

~~[WITHOUT PREJUDICE AND SUBJECT TO CONTRACT]~~

OC

## Settlement agreement

- (1) Leagueframe Limited
- (2) Loughborough University

Dated 19 August 2019

### Osborne Clarke LLP

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London  
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DKA/1107213

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	This document has been executed as a deed and is delivered and takes effect on the date stated at the top of page 1. ....	4

This Deed of Agreement is made on

19<sup>th</sup> August

2019

**Between:**

- (1) **Leagueframe Limited** (registered with company number 03438690) of 5th Floor Leconfield House, Curzon Street, London, W1J 5JA ("**Landlord**")
- (2) **Loughborough University** of Epinal Way, Loughborough, Leicestershire, LE11 3TU ("**Tenant**")

Together the "**Parties**" and each a "**Party**".

**Background:**

- (A) The Landlord is the freehold owner of the Premises, which form part of the land registered with title number LT299790. The Premises are demised to the Tenant pursuant to the Lease, which expires on 30 September 2019 (the "**Expiry Date**"). The Tenant is required to give up vacant possession of the Premises on or before the Expiry Date.
- (B) The Landlord arranged for the Schedule to be prepared and published in order for the Parties to be able to negotiate and settle the Tenant's liabilities in respect of various breaches of the tenant's covenants pursuant to the Lease, as detailed in the Schedule.
- (C) The parties have agreed to enter this agreement in order to settle the Tenant's liabilities in respect of dilapidations pursuant to the Lease and any Supplemental Documents (as detailed in the Schedule), save as otherwise indicated in this Agreement.

**This Deed** witnesses as follows:

1. **Definitions and interpretation**

1.1 In this Agreement, unless the context otherwise requires:

**"Agreement"** means this deed (including any schedule to it).

**"Agreed Sum"** means a total of £35,000 (thirty-five thousand pounds), inclusive of interest, costs and applicable taxes;

**"Claim"** means any and all claims, causes of action, rights and/or obligations whatsoever, past or present that Eskmuir may have against the Tenant (or vice versa) pursuant to the Lease and the Supplemental Documents in respect of the dilapidations as recorded in the Schedule, which documents the condition of the Premises at 17 December 2018. The Claim includes (without limitation) any claim for interest, legal costs, damages, debts, losses, VAT and compensation, save for any liabilities created by this Agreement.

**"Lease"** means the lease of the Premises dated 9 October 1998 between (1) P.E. Downes Limited and (2) Loughborough University.

**"Premises"** means land and buildings fronting New Ashby Road and Sharpley Road, Loughborough, Leicestershire, more particularly described in the Lease.

**"Schedule"** means the Schedule of Dilapidations prepared and published by TGA Building Consultancy on 31 January 2019 following an inspection of the Premises on 17 December 2018, annexed to this Agreement at Schedule 1.

**"Supplemental Documents"** means any licences, deeds, headlease(s) or other occupational agreements (including any leases pre-dating the Lease) relating to the occupation of the Premises by the Tenant.

**"Third Party"** means any person or other legal entity, individual, partnership, firm, association, corporate body, government or state who is not a party to the Agreement.

## 2. **Construction**

- 2.1 A clause or schedule, unless the context otherwise requires, is a reference to a clause of or a schedule to the Agreement;
- 2.2 The headings and sub-headings in the Agreement are inserted for reference only and do not affect its interpretation

## 3. **Settlement**

The Agreement is in full and final settlement between the Parties of the Claim and each Party releases the other from the Claim. The Agreement is made without any admission of liability by any Party.

## 4. **Payment of Sums**

- 4.1 The Tenant has paid the Agreed Sum to the Landlord (receipt of which is hereby acknowledged) pending completion of this Agreement.
- 4.2 On completion of this Agreement, the Tenant irrevocably releases the Agreed Sum to the Landlord in full and final settlement of the Claim.

## 5. **Maintenance of the Premises Until the Expiry Date**

- 5.1 On or before the Expiry Date, the Tenant shall remove all its furniture, belongings and rubbish from the Premises.
- 5.2 From the date of this Agreement until the Expiry Date, the Tenant must keep the Premises in no worse condition than is recorded in the Schedule. The Tenant shall be liable for any material disrepair at the Premises occurring between 17 December 2018 and the Expiry Date,

that requires the Landlord to incur additional costs in carrying out remedial works beyond those detailed in the Schedule;

5.3 For the avoidance of doubt, nothing in this Agreement waives the Tenant's obligation in respect of complying with the conditions of clause 7.8 of the Lease.

