



Lease

of pasture land at Caversham Park Berkshire

(1) British Broadcasting Corporation
(2) []

Dated 20

304F/PC01/085847/000186

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Prescribed Clauses

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

BK321289

LR2.2 Other title numbers

None.

LR3. Parties to this Lease

Landlord

British Broadcasting Corporation

Whose principal office is at Broadcasting House Portland Place London W1A 1AA

Tenant

[]

Other parties

None.

LR4. Property

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

See the definition of "Property" in clause 1.1 of and Schedule 1 to this Lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This Lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

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

LR7. Premium

£[TBC].

LR8. Prohibitions or restrictions on disposing of this Lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

LR9.3 Landlord's contractual rights to acquire this Lease

None.

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

None.

LR11. Easements

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

None.

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

The easements reserved in clause 4 to this Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None

This lease is made the _____ day of _____ 20

Between:

(1) British Broadcasting Corporation whose principal office is at Broadcasting House
Portland Place London W1A 1AA (**Landlord**)

(2) [_____] (**Tenant**)

It is agreed as follows:

1 Interpretation

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

1.1 Definitions:

Base Rate	the base rate from time to time of Barclays Bank PLC
Contractual Term	a term of years beginning on, and including the date of this Lease and ending on, and including 31 December 3017
Default Interest Rate	2% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord
Neighbouring Property	The adjoining and neighbouring property which is shown edged [_____] on the Plan
Permitted Use	use for grazing or other agricultural use and/or outdoor leisure and sports connected with the use of the Neighbouring Property but excluding use as a campsite or other accommodation
Plan	the plan attached to this Lease
Premium	£[TBC] pounds)
Property	the land described in Schedule 1
Rent	£20 per annum (if demanded)
Rent Payment Date	1 January in each year
Reservations	all of the rights excepted, reserved and granted to the Landlord by this Lease
Rights	the rights granted by the Landlord to the Tenant in clause 3
Service Media	all media for the supply or removal of water and sewage and all structures, machinery and equipment

ancillary to those media

Third Party Rights

all rights, covenants and restrictions affecting the Property including the matters referred to in the property register and the charges register of title number BK321389 as at 09:48:27 on 1 December 2017 to the extent they relate to the Property and are subsisting and still capable at the relevant time of taking effect

VAT

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax

- 1.2 A reference to this **lease**, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.5 Any obligation in this Lease on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use endeavours to prevent that thing being done by another person.
- 1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this Lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.
- 1.10 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.12 A reference to **writing** or **written** excludes fax and e-mail.
- 1.13 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.15 A reference to laws in general is a reference to all local, national and directly applicable supranational laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.16 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.17 The Schedules form part of this Lease and shall have effect as if set out in full in the body of this Lease. Any reference to this Lease includes the Schedules.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.19 References to clauses and Schedules are to the clauses and Schedules of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 2 Grant
- 2.1 The Landlord lets the Property with full title guarantee to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the Rights set out in clause 3, excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:
- 2.3.1 the Rent;
- 2.3.2 all interest properly payable under this Lease.
- 3 The Rights
- 3.1 Neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this Lease.
- 4 The Reservations
- 4.1 The following rights are excepted and reserved from this Lease for the benefit of the Landlord and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- 4.1.1 at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord has or acquires an interest during the Contractual Term.

- 4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:
- 4.2.1 to inspect the use and condition of the Property; and
 - 4.2.2 for any other purpose mentioned in or connected with:
 - (a) this Lease;
 - (b) the Reservations; and
 - (c) the Landlord's interest in the Property.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
- 4.4.1 physical damage to the Property, which they shall make good to the reasonable satisfaction of the Tenant; or
 - 4.4.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
- 5 Tenant covenants
- 5.1 The Tenant covenants with the Landlord to observe and perform the covenants and conditions in Schedule 2 of this Lease.
- 6 Landlord covenant
- 6.1 The Landlord covenants with the Tenant to observe and perform the covenant in Schedule 3 of this Lease.
- 7 Re-entry
- 7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- 7.1.1 any Rent or any other rent due under this Lease is wholly or partly unpaid 21 days after being properly demanded by the Landlord;
 - 7.1.2 any breach of any condition of, or tenant covenant in, this Lease.
- 7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.
- 8 Set-off

- 8.1 The Rent and all other amounts due under this Lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
- 9 Joint and several liability
- 9.1 Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.
- 10 Entire agreement
- 10.1 This Lease constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 10.2 Each party acknowledges that in entering into this Lease it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently).
- 11 Notices
- 11.1 A notice given under or in connection with this Lease shall be:
- 11.1.1 in writing and for the purposes of this clause a fax or an e-mail is not in writing;
- 11.1.2 given to the Landlord by sending it by prepaid first-class post or other next working day delivery service to Broadcasting House Portland Place London W1A 1AA with a copy to BBC Property Legal Room BC2 A6, Broadcast Centre, 201 Wood Lane, London W12 7TP or such other address as shall be notified by the Landlord to the Tenant in writing from time to time;
- 11.1.3 given to the Tenant by sending it by prepaid first-class post or other next working day delivery service to the Tenant's registered office (where the Tenant is a company or limited liability partnership) or such other address as shall be notified by the Tenant to the Landlord in writing from time to time;
- 11.2 If a notice is given in accordance with clause 11.1, it shall be deemed to have been received:
- 11.2.1 if delivered by hand, at the time the notice is left at the proper address; or
- 11.2.2 if sent by prepaid first-class post or other next working day delivery service, on the second working day after posting.
- 11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.

