

Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees).

Applications should be sent as a Microsoft Word document by **email** to the relevant regional tribunal address shown in the Annex to this form. You must also send by email **the documents listed in section 13 of this form**. If you cannot access email or find someone to assist you in lodging your application by email, then a paper application will be acceptable although there may be a delay in dealing with this. Sending an application on paper will not be suitable in urgent cases.

You can now pay the **the fee (if applicable) by an on-line banking payment or by cheque/postal order enclosed with the application form.**

If you want to be sent online banking payment details by email, please tick this box

Please make sure a copy of the application is served on the other party/parties to the application. If you are unable to serve a copy on the other party/parties, please bring this to the tribunal's attention in the covering email or if sending by post in a covering letter.

Please do not send any other documents. When further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use please contact the appropriate regional office.

If you are completing this form by hand please use **BLOCK CAPITAL LETTERS**.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name: Poplar Housing and Regeneration Community Association Limited
("Poplar HARCA")

Capacity: Freehold owner of various properties and landlord

Address (including postcode):

Poplar Housing and Regeneration Community Association Limited
155 East India Dock Road, London, E14 6DA

Address for correspondence (if different from above):

Roythornes Limited,
1 Newhall Street, Birmingham, B3 3NH

Telephone:

Day: 0121 803 6848 Evening: Mobile:

Email address: DanielSkinner@roythornes.co.uk Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name: Roythornes Limited

Reference no. (if any) DZS/POP0023-0272

Address (including postcode):

Roythornes Limited,
1 Newhall Street,
Birmingham, B3 3NH

Telephone:

Day: 0121 803 6848 Mobile:

Email address: DanielSkinner@roythornes.co.uk Fax:

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

Various properties in London borough of Tower Hamlets. Please see attached Appendix being a Schedule of Leasehold Properties. The application relates to various leasehold properties in different blocks of flats.

4. BRIEF DESCRIPTION OF BUILDING (e.g.2 bedroom flat in purpose built block of 12 flats)

Various leasehold blocks of flats.. Please see attached addresses in attached Schedule.

3. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord’s managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name:

Capacity

Address (including postcode):

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day: Evening: Mobile:

Email address: Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day: Evening: Mobile:

Email address: Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of Secretary

N/A

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email address:

Fax:

7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

Yes No

If Yes, have the works started/been carried out?

Yes No

Does the application concern a qualifying long-term agreement?

Yes No

If Yes, has the agreement already been entered into?

Yes No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled '**GROUND FOR SEEKING DISPENSATION**'

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

Yes No

If Yes, please give details

Case reference: LON/00BG/LDC/2011/0021 relates to an application for dispensation in respect of the same landlord and properties where dispensation was granted in respect of the electricity supply contract.

Case reference: LON/00BG/LSC/2012/0014 relates to the same landlord and properties where an application of dispensation was granted in respect of a gas supply contract.

Case reference: LON/00BG/LDC/2013/0122 relates to the same landlord and her properties where an application for dispensation was granted in respect of gas and electricity supply contract.

Case reference: LON/00BG/LDC/2016/0122 relates to the same landlord and properties where an application for dispensation was granted in respect of a gas and electricity supply contract.

Case Reference: LON/00BG/LDC/2020/0026 relates to an application for dispensation in respect of the same

landlord and properties where dispensation was granted in respect of gas and electricity contract.

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate. Yes No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case. Fast Track Standard Track

Is there any special reason for urgency in this case? Yes No

If Yes, please explain how urgent it is and why:

By the end of September 2023 the applicant needs to reprocur their communal gas and electricity provider. Allocating the matter to the fast track will ensure that the application for dispensation can be dealt with by the due contractual deadline. In addition, it is difficult for landlords to procure gas and electricity contracts over a long period of time where suppliers will not hold prices.

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

N/A

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

13. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done. Please ensure that the following are enclosed with your application and tick the appropriate box to confirm:

A copy of the lease(s).

A statement that service charge payers have been named as respondents or a list of names and addressess of service charge payers

EITHER

A crossed cheque or postal order made out to HM Courts and Tribunal Service for the application fee of £100 (if applicable) is enclosed. **Please write your name and address on the back of the cheque or postal order. Please also send a paper copy of your application with your cheque or postal order, regardless of whether you have already emailed the application.**

OR

You have ticked the box at the top of this form to say you want the relevant regional tribunal office to send you details on how to pay the application fee of £100 by on-line banking. **The unique payment reference the tribunal office supplies MUST be used when making your on-line banking payment.**

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed: _____ **Dated:** 11 August 2023

GROUNDINGS FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The applicant intends to enter into a long-term contract for the supply of gas to Camille Boilers from September 2023. The cost of the same would be payable by approximately 200 various service charge payers.

Gas is used to provide central heating and hot water. The applicant is obliged to supply the same under the terms of the lease. By entering into a long-term fixed contract the applicant is able to obtain a more competitive rate than if they proceeded on a pay as you go basis. Prices available on a long-term agreement are substantially better than currently available on a pay as you go basis. The applicant believes that it is in the best interest of its residents to enter into the agreement.

Pricing for gas is very volatile with prices changing almost on an hourly basis. Entering into a long-term agreement also enables the residents to take advantage of economies of scale.

The applicant will use a procurement framework that complies with all of the statutory regulations so as to enable it to source goods and services at better price and avoid paying fees to private organisations.

If however the applicant followed the statutory Section 20 consultation procedure the timescale involved on a standstill period would make it impossible to enter such a contract. The energy market does not operate in such a way and bids are requested and contracts signed within a 24 hour period. Thus it is best to use a third party intermediary.

The cost per leaseholder would likely exceed £100.00 per annum and such a contract will be a qualifying long-term agreement.

Failure to enter into a new contract would mean that the price payable for service charges would increase substantially.

In relation to electricity the applicant intends to enter into a contract for the supply of...

2. Describe the consultation that has been carried out or is proposed to be carried out.

The applicant has served notice of intention on all of the relevant leaseholders. A copy of that notice is attached as Appendix C along with the covering letter.

The applicant will notify all residents of the chosen supplier the length of term, prices and reasons for

selecting that contractor as soon as possible after the terms have been agreed.

3. Explain why you seek dispensation of all or any of the consultation requirements.

Schedule 2 of The Service Charges (Consultation Requirements) (England) Regulations 2003 sets out what would normally be required for a contract of this nature. It requires the initial list of intention to be sent out to each tenant and any recognized resident association. It allows for a period of 30 days for tenants to make observations. The applicant would normally not be able to enter into a contract without having regard to any observations made within that period.

Because of the way in which energy is procured the applicant only has a very small period in which to accept a price offered. Often this is less than a day. Suppliers of gas are unwilling to hold open price offers for any longer than that.

As such it is not possible to offer a first day consultation period. The applicant therefore seeks dispensation from all of the requirements under section 20 Landlord and Tenant Act 1985 in respect of the supplier of gas.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491

Fax: 01264 785 128

Email address: RPNorthern@justice.gov.uk

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888

Fax: 01264 785 122

Email address: RPMidland@justice.gov.uk

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524

Fax: 01264 785 129

Email address: RPEastern@justice.gov.uk

DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394

Fax: 0870 7395 900

Email address: RPSouthern@justice.gov.uk

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

Email address: London.RAP@justice.gov.uk

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

TYPE 1 MODEL LEASE

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

LEASE PURSUANT TO
PART V OF THE HOUSING ACT 1985 (AS AMENDED) AS APPLIED BY
[THE HOUSING (PRESERVATION OF RIGHT TO BUY) REGULATIONS 1993]
OR
[THE HOUSING ACT RIGHT TO ACQUIRE REGULATIONS 1997 AMENDED BY THE
HOUSING ACT 2004]

PRESCRIBED CLAUSES

LR1. Date of Lease	
LR2. Title Number(s)	LR2.1 Landlord's title number(s) [Insert Poplar's title number] LR2.2 Other title number(s)
LR3. Parties to this lease	Landlord POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED of 167a East India Dock Road London E14 0EA ('the Lessors') Tenant [insert name and address of Tenant(s)] ('the Lessee') <i>Other parties</i> None

<p>LR4. Property</p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail</p> <p>The premises as specified in this lease at Paragraph 3 of the Particulars and defined “the Demised Premises”</p>
<p>LR5 Prescribed Statements</p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>The land demised is held by or in trust for a charity by the Lessors and the charity is not an exempt charity and the Lease is one falling within paragraph (a) of Section 36(9) of the Charities Act 1993</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Leasehold Reform Act 1967</p> <p>Housing Act 1985</p> <p>Housing Act 1988</p> <p>Housing Act 1996 [Strike through if not Right to Acquire]</p>
<p>LR6. Term for which the Property is leased</p>	<p>The term as specified in this lease at paragraph 8 of the Particulars</p>

LR7. Premium	(A) Premium £[] (B) Discount £ [] (c) Discount [Insert Percentage] %
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of Acquisition	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease Schedule 6 Clause 2.1.2
LR10 Restrictive Covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property The easements as specified in the Second Schedule LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property The easements as specified in the Third Schedule
LR12. Estate rentcharge burdening the Property	Nil

<p>LR13. Application for standard form of restriction</p>	<p>The parties to this lease apply to enter the following standard form of Restriction against the title of the Demised Premises:-</p> <p>“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the estate registered under title number [insert Poplar’s title number] or, if appropriate, signed on such proprietor’s behalf by its secretary or conveyancer”</p>
<p>LR14. Declaration of Trust where there is more than one person comprising the Tenant.</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements</p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>

LEASE PARTICULARS ('the Particulars')

1. **LESSORS** Poplar Housing and Regeneration Community Association Limited of 167A East India Dock Road London E14 0EA

2. **LESSEE** [Insert Buyer's name(s)] whose address is the Demised Premises

3. **DEMISED PREMISES** All that [] floor premises [(with balcony)] known as [insert address]

4. **BUILDING** All that block known as []

5. **(A) Premium** £[]
(B) Discount £[]
(C) Discount % [] %

6. **RENT** Ten pounds (£10.00) per annum

7. **RENT PAYMENT DATE** The first day of April in every year of the Term

8. **TERM** One hundred and twenty five years from the date hereof

9. **CERTIFICATE OF VALUE AMOUNT** £125,000.00
£250,000.00
£500,000.00

10. **RECITAL OF LESSOR'S TITLE** The Lessor's Title is [Freehold] and is registered at HM Land Registry with [Absolute Title] under Title Number []

THIS LEASE is made on the date stated in clause LR1. BETWEEN the Lessors of the one part and the Lessee of the other part

NOW THIS DEED WITNESSETH as follows:-

1. Definitions

In this Deed the following expressions have where the context so admits or requires the following respectively:-

- 1.1. **"the Accounting Period"** shall mean a period commencing on the First day of April and ending on the Thirty first day of March in any year
- 1.2. **"the Annual Rent"** means the annual rent specified in Paragraph 6 of the Particulars
- 1.3. **"the Building"** means the buildings of which the Demised Premises form part and specified in Paragraph 4 of the Particulars
- 1.4. **"the Common Parts"** means all main entrances passages landings staircases (internal and external) gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means of refuse disposal (if any) and other areas included in the Title above referred to or comprising part of the Lessors' Housing Estate and of which the Building forms part provided by the Lessors for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Lessors are entitled to the reversion
- 1.5. **"the Demised Premises"** means the flat referred to in Paragraph 3 of the Particulars and more fully described in the First Schedule hereto
- 1.6. **"the Excepted Rights"** means the easements rights and privileges specified in the Third Schedule hereto
- 1.7. **"the Flat Owners"** means the lessees and their successors in title of the other flats comprised in the Building who may from time to time hold the same upon terms substantially similar to those herein contained (save as to the matters set out in the Particulars)
- 1.8. **"the Housing Act"** means the Housing Act 1985 Part V as:-
- 1.8.1 (if clause LR5.2 of the Prescribed Clauses refers to the Housing Act 1996) amended by the Housing (Right to Acquire) Regulations 1997 and the Housing Act 1996
- 1.8.2 (if clause LR5.2 of the Prescribed Clauses does not refer to the Housing Act 1996) applied by the Housing (Preservation of Right to Buy) Regulations 1993
- 1.9. **"the Included Rights"** means the easements rights and privileges specified in the Second Schedule hereto
- 1.10. **"the Lessee"** includes the successors in title of the Lessee
- 1.11. **"the Lessors' Housing Estate"** means the property comprised in title number stated in paragraph 10 of the particulars

- 1.12. "the Lessors" includes the successors in title of the Lessors
- 1.13. "the Notice" means the Section 125 Notice annexed to this Lease
- 1.14. "the Premium" means the sum of money specified in Paragraph 5 of the Particulars
- 1.15. "the Term" means the term of years specified in paragraph 8 of the Particulars

2. Demise & Rent.

IN consideration of the Premium paid to the Lessors by the Lessee on or before the execution hereof (the receipt whereof the Lessors hereby acknowledge) and of the respective rents and the covenants hereinafter reserved and contained the Lessors pursuant to the powers contained in the Housing Act HEREBY DEMISE unto the Lessee with full title guarantee the Demised Premises TOGETHER WITH the Included Rights but EXCEPT AND RESERVING unto the Lessors and the Flat Owners the Excepted Rights TO HOLD the Demise unto the Lessee for the Term (subject to the burden of the covenants or agreements already entered into by the Lessors with the Flat Owners for the observance of the Regulations set out in the Fourth Schedule hereto) YIELDING AND PAYING therefor yearly during the Term the Annual Rent in advance on the Rent Payment Date shown in the Particulars free of all deductions whatsoever the first payment (being a proportionate part of the Annual Rent calculated from the date hereof to the day for payment of rent next following) to be made on the execution hereof

3. Lessee`s Covenants.

THE LESSEE HEREBY COVENANTS with the Lessors as follows:-

3.1. To Pay Rents

To pay the rents hereby reserved at the times and in manner provided without any deduction

3.2. To Pay Outgoings

To pay all rates taxes duties assessments charges Outgoings impositions and outgoings which may now or at any time be assessed charged or imposed upon the Demised Premises or any part thereof or the owner or occupier in respect thereof

3.3. To Permit Access

To permit the Lessors and their duly authorised Entry surveyors or agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state of repair thereof

3.4. To Repair

In accordance with the Lessee`s covenants hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Lessors to the Lessee within two calendar months next after the giving of such notice

3.5. *No Alterations Without Consent*

Not at any time during the Term to make any alteration in or additions to the Demised Premises or any part thereof or to cut maim alter or injure any of the walls or timbers thereof or to alter the landlords' fixtures without first having made a written application (accompanied by all relevant plans and specifications) in respect thereof to the Lessors and secondly having received the written consent of the Lessors thereto such work to be completed to the satisfaction of the Lessors

3.6. *Right of Entry in case of Disrepair*

If at any time during the Term the Lessee shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Lessors at all reasonable times during the said term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Lessee (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Lessors on demand the cost of such repair decoration maintenance or reinstatement (including any solicitors' counsels' and surveyors' costs and fees reasonably incurred by the Lessors in respect thereof) such cost to be recoverable by the Lessors as if the same were rent in arrear

3.7. *Assignment*

Not at any time to assign sublet or underlet for a period exceeding twelve months or part with possession of the whole or part of the Demised Premises or permit or suffer the same to be done unless there shall previously have been executed at the expense of the Lessee and delivered to the Lessors for retention by them a Deed expressed to be made between the Lessors of the first part the Lessee of the second part and the person or persons to whom it is proposed to assign sublet or part with possession as aforesaid of the third part whereby the person to whom it is proposed to assign sublet or part with possession shall have covenanted directly with the Lessors to observe and perform the covenants on the part of the Lessee herein contained including the covenant contained in this sub clause but excluding in the case of a subletting the covenant to pay the rents hereby reserved Provided Always that the Lessors shall not themselves be required to execute such a Deed

3.8. *Registration of Assignment*

Within four weeks after any transfer assignment subletting charging or parting with possession (whether mediate or immediate) or devolution of the Demised Premises to give notice in writing of such transfer assignment subletting charging parting with possession or devolution and of the name and address and description of the assignee sub-lessee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Lessors or their Solicitors within such time as aforesaid a certified copy of every instrument of transfer assignment subletting charging or devolution and every probate letters of administration order of the Court or other instrument effecting or evidencing the same and to pay to the Lessors a fee of fifty pounds (or other such sum as shall from time to time be determined by the Lessors in respect of each such document or instrument so produced) for the registration of every such notice together with any Value Added Tax payable thereon at the current rate for the time being in force

