

# Form of Parent Company Guarantee

This Deed is made the 5<sup>th</sup> day of August 2013

## Between

- (1) **The London Borough of Barnet** of North London Business Park, Oakleigh Road South, London, N11 1NP (the **Authority**); and
- (2) **Capita PLC** a company incorporated in England and Wales with company registration number 02081330 whose registered office is at 71 Victoria Street, Westminster, London, SW1H 0XA (the **Guarantor**).

## Whereas:

- (A) The Authority and the Service Provider have entered into an agreement dated [•] (the **Agreement**) whereby the Service Provider will provide the services set out in the Agreement (the **Services**), and the Guarantor has given the Authority an undertaking to enter into a Deed of Guarantee on the following terms.
- (B) The Service Provider is a ~~wholly owned~~ subsidiary of the Guarantor.  
*For 3.3 GU, 5-8-13. OAS 5/8/13 IN 5/8/13.*
- (C) The Guarantor has agreed to guarantee the due performance by the Service Provider of the obligations contained in the Agreement in the manner hereinafter appearing.

## Operative provisions:

In consideration of the payment of one pound (£1.00) by the Authority to the Guarantor, receipt of which the Guarantor acknowledges, and of the Authority entering into the Agreement:

- 1 This Deed constitutes a guarantee.
- 2 The Guarantor, as primary obligor and not merely as surety, unconditionally and irrevocably guarantees to the Authority the due and punctual performance and observance by the Service Provider of all of the Service Provider's duties and obligations under the Agreement (the **Guaranteed Obligations**), and also undertakes to the Authority to pay forthwith on demand all sums properly due and payable by the Service Provider to the Authority under the Agreement and unpaid, together with all costs and expenses which the Authority may incur in enforcing this Deed.
- 3 In addition to the provisions of clause 2 above, and as a separate obligation, the Guarantor undertakes to the Authority that:
  - 3.1 if the Service Provider in any respect fails to observe or perform any of the Guaranteed Obligations to the Authority under or in connection with the Agreement; or
  - 3.2 if the Service Provider fails to pay any debt, damages, interest, costs, income collected on behalf of the Authority or other sums due from the Service Provider to the Authority under or in connection with the Agreement and/or the Guaranteed Obligations; or
  - 3.3 if any of the Guaranteed Obligations becomes unenforceable, invalid or illegal; or

- 3.4 if the Service Provider's employment is terminated on the occurrence of an Insolvency Event,
- then the Guarantor shall discharge the performance of the Guaranteed Obligations, and shall, if required to do so by notice given by the Authority, itself pay to the Authority without any deduction or set-off the amount of such debt, damages, interest, costs, income collected on behalf of the Authority or other sums as the case shall require. The amount payable by the Guarantor under this clause 3 shall not exceed the amount which would have been payable by the Service Provider excluding rights of deduction or set-off under the Agreement as if such Agreement had been fully valid and enforceable.
- 4 If the Authority becomes aware of any circumstances in respect of which the Authority will or may wish to bring any claim against the Guarantor under this Deed, or if the employment of the Service Provider under the Agreement is or is purportedly terminated by reason of breach or on the occurrence of an Insolvency Event (as defined in the Agreement) in respect of the Service Provider, then the Authority shall forthwith give notice of such matter to the Guarantor and shall (save in the case of an Insolvency Event in respect of the Service Provider) afford the Guarantor 28 days to remedy such matter or to perform or procure the performance of the Guaranteed Obligations which remain to be performed (or which, but for such termination, would have remained to be performed).
- 5 Save where such location shall have been agreed (either in respect of the Service Provider, the Guarantor, or both) pursuant to the Agreement, the Guarantor will not locate any of the Assets (as defined in the Agreement and used by the Service Provider or the Guarantor in the performance of the Services and/or the Guaranteed Obligations) outside of the United Kingdom.
- 6 The Agreement may be modified, amended or supplemented in any manner whatsoever without the consent of the Guarantor, and no such modification, amendment or supplement shall release or impair the liability of the Guarantor under this Deed, which shall extend to the Guaranteed Obligations and liabilities of the Service Provider under the Agreement as so modified, amended or supplemented. No invalidity in the Agreement or its avoidance or termination shall affect or impair the liability of the Guarantor under this Deed.
- 7 Without prejudice to any other provision of this Deed of Guarantee (in particular but not limited to clause 3 hereof) the liability of the Guarantor shall be co-extensive with the liability of the Service Provider under the Agreement and the aggregate liability of the Guarantor shall in no event be greater than the Service Provider's aggregate liability under the Agreement.
- 8 The Guarantor shall not be discharged or released from this Deed, nor shall its liability under this Deed be affected or impaired, by any delay or failure to exercise any right under this Deed or by any agreement, conduct, waiver, concession, compromise or allowance of time or forbearance between or given to the Service Provider by the Authority and the terms of this Deed shall apply to the terms of such compromise as they apply to the Agreement.
- 9 The Authority shall not be obliged to pursue any means of recourse against the Service Provider before enforcing the terms of this Deed, and the Authority shall be at liberty to compromise, release, waive or neglect any security as it sees fit, without impairment of its rights under this Deed.

