

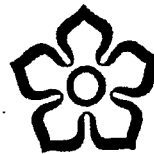
Please ask for:

Direct Line: 0116
Direct Fax No: 0116

Our Ref: Sov-2/NOP/LN/3212/11/02/JB
Your Ref:

Date: 05 October 2005

NUT Office
4 Rupert Street
Leicester
LE1 5XH
FAO



Leicester
City Council

Resources, Access
& Diversity

New Walk Centre
Welford Place,
Leicester LE1 6ZG
East Midlands

www.leicester.gov.uk/resources

Corporate Director & Town Clerk:
Tom Stephenson

Dear

Re: Unit 3B, Pilot House, 41 King Street, Leicester

I refer to your recent application and I am pleased to confirm that I am prepared to recommend that you be granted a proposed three year lease of Unit 3B Pilot House, 41 King Street, Leicester, in accordance with the following main terms and subject to a formal agreement to be prepared by the Head of Legal Services at your expense:-

1. Demise: The lease to be in respect of Unit 3B Pilot House, 41 King Street, Leicester, as shown by pink colour on the attached plan.
2. Commencement: On a date to be agreed. 11/10/05
3. Terms & Rent: The lease to be for a period of three years at a rental per annum exclusive of rates, service and heating charges and all other outgoings, which will be waived by Property Services until further notice.
4. And whereas if and whenever the lessee shall pay the said rents referred to in the preceding sub-clause more than fourteen days after the quarter day on which the same shall become due to the lessee shall pay to the Council interest upon and for such arrears of rents at the rate of five percent per annum above the current base rate of Lloyds Bank plc, calculated from such quarter day to the day of actual payment thereof.
5. Service Charge: The lessee will pay to the Council by way of additional rent at quarterly intervals in advance a service charge which will be a proportion of the Council's total costs in carrying out the following obligations: -
 - (a) Insuring the building (including Council's fixtures and fittings but excluding contents and excluding the first £1,000 of each and every loss).
 - (b) Heating the building, lighting, cleaning and maintaining the common parts and providing caretaking and common services including the





City of Leicester Teachers Association

The Union for all
teachers



Flash Drive Access
to University

11/10
OCT 13 2005

Dear
Here is a signed copy
of the lease for your
Reasons
With Compliments

Secretary
NUT Office
11, Market Street
Leicester LE1 3QH

Phone: 0116 2511940
Fax: 0116 2511940
Email: leicesternut@btconnect.com

metered supply of water to the unit where installed.

- (c) Any further incidental expenses incurred by the Council resulting from its ownership of the estate.

This portion will be of the total costs and the Director of Resources, Access & Diversity's decision regarding these matters will be final and binding upon the lessee.

6. User: The premises are to be used for Teachers Unions.
7. Outgoings: The lessee will pay all rates, taxes, assessments and outgoings imposed upon the premises.
8. Electrical: All electrical wiring and installation work arising out of the lessee's occupation of the premises shall be undertaken at the lessee's expense by a qualified electrician and shall comply with the Institution of Electrical Engineers' wiring regulations current at that time. The lessee(s) shall at their own expense provide the City Council with a certificate certifying that the wiring and installation work has been so undertaken.
9. Repair: The lessee shall put and keep the interior of the demised premises including (without limiting the generality of the foregoing) glass in the windows, locks, door frames, doors, fasteners, floors, the interior surfaces of exterior walls, partitions, ceilings, electrical fittings and wiring, gas and water pipes, interior drains, fittings, fixtures and equipment, and all the Council's fixtures and fittings and apparatus (except the heating systems) in good and substantial repair and condition and clean and tidy throughout the term (regardless of the state and condition of the demised premises at the commencement of the lease) to the satisfaction of the Director of Resources, Access & Diversity and will make good any stoppage of, or damage to, the drains caused by the negligence or default of the lessee, or the lessee's agents, servants, licensees or visitors. The lessee will also yield up the demised premises at the expiration or other determination of the lease to this standard and shall, if required by the Director of Resources, Access & Diversity, reinstate the premises to their original state and condition.
10. Vacation: It will be a condition of the lease that on vacation of the unit the lessee(s) will, in addition to their other commitments in the lease, be required to remove all electrical conduits and services back to the meter room, to remove and make good any offices and internal partitioning, to paint the unit throughout with two coats of good quality white emulsion paint, and to leave the unit, including the floor, in good and clean condition for any further lettings.
11. The City Council reserves the right to inspect the premises at all reasonable times and insist upon any defect in repair, condition, cleanliness or tidiness to be put right at once by the lessee at his own expense, or in default, to enter upon the premises and carry out the works recovering all costs as a debit direct from the lessee.
12. Storage: The lessee shall not store anything whatsoever outside the

demised premises and shall make proper provision for the proper removal of all trade waste and rubbish, in accordance with the Environmental Protection Act 1990. Trade waste shall not be placed in the Council's compactor.

