

DATED

201

and

- to -

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

**L E A S E
(LEASEHOLD)**

Term Commences:

Term of Years:

Term Expires:

REF:

THIS LEASE is made the day of 201

BETWEEN

the Landlord of the one part and the Tenant of the other part

WITNESSETH:

In consideration of the Rent and covenants on the part of the Tenant and the conditions hereinafter reserved and contained as follows: -

1 IN THIS Lease the following expressions shall have the following meanings and definitions

Landlord *landlord name and address* and including the person or persons for the time being entitled to the reversion expectant upon the determination of the term hereby granted;

Tenant **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green London N22 8LE and its successors in title;

Authorised Officer means the Contracts Manager, Community Housing Services;

Building means the building known as **add address from front page** of which the Premises form part

Common Parts means such entrances, passages, staircases, circulation areas, lifts, service roads, gardens, forecourts, lavatories and other areas from time to time provided for the common use of the tenants, occupiers, visitor of any of them;

Conduit means any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary

equipment or structures;

End of the Term means the determination of the Term by expiry, forfeiture, notice, surrender or otherwise;

Exceptions and Reservations means rights reserved unto the Landlord set out in the Second Schedule;

Facilities means all entry phones, boilers, heaters, gas fires, water heating system and the central heating systems and all other gas fittings material appliances and equipments;

Furnitures means the furnitures furnishings (including all carpets and floor coverings) and appliances listed in the List of Furnishings and Furnitures annexed to this Lease;

Head Lease means the lease vesting the Premises in the Landlord and out of which the term is hereby granted

Head Landlord means the landlord named in the Head Lease or other the person in whom the reversion is hereby granted

Insurance means insurance effected in such insurance office of repute, or with such underwriters, and through such agency as the Landlord may decide, and subject to such excesses, exclusions, limitations and conditions as the insurer may require or the Landlord may properly negotiate (but the Landlord shall endeavour to negotiate policies under which the insurer has no rights of subrogation against the Tenant) and covering:

(a) the Premises (but specifically excluding tenant's and trade fixtures and fittings) against the Insured Risks for a

sum sufficient to cover the cost of reinstatement assuming total loss, including all applicable VAT and ancillary costs (such as site clearance and professional fees) and appropriate allowance for inflation;

(b) Loss of Rent;

(c) third party and public liability at the Premises for such sums as the Landlord may from time to time consider prudent;

Insured Risks

means any loss or damage to the Premises occasioned by fire aircraft storm tempest lightning flood malicious damage earthquake civil commotion explosion subsidence and such other risks as are specified by the Tenant and any other risks that the parties hereto may from time to time agree and in such sum as shall be the reinstatement value of the Premises together with architects surveyors and other professional fees and loss of rent for the residue of the Term;

**Landlord's
Fixtures &
Fittings**

means the Facilities and all such items listed in the List of Fixtures and Fittings attached to this Lease and all other fixtures and fittings at the Premises whenever fixed except those fixed by the Tenant which are generally regarded as tenant's fixtures;

Loss of Rent

means the loss of all Rent for such period (being not less than three years) as the Landlord may from time to time reasonably consider sufficient to complete reinstatement of the Premises following a total loss and for such sum as takes into account any likely rent review during that period;

Planning Acts

means the Town and Country Planning Act 1990 and all other statutes containing provisions relating to town and country planning when from time to time in force and all other statutes, statutory instruments, regulations and orders included by virtue of Clause 2.5;

Premises

means the whole of the property consisting of bedrooms and habitable rooms and known as **(add address)** and all and any part of such property and any additions thereto including:

- (i) the Landlord Fixtures and Fittings whenever fixed except those fixed by the Tenant which are generally regarded as tenant's fixtures;
- (ii) the Conduits.

1993 Regulations

means the provisions of regulation 14 of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) Amendment Regulations 1993 and made in accordance with section 11(5) of the Consumer Protection Act 1987 or any Act or Acts of Parliament Statutory Instrument Rules Orders or Regulations amending replacing substituting or consolidating the same;

Rent

(Please delete – “standard”)

shall be **words and figures (£ in figures)** per week;
(being a monthly amount of **words and figures (£ in figures)**) per calendar month; being an annual amount of **words and figures (£ in figures)**)

(Please delete – “no back dating”)

"Rent" shall be firstly from the _____ to _____ for the sum of _____ **words and figures (£ _____ in figures)** per month (being an annual amount of _____ **words and figures (£ _____ in figures)**) and secondly the rent shall be paid from the _____ to _____ for the sum of _____ **words and figures (£ _____ in figures)** per month (being an annual amount of _____ **words and figures (£ _____ in figures)**).

