

H.M. Land Registry

Land Registration Act 2002

Lease of Part

Administrative Area:

Newport

Landlord's Title Number out of which Lease is granted:



New Title Number to be allocated:

Property: Clewer Court Oakfield Road Newport.

THIS LEASE is made the

BETWEEN :

(1) CLEWER COURT RESIDENTS LIMITED of Clewer Court Oakfield Road
Newport Gwent (Company Registration Number 1519055) ("the Landlord") and

Clewer Court
Oakfield Road Newport Gwent ("the Lessee")

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. DEFINITIONS, INTERPRETATION AND GENERAL

1.1 Definitions

For all purposes of this Lease the terms defined in this clause have the meanings specified.

1.1.1 "The Building"

"The Building" means the Property known as Clewer Court, Oakfield Road, Newport, Gwent for the purpose of identification only edged red on Plan 1 annexed hereto and registered at H.M. Land Registry under title number WA154506

1.1.2 "The Common Parts"

"The Common Parts" means the parts of the Building intended for use from

time to time in common by the owners or occupiers of the Units comprising the entrance halls, corridors, staircases, landings, refuse bin area, driveways and all open spaces and landscaped areas situate outside the building.

1.1.3 “Conduits”

“Conduits” means pipes, sewers, drains, mains, ducts, conduits, gutters, water courses, wires, cables, channels, flues and all other conducting media and any of them.

1.1.4A “The Unit”

1.1.4.1A Definition of “The Unit”

“The Unit” means the dwelling known as Flat No. 14 Clewer Court on the ground floor of the Building for the purpose of identification only shown edged red on Plan 2 and more particularly defined in Schedule 1.

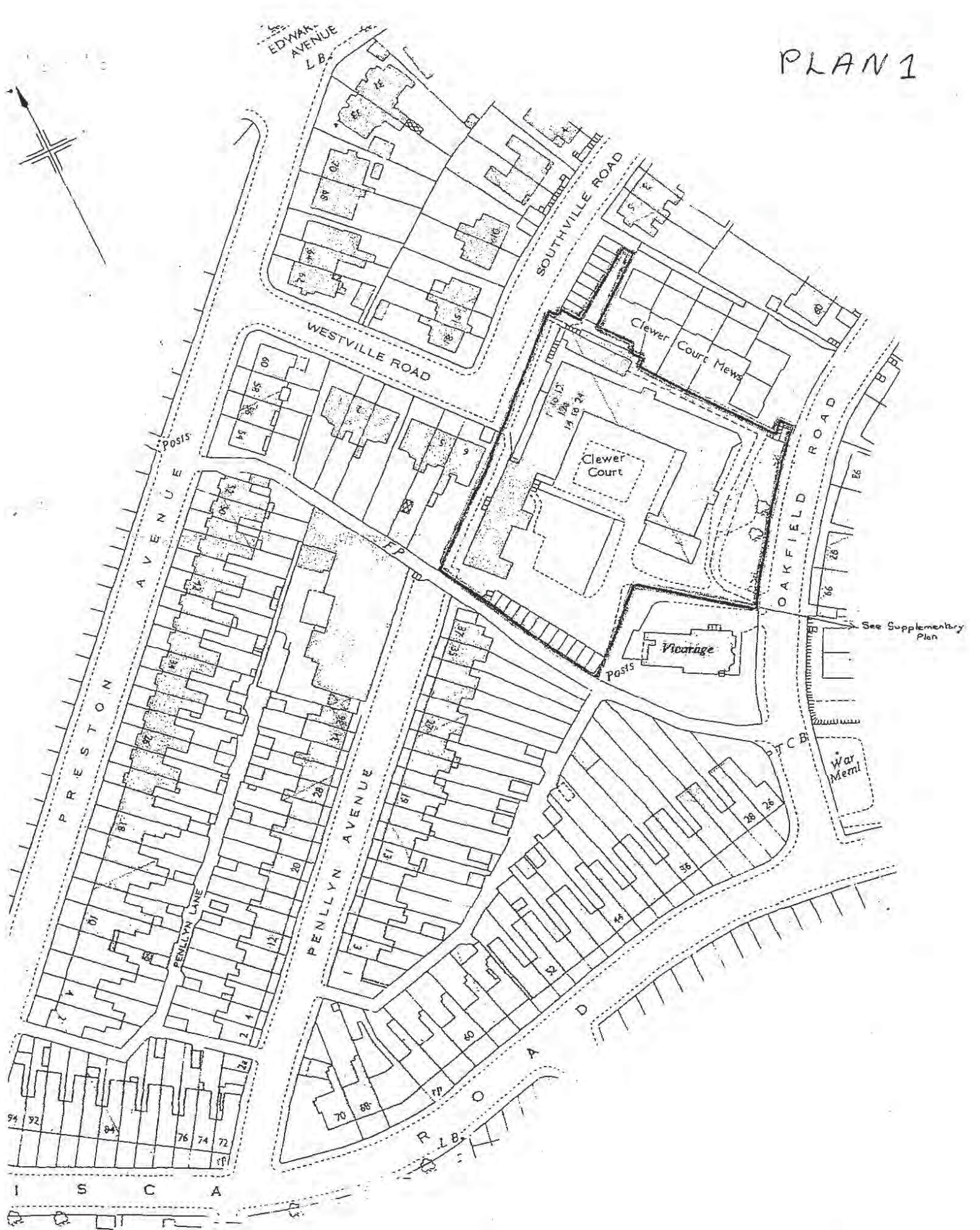
1.1.4.2A Interpretation of “The Unit”

In the absence of any provision to the contrary, reference to “the Unit” means any part of the Unit.