3.9. *Costs of Notices Under Section 146 and Section 146*

To pay to the Lessors all costs charges and expenses including solicitors' counsels' and Surveyors' costs and fees at any time during the said term incurred by the Lessors in or in contemplation of any proceedings in respect of this Lease under Sections 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in

particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said sections and of and incidental to the inspection of the Demised Premises and the drawing up of Schedules of Dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

3.10. Notices

Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any subtenant or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require the Lessee so to do to comply therewith at the Lessee's own expense without prejudice to the Lessee's right of appeal and forthwith to deliver to the Lessors a true copy of such notice order direction or other thing and if so required by the Lessors to join with the Lessors in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Building as the Lessors may consider desirable and to join with the Lessors in any such appeal or application to the Court against such notice order direction or other thing as the Lessors may consider desirable

3.11. Planning Requirements

Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the any planning or environmental legislation including (without prejudice to the generality of the foregoing) the Town and Country Planning Act 1990 and any legislation amending replacing re-enacting or consolidating the same or carry out any development as defined by the said Act or any enactment amending or replacing the same and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof

3.12. To Comply With Statutes

To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Demised Premises (whether the same are to be complied with by the Lessors the Lessee or the occupier) and forthwith to give notice in writing to the Lessors of the giving of such order direction or requirement as aforesaid and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof

3.13. To Yield Up

At the expiration or sooner determination of the Term quietly to yield up unto the Lessors the Demised Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Lessee's fixtures) in or upon or which during the said term may be placed in or upon the same

4. Lessee`s Covenants

THE LESSEE HEREBY COVENANTS with the Lessors and with and for the benefit of the Flat Owners that throughout the term the Lessee will:-

4.1. *Repair*

Repair maintain renew uphold and keep the Demised Premises and all parts thereof including so far as the same form part of or are within the Demised Premises all windows glass and doors (including the entrance door to the Demised Premises) locks fastenings and hinges sanitary water gas and electrical apparatus and walls and ceilings drains pipes wires and cables and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Lessors are entitled to claim under any policy of insurance maintained by the Lessors in accordance with their covenant in that behalf hereinafter contained except in so far as such policy may have been vitiated by the act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors

4.2. *Decoration*

In every fifth year calculated from the date specified in Paragraph 8 of the Particulars and in the last year of the Term (howsoever determined) to paint twice with good quality paint and paper varnish colour grain and whitewash all the inside parts of the Demised Premises respectively usually painted papered varnished coloured grained and whitewashed

4.3. *Repairs To Other Flats*

Permit the Lessors and each Flat Owner with or without workmen and all other persons authorised by any of them at all reasonable times by appointment (but at any time in case of emergency) during the Term to enter into and upon the Demised Premises or any part thereof for the purpose of repairing or altering any part of the Building or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition the Common Parts and all roofs foundations damp courses tanks sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Building or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes the Lessors or the Flat Owner so entering or authorising entry (as the case may be) carrying out all such works as quickly as possible and making good all damage occasioned to the Demised Premises and the contents thereof

4.4. *To Pay Service Charge*

Pay the Interim Charge and the Service Charge at the times and in the manner provided in the Fifth Schedule hereto both such Charges to be recoverable in default as rent in arrear

4.5. *Regulations*

Observe and perform the regulations in the Fourth Schedule hereto PROVIDED that the Lessors reserve the right to modify or waive such regulations in their absolute discretion

4.6. *Covenants Noted In Register of Lessors Title*

To observe and perform by way of indemnity only the restrictive covenants (if any) set out or referred to in the Charges Register of the Title above referred to insofar as they relate to

the Demised Premises

5. Lessors' Covenants

THE Lessors with the intent to bind themselves and their successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not to bind themselves after they shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANT with the Lessee as follows:-

5.1. *Quiet Enjoyment*

That the Lessee paying the respective rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall peaceably hold and enjoy the Demised Premises (subject to the Excepted Rights) during the Term without any lawful interruption by the Lessors or any person lawfully claiming under or in trust for the Lessors

5.2. *Terms of Other Leases*

That every lease or tenancy agreement of a flat in the Building hereto before or hereafter granted by the Lessors contains or as the case may be shall contain regulations to be observed by the Lessee thereof in similar terms as those contained in the Fourth Schedule substantially hereto and also covenants of a similar nature to those contained in Clause 4 of this Lease

5.3. *To Observe Regulations*

As to the parts of the Building retained by the Lessors or which may come into the possession of the Lessors by the determination or expiration of the lease or tenancy of any part of the Building at all times during the Term to observe and perform the regulations specified in the Fourth Schedule hereto

5.4. *To Enforce Covenants*

At the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessors on a complete indemnity basis to enforce any covenants entered into with the Lessors by a tenant of any flat in the Building of a similar nature to those contained in Clause 4 of this Lease

5.5. *Expenditure of Service Charge*

Subject to and conditional upon payment being made by the Lessee of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:-

5.5.1. To maintain and keep in good and substantial repair and condition:

5.5.1.1. The main structure of the Building including the principal internal timbers and the exterior walls and the foundations and the roof thereof with its main water tanks main drains gutters and external rain water pipes (other than those included in this demise or in the demise of any other flat in the Building)

5.5.1.2. all such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Lessee in common with the owners or tenants of the other flats in the Building

5.5.1.3. the Common Parts

- 5.5.1.4. the boundary walls and fences of the Building
- 5.5.1.5. the flat or flats or accommodation whether in the Building or not which are occupied or used by any caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5.5.6 hereof
- 5.5.1.6. all other parts of the Building not included in this sub-paragraphs 5.5.1 not included in this demise not included in the demise of any other flat or part of the Building and not let or intended for letting
- 5.5.2. As and when the Lessors shall deem necessary
 - 5.5.2.1. to paint the whole of the outside wood iron and other work of the Building and of the Lessor's Housing Estate usually painted and grain and varnish such external parts as have been or as are usually grained and varnished
 - 5.5.2.2. to paint varnish colour grain and whitewash such of the interior parts of the Building and of the Lessor's Housing Estate as have been or are usually painted papered coloured grained and whitewashed (other than those parts which are included in this demise or in the demise of any other flat in the Building)
 - 5.5.2.3. to paint paper varnish colour grain and whitewash such of the parts of any flat or flats or accommodation occupied or used by any caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5.5.6 hereof as have been or as are usually painted papered varnished coloured grained and whitewashed
 - 5.5.2.4. To maintain and keep in good and substantial repair and condition such of the Lessor's Housing Estate (including its boundary walls and fences) as is neither:-
 - 5.5.2.4.1. subject to such obligation elsewhere in this Lease no
 - 5.5.2.4.2. included in any demise or let or intended to be let
- 5.5.3.
 - 5.5.3.1. to insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors) against loss or damage by (a) fire, explosion, lightning, thunderbolt, earthquake, riot, malicious damage, aircraft and other aerial devices, storm and flood, bursting, leaking or overflowing of water apparatus including washing machines, falling trees or part thereof, theft or attempted theft, impact by vehicles or animals, collapse resulting from subsidence, ground heave or land slip of the site, leakage of oil from fixed domestic heating installations, breakage or collapse of T.V. and radio aerials(b) breakage of fixed glass and sanitary fittings; (c) accidental damage to underground services; (d) loss of rent and cost of alternative accommodation up to 10% of the sum insured; (e) house owners liability for accidents caused to the public up to £500,000 or such other sum as the Lessors may from time to time think fit and such other risks (if any) as the Lessors think fit in some insurance office of repute in the full reinstatement value thereof including an amount to cover professional fees including architects and surveyors fees, cost of debris removal and additional costs of complying with statutory building regulations; and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Lessors against such risks as are usually covered by a Flat Owners' Comprehensive Policy and to insure against third party claims made against the Lessors in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed and to make good any deficiency in the reinstatement or rebuilding costs from its own monies subject to the Lessors at all times being able to obtain all necessary licenses consents and

permissions from all relevant authorities in this respect PROVIDED ALWAYS that if for any reason other than default of the Lessors the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Lessors shall stand possessed of all moneys paid to them under and by virtue of the policies of insurance hereinbefore required to be maintained upon trust to pay to the Lessee such proportion (if any) of the said moneys as may be agreed in writing between the Lessors and the Lessee or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Lessors or the Lessee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessors and the Lessee in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an Arbitrator in accordance with the Arbitration Act 1996 as amended

- 5.5.3.2. To produce at the Lessee's request a summary of the policy of such insurance and a confirmation of payment of the last premium due in respect of the same together with a certificate of insurance noting thereupon the Lessee's interest in the Demised Premises and that of any mortgagee of whose interest the Lessor has been requested to make note
- 5.5.4. To keep clean and in the opinion of the Lessors where appropriate lighted the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Lessors shall from time to time in their absolute discretion think fit
- 5.5.5. To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the curtilage thereof as distinct from any assessment made in respect of any flat in the Building but including the rates (including water rates) assessed on any flat or flats or accommodation whether in the Building or not which are occupied or used by any caretaker porter maintenance staff or other person employed by the Lessors in accordance with the provisions of Clause 5.5.6 hereof and also all or any other outgoings payable in respect of such accommodation
- 5.5.6. For the purpose of performing the covenants on the part of the Lessors herein contained at their discretion to employ on such terms and conditions as the Lessors shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Lessors may from time to time in their absolute discretion consider necessary and in particular to provide accommodation either in the Building or elsewhere (free from payment of rents or rates by the occupier) and any other services considered necessary by the Lessors for them whilst in the employ of the Lessors
- 5.5.7. To maintain renew or remove when required any existing central heating and hot water apparatus in the Building including the whole or any part of the Lessors' district heating system and all ancillary equipment thereto other than that contained in and solely serving the Demised Premises
- 5.5.8. To use its best endeavours to maintain at all reasonable hours through any system existing at the date hereof for the supply of hot water from a central system but not otherwise an adequate supply of hot water to the Building and during the period from the first day of October in each year to the last day of April in each succeeding year or for such other period as is deemed necessary by the Lessors to provide sufficient and adequate heat to the radiators (if any) for the time being fixed in the Demised Premises or in any other part of the Building unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of fuel or current or other cause whatsoever over which the Lessors have no control and the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular supply of

hot water or heating to the Demised Premises

5.5.9.

5.5.9.1. To employ its servants or at the Lessors' discretion a firm of managing agents to manage the Building and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Building including the cost of computing and collecting the rents in respect of the Building or any parts thereof

5.5.9.2. To employ direct or enter into contracts with all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building

5.5.10. To maintain (if and when installed by the Lessors at their discretion) a rented communal television aerial or aerials and communal satellite television equipment serving the Building and to pay all expenses in connection with the installation and maintenance thereof

5.5.11. To maintain any existing fire fighting equipment incorporated in the Building and any further fire fighting equipment and extinguishers as the Lessors may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof

5.5.12. To maintain and where necessary renew or replace any existing lift and ancillary equipment relating thereto unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of current or other cause whatsoever over which the Lessors have no control and the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular running of any such lifts and maintain insurance against risks of breakdown and third party claims in respect of the lift and lift equipment and mechanism in such amounts and on such terms as the Lessors shall from time to time think fit

5.5.13. To maintain if and when installed a rented electric porter system concierge facility closed circuit television or similar equipment serving the main entrances to the Building

5.5.14. Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessors may be considered beneficial necessary or advisable for the proper management maintenance improvement safety amenity or administration of the Building or the Lessors' Housing Estate

5.5.15. To set aside (which setting aside shall for the purposes of the Fifth Schedule hereto be deemed an item of expenditure incurred by the Lessors) such sums of money as the Lessors shall reasonably require to meet such future costs as the Lessors shall reasonably expect to incur of replacing maintaining and renewing those items which the Lessors have hereby covenanted to replace maintain or renew provided that any such sums set aside shall be credited with interest by the Lessors at a rate equal to the business premium account rate for Barclays Bank plc for amounts over £1 million for the period in question

6. Forfeiture

PROVIDED ALWAYS and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Lessee to be performed or observed then it shall be lawful for the Lessors to re-enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Demised Premises thenceforth as if this Lease had not been made and the term hereby granted shall absolutely determine but

without prejudice to any rights of action or remedy of the Lessors

7. Provisos

PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:-

- 7.1. Except so far as the same may be insured by any policy maintained under Clause 5.5.3 or Clause 5.5.13 hereof the Lessors shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessors in respect of:
- 7.1.1. any loss or inconvenience occasioned by the closing or breakdown of any lift or by the failure of power supply to the lifts or whilst any repairs are carried out thereto
- 7.1.2. any accidents that may occur to the Lessee or any other person using any lift or any interruption of any of the services hereinbefore mentioned from whatever cause beyond the Lessors` control
- 7.1.3. any damage suffered by the Lessee or any servant agent or workmen of the Lessee or any member of the Lessee`s family or any licensee of his through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof (including the Demised Premises)
- 7.1.4. any act neglect default omission misfeasance or nonfeasance of any caretaker porter or other of the Lessors` staff servants or any person acting under such caretaker porter staff or servants
- 7.1.5. any moneys held on account of the Service Charge or set aside pursuant to Clause 5.5.16 hereof which after the Lessors have parted with the reversion to the Demised Premises have been duly paid to the purchasers of the reversion or their duly authorised managing agents
- 7.2. Nothing in this Lease shall impose any obligations on the Lessors to provide or install any system or service not in existence at the date hereof
- 7.3. If the Demised Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Lessors are liable to insure under the Lessors` covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent and the Service Charge or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Lessors shall have effected any such policy of insurance as is mentioned in the Lessors` covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or of any part of such money shall be refused in consequence of any act omission or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors and any dispute or difference between the Lessors and the Lessee with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force.
- 7.4. No caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5.5.6 hereof shall be under any obligation to furnish additional attendance or make available additional services to the Lessee and in the event of such person employed as aforesaid rendering any services to the Lessee such person shall be deemed to be the servant of the Lessee for all purposes and the Lessors shall not be responsible for the manner in which such services are performed nor for any damage to the Lessee or other persons arising therefrom

7.5. That the Lessee shall take the Demised Premises in their present state and condition.

8. Service of Notices

8.1.

8.1.1. Any notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Lessee without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Lessee or other person to or upon whom it is to be given or served or is affixed or left on the Demised Premises

8.1.2. Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

8.2. Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease

8.3. Where the Lessee consists of two or more persons all covenants and agreements by and with the Lessee shall be construed as covenants and agreements by and with such persons jointly and severally

9. Lessor's Rights on Further Disposal or Dealing etc

The provisions of the Sixth Schedule apply to this lease as though set out here in full.

10. Marginal Notes

Marginal notes shall not affect the interpretation hereof

11. Payment of interest

These provisions apply if a party to the Lease does not pay money when it is due. They apply to the extent that there is no other contractual provision in writing relating to compensation for late payment.

11.1. A party who is entitled to receive payment may (but does not have to) require the party who must make that payment to pay interest

11.2. Interest will be charged on the Outstanding Payment for each day of the Period of Delay at an annual rate three percent above Base Rate

11.3. The Outstanding Payment for each day of the Period of Delay is the highest amount payable but unpaid during that day.

11.4. The Period of Delay

11.4.1. Starts on and includes the earliest day when the Outstanding Payment (or any part of it) might be payable and

11.4.2. Ends on and includes the day when all of it is actually paid

11.5. Base Rate is either

11.5.1. the base rate for the Co-operative Bank plc or

11.5.2. a reasonable rate (established by arbitration if the parties fail to agree) to replace that base rate if it ceases to be published

11.6. Interest will be calculated for each day of the Period of Delay by dividing the number of days in that period it by 366 for any days in a leap year and by 365 for all other days

12. Certificates

The provisions of the Seventh Schedule apply to this lease as though set out here in full.

IN WITNESS whereof the parties hereto have duly sealed and executed this Lease on the date specified as the Date of Lease in clause LR1.