Rights means those rights to be granted to the Tenant set out in the First Schedule;

Schedule of Condition means the Schedule of Condition signed by the parties and annexed to this Lease;

Services means the provision operation and carrying out and carrying out by the Landlord of such services which (in the context of the parties' intention that the Building is to be used as residential accommodation) are in the reasonable opinion of the Landlord:

- (a) appropriate for the maintenance, repair, renewal, lighting, upkeep, redecoration, security, management, running and cleanliness of the Building (including the Common Parts) including (without prejudice to the generality of the foregoing) the necessary replacement of the structural parts of the Building, Conduits and items of plant and equipment and their constituent parts when necessary by way of economic repair and the provision and maintenance of any architectural or ornamental features or murals or any plants, shrubs, trees or garden area in the Common Parts; or
- (b) for the benefit of the tenants of the Building; or
- (c) otherwise in keeping with the principles of good

estate management.

- Term** (**as front page**) years from **insert start date of lease** subject to prior determination as hereinafter provided;
- User** Means for residential use as temporary housing accommodation;
- Unit** means an individual residential unit of accommodation in the Building that is let or otherwise exclusively occupied or designed or intended for letting or exclusive occupation otherwise than in connection with the provision of Services;
- VAT** means Value Added Tax or other tax of a similar nature (and unless otherwise expressly stated all references to Rent or other monies payable by the Tenant are inclusive of any VAT charged or chargeable thereon);

2. INTERPRETATION

The provisions of the Lease shall unless the context otherwise requires be construed as follows:

- 2.1 Obligations and liabilities of a party to the Lease comprising more than one person are obligations and liabilities of such persons jointly and severally;
- 2.2 Words importing one gender include all other genders;
- 2.3 The singular includes the plural and vice versa;
- 2.4 A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party;
- 2.5 Reference to a statute includes any amendment, modification, extension, consolidation or re-enactment of it and any statutory

instrument, regulation or order made under it which is for the time being in force;

2.7 Headings to Clauses Schedules or parts of the Lease do not affect the interpretation or construction of the Lease.

3. DEMISE

The Landlord demises the Premises to the Tenant with full title guarantee:

3.1 together with the rights set out in Schedule 1;

3.2 except and reserving to the Landlord as set out in Schedule 2;

3.3 to hold the same to the Tenant for the Term;

3.4 subject to all rights, easements, quasi-easements, restrictions, covenants and liabilities affecting the Premises at the date of this Lease;

3.5 yielding and paying to the Landlord the Rent the first payment to be made one month from the date of the Lease and thereafter at monthly intervals in arrears.

4 TENANT'S COVENANT

The Tenant HEREBY COVENANTS with the Landlord as follows:

4.1 Rent

The Tenant shall pay the Rent as provided in Clause 3 above of this Lease and if the Landlord authorises in writing to his mortgagee or duly authorised agent.

4.2 Outgoings

To pay for all gas electricity and water consumed on and all council tax and sewerage charges in respect of the Premises during the Term.

4.3 Tenant's Repairing Obligations

4.3.1 Subject to any other contrary provisions in this Lease to keep during the Term the interior of the Premises (but not the Conduits) in a good state of repair and condition and proper working order consistent with the Schedule of Condition but so that it shall not be in a better state than in the Schedule of Condition:

4.3.1.1 Except insofar as any damage (of a wanton or malicious nature) to the Premises is shown to have been caused by an act or omission on the part of the Tenant or its sub-tenant and to the extent that such damage is not an Insured Risk the Tenant shall not be obliged either during or at the determination of the Term: -

- (i) to keep or maintain internal load bearing walls columns roof and floor joists the plaster or other internal surfaces or finishes or the decorative material applied to the same or interior faces of all load bearing walls, or for any latent defects or any decorative surfaces or decoration;
- (ii) to carry out any other wants of repair to the Premises or to the Landlord's Fixtures and Fittings occasioned by damage arising from any of the Insured Risks or fair wear and tear or outbreak of dry or wet rot subsidence in the Premises and any rising or penetrating damp whether arising from leaks penetration or failure of damp proofing membrane}.

4.4 Nuisance

In the event of a sub-tenant causing nuisance or disturbance to the Landlord or to any adjoining or adjacent owner or occupier and subject to the Landlord showing to the satisfaction of the Tenant that the occupation of the Premises by the sub-tenant or by other persons permitted by the Tenant is causing a nuisance or annoyance to adjoining occupiers the Landlord may by written notice require the Tenant to determine any such subletting and the Tenant shall use all reasonable endeavours to remove the sub-tenants or permitted occupiers from the Premises within 28 days after service (or such longer period as its necessary to obtain vacant possession) by the Tenant of a notice to the Landlord accepting that such nuisance or annoyance is established to its satisfaction.

