

**SCHEDULE 10**  
**PROPERTIES USED IN PROVIDING THE SERVICES**  
**(Clause 3)**

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**SCHEDULE 10****PROPERTIES USED IN PROVIDING THE SERVICES****(Clause 3)****1. TRANSFERRING PROPERTIES**

1.1 The CONTRACTOR may use the AUTHORITY Properties listed in Appendix 6 of Schedule 10 for the provision of the Services.

1.2 The CONTRACTOR may use the OGD Properties listed in Appendix 6 of Schedule 10 for the provision of the Services.

**2. CONTRACTOR PROPERTIES**

2.1 The CONTRACTOR may use the properties specified in Appendix 6 of Schedule 10 for the provision of the Services.

**3. CASUAL HIRE PROPERTY**

3.1 The CONTRACTOR may use the properties specified in Appendix 6 of Schedule 10 for the provision of the Services.

**APPENDIX 1 &  
APPENDIX 2 NOT USED**

**APPENDIX 3**  
**TENANCY AT WILL FOR AUTHORITY PROPERTIES**

DATED 2004

**THE SECRETARY OF STATE FOR WORK & PENSIONS**

-and-

**[NAME OF CONTRACTOR ]**

---

**TENANCY AT WILL**

-relating to-

[ ]

---

**BIRD & BIRD**  
90 Fetter Lane  
London EC4A 1JP

Tel: 020 7415 6000  
Fax: 020 7415 6111

**TENANCY AT WILL**

**THIS TENANCY AGREEMENT** is made on

**BETWEEN:**

- (1) **THE SECRETARY OF STATE FOR WORK & PENSIONS** (the “**Landlord**” which expression shall where the context so admits include its successors in title);
- (2) [ ] [a company incorporated in England and Wales (registered number [ ] whose registered office is at [ ] the “**Tenant**”)

**WHEREAS:**

This tenancy at will is granted by the Landlord to the Tenant to allow it to take occupation of the Premises (as defined in Clause 1 hereof) whilst negotiations are in hand concerning the grant of a licence to underlet permitting the grant of a new underlease of the Premises to the Tenant in the form of the Draft Underlease (as defined in Clause 1 hereof)

**IT IS AGREED:****1. DEFINITIONS**

In this Agreement:

“**Draft Underlease**” means an underlease of the Premises in the form annexed hereto;

“**Interior**” means the internal coverings of the walls of the Premises and the floor and ceiling finishes of the Premises and the doors and door-frames and the windows and window-frames of the Premises;

“**Permitted Use**” means the permitted use as set out in the Draft Underlease;

“**Premises**” means those premises listed in Schedule 1 hereof;

“**Services Agreement**” means the medical services agreement dated [ ] made between the Landlord and the Tenant;

“**Rent**” means such sums as are payable to the Landlord pursuant to the provisions of Clause [ ] of the Draft Underlease plus any VAT chargeable on such sums;

“**Tenancy**” means the tenancy granted by this Agreement;

“**VAT**” means value added tax and any other tax of a like nature.

**2. INTERPRETATION**

In this Agreement unless there be something in the subject or context inconsistent therewith:

- (a) words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and the words importing the masculine gender only shall include the feminine gender and vice versa;
- (b) words importing the singular number only shall include the plural number and vice versa and where two or more persons are included in the expression the “**Landlord**” or the “**Tenant**” the agreements and covenants contained in this Agreement which are expressed to be made by either the Landlord or the Tenant shall be deemed to be respectively made by such persons jointly and severally;

- (c) words importing persons shall include firms, companies and corporations and vice versa;
- (d) the headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

### 3. **TENANCY AT WILL**

- 3.1 The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on the date of this Agreement.
- 3.2 The tenancy can be terminated with immediate effect by either party giving written notice to the other at any time.

### 4. **RENT**

- 4.1 The Tenant shall pay the Rent in advance without deduction or set-off on the dates specified for payment under the Draft Underlease.
- 4.2 On termination of the Tenancy any Rent already paid in respect of any period falling after the date of termination shall be repaid to the Tenant immediately.
- 4.3 The provisions in this Agreement requiring Rent to be paid in a particular pattern are for administrative convenience only. Nothing in this Agreement, nor any demand or receipt for rent collected on a monthly or other periodic basis, shall cause this Tenancy to become or take effect as a periodic tenancy.

### 5. **THE TENANT'S OBLIGATIONS**

The Tenant agrees with the Landlord.

#### 5.1 **Rent**

To pay the Rent in accordance with clause 4.1.

#### 5.2 **Outgoings**

To pay and to indemnify the Landlord against all rates, taxes, assessments, duties, charges, impositions and outgoings of an annual or other periodically recurring nature, and any fuel, telephone or other utility bills, payable in respect of the Premises during the currency of the Tenancy to the extent that the same are the responsibility of the Tenant under the terms of the Draft Underlease.

#### 5.3 **Repair, etc**

To keep the Interior in the state of repair and decoration for which the Tenant is responsible under the terms of the Draft Underlease.

#### 5.4 **Prohibitions**

Not:

- (a) to make any alterations or addition whatever to the Premises;
- (b) to use the Premises or any part of the Premises otherwise than for the Permitted Use;
- (c) to cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers;
- (d) to assign, underlet, charge, part with or share the possession or occupation of or otherwise dispose of the Premises or any part of the Premises;



- (e) to permit the Premises or any part of the Premises to be occupied by any person other than the Tenant and the Tenant’s employees and contractors for the purposes of the provisions of the services under the Services Agreement.

**5.5 Entry by Landlord**

To allow the Landlord and all persons authorised by the Landlord to enter the Premises on 15 days’ notice save in the case of emergency for the purpose of ascertaining whether the terms of this Agreement have been complied with.

**5.6 Interest**

If any sum payable to the Landlord under the terms of this Agreement shall not be paid on the due date, to pay interest at the rate of four per cent above the base rate for the time being of Barclays Bank PLC (or if the same shall cease to be published any comparable rate reasonably determined by the Landlord as replacing the same) from and including the due date to and including the date of payment in full.

**6. NO PRECEDING AGREEMENT FOR LEASE**

It is hereby certified that there is no Agreement for Lease to which this Lease gives effect.

**7. RIGHTS OF THIRD PARTIES**

No person other than the contracting parties may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

**AS WITNESS** the hands of the parties hereto or their duly authorised agents the day and year first before written

Signed by or on behalf of            )  
 The Landlord/Tenant                 )

.....

**APPENDIX 4**  
**SUBLEASE FOR AUTHORITY PROPERTIES**

Dated

**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

- and -

[ ]

**SUBLEASE OF PART**

**Relating to**

[ ]

**BIRD & BIRD**

90 Fetter Lane  
London, EC4A 1JP  
Tel : 020 7415 6000  
Fax : 020 7415 6111

Ref : AJS/DEPSS/031

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**THIS SUBLEASE** is made on

2004

**BETWEEN:**

- (1) **THE SECRETARY OF STATE FOR WORK AND PENSIONS** (the "**Landlord**"); and
- (2) [ ] a company incorporated in England and Wales (registered number [ ] whose registered office is at [ ] (the "**Tenant**").

**WHEREAS:**

- (A) This Sublease is granted pursuant to the MPPP Services Agreement dated [ ] (the "**Agreement**") under the terms of which the Landlord selected the Tenant to provide certain services (as referred to in the Agreement) and the Tenant undertook to supply the same on the terms set out in the Agreement.
- (B) The Tenant and the Landlord have agreed to enter into this Sublease in order that the Tenant may carry out its obligations pursuant to the terms of the Agreement.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1** In this Sublease:

**"Access Ways"** means the roads paths car parking areas entrance halls passages corridors lifts and staircases the use of which is necessary for obtaining access to and egress from the Building the Premises and Common Parts or such of them as afford reasonable access and egress as above subject to the Landlord (on not less than 28 days written notice) being able to designate alternative access ways provided that such alternatives are still capable of affording reasonable access to and egress from the Building the Premises and Common Parts;

**"Accounting Year"** means the annual accounting period in relation to which the Annual Service Costs are calculated beginning on the first day of April in each year or on such alternative date as the Landlord may stipulate;

**"Annual Service Costs"** means the total cost (to be determined conclusively by the Landlord's surveyor) reasonably and properly incurred by the Landlord during each Accounting Year in providing or paying for the Services;

**"Base Rate"** means the base lending rate from time to time of National Westminster Bank Plc or (in the event of such base lending rate ceasing to exist) such other comparable rate of interest as the Landlord may nominate;

**"Building"** means the building known as [ ] and (where the context so admits) includes any part or parts thereof which are for the purposes of identification only shown edged green on the Building Plan;

**"Building Plan"** means the plan or plans of the Building annexed hereto and marked "Building Plan(s)";

**"Common Parts"** means such service yards loading bays forecourts reception and entrance ways toilets kitchens dining and canteen facilities in the Building and other areas which are or may from time to time be provided or designated by the Landlord (acting reasonably) for common use by the Tenant and other occupiers of the Building;

**"Conduits"** means all pipes wires cables aerials sewers gutters drains watercourses channels ducts flues and all other conducting media and cisterns tanks meters and all ancillary apparatus including fixings and housings;

**"Cutover Date"** shall have the same meaning as in the Agreement;

**"Due Proportion"** means a proportion of the Annual Service Costs which is attributable to the Premises such proportion to be calculated primarily on a comparison of the Net Internal Area of the Premises with the Net Internal Area of the Superior Demise PROVIDED ALWAYS that in the event of such comparison being inappropriate having regard to the nature of the expenditure incurred or the area in the Superior Demise benefited thereby or otherwise the Landlord shall have the option to adopt such other method of calculation of the Due Proportion of such expenditure to be allotted to the Premises as shall be fair and reasonable in the circumstances (including if appropriate the allotment of the whole of such expenditure to the Premises);

**"Encumbrances"** means the restrictions stipulations covenants rights reservations provisions and other matters conferred imposed or referred to in the documents brief particulars of which are set out in Schedule 4 hereto;