12 Contracts (Rights of Third Parties) Act 1999

12.1 A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

13 VAT

13.1 Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

14 Governing law

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

15 Jurisdiction

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

This lease has been entered into on the date stated at the beginning of it.

Schedule 1

The Property

- 1 The land known as pasture land Caversham Park Reading Berkshire shown edged [red] on the Plan including:
 - 1.1 all Service Media within and exclusively serving the Property;
 - 1.2 all boundary fences hedges walls and other boundary features as are shown on the Plan marked with and inward T; and
 - 1.3 all appurtenant rights and privileges benefitting the Property (if any)

Schedule 2

Tenant Covenants

- 1 Rent
 - 1.1 To pay the Rent to the Landlord in advance by one instalment on or before the Rent Payment Date by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.
- 2 Insurance
 - 2.1 The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property with a suitable and proper insurance company to provide cover in respect of each and every claim of not less than £5 million or such usual and appropriate higher sum as the Landlord acting reasonably may from time to time direct in writing. The Tenant shall upon reasonable request by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.
- 3 Interest on late payment
 - 3.1 To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent or other payment due under this Lease and not paid within 14 days following the date it is due. Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.
- 4 Rates and taxes
 - 4.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
 - 4.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; and
 - 4.1.2 any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this Lease.
 - 4.2 Subject to the same qualifications mentioned in paragraph 4.1.1 and paragraph 4.1.2, to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land.
- 5 Utilities
 - 5.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
 - 5.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.
- 6 Common items

6.1 To pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, utilities, structures and other items used or capable of being used by the Property in common with other property owned by the Landlord.

6.2 To comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items referred to in paragraph 6.1.

7 Costs

7.1 To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the Landlord (both during and after the end of the term) in connection with or in contemplation of any of the following:

7.1.1 the enforcement of the tenant covenants of this Lease; and

7.1.2 preparing and serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

8 Use

8.1 Not to use the Property for any purpose other than for the Permitted Use which shall be a condition of this Lease.

8.2 Not to hold any political meeting or sale by auction at the Property.

8.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.

8.4 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.

8.5 Not to overload any Service Media at or serving the Property.

8.6 The Tenant shall within 28 days of receiving a written request from the Landlord, inform the Landlord in writing of the specific current use or uses to which the Property is put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put. The Landlord may request this information as often as is reasonable.

9 Registration and notification of dealings and occupation

9.1 In this clause a **Transaction** is any assignment of, or charging of, the whole or any part of this Lease.

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

9.2.1 give the Landlord's solicitors notice of the Transaction;

- 9.2.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- 9.2.3 pay the Landlord a reasonable registration fee.
- 9.3 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.
- 10 Repair
- 10.1 The Tenant shall keep the Property and, at the end of the term, leave the Property clear of rubbish and maintain it in accordance with good agricultural practice and shall keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Property
- 11 Alterations
- 11.1 Not to make any alteration or addition to the Property and not to erect any equipment, buildings or other structures on the Property or make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed provided that the Landlord's consent shall not be required for the erection, alteration or demolition of any agricultural fencing or building erected for use in connection with grazing or other agricultural use and/or outdoor leisure and sports connected with the use of the Neighbouring Property.
- 11.2 The Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.
- 12 Sewers and drains
- 12.1 Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property provided that this shall not prevent use of the Property for normal agricultural purposes.
- 13 Compliance with laws and notices
- 13.1 The Tenant shall comply with all laws relating to:
 - 13.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 13.1.2 the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - 13.1.3 any works carried out at the Property; and
 - 13.1.4 all materials kept at or disposed from the Property.

- 13.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 13.3 Within twenty working days after receipt of any notice or other communication affecting the Landlord's reversionary interest in the Property (and whether or not served pursuant to any law) the Tenant shall:
- 13.3.1 send a copy of the relevant document to the Landlord; and
- 13.3.2 take all reasonable steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 13.4 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.
- 14 Encroachments, obstructions and acquisition of rights
- 14.1 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 15 Third Party Rights
- 15.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Right.
- 15.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.
- 16 Remedy breaches
- 16.1 If the Landlord has given the Tenant notice of any breach of any of the Tenant covenants in this Lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.
- 17 Indemnity
- 17.1 To indemnify the Landlord against all liabilities, expenses, costs, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property) suffered or incurred by the Landlord arising out of or in connection with:
- 17.1.1 any breach of any of the Tenant covenants of this Lease; or
- 17.1.2 any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

18 Returning the Property to the Landlord

18.1 At the end of the term to return the Property to the Landlord in accordance with the Tenant covenants of this Lease.

Schedule 3

Landlord Covenant

1 Quiet enjoyment

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

The Common Seal of the British)
Broadcasting Corporation)
was hereunto affixed and attested by

Officer of the Corporation

Officer of the Corporation

[Tenant Execution Clause]