4.5 Garden

To keep the garden at the Premises (if any) clear of any domestic rubbish.

4.6 Assignment

4.6.1 The Tenant shall not assign a part (as distinct from the whole) of the Premises.

4.6.2 The Tenant shall not assign the whole of the Premises without the prior consent of the Landlord (which will not be unreasonably withheld or delayed).

4.7 Sub-letting

The Tenant may sub-let the whole or part of the Premises to a person or persons requiring housing accommodation.

4.8 Alterations

Not to make any structural alterations or additions to the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).

4.9 User

Not to use or permit the Premises to be used other than for the User.

4.10 Notice Board

To permit the Landlord during the last three months of the Term to affix and retain without interference upon any part of the Premises a notice for the sale or re-letting of the same.

4.11 Covenants in Head Lease

4.11.1 Where the Term is derived out of the Head Lease the Tenant shall at all times during the Term observe and perform only the covenants restrictions provisions and stipulations on the part of the tenant in the Head Lease insofar as they are consistent with the terms of this Lease and do not fall within the ambit of the Landlord's obligations contained in this Lease or have not been assumed by the Landlord.

4.11.2 Save as agreed under the terms of this Lease the Tenant shall not be responsible for any payments whatsoever for which the Landlord is obliged to make to the Head Landlord under the terms of the Head Lease.

5. LANDLORD'S COVENANTS

The Landlord (so as to bind himself and his successors in title but not so as to be liable after he shall have parted with the title to the Premises) hereby covenants with the Tenant as follow:

5.1 Landlord's Outgoings

To pay all existing and future taxes assessments and outgoings imposed or charged upon the Rent paid other than those to be borne by the Tenant under the provisions of this Lease.

5.2 Directions and Orders and Safety Regulations

5.2.1 The Landlord has observe and comply with the Planning Acts relating to or affecting the use, occupation and operation of the Premises and will comply with all directions notices and orders and execute all such works as are or may under or in pursuance of any Act or Acts of Parliament Statutory Instruments Rules Orders or Regulations or hereafter their amending replacing substituting or consolidating provisions including any required by the Tenant whether or not in its statutory capacity.

5.2.2 The Landlord has complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate will be produced to the Tenant on demand at the commencement of the term of this lease. Annually, the tenant will undertake a new gas safe certificate, the tenant will recharge the landlord only for the cost of the certificate less any administration fee.

5.2.3 That all electrical appliances and equipment supplied by the Landlord are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol.

5.3 Repairs

- 5.3.1 To put and keep in good and substantial repair ensuring regular inspections are made during the Term the exterior of the Premises which shall include (but not limited to):
- (i) the structure roof chimney foundations floorboards ceiling slabs common parts;
 - (ii) the internal and external walls whether or not they are loadbearing;
 - (iii) the doors, door frames, windows and window frames of the Premises;
 - (iv) damp courses and free from damp;
 - (v) all Conduits;
 - (vi) all timbers boundary walls and fences;
 - (vii) all latent defects;
 - (viii) any parts of the premises which is not the responsibility of the Tenant under clause 4.3
- 5.3.2 To maintain and keep in substantial repair and condition the lifts (if any) serving the Premises.
- 5.3.3 To put and keep in substantial repair the whole of the Building which shall include but not limited to:
- (i) the roof, structure foundation and the exterior;
 - (ii) the Common Parts.

5.4 Decorate

To redecorate the exterior of the Premises in every seventh year from the date of the original Lease and to redecorate the interior of the Premises every fifth year from the date of the original Lease in both instances in a good and workmanlike manner with appropriate materials of good quality to the reasonable satisfaction of the Tenant.

5.5 Use of the Furniture

- 5.5.1 The Landlord warrants that each of the Furnitures complies with the 1993 Regulations and shall indemnify the Council against all loss

damages and or any liability arising from any failure with such compliance.

5.5.2 On the date of this Lease to provide and leave the Furnitures at the Premises for use by the Tenant and subtenant during the Term. The Tenant shall have the right at any time during the Term to remove and/or replace at the Landlord's expense any of the Furnitures that are in breach of the 1993 Regulations such expenses to be deducted from the Rent.

5.5.3 The Landlord agrees that at the End of the Term the Tenant shall not be obliged to replace any items of Furniture and the Landlord shall accept the condition of each items of Furniture whether original or substitutions or whether the same are present or missing (howsoever removed) and the Tenant shall not be liable for any missing damaged or lost Furniture.