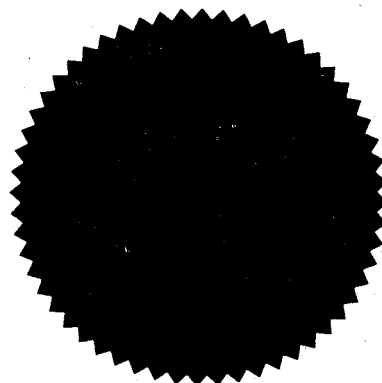
- 10 This Deed shall remain in full force and effect until all money and liabilities due and owing or incurred by the Service Provider to the Authority have been fully satisfied and all of the Guaranteed Obligations have been discharged regardless of any intermediate payment, partial settlement or other matter whatsoever.
- 11 This Deed is in addition to and not in substitution for any other guarantee or security or other obligation given or owing to the Authority in respect of sums due or liabilities arising under the Agreement.
- 12 The liquidation or receivership or insolvency of the Service Provider shall not affect or reduce the liability of the Guarantor under this Deed.
- 13 So long as any liability incurred by the Service Provider to the Authority under or in connection with the Agreement remains unsatisfied, the Guarantor shall not:
- 13.1.1 seek to enforce against the Service Provider payment by receipt of money, set-off, enforcement of security, proof of debt, subrogation or otherwise of the amounts paid by the Guarantor under this Deed;
  - 13.1.2 in the event of the insolvency, winding up, liquidation or dissolution of the Service Provider prove in competition with the Authority in respect of any money owing to the Guarantor by the Service Provider, but will give the Authority the benefit of any such proof and of all money to be received in respect thereof.
- 14 If, notwithstanding the above provisions of clause 12, at a time when any liability incurred by the Service Provider to the Authority under or in connection with the Agreement remains unsatisfied, the Guarantor receives any moneys or property in respect of amounts paid by the Guarantor under this Deed or owing to the Guarantor by the Service Provider, the Guarantor shall hold such moneys or property on trust for the Authority and shall pay or transfer the same to the Authority immediately on request to the extent required to satisfy the unsatisfied liability.
- 15 Notwithstanding any other provision of this Deed of Guarantee any demand by the Authority under this Deed of Guarantee shall be made by the Authority only after the failure of the Service Provider to cure its default (provided such default is not irremediable) in respect of the obligations guaranteed pursuant to this Deed of Guarantee within the time allowed by the Agreement and to the extent the Agreement provides for resolution of a dispute through escalation and/or a dispute resolution procedure, the Authority shall not call on this Deed of Guarantee unless and until such procedures have been used. Where no time is specified to cure a default the relevant period shall be deemed to be what is reasonable having regard to both the nature of the default and the resources available to the Service Provider to effect a cure.
- 16 Any money judgment of the court or award or decision arising out of the Dispute Resolution Procedure against the Service Provider in favour of the Authority under the Agreement shall be conclusive evidence for the purposes of this Deed as to any liability of the Service Provider to which such judgment or award or decision relates (unless or until the same is set aside by any competent tribunal) but on condition that if the Authority commences any proceedings in court or an expert determination under the Dispute Resolution Procedure against the Service Provider under or in connection with the Agreement, it shall so notify the Guarantor within 28 days after their commencement. The

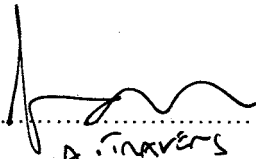
Authority and the Service Provider each agrees that if the Guarantor requests within 28 days of such notification that it be joined as a party to or be heard in such proceedings, it will promptly take all reasonable steps within its power to have the Guarantor joined or given rights of audience in such proceedings.

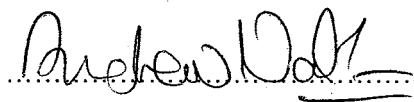
- 17 The Authority may without the consent of the Guarantor assign or charge the benefit of this Deed to any person to whom the Authority lawfully assigns or charges the benefit of the Agreement. The Guarantor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with any of its rights under it or purport to do any of the same nor sub-contract any or all of its obligations under this Deed without the prior written consent of the Authority.
- 18 Any demands notice or requests to be made or given by any party under this Deed will be sufficiently served if sent by hand or by post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery Any notice sent by post will be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 4.45 pm on a Business Day and otherwise on the next Business Day.
- 19 This Deed shall remain in force despite any change in the constitution of the Guarantor, the Service Provider or the Authority.
- 20 The Guarantor warrants and represents to the Authority that it has full power to enter into and perform its obligations under this Deed.
- 21 This Deed shall be binding on the Guarantor's successors in title.
- 22 This Deed will be construed in accordance with English law and be in all respects subject to the exclusive jurisdiction of the English courts.
- 23 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

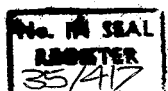
**This Deed is executed as a deed** and is delivered and takes effect on the date first set out above.

The Common Seal of the **Mayor & Burgesses of** )  
**The London Borough of Barnet** was affixed to this )  
Deed in the presence of: )



Authorised Signatory .....  .....  
A. Travers

Authorised Signatory .....  .....  
Head of Governance.




SH 5-8-13

Executed as a deed by ~~Capita (BDRG) Limited plc~~

acting by two Directors or a Director and its

Company Secretary

Executed as a Deed by Capita plc  
acting by ~~Gordon Wicks~~ director  
in the presence of:

witness signature: 

name: CHRIS SELLERS

address: 

occupation: EXEC DIRECTOR

)  
) SH,

)  
) SH,

) Director.

CS  
5/8/13

SH  
5-8-13

AN  
5/8/13

HW  
5.8.13

# CAPITA

To: The London Borough of Barnet of North London Business Park, Oakleigh Road South, London N11 1NP

5 August 2013

Dear Sirs

**Agreement dated on or about 5<sup>th</sup> August 2013 entered into between Capita (BDRS) Limited (the "Service Provider") and the London Borough of Barnet (the "Authority") (the "Agreement")**

1 We refer to the Agreement. Unless the context otherwise requires, terms defined in the Agreement shall have the same meaning in this letter.

1.1 all premiums due to date in respect of the Required Insurances and PI Insurance are paid and the Required Insurances and PI Insurance are, to the best of our knowledge and belief, placed with insurers which, as at the time of placement, are reputable and financially sound. We do not, however, make any representations regarding such insurers' current or future solvency or ability to pay claims; and that

## 1.2 **Notification Obligations**

1.2.1 to notify you at least five (5) Business Days prior to the expiry of any of the Required Insurances and the PI Insurance that renewal process has been instigated to provide the Required Insurances and the PI Insurance detailed in the agreement.