1.1.5 “The Insured Risks”

“The Insured Risks” means the risk of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war or risks) flood damage and bursting and overflowing of waterpipes, apparatus and tanks and such other risks whether or not in the nature of the foregoing as the Landlord from time to time decides to insure against.

PLAN 1



1.1.6 “The Interest Rate”

“The Interest Rate” means the rate of 4% per year above the Base Lending Rate of National Westminster Bank Plc. or such other bank as the Landlord from time to time nominates in writing.

1.1.7 “The Lessee’s obligations to the Landlord”

“The Lessee’s obligations to the Landlord” means the Covenants on the part of the Lessee contained in Schedule 4 Part 1.

1.1.8 “The Lessee’s obligations to the Landlord and the Lessees of the other Units”

“The Lessee’s obligations to the Landlord and the Lessees of the other Units” means the Covenants on the part of the Lessees contained in Schedule 4 Pt. 2.

1.1.9A “Other Units”

1.1.9.1A Definition of “The Other Units”

“The Other Units” are the Units in the Building other than Unit 14

1.1.9.2A Interpretation of “Lessees of the Other Units”

The expression “Lessees of the Other Units” means the Lessees from time to time of the Other Units under Leases whether granted before or after this Lease which have been granted on terms similar to this Lease and which in particular contain Covenants similar to those contained in Schedule 4.

1.1.10 “The Plan”

“The Plan” means the Plan annexed to this Lease and, if numbered Plans are annexed to this Lease, any reference to a numbered Plan is to the annexed Plan so numbered.

1.1.11 “The Planning Acts”

“The Planning Acts” means The Town and Country Planning Act 1990.

1.1.12 “The Rent”

“The Rent” means the yearly rate of a peppercorn

1.1.13 “The Retained Parts”

“The Retained Parts” means the parts of the estate other than:-

1.1.13.1 The Unit

1.1.13.2 The Other Units included in the Leases of the Other Units

Including without prejudice to the generality of the foregoing the roofs and roof space, the foundations and all external, structural or load bearing walls, columns, beams, joists, floor slabs and supports of the Building and such other parts of the Building as are not included in the Unit and are not and would not be included in premises demised by Leases of the other Units if let on the same terms as this Lease

1.1.14 “The Service Charge”

“The Service Charge” means the Service Charge percentage of the expenses contained in Schedule 6.

1.1.15 “The Service Charge Percentage”

“The Service Charge Percentage” means 3.85%.

1.1.16 “The Services”

“The Services” means the services, facilities and amenities specified in Schedule 5 para. 5.3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease.

1.1.17 “The Surveyor”

“The Surveyor”, in relation to any matter arising under this Lease between the

Landlord and the Lessee only, means an independent Surveyor appointed by the Landlord and of whose appointment notice is given to the Lessee.

1.1.18 “The Term”

“The Term” means 125 years commencing on and including the 26th day of March 2007

1.1.19 “V.A.T.”

“V.A.T.” means Value Added Tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of V.A.T.

1.2 Interpretation.

In this Lease:

1.2.1 Covenants

1.2.1.1 Where any Party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that Party or deemed to be made by or with the person comprising that Party jointly and severally:-

1.2.1.2 A Covenant expressed to be made with more than one Party is a Covenant made separately with each of those Parties.

1.2.2 Gender and Number

Words importing one gender shall include all other genders; words importing the singular include the plural and vice versa.

1.2.3 Interpretation of “The Landlord”

The expression “The Landlord” includes the holder for the time being of the reversion immediately expectant on the term.

1.2.4 Interpretation of "The Lessee"

"The Lessee" includes the person who is for the time being the Tenant under this Lease.

1.2.5 Interpretation of "This Lease"

Where the context so allows, the expression "This Lease" includes any documents supplemental to or collateral with this document or entered into in accordance with this document.

1.2.6 Obligations not to Permit or Suffer

Any Covenant by the Lessee not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.2.7 References to Clauses and Schedules

Any reference in this document to a clause, sub-clause, paragraph, sub-paragraph or schedule without further designation is to be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this document so numbered.

1.2.8 References to Rights of Access

References to any rights of the Landlord to have access to the Unit are to be construed as extending to any Mortgagee of the estate and to all persons authorised in writing by the Landlord or Mortgagee having rights of access including agents, professional advisers, contractors, workmen and others.

1.2.9 References to Statutes

Unless expressly stated to the contrary, any references to a specific statute include any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under

that statute.

1.3 Declaration that there is not a Letting Scheme and that the Lessees of the Other Flats do not have the right to enforce the Lessee's Covenants.

1.3.1 Nothing in this Lease is intended to confer any benefit on any person who is not a party to it except that a permitted assignee or successor to a party to this Lease is deemed to be a party to this Lease.

2. DEMISE

The Landlord demises the Unit to the Lessee with full title guarantee together with the rights specified in Schedule 2 but excepting and reserving to the Landlord the rights specified in Schedule 3 to hold to the Lessee for the term subject to the rights, easements, privileges, restrictions, covenants and stipulations affecting the Units contained or referred to in Schedule 4 yielding and paying to the Landlord without deduction or set off:-

2.1 The rent in advance on 29th September in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the date of this Lease to and including the day before the day for payment of rent next after the date of this Lease to be paid on the date of this Lease; and

2.2 By way of further rent the service charge payable in accordance with Schedule 5.

3. THE LESSEE'S COVENANTS

3.1 The Lessee covenants with the Landlord to observe and perform the Lessee's obligations to the Landlord contained in Schedule 4.