**6. Entire agreement and variation**

6.1 The Agreement sets out the entire agreement and understanding between the Parties in respect of the subject matter of the Agreement and supersedes all previous agreements between the Parties.

6.2 No other terms or conditions (whether written or oral) shall be included or implied into the Agreement, except that nothing in this clause will exclude liability for fraudulent statements.

6.3 The Parties acknowledge that they have only relied on the representations, warranties, promises and terms contained in the Agreement.

6.4 Any variation to the terms of the Agreement must be in writing and signed by all of the Parties.

**7. Costs**

Each Party shall bear its own costs and expenses arising out of or in connection with the Claim and the negotiation, preparation and execution of the Agreement.

**8. Counterparts**

The Agreement may be entered into in any number of counterparts, each being an original. When taken together they shall constitute one agreement.

**9. Contracts (Rights of Third Parties) Act 1999**

Unless expressly provided in the Agreement, no express or implied term of it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any Third Party.

**10. Successors in Title**

The Agreement shall be binding on and have effect for the benefit of the successors in title of the Parties.

**11. Severability**

If a court or competent authority finds any provision of the Agreement to be illegal or unenforceable, that part shall be deemed not to form part of the Agreement and the enforceability of the remainder of the Agreement shall not be affected.

12. **Governing law and jurisdiction**

12.1 The Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

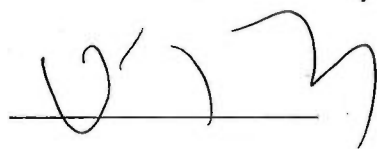
12.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with the Agreement, its subject matter or formation.

13. **Effective date**

This document has been executed as a deed and is delivered and takes effect on the date stated at the top of page 1.

Executed as a deed by  
**Leagueframe Limited** acting  
by a director in the presence  
of:

Signature of Director:



Signature of witness:



Witness name (in BLOCK  
CAPITALS):

RYAN ROBINSON

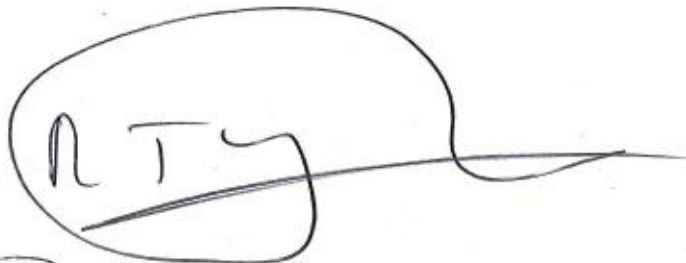
Witness address:

35 PARK LANE LONDON W1K 1RB

Witness occupation:

PERSONAL ASSISTANT.

Executed as a deed by  
**Loughborough University**  
acting by affixing the  
Common Seal of  
Loughborough University  
hereto  
In the presence of:



Signature of witness:



Witness name (in BLOCK  
CAPITALS):

PAUL WATSON

Witness address:

FM BUILDING, LOUGHBOROUGH UNIVERSITY  
EPINAL WAY, LOUGHBOROUGH LE11 3TU

Witness occupation:

CHARTERED SURVEYOR.







**Schedule**



Schedule of Dilapidations  
and Wants of Repair  
Found to have Accrued

At

New Ashby Court  
184-194 New Sharpley Road  
Loughborough  
Leicestershire LE11 4PW

Under the Terms of the Lease  
Dated 9 October 1998

Between

Leagueframe Limited  
(formerly P E Downes Limited)

and

Loughborough University

January 2019

BC2575

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## 1. Recitals and Notes

This Schedule has been prepared by TGA Building Consultancy, on the instructions of Prime Estates Property Management Limited acting for and on behalf of Leagueframe Limited and is based upon an inspection of the premises known as New Ashby Court, 184-194 New Sharpley Road, Loughborough, Leicestershire as carried out on 17 December 2018 at which time the premises had not been vacated and the contractual terms of the Lease are due to expire on 30 September 2019.

This Schedule records the works required to be done to the premises in order that they are put in to a condition that is in accordance with the Tenant's covenants contained within the Lease dated 9 October 1998.