**"Estate"** means the area edged blue on the Estate Plan for the purposes of identification only and includes for the avoidance of doubt but without prejudice to the generality of the foregoing the Building Premises Access Ways and Conduits and any landscaped areas around the Building;

**"Estate Plan"** means the plan of the Estate as annexed hereto and marked "Estate Plan";

**"Insurance Fee"** has the meaning given to it in Schedule 6 Part A Paragraph 2;

**"Interest"** means interest at 3% above the Base Rate during the period beginning with the date on which payment is due and ending on the date of payment (whether before or after any judgment);

**"Net Internal Area"** means the usable area within the Premises and the method of measurement is set out in the Royal Institution of Chartered Surveyors Code of Measurement Fourth Edition;

**"Permitted Use"** means subject to the terms of the Superior Lease use for the purposes of performing the Tenant's obligations under the Agreement and such other use as the Landlord shall first approve in writing;

**"Planning Legislation"** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning and Compensation Act 1991 any other Act relating to town and country planning and any orders or regulations made under any of them;

**"Premises"** means the premises specified in Schedule 1 hereto and (where the context so admits) includes any part or parts thereof and which are for the purposes of identification only shown edged red on the Premises Plan;

**"Premises Plan"** means the plan of the Premises annexed hereto and marked "Premises Plan";

**"Services"** means the services set out in Schedule 5 Part B to this Sublease;

**"Service Charge"** means a sum payable by the Tenant to the Landlord amounting to the Due Proportion of the Annual Service Costs;

**"Superior Demise"** means any area demised to the Landlord by a Superior Lease;

**"Superior Landlord"** means any Landlord under the Superior Lease;

**"Superior Lease"** means any superior lease of the Superior Demise of which the Premises form part;

**"Term"** means the period of [ ] years commencing on the Cutover Date (subject to the provisions for earlier determination contained in clause 4.1 and further subject to the provisions for renewal contained in clause 4.12);

**"VAT"** means Value Added Tax or any equivalent tax which may at any time be imposed in substitution or in addition;

**"VAT Supply"** means a taxable supply for the purposes of VAT incorporating the meaning which "supply" has for the purposes of the Value Added Tax Act 1994.

#### 1.2 **Interpretation of restrictions on Tenant**

Any covenant in this Sublease by the Tenant not to do any thing includes a covenant not to knowingly permit or suffer that thing to be done.

#### 1.3 **Clause headings**

The clause headings in this Sublease shall not be taken into account in or affect the interpretation of the Sublease.

#### 1.4 **Singular and plural meanings**

Words in this Sublease importing the singular meaning shall where the context so admits include the plural meaning and vice versa.

#### 1.5 **Joint and several obligations**

Covenants in this Sublease given by or implied on more than one person are joint and several.

#### 1.6 **Statutes**

Any reference to any Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and every instrument order direction regulation byelaw permission lease consent condition scheme and other such matter made under it.

#### 1.7 **Landlord's Approvals**

The approval or consent of the Landlord where required shall not have effect unless made in writing. An obligation not to unreasonably withhold the giving of approval or consent extends to and includes an obligation not to unreasonably delay the giving of approval or consent.

#### 1.8 **Conflict**

Where there is any conflict in interpretation between the Agreement and this Sublease the Agreement shall prevail and for the avoidance of doubt none of the Tenant's covenants contained in this Sublease shall be deemed to impose any lesser obligation on the Tenant than those contained in any Superior Lease.

#### 1.9 **References**

References to persons shall include individuals bodies corporate unincorporated associations governments governmental bodies authorities and agencies and any other person having legal capacity and all references in this Sublease to the Landlord shall where the context so admits include a reference to any superior landlord.

#### 1.10 **Right to Enter**

Any right to enter the Premises conferred by this Sublease shall be exercisable also by the employees agents and work people of the person on whom the right is conferred and any others authorised by that person and with all necessary equipment tools and materials.

## 2. THE DEMISE

In consideration of the rent and the covenants by the Tenant hereinafter reserved and contained the Landlord HEREBY DEMISES to the Tenant the Premises TOGETHER WITH (but to the exclusion of all other easements and rights) the rights set out in Schedule 2 hereto EXCEPTING AND RESERVING the rights set out in Schedule 3 hereto TO HOLD the Premises unto the Tenant subject to the Encumbrances and to all other rights easements quasi-easements and privileges to which the Premises are subject for the term of [ ] years from and including [ ] determinable as hereinafter provided up to and including [ ] YIELDING AND PAYING therefor during the Term the yearly rent of £[ ] plus VAT (if any) monthly in arrears on a day in the month to be notified by the Landlord to the Tenant the first of such payments or a proportionate part thereof in respect of the period commencing on [ ] and ending on [ ] to be made on [ ] and ALSO YIELDING AND PAYING as additional rent the Service Charge in accordance with Schedule 5 and the Insurance Fee in accordance with the provisions of Schedule 6 where the Landlord is other than the Minister of the Crown.

## 3. THE TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord during the whole of the Term:

### 3.1 To pay:

3.1.1 the rents hereby reserved;

3.1.2 on demand and subject to provision of a valid VAT invoice addressed to the Tenant all VAT which is chargeable upon every VAT Supply made by the Landlord to the Tenant under this Sublease;

3.1.3 on demand Interest accruing from the due date for payment in respect of any payment due from the Tenant to the Landlord under this Sublease which remains unpaid more than 21 days after it has become due until the date that the payment has been made;

3.1.4 all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether Parliamentary municipal parochial or otherwise) which are now or may at any time hereafter be payable charged or assessed on or in respect of the Premises or the owner or occupier thereof during the Term to include (for the avoidance of doubt) a fair proportion of such costs and charges as are payable charged or assessed on or in respect of the Superior Demise as the case may be except in so far as such items are paid by the Landlord and recovered from the Tenant by way of the Service Charge.

3.2 Not to reduce any payment due under this Sublease by making any deduction from it or by setting any sum off against it.

3.3 To keep the Premises clean and tidy and clear of rubbish and leave the same in a clean and tidy condition and remove the Tenant's furniture equipment goods and chattels from the Premises at the end of the Term.

3.4 Not to carry out any alterations or additions of whatever nature to the Premises other than in relation to telephones communications and information technology included within the Premises Provided That this Clause shall be deemed subject to any further prohibition on carrying out such alterations contained in the Superior Lease.

3.5 Not to do anything upon the Premises which causes any damage disturbance or interference to the Premises or adjoining or neighbouring property or which causes nuisance disturbance or interference to the owners occupiers or users of adjoining or neighbouring property, PROVIDED THAT the use of the Premises for the Permitted Use shall not amount to a breach of this obligation.



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- 3.6 3.6.1 Not to do any act matter or thing or permit any omission which would or might constitute a breach of any statutory requirement affecting the Premises the Building or the Estate, provided always that the Tenant shall not be obliged by virtue of this clause to carry out works to the Premises.
- 3.6.2 Without prejudice to the foregoing at its own expense to observe and comply with the provisions of all legislation and any and every statutory regulation relating to the employment of any person in the Premises or any fixtures equipment or machinery therein provided always that the Tenant shall not be obliged by virtue of this clause to carry out works to the Premises.
- 3.7 To indemnify the Landlord and his successors in title (as the case may be) against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from any act omission or default of the Tenant or anyone at the Premises with the express or implied authority of the Tenant which is in breach of the Tenant's covenants contained in this Sublease and without prejudice to the generality of the foregoing if the Premises or any part is damaged or destroyed by any act or default of the Tenant or any person at the Premises with the express or implied authority of the Tenant and in breach of the Tenant's obligations under this Sublease then (at the option of the Landlord) the Tenant will on demand either pay to the Landlord the whole of the cost of reinstatement of the part so damaged or destroyed or rebuild or reinstate the Premises at its own cost to the reasonable satisfaction of the Landlord, the Tenant being allowed towards the costs of reinstatement the amount (if any) actually received in respect of such damage or destruction under any insurance policy on the Premises.
- 3.8 To observe such rules and regulations as are notified to the Tenant (including without prejudice to the foregoing all rules and regulations regarding security health and safety energy management and environmental policies) as the Landlord may make in respect of the Tenant's use of the Premises or the Access Ways or the Common Parts or the Estate provided that such rules and regulations shall not adversely affect the Tenant's performance of its obligations under the Agreement.
- 3.9 Not to impede in any way the Landlord or its respective servants or agents in the exercise of its rights of possession and control of the Premises and every part thereof.
- 3.10 Subject to the provisions contained in any Superior Lease to permit the Landlord to enter the Premises at all reasonable times after at least 15 days' prior written notice (except in an emergency when no prior notice need be given) for the purpose of exercising those rights excepted and reserved to the Landlord under paragraphs 3 4 and 5 of Schedule 3 to this Sublease and to enter the Premises at all reasonable times to carry out the services mentioned in paragraph 6 of Schedule 3 to this Sublease.
- 3.11 Not to assign charge underlet share occupation or part with possession of the whole or any part of the Premises.
- 3.12 3.12.1 Not to erect nor install in the Premises any engine furnace or machinery whether driven by steam oil or electric energy or otherwise other than inoffensive office machines or machines required for the Permitted Use.
- 3.12.2 Not to store in the Premises any petrol or other specially inflammable explosive combustible or radioactive substance.
- 3.12.3 Not to use the Premises for any noxious noisy or offensive trade or business nor for any illegal or immoral act or purpose and not to hold any sales by auction nor to permit livestock of any kind to be kept there.
- 3.12.4 Not to load or use the floors walls ceilings or structure of the Premises in any manner which will cause strain damage or interference with their structure.
- 3.12.5 Not to overload the electrical installations within the Premises nor to overload the other services supplied to them.