4. THE LANDLORD'S COVENANTS

The Landlord covenants with the Lessee to observe and perform the requirements of Schedule 6.

5. INSURANCE

The Provisions of Schedule 7 shall have effect.

6. FORFEITURE

If and whenever during the term:

6.1 The Rent or the Service Charge is outstanding in whole or in part for 21 days after becoming due, whether formally demanded or not; or

6.2 The Lessee breaches any Covenant or other term of this Lease the Landlord may at any time after taking any court proceedings that may be required by law re-enter the Unit or any part of it in the name of the whole – even if any previous right of re-entry has been waived – and thereupon the term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Lessee in respect of any breach of covenant or other term of this Lease including the breach in respect of which re-entry is made.

7. MISCELLANEOUS

7.1 Exclusion of Warranty as to Use

Nothing in this clause or any consent granted by the Landlord under this Lease is to imply or warrant that the Unit may lawfully be used under the Planning Acts for any particular purpose.

7.2 Representations

The Lessee acknowledges that this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease.

7.3 Documents under Hand

Where the Landlord is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord is to be sufficiently given if

given under the hand of the Director, the Secretary or other duly authorised officer of the Landlord.

7.4 Notices

7.4.1 *Form and Service of Notices*

7.4.1.1 Method of Service

Notice under this Lease must be in writing and to ensure safe receipt should be given by hand or sent by First Class Post or Recorded Delivery.

7.4.1.2 Address for Service

7.4.1.2.1 A Notice to the Landlord shall be delivered or sent to the Landlord at its address given in this Lease or given in any Notice given by the Landlord to the Lessee.

7.4.1.2.2 A Notice to the Lessee shall be delivered or sent to the Lessee at the Unit.

7.4.2 *Deemed Delivery*

7.4.2.1 By First Class Post or Recorded Delivery

Unless it is returned to the sender undelivered a Notice sent by First Class Post or Recorded Delivery is to be treated as served on the third working day after posting whenever and whether or not it is received.

“Working Day” means in this context any day from Monday to Friday inclusive except Christmas Day, Good Friday and any statutory or public holiday.

7.4.3 *Joint Recipients*

If the receiving party consists of more than one person a Notice to one of them is Notice to all.

7.5 Rights and Easements

The operation of The Law of Property Act 1925 Section 62 is excluded from this Lease and the only rights granted to the Lessee are those expressly set out in this Lease and the Lessee is not entitled to any other rights in, under or over any part of the estate (other than the Unit) or in, under or over any adjoining property of the Landlord.

7.6 Covenants relating to adjoining Property

The Lessee is not to be entitled to the benefit of or the right to enforce or prevent the release or modification of any covenant, agreement or condition entered into by any Lessee of the Landlord in respect of any adjoining property of the Landlord.

7.7 Dispute with adjoining Occupiers

In the event of any dispute arising between the Lessee and the Lessees or occupiers of any part of the estate other than the Unit in connection with the Unit or any other part of the estate it is to be decided by the Landlord or in such manner as the Landlord directs.

7.8 Effect of Waiver

Each of the Lessee's Covenants is to remain in full force both in law and in equity even if the Landlord has waived or released that Covenant or waived or released any similar Covenant affecting any adjoining property of the Landlord.

7.9 The Perpetuity Period

The Perpetuity Period applicable to this Lease is 80 years from the date of this Lease and whenever in this Lease any party is granted a future interest it must vest within that period or be void for remoteness.

7.10 Exclusion of Liability

The Landlord is not to be responsible to the Lessee or to anyone at the Unit or the

estate expressly or by implication with the Lessee's authority for any accident happening or injury (other than death or injury caused by the Landlord's negligence) suffered or for any damage to or loss of any chattels sustained in the Unit or on the estate.

7.11 Capacity of Grantees

It is declared that the persons to whom this Lease was initially granted hold this Lease as joint Tenants/Tenants in Common.

7.12 Severance

If any term of this Lease is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Lease and the enforceability of the remainder of this Lease shall not be effected.

IN WITNESS whereof the Parties hereto have hereunto set their hands the day and year first before written.

SCHEDULE 1

The Unit

1.1 The expression "the Unit" includes:

- (a) the internal plastered coverings and plasterwork of the walls bounding the Unit and the doors and door frames and window frames fitted in such walls (other than the external surfaces of such doors, door frames and window frames) and the glass fitted in such window frames; and
- (b) the plastered covering and plasterwork of the walls and partitions lying within the Unit and the doors or door frames fitted in such walls and partitions; and
- (c) the plastered coverings and plasterwork of the ceilings and the surfaces of the

- floors thereof including the whole of the floorboards, supporting battens (if any); and
- (d) all Conduits which are laid in any part of the Building and serve exclusively the Unit; and
- (e) all fixtures and fittings in or about the Unit are not hereinafter expressly excluded from this demise but shall not include:-
- (i) any part or parts of the Building (other than any Conduits expressly included in this demise) lying above the said surface 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 and 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.

SCHEDULE 2

Easements, Rights and Privileges granted to the Tenant

- 2.1** The full right and liberty for the Tenant at all times by day or by night and for all purposes incidental to the occupation and enjoyment of the Unit but not further or otherwise to pass and repass on foot over the pathways and whether with or without vehicles laden or unladen over and along and across the roads and drives leading to the Building in common with the Lessor and all others authorised by them to use the same and in common with all others having a like right.
- 2.2** The full right and liberty for the Tenant in common with all other persons entitled to the like right and at all times by day or by night and for all purposes incidental to the occupation and enjoyment of the Unit but not further or otherwise to use on foot only

the entrance halls, staircases and passages in the Building.