THE FIRST SCHEDULE

The Demised Premises

The premises specified in Paragraph 3 of the Particulars as the same is shown edged red on the plan annexed hereto

Sch1.1 including

- The internal plastered coverings and plaster work of the walls bounding the Demised Premises and the glass of the windows and the internal surface of the window frames and the doors and door frames fitted in such walls (other than the external surfaces of such doors and door frames) and
- The plastered coverings and plaster work of the walls and partitions lying within the Demised Premises and the doors and door frames fitted in such walls and partitions and
- The plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards and
- All conduits which are laid in any part of the Building and serve exclusively the Demised Premises and
- All fixtures and fittings in or about the Demised Premises including any sanitary apparatus cisterns radiators tanks sewers drains pipes cables wires ducts and refuse chutes which are situate within the Building and serve solely the Demised Premises and not hereafter expressly excluded from this demise

Sch1.2 but not including:

- any part or parts of the Building (other than any conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces
- any of the main timbers and joists of the Building or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise
- Such of the window frames as are not expressly included in this demise
- any conduits in the Building which do not serve the Demised Premises exclusively

THE SECOND SCHEDULE
The Included Rights

If and so long as the Lessee shall punctually make payment of the Interim Charge and the Service Charge at the times and in the manner herein provided:

- Sch2. 1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises:-
- Sch2. 1.1. to go pass and repass on foot only over and through and along the Lessor's Housing Estate or such parts of the Common Parts (if any) coloured brown on the plan including the main entrances and the passages landings halls and staircases leading to the Demised Premises, as afford access to or egress from the Demised Premises PROVIDED ALWAYS the Lessors shall have the right to close or divert any of the Common Parts and the right to let garages or garage space (if any) subject to leaving available reasonable and sufficient means of access to and from the Demised Premises
- Sch2. 1.1.1. to pass and repass with or without private motor vehicles over any roadway serving the Building and the Demised Premises shown coloured green on the plan (if any) or otherwise serving the Lessors' Housing Estate and of which the Building forms part
- Sch2. 1.1.2. to use the gardens and pleasure ground (if any) within the curtilage of the Building subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
- Sch2. 1.1.3. to use the clothes drying areas (if any) serving the Building
- Sch2. 1.1.4. to use the dustbin areas (if any) serving the Building
- Sch2. 2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building as enjoyed at the date hereof
- Sch2. 3. The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas electricity smoke and fumes from and to the Demised Premises through the storage tanks sewers drains and watercourses cables pipes flues chimneys and wires which now are or may at any time during a period of eighty years (this being the perpetuity period for the purposes of this Deed) from the date of commencement of the term be laid in or through the Building and the Common Parts and serve the Demised Premises
- Sch2. 4. The right for the Lessee with servants workmen and others at all reasonable times upon giving three days previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building and the Common Parts for the purpose of:
- Sch2. 4.1. repairing cleansing maintaining or renewing any such storage tanks sewers drains and watercourses cables pipes flues chimneys and wires or
- Sch2. 4.2. repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises
- Sch2. Subject in either case to the Lessee causing as little disturbance as possible and making good any damage caused
- Sch2. 5. The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by a lessee of any other flat in the Building with the Lessors

similar to those contained in Clause 4 of this Lease

- Sch2. 6. The right (in common with all others entitled to the like right) to connect any wireless or television set in the Demised Premises with any aerials in the Building for the time being provided by or on behalf of the Lessors Provided that nothing herein contained shall oblige the Lessors to provide any such aerials

THE THIRD SCHEDULE

The Excepted Rights

- Sch3. 1. Easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set forth in paragraphs 2, 3 and 4 of the Second Schedule to this Lease but free from the liability to determination on non-payment of the Interim Charge and the Service Charge
- Sch3 2. Full right and liberty for the Lessors and their duly authorised surveyors or agents with or without workmen and others upon giving three days` previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Demised Premises for the purpose of carrying out any of their obligations under Clause 5.5 of this Lease provided that in doing so the Lessors shall cause as little disturbance as possible and shall make good any damage caused in the exercise of such right
- Sch3 3. The right to erect and maintain such wireless and television aerials on the roof of the Building as the Lessors may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerial or aerials through the Demised Premises provided that in doing so the Lessors shall cause as little disturbance as possible and shall make good any damage caused in the exercise of such right
- Sch3 4. Full right and liberty for the Lessors in their absolute discretion to manage or otherwise deal as they may think fit with any part of the Building or any lands or premises adjacent or near to the Building and to erect thereon any buildings whatsoever and to make any alterations and carry out any demolition works to such adjacent lands or premises or rebuilding or other works which they may think fit or desire to do whether such buildings alterations or work shall or shall not affect or diminish the light or air which may now or at any time during the Term enjoyed by the Lessee
- Sch3 5. Full right and liberty for the Lessors upon giving one year's notice to the Lessee to discontinue the supply of heat and hot water from the Lessors district heating scheme
- Sch3 6. Full right and liberty for the Lessors to substitute stop up redirect or otherwise alter any footpath or any other part of the Lessors' Housing Estate or the Common Parts over which the Lessee is hereinbefore given rights

THE FOURTH SCHEDULE

Regulations

- Sch4 1. Not at any time to use or occupy or permit the Demised Premises to be used or occupied except as a private residential flat only in the occupation of one family save that in the event of the Demised Premises being occupied by the Lessee with a lodger or lodgers to ensure that all statutory regulations and provisions relating to overcrowding are observed
- Sch4 2. Not at any time to use or permit the use of either the Demised Premises or any part thereof for business purposes
- Sch4 3. Not to do or permit or suffer in or upon the Demised Premises or any part thereof any sale or auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Lessors or the tenants of

the Lessors or the occupiers of any part of the Building or the Flat Owner or of any adjoining or neighbouring premises

- Sch4 4. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Demised Premises and to repay to the Lessors all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear
- Sch4 5. Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises and to keep all of the drains comprised within the Demised Premises free from obstruction
- Sch4 6. Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practice or permit the practising of any singing in the Demised Premises at any time so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building particularly between the hours of eleven p.m. and eight a.m. and for the purposes hereof the decision of the Lessors' managing agents for the time being of the Lessors (or of a surveyor appointed by the Lessors for the purposes of this Clause as to what constitutes a nuisance or annoyance shall be final and binding on the parties
- Sch4 7. Not at any time to put on or in any window or balcony (if any) or on the exterior of the Demised Premises so as to be visible from outside any name writing drawing signboard plate placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Lessors is offensive
- Sch4 8. Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the windows either of the Demised Premises or of any other part of the Building
- Sch4 9. Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of the Lessors which may be given by the Lessors or their managing agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other flat in the Building
- Sch4 10. Not to erect any external satellite dish wireless or television aerial
- Sch4 11. Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto
- Sch4 12. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Building any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Lessee or occupier of the Demised Premises or by any of his or their friends servants or visitors and to observe all regulations made by the Lessors from time to time relating to the parking of such vehicles
- Sch4 13. Not to permit or suffer the children of the Lessee or of any friends servants or employees of the Lessee to play upon any staircases landings or passageways or the lifts (if any) in or about the Building

- Sch4 14. Not to permit or suffer to be used any lift in the Building for the carrying of any greater number of persons or a greater weight than the number or weight limit specified therefor by any notice affixed therein
- Sch4 15. At all times to cover and keep covered with carpet and underlay the floors of the Demised Premises other than those of the kitchen and bathrooms and at all times suitably and properly to cover and keep covered the floors of the kitchen and bathrooms in the Demised Premises
- Sch4 16. At all times when not in use to keep shut the entrance door to the Demised Premises and between the hours of eleven p.m. and eight a.m. to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door to the Building and the entrance door to the Demised Premises are closed as quietly as possible and that no disturbance or annoyance is caused to the tenants or occupiers of other flats in the Building
- Sch4 17.
- Sch4 17.1. Not to use or permit the use of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights
- Sch4 17.2. To remove forthwith upon being so required by the Lessors or their managing agents any obstruction by the Lessee or his licensee in the Common Parts and to pay to the Lessors on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Lessee's risk
- Sch4 18. Not at any time to do or to permit the doing of any damage whatsoever to the Building the fixtures fittings or chattels therein the curtilage thereof or the paths adjoining thereto and forthwith on demand by the Lessors to pay to the Lessors the cost of making good any damage resulting from a breach of this regulation
- Sch4 19. Not at any time to interfere with the external decorations or painting of the Demised Premises or of any other part of the Building
- Sch4 20. To pay the cost of making good any damage at any time done by the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors to any part of the Building or to the passages landings stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other flat in the Building by the carrying in or removal of furniture or other goods to or from the Demised Premises or otherwise howsoever
- Sch4 21. Without prejudice to the generality of the foregoing or of regulations 12 and 17 hereof to observe and perform all regulations made relating to the Common Parts
- Sch4 22. Not to endanger or to permit to be endangered by overloading any floor or other part of the structure of the Demised Premises
- Sch4 23. Not to use or permit to be used upon the Demised Premises any apparatus which would overload the electrical installations of the Demised Premises
- Sch4 24. Not to disconnect alter or damage any of the apparatus installations pipes or ducting relating to the common supply of hot water or heating in the Building (if any) and not to permit the same to fall into disrepair
- Sch4 25. Provide (if required) and maintain a dustbin for use in connection with the Demised Premises

- Sch4 26. At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Lessors may from time to time in their absolute discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the occupiers thereof

THE FIFTH SCHEDULE

The Service Charge

- Sch5 1. In this Schedule the following expressions have the following meanings respectively:-
- Sch5 1.1. "Total Expenditure" means the total expenditure incurred or to be incurred by the Lessors in any Accounting Period in carrying out their obligations under Clause 5.5. of this Lease less sums expended from the monies set aside under Clause 5.5.16 of this Lease and any other costs and expenses reasonably and properly incurred in connection with the Building including without prejudice to the generality of the foregoing (a) the cost of employing managing agents (b) the cost of any accountant or surveyor employed to determine the Total Expenditure and the amount payable by the Lessee hereunder (c) a sum equal to the Lessors' reasonable costs and charges in effecting the administration and management of the Building and of the Common Parts and (d) an annual sum equivalent to the rent of any accommodation owned by the Lessors and provided by them rent free to any of the persons referred to in clause 5.5.6 of this Lease
- Sch5 1.2. "the Service Charge" means such reasonable proportion of Total Expenditure as the Lessors shall state is attributable to the Demised Premises
- Sch5 1.3. "the Interim Charge" means such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Lessors or their managing estate agents shall specify at their discretion to be a fair and reasonable interim payment
- Sch5 2. In this Schedule any surplus carried forward from previous years shall not include any sums set aside for the purposes of Clause 5.5.16 of this Lease
- Sch5 3. The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Lessors in advance on the first day of April in each year and in case of default the same shall be recoverable from the Lessee as rent in arrear
- Sch5 4. If the Interim Charge paid by the Lessee in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Lessors and credited to the account of the Lessee in computing the Service Charge in succeeding Accounting Periods as hereinafter provided
- Sch5 5. If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Lessee in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Lessee shall pay the excess to the Lessors within twenty eight days of service upon the Lessee of the Certificate referred to in the following paragraph and in case of default the same shall be recoverable from the Lessee as rent in arrear
- Sch5 6. As soon as practicable after the expiration of each Accounting Period there shall be served upon the Lessee by the Lessors or their agents a certificate containing the following information:

Sch5	6.1.	The amount of the Total Expenditure for that Accounting Period
Sch5	6.2.	The amount of the Interim Charge paid by the Lessee in respect of that Accounting Period together with any surplus carried forward from the previous Accounting Period
Sch5	6.3.	The amount of the Service Charge in respect of that Accounting Period and of any excess or deficiency of the Service Charge over the Interim Charge
Sch5	7.	The Lessee shall be entitled at his own expense and upon prior payment of any costs to be incurred by the Lessors or their agents at any time within one month after service of such certificate to inspect the receipts and vouchers relating to payment of the Total Expenditure
Sch5	8.	Provided always and notwithstanding anything herein contained it is agreed and declared that the Lessee shall be liable to pay the Service Charge in respect of those items listed in the Notice under the headings "Itemised Repairs" and "Itemised Improvements" from the date commencing in the Reference Period (as defined in the Notice) notwithstanding that this date is prior to the date of this Lease but subject to the limitations imposed by paragraphs 16B and 16C of Schedule 6 to the Housing Act

Sixth Schedule

Lessor's Rights on Future Disposition

Sch6	1.	In this Schedule
Sch6	1.1.	"the Discount" means the amount of discount mentioned in the Notice
Sch6	1.2.	"the Discount Percentage" means the Discount divided by the sum of the Discount and the Premium expressed as a percentage
Sch6	2.	The Lessee covenants with the Lessor that
Sch6	2.1.1.	on the first Relevant Disposal (which is not an Exempt Disposal) (which expressions shall have the same meanings as in Section 159 and Section 160 of the Housing Act 1985) of this Lease within five years of the date hereof or upon first entry into of an agreement (as defined in Section 205 of the Housing Act 2004) before the expiry of the period of five years from the date of this lease to dispose of this lease to any person or company at the end of the period of five years from the date hereof the Lessee shall pay to the Lessors a sum equal to the Discount Percentage of the value of the Demised Premises as at the first Relevant Disposal (which is not an Exempt Disposal) or the first entry into of an agreement (as defined in Section 205 of the Housing Act 2004) within this 5 year period disregarding the value of any improvements made by the Lessee after the grant of this Lease but reduced by one fifth for each complete year that has elapsed since the date of this lease and
Sch6	2.1.2.	until the end of the period of 10 years from the date of this Lease upon the first Relevant Disposal (as defined by Section 159 of the Housing Act 1985) which is not an Exempt Disposal (as defined by Section 160 of the Housing Act 1985) the Lessee will first offer to make such a disposal to the Lessors in accordance with Section 156A of the Housing Act 1985 (as amended by the Housing Act 2004 and the Housing (Right of First Refusal) (England) Regulations 2005) for the consideration defined in Section 158 of the Housing Act 1985 (as amended by the Housing Act 2004).
Sch6	3.	Any liability that may arise under the above covenant in Clause 2 above shall be a charge on the Demised Premises taking effect as if it had been created by deed expressed to be by way of legal mortgage.

NB The notice given under s125 Housing Act 1985 should be inserted after this schedule

Seventh Schedule

Certificates

- Sch7 1. It is certified that
- Sch7 2. The land demised is held by or in trust for a charity by the Lessors and the charity is not an exempt charity and the Lease is one falling within paragraph (a) of Subsection (9) of Section 36 of the Charities Act 1993
- Sch7 3. If clause LR5.2 of the attached Prescribed Clauses does not refer to the Housing Act 1996 this is a lease of a qualifying dwellinghouse to a qualifying person made pursuant to Part V of the Housing Act 1985 (the right to buy) as contained and applied by Section 171A of the Housing Act 1985 (cases in which the right to buy is preserved)
- Sch7 4. For the purposes of section 133 of the Housing Act 1988 this Lease is an exempt disposal as defined in Section 81(8) of the Housing Act 1988

**THE COMMON SEAL OF POPLAR HOUSING
AND REGENERATION COMMUNITY
ASSOCIATION LIMITED**



WAS AFFIXED IN THE PRESENCE OF

Director

Secretary

Signed as a deed by each of the Lessees named in the Prescribed Clauses

1st Lessee	Signature	_____
	Print Name	_____
	In the presence of	_____
	Witness signature	_____
	Print Witness name	_____
	Witness address	_____
	Witness address	_____

2nd Lessee

Signature

Print Name

In the presence of

Witness signature

Print Witness name

Witness address

3rd Lessee

Signature

Print Name

In the presence of

Witness signature

Print Witness name

Witness address

4th Lessee

Signature

Print Name

In the presence of

Witness signature

Print Witness name

Witness address

TYPE 2 MODEL LEASE

THIS LEASE is made on the date stated in the Particulars BETWEEN the Lessors specified in Paragraph 1 of the Particulars (hereinafter called "the Lessors") of the one part and the person or persons specified in Paragraph 2 of the Particulars (hereinafter called "the Lessee") of the other part

NOW THIS DEED WITNESSETH as follows:-

- Definitions 1. IN this Deed the following expressions have where the context so admits or requires the following respectively:-
- (1) "the Lessors" includes the successors in title of Lessors
 - (2) "the Lessee" includes the successors in title of the Lessee
 - (3) "the Demised Premises" means the flat referred to in Paragraph 3 of the Particulars and more fully described in the First Schedule hereto
 - (4) "the Included Rights" means the easements rights and privileges specified in the Second Schedule hereto
 - (5) "the Excepted Rights" means the easements rights and privileges specified in the Third Schedule hereto
 - (6) "the Accounting Period" shall mean a period commencing on the First day of April and ending on the Thirty first day of March in any year
 - (7) "the Premium" means the sum of money specified in Paragraph 5 of the Particulars
 - (8) "the Annual Rent" means the annual rent specified in Paragraph 6 of the Particulars
 - (9) "the Building" means the buildings of which the Demised Premises form part and specified in Paragraph 4 of the Particulars
 - (10) "the Common Parts" means all main entrances passages landings staircases (internal and external) gardens gates access yards roads footpaths parking areas and garage spaces (if any) passenger lifts (if any) means of refuse disposal (if any) and other areas included in the Title above referred to or comprising part of the Lessors Housing Estate and of which the Building forms part provided by the Lessors for the common use of residents in the Building and their visitors and not subject to any lease or tenancy to which the Lessors are entitled to the reversion
 - (11) "the Flat Owners" means the lessees and their successors in title of the other flats comprised in the Building who may from time to time hold the same

upon terms substantially similar to those herein contained (save as to the matters set out in the Particulars)