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- 3.12.6 To provide within the Premises efficient fire extinguishers of a type and number approved by the appropriate Fire Officer for the Premises.
- 3.12.7 Not without the previous written consent of the Landlord to hold in or on the Premises any exhibition public meeting or public entertainment nor to use the Premises as a launderette or as a betting shop or betting office nor to use the Premises for the sale of wines spirits beers or any intoxicating liquor for consumption either on or off the Premises nor for the sale of hot foods or pet food animals animal foods pornography or sexual aids.
- 3.12.8 Not (except in the case of emergency) to allow any person or persons to sleep in the Premises nor to use them for residential purposes.
- 3.12.9 Not at any time during the Term to place or suffer to be placed in the Access Ways or Common Parts serving the Premises any goods mats trade empties rubbish or other obstruction.
- 3.12.10 Not to discharge into the drains upon the Premises any oil grease or other deleterious matter nor knowingly to permit the drains to be obstructed by such matter but to keep the Premises and the drains thereon thoroughly cleaned.
- 3.12.11 Not to do anything on the Premises whereby the Premises or the Landlord's fixtures and fittings or appurtenances of whatsoever nature will be damaged.
- 3.13 Save to the extent that compliance therewith falls within the Landlord's obligations hereunder to comply in all respects with the provisions of all statutes and instruments pursuant to them for the time being in force and the requirements of any competent authority relating to the Premises or anything done thereon by the Tenant and to indemnify the Landlord against all actions proceedings claims or demands which may be brought or made by reason of such statutes or requirements or any default in compliance therewith, provided that the Tenant shall not be obliged by virtue of this Clause to carry out works to the Premises.
- 3.14 3.14.1 Not to make any application under Planning Legislation for permission to develop the Premises or for change of use of the Premises.
- 3.14.2 Not to implement any planning permission if the Landlord shall make reasonable objection to any of the conditions subject to which it has been granted.
- 3.15 3.15.1 To give full particulars to the Landlord of any notice order or proposal for a notice or order made given or issued to the Tenant under or by virtue of Planning Legislation or otherwise within seven days of the receipt of the notice relating thereto by the Tenant and if so required by the Landlord to produce such notice order or proposal for a notice or order to the Landlord and also insofar as such notice order or proposed relates to the Premises without delay to take all reasonable and necessary steps to comply with any such notice or order.
- 3.15.2 At the proper and reasonable request and cost of the Landlord to make or join with the Landlord in making such objections or representations against or in respect of such notice or order or any proposal for such a notice or order as aforesaid as the Landlord shall acting reasonably deem expedient.
- 3.16 3.16.1 To observe and perform the obligations and liabilities comprising the Encumbrances so far as they relate to the Premises and are capable of being enforced.
- 3.16.2 To indemnify and keep indemnified the Landlord against any liability whatsoever arising out of the breach non-observance or non-performance of the foregoing obligation.
- 3.17 To use the Premises for the Permitted Use only.
- 3.18 Subject to the provisions of any relevant law and the Encumbrances the Tenant shall be entitled to place upon any part of the Premises any reasonable fascia signs name plates notice placard or

similar device indicating its name and giving such directions to the public as the Landlord shall approve (such approval not to be unreasonably withheld or delayed).

- 3.19 Subject to clause 5.5 to comply with all of the tenant's covenants in any Superior Lease so far as they relate to the Premises and save to the extent that compliance therewith falls within the Landlord's obligations under this Sublease.
- 3.20 At the end of the Term (or upon the earlier termination of this Lease) quietly to yield up the Premises to the Landlord and not to cause any damage to the Premises in so yielding up.
- 3.21 To observe and perform the covenants on the part of the Tenant and the conditions referred to in Schedules 5 and 6 hereof.

#### 4. **PROVISOS**

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:

- 4.1 This Lease shall determine (without prejudice to either party's rights in respect of any antecedent breach by the other of its obligations herein contained):
- 4.1.1 immediately on the expiration of not less than 15 days' written notice served by the Landlord on the Tenant at any time following any breach by the Tenant of its undertakings contained in clause 3 relating to security or upon the Tenant committing any criminal act on the Premises or the Estate or where the breach is incapable of remedy;
- 4.1.2 immediately without notice on termination or expiry of the Agreement.

Time shall be of the essence in respect of this clause 4.1 and the Tenant shall be required to vacate the Premises upon the date of termination of this Sublease.

#### 4.2 **Landlord and Tenant Act 1954**

In accordance with the provisions of section 38(1) Landlord and Tenant Act 1954 the parties have agreed that the provisions of sections 24 to 28 of that Act shall be excluded in relation to the tenancy created by this Sublease; and

- 4.2.1 the Landlord has served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the **Order**");
- 4.2.2 the requirements specified in Schedule 2 to the Order have been met in that the Tenant has made the appropriate declaration in the form, or substantially in the form, set out in Schedule 2 to the Order.
- 4.3 Subject to the provisions of clause 5.1 neither the Landlord nor its successors in title shall be liable for damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liabilities incurred by the Tenant or any of its employees visitors or those at the Premises the Access Ways the Common Parts the Building or on the Estate with the Tenant's express or implied authority.
- 4.4 4.4.1 The Landlord may at any time during the Term:
- (i) in an emergency serve not less than 10 days written notice upon the Tenant (the "Emergency Relocation Notice");
- (ii) in any event where there is no emergency serve not less than 10 days written notice on the Tenant using its reasonable endeavours to give longer than 10 days notice where possible (the "Relocation Notice");

in each case informing the Tenant that the Landlord intends to relocate the Tenant to different premises (the "Alternative Premises").

- 4.4.2 The Landlord will use reasonable endeavours to ensure that any relocation does not adversely affect the performance of the Tenant's obligations under the Agreement.
- 4.4.3 No later than the expiration of the Emergency Relocation Notice or the Relocation Notice as the case may be:
- (i) the Landlord and the Tenant shall ensure that the security of tenure provisions contained in Part II of the Landlord and Tenant Act 1954 are excluded by the health warning procedure prescribed by that Act; and
  - (ii) the Landlord and the Tenant shall enter into the necessary documentation to permit occupation of the Alternative Premises which so far as reasonably possible shall follow the form of this Sublease.
- 4.4.4 Upon the date of expiration of the Emergency Relocation Notice or the Relocation Notice as the case may be:
- (i) this Sublease shall automatically terminate without prejudice to the rights of either party in respect of any antecedent breaches of the obligations contained herein; and
  - (ii) the Tenant shall relocate to the Alternative Premises.
- 4.4.5 It is hereby certified that this Sublease is entered into in conformity with the Agreement.
- 4.5 4.5.1 Where the Tenant is required to pay repay reimburse or provide to the Landlord any amount or other consideration in respect of a VAT Supply made by the Landlord to the Tenant then that amount or consideration is deemed to be exclusive of any VAT chargeable on that VAT Supply.
- 4.5.2 Where the Tenant is required to pay repay reimburse or provide to the Landlord any amount or other consideration in respect of a VAT Supply made by a third party to the Landlord then the Tenant's undertaking is an undertaking to pay to the Landlord a sum equal to any VAT charged to the Landlord on that VAT Supply for which the Landlord is not able to recover by way of set-off or repayment.
- 4.6 4.6.1 The Landlord shall be entitled to assign sub-contract or otherwise dispose of any or all of its rights and/or obligations under this Sublease or any part thereof:
- (i) to any department office or agency of the Crown or to any former department office or agency of the Crown (if such organisation should be privatised); or
  - (ii) to any other body established by the Crown or under statute or to any private sector body which has been engaged by the Landlord or any other department office or agency of the Crown in order substantially to perform any of the functions of the Landlord; or
  - (iii) to private sector entity engaged by the Landlord as part of a market test of any of the services provided by the Landlord hereunder.
- 4.6.2 Notwithstanding the generality of clause 4.7.1(i) and 4.7.1(ii) any change in the legal status of the Landlord such that it ceases to be a department office or agency of the Crown shall not affect the validity of this Sublease In the event of the establishment of a successor to the Landlord this Sublease shall bind and enure to the benefit of any such successor to the Landlord.

- 4.7 That if the said rents or any part thereof shall be unpaid for twenty one days after any due date for payment (whether formally demanded or not) or if the Tenant is at any time in breach of any of his covenants conditions or agreements herein contained or if (the Tenant or any surety for the Tenant being a corporation) a voluntary arrangement is proposed or approved or an administration order is made or a receiver or administrative receiver is appointed of any of the Tenant's or surety's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than by a solvent company for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver administrative receiver or administrator or to present a winding-up petition or make a winding-up order or if (the Tenant or any surety for the Tenant being an individual or individuals) an interim order is applied for or made or a voluntary arrangement approved or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Tenant or the surety or if a receiver or trustee in bankruptcy is appointed of the Tenant's or the surety's estate or other similar or equivalent action is taken against or by the Tenant or the surety by reason of insolvency or in consequence of debt then and in any such case it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to re-enter upon the Premises or any part thereof in the name of the whole and to forfeit this Sublease but without prejudice to any right of action or remedy of either party in respect of any antecedent breach of any of the covenants by the other hereinbefore contained.
- 4.8 That the Landlord shall have power at all times without obtaining any consent from or making any arrangement with the Tenant to deal as it may think fit with any property belonging to the Landlord adjoining or nearby and to erect or suffer to be erected on such property any buildings whatsoever provided that such buildings shall not affect or materially diminish the access of light or air which may now or at any time or times during the Term be enjoyed by the Tenant or the occupiers of the Premises or any part thereof or materially affect the use of the Premises for the Permitted Use.
- 4.9 Any notice served under or in connection with this Sublease shall be properly served if it complies with either the provisions of section 196 of the Law of Property Act 1925 (as amended) or section 23 of the Landlord and Tenant Act 1927 save that while the Landlord is the Secretary of State for Work and Pensions or another Government Department a notice to be served on the Landlord shall not be properly served unless it is left at or sent by registered or recorded delivery post to DWP Estates Unit 5th Floor Tavis House 6 Tavistock Place London WC1H 9NB or at such other address as the Landlord may notify in writing to the Tenant.
- 4.10 Nothing contained in this Sublease or any consent or approval granted by the Landlord under this Sublease shall be deemed to constitute any warranty by the Landlord that the Premises or any part thereof are authorised for use under the Planning Legislation or otherwise for any specific purpose or that the Premises are fit for any of the Tenant's purposes under this Sublease and the Tenant shall remain fully bound and liable to the Landlord in respect of the Tenant's obligations under this Sublease without any compensation recompense or relief of any kind whatsoever.
- 4.11 In the event that the Tenant wins the bid for the renewal of the Agreement and enters into a new agreement (the "New Agreement ") upon the expiry of the Agreement on [ ] the Landlord will subject to obtaining any necessary consents under the terms of the Superior Lease grant to the Tenant a further Sublease of the Premises for a term equivalent to the term of the Agreement commencing on the day following the last day of the Term upon the same terms and conditions as this Sublease (save as varied by the New Agreement but excluding this option for a further Sublease) (the "**Further Sublease**") in accordance with the following provisions of this clause 4.12.
- 4.11.1 The Landlord will serve notice in writing on the Tenant at the same time as notifying the Tenant that it has won the bid stating that the Landlord wishes to grant the Further Sublease to the Tenant (the "**Renewal Notice**").
- 4.11.2 Within three months of the date of service of the Renewal Notice the Tenant shall serve on the Landlord a counter notice (the "**Counter Notice**") indicating whether the Tenant wishes to take the Further Sublease.