1.2.2 to provide on request a brokers letter of confirmation in a form as provided confirming that the Required Insurances and PI Insurance detailed in the agreement have been purchased.

1.2.3 to notify in writing as soon as possible or at least ten (10) Business Days prior to taking effect:

(a) cancellation, non renewal or amendment of the Required Insurances and PI Insurance so that the Required Insurance and PI Insurance requirements will no longer be satisfied;

(b) any reduction in limits or coverage or any increase in deductibles is to take effect so that the Required Insurance and PI Insurance requirements will no longer be satisfied; and

Capita plc, 71 Victoria Street, Westminster, London SW1H 0XA  
Tel 020 7799 1525 Fax 020 7799 1526 [www.capita.co.uk](http://www.capita.co.uk)

Registered office as above. Registered in England No. 2081330



DATED 5<sup>th</sup> August 2013

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET

(2) CAPITA (BDRS) LIMITED

**LICENCE TO OCCUPY**

relating to premises at North London  
Business Park, Oakleigh Road South, Barnet N11 1NP

For the London Borough of Barnet

HB Public Law

Legal & Governance Services

PO Box 2

Civic Centre

Harrow HA1 2UH



THIS LICENCE is dated 5th August

2013

## Parties

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of Building 4, North London Business Park, Oakleigh Road South, London N11 1NP (**Licensor**)
  - (2) **Capita (BDRS) Limited** (Company registration number 8615172) of 17 Rochester Row, London SW1P 1QT (**Licensee**)
- (the **Parties**)

## Background

- (A) The Licensee is a joint venture company formed between Barnet (Holdings) Limited a wholly owned company of the London Borough of Barnet and Capita Symonds Limited 02018542 for the purposes of delivering the Partnering Contract and for delivering such further areas of business as joint venture parties may from time to time agree under a business plan.
- (B) The Licensor and the Licensee have agreed to share premises for the purposes of delivering the Licensee's Services and the Parties have agreed to enter into this Licence to facilitate the sharing of the Premises.
- (C) The Licensor and the Licensee agree that all outgoings in relation to the occupation of the Premises, if any, shall be discharged by the Licensee under the terms of the Partnering Contract.

## Agreed Terms

### 1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this licence:

**Building** means all those buildings known as Buildings 2 and 4, North London Business Park, Oakleigh Road South, Barnet N11 1NP;

**Building Common Parts** means any entrances entrance halls lifts stairs passage ways landings lavatory accommodation and other parts of the Buildings available or intended to be available either for use in common by or for the provision of services to the Licensor as shown edged in blue on the plan annexed;

**Commencement Date** means the Service Transfer Date of the Partnering Contract or earlier by agreement of both parties;

**Contents** means the furniture office equipment, including facsimile and photocopying equipment and other items belonging to the Licensor and to be used by the Licensee during the period of occupation detailed on an inventory to be agreed between the Parties within fifteen (15) Business Days of the Commencement Date;

**Designated Hours** means at all times during the week, including Saturdays, Sundays, bank or public holidays;

**Estate** means North London Business Park, Oakleigh Road South, London N11 1NP;

**Estate Road(s)** means the roadways footpaths within the Estate (subject always to the right of the Licensor and, landlord of the Licensor from time to time upon giving not less than 7 days previous notice in writing to the Licensee (save in case of emergency) to alter modify or stop up the routes of any of the roadways and footpaths at any time during the Licence Period so long as reasonable and commodious vehicular and pedestrian access is maintained to the Premises at all times);

**Leases** means the leases under which the Licensor occupies the Building;

**Licence Period** means the period from and including the Commencement Date to and including 31st August 2015 and then for consecutive six monthly periods thereafter subject at all times to termination in accordance with clause 5;

**Necessary Consents** means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature including superior landlords which shall be required for the Permitted Use;

**Partnering Contract** means the agreement between the Licensor, and the Licensee for the provision of Development and Regulatory Services (DRS);

**Permitted Use** means use for occupation of the Licensee's employees and Sub-Contractors for the implementation and delivery of the business of the Licensee agreed under the Licensee's business plan;

**Premises** means such parts of the Building as the Licensor shall from time to time designate in writing for the use of the Licensee under the terms of this Licence which in all circumstances shall be suitable for the provision of the Services;

**Services** means the services to be delivered by the Licensee ;

**Superior Landlord** means any landlord of the Licensor under the Leases and any landlords of superior leasehold interests in the Building or Estate.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this Licence.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 1.8 A reference to writing or written excludes faxes and e-mail.
- 1.9 Any obligation in this licence on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 References to clauses are to the clauses of this licence.
- 1.11 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2 **Licence to Occupy**

- 2.1 Subject to clause 3 and clause 4 hereof, the Licensor permits the Licensee to occupy the Premises for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensor in the Leases or the rights granted to the Licensee to use the Premises.
- 2.2 The Licensee shall be allowed to use the Estate Roads for obtaining access to and from the Premises and Building Common Parts.
- 2.3 The Licensee shall be allowed to use the Building Common Parts and any associated car parking areas subject to availability in accordance with the number of parking permits issued.
- 2.4 Subject to availability and prior booking, the Licensee shall be allowed to use in common with the Licensor and other occupiers of the Building the meeting/conference room facilities in the Building.
- 2.5 The Licensee acknowledges that:
- 2.5.1 this licence is not intended to confer exclusive possession on the Licensee nor does it create the legal relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy of any kind, or to any statutory security of tenure now or when this Licence ends;
- 2.5.2 the legal possession of the Building remains vested in the Licensor at all times and the Licensee shall occupy the Premises as a licensee during the Designated Hours;
- 2.5.3 the Licensor retains control, possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises;
- 2.5.4 the Licensee's right to occupy is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees;
- 2.5.5 without prejudice to its rights under this licence the Licensor shall at its absolute discretion be entitled to re-designate the Premises at any time requiring the Licensee to transfer to comparable space within the Building; and

2.5.6 the Licensor reserves its right to exercise its break options under the Leases on not less than six months notice taking effect on 17th October 2015 and if it does so, and it has not already served notice to terminate under clause 51.2, this licence shall immediately determine on the determination of the Leases in accordance with clause 5.1.4.