### The Inspection

At the time of our inspection the property was occupied, and parts of the premises were obscured by the Tenant's contents and fittings. The Schedule does not reflect deterioration or damage to the property subsequent to the date of inspection and prior to lease expiry. It was not possible to inspect woodwork or any other parts of the structure which were covered, unexposed or inaccessible. It is therefore not possible to determine any liability in respect of any defects which may subsequently become apparent including, but not limited to, timber defects of any nature, beetle infestation, vermin, insects, timber rot, defects in constituents of concrete, the positioning of reinforcement, the extent of bearings, ties or fixings or any defects of a similar nature. In the preparation of this Schedule no specialist inspection or testing have been carried out of any services installations.

The Landlord reserves the right to vary, amend or add to the remedial works and costs claimed, if appropriate, following vacation of the property, further inspection or progression of the remedial works.

### Workmanship and Approvals

All works undertaken to comply with this Schedule are, where applicable, to be fully in accordance with current Building Regulations, British Standards, good building practice and in accordance with the Lease covenants, with the consent of the Local Planning Authority, where appropriate. A specification of the works will be required in order for a Contractor to undertake items identified within the Schedule.

If the Tenant intends to carry out the wants of repair and remedial work, they should be carried out in a correct and workmanlike manner to the reasonable satisfaction of the Landlord or his appointed representative. All paint colours, surface finishes and floor coverings are to be prior approved by the Landlord.

### Estimated Costs

Where estimated costs to comply with the Schedule are provided, they are itemised on the assumption that a single fixed price contract is placed with a Contractor.

The itemised costs exclude on-costs such as Contractor's overheads and profit, professional fees associated with the remedial works and VAT, all of which are illustrated in the Heads of Claim Summary at Section 6.

Please note that itemised costs within the Schedule should not be used in isolation as they may vary if not forming part of the overall works. If any individual item or part of the Schedule needs to be examined in isolation refer to TGA for further advice.

### Limitations

The Landlord reserves the right to instruct a Surveyor/Agent to re-inspect any part or parts of the premises and to serve addendum schedules of dilapidations for any further items found to have accrued. The Landlord reserves the right to charge additional fees for any re-inspection and/or preparation of addendum or updated Schedules.

## 2. Lease Terms

The covenants of the lease dated 9 October 1998 with which the Tenant should have complied are as follows:

### Repair, Cleaning, Decorating, etc (Lease Clause 5.4):

- 5.4.1 To repair the Premises and keep them in good and substantial repair
- 5.4.2 To replace from time to time the Landlord's fixtures and fittings in the Premises which may be or become beyond repair at any time during or at the expiration of the Term
- 5.4.3 To clean the Premises and keep them in a clean condition
- 5.4.4 To keep any part of the Premises which may not be built upon ("the Open Land") adequately surfaced in good condition and free from weeds and all landscaped areas properly cultivated
- 5.4.5 Not to bring keep store stack or lay out upon the Open Land any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Premises or the area generally
- 5.4.6 Not to deposit or permit to be deposited any waste rubbish or refuse on the Open Land other than in designated waste bins or designated waste collection points
- 5.4.7 Not to keep or store on the Open Land any caravan or movable dwelling
- 5.4.8 Not to cause any land roads or pavements within or abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials.
- 5.4.9 In each of the Decorating Years and in the last year of the Term to redecorate the exterior and interior of the Buildings in every case in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Surveyor PROVIDED THAT the covenants relating to the last year of the Term shall not apply where the Tenant shall have performed the obligation in question less than twelve months prior to the expiry of the Term
- 5.4.10 Where the use of Pipes boundary structures or other things is common to the Premises and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those Pipes boundary structures or other things