13. **Inflammable Materials:** The lessee shall not store inflammable materials, explosive substances or liquid except in the Inflammables store (should space be available).
14. **Floor Loading:** The lessee(s) are to observe the maximum floor loadings of 100 lbs per sq ft and maximum concentrated floor loading of 750 lbs per sq ft and in order to protect the under-floor conduits and services, no bolts, pins or similar items may be driven into the floor of the unit. Any partitioning for office purposes erected by the lessee(s) shall be of a non-combustible material and meet with the approval of the landlord's insurers.
15. **Alterations/Additions:** The lessee will not be permitted to carry out any works of amendment, alteration, addition or improvement to the demised premises or erection of fittings thereto without the prior consent of the Director of Resources, Access & Diversity.
16. **Planning Permission:** The lessee shall be responsible for obtaining any necessary planning consents and shall at all times comply with any conditions specified in such consent.
17. **Statutory and Other:** The lessee at its own expense shall comply with the requirements of Fire Officers, Factory Inspectors and all other statutory bodies and shall comply with and seek the approvals where necessary under any Act or Bye-Law, whether responsibility for complying is incumbent upon the City Council or not, including but without generality to the foregoing all necessary planning and building regulations approval.
18. **Fire Equipment and Prevention:** The lessee shall provide and regularly maintain suitable fire fighting equipment within the demised premises to the satisfaction of the relevant authority and the Director of Resources, Access & Diversity. No smoking shall be allowed in the demised premises or elsewhere in Pilot House.
19. The lessee shall not permit anyone to sleep on the demised premises.
20. **Security:** At all times during which the lessee(s) may hold a key to the main door of the building, the lessee(s) shall ensure that the said door is kept locked at all times outside the recognised hours of opening of the building or when the Council's supervisor/caretaker is not in attendance, and the lessee(s) shall be responsible for the security of the building at all times when the lessee(s) or their servants, employees, licensees or others, occupy, enter, leave or are within the building outside the recognised hours of opening for the building or when the Council's supervisor/caretaker is not in attendance.
21. **Assignment:** There is to be a complete ban on sub-letting and assignment.

22. Legal and Surveyor's Costs: Each party will be responsible for its own legal costs incurred in the preparation of the lease, including any stamp duty thereon, the counterparts thereto and any renewal thereof, whether or not such documentation is completed.

23. Defective Premises Act 1972: The lessee shall notify all defects of repair to the City Council and inform the City Council of any steps which the lessee has taken to remedy the same.

The lessee shall indemnify the City Council against failure to comply with the preceding paragraph.

The lessee shall insure against the liability under the last preceding paragraph and produce the policy and receipt for the payment.

24. Indemnity: The lessee will indemnify and save harmless the Council from and against all actions, claims and demands which may be brought or made against the Council, either at common law or otherwise, by reason of an accident or injury to any persons, or damage to or loss of property in or upon or adjacent to the said premises, however caused, arising out of the use of the said premises by the lessee, or by reason of the condition or non-repair thereof, or any defect therein, and from and against all damages costs and expenses occasioned to the Council thereby or which the Council may incur or be required to pay or bear by reason in consequence thereof.

25. The lessee(s) shall insure in the joint names of the Council and the lessee(s) against liability to the Council under the last preceding clauses, in an insurance office to the approved by the Council, in any amount sufficient to cover such liability, and shall make all necessary payments thereof within seven days after the same shall have become due, and will produce to the City Treasurer for the time being on demand a policy of such insurance and the receipt for the payment.