- 4.11.3 If the Tenant indicates by way of the Counter Notice that it does not wish to take the Further Sublease or if the Tenant fails to serve the Counter Notice then the parties shall take no further steps towards the grant of the Further Sublease.
- 4.11.4 If the Tenant indicates by way of the Counter Notice that it does wish to take the Further Sublease then:
- 4.11.4.1 the parties shall no later than two months from the date on which the Landlord receives the Counter Notice ensure that the security of tenure provisions contained in Part II of the Landlord and Tenant Act 1954 are excluded by the health warning procedure prescribed by that Act; and
- 4.11.4.2 as soon as reasonably possible thereafter and in any event no later than the last day of the Term the parties shall enter into the Further Sublease.
- 4.11.5 For the avoidance of doubt each party shall be responsible for its own costs incurred in connection with the grant of the Further Sublease.
- 4.12 The Landlord shall have the power at all times to lay down such proper complaints procedure relating to the provision of Services as the Landlord in its absolute discretion deems fit and the Tenant shall observe and comply with the terms and conditions of any such complaints procedure.
- 4.13 Nothing in this Sublease contained shall be construed or be deemed to have effect so as to render any of the provisions of the Planning Legislation applicable to the interest of the Landlord in the Premises or in any way to restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Landlord.
- 4.14 Nothing in this Sublease contained shall in any way affect the exercise by the Secretary of State for Work and Pensions of any of his duties powers functions or discretions and no such exercise shall render compensation payable under any of the Landlord's covenants herein contained.
- 4.15 Any dispute or difference arising between the Landlord and Tenant relating to the interpretation or implementation of this Sublease or arising in any way therefrom shall (except as otherwise provided in this Sublease) be referred to a single arbitrator if the Landlord and the Tenant can agree upon one within 21 days of either party serving upon the other a written notice requiring such agreement and otherwise to an arbitrator appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and in either case in accordance with the provisions of the Arbitration Act 1996.

## 5. **LANDLORD'S COVENANTS**

The Landlord hereby covenants with the Tenant as follows:

- 5.1 To keep the Premises and the Building in good and substantial repair and condition.
- 5.2 To provide the Services PROVIDED ALWAYS that the Landlord will not be liable to the Tenant for any interruption or failure so to provide caused by reason of any temporary breakdown or any works of inspection maintenance repair or renewal or any damage or destruction or any cause beyond the control of the Landlord provided always that the Landlord shall use all reasonable endeavours to keep any such disruption to the Services to a minimum.
- 5.3 To permit the Tenant to lawfully and peaceably enjoy the Premises throughout the Term without any interruption by the Landlord or by any person lawfully claiming through under or in trust for the Landlord.
- 5.4 At the proper and reasonable request of the Tenant to take all reasonable steps to enforce the covenants on the part of the Superior Landlord contained in the Superior Lease in so far as they relate to the Premises.

5.5 To pay all parts reserved by the Superior Lease and to comply with the Tenant's covenants in the Superior Lease so far as they relate to the Premises and so far as they have not been assumed by the Tenant under clause 3.19 hereof.

5.6 To observe and perform the covenants on the part of the Landlord and the conditions referred to in Schedules 5 and 6 hereof.

**IN WITNESS** whereof these presents have been entered into as a deed the day and year first before written

**THIS DEED** remains undelivered until the date hereof

Original

The Official Seal of the **SECRETARY** )  
**OF STATE FOR WORK AND** )  
**PENSIONS** hereunto affixed is )  
authenticated by: )

Authorised Signatory

Counterpart

Executed as a DEED )  
by [ ] acting by: ] )

Director

Director/Secretary

**SCHEDULE 1****The Premises**

The Premises is [ ] as shown on the Premises Plan and includes:

1. the inside and outside of the doors and door frames (including mastic joints or seals) bounding the Premises and any glass in such doors;
2. the internal plaster surfaces of all non-loadbearing walls which divide the Premises from any other part of the Building;
3. all non-loadbearing walls within the Premises;
4. the flooring down to the joists or other structural parts supporting the same;
5. the ceiling plaster;
6. all other internal surfaces and partitions but otherwise excluding all structural and loadbearing parts of the Building and the external walls of the Building in so far as such items are demised to the Landlord under the Superior Lease.



**SCHEDULE 2****Rights Enjoyed with the Demise**

So far as the Landlord can lawfully grant the same the Landlord during the Term grants the Tenant the following rights:

1. The right of support shelter and protection for the Premises from the remainder of the Building as enjoyed at the date hereof.
2. The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water soil gas electricity telecommunications and other services to and from the Premises through the Conduits in the remainder of the Building.
3. The right to use the Access Ways (with or without vehicles as may be appropriate) for purpose of obtaining access to and egress from the Premises and Common Parts.
4. The right to use the Common Parts for all proper purposes.
5. The right in case of fire fire drill or other emergency (whether actual or contemplated) to pass on foot through and along the staircases stairwells corridors passages or any other fire escape route which the Landlord has designated as the fire escape route within the Estate in accordance with any regulations or requirements of the Landlord and any competent authority having jurisdiction in such matters.
6. All such rights as aforesaid to be only so far as is necessary for the reasonable enjoyment of the Premises and are deemed to be rights in common with the Landlord and all other persons authorised by the Landlord.

**SCHEDULE 3****Exceptions and Reservations for the benefit of the Landlord**

1. The right of support shelter and protection for any adjoining property belonging to the Landlord from the Premises as enjoyed at the date of this Sublease.
2. The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water soil gas electricity telecommunications or such other services to and from the Building in and through the Conduits now laid or to be laid during the remainder of the Term in the Premises.
3. Subject to the rights reserved to any superior landlord under any Superior Lease the right to enter upon the Premises at all reasonable times on at least 15 days prior written notice (except in a case of emergency when no notice need be given) in order to inspect repair maintain service replace renew or carry out any other works to any equipment belonging to the Landlord which remain on the Premises during the Term (including for the avoidance of doubt but without prejudice to the generality of the foregoing any computer equipment and related software and consumables belonging to the Landlord) provided always that the Landlord shall keep all disruption to the Tenant's use and enjoyment of the Premises to a minimum and shall make good as soon as practicable any damage caused to the reasonable satisfaction of the Tenant.
4. The right to enter upon the Premises at all reasonable times on at least fifteen days prior written notice for the purpose of inspecting and taking copies of certain records kept by the Tenant (as referred to in clause 10.1 of the Agreement) provided always that the Landlord shall keep all disruption to the Tenant's use and enjoyment of the Premises to a minimum and shall make good as soon as practicable any damage caused to the reasonable satisfaction of the Tenant.
5. Subject to the rights reserved to any superior landlord under any Superior Lease the right to enter upon the Premises at all reasonable times after at least 15 days prior written notice (except in an emergency when no prior notice need be given) in order to inspect and carry out maintenance repairs alterations additions decorations or any other works to the Premises or Conduits or to any adjoining or neighbouring property or performing any of the Landlord's obligations under this Sublease which cannot reasonably be carried out without entry on to the Premises provided always that the Landlord shall keep all disruption to the Tenant's use and enjoyment of the Premises to a minimum and shall make good as soon as practicable any damage caused to the reasonable satisfaction of the Tenant.
6. Subject to the rights reserved to any superior landlord under any Superior Lease the right when necessary to enter upon the Premises at all reasonable times in order to carry out the services which cannot reasonably be carried out without entry on to the Premises provided always that the Landlord shall keep all disruption to the Tenant's use and enjoyment of the Premises to a minimum and shall make good as soon as practicable any damage caused to the reasonable satisfaction of the Tenant.
7. The full right in case of fire drill or other emergency (whether actual or contemplated) to pass and repass through and over the Premises in accordance with any regulations or requirements of any competent authority having jurisdiction in such matters.

**SCHEDULE 4**

**Documents**

**SCHEDULE 5****Service Charge**

In this Schedule 5 the following expressions shall have the following meanings:

**Part A****3. General**

The Tenant covenants to pay to the Landlord:

**1.1 the Service Charge:**

1.1.1 monthly in arrears upon demand;

1.1.2 as to any balance due at the end of any Accounting Year fourteen days after service of the Landlord's certified statement.

**2. Advance Payments**

At the start of each Accounting Year the Landlord is to prepare and deliver to the Tenant an estimate of the anticipated amount of the Annual Service Costs for that Accounting Year together with a statement of the proportion payable by the Tenant.