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| Demise and Rent | 2. | IN consideration of the Premium stated in the particulars paid to the Lessors by the Lessee on or before the execution hereof (the receipt whereof the Lessors hereby acknowledge) and of the respective rents and the covenants hereinafter reserved and contained the Lessors pursuant to the powers contained in the Housing Act 1985 (Part V) HEREBY DEMISE unto the Lessee with full title guarantee ALL THOSE the Demised Premises TOGETHER WITH the Included Rights but EXCEPT AND RESERVING unto the Lessors and the Lessees of the other flats in the Building Excepted Rights TO HOLD the Demised unto the Lessee for the term of years specified in Paragraph 8 of the Particulars (subject to the burden of the covenants or agreements already entered into by the Lessors with the Flat Owners for the observance of the Regulations set out in the Fourth Schedule hereto) YIELDING AND PAYING therefore yearly during the said term the Annual Rent in advance on the Rent Payment Date shown in the Particulars free of all deductions whatsoever the first payment (being a proportionate part of the Annual Rent calculated from the date hereof to the day for payment of rent next following) to be made on the execution hereof |
| Lessee`s Covenants | 3. | THE LESSEE HEREBY COVENANTS with the Lessors as follows:- |
| To Pay Rents | (1) | To pay the rents hereby reserved at the times and in manner provided without any deduction |
| To Pay Outgoings | (2) | To pay all rates taxes duties assessments charges impositions and outgoings which may now or at any time be assessed charged or imposed upon the Demised Premises or any part thereof or the owner or occupier in respect thereof |
| To Permit Entry | (3) | To permit the Lessors and their duly authorised Surveyors or Agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state of repair thereof |
| To Repair On Notice | (4) | In accordance with the Lessee`s covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Lessors to the Lessee within two calendar months next after the giving of such notice |

- No Alterations Without Consent
- (5) Not at any time during the said term to make any alteration in or additions to the Demised Premises or any part thereof or to cut maim alter or injure any of the walls or timbers thereof or to alter the landlords' fixtures without first having made a written application (accompanied by all relevant plans and specifications) in respect thereof to the Lessors and secondly having received the written consent of the Lessors thereto such work to be completed to the satisfaction of the Lessor
- Right of Entry in case of Disrepair
- (6) If at any time during the said term the Lessee shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Lessors at all reasonable times during the said term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Lessee (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Lessors on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' and Surveyors' costs and fees reasonably incurred by the Lessors In respect thereof) such cost to be recoverable by the Lessors as if the same were rent in arrear
- Assignment
- (7) Not at any time to assign sublet for a period exceeding and Under- twelve months or part with possession of the whole or letting part of the Demised Premises or permit or suffer the same to be done unless there shall previously have been executed at the expense of the Lessee and delivered to the Lessors for retention by them a Deed expressed to be made between the Lessors of the first part the Lessee of the second part and the person or persons to whom it is proposed to assign sublet or part with possession as aforesaid of the third part whereby the person to whom it is proposed to assign sublet or part with possession shall have covenanted directly with the Lessors to observe and perform the covenants on the part of the Lessee herein contained including the covenant contained in this sub-clause but excluding in the case of a subletting the covenant to pay the rents hereby reserved Provided Always that the Lessors shall not themselves be required to execute such Deed

- Registration
of Assignments Etc
- (8) Within four weeks next after any transfer assignment subletting charging or parting with possession (whether mediate or immediate) or devolution of the Demised Premises to give notice in writing of such transfer assignment subletting charging parting with possession or devolution and of the name and address and description of the assignee sub-lessee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Lessors or their Solicitors within such time as aforesaid a verified copy of every instrument of transfer assignment subletting charging or devolution and every probate letters of administration order of the Court or other instrument effecting or evidencing the same and to pay to the Lessors a fee of Fifteen pounds(or other such sum as shall from time to time be determined by the Council in respect of each such document or instrument so produced) for the registration of every such notice together with any Value Added Tax payable thereon of the current rate for the time being in force
- Costs Of
Notices
Under
Section 146
and Section
147
- (9) To pay to the Lessors all costs charges and expenses including Solicitors` Counsels` and Surveyors` costs and fees at any time during the said term incurred by the Lessors in or in contemplation of any proceedings in respect of this Lease under Sections 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Demised Premises and the drawing up of Schedules of Dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- Notices
- (10) Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Demised Premises or any part thereof whether the same shall be served directly on the Lessee or the original or a copy thereof be received from any subtenant or other person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof required the Lessee so to do to comply therewith at the Lessee`s own expense without

prejudice to the Lessees right of appeal and forthwith to deliver to the Lessors a true copy of such notice order direction or other thing and if so required by the Lessors to join with the Lessors in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Demised Premises or any part thereof or the Building as the Lessors may consider desirable and to join with the Lessors in any such appeal or application to the Court against such notice order direction or other thing as the Lessors may consider desirable

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| Planning Requirements | (11) | Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1971 or carry out any development as defined by the said Act or any enactment amending or replacing the same and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof |
| To Comply With Statutes | (12) | To comply in all respects at the Lessee`s own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Demised Premises (whether the same are to be complied with by the Lessors the Lessee or the occupier) and forthwith to give notice in writing to the Lessors of the giving of such order direction or requirement as aforesaid and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof |
| To Yield Up | (13) | At the expiration or sooner determination of the said term quietly to yield up unto the Lessors the Demised Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Lessee`s fixtures) in or upon or which during the said term may be placed in or upon the same |
| Lessee`s Covenants | 4. | THE LESSEE HEREBY COVENANTS with the Lessors and with and for the benefit of the Flat Owners that throughout the term the Lessee will:- |
| Repair | (1) | Repair maintain renew uphold and keep the Demised Premises and all parts thereof including so far as the same form part of or are within the Demised Premises all windows glass and doors (including the entrance door to the Demised Premises) locks fastenings and hinges sanitary water gas and electrical apparatus |

and walls and ceilings drains pipes wires and cables and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Lessors are entitled to claim under any policy of insurance maintained by the Lessors in accordance with their covenant in that behalf hereinafter contained except in so far as such policy may have been vitiated by the act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors

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|-----------------------------|-----|---|
| Decoration | (2) | In every fifth year calculated from the date specified in Paragraph 8 of the Particulars and in the last year of the term (howsoever determined) to paint twice with good quality paint and paper varnish colour grain and whitewash all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured grained and whitewashed |
| Repairs To
Other Flats | (3) | Permit the Lessors and each Lessee of a flat in the Building with or without workmen and all other persons authorised by any of them at all reasonable times by appointment (but at any time in case of emergency) during the said term to enter into and upon the Demised Premises or any part thereof for the purpose of repairing or altering any part of the Building or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition the Common Parts and all roofs foundations damp courses tanks sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Building or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes the Lessors or the tenant so entering or authorising entry (as the case may be) carrying out all such works as quickly as possible making good all damage occasioned to the Demised Premises and the contents thereof |
| To Pay
Service
Charge | (4) | Pay the Interim Charge and the Service Charge at the times and in the manner provided in the Fifth Schedule hereto both such Charges to be recoverable in default as rent in arrear |
| Regulations | (5) | Observe and perform the regulations in the Fourth Schedule hereto PROVIDED that the Lessors reserve the right to modify or waive such regulations in their absolute discretion |

Covenants Noted In Register of Lessors Title	(6)	To observe and perform by way of indemnity only the restrictive covenants (if any) set out or referred to in the Charges Register of Register of the Title above referred to so far Lessors' as they relate to the Demised Premises
Lessors` Covenants	5.	THE Lessors with the intent to bind themselves and their successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant on this Lease but not to bind themselves after they shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANT With the Lessee as follows:-
Quiet Enjoyment	(1)	That the Lessee paying the respective rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall peaceably hold and enjoy the Demised Premises (subject to the Excepted Rights) during the said term without any lawful interruption by the Lessors or any person lawfully claiming under or in trust for the Lessors
Terms of Other Leases	(2)	That every lease or tenancy agreement of a flat in the Building heretobefore or hereafter granted by the Lessors contains or as the case may be shall contain regulations to be observed by the Lessee thereof in similar terms as those contained in the Fourth Schedule hereto and also covenants of a similar nature to those contained in Clause 4 of this Lease
To Observe Regulations	(3)	As to the parts of the Building retained by the Lessors or which may come into the possession of the Lessors by the determination or expiration of the lease or tenancy of any part of the Building at all times during the term hereby granted to observe and perform the regulations specified in the Fourth Schedule hereto
To Enforce Covenants	(4)	At the request of the Lessee and subject to payment by the Lessee of (and provision beforehand of security for) the costs of the Lessors on a complete indemnity basis to enforce any covenants entered into with the Lessors by a tenant of any flat in the Building of a similar nature to those contained in Clause 4 of this Lease

- Expenditure of Service Charge
- (5) Subject to and conditional upon payment being made by the Lessee of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:-
- (a) To maintain and keep in good and substantial repair and condition:
- (i) The main structure of the Building including the principal internal timbers and the exterior walls and the foundations and the roof thereof with its main water tanks main drains gutters and rain water pipes (other than those included in this demise or in the demise of any other flat in the Building)
- (ii) all such gas and water mains and pipes drains waste water and sewage ducts and electric cables and wires as may by virtue of the terms of this Lease be enjoyed or used by the Lessee in common with the owners or tenants of the other flats in the Building
- (iii) the Common Parts
- (iv) the boundary walls and fences of the Building
- (v) the flat or flats or accommodation whether in the Building or not which are occupied or used by any caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof
- (vi) all other parts of the Building not included in the foregoing sub-paragraphs (i) to (v) not included in this demise not included in the demise of any other flat or part of the Building and not let or intended for letting
- (b) As and when the Lessors shall deem necessary
- (i) to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished
- (ii) to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than those parts which are included in this demise or in the demise of any other flat in the Building)
- (iii) to paint paper varnish colour grain and whitewash such of the parts of any flat or flats or accommodation occupied or used by any caretakers porters

maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof as have been or are usually painted papered varnished coloured grained and whitewashed

- (c) (i) to insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors) against loss or damage by (a) fire, explosion, lightning, thunderbolt, earthquake, riot, malicious damage, aircraft and other aerial devices, storm and flood, bursting, leaking or overflowing of water apparatus including washing machines, falling trees or part thereof, theft or attempted theft, impact by vehicles or animals, collapse resulting from subsidence, ground heave or land slip of the site, leakage of oil from fixed domestic heating installations, breakage or collapse of T.V. and radio aerials; (b) breakage of fixed glass and sanitary fittings; (c) accidental damage to underground services; (d) loss of rent and cost of alternative accommodation up to 10% of the sum insured; (e) house owners liability for accidents caused to the public up to £500,000 or such other sum as the Lessors may from time to time think fit The insurance also includes Architects and Surveyors fees, cost of debris removal and additional costs of complying with statutory building regulations and such other risks (if any) as the Lessors think fit in some Insurance Office of repute in the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Lessors against such risks as are usually covered by a Flat Owners` Comprehensive Policy and to insure against third party claims made against the Lessors in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the Insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed and to make good any deficiency in the reinstatement or rebuilding costs from its own monies subject to the Lessors at all times being able to obtain all necessary licenses consents and permissions from all relevant authorities in this respect PROVIDED ALWAYS that if for any reason other than default of the Lessors the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have

been discharged and the Lessors shall stand possessed of all moneys paid to them under and by virtue of the Policies of Insurance hereinbefore required to be maintained upon trust to pay to the Lessee such proportion (if any) of the said moneys as may be agreed in writing between the Lessors and the Lessee or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Lessors or the Lessee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessors and the Lessee in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an Arbitrator in accordance with the Arbitration Act 1979 as amended

- (ii) To produce at the Lessee's request a summary of the policy of such insurance and a confirmation of payment of the last premium due in respect of the same together with a Certificate Insurance noting thereupon the Lessee's interest in the demised premises and that of any mortgagee of whose interest the Lessor has been requested to make note
- (d) To keep clean and in the opinion of the Lessor where appropriate lighted the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Lessors shall from time to time in their absolute discretion think fit
- (e) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the curtilage thereof as distinct from any assessment made in respect of any flat in the Building but including the rates (including water rates) assessed on any flat or flats or accommodation whether in the Building or not which are occupied or used by any caretaker porter maintenance staff or other person employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof and also all or any other outgoings payable in respect of such accommodation
- (f) For the purpose of performing the covenants on the part of the Lessors herein contained at their discretion to employ on such terms and conditions as the Lessors shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Lessors may from time to time in their absolute discretion consider necessary and in

particular to provide accommodation either in the Building or elsewhere (free from payment of rents or rates by the occupier) and any other services considered necessary by the Lessors for them whilst in the employ of the Lessors

- (g) To maintain and renew when required any existing central heating and hot water apparatus in the Building and all ancillary equipment thereto other than that contained in and solely serving the Demised Premises
- (h) To maintain at all reasonable hours through any system existing at the date hereof for the supply of hot water from a central system but not otherwise an adequate supply of hot water to the Building and during the period from the First day of October in each year to the last day of April in each succeeding year to provide sufficient and adequate heat to the radiators (if any) for the time being fixed in the Demised Premises or in any other part of the Building unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of fuel or current or other cause whatsoever over which the Lessors have no control and the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular supply of hot water or heating to the Demised Premises
- (j) (i) To employ its servants or at the Lessors` discretion a firm of Managing Agents to manage the Building and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Building including the cost of computing and collecting the rents in respect of the Building or any parts thereof
- (ii) To employ direct or enter into contracts with all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building
- (k) To maintain (if and when installed by the Lessors at their discretion) a rented communal television aerial or aerials serving the Building and to pay all expenses in connection with the installation and maintenance thereof
- (l) To maintain any existing fire fighting equipment incorporated in the Building and any further fire fighting equipment and extinguishers as the Lessors

may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof

- (m) To maintain and where necessary renew or replace any existing lift and ancillary equipment relating thereto unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of current or other cause whatsoever over which the Lessors have no control and the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular running of any such lifts and maintain insurance against risks of breakdown and third party claims in respect of the lift and lift equipment and mechanism in such amounts and on such terms as the Lessors shall from time to time think fit
- (n) To maintain if and when installed a rented electric porter system serving the main entrances to the Building
- (o) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessors may be considered necessary or advisable for the proper management maintenance safety amenity or administration of the Building
- (p) To set aside (which setting aside shall for the purposes of the Fifth Schedule hereto be deemed an item of expenditure incurred by the Lessors) such sums of money as the Lessors shall reasonably require to meet such future costs as the Lessors shall reasonably expect to incur of replacing maintaining and renewing those items which the Lessors have hereby covenanted to replace maintain or renew provided that any such sums set aside shall be credited with interest by the Lessors at a rate equal to the deposit account rate for the period in question of Co-Operative Bank PLC

Forfeiture

6.

PROVIDED ALWAYS and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Lessee to be performed or observed then it shall be lawful for the Lessors to re-enter upon the Demised Premises or any part thereof in the name of the whole and

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peaceably to hold and enjoy the Demised Premises thenceforth as if this Lease had not been made and the term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Lessors

Provisos

7.

PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:-

- (1) Except so far as the same may be insured by any policy maintained under Clause 5(5)(c) or Clause 5(5)(m) hereof the Lessors shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessors in respect of:
 - (a) any loss or inconvenience occasioned by the closing or breakdown of any lift or by the failure of power supply to the lifts or whilst any repairs are carried out thereto
 - (b) any accidents that may occur to the Lessee or any other person using any lift or any interruption of any of the services hereinbefore mentioned from whatever cause beyond the Lessors` control
 - (c) any damage suffered by the Lessee or any servant agent or workmen of the Lessee or any member of the Lessee`s family or any licensee of his through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof (including the Flat)
 - (d) any act neglect default omission misfeasance or nonfeasance of any caretaker porter or other of the Lessors` staff servants or any person acting under such caretaker porter staff or servants
 - (e) any moneys held on account of the Service Charge or set aside pursuant to Clause 5(5)(p) hereof which after the Lessors have parted with the reversion to the Demised Premises have been duly paid to the Purchasers of the reversion or their duly authorised Managing Agents
- (2) Nothing in this Lease shall impose any obligations on the Lessors to provide or install any system or service not in existence at the date hereof
- (3) If the Demised Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Lessors are liable to insure under the Lessors` covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent and the Service Charge or a proportionate part thereof

according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Lessors shall have effected any such policy of insurance as is mentioned in the Lessors' covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or of any part of such money shall be refused in consequence of any act omission or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors and any dispute or difference between the Lessors and the Lessee with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1979 or any statutory enactment in that behalf for the time being in force.