26. Where the lessee(s) shall be or become a firm company or business where five or more people are employed, then it shall be included in the lease that the lessees: -

- (i) recognises and encourages the freedom and right of any employee to become a member of a trade union;
- (ii) recognises and negotiates with, for the purposes of collective bargaining, any trade union(s) which is/are representative of employees;
- (ii) observes such obligations that are imposed upon them by the Health and Safety at Work Act 1974, the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976 and the Employment Protection (Consolidation) Act 1978, insofar as they apply to the Company;
- (iii) ensure that if outworkers are employed, they are under no worse conditions of service than those enjoyed by other employees of the Company.

27. **Management:** The lessee will at all times observe the management requirements of the City Council as landlords of the estate.
28. **Hours:** The buildings will normally be open between the hours of 7.00 am to 7.00 pm on Mondays to Fridays, and 7.00am to 1.00 pm on Saturdays, although 24 hour access is available to the tenant by the lessee(s). The 3-ton and 1-ton goods lifts, passenger lift and loading facilities are not available outside these hours.
29. **Repossession:** If any rental payment shall be in arrears or unpaid for a space of 21 days after the same shall have become due or if the lessee(s) shall fail to perform or observe any of their obligations and stipulations recorded herein, or in the event of liquidation, bankruptcy or insolvency then in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the said premises and thereupon the lease shall absolutely determine, but without prejudice to the right of action of the Council in respect of any breach of the obligations and stipulations on the part of the lessees contained herein.
30. It is a condition of this lease that in case the demised premises shall be destroyed or so damaged by fire as in the opinion of the Director of Resources, Access & Diversity to be rendered wholly unfit for occupation or use and cannot be reinstated without substantial rebuilding the Council may elect to treat this lease as at an end and re-enter upon the demised premises on giving to the lessee not less than six months notice in writing of such election by the City Council and it is a further condition of this lease that if the demised premises shall not be reinstated as aforesaid within twelve months after such destruction or damage the lessee on giving to the Council not less than one month's notice in writing of such election by the lessee any such election by either party hereto shall be subject to the Council's rights to recover any rents and other sums payable up to the date of expiry of the said notice of election and to the rights of either party hereto in respect of any then subsisting breach of covenant.
31. **Parking:** The lessee shall not park or leave unattended any vehicle outside the areas properly reserved for such parking. No materials shall be placed on or any hindrance caused to the passage of the Council or the lessees or other tenants on the estate, fire-fighting equipment or other authorised parties around the curtilage of the demised premises or over any other part of the Council's estate. No vehicle shall be left unattended in the yard or loading bay. The reasonable directions of the Council's Caretaker or other official shall be followed at all times to ensure the efficient use of the loading facility.
32. The tenant shall not cause a nuisance or annoyance to other occupiers of Pilot House.
33. The premises shall not be used for illegal purposes.

If you will kindly let me have your written acceptance of the above terms, then I will make the necessary arrangements for your occupation.

Yours sincerely

Non Operational Property Team

On behalf of NUT & NASUWT

We/I agree to the above terms.

Signed: Date: 11/10/05

Name in capitals:

Signed: Date: 11/10/05

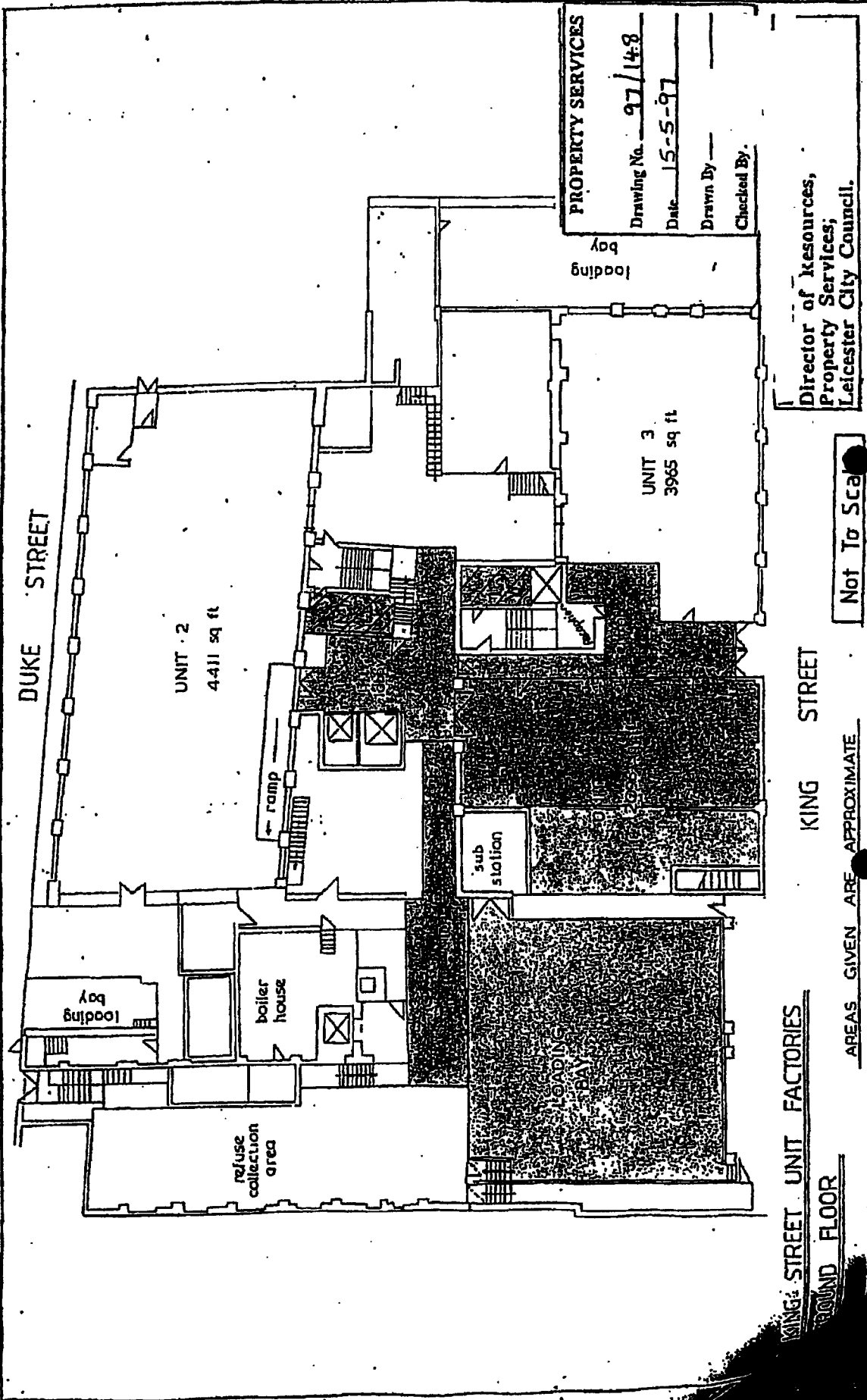
Name in capitals:

TENANCY AT WILL

TENANCY AGREEMENT made the 18th day of August 1998

1. Particulars
 - 1.1 the Landlord Leicester City Council, New Walk Centre,
Welford Place, Leicester
 - 1.2 the Tenant UNISON, acting by their duly authorised officers:
and Unit 4, Pilot House,
King Street, Leicester
 - 1.3 the Premises Unit 4A, Pilot House, 41 King Street, Leicester
as shown coloured pink on the attached plan for
identification purposes only
 - 1.4 Permitted Use Office use to operate within Class B1 of the Town and
Country Planning (use Classes) Order 1987 only in
connection with the ordinary activities of the Tenant.
2. Definition and Interpretations
 - 2.1 For all purposes of this agreement the terms defined in Clause 1 and in this
clause have the meanings specified
 - 2.2 '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
 - 2.3 'the Tenancy' means the tenancy granted by this agreement
 - 2.4 Words importing one gender shall be construed as importing any other gender

BC8554PB.SAH



PROPERTY SERVICES
 Drawing No. 97/148
 Date 15-5-97
 Drawn By _____
 Checked By _____

Director of Resources,
 Property Services,
 Leicester City Council.

Not To Scale

KING STREET UNIT FACTORIES
 GROUND FLOOR

AREAS GIVEN ARE APPROXIMATE

2.5 Words importing the singular shall be construed as importing the plural and vice versa

3. Tenancy at Will

The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on the date of this agreement

4. Rent

The tenant shall pay a peppercorn (if demanded)

5. The Tenant's Obligation

The Tenant agrees with the Landlord.