**3. Accounts and Balancing Charge**

As soon as practicable after the end of each Accounting Year the Landlord is to:

3.1 procure the preparation of a certified statement of the Annual Service Costs for that Accounting Year together with a summary of the relevant expenditure;

3.2 deliver to the Tenant a copy of the certified statement showing the figure for the Service Charge in respect of that Accounting Year and any balance remaining due from the Tenant or overpaid by the Tenant after allowing for advance contributions already paid by the Tenant for that Accounting Year.

**4. Overpayments and Shortfall**

4.1 Any overpayment of the Service Charge made by the Tenant in respect of any Accounting Year is to be held by the Landlord and applied towards the Service Charge due in respect of the next following Accounting Year by way of set-off against the next advance payment or payments requested by the Landlord, or in respect of the Accounting Year current at the end of the Term repaid by the Tenant.

4.2 The Tenant shall within fourteen days of a demand pay to the Landlord any shortfall of the Service Charge in respect of any Accounting Year.

**5. Accounts Final and Binding**

The Landlord's estimate referred to in paragraph 2 of this part of this Schedule will not be challenged or queried by the Tenant and the certified statement prepared by the Landlord in accordance with paragraph 3 of this part of this Schedule is final and binding on the Tenant except for manifest error or as to any question of law.

**6. Cost of Services**

The Tenant is not entitled to object to any item comprised in the Annual Service Costs on the ground that the materials work or service might have been provided or performed at a lower cost and in particular the Landlord is entitled to provide any materials and employ its own agents servants and workmen in the performance of any particular service, provided that the costs charged by its own agents servants and workmen are reasonable and proper in the circumstances.

**7. Omissions**

For the avoidance of doubt it is declared that any failure by the Landlord to include in any statement of the Annual Service Costs a sum expended or liability incurred in the relevant Accounting Year will not preclude the Landlord from including such sum or the cost of such liability in the following Accounting Year.

**Part B**

Such services as shall from time to time be provided by the Landlord in accordance with Schedule 10C of the Agreement.

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**SCHEDULE 6****Insurance****Part A**

In this Schedule the following expressions have the following meanings:

1. **"Insured Risks"** means fire lightning explosion impact tempest flood subsidence landslip bursting or overflowing of water tanks or pipes sprinkler damage damage caused by aircraft and other aerial devices (other than hostile) and articles dropped therefrom riot civil commotion and malicious damage subsidence heave and landslip and such other risks as the Landlord may reasonably determine.
2. **"Insurance Fee"** means the amount attributable to the Premises (conclusively determined by the Landlord) which the Landlord from time to time pays covering the Premises and the Insured Risks for the full reinstatement value (the amount to be determined by the Landlord) including insurance of loss of rent for a period of three years and the cost of demolition site clearance planning and professional fees.

**Part B**

During such time as the Landlord is a Minister of the Crown:

1. The Tenant covenants with the Landlord as follows:
  - 1.1. Not to do or permit any act matter or thing or make or permit any omission which would or might make void or voidable in whole or in part any insurance effected from time to time in respect of the Premises or whereby the rate of premium thereon might be increased and for the avoidance of doubt during such time as there is no insurance effected in respect of the Premises not to do any act matter or thing which would or might make void or voidable in whole or in part or which would or might increase the premium payable in respect of such insurance policy as the Landlord would were it not a minister of the Crown be obliged to take out with a reputable insurer in the insurance market in the United Kingdom in accordance with paragraph 21 of Part C of this Schedule.
  - 1.2. Without prejudice to the provisions of the foregoing Tenant's covenants to take such precautions against fire as may be deemed necessary by the Landlord, provided always that the Tenant shall not be obliged by virtue of this Clause to carry out works to the Premises.
2. The parties agree as follows:
  - 2.1. In case the Premises or part thereof or the Access Ways or part thereof shall be destroyed or damaged by any of the Insured Risks so that the Premises or part thereof are unfit for occupation and use or so that the access to the Premises is impossible or materially impeded and provided that the destruction or damage has not been caused or contributed to in whole or in part by any act or default of the Tenant or anyone on the Premises with the express or implied authority of the Tenant the rent first reserved and the Service Charge or a fair proportion according to the nature and extent of the damage sustained will be suspended until the Premises or relevant part thereof or Access Ways or rendered fit and are available for occupation and use.
  - 2.2. If following damage to or destruction of the Premises or part thereof or Access Ways or part thereof they have been made available for occupation and use the Tenant having relocated in order to perform its obligations under the Agreement and the Landlord does not require that the Tenant return to the Premises then the Landlord may by giving not less than three months prior written notice to the Tenant determine this Sublease upon the expiration of the said notice but without prejudice to any claim by either party against the other in respect of any antecedent breach of its obligations under this Sublease.

- 2.3. The Landlord may when the Premises or part thereof or Access Ways or part thereof are destroyed or damaged so as to render the Premises unfit for occupation and use determine the Sublease by serving upon the Tenant not less than three months prior written notice and upon expiration of the said notice this Sublease shall cease and determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of its obligations under this Sublease.

### Part C

During such time as the Landlord is not a Minister of the Crown:

1. The Tenant covenants with the Landlord as follows:
  - 1.1. To pay the Insurance Fee as a rent reserved
  - 1.2. Not to do or permit any act matter or thing or make or permit any omission which would or might make void or voidable in whole or in part any insurance effected from time to time in respect of the Premises or whereby the rate of premium thereon might be increased.
  - 1.3. To take such precautions against fire as may be deemed necessary by the Landlord or its insurers provided always that the Tenant shall not be obliged by virtue of this Clause to carry out works to the Premises.
2. The Landlord covenants with the Tenant as follows:
  - 2.1. Save to the extent that such insurance is vitiated or refused through any act or default of the Tenant to procure and maintain at all times during the Term (subject to such cover being available) with reputable insurers in the insurance market in the United Kingdom but subject to normal and usual exclusions qualifications and limitations as the insurers require insurance of the Premises against the Insured Risks in their full reinstatement value (the amount to be determined from time to time by the Landlord) including insurance of loss of rent for a period of three years and the cost of demolition site clearance planning and professional fees.
  - 2.2. In case the Premises or any part thereof or the Access Ways or any part thereof or the Building or any part thereof as the case may be shall from time to time be destroyed or damaged by any of the Insured Risks and as often as the same shall happen the Landlord shall with all due diligence take such steps as may be requisite or proper to obtain any necessary consents and subject to the obtaining of all necessary permissions and consents apply all moneys received by virtue of the policy or policies of insurance or require the same to be laid out in either rebuilding, repairing and reinstating the Premises Access Ways Building or the Estate as the case may be making up any deficiency out of its own moneys unless such deficiency results from some act or default of the Tenant which has caused the insurer to withhold the whole or part of the insurance money.
3. The parties agree as follows:
  - 3.1. In case the Premises or part thereof or the Access Ways or part thereof shall be destroyed or damaged by any of the Insured Risks so that the Premises or part thereof are unfit for occupation and use or so that the access to the Premises is impossible or materially impeded and provided that the destruction or damage has not been caused or contributed to in whole or in part by any act or default of the Tenant or anyone on the Premises with the express or implied authority of the Tenant the rent first reserved and the Service Charge or a fair proportion according to the nature and extent of the damage sustained will be suspended until the Premises or relevant part thereof or Access Ways or relevant part thereof have been rendered fit and are available for occupation and use.
  - 3.2. If following damage to or destruction of the Premises or part thereof or Access Ways or part thereof they have again been made available for occupation and use the Tenant having

relocated in order to perform its obligations under the Agreement and the Landlord does not require that the Tenant return to the Premises then the Landlord may by giving not less than three months prior written notice to the Tenant determine this Sublease upon the expiration of the said notice but without prejudice to any claim by either party against the other in respect of any antecedent breach of its obligations under this Sublease.

- 3.3. If following damage to or destruction of the Premises or part thereof or Access Ways or part thereof the Landlord is unable to obtain all the necessary permissions and consents or if reinstatement or rebuilding is otherwise not economic practicable or possible then the Landlord may at any time thereafter by giving three months prior written notice to the Tenant terminate this Sublease upon the expiration of the said notice whereupon this Sublease and everything herein contained will cease and be void but such termination is to be without prejudice to the rights of the Landlord and the Tenant respectively against one another in respect of any prior breach of any undertaking or agreement herein contained.



**APPENDIX 5**  
**SERVICES DEED**

**DATED** \_\_\_\_\_ **2004**

**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

- and -

**[NAME OF CONTRACTOR]**

**SERVICES DEED**

**BIRD & BIRD**

90 Fetter Lane  
London, EC4A 1JP

Tel : 020 7415 6000  
Fax : 020 7415 6111

Ref : AJS/DEPSS/031

**THIS DEED** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2004

**BETWEEN**

- (1) **THE SECRETARY OF STATE FOR WORK AND PENSIONS** (the “**Secretary of State**”) and
- (2) **[NAME OF CONTRACTOR]** (Registered Number [ \_\_\_\_\_ ]) whose registered office is at [ \_\_\_\_\_ ] (the “**Contractor**”)

**WHEREAS**

- (A) The Contractor entered into a lease of the Premises (as hereinafter defined) with [OGD] on [date] for a term of [ \_\_\_\_\_ ] years commencing on [date] (the “**Lease**”) in conformity with the terms of the Medical Services Agreement dated the [ \_\_\_\_\_ ] day of [ \_\_\_\_\_ ] 2004 (the “**Medical Services Agreement**”) under the terms of which the Secretary of State selected the Contractor to provide certain services (as referred to in the Medical Services Agreement) and the Contractor undertook to supply the same on the terms set out in the Medical Services Agreement
- (B) The [OGD] has covenanted with the Contractor to provide to it certain services relating to the Premises as referred to in and in accordance with the terms of the Lease
- (C) The Secretary of State and the Contractor have agreed that the Secretary of State will provide and the Contractor will accept certain further services relating to the Premises on the terms hereinafter set out
- (D) The Secretary of State and the Contractor have agreed to enter into this Deed for the provision of the further services mentioned in paragraph (C) above on the terms hereinafter set out

