

DATED

17<sup>th</sup> December

2024

THE WELSH MINISTERS (1)

-and-

POBL HOMES AND COMMUNITIES LIMITED (2)

## LEASE

relating to

Plot D5b SA1 Swansea Waterfront, Swansea

### Appendices:

Plan 1 (Demise)  
Plan 2 (Estate)  
Deed of Covenant  
Signage Strategy

Commercial Legal Services  
Welsh Government  
Cathays Park  
Cardiff  
CF10 3NQ

		reasonably requires to take account of any change in the base figure used to calculate the Index
1.29	<b>Revised Waterfront Contribution</b>	the figure, rounded up to the nearest ten pounds, calculated by multiplying the Waterfront Contribution by the fraction A/B where A = Review Index Value and B = Base Index Value
1.30	<b>Service Charge</b>	the sum of 1.1593% of the General Expenditure certified by the Landlord as being attributable to the Demised Premises
1.31	<b>Service Charge Reference Date</b>	such date in each year as the Landlord may from time to time notify in writing to the Tenant
1.32	<b>Service Charge Services</b>	the services specified in <b>Schedule 2</b>
1.33	<b>Service Expenditure</b>	all expenditure reasonably and properly paid incurred or borne by the Landlord in providing and carrying out the Service Charge Services as more particularly described in <b>Schedule 3</b>
1.34	<b>Service Period</b>	the period of 12 months ending on the Service Charge Reference Date in each year

1.42	<b>Waterfront Contribution</b>	subject to review as detailed in <b>clause 8</b>
1.43	<b>Waterfront Expenditure</b>	that part of the Service Expenditure specified by the Landlord that relates to the Waterfront

6.2      **Service Charge**

- 6.2.1      To pay to the Landlord the Service Charge at the times specified in and otherwise in accordance with **Schedule 4**
- 6.2.2      In each Service Period to pay to the Landlord the Waterfront Contribution by four equal instalments at quarterly intervals on such dates as the Landlord specifies in writing
- 6.2.3      To pay to the Landlord on demand Interest on any payment due to the Landlord by the Tenant which is not received by the Landlord within 14 days of the date when payment is due
- 6.2.4      To comply at all times with section 20 – 20ZA of the Landlord and Tenant Act 1985
- 6.2.5      In the event that the Tenant collects contributions to the Waterfront Contribution from any undertenant of any premises on the Demised Premises , to ensure that such contributions are calculated on a fixed basis

## SCHEDULE 1

### (Common Parts)

1. Estate Roads, verges, pavements, parking areas, (excluding any parking areas within areas which have been demised or otherwise disposed of by the Landlord), forecourts, footpaths, cycle tracks, bridges, roundabouts and common pedestrian areas within the Estate
2. Landscaped areas, public art works, sculpture and the Waterfront and any water features including, (but not by way of limitation) the dock walls, locks, lock entrances, lock gates, dredged channel, riverbridge lock mechanisms, caissons, riverbanks and river walls comprised within the Estate
3. Office or other accommodation from time to time reserved on the Estate for the Landlord or its staff or others engaged by or on behalf of the Landlord in or in connection with the management of the Estate or the provision of the Service Charge Services
4. The parts of the Estate from time to time reserved for the housing or storage of plant, machinery, equipment, materials or other things in or in connection with the management of the Estate or the provision of the Service Charge Services
5. The sewers, drains, gulleys, gutters, ducts, mains, reens, watercourses, channels, subways, wires, cables, conduits, flues and other conducting media of whatsoever nature, transformer substations, gas governors, petrol and oil interceptors, pumping stations, relay stations, balancing lakes, telecommunications cabinets, lighting cabinets and other such things of a similar nature in upon over or under or serving the Estate
6. All party structures, boundary walls, railings, hedges and fences of the Estate or used in common with the owners of any premises adjoining or near the Estate
7. Gates, entrances, CCTV poles and Estate signage
8. All other areas or amenities on the Estate or outside the Estate but serving or otherwise being for the benefit of the Estate which are from time to time provided or designated for the common use amenity or benefit (even if only aesthetically) of the tenants or occupiers of the Estate by the Landlord