5.1 Repair etc

To keep the interior in repair and maintain in good decorative order

5.2 Prohibitions

Not:

5.2.1 to make any alteration or addition whatsoever to the Premises

5.2.2 to use the Premises or any part of the Premises otherwise than for the Permitted Use

5.2.3 to cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers

5.2.4 to assign underlet charge part with the possession of or otherwise dispose of the Premises or any part of the Premises

5.2.5 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

5.2.6 to use the area shown coloured green on the attached plan for any purpose other than storage loading and unloading parking for visitors only (which shall not include UNISON staff)

5.2.7 to use the common hand basins and toilet areas for any purpose which may cause a blockage to the waste and water pipes and not to obstruct any common passageways

5.2.8 to affix or place on any part of the exterior of the premises or upon the windows and doors any signboard advertisement hoarding or other notice save a sign on the entrance door giving the tenant's name such sign to be approved by the City Council

5.2.9 to use or permit the Premises to be used for sleeping purposes

5.2.10 to use the loading bay shown coloured blue on the attached plan for any purpose other than loading and unloading

5.3 Entry by Landlord

To allow the Landlord and all persons authorised by the Landlord to enter the Premises at any reasonable time for the purpose of ascertaining whether the terms of this agreement have been complied with

5.4 At all times to comply in all respects with the requirements and provisions of the Planning Acts

5.5 At all times to comply with all requirements and recommendations of the appropriate authority in relation to fire precautions affecting the premises. At all times to keep the fire fighting apparatus maintained and in working order to the Landlord's satisfaction

5.6 The Tenancy may be determined by either party giving to the other not less than one month's written notice to expire at any time provided that if the Tenant shall vacate the Premises

- (a) within two years after the date of this agreement the Landlord shall refund to the Tenant £9000 of the cost incurred by the Tenant in refurbishing the Premises
- (b) more than two years but less than three years after the date of this agreement the Landlord shall refund to the Tenant £7500 of the cost incurred by the Tenant in refurbishing the Premises
- (c) more than three years but less than four years after the date of this agreement the landlord shall refund to the Tenant £5000 of the cost incurred by the Tenant in refurbishing the Premises
- (d) more than four years but less than five years after the date of this agreement the landlord shall refund to the Tenant £2500 of the cost incurred by the Tenant in refurbishing the Premises

5.7 The Tenant shall indemnify and save harmless the Landlord from and against all actions claims and demands which may brought or made against the Landlord either at Common Law or otherwise by reason of accident or injury to any person or damage to or loss of property in or upon the Premises or by reason of the condition thereof and from and against all damages and expenses occasioned to Landlord thereby or which the Landlord may incur or be required to pay by reason or in consequence thereof 'PROVIDED THAT the Tenant shall not be required to indemnify the Landlord against any accident injury damage

or loss caused or arising from the negligence of the Landlord or its servants or agents'.

5.9 Access and Common Parts

The tenant its servants agents and Licensees shall have the right:-

- i) to pass and repass with or without vehicles over and along the areas shown coloured green and blue on the attached plan for the purpose of loading and unloading
- ii) to pass and repass on foot only over and along the areas shown coloured brown on the attached plan for the purpose of passing between the Premises and the toilets

6 Landlord's Obligations

The Landlord agrees:-

- 6.1 to keep clean and maintained the common accesses passages and toilets over which the Tenant is entitled to pass and to keep the same adequately lighted and heated during the normal business hours of the building, also to provide an adequate supply of hot and cold water to the wash hand basins in the lavatories of which the Tenant shall have use.
- 6.2 To insure and keep insured the building against all normal risks as set out in the Council's normal insurance policy.
- 6.3 Landlord to keep the structure of the building, including all exterior parts thereof in good and tenantable repair and decorative order.

AS WITNESS the hands of Peter G Nicholls for and on behalf of the Landlord and

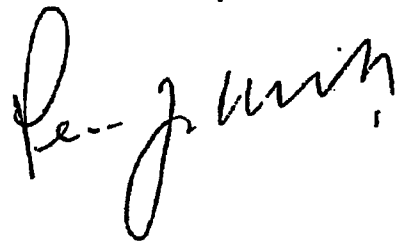
AND

for and on behalf of the Tenant were

hereto set the day and year first before written

SIGNED by Peter G Nicholls
for and on behalf of the
Leicester City Council

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)
)



SIGNED by
in the presence of

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SIGNED by
in the persence of

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)
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