**NOW IT IS HEREBY AGREED** as follows :

**1)**

**1.1 Definitions**

<b>“Base Rate”</b>	means the base lending rate from time to time of National Westminster Bank plc or (in the event of such base lending rate ceasing to exist) such other comparable rate of interest as the Secretary of State may nominate
<b>“Interest”</b>	means interest at 2% above the Base Rate during the period beginning with the date on which payment is due and ending on the date of payment (whether before or after any judgement)
<b>“Premises”</b>	means [ _____ ]
<b>“PRIME Agreement”</b>	means an agreement entered into between the Secretary of State and the PRIME Contractor for the management of the property portfolio vested in the Secretary of State
<b>“PRIME Contractor”</b>	means Land Securities Trillium or any other body which may replace it as contractor under the PRIME

Agreement (or any other agreement entered into in place of the PRIME Agreement)

<b>“Services”</b>	means the services listed in Schedule I
<b>“Service Charge”</b>	has the meaning ascribed to it in Part I of Schedule II
<b>“Unitary Payment”</b>	means the sum payable by the Secretary of State to the PRIME Contractor under the PRIME Agreement
<b>“VAT”</b>	means Value Added Tax or any equivalent tax which may at any time be imposed in substitution or addition
<b>“VAT Supply”</b>	means a taxable supply for the purposes of VAT incorporating the meaning which "supply" has for the purposes of the Value Added Tax Act 1994

## 1.2 Clause Headings

The clause headings in this Agreement shall not be taken into account in or affect the interpretation of this Agreement

## 1.3 Singular and Plural Meanings

Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa

## 2 TERMS AND CONDITIONS

2.1 In consideration of the Service Charge hereinafter reserved and the covenants by the Contractor contained herein the Secretary of State covenants with the Contractor as follows :

2.1.1 To provide the Services PROVIDED ALWAYS that the Secretary of State will not be liable to the Contractor for any interruption or failure so to provide caused by reason of any temporary breakdown or any works of inspection maintenance repair or renewal or any damage or destruction or any cause beyond the control of the Secretary of State provided always that the Secretary of State shall use all reasonable endeavours to keep any such disruption of the Services to a minimum

2.1.2 To observe and perform the covenants on its part and conditions set out in Schedule II hereto

2.2 In consideration of the provision of the Services and the covenants by the Secretary of State hereinafter contained the Contractor covenants with the Secretary of State as follows :

2.2.1 To pay the Service Charge to the Secretary of State in accordance with the terms and conditions set out in Schedule II hereto

2.2.2 To observe and perform the covenants on its part and conditions set out in Schedule II hereto

2.2.3 To permit the Secretary of State to enter the Premises at all reasonable times in order to carry out the Services provided always that the Secretary of State shall keep all disruption to the Contractor's use and enjoyment of the

Premises to a minimum and shall make good as soon as practicable any damage caused to the reasonable satisfaction of the Contractor

2.2.4 To pay on demand Interest accruing from the due date of payment in respect of any payment due from the Contractor to the Secretary of State under this Deed which remains unpaid more than 21 days after it has become due until the date the payment has been made

2.2.5 To pay on demand and subject to the provision of a valid VAT invoice addressed to the Contractor all VAT which is chargeable upon every VAT Supply made by the Secretary of State to the Contractor under this Deed

### 3. **VALUE ADDED TAX**

It is hereby agreed and declared between the parties that:

3.1 Except where otherwise stated amounts payable to the Secretary of State in respect of a VAT Supply made by the Secretary of State to the Contractor shall be deemed to be exclusive of any VAT chargeable on that VAT Supply, and

3.2 For the purposes of calculating any amount payable to the Secretary of State by way of Service Charge, the amount of any Annual Service Costs (as defined in paragraph 2 Part 1 Schedule II) shall be the VAT exclusive amount of such costs except to the extent that the VAT element of such costs is not recoverable by the Secretary of State by way of set off or repayment

### 4. **CROWN PRIVILEGE**

Nothing contained in this Deed shall in any way restrict or otherwise prejudicially affect any Crown privilege or exemption enjoyed by the Secretary of State and further nothing in this Deed shall in any way affect the exercise of the Secretary of State of any of the duties powers functions or discretions and no such exercise shall render compensation payable under any of the covenants of the Secretary of State herein

### 5. **NOTICES**

Any notices to be served on the Secretary of State shall not be properly served unless they are sent by registered or recorded deliver post to [ ] or at such other address as the Secretary of State may notify in writing to the Contractor

### 6. **TERMINATION**

This Deed shall determine (without prejudice to either party's rights in respect of any antecedent breach by the other of its obligations herein contained) immediately without notice on termination or expiry of the Medical Services Agreement

**SCHEDULE I**

**The Services**

*[List of Services to be provided by DWP]*

**SCHEDULE II****The Service Charge****Part 1**

In this Schedule II the following expressions shall have the following meanings:

1. **“Accounting Year”** means the annual accounting period in relation to which the Annual Service Costs (as hereinafter defined) are calculated beginning on [ ] in each year or on such alternative date as the Secretary of State may stipulate
2. **“Annual Service Costs”** means a sum during each Accounting Year equivalent to the proportion attributable to the Premises of the Unitary Payment charged by the PRIME Contractor in respect of the provision of such of the Services as it provides for the Premises and other property of the Secretary of State and in addition any other sum incurred by the Secretary of State during each Accounting Year in providing or paying for such of the Services as the PRIME Contractor does not provide for the Premises or (in the event that the PRIME Agreement is determined the total cost (to be determined conclusively by the Secretary of State’s surveyor save in the case of manifest error) reasonably and properly incurred by the Secretary of State during each Accounting Year in providing or paying for the Services calculated in accordance with Part 2 of this Schedule II
3. **“Service Charge”** means a sum payable by the Contractor to the Secretary of State amounting to the Annual Service Costs

**Part 2****1. General**

The Contractor covenants to pay to the Secretary of State the Service Charge :

- 1.1 as an advance payment in respect of the current Accounting Year a sum based on the Secretary of State’s estimate of the Annual Service Costs for the current Accounting Year by equal [ ] instalments on [ ] the first instalment or a proportion in the sum of [£ ] in respect of the period beginning on the date hereof and ending on [ ] to be paid on the date hereof
- 1.2 as an advance payment in respect of the subsequent Accounting Year based on the Secretary of State’s estimate by equal [ ] instalments payable on [ ]
- 1.3 as to any balance due at the end of any Accounting Year forthwith after service of the Secretary of State’s certified statement

**2. Advance Payments**

At the start of each Accounting Year the Secretary of State is to prepare and deliver to the Contractor an estimate of the anticipated amount of the Service Charge for that Accounting Year

**3. Accounts and Balancing Charge**

As soon as practicable after the end of each Accounting Year the Secretary of State is to :

- 3.1 procure the preparation of audited accounts of the Annual Service Costs for that Accounting Year together with a summary of the relevant expenditure; and
- 3.2 deliver to the Contractor a copy of such audited accounts and summary together with a certified statement showing the figure for the Service Charge in respect of that Accounting Year and any balance remaining due from the Contractor or overpaid by the Contractor after allowing for advance contributions already paid by the Contractor for that Accounting Year

**4. Overpayments and Shortfall**

- 4.1 Any overpayment of the Service Charge made by the Contractor in respect of any Accounting Year is to be held by the Secretary of State and applied towards the Service Charge due in respect of the next following Accounting Year by way of set-off against the next advance payment or payments requested by the Secretary of State or in relation to the Accounting Year current at the determination of this Deed repaid to the Contractor
- 4.2 The Contractor shall within 14 days of demand pay to the Secretary of State any shortfall

**5. Accounts Final and Binding**

The Secretary of State's estimate referred to in paragraph 2 of this part of this Schedule will not be challenged or queried by the Contractor and the accounts and certificate prepared by the Secretary of State in accordance with paragraph 3 of this part of this Schedule are final and binding on the Contractor except for manifest error or as to any question of law

**6. Cost of Services**

The Contractor is not entitled to object to any item comprised in the Annual Service Costs on the ground that the materials work or service might have been provided or performed at a lower cost and in particular the Secretary of State is entitled to provide any materials and employ its own agents servants and workmen in the performance of any particular service provided that the costs charged by its own agents servants and workmen are reasonable and proper in the circumstances

**7. Omissions**

For the avoidance of doubt it is declared that any failure by the Secretary of State to include in any statement of the Annual Service Costs a sum expended or liability incurred in the relevant Accounting Year will not preclude the Secretary of State from including such sum or the cost of such liability in the following Accounting Year

**IN WITNESS** whereof these presents have been entered into as a deed the day and year first before written

*On original*

*[Execution clause of the*



*Secretary of State]*

*On counterpart*

*The Common Seal of  
[Contractor] was  
hereunto affixed in  
the presence of:-*

*Director*

*Director/Secretary*

## Appendix 6

### 1.0 Transferring Properties:

Name of site	Address of site	Consulting/ Exam rooms	Main occupier	Major occupier
<b>East Midlands</b>				
Boston	Jobcentre Plus, Lincoln Lane, Boston, PE21 8SJ	3	DWP	Co-located Jobcentre Plus
Chesterfield	Beetwell House, Beetwell Street, Chesterfield, S40 1TF	4	DWP	Co-located Jobcentre Plus
Leicester	Rutland Centre, Yeoman Street, Leicester, LE1 1TQ	9	DWP	Stand alone MEC
Lincoln	Viking House, Upper Ground Floor, 98 Newland, Lincoln, LN1 1XT	4	DWP	Co-located with Jobcentre Plus Contact Centre
Mansfield	Hill House, Commercial Gate, Mansfield, NG18 1LN	6	DWP	Co-located with Jobcentre Plus
Northampton	Gladstone Business Centre, Gladstone Road, Dallington, Northampton, NN5 7QA	5	DWP	Stand alone MEC
<b>East of England</b>				
Cambridge	Henry Giles House, 73-79 Chesterton Rd., Cambridge, CB4 3BQ.	4	DWP	Co-located with Jobcentre Plus
Chelmsford	Government Buildings, Beeches Road, Chelmsford, Essex, CM1 2RT	3	JCP	Co-located with Jobcentre Plus
Colchester	Crown Buildings, Wellington Street Entrance, 40 Chapel St South, Colchester, CO2 7AZ	2	DWP	Co-located with Jobcentre Plus
Ipswich	St. Felix House, Silent Street,	4	DWP	Co-located with

