises or of the Estate or of the Lessors' neighbouring premises

**9     Not to reside**

- 9.1   Not to reside on the demised premises and not to create or permit or suffer to be created any residential tenancy or residential occupation of the demised premises or any part thereof

**10    As to user**

- 10.1   To use the demised premises for the purpose of the functions contained in the Lessee's Establishment Order SI No 2562

**11    As to security**

- 11.1   To ensure that the Lessors at all times have written notice of the name and address and telephone number of at least one keyholder of the demised premises

**12    Displays and advertisements**

- 12.1   Not to display or permit to be displayed on any part of the demised premises so as to be visible outside the demised premises any name writing notice sign placard sticker or advertisement of whatsoever nature other than a notice or sign (not being a "Neon" notice or sign or any notice or sign of a similar nature) displaying the Lessee's name first approved in writing by the Lessors such approval not to be unreasonably withheld or delayed

**13    To keep clean**

- 13.1   Not to form any dump or rubbish or scrap heap on the demised premises but so often as it shall be necessary or desirable and in any event at least once a week to remove therefrom all refuse rubbish and scrap

13.2 Generally to keep the demised premises clean and tidy

13.3 Not to bring or keep or suffer to be brought or kept upon the demised premises anything which in the reasonable opinion of the Lessors are or may become unclean unsightly or detrimental to the demised premises or the Estate or the Lessors' neighbouring premises

13.4 Not to discharge into any service channels oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system of the demised premises or the Estate or the Lessors' neighbouring premises and to keep the service channels comprised within the demise unobstructed

14 To repair

14.1 Well and substantially to cleanse maintain repair and keep in good decorative order the demised premises and every part thereof and at all times to use contractors approved by the Lessors such approval not to be unreasonably withheld or delayed

15 To comply with enactments and give notice

15.1 At the Lessee's own expense to comply with the provisions and requirements of any enactments or as prescribed or required by any competent Authority court or body so far as they relate to or affect the demised premises or the Lessors or the Lessee thereof

15.2 At the Lessee's own expense to do all works and all other things so as to comply with paragraph 15.1

15.3 Within seven days of receipt of notice thereof to give to the Lessors particulars of any provision or requirement of any enactments or prescribed or required by any competent Authority court or body or proposal therefor relating to the demised premises or the Estate or the Lessors' neighbouring premises or the condition or use thereof and at the request of the Lessors to make or join with the Lessors in making such objection or representation against any such proposal as the Lessors

making such objection or representation against any such proposal as the Lessors shall deem expedient

- 15.4 To pay to the Lessors upon demand a due proportion (to be conclusively determined by the Surveyor) of all costs charges and expenses (including the Surveyor's and other professional advisers' fees) incurred by the Lessors of or incidental to

- (a) complying with all provisions and requirements of any enactments or prescribed or required by any competent Authority court or body and
- (b) doing all works and other things so as to comply therewith

so far as the same relate to any premises capable of being used or enjoyed by the Lessee in common or jointly with any other person or the use thereof

**16 To comply with the Planning Acts**

- 16.1 At all times during the said term to comply in all respects with the provisions and requirements of the Planning Acts and any regulations or orders made thereunder and all licences consents permissions and conditions (if any) granted or imposed thereunder so far as the same respectively relate to or affect the demised premises or any part thereof and to keep the Lessors fully and effectually indemnified against all actions proceedings damages costs expenses claims and demands whatsoever in respect of or arising out of any contravention of the Planning Acts and against the cost of any permissions and consents thereunder and the implementation thereof
- 16.2 In the event of the Lessors giving consent to any of the matters in respect of which the Lessors' consent shall be required pursuant to the provisions of any covenant or condition contained in this Lease to apply at the cost of the Lessee to the local and planning authorities for all necessary consents and permissions in connection therewith and to give notice to the Lessors of the granting or refusal (as the case may be) of all such consents and permissions forthwith on the receipt thereof
- 16.3 In the event of the said Planning Authority agreeing to grant such necessary consent or permission only with modifications or subject to conditions to give to the Lessors forthwith full particulars of such modifications or conditions AND if such modifications or such conditions shall in the reasonable opinion of

such modifications or such conditions shall in the reasonable opinion of the Lessors be undesirable then the Lessee shall not implement or proceed with the matters works or change of use to which the application relates

- 16.4 If the Lessee shall receive any compensation in respect of the demised premises under or by virtue of the Planning Acts forthwith to make such provision as is just and equitable for the Lessors to receive their due benefit from such compensation



16.5 Not to apply for or implement any planning permission in respect of the whole or any part of the demised premises if such application or the implementation thereof would or might give rise to any tax charge or other levy payable by the Lessors

16.6 Unless the Lessors shall otherwise direct to carry out before the expiration or sooner determination of the said term any works stipulated to be carried out to the demised premises by a date subsequent to such expiration or sooner determination as a condition of the grant of any planning permission obtained by the Lessee during the said term