## **SCHEDULE 2**

### **(Service Charge Services)**

1. Repairing, re-surfacing, servicing, cleaning, lighting, maintaining, renewing, replacing, modernising and improving as requisite the Common Parts so as to maintain the same in good and substantial repair including for the avoidance of doubt any part or parts of the Common Parts that are adopted but in the interests of good estate management and in the reasonable opinion of the Landlord require maintenance (notwithstanding such adoption) so as to ensure that such areas are maintained to the standard applicable to the remainder of the Common Parts
2. Keeping such of the Common Parts as comprise landscaped or planted areas properly planted, replanted, cultivated and maintained and free from weeds and, where laid to grass, regularly mown
3. Keeping the Waterfront dredged, channel and all water features within the Common Parts properly maintained and cleaned and free from silt and stocked and filled to an appropriate level PROVIDED ALWAYS that the Landlord is not obliged to maintain, repair or clean those parts of the Waterfront as are not in the ownership of the Landlord
4. Removal as requisite of leaves, litter, refuse and snow from the Common Parts
5. Managing and administering the Estate for the benefit of the tenants and occupiers thereof (including engaging such professional advisers as shall be necessary for such purpose) and in accordance with the principles of good estate management
6. Insuring the Common Parts with some insurance office of repute against loss or damage by the Insured Risks in such sum (including professional fees and costs of demolition) as the Landlord may reasonably consider appropriate and/or paying or reimbursing the cost of such insurance to the tenant for the time being of the Common Parts
7. Complying with all Enactments (and all notices, rules or regulations made under the same) for the time being in force in respect of the Common Parts



### SCHEDULE 3

#### (Service Expenditure)

The aggregate of all reasonable amounts of costs, charges, commissions, premiums, fees, expenses, interest and taxes reasonably incurred, paid or provided for by the Landlord in or in connection with the following

1. The provision of the Service Charge Services
2. Providing, operating, inspecting, testing, servicing, overhauling, repairing, maintaining, cleaning, lighting and when requisite modifying renewing or replacing any plant, machinery, apparatus and equipment from time to time comprised in the Common Parts
3. Providing maintaining, repairing and when necessary replacing any signs, notices, notice boards, advertisements, seating, furnishings, decorations, flags, flagpoles, appointments, fittings, bins, receptacles, appliances, apparatus and other equipment and materials which the Landlord may reasonably consider desirable or necessary to be provided within the Common Parts
4. Providing, maintaining, repairing and when necessary renewing and replacing all entrance and exit barriers, directional signs, street bollards, roundabouts, street lighting and street furniture and similar things within the Common Parts
5. All existing and future rates, assessments, charges and outgoings of every kind (whether or not recurring and whether of an existing or novel nature) payable in respect of the Common Parts or any part thereof
6. The carrying out of any work to the Common Parts required to comply with the provisions of any Enactment from time to time in force (including all instruments, orders, plans, regulations, permissions and directions made or issued thereunder or deriving validity therefrom) and any agreement made with any local or other authority in relation to the Common Parts or any part thereof and which is for the benefit, protection or security of the occupiers on the Estate or their employees, invitees or other visitors
7. The provision, supplying and running of water, gas, electricity, telephone, telecommunications and all other services whatsoever reasonably required in respect of the Estate (including standing charges in respect thereof) and which are reasonably calculated to be for the benefit of all occupiers on the Estate
8. The provision of any security, surveillance or monitoring apparatus which the Landlord may supply for the general benefit of the Estate
9. Employing or obtaining the services (whether on a full or part time basis) of such persons as the Landlord reasonably considers necessary or desirable for the provision of the Service Charge Services and all reasonable expenditure incidental thereto including (but without prejudice to the generality of the foregoing) the payment of statutory and such other health, pension, welfare and other payments, contributions and premiums as the Landlord may reasonably consider desirable and the provision of uniforms working or protective clothing and

any payment in connection with the dismissal or termination of the services of such persons when the Landlord reasonably considers it necessary so to do