- (4) No caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof shall be under any obligation to furnish additional attendance or make available their additional services to the Lessee and in the event of such person employed as aforesaid rendering any services to the Lessee such person shall be deemed to be the servant of the Lessee for all purposes and the Lessors shall not be responsible for the manner in which such services are performed nor for any damage to the Lessee or other persons arising therefrom
- (5) That the Lessee shall take the Demised Premises in their present state and condition.

Service of
Notices

- 8. (1) (a) ANY notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Lessee without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Lessee or other person to or upon whom it is to be given or served or is affixed or left on the demised premises
- (b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of

abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

- (2) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease
- (3) Where the Lessee consists of two or more persons all covenants and agreements by and with the Lessee shall be construed as covenants and agreements by and with such persons jointly and severally

9. THE Lessee hereby covenants with the Lessors that if within 3 years from the date hereof there shall be a disposal (meaning an assignment of the Demised Premises or the grant of an underlease whether in any such case of the whole or part of the Demised Premises is assigned or underleased for a term of more than 21 years otherwise than at a rack rent (not being a Mortgage term)) but not including such disposals as exempted by Section 160 of the Housing Act 1985 the Lessee or his successors in title shall pay to the Lessors on demand the amount of discount stated in the Particulars reduced by one third of the amount of discount for each complete year which shall elapse between the date of this Lease and the date of that disposal Provided nevertheless that if there shall be more than one such disposal the Lessors shall be entitled to demand payment only on the first one

Marginal
Notes

10. THE Marginal Notes shall not affect the interpretation hereof

Certificate
of Value

11. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds the sum shown in paragraph 9 of the Particulars

12. IT IS HEREBY CERTIFIED that there is no agreement for Lease to which this Lease gives effect

IN WITNESS whereof the parties hereto have duly sealed and executed this Lease on the date specified as Date of Lease in the Particulars.

THE FIRST SCHEDULE

The Demised Premises

The flat specified in Paragraph 3 of the Particulars as the same is shown edged red on the plan annexed hereto including

- (a) The internal plastered coverings and plaster work of the walls bounding the flat and the glass of the windows and the doors and door frames fitted in such walls (other than the external surfaces of such doors and door frames and
- (b) The plastered coverings and plaster work of the walls and partitions lying within the flat and the doors and door frames fitted in such walls and partitions and
- (c) The plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards and
- (d) All conduits which are laid in any part of the Building and serve exclusively the flat and
- (e) All fixtures and fittings in or about the flat including any sanitary apparatus cisterns tanks sewers drains pipes cables wires ducts and refuse chutes which are situate within the Building and serve solely the Demised Premises and not hereafter expressly excluded from this demise

But not including:

- (i) any part or parts of the Building (other than any conduits expressly included in this demise) lying above the said surfaces of the ceilings or below the said floor surfaces
- (ii) any of the main timbers and joists of the building or any of the walls or partitions therein (whether internal or external) except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise
- (iii) any conduits in the Building which do not serve the flat exclusively

THE SECOND SCHEDULE

The Included Rights

If and so long as the Lessee shall punctually make payment of the Interim Charge and the Service Charge at the times and in the manner hereinbefore provided:

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the Demised Premises:-
 - (a) to go pass and repass on foot only over and through and along the common parts including the main entrances and the passages landings halls and staircases leading to the Demised Premises PROVIDED ALWAYS the Lessor shall have the right temporarily to close or divert any of the Common Parts and the right to let garages or garage space (if any)

subject to leaving available reasonable and sufficient means of access to and from the Demised Premises

- (b) To pass and repass on foot only over any footpath serving the Building and the Demised Premises shown coloured brown on the plan annexed hereto or otherwise serving the Lessors Housing Estate and of which the Building forms part
 - (c) To pass and repass with or without private motor vehicles over any roadway serving the Building and the Demised Premises shown coloured green on the plan annexed hereto or otherwise serving the Lessors Housing Estate and of which the Building forms part
 - (d) To use the gardens and pleasure ground (if any) within the curtilage of the Building subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
 - (e) To use the clothes drying areas (if any) serving the Building
 - (f) To use the dustbin areas (if any) serving the Building
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building as enjoyed at the date hereof
3. The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil gas electricity smoke and fumes from and to the Demised Premises through the storage tanks sewers drains and watercourses cables pipes flues chimneys and wires which now are or may at any time during a period of eighty years (this being the perpetuity period for the purposes of this Deed) from the date of commencement of the term be laid in or through the Building and the Common Parts and serve the Demised Premises
4. The right for the Lessee with servants workmen and others at all reasonable times upon giving three days previous notice in writing (or in the case of emergency at any time without notice) to enter into and upon other parts of the Building and the Common Parts for the purpose of:
- (a) repairing cleansing maintaining or renewing any such storage tanks sewers drains and watercourses cables pipes flues chimneys and wires or
 - (b) repairing and maintaining and carrying out permitted alterations or other building works to the Demised Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Demised Premises
- subject in either case to the Lessee causing as little disturbance as possible and making good any damage caused
5. The benefit (in common with the other persons entitled thereto) of any covenants or agreements entered into by a Lessee of any other flat in the Building with the Lessors similar to those contained in Clause 4 of this Lease
6. The right (in common with all others entitled to the like right) to connect any wireless or television set in the Demised Premises with any aerials in the Building for the time being provided by or on behalf of the Lessors Provided that nothing herein contained shall oblige the Lessors to provide any such aerials

THE THIRD SCHEDULE

The Excepted Rights

1. Easements rights and privileges over along through and in respect of the Demised Premises equivalent to those set forth in paragraphs 2, 3 and 4 of the Second Schedule to this Lease but free from the liability to determination on non-payment of the Interim Charge and the Service Charge
2. Full right and liberty for the Lessors and their duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Demised Premises for the purpose of carrying out any of their obligations under Clause 5(5) of this Lease provided that in doing so the Lessors shall cause as little disturbance as possible and shall make good any damage caused in the exercise of such right
3. The right to erect and maintain such wireless and television aerials on the roof of the Building as the Lessors may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerial or aerials through the Demised Premises provided that in doing so the Lessors shall cause as little disturbance as possible and shall make good any damage caused in the exercise of such right
4. Full right and liberty for the Lessors in their absolute discretion to manage or otherwise deal as they may think fit with any part of the Building or any lands or premises adjacent or near to the Building and to erect thereon any buildings whatsoever and to make any alterations and carry out any demolition works to such adjacent lands or premises or rebuilding or other works which they may think fit or desire to do whether such buildings alterations or work shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Lessee AND PROVIDED that any such works of construction demolition or alteration are carried out with due regard to modern standards and method of building and workmanship the Lessee shall permit such works to continue without interference or objection
5. Full right and liberty for the Lessors upon giving one year's Notice to the Lessee to discontinue the supply of heat and hot water from the Lessors District Heating Scheme subject to the Lessors bearing the cost of adaptations to alternative methods of supply of heat and hot water

THE FOURTH SCHEDULE

Regulations

1. Not at any time to use or occupy or permit the Demised Premises to be used or occupied except as a private residential flat only in single or multiple occupation and in the event of the Demised Premises being occupied by the Lessee with a lodger or lodgers or in multiple occupation to ensure that all statutory regulations and provisions relating to overcrowding are observed
2. Not at any time to use or permit the use of either the demised premises or any part thereof for business purposes

3. Not to do or permit or suffer in or upon the Demised Premises or any part thereof any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Lessors or the tenants of the Lessors or the occupiers of any part of the Building or of any adjoining or neighbouring premises
4. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Building or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Demised Premises and to repay to the Lessors all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation all such payments to be recoverable as rent in arrear
5. Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises and to keep all of the drains comprised within the Demised Premises free from obstruction
6. Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practice or permit the practicing of any singing in the Demised Premises at any time or times so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building particularly between the hours of Eleven p.m. and Eight a.m. and for the purposes hereof the decision of the Lessors Director of Housing for the time being or of the Managing Agents for the time being of the Lessors (or of a Surveyor appointed by the Lessors for the purposes of this Clause) as to what constitutes a nuisance or annoyance shall be final and binding on the parties
7. Not at any time to put on or in any window or balcony (if any) or on the exterior of the Demised Premises so as to be visible from outside any name writing drawing signboard plate placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Lessors is offensive
8. Not to hang or expose in or upon any part of the Demised Premises so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Demised Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Demised Premises) or out of the windows either of the Demised Premises or of any other part of the Building
9. Not to keep any bird reptile dog or other animal in the Demised Premises without the previous consent in writing of the Lessors which may be given by the Lessors or their Managing Agents for the time being such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any owner tenant or occupier of any other flat in the Building
10. Not to erect any external wireless or television aerial
11. Not to use on the Demised Premises any electrical device without an effective suppressor fitted thereto

12. Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Building any motor car motor cycle bicycle perambulator or other vehicle belonging to or used by the Lessee or occupier of the Demised Premises or by any of his or their friends servants or visitors and to observe all regulations made by the Lessors from time to time relating to the parking of such vehicles
13. Not to permit or suffer the children of the Lessee or of any friends servants or employees of the Lessee to play upon any staircases landings or passageways or the lifts (if any) in or about the Building
14. Not to permit or suffer to be used any lift in the Building for the carrying of any greater number of persons or a greater weight than the number or weight limit specified therefor by any notice affixed therein
15. At all times to cover and keep covered with carpet and underlay the floors of the Demised Premises other than those of the kitchen and bathrooms and at all times suitably and properly to cover and keep covered the floors of the kitchen and bathrooms in the Demised Premises
16. At all times when not in use to keep shut the entrance door to the Demised Premises and between the hours of Eleven p.m. and Eight a.m. to ensure that no noise is made in any part of the Building and in particular between such hours to ensure that the main entrance door to the Building and the entrance door to the Demised Premises are closed as quietly as possible and that no disturbance or annoyance is caused to the tenants or occupiers of other flats in the Building
17. (a) Not to use or permit the use of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights

(b) To remove forthwith upon being so required by the Lessors or their Managing Agents any object of or obstruction by the Lessee or his licensee in the Common Parts and to pay to the Lessors on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Lessee`s risk
18. Not at any time to do or to permit the doing of any damage whatsoever to the Building the fixtures fittings or chattels therein the curtilage thereof or the paths adjoining thereto and forthwith on demand by the Lessors to pay to the Lessors the cost of making good any damage resulting from a breach of this regulation
19. Not at any time to interfere with the external decorations or painting of the Demised Premises or of any other part of the Building
20. To pay the cost of making good any damage at any time done by the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors to any part of the Building or to the passages landings stairs or entrance halls thereof or to the person or property of the tenant or occupier of any other flat in the Building by the carrying in or removal of furniture or other goods to or from the Demised Premises or otherwise howsoever
21. Without prejudice to the generality of the foregoing or of regulations 12 and 17 hereof to observe and perform all regulations made relating to the Common Parts

22. Not to endanger or to permit to be endangered by overloading any floor or other part of the structure of the demised premises
23. Not to use or permit to be used upon the Demised Premises any apparatus which would overload the electrical installations of the Demised Premises
24. Not to disconnect alter or damage any of the apparatus installations pipes or ducting relating to the common supply of hot water or heating in the Building (if any) and not to permit the same to fall into disrepair
25. Not to hold auctions or sales on the Premises
26. Provide (if required) and maintain a dustbin for use in connection with the demised premises
27. At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Lessors may from time to time in their absolute discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the occupiers thereof

THE FIFTH SCHEDULE

The Service Charge

1. In this Schedule the following expressions have the following meanings respectively:-
 - (1) "Total Expenditure" means the total expenditure incurred by the Lessors in any Accounting Period in carrying out their obligations under Clause 5(5) of this Lease less sums expended from the monies set aside under Clause 5(5)(p) of this Lease and any other costs and expenses reasonably and properly incurred in connection with the Building including without prejudice to the generality of the foregoing (a) the cost of employing Managing Agents (b) the cost of any Accountant or Surveyor employed to determine the Total Expenditure and the amount payable by the Lessee hereunder a sum equal to the Lessors reasonable costs and charges in effecting the administration and management of the Building and of the Common Parts and (c) an annual sum equivalent to the fair rent of any accommodation owned by the Lessors and provided by them rent free to any of the persons referred to in clause 5(5)(f) of this Lease
 - (2) "the Service Charge" means such reasonable proportion of Total Expenditure as is attributable to the Demised Premises or (in respect of the Accounting Period during which this Lease is executed) such proportion as is attributable to the period from the date of this Lease to the Thirty first day of March next following
 - (3) "the Interim Charge" means such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Lessors or their Managing Agents shall specify at their discretion to be a fair and reasonable interim payment
2. In this schedule any surplus carried forward from previous years shall not include any sums set aside for the purposes of Clause 5(5)(p) of this Lease

3. The first payment of the Interim Charge (on account of the Service Charge for the Accounting Period during which this Lease is executed) shall be made on the execution hereof and thereafter the Interim Charge shall be paid to the Lessors by four equal payments in advance on the First day of April the First day of July the First day of October and the First day of January in each year and in case of default the same shall be recoverable from the Lessee as rent in arrear
4. If the Interim Charge paid by the Lessee in respect of any Accounting Period exceeds the Service Charge for that period the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Lessors and credited to the account of the Lessee in computing the Service Charge in succeeding Accounting Periods as hereinafter provided
5. If the Service Charge in respect of any Accounting Period exceeds the Interim Charge paid by the Lessee in respect of that Accounting Period together with any surplus from previous years carried forward as aforesaid then the Lessee shall pay the excess to the Lessors within twenty eight days of service upon the Lessee of the Certificate referred to in the following Paragraph and in case of default the same shall be recoverable from the Lessee as rent in arrear
6. As soon as practicable after the expiration of each Accounting Period there shall be served upon the Lessee by the Lessors or their Agents a certificate containing the following information:
 - (a) The amount of the Total Expenditure for that Accounting Period
 - (b) The amount of the Interim Charge paid by the Lessee in respect of that Accounting Period together with any surplus carried forward from the previous Accounting Period
 - (c) The amount of the Service Charge in respect of that Accounting Period and of any excess or deficiency of the Service Charge over the Interim Charge
7. The Lessee shall be entitled at his own expense and upon prior payment of any costs to be incurred by the Lessors or their Agents at any time within one month after service of such certificate to inspect the receipts and vouchers relating to payment of the Total Expenditure
8. Any dispute between the Lessor and the Lessee concerning the amount of the Interim Charge the Total Expenditure or the Service Charge shall be referred to an Arbitrator appointed upon the application of either Lessor or Lessee within the Arbitration Act 1950-79 amended

**THE COMMON SEAL OF THE)
 MAYOR AND BURGESSES OF)
 THE LONDON BOROUGH OF)
 TOWER HAMLETS is hereunto)
 affixed by order)**

**Signed & delivered by the said)
 in the presence of:)**

H.M. LAND REGISTRY
 LAND REGISTRATION ACTS 1925 TO 1988
 ADMINISTRATIVE AREA : TOWER HAMLETS
 TITLE NUMBER :
 PROPERTY :

PARTICULARS

DATE OF LEASE		
1.	LESSORS	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS of Mulberry Place 5 Clove Crescent London E14 2BG
2.	LESSEE	
3.	DEMISED PREMISES	All that known as
4.	BUILDING AND ADDRESS	All that block known as
5.	(a) PREMIUM	£
	(b) DISCOUNT	£
	(c) DISCOUNT PERCENTAGE	
6.	RENT	Ten pounds (£10) per annum
7.	RENT PAYMENT DATE	First day of April in every year
8.	TERM	One hundred and twenty five years from the
9.	CERTIFICATE OF VALUE AMOUNT	(£)

RECITAL OF LESSORS' TITLE

The Lessors' Title is freehold and is registered at HM Land Registry with Absolute Title under Title Number

DATED _____

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF TOWER HAMLETS

TO

LEASE

All that leasehold flat known as

in the London Borough of Tower
Hamlets

Russell Power
Solicitor to the Council
London Borough of Tower Hamlets
Mulberry Place
5 Clove Crescent
London. E14 2BG

Tel: (0171) 364 5000 ext:

Fax: (0171) 364 4804

TYPE 3 MODEL LEASE

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

**PURSUANT TO THE RIGHT TO BUY PROVISIONS OF THE
HOUSING ACT 1985 (PART V)**

London Borough of Tower Hamlets

Title Number: -

Property - Flat Number -

THIS LEASE is made the day of One thousand nine hundred and ninety seven B E T W E E N THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS of Mulberry Place 5 Clove Crescent London E14 2BG (hereinafter called 'the Council') as successor by virtue of the Greater London Council (Transfer of Land and Housing Accommodation) (No 3) Order 1981 to THE GREATER LONDON COUNCIL of the County Hall London SE1 7PB of the one part and (hereinafter called 'the Lessee') of the other part

WHEREAS

- (1) In this Lease unless the context otherwise requires
 - (a) 'the Council' includes the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted
 - (b) 'the Lessee' includes the successors in title of the Lessee
 - (c) 'the Estate' means the Estate described in the First Schedule hereto
 - (d) 'the Building' means the property of which the Flat forms part described in the Second Schedule hereto
 - (e) 'the Flat' means the premises hereby demised and described in the Third Schedule hereto
 - (f) 'the Services' means such of the services listed in the Ninth Schedule hereto as are at the date hereof being provided by the Council appurtenant to the Flat subject to variation as mentioned in Clause 8(iii) hereof
 - (g) 'the 1985 Act' means the Housing Act 1985 and includes any statutory amendment or re-enactment thereof for the time being in force and references to any other Act of Parliament Order Regulation or Direction shall be deemed to be references to that Act of Parliament

- (h) 'the Discount' means the discount applicable to this sale calculated in accordance with the provisions of the 1985 Act namely the sum of (£)
 - (i) 'the Service Charge' and 'the Service Charge attributable to the Flat' bear the meanings ascribed to them in the Eighth Schedule hereto
 - (j) 'the lessees of other flats comprised in the Building' means the lessees from time to time of other flats comprised in the Building under leases for terms exceeding twenty-one years and expiring on the same date as the lease hereby granted for residential purposes
 - (k) Words importing only the masculine gender shall include the feminine and the singular number shall include the plural and vice versa
 - (l) All references to costs fees charges expenses outgoings or other sums payable or repayable by the Lessee to the Council shall include value added tax or any other tax of a similar nature payable thereon
 - (m) 'the Legal Charge' means a Legal Charge of the Flat in a form already engrossed and executed and to be completed contemporaneously with this Lease pursuant to the provisions of Section 104 of the Housing Act 1957
 - (n) 'the Heating Charge' bears the meaning ascribed to it in the Tenth Schedule hereto
 - (o) 'financial year' means the period from the First day of April in each year to the Thirty-first day of March in the following year or such other annual period as the Council may in its discretion from time to time determine as being that for which the accounts of the Council relating to the Building shall be made up and in case of such variation the equal half yearly instalments mentioned in Clause 5 hereof to be paid in respect of the Service Charge attributable to the Flat and the Heating Charge shall be paid on the first and one hundred and eighty-third days of each such financial year and the payments mentioned in Clause 5(e) in respect of certain insurances shall be paid on the first day of each such financial year
- (2) The Council is registered at HM Land Registry as proprietor with absolute title of the freehold property comprised in the title above referred to
- (3) The Council has previously granted or may hereafter grant leases of other flats in the Building other than the Flat expiring on the same date as the lease hereby granted and for terms exceeding twenty-one years for residential purposes and the Council has in every such lease imposed and intends in every future such lease to impose the restrictions set forth in the Six Schedule hereto to the intent that any lessee for the time being of any part of the Building or any flat therein under such a lease may be able (to the extent permitted by law) to enforce the observance of the said restrictions by the lessees or occupiers for the time being of the other flats held under such a lease
- (4) Pursuant to the provisions of the 1985 Act and all other powers the Council has agreed with the Lessee for the grant of the Lessee of a lease of the Flat for the consideration at the rent and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows

1 IN PURSUANCE of the said agreement and in consideration of the sum of (£) paid by the Lessee to the Council (receipt whereof the Council hereby acknowledges) and of the rent and covenants hereinafter reserved and contained on the part of the Lessee to be paid observed and performed the Council hereby demises unto the Lessee with full title guarantee ALL THOSE the premises more particularly described in the Third Schedule hereto Together with the easements rights and privileges mentioned in the Fourth Schedule hereto subject as therein mentioned EXCEPT AND RESERVING as mentioned in the Fifth Schedule hereto TO HOLD the premises hereby demised subject to the stipulations conditions and all other rights easements liberties and privileges to which the Building or the Flat or any part thereof are now or may at any time during the continuance of the term hereby granted be subject unto the Lessee from the day of One thousand nine hundred and for the term of One hundred and twenty-six years YIELDING AND PAYING therefor the yearly rent of Ten Pounds (£10) in advance on the First day of April in every year free of all deductions whatsoever the first payment thereof being a proportionate part of the said annual sum calculated from the date hereof to be made on the grant of this lease

2. The Lessee hereby covenants with the Lessor that if within 3 years from the date hereof there shall be a disposal (meaning an assignment of the demised premises or the grant of an underlease whether in any such case of the whole or part of the Demised Premises is assigned or underleased for a term of more than 21 years otherwise than at the rack rent (not being a Mortgage term)) but not including such disposals as exempted by Section 160 of the 1985 Act the Lessee or his successors in title shall pay to the Lessors on demand the amount of discount stated in the recitals reduced by one third of the discount for each complete year which shall elapse between the date of this Lease and the date of the disposal Provided nevertheless that if there shall be more than one such disposal the Lessors shall be entitled to demand payment on the first one

3. THE Lessee hereby covenants with the Council and with the lessees of other flats comprised in the Building that the Lessee and the persons deriving title under him will at all times hereafter

- (1) observe the restrictions and stipulations contained in the Sixth Schedule hereto
- (2) comply with and observe and perform the rules and regulations set forth in the Seventh Schedule hereto and such additions to those rules and regulations in the form subsisting as the Council may reasonably make modify and amend PROVIDED that
 - (i) the said additions and any modification and amendment thereof shall take effect from the date that the Council shall notify the Lessee such additions and modifications are to take effect and details of the same shall be entered in a book kept for this purpose by the Council
 - (ii) the said book shall be available for inspection by the Lessee upon written notice

- (iii) the entries in the said book shall be conclusive evidence as against the Lessee of the rules and regulations from time to time in force in respect of the Flat and the Estate
4. THE Lessee hereby covenants with the Council as follows:
- (a) To pay the said rent during the said term at the times and in the manner aforesaid without any deductions
 - (b) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed on the Flat or any part thereof or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat such proportion to be determined by the Council
 - (c) To pay all costs charges and expenses (including solicitors costs and surveyors fees) incurred by the Council (i) for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court and (ii) incidental to the preparation and service of a Schedule of Dilapidations at the end or sooner determination of the term hereby granted in respect of the Flat
 - (d) To pay for all gas and electricity or other illuminant or source of power consumed at the Flat and all charges for the hire of meters in respect thereof and all hot water and heating charges (if any) and whether part of the Heating Charge or not and to observe all regulations and requirements of the relevant authorities
 - (e) To accept the supply of gas and heating and hot water (if any) presently supplied to the Flat or which may in the future be supplied thereto by the Council and to use the same for domestic purposes only
 - (f) Within the time limited by law or by notice requiring the same to be done or if no such time is limited within a reasonable time to carry out all sanitary works and all other works whatsoever which a public authority (including the Council or any other competent authority) may lawfully require to be carried out on or in connection with the Flat (whether by the landlord tenant owner or occupier) all such works to be done to the satisfaction of the Council or its agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the public authority and all other fees and payments properly claimed by any such authority and also the proper and usual fees and charges of the Council or its agents for work done by the Council or its agents in preparing or approving plans or in supervising the execution thereafter be required hereunder and will forthwith deliver to the Council two copies of any such notice order requisition direction or other thing which may be capable of adversely affecting the Council's interest herein or reversionary interests in the Flat
 - (g) Forthwith to comply with and indemnify the Council against the requirements of any person or any public or statutory body (including the Council) entitled or

required to enforce any covenant restriction or provision or the provisions of any statute by-law regulation or order relating to the Flat and without prejudice to the generality of the foregoing

- (i) Not to carry on or permit to be carried on upon in over or under the Flat any development within the meaning of the Town and Country Planning Act 1971 nor to apply for or knowingly permit any application for permission under the Act to carry out any such development
- (ii) Not to do or permit or suffer to be done any act matter or thing on or in respect of the Flat or any part thereof which may contravene any provision of the said Town and Country Planning Act 1971 and to keep the Council indemnified against all costs claims demands and liabilities in respect thereof
- (iii) Within seven days after the receipt of the same to give full particulars to the Council of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by the planning authority under the said Town and Country Planning Act 1971 and if so required by the Council to produce such notice or proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Council is not the local planning authority at the request of the Council but at the cost of the Lessee to make or join with the Council or any other persons the Council shall direct in making such objection or representation against or in respect of any such notice order or proposal as the Council shall deem expedient
- (h) Not to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air way water drainage or other easement over the Flat or the Building but forthwith to inform the Council of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement over the Flat or the Building and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement
- (i) Not to suffer any encroachment to be made on the Flat and if any such shall be made to permit the Council or all others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste damage or spoil to be done or suffered upon the Flat
- (j) In the event of the Council contemplating or granting a lease of the reversion expectant hereon to permit on reasonable notice being given any prospective purchaser or lessee or their respective agents to enter upon the Flat to view the same
- (k) Not at any time hereafter without the Council's prior written consent to make or permit to be made any alteration in the construction height elevation external or architectural appearance of the Flat or any part thereof or to alter or cut any of the principal walls or timbers thereof or to erect or build any additional or any substituted building whatsoever upon the Flat or any part thereof or enclose the portico thereof (if any) or to erect any fences or obstruction poles wires aerial or other erection upon the Flat or in any way alter or add to or interfere with the

central heating or hot water system (where applicable) or other installations for the supply of electricity water or gas or for space heating in the Flat

- (l) Forthwith after service upon the Lessee of any notice affecting the Flat served by any person or authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join with the Council in making such representations to any such person body or authority concerning any proposals affecting the Flat as the Council may consider desirable and to join with the Council in any such appeal against any order or direction affecting the Flat as the Council may consider desirable
 - (m) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Council a certified copy of every transfer of this Lease or mortgage or legal charge of this Lease of the flat or any part thereof and also of every underlease of the flat or any part thereof for substantially the whole of the unexpired term and of every assignment of such underlease and also of every probate letters of administration order of the Court or other instrument effecting or evidencing a devolution of title as regards the said term or any such underlease as aforesaid for the purpose of registration and for such registration to pay to the Council the fee of Fifteen pounds (£15) (or such other sum as shall from time to time be determined by the Council in respect of each such document or instrument so produced)
 - (n) Upon assignment of the whole of the Flat or any subletting or underletting of the whole or any part of the Flat to obtain a direct covenant by the assignee sublessee or underlessee with the Council to observe and perform the covenants and conditions of this Lease
 - (o) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Council or as it may direct the Flat with vacant possession with the appurtenances and all the landlord's fixtures and fittings therein in good and substantial repair and condition and in all ways in accordance with the Lessee's covenants herein contained
5. THE Lessee hereby further covenants with the Council and with the lessees of other flats comprised in the Building that the Lessee will at all times hereafter
- (a) Keep the Flat and every part thereof and all walls sewers drains pipes cables wires and appurtenances thereto belonging (except such parts as are affected by the Council's covenants in Clauses 6(b) and (c) hereof) in good and tenantable repair and condition including the renewal and replacement of all worn or damaged parts and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Building other than the Flat
 - (b) To paint the interior of the Flat with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the Flat and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate the Flat in every sixth year of the term

hereby granted and in the last year of the term hereby granted (however determined)

- (c) To pay the Council in every financial year a sum of account of the Service Charge attributable to the Flat in that year demanded by the Council in accordance with the provisions of the Eighth Schedule hereto by equal half yearly instalments in advance on the first day of April and the First day of October such sum to be apportionable from day to day and the first such instalment (being an apportioned part from the date hereof) to be paid on the execution of this Lease
- (d) To pay to the Council whenever demanded in accordance with the provisions of the Eighth Schedule hereto a sum equal to the excess of the Service Charge attributable to the Flat in any such financial year over the sum so paid on account of the same as aforesaid such sum to be payable on demand and not to be apportionable
- (e) To pay to the Council on the First day of April in every year a sum equal to the costs incurred by the Council in connection with the insurance of the Flat in accordance with the provisions of sub-clause 6(e) hereof for the year commencing on that date (and a sum equal to the costs incurred by the Council in connection with the insurance of the Flat in accordance with the provisions of sub-clause 6(e) hereof for the period from the date hereof until the Thirty-first day of March next following has been paid on the date hereof)
- (f) To pay to the Council in every financial year a sum on account of the Heating Charge (if any) in that year demanded by the Council in accordance with the provisions of the Tenth Schedule by equal half-yearly instalments in advance on the First day of April and the First day of October such sum to be apportionable from day to day and the first such instalment (being an apportioned part from the date hereof) to be paid on the execution of this Lease
- (g) To pay to the Council whenever demanded in accordance with the provisions of the Tenth Schedule hereto a sum equal to the excess of the Heating Charge (if any) in any such financial year over the sum so paid on account of the same as aforesaid such sum to be payable on demand and not to be apportionable
- (h) If and whenever the Council shall make any improvement affecting the Flat to the Estate or any part thereof the Lessee shall upon the service of a written demand pay to the Council a fair proportion of the cost of the improvement based on a comparison of the rateable value of the Flat at the time with the rateable value of all other dwellings and other premises comprised in the Estate and affected by the improvement PROVIDED that if the Flat shall not for any reason whatever have a rateable value at the time this clause shall take effect as if the words 'floor area' were substituted for the words 'rateable value' in both places where they occur
- (i) Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the Building or any policy or policies of insurance in respect of the contents of any of the flats comprised in the Building or which may cause any increased premium to be payable in respect of such policy

- (j) Permit the Council and others authorised by the Council with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the Flat or any part thereof and the Council may thereafter serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within three months thereafter proceed diligently with the execution of those repairs or works then the Council may enter upon the Flat and execute them and the cost shall be a debt due to the Council from the Lessee and shall be recoverable forthwith by action
- (k) Upon receipt of reasonable notice (except in case of emergency) to permit the Council and the lessees of the other flats in the Building to have access to and enter upon the Flat as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations hereunder or under any covenants relating to any other flat and similar to those herein contained
- (l) Not to permit any water or liquid to soak through the floors of the Flat or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the Flat and in the event of such happening without prejudice to the Council's other rights under this Lease immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused
- (m) To maintain and as often as occasion may require renew the walls and fences situate along the boundary/ies of the premises hereby demised shown marked 'T' (if any) within the boundary/ies on the plan hereunto annexed

6. THE Council hereby covenants with the Lessee as follows:

- (a) That the Lessee paying the rent hereby reserved and performing and observing the several covenants and conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Council or any person or persons rightfully claiming under or in trust for it
- (b) That subject to the payment of the rent hereby reserved and the payments of the Service Charge attributable to the Flat and the Heating Charge by the Lessee and his performance of the covenants and obligations on his part herein contained the Council will keep in good and substantial repair and condition (and wherever necessary rebuild and reinstate and renew and replace all worn and damaged parts) (i) the main structure of the Building including all foundations forming part of the Building and the drains gutters and external pipes thereof all exterior and all party walls and structures and all walls dividing the flats from the common hall staircases landings steps and passages in the Building and the walls bounding the same and all painting and decoration of the exterior of the Building and all electrical and other fittings and windows in the Building and all doors therein save such doors as give access to individual flats and including all roofs and chimneys and every part of the property above the level of the top floor ceilings and (ii) any wireless and television masts and aerials cables and wires erected by the Council

on the Building or in or over the roof or roofs of the Building and available for use with the Flat and the other flats in the Building