### 3 Licensee's Undertaking

3.1 The Licensee undertakes to provide Third Party Public Liability Insurance as set out in the Partnering Contract, such to includes cover for liabilities (including claimant's costs and expenses) for damages in respect of accidental death, or bodily injury, illness, death, disease contracted by any person; loss or damage to property; or interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities, or any like cause, happening during the Licence Period and arising out of or in connection with the Partnering Contract and the provision of the Services from the Premises

3.2 The Licensee undertakes to permit the Licensor and all persons with authority from the Licensor:

3.2.1 at any time to enter the Premises to view the state and condition of the Premises or those of any other part of the Building or the Estate;

3.2.2 to open up parts of the Premises if so required for viewing or if necessary for the maintenance of the structure of the Building;

3.2.3 to take schedules or inventories of the Licensor's contents to be yielded up at the end of the Licence Period in accordance with clause 29 of the Partnering Contract;

3.2.4 to keep the Premises clean, tidy and clear of rubbish on a daily basis;

3.2.5 to make good any damage of any nature caused to the Premises and the Contents by the Licensee or any persons visiting or attending the Premises in connection with the Licensee's use and occupation thereof (fair wear and tear excluded);

3.2.6 not to remove the Contents from the Premises and to replace with articles of the same kind and value any items of the Contents which may be lost damaged or destroyed (fair wear and tear excepted) or pay for them as reasonably requested by the Licensor;

3.2.7 not to use the Premises other than for the Permitted Use;

3.2.8 not to make any alteration or addition whatsoever to the Premises;

3.2.9 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises or elsewhere in the Building without the prior written consent of the Licensor subject to any Superior Landlord's consent and the terms of the Leases);

3.2.10 not to do or permit to be done on the Premises anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage,

annoyance, inconvenience or cause disturbance to the Licensor or to other tenants or occupiers of the Building or any owner or occupier of neighbouring property;

- 3.2.11 not to obstruct the Building Common Parts and the Estate Roads;
- 3.2.12 not to apply for any planning permission in respect of the Premises;
- 3.2.13 not to do anything that will or might constitute a material breach of any Necessary Consents affecting the Premises or which will or might vitiate in whole or in part any insurance effected in respect of the Premises and Building from time to time;
- 3.2.14 to observe any rules and regulations the Licensor has made and notified to the Licensee governing the Licensee's use of the Premises and the Building Common Parts and the Estate Roads as contained in the Leases and this licence;
- 3.2.15 to leave the Premises in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Premises at the termination of this licence;
- 3.2.16 to comply in all respects with all of the Licensor's policies which affect the Premises which shall include without limitation its Health and Safety at Work Policy Equal Opportunities (Employment) Policy and Policy for Smoking at Work;
- 3.2.17 not to impede the Licensor or any of its officers in the exercise of their rights of possession and control of the Premises and Building.

3.3 If the Licensee shall remain in occupation of the Premises following 1<sup>st</sup> September 2015 then for all periods after that date it shall pay to the Licensor the costs of its occupation of the Premises in accordance with paragraph 11 of Part 1 of Schedule 9 (Access to the Authority's Premises) to the Partnering Contract.

#### **4 Indemnity**

4.1 This clause 4 shall not be construed as imposing greater obligations or liabilities on the Licensee than are imposed on it under the Partnering Contract. The Licensee shall indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

4.1.1 the material breach of the Licensee's undertakings contained in clause 3; and/or

4.1.2 the exercise of any rights given in clause 2.2 to 2.4 inclusive.

#### **5 Termination**

5.1 The licence to occupy granted by this licence shall end on the earliest of:

- 5.1.1 a breach of any of the Licensee's undertakings contained in clause 3 which is notified by the Licensor to the Licensee in writing and which is not then remedied by the Licensee within 10 working days of the receipt of such notice;
- 5.1.2 On the expiry of not less than three months notice in writing given by the Licensor to the Licensee, such notice to expire not earlier than 31<sup>st</sup> August 2015 or at any time thereafter;
- 5.1.3 on the termination of the Partnering Contract.
- 5.1.4 At any time when the Licensor has no continuing right of occupation to the Premises under the Leases or any successor arrangements.

5.2 The Licensee shall immediately vacate the Premises on termination of this licence. Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this licence.

## 6 Notices

6.1 Any notice given under this licence shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

6.1.1 to the Licensor at: London Borough of Barnet, North London Business Park, Oakleigh Road South, London N11 1NP and marked for the attention of the Chief Executive.

6.1.2 to the Licensee at: Capita Group Property, Tower Court, Coventry CV6 5NX  
or as otherwise specified by the relevant party by notice in writing to each other party.

6.2 Any notice shall be deemed to have been duly received:

6.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

6.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or

6.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

6.3 A notice required to be given under this licence shall not be validly given if sent by e-mail.

## 7 General

7.1 The Licensor warrants that it has obtained all the Necessary Consents for the Permitted Use as at the Commencement Date.

7.2 The Licensor warrants that the Premises are physically fit for the purposes specified in clause 2.

7.3 The Licensor is not to be liable for the death of, or injury to the Licensee or its employees or authorised invitees or for damage to any property of the Licensee, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the rights granted by clause 2 PROVIDED ALWAYS that nothing contained in this clause shall apply to any accident happening or injury in so far as it is caused by the negligence of the Licensor or the Licensor's agents, servants, authorised invitees or licensees.