10. The provision, maintenance and repair of operational accommodation (whether inside or outside the Estate) on such terms as the Landlord may reasonably consider appropriate for any person or persons referred to in paragraph 9 hereof
11. Making representations in respect of or otherwise contesting or dealing with any notice regulation or order of any competent local or other authority in relation to the Common Parts and also consulting with any such authority in relation to any planning applications or other planning matters relating to the Estate in order to ensure that the Landlord is adequately informed in relation to such applications or other matters
12. The administration and management of the Estate and the performance of the Landlord's obligations in respect thereof pursuant to the provisions of this Lease including the proper and reasonable fees, charges, costs, expenses and disbursements of any solicitors, accountants, surveyors, valuers, architects or other professional advisers whom the Landlord may from time to time reasonably employ in connection therewith and in the preparation of statements or certificates and the auditing of the Service Charge and any arbitration in relation to the Service Charge and the general administration of the Landlord itself
13. The proper and reasonable fees and expenses of the Landlord's agents (if any) for the general management of the Estate
14. Without prejudice to the foregoing paragraph 13 any costs incurred by or awarded against the Landlord or any other person acting at the request of the Landlord in enforcing or seeking to enforce the payment of contributions to the Service Expenditure by any persons who have covenanted with the Landlord and/or such other person (as the case may be) to pay such contributions (less any costs recovered)
15. The cost of preparing, displaying and providing to the owners and occupiers on the Estate regulations relating to the use of and conduct of the Estate
16. Any interest fee or charge incurred by the Landlord in the event that the Landlord borrows monies for the purpose of complying with its obligations under this Lease
17. The carrying out of all other works or the doing of any other act or thing or providing services of any kind which the Landlord may from time to time reasonably consider necessary or desirable for the purpose of the maintenance or the good overall management of the Estate or its amenities or otherwise for the general benefit of the Estate or its occupiers
18. Such sum (if any) by way of reasonable provision for anticipated future expenditure in respect of any costs mentioned in this Schedule as the Landlord reasonably decides should be reserved in a sinking fund against such expenditure as being prudent and reasonable in the circumstances which sum will (so far as actually paid) from time to time be deposited by the Landlord upon trust for the owners of those parts of the Estate who have contributed the same with such bank or building society as the Landlord may select in a prudent and reasonable way (provided that the Landlord will not be responsible to the Tenant for obtaining the best

rate of interest upon such terms) and all interest earned thereon during any Service Period will be deducted in calculating the Service Charge for the next Service Period subject however to the deduction of any tax which may be payable in respect of such interest

19. Any irrecoverable Value Added Tax borne by the Landlord in respect of the provision of the Service Charge Services and/or any of the costs and expenses listed in the foregoing paragraphs of this Schedule



## SCHEDULE 4

### (Payment of the Service Charge)

1. The Landlord will at or prior to the commencement of each Service Period make and notify in writing to the Tenant a fair and reasonable estimate of the Provisional Contribution for that Service Period
2. The Tenant will pay the Landlord the Provisional Contribution by four equal instalments at quarterly intervals on such dates as the Landlord will specify in writing (or such other instalment as the Landlord may reasonably require)
3. If the estimate of the Provisional Contribution in respect of any Service Period is not notified to the Tenant before the commencement of such Service Period the Tenant will continue to pay quarterly in instalments for such Service Period at the rate last payable by it until such notification is made and thereupon the Tenant will pay to the Landlord the difference between the amount already paid by the Tenant for that Service Period and the amount which would have been payable if such notification had been made
4. As soon as practicable following the end of each Service Period the Landlord will procure that the General Expenditure for that Service Period will be duly audited by an independent auditor (acting fairly impartially or professionally) and the Landlord will deliver to the Tenant a statement of the General Expenditure as so audited and of the sum payable as the Service Charge
5. If the Service Charge for any Service Period exceeds the Provisional Contribution for that Service Period the Tenant will within twenty one days of delivery of such statement pay to the Landlord any balance shown by such statement to be due from the Tenant as being in excess of the aggregate amount of the instalments already paid by the Tenant in respect of that Service Period
6. If the Service Charge for any Service Period is less than the Provisional Contribution for that Service Period the Landlord will credit the amount of the excess by way of set-off against the next instalment or (if a surplus sum still remains) instalments of the Provisional Contribution
7. Subject only to clause 9.3 the audited statement above referred to will (save in the case of manifest error) be final and binding on the other parties and the Tenant will not be entitled to object to any item comprised in the General Expenditure by reason that the materials, work or service in question might have been provided or performed at a lower cost or by reason that such item may or does benefit other parts of the Estate not included in the Common Parts more than it benefits the Demised Premises or by reason that the item in question was not calculated in the estimate above referred to