5.5.4 The landlord will provide and maintain a fridge and a cooker at the premises throughout the duration of the lease. This will include the annual gas checks on the cookers and the bi-yearly PAT testing of any fridges provided at the start of the lease. However, the landlord will not be expected to replace these items if they have been removed by the tenant or its sub-tenant.

5.6 Replacements Repairs and Facilities

5.6.1 To immediately replace or repair any mechanical or electrical appliances and apparatus forming part of the Furniture which are defective at any time throughout the Term.

5.6.2 Throughout the Term and at the Landlord's own expense to keep in repair and replace as necessary any of the Facilities and to ensure that all the Facilities are properly installed and fit for purpose and regularly inspected and the persons installing or inspecting and carrying out the maintenance of the Facilities comply with the provisions of the Gas Safety (Installation and Use) Regulations 1994 and other relevant legislation.

5.6.3 To allow the Tenant and all sub-tenants the continued and uninterrupted use and enjoyment of the Facilities and to provide the Tenant immediately with documentary evidence of the service agreement (if any) and inspection certificates relating to any of the Facilities.

5.7 Garden

To keep the garden in good working order and condition at the beginning of the lease or at intervals determined by the tenant. Without prejudice to the foregoing the Landlord must keep trees trimmed periodically if required.

5.8 Quiet Enjoyment

That the Tenant paying the Rent hereby reserved and performing and observing the covenants on their part shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

5.9 Landlord's address

To immediately notify in writing the Tenant or its duly authorised agents of the Landlord's address for correspondence telephone number banking details and address to which payments of Rent are to be forwarded and any changes thereof.

5.10 Default Repairs

5.10.1 The Tenant shall notify the Landlord in writing (except in an emergency) as soon as reasonably practicable of any breach of the Landlord's obligations under clauses 5.3, 5.4, 5.5, 5.6 and 5.7. The written notice from the Tenant shall specify: -

- (i) the obligations which are the Landlord's responsibility under this Lease.

- (ii) the works required and a reasonable period for carrying them out;
And if the Landlord fails diligently to carry out the works within the time limit set out in the notice (or in the case of an emergency immediately) the Tenant may at the costs of the Landlord choose to carry out the works.

5.10.2 Where the disrepair or works specified in a notice served under this Clause 5(10) are such that the Premises are uninhabitable or cannot reasonably or properly be used or inhabited the Landlord shall pay by way of liquidated damages a sum equal to the Rent payable from a period of 7 days after the service of the notice until the Tenant is satisfied that the works have been carried out to the reasonable satisfaction of the Tenant as to render the Premises habitable or the Lease is terminated in accordance with this Lease.

5.10.3 Where the Tenant has carried out repairs under this Clause 5(10) the Landlord shall pay on demand to the Tenant all reasonable expenses (including building surveyors legal professional and administrative costs) properly incurred in connection therewith.

5.10.4 Sums payable by the Landlord under this Clause 5(10) shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by deducting the sum or sums due from the Rent which may then or may at any time thereafter become due under this Lease or by action.

5.10.5 Where the Tenant serves a notice under clause 5.10.1 above and the Landlord fails diligently to carry out the works and Tenant chooses not to or is unable to carry out the works the Tenant shall be entitled to withhold the Rent payable for the period from the date the breach was notified to the date the works specified in the notice have been completed by the Landlord to the satisfaction of the Tenant.

5.10.6 The remedies of the Tenant specified in this clause are without prejudice to any other remedy available to the Tenant.

5.11 Landlords Indemnity

To indemnify and keep indemnified the Tenant against all matters or things registered or capable of registration in the Local Land Charges

Register or anything that might be revealed by enquiry of any Local Planning or other Authority including any reduction (in the nature of capital cost) in the Tenant's capital budget for the financial years in which the Term falls arising from any misleading information provided to the Tenant or its agents regarding any former ownership or leasing to any Local Authority or Housing Association and resulting in this Lease being construed as capital expenditure and set against the Tenant's prescribed credit approvals for those financial years and any liability expenses and other costs incurred.

5.12 Landlord's Insurance Covenant

It will:

- 5.12.1 effect and maintain Insurance (but only so far as it is not vitiated by any act, neglect or default of the Tenant);
- 5.12.2 in the event of any loss or damage against which it is has covenanted to effect Insurance, apply all monies received from the insurer in making good such loss or damage carrying out any necessary works of reinstatement as soon as reasonably practicable and will to the extent that such monies are insufficient make up such insufficiency out of its own resources;
- 5.12.3 the Landlord will on demand produce to the Tenant a copy or full details of the policies of Insurance and evidence that they are in force;
- 5.12.4 the Landlord will notify the Tenant of any material change in the provisions of any policy of Insurance from time to time.