7.4 The Licensor shall be entitled to vary the Designated Hours with the mutual agreement of the Licensee.

**8. Rights of Third Parties**

A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**9. Local Authority's Statutory Functions**

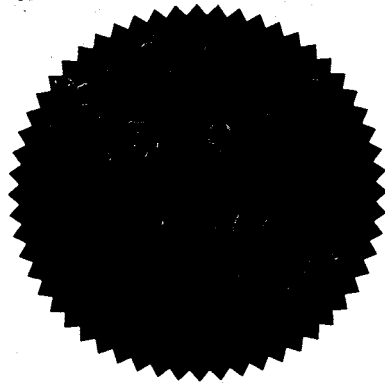
This licence and anything implied herein shall not prejudice or affect the Licensor's rights powers duties and obligations in exercise of its function as a local or public authority and the rights powers and duties and obligations of the Licensor under all public or private statutes bye laws orders and regulations may be fully and effectually exercised in relation to the Premises as if the licence to occupy granted by this licence had not been entered into and as if the Licensor was not the owner of the Premises.

This licence has been entered into as a deed on the date stated at the beginning of it.

The Common Seal of the Mayor & Burgesses of )

The London Borough of Barnet was affixed to this )

Deed in the presence of: )

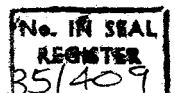


Authorised Signatory *A. Travers*  
A. TRAVERS

Authorised Signatory *Andrew Wall*  
Head of Governance

Executed as a deed by Capita (BDRS) Limited )  
acting by two Directors or a Director and its )  
Company Secretary )

*Dan Greenspan* DAN GREENSPAN



Director

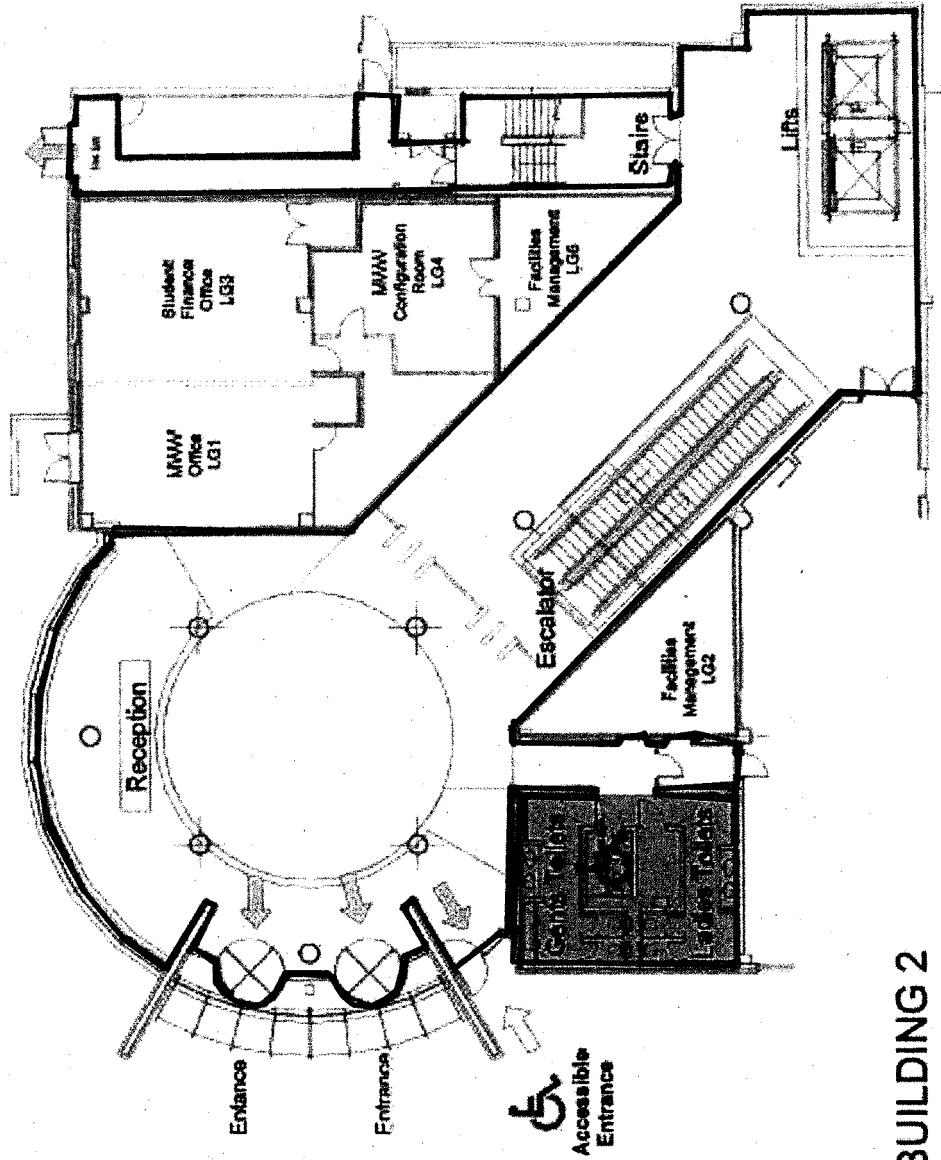
S. W. WEST

Director / Company Secretary .....