### Waste and Alterations (Lease Clause 5.5):

- 5.5.1 Not to:
  - 5.5.5.1 commit any waste
  - 5.5.5.2 unite the Premises with any adjoining premises
  - 5.5.5.3 make any addition or alteration to the Premises save as permitted by the following provision of this clause
- 5.5.2 Not to make any additions or alterations to the Buildings without:
  - 5.5.2.1 obtaining and complying with all necessary consents of any competent authority and paying all charges of such authority in respect of such consents
  - 5.5.2.2 making an application supported by drawings and a specification in duplicate which (save where the Loughborough University is still the tenant) shall be prepared by an architect or member of some other appropriate profession (who shall supervise the work throughout to completion)
  - 5.5.2.3 paying the reasonable fees of the Landlord any mortgagee and their respective professional advisers and
  - 5.5.2.4 entering into such covenants as the Landlord may reasonably require as to the execution and reinstatement of the alterationsand in the case of any works of a substantial nature the Landlord may (save where the Loughborough University is still the tenant and where reasonable) require prior to the commencement of such works the provision by the Tenant of adequate security in the form of a deposit of money or the provision of a bond as assurance to the Landlord that any works which may from time to time be permitted by the Landlord shall be fully completed.
- 5.5.3 Subject to the provisions of clause 5.5.2 not to make any additions or alterations to the Buildings without the consent of the Landlord such consent not to be unreasonably withheld

- 5.5.4 To remove any additional buildings additions alterations or improvements made to the Premises at the expiration of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal
- 5.5.5 Not to make connection with the Pipes that serve the Premises otherwise than in accordance with plans and specifications approved by the Landlord (such approval not to be unreasonably withheld) subject to consent to make such connection having previously been obtained from the competent statutory authority or undertaker

**Signs and Advertisement (Lease Clause 5.6):**

Not without the Landlord's prior written consent (such consent not to be unreasonably withheld) to affix to or exhibit on the outside of the Buildings or to or through any window of the Buildings nor display anywhere on the Premises any placard sign notice facia board or advertisement

**Statutory Obligations (Lease Clause 5.7):**

5.7.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirement of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord or the Tenant or the occupier

5.7.2 Not to do in or near the Premises any act or thing by reasons of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes (already or in the future to be passed) and any other obligations imposed by law or by any byelaws (whether currently applicable or which will be applicable in the future) applicable to the Premises or the use to which they are put from time to time

**Landlord's Costs (Lease Clause 5.11):**

To pay to the Landlord on demand and on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly and reasonably incurred by the Landlord in relation to or incidental to:

5.11.1 every application made by the Tenant for a consent or licence granted by the provisions of this Lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn

5.11.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

5.11.3 the recovery or attempted recovery of arrears of Rent or other sums due from the Tenant and

5.11.4 any steps taken in contemplation of or in direct connection with the preparation and service of a schedule of dilapidations during or after the expiration of the Term

5.11.5 the remedying of any breach or covenant on the part of the Tenant (or any person deriving title under the Tenant) contained in this Lease

**Yield Up (Lease Clause 5.17):**

At the expiration of the Term:

5.17.1 top yield up the Premises in good and substantial repair and in accordance with the terms of this Lease

5.17.2 to give up all keys of the Premises to the Landlord and

5.17.3 to remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal

### 3. Format of the Schedule of Dilapidations

This Schedule is intended to be compliant with the RICS Guidance Note on Dilapidations - 7th Edition, which refers to the Protocol for Claims for Damages in Relation to the Physical State of Commercial Property at the Termination of a Tenancy (the "Dilapidations Protocol") published by the Property Litigation Association and adopted into the Civil Procedure Rules.

The following Schedule contains:

- Reference to the specific clause (quoted in Section 2) under which the repairing obligation arises;
- the breach complained of; and
- the Landlord's view on the cost of the works.

The schedule contains true and independent views of TGA Building Consultancy, as appointed by the Landlord to prepare the Schedule.

An electronic copy of the schedule is available from TGA Building Consultancy. Upon receipt of this Schedule the Tenant or their appointed surveyor should respond using this schedule in the relevant columns to enable the Landlord to understand clearly the Tenant's views on each item.

#### Preambles:

1. The frontage of the premises onto New Ashby Road has been taken to be facing due south.
2. All dilapidations and wants of repair items refer to the full extent of the demise, unless specifically stated otherwise.
3. All repairs to match the original where appropriate.
4. All decorative colours to be to Landlord's approval.
5. The premises comprise 1 and 2 bedroom flats, common parts and external areas. There is a total of 14 flats, numbered 1 to 15 with no flat number 13.

#### 4. The Response

Where the Tenant remains in occupation of the property, the Tenant is to confirm its intentions as to the performance of the remedial works and to engage with the Landlord with a view to discussing the works proposed and mitigating the scope for dispute at the termination of the tenancy.