	Ipswich, IP1 1TF			Jobcentre Plus
Luton	Cresta House, 6th Floor, Alma Street, Luton, LU1 2PU	6	Private Company	Stand alone MEC
Norwich	2nd Floor, St Mary's House, Duke Street, Norwich, Norfolk, NR3 1QA	7	NONE	Stand alone MEC
Peterborough	126/128 Park Road, Peterborough, Cambridgeshire, PE1 1QZ	4	DWP	Stand alone MEC
Southend	Crown Building, 11 Prittlewell Chase, Southend, Essex, SS0 0KX	7	DSA	Stand alone MEC
<b>London</b>				
Balham	Irene House, Balham, London, SW12 9BX	10	JCP	Co-located with Balham BDC
Ealing	3rd Floor, 86-92 Uxbridge Road, London, W13 8RA	4	DWP	Co-located with Jobcentre Plus
Highgate	1 Elthorne Rd, Archway, London N19 4AL	11	DWP	Co-located with Jobcentre Plus
Marylebone	Tresco House, 66 Lisson Grove, London, NW1 6UW	10	JCP	Co-located with Jobcentre Plus
Neasden	Chancel House, Neasden Lane, Neasden, NW10 2TU	15	JCP	Co-located with Jobcentre Plus
Wembley MSC	1, Olympic Way, Wembley HA9 0NP	N/A	DWP	Stand alone MSC multi- tenanted building,
Wimbledon	Unit A, The Quadrant, The Broadway, Wimbledon, SW19 1NL	4	DWP	Stand alone MEC
<b>North East</b>				
Bishop Auckland	Vinovium House, 2nd Floor, Saddler Street,	3	DWP	Co-located with Jobcentre Plus

	Bishop Auckland, Co. Durham, DL14 7AG			
Durham	Elvet House, Hallgarth Street, Durham, DH1 5TQ	4	DWP	Co-located with Jobcentre Plus
Sunderland	2nd Floor, 60 The Bridges, Sunderland, SR1 3LP	11	DWP	Stand alone MEC
<b>North West</b>				
Barrow	Phoenix House, Stephen Street, Barrow in Furness, LA14 1BY	3	DWP	Co-located with the BDC
Birkenhead	Brunswick House, Price Street, Birkenhead, L41 6JN	4	DWP	Co-located with Jobcentre Plus
Blackpool	Warbreck House, Warbreck Hill Road, Blackpool FY2 0YE	6	DWP	Separate building on PDCS site
Bolton	Elizabeth House, 56 Howell Croft South, Bolton, BL1 1SJ	6	DWP	Co-located with the Bolton BDC
Bootle	St Martins House, Stanley Precinct, Bootle, Merseyside L20 3LG	11	DWP	PDCS
Burnley	Brun House, Kingsway, Burnley, BB11 1AG	5	DWP	Co-located with Burnley BDC
Crewe	Wellington House, 38-44 Delamere Street, Crewe, CW1 2JY	3	DWP	Co-located with Jobcentre Plus
Lancaster	Mitre House, Church Street, Lancaster, LA1 1EQ	3	DWP	Co-located with Jobcentre Plus
Liverpool	Port of Liverpool Building, Pier Head, Liverpool, L3 1LT	11	DWP	Stand alone MEC
Preston (Marshall House)	4th Floor, Marshall House, Ringway, Preston, PR1 2HS	7	DWP	Stand alone MEC within a private office block.

Preston (Red Rose House)	Red Rose House, Lancaster Road, Preston, PR1 1HB	N/A	DWP	
St Helens	Manor House, Cowley Street, St Helens, WA10 2SX	4	DWP	Stand alone MEC
Wigan	Brocol House, King Street, Wigan, WN1 1EA	10	DWP	Co-located with Jobcentre Plus
Workington	Central Square, Workington, Cumbria, CA14 3BL	3	DWP	Located in Workington SSO
<b>Scotland</b>				
Dumfries	124 Irish Street, Dumfries, DG1 2AW	2	DWP	Stand alone MEC
Edinburgh MSC	484 Silvan House, 231 Corstorphine Road, Edinburgh, EH12 7AT	N/A	DWP	Forestry Commission, Scotland.
Glasgow	Corunna House(1), 29 Cadogan Street, Glasgow, G2 7FS	36	DWP	Co-located with Glasgow Jobcentre Plus District Office
Kirkcaldy	Government Buildings, 26 Victoria Road, Kirkcaldy, KY1 1EA	4	DWP	CMEC
Stirling	Government Buildings, 2 St Ninians Road, Stirling, FK8 2HF	4	DWP	Stand alone MEC
<b>South East</b>				
Aylesbury	Unit B1 Bell Business Park, Aylesbury, HP19 8JR	5	DWP	Stand alone MEC
Canterbury	Nutwood House, Chaucer Road, Canterbury, CT1 3AS	5	DWP	Co-located with Canterbury BDC
Guildford	Leys House, 86-88 Woodbridge Road, Guildford, Surrey, GU1 4HD	4	DWP	Co-located with Jobcentre Plus

Newport IOW	Broadlands House, Staplers Road, Newport, Isle of Wight, PO30 2HX	2	DWP	Co-located with Jobcentre Plus
<b>South West</b>				
Bournemouth	20/28 Cotlands Road, Bournemouth, Dorset, BH1 3BG	5	DWP	Co-located with Jobcentre Plus
Barnstaple (MEC)	Princess House, Queen Street, Barnstaple EX32 8HD	2– <b>NB</b> This site is only open 2 working days in a 5 day working week	DWP	Co-located with Jobcentre Plus
Bristol	Government Buildings, Flowers Hill, Brislington, Bristol, BS4 5LA	7	DWP	PDCS
Exeter	Killerton House, Ground Floor, Unit 4, Park Five, Exeter, EX2 7HU	4	DWP	Stand alone MEC within a private office block
Gloucester	Cedar House, Spa Road, Gloucester, GL1 1XL	4	DWP	Co-located with Jobcentre Plus
Plymouth	Argosy House, Longbridge Road, Plympton, Plymouth, PL7 3HN	5	Welcome Finance	Stand alone MEC
Salisbury	Summerlock House, Summerlock Approach, Salisbury, Wiltshire, SP2 7RW	2	DWP	Co-located with Jobcentre Plus
Swindon	Spring Gardens House, Princes Street, Swindon, Wiltshire, SN1 2HY	4	DWP	Co-located with Jobcentre Plus
Weston-super- Mere	Regent House, Oxford Place, Weston-super-Mere BS23 1SJ	3	DWP	Co-located with Jobcentre Plus
Weymouth	Westwey Road, Weymouth, DT4 8TG	3	DWP	Co-located with Jobcentre Plus
Yeovil	44 Hendford, Yeovil, Somerset, BA20 1UW	2	DWP	Stand alone MEC

<b>Wales</b>				
Aberystwyth	Old Welsh School, Aberystwyth, Dyfed, SY23 1LG	1	DWP	Stand alone MEC
Bridgend	Crown Buildings, Angel Street, Bridgend, Mid Glamorgan, CF31 4AA	4	DWP	Co-located with Jobcentre Plus
Cardiff	Block 2, Government Buildings, St Agnes Road, Gabalfa, Cardiff, CF4 4YF	20	DWP	PDCS
Colwyn Bay	4a Coed Pella Road, Colwyn Bay, Conwy, LL29 8LR	3	DWP	Co-located with Jobcentre Plus
Haverfordwest	Winch Lane Surgery, Haverfordwest, SA61 1RN	1.2		Co-located in Health Centre (Atos license)
Newport	Sovereign House, 4/5 Kingsway, Newport, Gwent, NP1 1WR	3	DWP	Stand alone MEC
Pontllanfraith	The Clinic, Ennisclare. Llanarth Road, Pontllanfraith, NP2 2LG	3	DWP	Stand alone MEC
Pontypridd	6 Gelliwasted Road, Pontypridd, Mid Glamorgan, CF37 2BP	5	DWP	Stand alone MEC
Swansea	4th Floor, Grove House, Grove Place, Swansea, West Glamorgan, SA1 5DF	9	DWP	Stand alone MEC
Tredegar	Masonic Buildings, Morgan Street, Tredegar, Gwent, NP2 3NA	3	DWP	Stand alone MEC
Wrexham	Ty Maelor, 15-17 Grosvenor Road, Wrexham, Clwyd, LL1 1BW	5	DWP	Co-located with Jobcentre Plus

<b>West Midlands</b>				
Birmingham	Five Ways House, Islington Row, Edgbaston, Birmingham B15 1SL	22	DWP	PDCS
Coventry	Cofa Court, Cheylesmore Road, Coventry, CV1 2HJ	7	DWP	Co-located with Jobcentre Plus
Shrewsbury	Government Offices, Whitehall, Monkmoor Road, Shrewsbury, SY2 5AL	4	DWP	Stand alone MEC
Stoke	Ridgeway House Drive, Festival Park, Stoke on Trent, ST1 5SJ	8	DWP	Stand alone MEC
Wolverhampton	Pearl Assurance House, 15-17, Waterloo Road, Wolverhampton, West Midlands WV1 4DJ	18	DWP	Stand alone MEC
Worcester	Vine House, Ground Floor, Farrier Street, Worcester, WR1 3EL	3	DWP	Co-located with the BDC
<b>Yorkshire and Humber</b>				
Castleford	Bridge House, Wheldon Road, Castleford WF10 2JG	5	DWP	Co-located with Jobcentre Plus
Doncaster	Crossgate House (Block B), Wood Street, Doncaster, DN1 3LL	8	DWP	Co-located with Jobcentre Plus
Grimsby	76B Cleethorpes Road, Grimsby, DN31 3EH	4	DWP	Stand alone MEC
Halifax	Crossfield House, St James's Road, Halifax, HX1 1PE	2	DWP	Co-located with Jobcentre Plus
Hull	Stanley Street, Springbank, Hull, HU3 1JS	6	DWP	Stand alone MEC