- 2.3 The full and free right of passage and running of gas, electricity, water and soil from and to the Unit in, through and along the conduits now laid or hereafter to be laid in or upon the Building or in or upon the curtilage thereof.
- 2.4 The right to subjacent and lateral support for the Unit from the remainder of the building not hereby demised.

SCHEDULE 3

Easements and Privileges excepted and reserved from the Demise.

- 3.1 Full and free right of passage and running of gas, electricity, water and soil from and to the remainder of the Building or any part thereof in, through and along the Conduits now laid or hereafter to be laid in, through or under the Unit or any part thereof.
- 3.2 The full and free right and liberty for the Landlord and its servants, agents and workmen at all reasonable times but only on reasonable notice (except in the case of emergency) to enter the Unit for the purpose of inspecting, repairing, maintaining, decorating or renewing any part of the Building (whether hereby demised or not) including all Conduits now laid or hereafter to be laid in or upon the Building or any part thereof.
- 3.3 The full and free right and liberty for the Landlord and any person or persons authorised by it at any time or times to rebuild or alter any buildings adjoining or adjacent to the premises or to erect new buildings on any property so adjoining or so adjacent to such a height, elevation, extent or otherwise as the Landlord may think fit and so that the access of light and air to the Unit shall until interrupted be deemed to be enjoyed by virtue of these presents which shall be deemed to constitute a consent or agreement in writing for that purpose within the meaning of Section 3 of the

Prescription Act 1832 accordingly so that the enjoyment thereof shall not nor shall these presents prevent any such rebuilding, alteration or erection as aforesaid.

- 3.4 The right to subjacent and lateral support from the Unit for the other parts of the Building not hereby demised.
- 3.5 The right to erect scaffolding for any purpose connected with or related to the building but not so as to prevent access to and use of the Unit

SCHEDULE 4

Part 1

The Lessee's Covenants

4.1 Rent

The Lessee must pay the rent on the days and in the manner set out in this Lease.

4.2 Outgoings exclusive to the Unit

The Lessee must pay:-

4.2.1 All existing and future rates, taxes, duties, assessments, charges, impositions and outgoings whatsoever whether parliamentary, parochial, local or of any other description and whether of an annual or recurring nature or not which now are or during the said term shall be assessed, charged or imposed or payable in respect of the Unit or on the Landlord, Tenant, Owner or Occupier thereof and a due proportion of all such payments as may be assessed, charged, payable upon or in respect of the Building.

- 4.3 The Lessee will from time to time and at all times during the said term well and substantially maintain and keep clean and in good repair and condition the interior of the Unit (including without prejudice to anything hereinbefore contained all floorboards, plaster and other surface covering and all window glass and window sashes, frames, cords, catches and fastenings) and the Landlord's fixtures and fittings

therein and in particular will as occasion requires thoroughly clean all cisterns and will keep all Conduits now laid or hereafter to be laid for the exclusive service of the Unit in good repair and condition.

- 4.4 The Lessee will once in the year 2013 and once in every succeeding seventh year and in the last three months of the said term whensoever and howsoever determined to the reasonable satisfaction of the Landlord's surveyor in a suitable and workmanlike manner wash and paint with two coats of good quality paint and varnish and enamel all the interior parts of the Unit and all additions thereto usually painted, varnished and enamelled and wash, distemper and whiten all ceilings and colour and strip and repaper or otherwise decorate in the style to a property of like character all the walls of the Unit (all materials used first to be approved by the Landlord).
- 4.5 The Tenant will at his expense execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national, local or public authority or body to be executed or done at any time during the said term upon or in respect of the Unit whether by the Landlord or the Tenant thereof.
- 4.6 The Tenant will at his own expense obtain all licences, permissions and consents and execute and do all works and things and bear all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Tenant to the Unit or any part thereof during the said term and will pay the reasonable fees, costs and charges of the respective solicitors and surveyors for the time being of the Landlord in relation to any planning, inspection or approval or otherwise in connection therewith and will keep the Landlord indemnified in respect of any breach or non-observance thereof.
- 4.7 The Tenant will not alter the internal planning or the height, elevation or appearance of the Unit nor will at any time make any alteration or addition thereto nor cut, maim

or remove any of the party or other walls or the principal or load bearing timbers or iron, steel or other supports thereof nor carry out any development thereto nor change the user thereof (within the meaning of any legislation for the time being relating to Town and Country Planning).

4.8.1 The Tenant will not assign, transfer, underlet or part with or share possession of any part of the Unit (as distinct from the whole) in any way whatsoever and will not assign or transfer or part with possession of the Unit as a whole without the previous consent in writing of the Landlord, such consent not to be unreasonably withheld.

4.8.2 The Lessee must not :-

(a) assign the Unit except to a person who has agreed with him to apply following completion of the assignment to become a member of the Landlord Company and who contemporaneously with such assignment enters into a Deed of Covenant with the Landlord in the form set out in Schedule 8 hereto,

4.8.3 The price to be paid for the share in the company shall be the nominal value of the share plus a sum equivalent to 3.85% of the current value of the company's reserves such price to be certified by the company or in the case of dispute between the Transferor and the Transferee by the company's auditors whose decision shall be final and binding and whose fees shall be the joint and several liability of the Transferor and the Transferee.

