

**Dated** 29 September **2023**

**PORTAL CONSTRUCTION LIMITED**

**and**

**SANDWELL AND WEST BIRMINGHAM HOSPITALS NHS TRUST**

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**ESTATE UNIT LEASE**

**of**

Land and Buildings at Cranford Street, Smethwick

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CLARKE MAIRS  
ONE HOOD STREET  
NEWCASTLE UPON TYNE  
NE1 6JQ  
TEL. 0191 245 4737  
FAX. 0191 261 5023  
REF: GB/55097

## LEASE DETAILS

<b>Date of this Lease</b>	29 September 2023
<b>Landlord</b>	PORTAL CONSTRUCTION LIMITED whose registered office is at New Burlington House, 1075 Finchley Road, London NW11 0PU (Company Number 01011605)
<b>Tenant</b>	SANDWELL AND WEST BIRMINGHAM HOSPITALS NHS TRUST of Sandwell General Hospital, Lyndon, West Bromwich, B71 4HJ
<b>Property</b>	Land and building at Cranford Street, Smethwick being part of the land registered at the Land Registry under title number WM379676 and shown edged red on the plan annexed to this Lease
<b>Term Commencement</b>	25 December 2023
<b>Lease Term</b>	Two years from and including the Term Commencement
<b>Rent Commencement Date</b>	25 December 2023
<b>Rent</b>	Three hundred thousand pounds (£300,000.00) each year exclusive of Value Added Tax
<b>Permitted Use</b>	Any use within Use Classes E(g) or B2 or B8 of The Town and Country Planning (Use Classes) Order 1987 (as amended)
<b>Break Date</b>	Any date from and including 25 December 2024 and which is at least 3 months after service of the Break Notice
<b>Break Notice</b>	Written notice specifying the Break Date served by either the Landlord or the Tenant on or before the date falling three months before the Break Date (in respect of which time is of the essence) stating the intention to terminate this Lease in accordance with in accordance with clause 13 of this Lease.

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**THIS LEASE** is made on the date mentioned in the Lease Details.

**BETWEEN**

- (1) The Landlord; and
- (2) The Tenant.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

In this Lease the definitions given in the Lease Details page shall apply, along with:

- 1.1 **“the EPB Regulations”** means the Energy Performance of Buildings (England and Wales) Regulations 2012 and all amendments and revisions and **“EPC”** means an Energy Performance Certificate as defined in the EPB Regulations
- 1.2 **“Conduits”** means drains sewers pipes cables wires and mains
- 1.3 **“Estate”** means the land and building at Cranford Street, Smethwick registered at the Land Registry under title number WM379676 but excluding the Property.
- 1.4 **“the Rent Days”** means 25 March, 24 June, 29 September and 25 December in each year of the Lease Term
- 1.5 **“Third Party Rights”** means the matters referred to on the register of title number WM379676 as at 25 May 2023 timed at 10:10:05.
- 1.6 **“Contamination”** means contamination of the Property or any adjoining or neighbouring property by any substance:
  - 1.6.1 the presence of which is causing significant harm or which gives rise to the possibility of harm being caused to the health of living organisms or

other significant interference of which they form part; or

1.6.2 which is causing or is likely to cause pollution of surface or ground waters

1.7 Where there are two or more persons entering into an obligation jointly their liabilities will be joint and several

1.8 References to statutory requirements include all legislation on the relevant subject in force from time to time and all subsidiary orders and regulations

1.9 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord acting reasonably

**2. GRANT OF LEASE**

The Landlord lets to the Tenant with full title guarantee the Property for the Lease Term subject to and where applicable with the benefit of the Third Party Rights together with the following rights in common with the Landlord and any other person authorised by the Landlord:

2.1 (so far as the Landlord is able to grant such right) the right to enter any part of any land buildings or structures adjoining the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this Lease, subject to the person exercising such right doing so only on reasonable written notice (save in case of emergency), causing as little damage as possible in the exercise of such right, and making good any damage caused to the reasonable satisfaction of the Landlord; and

