



DATE: 20

**SUBLEASE – SUPPLY CONNECTION
RELATING TO LAND AT []**

Between

[]

and

[]

and

SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

(SSE REF:[])

Legal Services
No.1 Forbury Place
43 Forbury Road
Reading
RG1 3JH

PRESCRIBED CLAUSES

LR1 Date of lease

LR2 Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

LR3 Parties to this lease

Landlord

[•] (Company Number [•]) whose registered office is at [•]

Tenant

SOUTHERN ELECTRIC POWER DISTRIBUTION PLC (Company Number 4094290) whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading RG1 3JH

Head Landlord

[•] (Company Number [•]) whose registered office is at [•]

LR4 Property

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

As described in schedule 1 to this Lease.

LR5 Prescribed statements etc

None

LR6 Term for which the Property is leased

The term as specified in this lease at clause 1.1

LR7 Premium

One pound (£1.00)

LR8 Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9 Rights of acquisition etc

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

As set out in clause 5 to this lease.

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

None

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

None

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

As set out in clause 4 to this lease

LR11 Easements

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

As set out in schedule 2 to this lease

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

None

LR12 Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

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

None

THIS LEASE is made on the [] day of [] 20[●]

BETWEEN:

- 1. [●] (Company Number [●]) whose registered office is at [●] (the “**Landlord**” which expression shall include any other person entitled to the immediate reversion to this Lease).
- 2. **SOUTHERN ELECTRIC POWER DISTRIBUTION PLC** (Company Number 4094290) whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading RG1 3JH (the “**Tenant**”).

THIS DEED WITNESSES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease the following words and expressions shall have the following meanings:

“**Access**”: the land shown coloured brown [and brown hatched black] on the Plan, and all roads, footpaths and other areas providing access to the Property and the Easement Strip;

“**Appropriate Grantor**”: either the Head Landlord or the Landlord provided that at the relevant time they hold either a freehold or leasehold (of not less than 5 years unexpired duration) interest in the Property;

“**Cables**”: all electrical plant and underground electric lines (as defined in section 64 of the Electricity Act 1989) installed or to be installed along and within the Easement Strip and all other apparatus appurtenant to the Permitted Use;

“**Easement Strip**”: the strip of land shown coloured green [and brown hatched black] on the Plan[and the land [●] metres either side of the Lines];

*["**Environment**": all or any of the following media; namely air (including the air within buildings) water (including surface water, groundwater and water in drains and sewers) and land (including surface land sub-surface land and land under water) and any living organisms or ecosystems supported by those media;]*

*["**Existing Hazardous Substances**": any Hazardous Substances at in on or under the Property at or prior to the date of commencement of this Lease;]*

*["**Hazardous Substances**": any natural or artificial substance (whether solid, liquid or gas) which alone or in combination with any other substance is capable of causing harm to man or is damaging to the Environment;]*

“**Head Landlord**”: [] or other person entitled to the immediate reversion to the Headlease and (where context admits) all superior landlords however remote;

“**Headlease**”: the lease relating to land [] made between [] (1) and [] (2) dated [] for a term of [] years commencing on and including [] under which the Landlord holds the Property (together with other property);

*["**Lines**": all electrical plant and overhead electric lines (as defined in section 64 of the Electricity Act 1989), works, poles and stays installed or to be installed on the Retained Land shown by red lines, red dots and "T" marks on the Plan and all appurtenant apparatus;]*

“**Outgoings**”: all existing and future rates, duties, taxes and charges for utilities;

“Permitted Use”: use in connection with the transformation and distribution of electricity, the transfer of data in connection with the distribution of electricity and ancillary uses;

“Plan”: the plan annexed to this Lease with drawing number [●];

“Property”: as described in Schedule 1;

“Retained Land”: the land now registered under the title number noted in land registry prescribed clause LR2.1 of this Lease, excluding the Property;

“Rights”: the rights granted in Schedule 2;

“Term”: [] years commencing on and including the date of this Lease and any continuation or extension of it and any holding over, whether by statute, at common law or otherwise.

- 1.2 Where any party to this Lease comprises more than one person their obligations shall be joint and several obligations.
- 1.3 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done.
- 1.4 The expression “tenant covenant” has the meaning ascribed to it by Section 28(1) of the Landlord and Tenant (Covenants) Act 1995 and relate to the tenancy created by this Lease.
- 1.5 The expression "the Landlord" wherever the context so admits shall include their successors in title and all persons deriving title under them and the owners and occupiers for the time being of the Retained Land and where the Retained Land has been disposed of in parts be construed as comprising all the owners and occupiers for the time being of the respective parts.