4.9 The Tenant will not at any time during the term hereby granted underlet the Unit

4.10 The Tenant will forthwith upon every assignment or transfer of the Unit (whether absolute or by way of mortgage or charge or otherwise) and upon the grant of probate or Letters of Administration affecting the term hereby granted and upon the devolution of any such term under any assent or other instrument or otherwise howsoever or by any order of the court give to the Landlord notice in writing of such

assignment, transfer, grant, assent or order with full particulars thereof of the person or persons in whom the term hereby granted shall become vested as aforesaid and will produce to the Landlord a certified copy of every such document as aforesaid and will pay to the Landlord the fee of £30.00 for the registration of such notice together with V.A.T. thereon.

4.11 The Tenant will permit the Landlord or its agent either alone or with workmen at any reasonable hour in the daytime after reasonable notice except in the case of emergency to enter the Unit and examine the state, and repair and condition thereof and to take an inventory of the Landlord's fixtures and fittings then in and about the same and will repair and make good all defects or want of repair and decoration of which such notice in writing shall be given by the Landlord to the Tenant within three calendar months (or immediately in the case of need) after the giving of such notice and if the Tenant shall at any time default in the performance of any of the covenants hereinbefore contained for or relating to the repair and decoration of the Unit it shall be lawful for the Landlord (but without prejudice to the right of re-entry under the clause hereinafter contained) to enter upon the Unit and repair or decorate the same at the expense of the Tenant in accordance with the covenants and provisions of these presents and the expense of such repairs and decorations shall be repaid by the Tenant to the Landlord on demand and in default be recoverable as rent in arrear.

4.12 The Tenant will permit the Landlord and its respective Tenants and Occupiers of adjoining or neighbouring Units or of the neighbouring premises of the Lessor or the respective agents or workmen of the persons aforesaid at reasonable hours in the daytime after reasonable notice except in the case of emergency to enter upon the Unit for the purpose of executing repairs or alterations to or upon any part of the

building (whether hereby demised or not) or of the said neighbouring premises or for the purpose of constructing, laying down, altering, cleansing, emptying, renewing or maintaining any conduits now laid or hereafter to be laid in or upon the Building or any part thereof but making good to the Tenant all damage thereby occasioned and carrying out such works expeditiously and with as little disturbance to the occupier of the Unit as possible but without any liability to pay compensation.

- 4.13** The Tenant will pay to the Landlord on demand all costs and charges and expenses (including legal costs and surveyor's fees) which may be incurred by the Landlord under or in contemplation of any proceedings in respect of the Unit under Section 146 – 147 of The Law of Property Act 1925 or in the preparation or service of any notice thereunder respectively notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.
- 4.14** The Tenant will pay all reasonable costs and expenses of the Landlord (including all solicitor's and surveyor's costs and fees) incurred in granting any consent under this Lease.
- 4.15** The Tenant will not do or permit or suffer any act, matter or thing in or upon the Unit which may render any increased or extra premium to be payable for the insurance of the Building or which may make void or voidable any policy of insurance and will indemnify the Landlord against any increased or additional premium, which by reason of any such act or default of the Tenant may be required for effecting or keeping up any such insurance and that, in the event of the Unit or the Building or any part thereof being damaged or destroyed by fire at any time during the term hereby granted and the insurance money under any insurance against fire effected thereon by the Landlord being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant then in every such case the Tenant will

forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the same, any dispute as to the proportion to be so contributed by the Tenant or otherwise in respect of or arising out of this provision to be referred to arbitration in accordance with the provisions of The Arbitration Acts 1950 or any statutory modification or re-enactment thereof for the time being in force.

- 4.16** The Tenant will at the expiration or sooner determination of the said term yield up to the Landlord the Unit together with all additions and improvements made thereto in the meantime and all fixtures and fittings of every kind (other than except Tenant's fixtures and fittings) in or upon the Unit or which during the said term may be affixed or fastened to or upon the same so painted, repaired, cleansed, maintained, mended and kept as aforesaid.
- 4.17** The Tenant will not do or suffer to be done on any part of the Building anything which may hinder or prevent free access with or without vehicles to the entrance doors of the Building.
- 4.18** The Tenant shall forthwith give notice to the Landlord of any notice or order or proposal for a notice or order served under any statute, order, regulation or by-law on the Tenant and, if so required by the Landlord, will produce the same and, where reasonably required by the Landlord, make or join in making such applications and representations in respect thereof as are referred to in sub-clause 5.3.13 hereof.
- 4.19** Not to erect or cause or permit to be erected upon the exterior of the Unit or upon any exterior part of the Building any wireless, television or other aerial or other apparatus for receiving wireless, telegraphic or other signals and will not cause or permit any such aerial or apparatus wholly or in part to project from the interior of the Unit

- 4.20 The Tenant will repay to the Landlord all costs, charges and expenses incurred by the Landlord in repairing, renewing and reinstating any part of the Building not hereby demised or any conduits laid in connection with the Building so far as such repair or renewal or reinstatement shall have been necessitated or contributed to by any act, negligence or default of the Tenant.
- 4.21 The Tenant will not stop up, darken or obstruct any windows or lights belonging to the Building or any adjoining or neighbouring buildings belonging to the Lessor nor knowingly permit any new window, light, opening, doorway, path, passage or drain or other encroachment or easement to be made or acquired into, against or upon the said Unit and in case any such window, light, opening, doorway, path, passage, drain or other encroachment or easement shall be made or attempted to be made, will forthwith on first becoming aware thereof give notice in writing to the Landlord and will, at the request and cost of it, adopt such means as may be reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement.
- 4.22 The Tenant will at all times during the said term observe the regulations contained in the second part of this Schedule 4 and all such reasonable regulations as the Lessor may make from time to time for the management of the Unit or of the Building.