2.2 rights of light, air, support and protection to the extent that these

- rights are capable of being enjoyed at any time during the term
- breach of covenant by the Tenant
- 3. TENANT'S PAYMENTS**
- 3.1 The Tenant agrees to pay the first instalment of Rent on the Rent Commencement Date for the period from the Rent Commencement Date to the next Rent Day
- 3.2 Starting on the next Rent Day the Tenant agrees to pay (without deduction or set off save for any set off required or permitted by law) to the Landlord the Rent by quarterly payments in advance on the Rent Days and if required by the Landlord by direct debit or standing order
- 3.3 The Tenant also agrees to pay (without deduction or set off) to the Landlord by way of further rent:
- 3.3.1 a fair proportion (according to user and sub-meter readings where possible) of the costs for the supply of water gas electricity and/or drainage services to the Property in the event that the relevant service is not supplied directly to the Property from the statutory service provider
- 3.3.2 the reasonable and proper cost (including professional fees) of any works to the Property which the Landlord (acting reasonably) does arising from a default by the Tenant
- 3.3.3 the reasonable and proper costs (including professional fees) which the Landlord incurs in:
- (a) dealing with any application by the Tenant for consent or approval whether or not it is given (except where the Landlord withholds consent unreasonably)
- (b) complying with any duty or obligation under the EPB Regulations as a result of any
- (c) preparing and serving notices of disrepair or schedules of dilapidations during the Lease Term or recording failure to give up the Property in the appropriate state of repair when this Lease ends
- (d) enforcing the obligations of the Tenant
- 3.3.4 interest at 4% above the base lending rate of Barclays Bank Plc on any of the above payments when more than 7 days overdue to be calculated from the due date
- 3.3.5 (on provision of a valid value added tax invoice addressed to the Tenant) value added tax ("VAT") on all sums to be paid by the Tenant under this Lease
- all such payments to be made within 14 days of demand unless a different date is specified
- 3.4 The Tenant also agrees to make the following payments (without deduction) where and when payable:
- 3.4.1 all periodic rates taxes and outgoings of a recurring and non-capital nature relating to the Property or a fair proportion (decided by the Landlord acting reasonably) of such rates taxes and outgoings if the Property is not separately assessed
- 3.4.2 a fair proportion of the cost of repair or maintenance of any common structure service or facility shared with other property
- 3.5 The Tenant also agrees not to claim void or unoccupied rating relief for the Property nor to accept any assessment for such relief and to indemnify the Landlord against any loss of rating relief applicable to unoccupied premises after the end

of the Lease Term by reason of any such relief having been allowed to the Tenant before the end of the Lease Term

- 3.6 In the event of the Tenant failing to pay the Rent or other amounts payable under this Lease on the due date for payment, then without prejudice to all other rights and entitlements which the Landlord has by reason of that default, whether under this Lease or otherwise, the rent or other amounts due and payable together with any interest payable thereon shall again become due and payable on each and every day that it remains unpaid so that each day there is a failure to pay the rent or other amounts due will give rise to a default in compliance with the obligation for payment on that date

**4. CONDITION OF THE PROPERTY**

The Tenant agrees:

- 4.1 To keep the Property in good repair and condition but if damage is caused by a risk against which the Landlord has arranged insurance the Tenant need only make good that damage to the extent that the insurance money has not been paid out because of any act or default of the Tenant Provided always that the Tenant shall not be liable to keep the Property in any better state of repair and condition than that evidenced by the Schedule of Condition annexed hereto and provided further that the Tenant shall not be liable to remediate any Contamination in existence prior to the date of this Lease
- 4.2 To keep the Property clean and tidy
- 4.3 Not to make any alterations additions or improvements to the Property except that after obtaining the Landlord's written consent (such

consent not to be unreasonably withheld or delayed) the Tenant may install internal non-structural partitioning but will need to comply with the EPB Regulations and such reasonable conditions as the Landlord may specify in its consent

- 4.4 To comply with any statutory requirements or the requirements of the Landlord's insurers in so far as they relate to the Tenant's use of the Property PROVIDED THAT the Tenant shall not be required to carry out any works or incur any expenditure of a capital and/or non-recurring nature (except where the works or expenditure relates to a breach by the Tenant of its obligations

- 4.5 That if it fails to do any work which this Lease requires the Tenant to carry out the Landlord can do the work itself after giving written notice and if the Tenant still fails to start and proceed quickly with the work within 2 months of the notice