17 Not to vitiate insurance

17.1 Not to do or omit to do (or permit or suffer to be done or omitted to be done) anything whereby any policy or policies of insurance relating to the demised premises (whether exclusively or otherwise) may become void or voidable or whereby the rate of premium thereon may be increased and to repay to the Lessors all sums paid by way of increased premiums and any reasonable expenses incurred by the Lessors in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments shall be added to the rent herein reserved and be recoverable within fourteen days of written demand as rent and in the event of the demised premises or any part thereof being damaged by the insured risks and the insurance money under any insurance against the same effected being wholly or partly irrecoverable by reason solely or in part of any act neglect omission or default of the Lessee the Lessee's servants agents licensees or invitees then and in every such case the Lessee will within fourteen days of written demand pay to the Lessors the whole or (as the case may require) an appropriate proportion of the costs of completely rebuilding and reinstating the demised premises

18 To indemnify

18.1 To keep the Lessors fully and effectually indemnified from and against all liability in respect of losses damages proceedings claims costs expenses and any other liability whatsoever arising from or in connection with

(a) the injury or death of any person

- (b) damage to or destruction of any property whatsoever
- (c) the infringement disturbance or destruction of any rights easements or privileges

arising directly or indirectly out of:

- (i) the repair condition existence or use of the demised premises or of any alteration to the demised premises or works carried out or in the course of being carried out to the demised premises
- (ii) anything now or hereafter attached to or projecting from the demised premises
- (iii) any act default or negligence of the Lessee or the servants agents licensees or invitees of the Lessee

**19 As to alienation etc.**

- 19.1 Not to assign transfer underlet mortgage or charge part with possession of or otherwise dispose of the entirety of the demised premises or any part thereof

**20 As to loss or acquisition of easements**

- 20.1 Not to permit any easement or right comprised in belonging to or used with the demised premises or any part thereof to be obstructed or lost

- 20.2 Not to give to any third party any acknowledgement that the Lessee enjoys the access of light to any of the windows or openings in the demised premises by the consent of such third party not to give to such third party

consent of such third party nor to pay to such third party any sum of money nor to enter into any agreement with such third party for the purpose of inducing or binding such third party to abstain from obstructing the access of light to any such windows or openings

- 20.3 To take all such reasonable steps as may be necessary to prevent the acquisition of any easement or right against over upon or under the demised premises or any part

thereof and any encroachment thereon and to give to the Lessors immediate notice of any encroachment or threatened encroachment upon the demised premises or any attempt to acquire any easement or right under or over the demised premises which shall be within the Lessee's knowledge and to do all such reasonable things as may be necessary to prevent any encroachment being made or any new easement being acquired

**21 To produce plans/documents**

- 21.1 If and whenever reasonably called upon so to do to produce to the Lessors or the Surveyor all such plans documents or other evidence as the Lessors may from time to time reasonably require to satisfy themselves that the Lessee has complied in all respects with the provisions of the Lessee's covenants herein

**22 Not to interfere with reserved rights**

- 22.1 Not to interrupt or interfere with the exercise of the rights contained or referred to in schedule 2

**23 To yield up**

- 23.1 At the expiration or sooner determination of the said term peaceably and quietly to surrender and yield up to the Lessors the demised premises

**24 As to value added tax**

- 24.1 Where the Lessee is required by this Lease to pay to the Lessors or any other person any sum in respect of the supply of goods or services for value added tax purposes (or for the purposes of any substituted tax) the Lessee will also on demand discharge any liabilities of the Lessors relating to value added tax (or

demand discharge any liabilities of the Lessors relating to value added tax (or substituted tax) in respect of any supply (whether or not the supply is taxable following an election by the Lessors)

25 **Statutory acquisitions**

25.1 Not to do or omit to do any act matter or thing as a consequence whereof the Lessors' reversion immediately expectant upon the determination of the said term shall become liable to acquisition pursuant to any enactments

26 **Fire fighting appliances**

26.1 To keep the demised premises sufficiently supplied and equipped with such suitable fire fighting and extinguishing appliances as shall from time to time be required by law or by the local or other competent authority and by the Lessors' insurers and such appliances shall be open to inspection and shall be properly maintained and also not to obstruct the access to or means of working such appliances or the means of escape from the demised premises in case of fire

27 **Not to obstruct**

27.1 Not to permit any vehicles to stand on or otherwise obstruct the Common Parts

28 **To comply with regulations**

28.1 To comply with all reasonable regulations made by the Lessors from time to time for the management of the Estate and of any land or premises used or to be used in common or jointly with any other person and to procure that the Lessee's employees and all persons under the control of the Lessee shall at all times observe and perform the same





**Schedule 5 Lessors' covenants**

**1 As to quiet enjoyment**

- 1.1 That the Lessee paying the rents hereby reserved at the times and in the manner herein appointed and performing and observing the covenants on the Lessee's part and the conditions herein contained may peaceably enjoy the demised premises for the said term without any lawful interruption from the Lessors or any person lawfully claiming under or in trust for the Lessors