2. DEMISE

In consideration of the sum of one pound paid by the Tenant to the Landlord (the receipt of which is hereby acknowledged), the Landlord with full title guarantee demises the Property to the Tenant for the Term, together with the Rights.

3. TENANT’S COVENANTS

The Tenant covenants with the Landlord throughout the Term as follows:

Outgoings

- 3.1 The Tenant shall pay all Outgoings in respect of the Property save for Outgoings arising from any dealing with the reversion to this Lease.

Repair and maintenance

- 3.2 The Tenant shall keep the Property in good and substantial repair and, when exercising the Rights, take reasonable precautions to avoid undue obstruction to the Landlord.
- 3.3 The Tenant shall, whenever necessary following exercise of the Rights, make good any physical damage it causes to the Retained Land to the reasonable satisfaction of the Landlord.

Disposals

- 3.4 The Tenant shall not assign or underlet the whole or any part of the Property (other than to a body carrying on either (i) the undertaking of the Tenant in succession to it, or (ii) a licence holder under the Electricity Act 1989) without the prior written consent of the Landlord (such consent not to be unreasonably withheld).

Use

- 3.5 The Tenant shall not use the Property otherwise than for the Permitted Use.

Legal requirements

- 3.6 The Tenant shall comply with all legal requirements relating to the Property and the use of it, whether the requirements are imposed on the Landlord or the Tenant.

Yielding up

- 3.7 Whilst the Headlease remains in existence, at the termination of the Term (howsoever it arises), the Tenant shall, at the Landlord's cost and if so requested by the Landlord, either remove or render permanently safe all apparatus and reinstate the Property as required by the Headlease.

Indemnity

- 3.8 The Tenant shall indemnify the Landlord in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the tenant covenants by the Tenant. The Tenant's liability under this clause 3.8 shall not exceed the Landlord's liability under the Headlease.

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant, to the intent that the burden of the covenants will run with and bind the Retained Land and every part of it, in each case for the benefit of the Tenant and the undertaking of the Tenant and its properties and rights, throughout the Term as follows:

Quiet enjoyment

- 4.1 The Tenant shall hold the Property peaceably and without any interruption by the Landlord or any person lawfully claiming under or in trust for it.

Other

- 4.2 The Landlord shall indemnify the Tenant in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising out of or in connection with the matters referred to in the registers of the Title Numbers in clause LR2 so far as they relate to the Property and/or the exercise of the Rights.

Alterations

- 4.3 The Landlord shall not
- 4.3.1 make any alteration to the Easement Strip, nor plant any tree or shrub or erect any structure on or over the Easement Strip, other than with the prior written consent (such consent not to be unreasonably withheld) and under the supervision of the Tenant;
 - 4.3.2 do anything that may or may be likely to cause damage to the Cables[*or Lines*] and it shall take all reasonable precautions to prevent any damage to the Cables[*or Lines*];
 - 4.3.3 do anything (other than normal agricultural operations) whereby the support of or the cover of soil over the Cables shall be altered;
 - 4.3.4 interfere with or obstruct either the operation of or the access to the Cables[*or Lines*];
 - 4.3.5 [*do anything whereby the level of the ground shall be raised so as to alter the distance between the level of the ground and the Lines, other than with the prior written*

consent (not to be unreasonably withheld) and under the supervision of the Tenant, and in compliance with the Electricity, Safety, Quality and Continuity Regulations 2002;]

- 4.3.6 permit any structure on the Retained Land to be within the Easement Strip and shall not permit any tree or shrub to grow so as to be, or come when falling, within the Easement Strip, save in compliance with the Electricity, Safety, Quality and Continuity Regulations 2002.

Headlease

4.4 The Landlord shall

- 4.4.1 pay the rents reserved by the Headlease and observe and perform the covenants and conditions on the part of the lessee contained in the Headlease;
- 4.4.2 (on the request of the Tenant and at the Landlord's cost) use reasonable endeavours to enforce the Head Landlord's covenants under the Headlease in so far as they affect the Property, Access, the Easement Strip and the rights granted to the Tenant under this Lease;
- 4.4.3 use reasonable endeavours to obtain the Head Landlord's consent required under the Headlease when the Tenant has applied for consent under this Lease and the Landlord gives that consent or may not reasonably withhold it.

[Security

4.5 *The Landlord shall at the Landlord's cost:*

- 4.5.1 *supply to the Tenant all access codes and keys required to unlock and open any gates or barriers on the Access and shall immediately notify the Tenant of any new codes and supply to the Tenant any new keys as necessary;*
- 4.5.2 *connect any electronic gates and barriers on the Access to a back-up generator to ensure such gates and barriers are operational notwithstanding any power outage and maintain, repair and replace such back-up generator;*
- 4.5.3 *construct and maintain the Access in accordance with the Tenant's reasonable requirements and to the Tenant's reasonable satisfaction.]*

5. OPTION TO RENEW

5.1 In the event that this Lease comes to an end, for whatever reason and howsoever such termination occurs, within 12 months of such end the Tenant may serve written notice stating its wish to enter into a new lease (an “**Option Notice**”) on an Appropriate Grantor.