Where the Lease has expired, the Tenant must respond to the Claim.

The "Dilapidations Protocol" published by the Property Litigation Association ([www.pla.org.uk](http://www.pla.org.uk)) states that the Tenant must respond properly within a reasonable time - usually within 56 days - in sufficient detail to enable the Landlord to understand clearly the Tenant's views on each item of the claim.

The Tenant's response should take account of what remedial works the Tenant's surveyor considers are reasonably required, what amount is payable for such works and what amount is payable for the other amounts claimed. It should take account of and specify what the Tenant's surveyor believes to be the Landlord's intentions for the property at or shortly after the termination of the Lease, giving particulars as appropriate.

The "Dilapidations Protocol" as published by the Property Litigation Association encourages the parties' professional advisers to meet, preferably that they meet before the Tenant responds and generally that they must meet within 28 days of the Tenant's response.



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5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
Internally						
1	5.4.1	<p>Damaged and defective items throughout the demise, including:</p> <p>Flat 1 - loose panels to base of shower enclosure and impact damaged plaster behind bedroom door.</p> <p>Flat 2 - inside face of bedroom door along top edge, dripping shower mixing valve/connection, loose underside panel/cover to cooker hood extract and loose hot tap to kitchen sink.</p> <p>Flat 3 - water damaged wall finish at mid-height adjacent to shower and surface pen marks to inside face of living room door.</p>	<p>Repair all damaged and defective doors, ironmongery, finishes, enclosures/casings, plumbing, plaster and finishes.</p>			

<p>1 (Cont'd)</p>	<p>5.4.1</p>	<p>Flat 4 - loose ceiling surround to boiler flue, damaged plaster to left-hand window reveal within single bedroom.</p> <p>Flat 5 - Loose door levers to bedroom door, cracked/loose plaster within bathroom adjacent to door and loose hinge /adjacent plaster damage to entrance door.</p> <p>Flat 6 - damp/blistering finishes to base of hall wall (adjacent to shower) and hole in ceiling where previous flue removed and infill fallen loose.</p> <p>Flat 7 - loose WC pan, damp affected plaster to head of window and at low level within living room (adjacent to wash basin), and surface damage to top of inside face of living room door.</p> <p>Flat 8 - leak to shower enclosure resulting in damp affected plaster to right of shower and damp staining to Flat 9.</p>									
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5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
1 (Cont'd)	5.4.1	<p>Flat 9 - damp affected plaster finishes within hall (adjacent to shower of Flat 8) and to ceiling within kitchen/living room (ingress within void from flat above). Surface damage to inside face of bedroom 2 door.</p> <p>Flat 10 - loose WC pan, leak to bottom corner of shower enclosure and water staining from ingress within void to hall ceiling.</p> <p>Flat 11 - lifting edges to floor vinyl within bathroom, vertical crack to plaster finish at SW corner of bathroom and damp affected ceiling to NW corner of kitchen.</p> <p>Flat 12 - loose WC pan and cracked plaster finishes to head of window in Bedroom 2.</p>				



5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
1 (Cont'd)	5.4.1	<p>Flat 14 - vertical plaster crack to left of entrance door and vertical cracks to finishes within SE and SW corners of living room.</p> <p>Flat 15 - vertical plaster cracks to right of entrance door and around hall window, impact damage to wall behind living room door and damp affected plaster within hall (adjacent to shower enclosure).</p> <p>Common Parts - damp affected plaster to second floor (adjacent to shower of Flat 14) and impact damage to low level plaster adjacent to second floor door onto staircase.</p>				

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5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
2	5.4.2	<p>Damaged and defective or missing items requiring replacement, including:</p> <p>Flat 1 - missing cover to ceiling extractor fan within bathroom.</p> <p>Flat 2 - damaged bathroom door and surround/adjacent skirting section to base of shower enclosure. Defective sealant to perimeter of bathroom vinyl flooring.</p> <p>Flat 3 - damaged doors to bedroom 1 and bathroom, 2no. cracked kitchen splashback tiles, missing tiles/open top to boiler pipework enclosure, damaged section of worktop to left of cooker and damaged laminate to kitchen drawer units.</p>	<p>Replace all damaged, defective and missing items to match existing.</p>			