**NLBP Building 2**  
**Lower Ground Floor**  
**July 2008 / NTS**



- Legend ↑
- Fire Exit
- Fire Escape Route
- Office Accommodation
- Toilets
- Lifts/Escalators

ACV  
 5.8.13  
 AO  
 5.8.13

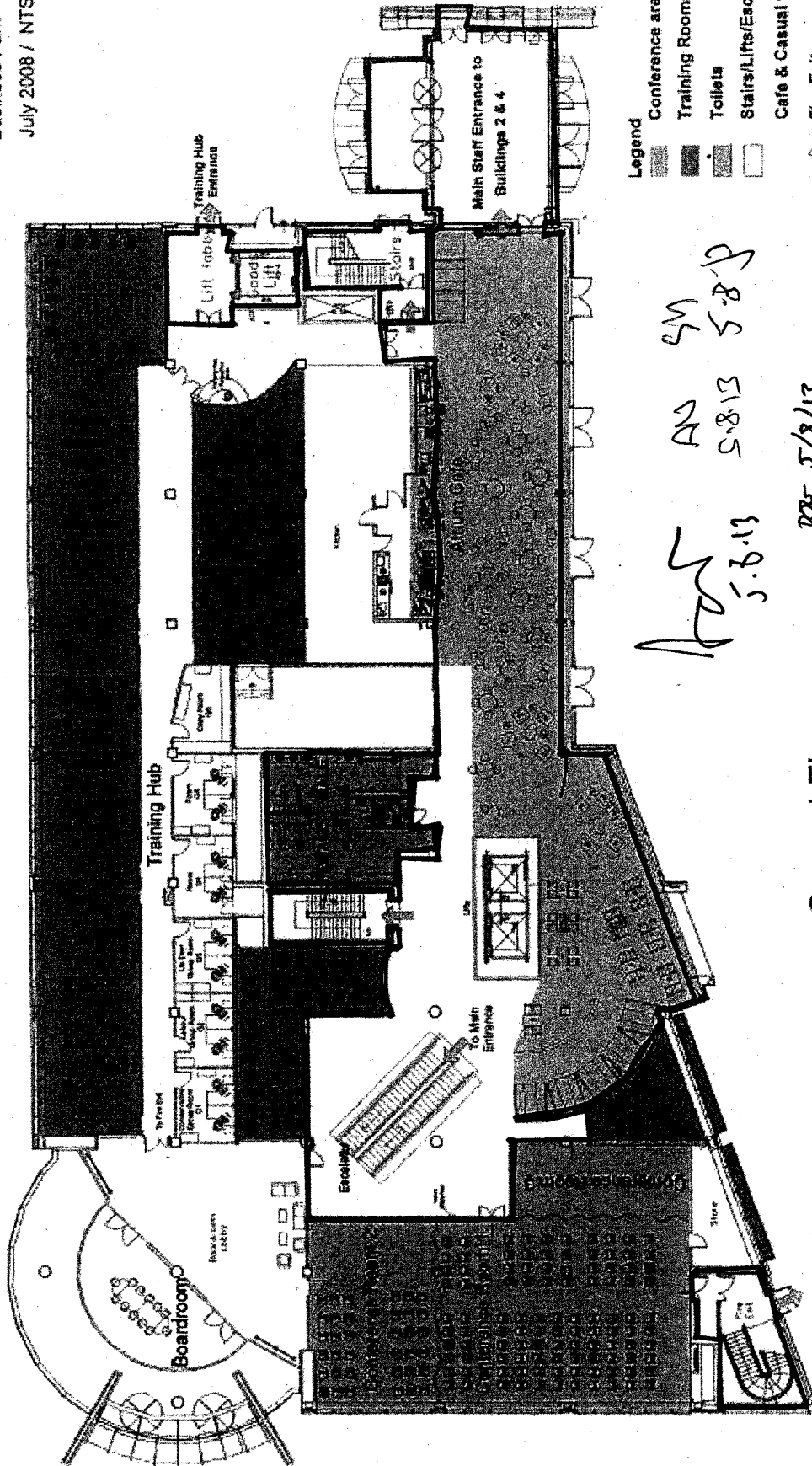
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 DOR  
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**BUILDING 2**  
**LOWER GROUND FLOOR**