5.2 Upon receipt of an Option Notice, the Appropriate Grantor in receipt of such notice shall grant a new lease of the Property to the Tenant with the same Rights and on the same terms as this Lease, save that the term of the new lease shall:

5.2.1 if the Appropriate Grantor holds a freehold interest, be for 99 years commencing on and including the date of the new lease; or

5.2.2 if the Appropriate Grantor holds a leasehold interest, commence on and include the date of the new lease for 3 days less than the unexpired term of such Appropriate Grantor’s lease;

and, for the avoidance of doubt, the new lease shall only include this clause where the term is less than 99 years.

- 5.3 The Landlord shall pay to the Tenant within 14 days of demand all internal and external costs, charges and expenses incurred, sustained or anticipated by the Tenant in connection with the preparation, consideration and completion of all documentation required in respect of the new lease, including stamp duty land tax, Land Registry fees, surveyors' and legal fees, VAT and disbursements.

6. GENERAL PROVISIONS

It is agreed and declared as follows:

Forfeiture

- 6.1 Without prejudice to any other remedies of the Landlord, if the Tenant is in material breach of any of the Tenant's covenants the Landlord may re-enter the Property or any part of it and the Term will then cease.

Notices

- 6.2 Any notices to be served under this Lease shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925.

Headlease ceasing to exist

- 6.3 If the Headlease is surrendered or merged or otherwise ceases to exist then:

6.3.1 references to the Headlease shall have effect as if the Headlease continued to exist;

6.3.2 clause 4.4 shall be replaced by as a covenant on the part of the Landlord in terms identical to the covenants on the part of the Head Landlord contained in the Headlease as if those covenants were expressly set out in this Lease in full.

Dispute Resolution

- 6.4 Any dispute arising under this Lease shall be determined by a single expert, whose appointment is to be agreed upon between the Landlord and the Tenant or failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Royal Institution of Chartered Surveyors.

- 6.5 The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the Landlord and the Tenant in such proportions as the expert shall direct.

[Contamination]

- 6.6 *[The Tenant will have no responsibility or liability whatsoever under this Lease or otherwise as a result of or in respect of the presence or accumulation of any Existing Hazardous Substances at the Property or the escape or migration of any Existing Hazardous Substances from the Property at any time whether before or after the date of this Lease and for the avoidance of doubt to the extent that this provision is inconsistent with any other provision of this Lease then this provision will prevail and the Landlord shall indemnify the Tenant against all losses, costs and expenses, actions, proceedings, claims, demands, damages and liabilities arising from any Existing Hazardous Substances.]*

Executed as a deed and delivered on the date set out at the head of this Lease.

SCHEDULE 1

THE PROPERTY

The land at [] shown coloured pink on the Plan.

SCHEDULE 2

RIGHTS GRANTED

1. The right (for all proper purposes connected with the Property, the undertaking of the Tenant and the exercise of the Rights, with or without vehicles plant and equipment, at all reasonable times and at any time in cases of emergency) to enter onto the Retained Land and to pass and re-pass between the public highway and the Property and all parts of the Easement Strip over the Access and to park a vehicle thereon.
2. The right to lay, relay, construct, inspect, maintain, repair, protect, use, replace, renew, supplement, connect into, remove or render unusable the Cables and to break up so much of the surface of the Retained Land as is reasonably necessary from time to time for the purpose of exercising this right.
3. *[The right to erect, construct, use, inspect, maintain, protect, repair, re-erect, replace, renew, supplement, connect into, remove or render unusable the Lines and to break up so much of the surface of the Retained Land as is reasonably necessary from time to time for the purpose of exercising this right.]*
4. The right to fell, lop or cut in a proper manner all trees and shrubs standing on the Retained Land which may if not felled, lopped or cut obstruct or interfere with the construction, maintenance or safe and efficient operation of any apparatus on the Property[, *the Lines*] or the Cables.
5. The benefit of the rights granted to the Landlord under the Headlease insofar as they benefit the Property, the Access, the Easement Strip and the rights granted to the Tenant under this Lease.
6. The right of shelter, protection and vertical and lateral support for the benefit of the Property and the Cables from the Retained Land.
7. The right to drain surface water from the Property onto the Retained Land into any existing drainage system.