Part Two

Regulations to be observed by the Tenant

- (a) To use and occupy the Unit as a private dwelling house for the sole occupation of the Tenant and his family and servants and for no other purposes (no boarders or lodgers shall be taken in)
- (b) Not to use the Unit or any part thereof for the purposes of any business as defined

by The Landlord & Tenant Act 1954 Part II nor for any profession nor shall the address of the building or Unit be used in any advertisement or business stationery or publication of any kind.

- (c) Not to apply for nor obtain in any manner a grant under any existing or future legislation to enable works to be carried out to the Unit.
- (d) Not to permit a drunkard or a person of immoral life to use or reside in the Unit.
- (e) Not to do or permit to be done whether by him or his family, servants, agents or visitors any act to the damage or annoyance of the Landlord or the Tenants of the Landlord or the occupiers of any part of the Building or of any adjoining or neighbouring premises or the neighbourhood or any illegal or immoral act.
- (f) No piano, radio, television set, gramophone, loudspeaker or mechanical or other musical instrument of any kind shall be played or used nor any singing practised in the Unit so as to cause annoyance to the Landlord or the Tenants and occupiers of other units in the building or so as to be audible outside the units or at any event between the hours of 11 p.m. and 8 a.m.
- (g) Not to use any electrical device which has not an effective suppressant fitted thereto.
- (h) Not without the consent of the Landlord which may be subject to conditions or withdrawn at any time to keep any live animal, bird or reptile in the Unit
- (i) Not at any time to place or permit to be placed or allow to remain on any land over which the Lessee is granted a right of way by this Lease or of halls, landings or stairways leading to the demised premises any chattels or goods or any form of obstruction whatsoever.
- (j) Not to deposit anything or to throw any dust or beat any mat, carpet or cloth on or to allow children to play or obstruct the user of the Landlord and all persons

authorised by it of the entrance hall, passages or staircases.

- (k) Not to remove from the Unit any cinders, dust or rubbish except in a covered pail to be provided at the expense of the Tenant or, if any person in the Unit shall suffer from a notifiable or other infectious disease without adequately disinfecting the contents of the pail, in such a manner as the Landlord shall from time to time appoint.
- (l) Not to reside or use or permit any other person to reside in or use the Unit unless the floors thereof (including the passages) are covered with carpet and underfelt or linoleum or sound-absorbing tiles except where the same shall be removed for cleaning, repairing or decorating the Unit or for some temporary purpose.
- (m) Not to permit any riding of bicycles, roller skates, scooters or any similar thing on the common parts which may cause annoyance to any Tenant or occupier of any other units in the Building.
- (n) Not to leave or deposit or allow to be left or deposited on the balconies or windowsills forming part of the Unit any article or thing of any kind which in the opinion of the Landlord is unsightly or dangerous to the other Tenants of the Building or to licencees or invitees of the Landlord or any person passing underneath such balconies or windowsills and not to put, hang or permit to be hung any clothing or other articles upon the outside of the Unit or the Building and not to shake, beat or permit to be shaken or beaten any carpets, dusters or other objects from the windows or doors of the Unit or the Building.
- (o) Not to place any advertisement or notice of any description in the windows or on the outside walls or doors of the Unit but this provision shall not prevent the Tenant from having their name outside the entrance door of the Unit on a plate of a design to be approved by the Lessor.

- (p) Not to waste water supplied to the Unit.
- (q) To place all refuse in the receptacles provided for that purpose.
- (r) To provide and maintain in good and clean condition curtains for all windows in the Unit and to cause all windows of the Unit (both inside and out) to be cleaned at least once every month.
- (s) Not to permit any safe or other article weighing more than 6 cwt. to be brought into the Unit without the written consent of the Landlord.
- (t) To pay all charges in respect of gas and/or electric current supplied or for the use of a telephone (if any).
- (u) No vehicle belonging to the Tenant or other visiting persons shall be parked on any footpath in the driveways or forecourt of the Building and any such vehicle shall be placed so as not to cause any obstruction or inconvenience to other tenants and in accordance with the directions of the caretaker or other servant of the Landlord. Washing, testing or repairs to vehicles must not be carried out in the driveway, forecourt or grounds of the Building.
- (v) All users of common parts of the Building between 11 p.m. and 7 a.m. shall be as quiet as possible and special care shall be taken during use between these hours to close the entrance door of the part of the building in which the Unit is situate and not to cause any disturbance or annoyance to other Tenants.
- (w) Complaints of all kinds and applications with regard to repairs and other matters shall be made in writing to the Landlord or its duly authorized agents and not (except in emergency) to any servants of the Landlord employed at the Building.

SCHEDULE 5

The Service Charge and Services

5.1 Definitions

In this Schedule the terms defined below have the meanings given in this paragraph

5.1.1 “a financial year”

References to a “financial year” are references to the period commencing on the 1st day of July in any year and ending on the 30th day of June in the following year or such other annual period as the Landlord in its discretion determines as being that for which its accounts either generally or in respect of the estate are to be made up

5.1.2 “The plant”

“The plant” means all electrical mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on or at the Building including cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television and all other such equipment, including stand-by and emergency systems

5.2 “Service Charge provisions”

5.2.1 *Certificate of the Landlord’s expenses*

As soon as reasonably practicable after each financial year the Landlord must issue a certificate containing a summary of the Landlord’s expenses for that financial year and a summary of any expenditure that forms part of the Landlord’s expenses in respect of the previous financial year but has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Landlord to the Lessee