Keighley	2nd Floor, Worth House, Worth Way, Low Street, Keighley, BD21 5AG	2	DWP	Co-located with Jobcentre Plus
Leeds	Government Buildings, Otley Road, Lawnswood, LS16 5PU	8	DWP	PDCS
Pontefract	Challand House, Liquorice Way, Pontefract, West Yorkshire, WF8 1DR	5		Co-located with Jobcentre Plus
Scarborough	Arundel House, Arundel Place, Westborough, Scarborough, YO11 1TX	2	DWP	Stand alone MEC
Sheffield	1 Hartshead Square, Sheffield, S1 2FD	12	DWP	Co-located with Jobcentre Plus

**OGC Properties**

Name of site	Address of site	Consulting / Exam Rooms	Main occupier
<b>East Midlands</b>			
<b>East of England</b>			
Kings Lynn	Ground Floor, Vancouver House, County Court Road, Kings Lynn, PE30 5EN	2	IR
<b>London</b>			
<b>North East</b>			
<b>North West</b>			
Manchester	Albert Bridge House, Bridge Street, Manchester, M60 9DA	22	IR
<b>Scotland</b>			
Ayr	Russell House, King Street, Ayr KA8 0AB	5	IR

Dundee	Caledonian House, Greenmarket, Dundee, DD1 1HD	4	HMRC
Inverness	2 Barons Taylor Street, Inverness, IV1 1QL	2	OGD Crown
Edinburgh MSEC	MSEC 44 York Place, Edinburgh, EH1 3JG	9	C&E
<b>South East</b>			
Reading	Eaton Court, Eaton Place, 104-112 Oxford Road, Reading, Berkshire, RG1 2LL	5	Customs & Excise
<b>South West</b>			
Taunton	Quantock House, Paul Street, Taunton, Somerset, TA1 3TR	3	DEFRA
Truro	Level 4, Pydar House, Pydar Street, Truro, Cornwall, TR1 2XD	5	DEFRA
<b>Wales</b>			
Bangor	Ty Glyder High Street, Bangor, Gwynedd, LL57 1YP	3	IR
<b>West Midlands</b>			
Hereford	Broadway House, Broad Street, Hereford, HR4 9AP	3	IR
<b>Yorkshire and Humber</b>			
Barnsley	Joseph Locke House, Heelis Street, Barnsley, S70 1LW	7	IR
Huddersfield	Ground Floor, Crown House, Southgate, Huddersfield,	4	IR

	HD1 1SW		
York	60 St Denys Road/23 Piccadilly, York, YO1 1QD	3	IR

## 2.0 Contractor Properties

Name of site	Address of site	Consulting/Exam rooms
<b>East of Midlands</b>		
Derby	Unit 7, Southgate Retail Park, Normanton Road, Derby DE23 6UQ	7
Nottingham MEC	Price House, 37 Stoney Street, Nottingham, NG1 1LF	9
Nottingham MSC	1 St Floor Summit House, Orchard Place, Nottingham NG8 6PX	N/A
<b>East of England</b>		
<b>London</b>		
Romford	Blackburn House, Eastern Road, Romford, Greater London RM1 3PJ	10
<b>North East</b>		
Hartlepool	Park Tower, Park Road, Hartlepool, TS24 7PT	4
Newcastle	Arden House, Regent Farm Road, Gosforth, Newcastle Upon Tyne, NE3 3JN	23
Thornaby	Christine House, Sorbonne Close, Thornaby, Stockton-on-Tees TS17 6DA	11
<b>North West</b>		

Carlisle	Unit 2 (Suite B), Carlyle's Court, St Mary's Gate, Carlisle, Cumbria, CA3 8RN	2
Chester	Ground Floor, 1-2 Grosvenor Court, Foregate Street, Chester, CH1 1HG	3
Stockport	18 Deanery Way, Stockport, SK1 1NA	5
Warrington	The Terraces, Tannery Court, Warrington WA2 7NP	4
<b>Scotland</b>		
Aberdeen	484 Union Street, Aberdeen, AB10 1TS	5
<b>South East</b>		
Brighton	Lees House, 21 Dyke Road, Brighton, East Sussex, BN1 3JA	8
Chatham	1a Batchelor Street, Chatham, Kent, ME4 4BJ	7
Croydon	Stephenson House 2 Cherry Orchard Road Croydon Greater London CR0 6BA	12
Hastings	7/8 Queens Road, Hastings, East Sussex, TN34 1QP	3
Milton Keynes	Gloucester House, 399 Silbury Boulevard, Milton Keynes, MK9 2HL	5
Oxford	Saxon Beck Building, 59 St. Aldates, Oxford, OX1 1ST	3
Portsmouth	1st Floor, Wingfield House, Commercial Road, Portsmouth, Hampshire, PO1 4TF	7

Southampton	1st Floor, Oxford House, College Street, Southampton, Hampshire SO14 3EJ	6
<b>South West</b>		
<b>Wales</b>		
Carmarthen	Second Floor, The Darkgate Centre, 3 Red Street, Carmarthen, SA31 1PS	2
<b>West Midlands</b>		
<b>Yorkshire and Humber</b>		
Bradford	Wool Exchange Buildings, 22 Bank Street, Bradford BD1 1PR	5

### 3.0 Casual Hires

Name of site	Address of site	Main occupier
<b>East Midlands</b>		
<b>East of England</b>		
<b>London</b>		
<b>North East</b>		
Berwick	Berwick Infirmary, Main Reception, Infirmary Square, Berwick, TD15 1LT	Casual Hire
<b>Scotland</b>		
Banff	Chalmers Hospital, Clunie Street, Banff AB45 1JA	Casual Hire
Benbecula	Ballvanich Health Centre, Ballvanich, Benbecula HS7 5LA	Casual Hire

Campbeltown	Campbeltown Jobcentre Plus Office, 40 Hall Street, Campbeltown, PA28 6BZ	Casual Hire
Lossiemouth	The Moray Coast Medical Practise, Muirton Road, Lossiemouth, IV31 6TU	Casual Hire.
Fort William (Closed)	The Community Clinic, Glen Nevis Place, Fort William PH33 7AQ	Casual Hire
Golspie	The Lawson Memorial Hospital, Station Road, Golspie, Sutherland KS10 6SS	Casual Hire
Greenock	1 Duff Street, Greenock, PA15 1QN	Casual Hire
Hawick	Hawick Health Centre, Teviot Road, Hawick, TD9 9DT	Casual Hire
Islay	Islay Hospital, Gortonvogie Road, Bowmore, Isle of Islay PS43 7JD	Casual Hire
Kirkwall	Balfour Hospital, Kirkwall, Orkney, KW15 1BH	Casual Hire
Lerwick	Market House, 14 Market Street, Lerwick, ZE1 0JP.	Casual Hire
Montrose	Links Health Centre, Marine Avenue, Montrose, DD10 8TR	Casual Hire
Newton Stewart	Medical Health Centre, Creebridge, Newton Stewart, Wigtownshire, DG8 6NR	Casual Hire
Oban	Lorn & Islands District General Hospital, Glangellan Road, Oban, PA34 4HH	Casual Hire

Perth	The Medical Centre, Caledonian Road, Perth, PH2 8HH	Casual Hire
Portree	Portree Hospital, Fancyhill Portree, Isle of Skye IV51 9BZ	Casual Hire
Stornoway	Health Centre, Stornoway, Isle of Lewis, HS1 2PS	Casual Hire
Stranraer	Outpatients Department, Garrick Hospital, Dalrymple Street Stranraer DG9 7HQ	Casual Hire
Thurso (Closed)	Dunbar Hospital, Ormlie Road Thurso KW14 7XE	Casual Hire
Wick	Wick Medical Centre, Martha Terrace, Wick, Caithness, KW1 5EL	Casual Hire
<b>South East</b>		
<b>South West</b>		
Launceston	Launceston General Hospital, Link Road, Launceston, PL15 9JD	Casual Hire
<b>Wales</b>		
Brecon	Breconshire War Memorial Hospital, Cerrigcochion Road, Brecon, Powys, LD3 7NS	Casual Hire
Cardigan	Cardigan Health Centre, Cardigan District Hospital, Cardigan, Ceredigion, SA43 1DP	Casual Hire
Dolgellau	Outpatients Department, Dolgellau Hospital, Dolgellau, Clwyd, LL33 0HH	Casual Hire

Llandrindodwells	Community Health Centre, The Annex, War Memorial Hospital, Temple Street, Llandrindodwell, LD1 5HF	Casual Hire
Newtown	Park Street Health Clinic, Park Street, Newtown, Powys, SY16 1EG	Casual Hire
Tremadog	Ysbyty Alltwen, Tremadog, Gwynedd, LL49 9AQ	Casual Hire

#### 4.0 Training Suites

Name of Site	Address of Site
Birmingham	Five Ways House, Islington Row, Middleway, Edgbaston, Birmingham, B15 1SL
Cambridge	Discovery House, Ground Floor, Chivers Way, The Vision Park, Histon, Cambridge, CB24 9ZR
Cardiff	Block 2, Government Buildings, St Agnes Road, Gabalfa, Cardiff, CF4 4YF
Hoxton	4th Floor, 30 Drysdale Street, London, N1 6LT
Leeds	Government Buildings, Otley Road, Lawnswood, LS16 5PU
Stoke	Ridgeway House Drive, Festival Park, Stoke on Trent, ST1 5SJ
Wigan	Brocol House, King Street, Wigan, WN1 1EA