**5. USE OF THE PROPERTY**

- 5.1 The Tenant agrees to use the Property only for the Permitted Use or for such other use for which the Tenant has obtained both Landlord's written consent (not to be unreasonably withheld or delayed) and planning permission and in doing so not to carry out any illegal activities or to cause a nuisance to the Landlord or to nearby occupiers or neighbours
- 5.2 In using the Property the Tenant will comply with all statutory requirements and will apply for and maintain any licences and consents which may be required
- 5.3 The Tenant will maintain third party liability insurance and employers liability PROVIDED that the Tenant shall be permitted to carry the risk of such insurance itself or to procure

- insurance via the Risk Pooling Scheme for Trusts provided by NHS Resolution (or any successor scheme) and the Tenant shall not be required to provide evidence of payment of premiums or note the name of the Landlord on the insurance policy.
- 5.4 The Tenant will not display any signs or notices at the Property unless approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) save that any signage and branding required in relation to the Permitted Use shall not require the Landlord's approval
- 5.5 The Tenant accepts that the Landlord gives no warranty that the Permitted Use is the authorised use of the Property under planning restrictions and that it is the Tenant's responsibility to confirm this
- 6. LANDLORD'S RIGHTS**
- 6.1 The Tenant agrees that the Landlord can enter the Property at any reasonable time for:
- 6.1.1 inspection of the Property
- 6.1.2 the enforcement of the Tenant's obligations
- 6.1.3 marketing and reletting in the last 6 months of the Lease Term
- 6.1.4 for any other reasonable purpose associated with the repair and maintenance of the and any Conduits or management of the Estate
- 6.2 In exercising these rights the Landlord agrees:
- 6.2.1 except in emergencies (when as much notice as reasonably possible will be given) the Landlord will enter only during normal business hours and after reasonable prior written notice to the Tenant
- 6.2.2 in carrying out any works the Landlord will cause as little disruption and inconvenience as is practicable and will make good any damage caused to the Property
- 6.3 The Tenant accepts that the Landlord and others have the right to free passage of services through any Conduits in the Property serving other parts of the Estate together with rights of shelter and support and all rights previously enjoyed over the Property by other parts of the Estate and its occupiers
- 7. TRANSFER**
- 7.1 The Tenant agrees not to share occupation or share or part with possession of any part or the whole of the Property with anyone else other than in accordance with clause 7.3
- 7.2 The Tenant agrees not to sublet the whole or any part of the Property
- 7.3 The Tenant agrees not to transfer this Lease save that the Tenant may assign the whole of this Lease to a contractor under contract to the Tenant to complete the development of the Midland Metropolitan Hospital with the prior written consent of the Landlord (not to be unreasonably withheld or delayed)
- 7.4 As a condition of its consent to assign the Landlord may require a written guarantee from the Tenant that the assignee will perform its obligations as the new tenant and the guarantee will be in such terms as the Landlord shall reasonably require
- 7.5 Within 7 days after this Lease has been transferred the Tenant is to give a copy of the transfer document to the Landlord and such copy will be certified as a true copy by the Tenant or by any professional adviser to the Tenant

**8. OTHER MATTERS**

- 8.1 The Tenant:
- 8.1.1 is to send to the Landlord promptly copies of any notices received by the Tenant relating to the Property or to any neighbouring property
- 8.1.2 is not to apply for planning permission in respect of the Property without the Landlord's written consent (not to be unreasonably withheld or delayed).
- 8.1.3 is to indemnify the Landlord against any claims made against the Landlord arising from any failure by the Tenant to perform its obligations under this Lease and all costs incurred by the Landlord relating to any such claims provided that the Landlord shall use its reasonable endeavours to mitigate any such loss and shall not settle any claims without the Tenant's consent (not to be unreasonably withheld or delayed)
- 8.1.4 is not to breach the Third Party Rights and is to comply with any requirements arising from the Landlord's title to the Property insofar as relevant to the use of the Property and notified to the Tenant by the Landlord in writing
- 8.2 The Property includes all additions and alterations and Landlord's fixtures and fittings
- 8.3 An obligation by the Tenant not to do anything shall include an obligation not to permit anyone else to do it