- (c) That subject as mentioned in Clause 6(b) hereof the Council will keep in good repair and condition all other property over or in respect of which the Lessee has been granted rights under the Fourth Schedule hereto
- (d) That subject as mentioned in Clause 6(b) hereof the Council will so far as practicable provide the Services to or in respect of or for the benefit of the Flat and the Building at a reasonable level including keeping in repair all machinery installations and apparatus at the Estate connected with the provision of the Services
- (e) That subject as mentioned in Clause 6(b) hereof the Council will insure and keep insured the Flat through a policy or policies effected and maintained with such insurers of repute as the Council shall from time to time decide and in any event in the agency of the Council against loss damage or destruction by fire and such other risks as the Council may from time to time consider desirable in the estimated full reinstatement cost thereof (and also the appropriate cost of shoring up demolition and site clearance architects surveyors and professional and other fees) and to any extent considered reasonable in excess of such full reinstatement cost and in the event of loss damage or destruction by an insured risk to lay out forthwith all monies received from any such insurance in rebuilding and reinstating the Flat and the Building and acknowledges the right of the Lessee to production of the relevant policy or policies
- (f) That subject as mentioned in Clause 6(b) hereof the Council will effect and maintain insurance against such risks as the Council shall from time to time consider desirable or prudent in respect of (i) the Communal Parts of the Building including the structure thereof and (ii) any other insurable matters as the Council shall from time to time consider desirable or prudent through a policy or policies effected and maintained with such insurers of repute as the Council shall from time to time decide and in any event in the agency of the Council and acknowledges the right of the Lessee to the production of the relevant policy or policies
- (g) That subject as mentioned in Clause 6(b) hereof the Council will use its best endeavours so far as practicable to continue (i) the supply (if any) of gas and hot water presently supplied to the Flat by it at a reasonable level and (ii) the supply (if any) of heating presently supplied during certain months of the year to the Flat by it at a reasonable level subject to the provision of the final proviso to Clause 8(iii) hereof
- (h) That the Council will to the extent permitted by law require every person to whom it shall hereafter grant a lease expiring on the same date as the lease hereby granted and for a term exceeding twenty-one years for use for residential purposes of any flat comprised in the Building to covenant to observe the restriction and stipulations set forth in the Sixth Schedule hereto and that at the request and cost of the Lessee or any mortgagee of the Lessee and upon the prior payment to the Council by the Lessee or any such mortgagee of such sums as the Council may reasonably require in respect of or on account of such costs to enforce by all means available to the Council the said restrictions and stipulations

contained in the Sixth Schedule hereto against other such lessees PROVIDED that the Council may in its absolute discretion before taking any steps by way of enforcement under this provision require the lessee or mortgagee requesting such enforcement at his own expense to obtain for the Council from Counsel of not less than seven years standing to be nominated by the Council advice in writing as to the merits of any contemplated action in respect of the matters in issue and in that event the Council shall not be bound to bring any such action unless such Counsel advises that such action should be brought and is likely to succeed

7. ANY disputes between the Lessee and occupiers of flats in the Building for the time being not let on leases expiring on the same date as the Lease hereby granted for terms exceeding twenty-one years for residential purposes in respect of the use of parts of the Building shall be settled by reference to the Council
8. PROVIDED ALWAYS and it is hereby agreed and declared
 - (i) that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenants obligations and agreements on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the Lessee's covenants or the conditions herein contained
 - (ii) that the Council shall at all times during the terms hereby granted manage the Building in a proper and reasonable manner and the Council shall be entitled
 - (a) to appoint if the Council so desires managing agents for the purpose of managing the Building and to remunerate them properly for their services
 - (b) to employ architects surveyors solicitors accountants contractors builders gardeners and any other person firm or company properly required to be employed in connection with or for the purpose of or in relation to the Building or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings
 - (c) to delegate to the extent permitted by law any of its functions in connection with the provision of the Services to any firm of company whose business it is to undertake such obligations upon such terms and conditions and for such remuneration as the Council shall think fit
 - (iii) that the Council shall not be liable or responsible for any damage injury or loss suffered by the Lessee or any other person whomsoever through any defect in the Estate or any part thereof or the failure to perform any of the obligations herein provided for or supply any of the Services herein provided for or supply gas hot water or heating to the extent mentioned in Clause 6(g) hereof or through the default neglect or misconduct of any person employed in connection with the Estate and PROVIDED NEVERTHELESS that any failure on the part of the Council to perform such obligations or supply the services or supply gas hot water or heating as mentioned in Clause 6(g) hereof shall not release or in any way

exonerate the Lessee from complying with performing or observing his covenants or obligations herein contained and PROVIDED FURTHER that to the extent permitted by law the Council may add to diminish modify or alter any such obligations and the supply of the Services and the supply of gas hot water or heating mentioned in Clause 6(g) hereof if by reason of change of circumstances during the term hereby demised such additions diminutions modifications or alterations may in the opinion of the Council appear reasonably necessary or desirable in the interests of good estate management and

- (iv) for the avoidance of doubt that the Heating Charge hereinbefore mentioned shall include the costs and expenses of the gas and heating and hot water (if any) as mentioned in Clause 6(g) hereinbefore contained actually supplied to the Flat by the Council and that the Service Charge hereinbefore mentioned shall (inter alia) include the appropriate proportion of the costs and expenses of the installing maintenance and repair of the equipment apparatus and installations installed in the Building or serving the Building in connection with the supply of such gas and heating and hot water and any other matter or thing in connection with the supply of such gas and heating and hot water which is properly attributable to the Building forming part of the Services
9. THE following provisions apply where the Lessee consists of two or more persons
- (a) All covenants by the Lessee are binding on all such persons jointly and severally
 - (b) All such persons hereby declare that they hold this Lease and the term hereby granted upon trust to sell the same and that they hold the net rent and profits until sale and the net proceeds of any such sale upon trust for themselves as {(joint tenants/tenants in common in equal shares/or as may be)}
10. THE Lessee hereby further covenants with the Council
- (a) By way of indemnity only to observe and perform the covenants and stipulations affecting the Flat or the Estate contained or referred to in the Registers of the title above referred to so far only as they are still subsisting and capable of taking effect and to indemnify the Council against all proceedings actions costs claims and demands in respect thereof so far as aforesaid
 - (b) To indemnify the Council against and be responsible for all damage caused by the Lessee or the Lessee's family or visitors to the Building or the Estate or any part thereof and to be responsible for any breach of any of the restrictions stipulations and regulations referred to in Clause 3 hereof by the Lessee's family or visitors
11. THE provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice under this Lease
12. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds Sixty thousand pounds (£60,000)

I/We certify that there is no Agreement for Lease (or Tack) to which this Lease (or Tack) gives effect

IN WITNESS whereof the parties have signed this Lease as their Deed on the date specified as Date of Lease in the Particulars

THE FIRST SCHEDULE above referred to

The Estate

ALL THAT area of land comprising land gardens flats garages parking spaces stores and premises known as

THE SECOND SCHEDULE above referred to

The Building

ALL THAT piece or parcel of land being part of the Estate shown for the purposes of identification only edged blue on the plan attached and known as London together with the flats erected thereon or on some part thereof but excluding all other parts of the Estate

THE THIRD SCHEDULE above referred to

The Flat

ALL THAT Flat including the surface of the floors above the joists or other supporting floor structure {and the surface of the floor of the balcony (if any)} and the ceiling of the flat up to but excluding the joists or other supporting floor structure or beams to which the ceiling is attached and all walls save the exterior walls other structural walls and the walls dividing it from any other flat (except as hereinafter mentioned) and the walls dividing it from the common halls staircases landings steps and passages in the Building (but including the surfaces of such walls within the demised premises and the glass of the windows of the flat and the doors and door frames) as the same is situate on the floors of the Building and known as together with all pipes wires cables and conduits and other surfaces and conducting media which are laid in any part of the Building and serve exclusively the flat and all the Council's fixtures and fittings installed therein or affixed thereon all which demised premises is shown for the purposes of identification only on the plan attached and thereon edged red and including such garden ground (if any) as is similarly shown PROVIDED that all internal non-structural walls and structures separating the demises premises from any other flat shall be party walls and structures

THE FOURTH SCHEDULE above referred to

Rights and Easements Granted to the Lessee

The following rights are included in the demise and shall be exercisable for the term hereby granted by the Lessee and all persons authorised by him at all reasonable times and for all purposes connected with the proper use and enjoyment of the flat hereunder in common with all other persons entitled to exercise like rights PROVIDED that all the

said rights are conditional upon due observance by the Lessee of all his covenants and obligations contained in this Lease

1. The right in common with the Council and owners and occupiers of all other flats in the Building and all others having the like right for the Lessee and for all other persons coming to or leaving the flat to use for the purpose only of access to and egress from the flat all such parts of the Estate as afford access thereto or egress therefrom (including any lifts) subject to such regulations for the common enjoyment thereof as the Council may from time to time prescribe and subject to the rights reserved by the Fifth Schedule hereto and subject also (where applicable) to the installation and operation of any controlled entry system at the Building

2. The right of free passage and running of air water soil gas and electricity television and telephone signals or impulses or other services through the ventilators sewers drains pipes wires cables and conduits and other services and conducting media which are now or may at any time hereafter be in or under or upon any part of the Estate for the service of the flat together with all easements rights and privileges proper for repairing maintaining and reinstating the same subject to the rights reserved by the Fifth Schedule hereto

3. The benefit (but so far only as the Council can and may grant the same) of covenants and restrictions similar to those herein contained imposed by the Leases to the lessees of other flats comprised in the Building so far as such covenants and restrictions are intended to benefit the flat or the lessee and so far as the benefit thereof can in law accrue to the flat or the lessee

4. The right of support and shelter so far as may be necessary for the flat as the same is at present enjoyed from the adjoining flat or flats and any part of the Estate which may be respectively below or beside or above the flat or any part thereof and the foundations thereof and the right to the protection afforded to the flat by the roof of the Building

5. The right at all reasonable times with or without workmen and others as often as need or occasion shall require to enter any adjoining or adjacent flat or any other part of the Building as necessary and remain therein for such reasonable time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be complied with the Lessee making good forthwith any damage caused thereby such right not to be exercised unless reasonable notice has previously been given to the adjoining owner (or to the Council as regards any flat or other area to be entered in respect of which no lease expiring on the same date as the Lease hereby granted and for a term exceeding twenty one years for residential purposes has been granted)

6. The right to discharge household refuse into any refuse chute serving the Building between the hours of 8am and 8pm only

7. The right for the Lessee and all other lawful occupants of the flat (in common as aforesaid) to use such gardens (if any) and other communal amenity areas (if any) on the Estate as may from time to time subsist subject to compliance with all regulations laid down by the Council in respect thereof

8. The right (in common as aforesaid) subject to payment of all charges therefore and compliance with all regulations laid down by the Council in respect thereof to use any residents clubroom or other communal facilities on the Estate

9. The right to connect a television set in the flat with the prior written approval of the Council to an aerial erected by or on behalf of the Council subject to such reasonable payments and conditions as the Council shall require PROVIDED that nothing herein contained shall oblige the Council to erect such aerial

THE FIFTH SCHEDULE above referred to

Rights and Easements Reserved to the Council

Without prejudice to any rights reserved by statute or otherwise the following rights are reserved out of the demise to the Council and those deriving title under the Council appurtenant to the Building and the Estate and each and every part thereof capable of benefiting therefrom

1. The right free passage and running of air water soil gas and electricity television and telephone signals or impulses and other services from and to other parts of the Estate through those ventilators sewers drains pipes wires cables and conduits and other services and conducting media which now are or may at any time hereafter be in under or upon the flat together with all easements rights and privileges proper for repairing maintaining improving altering and reinstating the same

2. The right of support and shelter so far as may be necessary to the superior and inferior adjoining flats and any other part of the Estate as the same is at present enjoyed.

3. The right for the council with its servants or agents and the owners or occupiers of the other flats in the Building with their servants or agents at all reasonable times with or without workmen and others as often as need or occasion shall require to have access to and enter the flat and remain therein for such reasonable time as is necessary for the purpose of executing repairs renewals alterations and improvements to any part of the Estate or of the Councils other adjoining property (if any) or to any ventilators sewers drains pipes wires cables and conduit and other services and conducting media serving any part of the Estate which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other flat the person exercising such rights making good forthwith any damage caused by such entry such right not to be so exercised unless reasonable notice has previously been given to the Lessees except in case of emergency.

4. The right for the Council to substitute divert or otherwise alter the roads (if any) and pedestrian accessways on the Estate and the said sewers drains pipes wires and cables through and along which the Lessees is hereinbefore given rights.

5. All such other rights and easements and quasi easements over the flat as now belong to or are enjoyed or intended to be enjoyed by any other part of the Estate or any part of any adjoining or neighbourhood land.

6. The right of the Council to agree with any adjoining or adjacent occupier variations in the boundaries of the Estate (but not of the flat) and to make variations to any rights of way or access over the Estate or over any adjoining property and to any of the gardens

communal amenity areas or any other communal facilities on the Estate other than the flat.

7. The right of any time hereafter to rebuild alter or use any of the adjoining or neighbourhood building comprising part of the Estate or the Councils other adjoining property (if any) according to such plans (whether as to height extent or otherwise) and in such manner as shall be approved by the Council notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the flat or any part thereof may be obstructed or interfered with or that the Lessee might otherwise be entitled to object to such rebuilding alteration or user

THE SIXTH SCHEDULE above referred to

Restrictions and Stipulations

1. Not to use or permit the flat to be used for any purpose other than as private dwellinghouse
2. Not to commit any damage to the structure of the Building and not to do or keep or permit to be done or kept in the flat any act or thing which may be or become a danger hazard nuisance or any annoyance or cause inconvenient to the Council the lessees and occupiers of other flats on the Estate or the owners and occupiers of any neighbouring property or which may tend to lessen or depreciate the value of the Estate or other property in the neighbourhood
3. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the flat or so as to be visible from the outside of the flat

THE SEVENTH SCHEDULE above referred to

Regulations to be Observed by the Lessee

1. The Lessees shall not
 - (a) Affix or paint on any part of the flat any plate or notice or exhibit in any window or upon any external part of the flat or of the Estate or on any part of the common entrance hall staircases landings or passages any trade professional or business notice or advertisement whatsoever
 - (b) Hold or permit any sale or auction at the flat
 - (c) Without the Council's written permission keep in the flat any dog or cat or any other animal but such permission shall be deemed to have been given in the case of a budgerigar or other small cage bird or a small aquarium or pet mouse or other similar small caged animal
 - (d) Allow or permit window boxes or plants to be placed on any window cills or balconies without the prior written approval of the Council

- (e) Throw refuse or permit refuse to be throw from the windows or doors of the flat or expose washing clothes mats or rugs or hang beat or shake washing clothes mats or rugs on or from the windows landings balconies stairs or roof of the Building
 - (f) Erect or permit to be erected any external wireless or television aerial telephone or other apparatus or make any attachment to the flat in connection therewith without the prior written approval of the Council or interfere with or cause or permit interference with the communal television aerial system (if any) at the flat
 - (g) Play or permit the use of any piano gramophone or radio or television apparatus tape recorder or musical instrument in such manner so as to cause annoyance to the occupier of the neighbouring flats
 - (h) Permit music or singing after 11 p.m.
 - {(i) Park or permit to be parked within the Estate any vehicle except a private motor vehicle in a parking space designated by the Council and any such parking shall be subject to such conditions as the Council may decide and to any bye-laws from time to time in force affecting the Estate or any part thereof}
 - (j) Use and keep at the flat any refillable liquified petroleum gas cylinder or appliance using such cylinder if the Building is more than four storeys high
 - (k) Use any roof area of the Building for any purpose except for emergency escape in case of fire where an emergency fire escape is provided in such area
2. The Lessees shall
- (a) Provide (if required) and maintain a dustbin for use in connection with the flat
 - (b) Have the chimneys (if any) of the flat swept at least once a year and at such other times as the Council may require
 - (c) Keep all passages and staircases in the Estate clear of obstruction of any kind
 - (d) In making use of a lift or hoist where such is provided at the Estate observe the regulations made by the Council from time to time governing its use
3. Written application shall be made to the Council for any permission required for any purpose under the foregoing regulations

THE EIGHTH SCHEDULE above referred to

Service Charge

PART I

1. The Service Charge in any financial year shall be the aggregate of the following expenses in relation to or for the benefit of the Building and its occupiers incurred or provided for by the Council in that year

- (a) The cost of complying with the Council's covenants in Clause 6(b) of this Lease and a reasonable proportion to be determined by the Council of the cost of complying with the Council's covenants in Clause 6(c) of this Lease
- (b) All costs of complying with the Council's covenants in Clause 6(d) of this Lease so far as the same relates to the provision of such of the Services and the cost and repair of machinery installations and equipment materials labour and other resources used in the provision of such of the services as are exclusively supplied to the Building and a reasonable proportion to be determined by the Council of the cost of such of the services and repair of machinery installations and equipment materials labour and other resources used in the provision of such of the services as are supplied to Building and other parts of the Estate together
- (c) The costs of complying with the Council's covenant in sub-clause 6(f)(i) of this Lease and a reasonable proportion to be determined by the Council of the costs of complying with the Council's covenant in sub-clause 6(f)(ii) of this Lease
- (d) The administration and labour costs of management of the Building or for the benefit of the Building and its occupiers in accordance with the Council's covenants in this Lease contained including the costs of employing and paying professional men agents contractors or employers in and about the performance of any of the said covenants
- (e) The costs of providing a reasonable service to finance future costs falling within sub-paragraphs (a) (b) (c) and (d) hereof (subject always to paragraph 5 below)