5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
2 (Cont'd)	5.4.2	<p>Flat 5 - damaged section of worktop behind kitchen sink.</p> <p>Flat 6 - water damaged skirting adjacent to shower enclosure and damaged laminate to kitchen drawer units.</p> <p>Flat 7 - stained and lifting vinyl sheet flooring within bathroom and heavily stained sheet carpet within living room.</p> <p>Flat 10 - damaged door to bedroom 2, failed double glazing pane to central window of bedroom 1 and damaged laminate to kitchen drawer/base units.</p> <p>Flat 11 - cracked and debonded tiles to kitchen splashback and behind cooker. Damaged door to kitchen/living room.</p>				

5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
2 (Cont'd)	5.4.2	Flat 12 - damaged door to living room and burn-marked carpet within bedroom 1.  Flat 14 - damaged door to bathroom cupboard, heavily worn vinyl and carpet floor finishes within bathroom, living room and bedroom 1, failed double glazing pane to left opening casement within bedroom 2.				
3	5.4.3	Premises requires cleaning throughout, including but not limited to: <ul style="list-style-type: none"> <li>All carpet and vinyl floor finishes to remove dirt and surface marks</li> </ul>	Thoroughly clean all areas throughout the demise.			

5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
3 (Cont'd)	5.4.3	<ul style="list-style-type: none"> <li>Shower trays, shower heads, wash basins, sinks, taps and WCs to remove limescale and other staining</li> <li>Window frames, casements and window boards to remove condensation staining and mould growth</li> <li>Cooker hood extracts</li> <li>Bathroom extracts</li> <li>Shower enclosure tiles, grouting, silicone and adjacent wall/ceiling areas affected by condensation staining and mould growth.</li> </ul>				



5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
4	5.4.9	Premises to be redecorated in the last year of the Term - previously or usually decorated items including walls, ceilings, window boards, door frames and architraves, skirtings, boxings, radiators and exposed pipework, staircase balustrades, handrails and stair strings.	Redecorate all previously decorated items in a good and workmanlike manner to the reasonable satisfaction of the Surveyor.			
5	5.5.4	Tenant's fixtures and fittings within the premises, including but not limited to all loose furniture, appliances, and shelving, together with the following: <ul style="list-style-type: none"> <li>• Notice boards, letter cupboards and signage within common parts</li> <li>• Full height 'chalk board' adhesive sheet to outer face of bathroom door within Flat 4</li> </ul>	Remove all tenant items and make good surrounding retained surfaces/finishes.			

5. Terminal Schedule of Dilapidations and Wants of Repair					
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COSTS
6	5.7 5.13	Gas boilers, electrical systems, fire alarm and emergency lighting to be periodically inspected, tested and certified.	Provide suitable up to date copies of certification for relevant services installations to demonstrate compliance.		
<b>Externally</b>					
7	5.4.1	Vertical hairline crack to east elevation of Flats 7-15, from 3 courses above ground level extending up through bricks to approx. 2m.	Carefully cut out and replace cracked bricks and repoint mortar joints to match existing.		
8	5.4.1	Cover panel to door entry system of Flats 7-15 taped in position.	Remove tape and repair/securely fix panel. Leave door entry system fully operational.		
9	5.4.1	Defective section of tarmac centrally to driveway adjacent to east elevation of Flats 1-6.	Cut out and replace defective asphalt to finish flush with surrounding surfaces.		
10	5.4.1	Defective and missing lamp sections to 5no. bollard lights.	Reinstate external bollard lighting and leave fully operational.		

5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
11	5.4.2	Impact damage to external galvanised railings adjacent to Flats 1-6 main entrance, comprising 1no. 500mm panel, 4no. 2m panels, 1no. 1m panel and 5no. support posts.	Remove and dispose from site damaged railings and posts. Supply and install new railings and posts to match existing, make good surrounding surfaces.			
12	5.4.1 5.4.3	Rainwater goods contain leaf fall and some weed growth. Evidence of isolated leaking connections.	Thoroughly clean all rainwater goods to remove leaf fall, weed growth and ensure any blockages to downpipes are cleared. Repair defective connections and leave all rainwater goods free-flowing and watertight.			
13	5.4.3	Graffiti damage to part west elevation of Flats 7-15 and south elevation of adjoining bike store.	Undertake specialist cleaning to remove all graffiti damage.			