5.2.2 *Omissions from the Certificate*

Omissions from a certificate of the Landlord’s expenses of any expenditure

incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any separate certificate

5.2.3 Deemed Landlord's expenses

5.2.3.1 In any financial year the Landlord's expenses are deemed to include :-

5.2.3.1.1 Such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in paragraph above whenever paid or incurred whether before or during the term, including reasonable provision for anticipated expenditure by way of contribution to reserve funds, as the Landlord in its reasonable discretion allocates to that financial year

5.2.4 Certificates conclusive

Any certificate of the Landlord's expenses, is to be conclusive as to the matters it purports to certify

5.2.5 Payment

For each financial year the Lessee must pay the service charge percentage of the Landlord's expenses

5.2.6 Payment on account

For each financial year the Lessee must pay to the Landlord on account of the service charge such a sum as is reasonable having regard to the likely amount of the service charge. That sum must be paid in advance by equal instalments on the usual quarter days. During any financial year the Landlord may revise the contribution on account of the service charge for that financial year so as to take into account any actual or expected increase in expenditure

5.3 The Services

The Services are:-

- 5.3.1 Repairing and, whenever the Landlord regards it as necessary in order to repair, replacing or renewing the retained parts and the car parking spaces on the estate whether or not included in this Lease or in the Lease of any other unit
- 5.3.2 Decorating the retained parts where appropriate or necessary
- 5.3.3 Placing and running maintenance contracts for the estate
- 5.3.4 Providing reasonable lighting to the common parts inside and outside the building
- 5.3.5 Providing reasonable central heating to the common parts within the building
- 5.3.6 Carrying out inspections and tests to the retained parts that the Landlord from time to time considers necessary or desirable
- 5.3.7 Planting, tidying, tending and landscaping any appropriate parts of the common parts in such manner as the Landlord from time to time considers it appropriate
- 5.3.8 Providing, replacing and renewing trees, shrubs, flowers, grass and other plants in the grounds of the estate
- 5.3.9 Employing such persons as the Landlord considers necessary or desirable from time to time in connection with the providing of any of the services and performing the Landlord's other obligations under this Lease
- 5.3.10 Discharging any amounts that the Landlord may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning anything that are appurtenant to the estate or used for the estate in common with any

adjoining property

- 5.3.11** Erecting, providing, maintaining, renewing, replacing notice boards, notices and other signs in the building or on the estate as the Landlord may from time to time consider appropriate
- 5.3.12** Discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoings whatsoever in respect of the retained parts including without prejudice to the generality of the above those for water, electricity and gas
- 5.3.13** Taking any steps the Landlord from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affecting the estate, including any notice, regulation or order of any Government department, local, public, regulatory or other authority or Court, compliance with which is not the direct liability of the Lessee or any of the Lessees of any parts of the estate, and
- 5.3.14** Discharging the reasonable and proper cost of any service or matter the Landlord acting reasonably thinks proper for the better and more efficient management and use of the estate and the comfort and convenience of its occupants
- 5.3.15** The cost of insuring the building against the insured risks

SCHEDULE 6

The Landlord's Covenants

6.1 To Make Applications

To make such applications and representations and to take such action as it shall in its absolute discretion think necessary in respect of any notice or order or proposal

for a notice or order served under any statute order regulation or by-law on the Tenant or on any further Lessee of the Tenant or on any Tenant or further Lessee of any other of the units in the building or on the Lessor itself in respect of the building or the curtilage thereof or all or any of the flats therein.

6.2 To enforce Covenants on behalf of Tenants

If so required by the Tenant to enforce the covenants and conditions similar to those contained herein on the part of the Tenant entered into or to be entered into by the Tenants of the other units in the building so far as they affect the unit on the Tenant indemnifying the Lessor against all costs and expenses of such enforcement.

6.3 Quiet Enjoyment

The Landlord covenants with the Lessee to permit the Lessee peaceably and quietly to hold and enjoy the unit without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him or by title paramount.

6.4 The Services

6.4.1 *Provision for the Services*

If the Lessee pays the service charge and observes his obligations under this Lease the Landlord must use his best endeavours to provide the services listed in Schedule 5 para. 5-3 and subject to the provisions of para. 6.4.3 below.

6.4.2 *Relief from Liability*

The Landlord is not to be liable to the Lessee for any breach of his obligations under para. 6.4.1 where a breach is caused by something beyond his control provided he uses reasonable endeavours to remedy the breach except to the extent that the breach:

6.4.2.1 could have been prevented; or

6.4.2.2 its consequences could have been lessened; or

6.4.2.3 the time during which its consequences were expressed could have been shortened by the exercise of reasonable skill by the Landlord or those undertaking the obligation on his behalf.

6.4.3 *Variation of Withholding of Services*

The Landlord may add to withhold or vary the services if he considers the addition withholding or variation to be necessary or desirable even if it increases the Landlord's expenses or if he is required to do so by a competent authority.

6.5 Obligations in respect of Other Units

6.5.1 *To grant Leases of Other Units on the Same Terms*

The Landlord has demised as regards every other Unit of which a Lease has been granted before this Lease and will demise as regards every other Unit of which a Lease may be granted after this Lease every other Unit on terms similar to this Lease and in particular to contain covenants similar to those contained in Part 2 of Schedule 5

6.5.2 *To enforce obligations in Leases of other Flats*

The Landlord may and will if requested by the Lessee enforce the obligations on the part of the Lessee of every other Unit provided that the Lessee repays to the Landlord on demand the full amount of all costs and expenses of the Landlord so doing and provides before any step to enforce those obligations is taken such securities for the Landlord's costs and expenses as the Landlord may reasonably require.