Dropping off Point and Parking for Blue Badge Holders Only

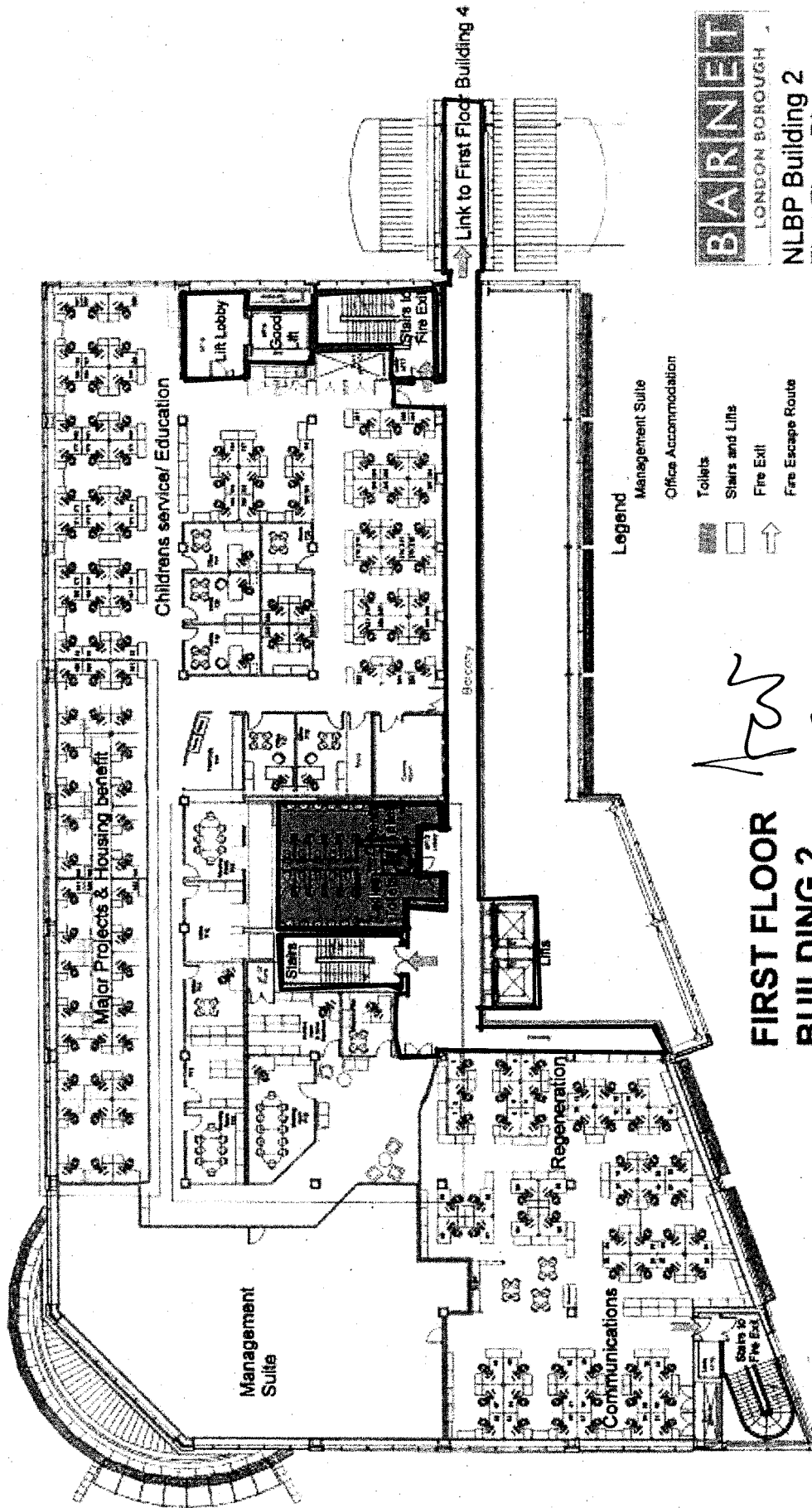


North London  
 Business Park  
 July 2008 / NTS



*Handwritten notes:*  
 J.B.13  
 AN 5.8.13  
 SM 5.8.13  
 J.B.13  
 2008 5/8/13

Ground Floor  
 Building 2



**BARNET**  
LONDON BOROUGH

NLBP Building 2  
First Floor Plan  
July 2008 / NTS

- Legend**
- Management Suite
  - Office Accommodation
  - Toilets
  - Stairs and Lifts
  - Fire Exit
  - Fire Escape Route