**9. LANDLORD'S OBLIGATIONS**

- 9.1 While the Tenant materially complies with its obligations under this Lease the Landlord will allow the Tenant to possess and use the Property without interference from the Landlord or anyone permitted by the Landlord

**10. END OF LEASE**

- When this Lease ends the Tenant is to:
- 10.1 return the Property to the Landlord leaving it in the state and condition in which this Lease requires the Tenant to keep it
- 10.2 if the Landlord so requires remove anything the Tenant has fixed to the Property (including any partitioning) and make good any damage caused by that removal

**11. FORFEITURE**

- 11.1 This Lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever:
- 11.1.1 payment of any rent is 14 days overdue even if it was not formally demanded
- 11.1.2 the Tenant has not materially complied with any of the terms of this Lease
- 11.1.3 the Tenant if an individual (and if more than one any of them) is adjudicated bankrupt or an interim receiver of its property is appointed
- 11.1.4 the Tenant if a company (and if more than one any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent) or has an administrative receiver appointed or has an administration order made in respect of it
- 11.2 The forfeiture of this Lease does not cancel any outstanding obligation of either party.

**12. AGREEMENT**

12.1 It is confirmed that this Lease has not been entered into following a prior agreement between the parties

12.2 This Lease constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

**13. OPTION TO BREAK**

13.1 Either the Landlord or the Tenant may terminate this Lease by serving a Break Notice on the Landlord at any time on or after 25 December 2024.

13.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date:

13.2.1 the Tenant has not paid the Rent plus any VAT (provided that a valid VAT invoice addressed to the Tenant has been supplied) which was due to have been paid; or

13.2.2 vacant possession of the Property has not been given.

13.3 Subject to clause 13.2, following service of a Break Notice this Lease shall terminate on the Break Date as stated in the Break Notice.

13.4 Termination of this Lease on the relevant Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

13.5 If this Lease terminates in accordance with clause 13.3 then, within 14 days after the relevant Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent, and any VAT paid in respect of it, for the period from and excluding the relevant Break Date up

to and excluding the next Rent Payment Date, calculated on a daily basis

**14. SERVICE OF NOTICES**

14.1 Any notice to be served by the Tenant on the Landlord under this Lease shall be sent to the Landlord at the address from which rent demands are issued

14.2 Any notice to be given by the Landlord to the Tenant under this Lease shall be sent to the Tenant addressed to the Tenant and, provided the Tenant remains Sandwell And West Birmingham Hospitals National Health Service Trust, sent to Sandwell General Hospital, Lyndon, West Bromwich, B71 4HJ and marked for the attention of its Chief Executive otherwise addressed to the Tenant addressed to its registered office or other address given for service to the Landlord in writing.

**15. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954**

15.1 Prior to the date of this Lease the Landlord served notice on the Tenant pursuant to the provisions of the Landlord and Tenant Act 1954 section 38A (3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on <sup>25</sup>August 20<sup>23</sup>. A person authorised by the Tenant made a statutory declaration dated [ <sup>5</sup>September 20<sup>23</sup> ] pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

15.2 Pursuant to the provisions of the Landlord and Tenant Act 1954 section 38A (1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agreed that the provisions of the Landlord and

Tenant Act 1954 Sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease

**16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 nothing in this Lease shall confer or purport to confer on any third party any benefit or the right to enforce any terms of this Lease

Executed as a Deed by the parties hereto the day and year first before written.

EXECUTED AS A DEED by **PORTAL CONSTRUCTION**  
**LIMITED** acting by )  
two Directors: )

DocuSigned by:  
*Zeev kraus*  
C907599E13184D1...  
.....  
Zeev Meir Kraus - Director

DocuSigned by:  
*Miriam kraus*  
E18AC94E8A754D8...  
.....  
Miriam Kraus - Director

EXECUTED as a DEED by )  
**Sandwell And West Birmingham Hospitals** )  
**National Health Service Trust** )  
whose Corporate Common Seal was hereunto

.....  
AUTHORISED SIGNATORY

.....  
AUTHORISED SIGNATORY

DocuSigned by:  
*Ben Kraus*  
C907599E13184D1...

DocuSigned by:  
*Miriam Kraus*  
E18AC94E8AA54D8...



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