PART II

2. The Service Charge attributable to the flat in any financial year shall be such proportion of the Service Charge as the rateable value of the flat on the 1st April of that year bears to the aggregate rateable value on that date of all the dwellinghouses then comprised in the Building PROVIDED that if any year the flat shall not for any reason whatever have a rateable value this paragraph shall take effect as if the words 'floor area' were substituted for the words 'rateable value' in both cases where they occur
3. The Council shall annually serve on the Lessee before the first date for payment thereof a written demand for sum representing the Council's estimate of the Service Charge attributable to the flat in that year
4. After the end of each financial year
 - (a) If the sum demanded under paragraph 3 hereof proves to be less than the Service Charge attributable to the flat in that year the Council may serve a written demand on the Lessee for a sum equal to the deficiency
 - (b) If the sum demanded under paragraph 3 hereof proves to exceed the Service Charge attributable to the flat in that year the Council shall credit the surplus against the next demand under the said paragraph
5. Whenever a demand includes provision for a reserve within paragraph 1(e) hereof the Council shall make a contribution to the reserve calculated on the same basis

as herein provided in respect of every dwellinghouse then comprised in the Building which is not then let to the lessees of other flats comprised in the Building as defined in recital (j) hereof

6. Time shall not be of the essence of the provisions of this Schedule and if on any date for payment of the Service Charge attributable to the flat no written demand has been served hereunder the Lessee shall be bound to make payment at the rate applicable under the last estimated demand and upon the demand being subsequently served any deficiency or surplus shall be payable or repayable immediately

PART III

NONE

NINTH SCHEDULE above referred to

The Services

1. The equipment apparatus and installations on the Estate necessary for the supply of the following facilities to or at the flat

- (a) Hot Water
- (b) Central heating (during such months as presently supplied subject to variation as herein mentioned)

- (c) Gas

but not the actual supply of hot water heating or gas to or at the flat

2. The supply of the following facilities elsewhere in the Building or at the Estate

- (a) Lift
- (b) Covered space available for pram storage
- (c) Lighting cleaning and maintenance including any reasonable variation of all internal parts of the Building used in common with other occupants
- (d) Lighting cleaning and maintenance including any reasonable variation of all recreation areas gardens and other external parts of the Estate used in common with other occupants including maintenance and repair of walls fences gates and doors adjoining and giving access to the same
- (e) Maintenance and repair of all private roads paths and ways comprised in the Estate
- (f) Laundry
- (g) Controlled door entry system

- (h) Cleaning of windows in communal parts of the Buildings and other glazing to communal parts of the Building
- 3. The employment of gardeners caretakers cleaners porters and other persons in connection with the supply of any of the said services

THE TENTH SCHEDULE above referred to

Heating Charge

PART I

1. The Heating Charge in any financial year shall be the expense to the Council of complying with the Council's covenants in clause 6(g) of this Lease in that year

PART II

2. The Council shall annually serve on the Lessee before the first date for payment thereof a written demand for a sum representing the Council's estimate of the Heating Charge in that year

3. After the end of each financial year

- (a) If the sum demanded under paragraph 2 hereof proves to be less than the Heating Charge in respect of the flat in that year the Council may serve a written demand on the Lessee for a sum equal to the deficiency
- (b) If the sum demanded under paragraph 2 hereof proves to exceed the Heating Charge in respect of the flat in that year the Council shall credit the surplus against the next demand under the said paragraph

4. Time shall not be of the essence of the provisions of this Schedule and if on any date for payment of the Heating Charge in respect of the flat no written demand has been served hereunder the Lessees shall be bound to make payment at the rate applicable under the last estimated demand and upon the demand being subsequently served any deficiency or surplus shall be payable or repayable immediately

THE COMMON SEAL OF THE }
MAYOR AND BURGESSES OF }
THE LONDON BOROUGH OF }
TOWER HAMLETS is hereunto }
affixed by order }

2. The Council shall annually serve on the Lessee before the first date for payment thereof a written demand for a sum representing the Council's estimate of the Heating Charge in that year

3. After the end of each financial year

(a) If the sum demanded under paragraph 2 hereof proves to be less than the Heating Charge in respect of the flat in that year the Council may serve a written demand on the Lessee for a sum equal to the deficiency

(b) If the sum demanded under paragraph 2 hereof proves to exceed the Heating Charge in respect of the flat in that year the Council shall credit the surplus against the next demand under the said paragraph

4. Time shall not be of the essence of the provisions of this Schedule and if on any date for payment of the Heating Charge in respect of the flat no written demand has been served hereunder the Lessees shall be bound to make payment at the rate applicable under the last estimated demand and upon the demand being subsequently served any deficiency or surplus shall be payable or repayable immediately

Signed by the said))

as a Deed)

in the presence of:)

Witness

DATED _____ 1997

RIGHT TO BUY
HOUSING ACT 1985
(PART V)

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF TOWER HAMLETS

to

~~~~~  
LEASE

in the London Borough of Tower Hamlets  
~~~~~

Russell Power
Solicitor to the Council
London Borough of Tower Hamlets
Mulberry Place
5 Clove Crescent
London E14 2BG

Tel: 0171 364 5000 Ext
Fax: 0171 364 4808
Ref: L/P/

DATED

1997

RIGHT TO BUY

HOUSING ACT 1985

(PART V)

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF TOWER HAMLETS**

to

~~~~~  
**COUNTERPART LEASE**

**in the London Borough of Tower Hamlets**  
~~~~~

**Russell Power
Solicitor to the Council
London Borough of Tower Hamlets
Mulberry Place
5 Clove Crescent
London E14 2BG**

**Tel: 0171 364 5000 Ext.
Fax: 0171 364 4808
Ref: L**



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference	:	LON/00BG/LDC/2023/0234
Properties	:	Various properties in the London Borough of Tower Hamlets as per the application
Applicant	:	Poplar Housing and Regeneration Community Association Limited ('Poplar HARCA')
Respondents	:	Various leaseholders as per the application
Type of application	:	To dispense with the requirement to consult leaseholders about a long-term agreement for the supply of gas
Judge	:	Judge Tagliavini
Date of directions	:	22 September 2023

**DIRECTIONS ON AN APPLICATION UNDER SECTION 20ZA OF
THE LANDLORD AND TENANT ACT 1985**

The parties may agree between themselves any reasonable change to the dates in these Directions EXCEPT for the date of sending the bundles and the hearing date/s.

Communicating with the Tribunal

- Unless directed otherwise, all communications to the tribunal, including the filing of documents and bundles, should be by **email ONLY**, attaching a letter in Word format. Emails must be sent to London.RAP@justice.gov.uk and all communications must be copied to the other party or parties at the same time. The attachment size limit is 36MB. Larger files should be uploaded to a secure file sharing website and a web link provided.
- If a party does not have email, access to the Internet and/or cannot prepare digital documents, they should contact the case officer about alternative arrangements.

- Documents prepared for the tribunal should be easy to read. If possible, they should be typed and use a font-size of not less than 12.

Background to the Application

- (A) The Applicant landlord seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from all/some of the consultation requirements imposed on the landlord by section 20 of the 1985 Act¹.
- (B) The Applicant intends to enter into a contract for the supply of gas.
- (C) The contract is a Qualifying Long-Term Agreement ('QLTA') to which section 20 of the 1985 Act and the Service Charges (Consultation Requirements) (England) Regulations ('the 2003 Regulations') applies.
- (D) The Applicants contend that the volatility of the gas market requires the Applicant to be able to act quickly in order to obtain the best rates and a failure by the Applicant to enter into a new contract with a gas supplier at the end of September 2023 is likely to lead to higher prices being charged to the respondent lessees. The Applicants seek dispensation from compliance with the consultation requirements in the 2003 Regulations.
- (E) The only issue for the Tribunal is whether it is reasonable to dispense with the statutory consultation requirements. **This application does not concern the issue of whether any service charge costs will be reasonable or payable.**

DIRECTIONS

1. The Applicant landlord must by **6 October 2023**:
 - Write to each of the leaseholders and to any residential sub-lessee and to any recognised residents' association concerned by email, hand delivery or first-class post, setting out the following:
 - (a) Informing them of the application;
 - (b) Advising them that a copy of the application (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses), statement of case, supporting documents and a copy of these directions will be available on the applicant's website, advising them of the URL

¹ See the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987)

address, and notifying them that any response to the application should be made by **20 October 2023**;

- (c) Informing the leaseholders that if they wish to receive a printed copy of the application and these directions they should write to the applicants, who will then send printed copies (again, (**excluding** any respondents' telephone numbers or email addresses, or any separate list of respondents' names and addresses));
 - (d) Advise the leaseholders that as the application progresses additional documents will be added to the website, including the final decision of the tribunal, stating clearly that the final decision is likely to be uploaded on or after **20 November 2023**.
- Confirm to the tribunal by email that this has been done and stating the date(s) on which this was done.
2. Those leaseholders who oppose the application must by **20 October 2023**:
- Complete the attached reply form and send it by email to the tribunal; and
 - Send to the Applicant landlord, by email or by post, a statement in response to the application with a copy of the reply form. They should send with their statement copies of any documents upon which they wish to rely.
 - The Applicant landlord must by **3 November 2023**:
 - Prepare a digital, indexed and paginated Adobe PDF bundle of all relevant documents for use in the determination of the application, containing all of the documents on which the Applicant landlord relies, including the application form, these and any subsequent directions, copies of any replies from the leaseholders and any relevant correspondence with the tribunal;
 - Upload a copy of the bundle to their website;
 - Write to each of the leaseholders who have sent a reply form to oppose the application, by email and/or post, providing them with a link to the uploaded bundle or, if they request one, a paper copy of the bundle;
 - Also send an email to the tribunal at London.Rap@justice.gov.uk with a similar link to the uploaded bundle, that can be downloaded by the tribunal. The subject line of the email must read: "BUNDLE FOR PAPER DETERMINATION: [case reference number]".

Decision

3. The tribunal will decide the application during the seven days commencing **20 November 2023** based on the documents.
4. However, any party may request a hearing. Any such **request should be made by as soon as possible**, giving an indication of any dates to avoid. The hearing will have a time estimate of two hours, but a party should notify the tribunal if that time estimate is insufficient.
5. If a hearing is requested:
 - It shall take place on **a date to be confirmed as a face to face hearing, at 10 Alfred Place, London WC1E 7LR**, making use of the electronic documents received. The parties may if they wish (but are not obliged to) provide the tribunal and the other parties with a concise written summary of their case (referred to as a “skeleton argument”) **three days** before the date of the listed hearing.
 - A party who is intending to rely upon oral witness evidence at a hearing must provide the witness with a copy of the hearing bundle for use at the hearing.
 - Parties may wish to print out a copy of the digital hearing bundle(s) for use at the hearing. The tribunal will be using the digital hearing bundles provided, unless it directs otherwise.
 - Any party may request, from another party, a physical paper copy of a hearing bundle relied upon by that party (this must be provided, free of charge, within seven days of the request).
 - If you or your witness intends to give **oral evidence** at the hearing from somewhere outside of the United Kingdom, you must:
 - (a) follow the guidance provided in the Guidance Note for Parties: Giving Evidence from Abroad which can be obtained from the tribunal’s case officer.
 - (b) notify the Tribunal by email to London.Rap@justice.gov.uk, copied to all other parties, within 5 working days of receipt of these Directions, to confirm that you or your witness intends to apply to give evidence from abroad, confirming (i) which country, and (ii) that you will follow the process in the Guidance Note.

A copy of the Guidance Note can be provided by the case officer on request.

Failure to follow the Guidance is likely to result in you or your witness being unable to give oral evidence from abroad.

6. The tribunal will send a copy of its eventual decision to the representative of every represented leaseholder and to any unrepresented leaseholders,

who have completed and returned the reply form attached to these directions.

7. Furthermore, the Applicant must either send a copy of the tribunal's decision and appeal rights to all leaseholders, or upload a copy of the tribunal's decision and appeal rights on their website, if they have one, or on a web-based document storage site **within 7 days of receipt** and shall maintain it there for at least 3 months, with a sufficiently prominent link to both on their home page, or (if longer) until the new contract is entered into.

Applications

8. Applications for further directions, interim orders, variations of existing directions, or a postponement of the final hearing/determination must be made using form Order 1².

Non-Compliance with Directions

9. If the **applicant** fails to comply with these directions the tribunal may **strike out** all or part of their case pursuant to rule 9(3)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the 2013 Rules").
10. If the **respondent** fails to comply with these directions the tribunal may bar them from taking any further part in all or part of these proceedings and may determine all issues against it pursuant to rules 9(7) and (8) of the 2013 Rules.

Name: Judge Tagliavini

Date: 22
September
2023

Attached: Reply Form for Leaseholders

² Form Order 1 is available at <https://www.gov.uk/government/publications/ask-the-first-tier-tribunal-property-chamber-for-case-management-or-other-interim-orders>

Main Owner, Joint Owner 1, Joint Owner 2, Joint Owner 3. Joint Owner 4 / The Leaseholder
Address 1 & Correspondence Address 1
Address 2 & Correspondence Address 1
Address 3 & Correspondence Address 1
Address 4 & Correspondence Address 1
Postcode & Correspondence Postcode

Date

Dear Main Owner, Joint Owner 1, Joint Owner 2, Joint Owner 3. Joint Owner 4 / The Leaseholder

Long-Term Qualifying Agreement for Gas

You may be aware from media coverage that it is an uncertain and volatile market for the supply of utilities, particularly gas.

To secure the best deal we signed a contract for gas in September. Poplar HARCA has applied to the First-Tier Tribunal (FTT) to dispense with the requirements to consult about this long-term agreement.

The FTT application and directions are on our website here: www.poplarharca.co.uk/your-home/leaseholders/gas-contract/

You can respond to the application by 20 October 2023 by

- completing the reply form on our website and email it to the Tribunal; and
- email or send the response to Poplar HARCA with a copy of the reply form and any documents you want the Tribunal to consider.

If you want a printed copy of the application and directions call the Service Charge Team on 0800 035 1991 or email ServiceChargesTeam@poplarharca.co.uk.

As the application progresses more information will be added to our website, including the final decision which we are expecting after 20 November 2023

Yours sincerely

Dawn Box
Head of Housing Services

Case Reference:	LON/00BG/LDC/2023/0234
Property:	Various properties in the London Borough of Tower Hamlets as per the application

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form to:

The First-tier Tribunal Property Chamber (Residential Property) **by email** to: London.RAP@justice.gov.uk

And send a copy to the landlord's representative Roythornes Limited, LO1 Newhall Street, Birmingham Bs 3NH

DanielSkinner@roythornes.co.uk

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name address of any spokesperson or representative appointed for the leaseholder:	Daniel Skinner, Roythornes Limited, LO1 Newhall Street, Birmingham Bs 3NH	

Please also complete the details below:

Date:	19/10/2023
Signature (can be digital):	Apurva Suresh
Print Name:	Apurva Suresh
Address of affected property:	203 Coppers House, 24 Accra close, E14 0TA
Your correspondence address (if different):	N/A
Telephone:	[REDACTED]
Email:	[REDACTED]

Case Reference:	LON/00BG/LDC/2023/0234
Property:	Various properties in the London Borough of Tower Hamlets as per the application

ONLY COMPLETE AND RETURN THIS FORM IF YOU OBJECT TO THE APPLICATION

If you do object please complete and return this form to:

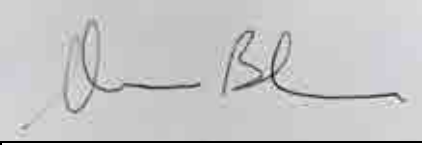
The First-tier Tribunal Property Chamber (Residential Property) **by email** to: London.RAP@justice.gov.uk

And send a copy to the landlord's representative Roythornes Limited, LO1 Newhall Street, Birmingham Bs 3NH

DanielSkinner@roythornes.co.uk

	Yes	No
Have you sent a statement in response (as per direction 2) to the landlord?	X	<input type="checkbox"/>
Do you wish to request an oral hearing?	<input type="checkbox"/>	X
Name address of any spokesperson or representative appointed for the leaseholder:	Martina Bertazzon Flat 30 Jolles House 90 Bromley High Street E3 3YF London	

Please also complete the details below:

Date:	20/10/2023
Signature (can be digital):	
Print Name:	Martina Bertazzon
Address of affected property:	Flat 30 Jolles House 90 Bromley High Street E3 3YF London
Your correspondence address (if different):	
Telephone:	██████████
Email:	██████████