*Handwritten initials/signature*

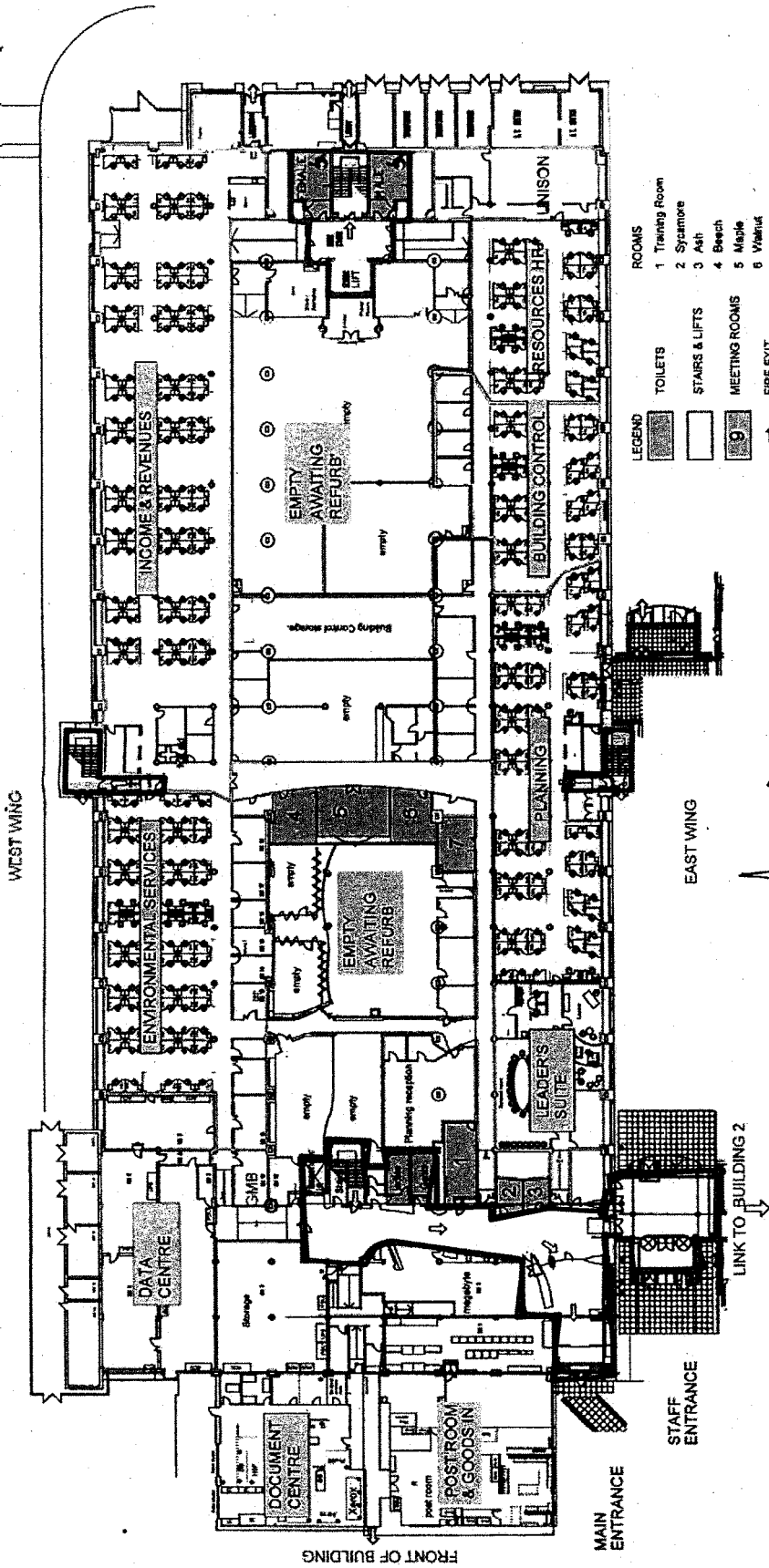
*J. 1. 13*

**FIRST FLOOR  
BUILDING 2**

*Handwritten notes:*  
5/8/13  
DOB- 5/2/13  
5/8/13



North London  
Business Park  
July 2008 / NTS



- LEGEND
- TOILETS
  - STAIRS & LIFTS
  - MEETING ROOMS
  - FIRE EXIT
  - FIRST AID ROOM
- ROOMS
- 1 Training Room
  - 2 Sycamore
  - 3 Ash
  - 4 Beech
  - 5 Maple
  - 6 Walnut
  - 7 Willow

SV  
AN  
S.B.J  
S.T.B  
S.B.J  
D00- 5/7/0

**BUILDING 4  
GROUND  
FLOOR**

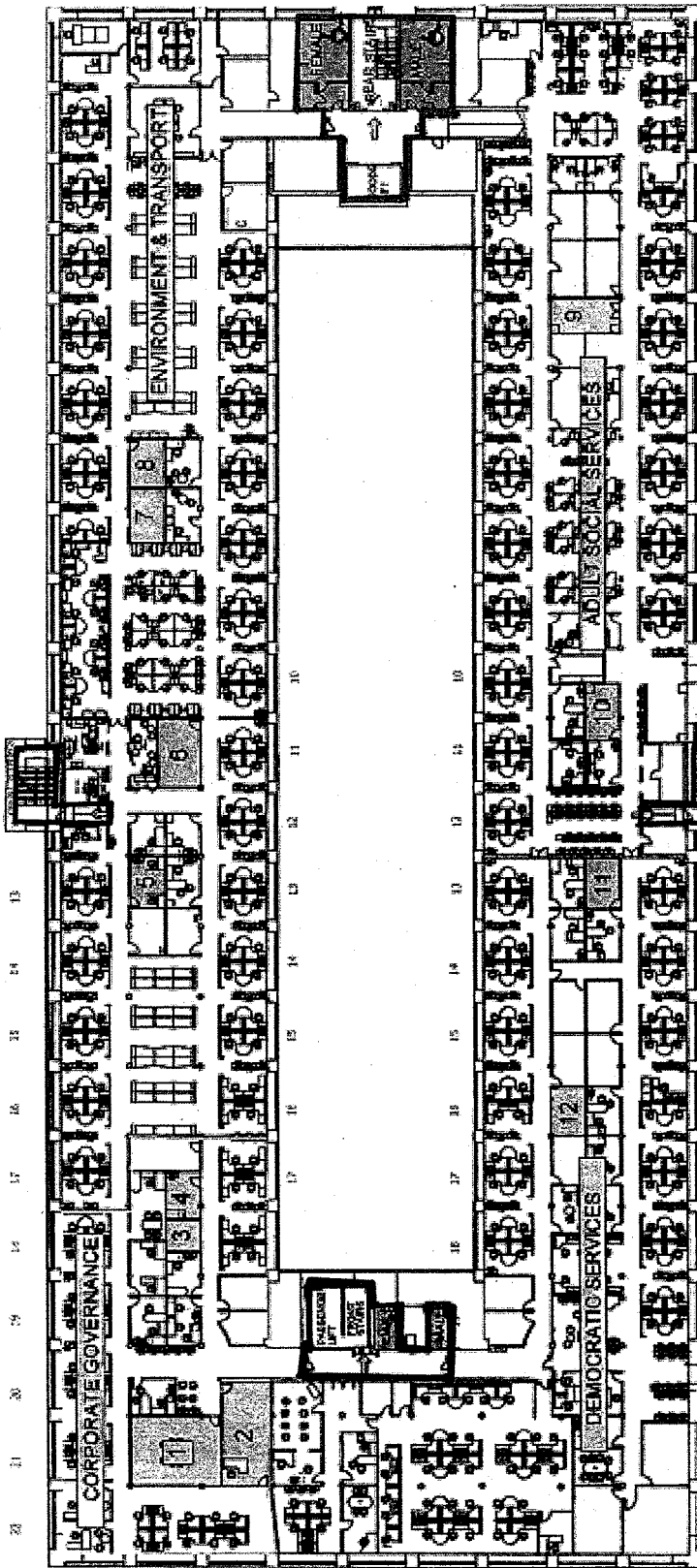
FRONT OF BUILDING





North London  
Business Park  
July 2008 / NTS

T WING



FRONT OF BUILDING

- ROOMS
- 1 Denture
  - 2 Greenplains
  - 3 Faith Room
  - 4 Water
  - 5 Fire
  - 6 Aids
  - 7 Air
  - 8 Earth
  - 9 Alps
  - 10 Bankers Draft
  - 11 White Heart
  - 12 Carpetier

- LEGEND
- TOILETS
  - STAIRS & LIFTS
  - MEE TING ROOMS
  - FIRE EXIT

AN 5-7-13  
 5h  
 58-3  
 AN 5-8-13  
 58-3  
 005 5/2/13

**BUILDING 4  
SECOND FLOOR**

LINK TO BUILDING 2  
NOT IN USE

LINK TO BUILDING 3  
NOT IN USE