SCHEDULE 7

Insurance

7.1 Warranty as to Convictions

The Lessee warrants that before the execution of this document it is disclosed to the Landlord in writing any conviction judgement or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the insured risks.

7.2 Covenant to Insure

The Landlord covenants with the Lessee to insure the estate unless the insurance is vitiated by an act of the Lessee or by anyone at the estate expressly or by implication with his authority.

7.3 Details of Insurance

7.3.1 *Office Underwriters and Agencies*

Insurance is to be effected in such reputable insurance office or with such underwriters and through such agency as the Landlord from time to time decides.

7.3.2 *Insurance Cover*

Insurance must be effected for the following amounts.

7.3.2.1 A sum that the Landlord is from time to time advised by an independent surveyor is the full cost of rebuilding and reinstating the estate including V.A.T., architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any application for Planning Permission or other permits or consents that may be required in relation to the rebuilding or reinstating of the estate, the cost of preparation of the site including shoring up, debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses.

7.3.2.2 The cost of rental and service charge income from the estate for three years or a “longer period” as the Landlord from time to time requires for planning and carrying out rebuilding or reinstatement.

7.3.3 *Risks Insured*

Insurance must be effected against damage or destruction by any of the insured risks to the extent that such insurance may ordinarily be arranged for a property such as the estate subject to such excesses, exclusions or limitations as the insurer requires.

7.4 *Reinstatement and Termination*

7.4.1 *Obligation to Obtain Permissions*

If and whenever the estate and any part of it is damaged or destroyed by one or more of the insured risks or any other risk against which the Landlord has in fact insured and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone of the estate expressly or by implication with his authority then the Landlord must use his best endeavours to obtain Planning Permission or other permits and consents that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the estate.

7.4.2 *Obligation to Reinstatate*

Subject to the provisions of Clause 7.4.3 and if any permissions are required after they have been obtained, the Landlord must as soon as reasonably practicable apply all monies received in respect of such insurance in rebuilding or reinstating the parts of the estate destroyed or damaged.

7.4.3 *Relief from the Obligation to Reinstatate*

The Landlord need not rebuild or reinstate the estate if and for so long as the

rebuilding or reinstatement is prevented because:-

7.4.3.1 The Landlord despite using his best endeavours cannot obtain the necessary permission;

7.4.3.2 Any permission is granted subject to a lawful condition which it is impossible for the Landlord to comply with;

7.4.3.3 There is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances;

7.4.3.4 The Landlord is unable to obtain access to the site to rebuild or reinstate;

7.4.3.5 Rebuilding or reinstating is prevented by war, an act of God, a government action, strike or lock-out; or

7.4.3.6 Because of the occurrence of other circumstances beyond the Landlord's control.

7.4.4 *Notice to Terminate*

If the unit is not fit for the Lessee's habitation at the end of the period of three years starting on the date of the damage or destruction either the Landlord or the Lessee may by notice served at any time within six months of the end of that period ("Notice to Terminate following Failure to Reinstate") implement the provisions of para. 7.4.5.

7.4.5 *Termination following Failure to Reinstate*

On the service of a Notice to Terminate following Failure to Reinstate the term is to cease absolutely – but without prejudice to any rights or remedies that may have accrued – and all money received in respect of the unit under the insurance effected by the Landlord pursuant to this Lease (so far as not

properly expended in or about reinstatement) shall be divided between the Landlord and the Lessee in proportion to the values of their respective interests in the unit at the time of the damage or destruction giving rise to the payment. In the event of any dispute the proportions may be determined under the provisions of the Arbitration Act 1996 by a single arbitrator to be appointed by agreement between the Landlord and the Lessee or, in default of agreement, by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors at the request of either party.

7.5 Lessee's further Insurance Covenants

The Lessee covenants with the Landlord to observe and perform the requirements contained in this paragraph 7.5.

7.5.1 *Requirements of the Insurers*

The Lessee must comply with all the requirements and recommendations of the insurers.

7.5.2 *Notice of Events affecting the Policy*

The Lessee must give immediate notice to the Landlord of any event that might affect any insurance policy on or relating to the unit and of any event which the Landlord may have insured under this Lease.

7.5.3 *Notice of Convictions*

The Lessee must give immediate notice to the Landlord of any conviction, judgement or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance.

7.5.4 *Other Insurance*

If, at any time, the Lessee is entitled to the benefit of any insurance of the unit

that is not effected or maintained in pursuance of any obligation in this Lease the Lessee must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received.

7.6 Landlord's further Insurance Covenants

The Landlord covenants with the Lessee to observe and perform the requirements set out in this paragraph 7.6 in relation to the insurance policy that he has effected pursuant to his obligations contained in this Lease.

7.6.1 *Copy Policy*

The Landlord must produce to the Lessee on demand a copy of the policy and the last premium renewal receipt.

7.6.2 *Change of Risks*

The Landlord must notify the Lessee of any material change in the risks covered by the policy from time to time.

7.6.3 *Waiver of Subrogation*

The Landlord must produce to the Lessee on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Lessee.

7.6.4 *Liability to Third Parties*

The Landlord will effect insurance in respect of any risks for which the Landlord may be liable in respect of any injury or damage to persons on the estate in such amount as may be reasonable from time to time with such insurance office or with such underwriters and through such agencies as the Landlord shall from time to time decide to the extent that such insurance may ordinarily be arranged for such risks subject to such excesses exclusions or limitations as the insurer requires.