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5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
14	5.4.3 5.4.4	Dirt staining to external hardstandings, including concrete paving slabs around perimeter of both blocks, tarmacadam driveway and block paviour parking bays. Areas of weed/moss growth and encroachment of grass to sections of footpath, driveway and parking bays.	Clean and remove plant growth/encroachment to all hardstandings within the curtilage of the demise.			
15	5.4.9	Premises to be redecorated in the last year of the Term - previously or usually decorated items including stained timber eaves and soffits, and external doors, frames and thresholds.	Redecorate all previously decorated items in a good and workmanlike manner to the reasonable satisfaction of the Surveyor.			

5. Terminal Schedule of Dilapidations and Wants of Repair						
ITEM	COVENANT (Lease Clause)	BREACH	REMEDY	LANDLORD'S COSTS	TENANT'S COMMENTS	TENANT'S COSTS
16	5.5.4	Tenant's fixtures and fittings externally to the premises, including: <ul style="list-style-type: none"> <li>• Satellite dishes</li> <li>• CCTV cameras, motion sensors and sounders</li> <li>• Associated brackets, fixings and cabling.</li> </ul>	Remove all tenant items and make good surrounding retained surfaces/finishes.			
17	5.17.3	University signage fixed to north and east elevations of Flats 7-15.	Remove signage, dispose from site and make good surrounding surfaces/finishes.			
<b>Total Budget Estimate</b>				<b>£72,500</b>		

## 6. Claim Summary

6.1	Estimated Cost of Work	£	72,500
	Main Contractor's Preliminaries, Overhead and Profit at 20%	£	14,500
	<b>Sub Total</b>	£	<b>87,000</b>
6.2	Professional Fees		
	Preparation of Schedule	£	3,750
	Negotiation/Settlement of Claim based on Director hourly rate of £150 (estimate)	£	2,250
	Contract Administration of works on behalf of Landlord, specification/tender and monitoring of works (including allowance for other professional fees such as Mechanical and Electrical Consultant)	£	10,440
	Principal Designer's duties under Construction (Design and Management) Regulations 2015	£	1,950
	<b>Sub Total</b>	£	<b>105,390</b>
6.3	Solicitor's Costs - legal fees which may be incurred by the Lessor incidental to the service and settlement of the claim (estimate)	£	1,000
6.4	Consultant and Contractors - For additional specialist investigative works if deemed necessary	TBC	
6.5	Loss of Rent - During the time taken to prepare a specification, tender, appoint, mobilise, set up site, complete the works and clear site @ 13 weeks	TBC	
6.6	Other MESNE profits - Insurance of building during loss of rent period	TBC	
6.7	VAT at 20%	TBC	
6.8	<b>TOTAL INCLUDING VAT</b>	£	<b>106,390</b>



## 7. Statement of Quantified Demand

- 7.1 The Landlord: Leagueframe Limited (formerly P E Downes Limited)
- 7.2 VAT Status: TBC
- 7.3 The Tenant: Loughborough University
- 7.4 Summary of Facts: The Tenant entered into a lease dated 9 October 1988 expiring on 30 September 2019 wherein contained covenants to repair, reinstate, clean, decorate and yield up the premises. At the time of inspection, the Tenant has failed to comply with these covenants and the Landlord has therefore caused a Schedule of Dilapidations to be prepared.
- 7.5 The Schedule: As attached hereto.
- 7.6 Summary of Claim: Total Claim (as per the attached Claim Summary) £106,390.
- 7.7 Meetings: It is hereby confirmed that the Landlord and/or its professional advisors will attend a meeting or meetings as proposed under Section 7 of the Protocol.
- 7.8 Response: It is hereby requested that the Tenant and/or its professional advisors should respond to this Claim within a reasonable time being no more than 56 days from the date of this Claim.
- 7.9 Surveyor's Endorsement: I, Mr K R Weston BSc (Hons) MRICS, for and on behalf of TGA Building Consultancy, confirm that in my opinion:  
a) All the works set out in the attached Schedule are reasonably required to remedy the breaches complained of;  
b) Full account has been taken of the Landlord's intentions for the property, as advised by the landlord; and  
c) The cost estimates are reasonable.

Signed: *[DRAFT FOR LANDLORD INITIAL DISCUSSION WITH TENANT]*

Date: 31 January 2019