**2 To insure**

- 2.1 That the Lessors will during the said term insure and keep insured in some established Insurance Office the demised premises (excluding all plate and other glass therein) against the Insured Risks with a sum assured to cover the following
- (a) the full reinstatement value thereof (excluding the amount of any insurance excess for which the Lessee shall be liable) to be determined from time to time by the Lessors and
  - (b) architect's surveyor's and other professional fees demolition site clearance and the cost of boarding and propping including a due allowance for cost increases over any likely rebuilding period and
  - (c) incidental expenses

AND where there are within the demised premises goods or passenger lifts hoists air conditioning or central heating installations the Lessors may insure the same (or any of them) separately in such manner and for such amount as the Lessors may from time to time determine

- 2.2 The Lessors shall after consultation with the Lessee have full power to settle and adjust with the insurers all questions with regard to the liability of the insurers and the amount or amounts payable under any policy

**3 To make good all damage**

- 3.1 In the event of the whole or any part of the demised premises or any access thereto being damaged or destroyed by any of the insured risks so as to render them uninhabitable the Lessors shall within two months of such damage or destruction notify the Lessee as to whether it intends to rebuild the demised premises and/or any access thereto
- 3.2 If the Lessors elect to reinstate the demised premises pursuant to paragraph 3.1 above or if the demised premises or any access thereto are damaged or destroyed by the insured risks (but not so as to make the demised premises uninhabitable) the Lessors shall subject to the Lessors obtaining all necessary consents licences or approvals (which it shall use its best endeavours consistent with reasonable commercial practice to obtain) as soon as practicable and when lawful to do so apply all insurance monies received towards making good so far as practicable the damage to the demised premises

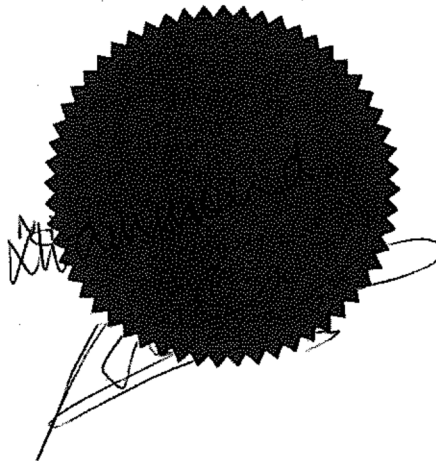
**PROVIDED THAT** the Lessors shall not be obliged to rebuild or reinstate the demised premises where any insurance monies shall have been refused in the case of any act default or omission of the Lessee or anyone at the demised premises with the express or implied authority of the Lessors

**PROVIDED FURTHER THAT** in the event of the Lessors failing to obtain any/all necessary consents or any such consents are subject to a lawful condition with which it would be unreasonable to expect the Lessors to comply or if the Lessors are requested as a pre-condition of obtaining any of the permissions to enter into an agreement with a planning authority that would contain conditions with which it would be unreasonable to comply or any other circumstance that prevents reinstatement and that is beyond the control of the Lessors so that the demised premises have not been reinstated within a period of three years from the date of the damage or destruction either party may apply to the court for an order

date of the damage or destruction either party may terminate this Lease by serving not less than six months' notice in writing and upon the expiry of such notice this Lease shall cease and determine but without prejudice to any prior right cause or action either party may have against the other

PROVIDED FURTHER THAT any insurances monies payable to the Lessors shall be apportioned between the Lessors and the Lessee in accordance with their respective interests in the demised premises

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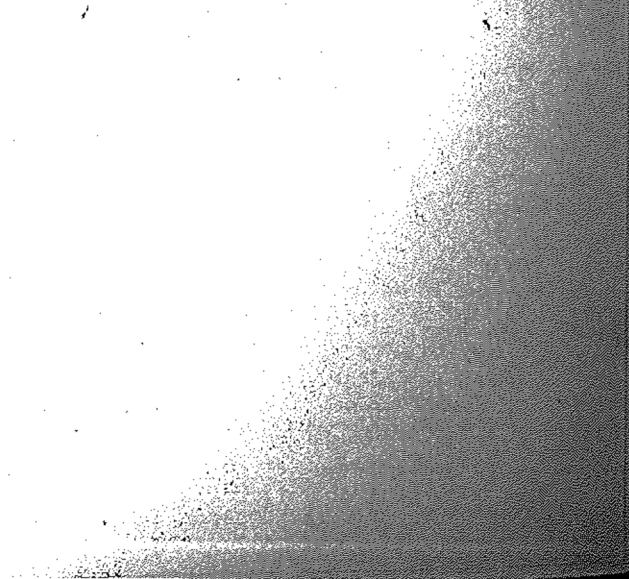


.....*Kara Hammond*.....

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