5.13 Pest Control

- 5.13.1 Where there is evidence of pest infestation not caused by the act or default of the Tenant the Landlord shall:
 - (i) on being notified by the Tenant immediately eradicate the infestation;
 - (ii) where the Premises is so infested as to become uninhabitable pay to the Tenant by way of liquidated damages a sum equal to the Rent calculated from the date the Premises became uninhabitable to the

date the Premises is passed by the Tenant as fit for human habitation or the Lease is terminated in accordance with this Lease whichever is the earliest;

- (iii) at the Tenant's request to enter into and maintain a contract for the control of pests with a company of repute and shall provide the Tenant with documentary evidence of the contract when required so to do.

5.14 Provision of services

The Landlord covenants with the Tenant to use its best endeavours to provide or procure the provision of the Services in accordance with the principles of good estate management.

6. IT IS MUTUALLY AGREED AND DECLARED as follows: -

6.1 Breach and Non - Payment

If the Rent or any part thereof shall remain unpaid for twenty one days after becoming payable (whether formally demanded or not) or if there shall be a breach of any of the Tenant's covenants the Landlord shall in either case be entitled to terminate this Lease by not less than three months prior notice in writing and thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon this Lease shall immediately terminate but without prejudice to any right of action or remedy of either party in respect of breach of any of the covenants on their part herein contained.

6.2 Abatement of Rent

- 6.2.1 If and whenever the Premises or the Building or any part thereof shall at any time during the Term be destroyed or damaged by any of the Insured Risks so that the Premises is unfit for occupation and use and the policy or policies of Insurance shall not have been vitiated by any act or default of the Tenant the Rent hereby reserved or a fair

proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use to the extent that such loss of Rent is recoverable under Insurance against Loss of Rent.

6.2.2 The Landlord must ensure that the Premises or the Building or any part of it being totally or substantially destroyed or damaged by any of the Insured Risks be rebuilt or reconstructed if practicable. If due to such total or substantial destruction or damage the Tenant serves a notice to terminate the tenancy on the Landlord this Lease shall immediately terminate but without prejudice to any right of action or remedy of either party in respect of breach of any of the covenants on their part herein contained.

6.3 Tenant's Notice to terminate

In the event that the Tenant shall desire to terminate this Lease before the expiry of the Term then notwithstanding anything herein contained the Tenant may terminate this Lease by giving to the Landlord not less than four weeks previous notice of the date of termination of this Lease (to expire at any time) and on such termination this Lease shall thereafter be determined and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim PROVIDED ALWAYS that the Landlord shall compensate the Tenant for any repairs or improvements (other than those for which the Tenant is obligated to do under the covenants hereof) carried out to the Premises.

6.4 Landlord's Break Clause

6.4.1 The Landlord may at any time during the term determine the lease by service of a notice giving at least three calendar month's prior notice in writing expiring on any date after expiry of such notice period. The process of gaining vacant possession may take up to 9 months to be achieved however, if the units become vacant during the period of the notice, the same will be handed back immediately.

6.5 Service of Notices

6.5.1 The respective addresses for service of notices under this Lease shall be the addresses referred to in this Lease but any party may, by written notice to the other, or (if more than one) others, substitute another address in England which shall then become the notice address.

6.5.2 A notice may be served by: -

- (i) handing it to a party or representative of the party to be served;
- (ii) leaving it at the notice address;
- (iii) sending it to the notice address by first class special registered or recorded delivery post; and
- (iv) transmitting by facsimile copy, or cabling it to the notice address provided that a confirmatory letter is posted within 24 hours of such transmission.

6.5.3 Any notice served by post shall be deemed to have been received 2 days after the day on which they were posted and otherwise shall be deemed to have been given at the time when in the ordinary course it may be expected to have been received.

6.5.4 In proving service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing the notice was

properly addressed and posted by first class, special, registered or recorded delivery post or that the facsimile transmission was properly addressed and sent as the case may be.

6.5.5 Any notice under this Lease must be given in writing and in the case of the Council addressed to the Authorised Officer at Contracts Team, 48 Station Road, Wood Green, London N22 7TY and in the case of the Landlord to its last known address or the address of the Landlord's agent (if any).

6.6 Rent Apportionment

In the event of determination of this Lease for any reason before the expiry of the Term the Rent shall be apportioned to the date of termination.

6.7 Tax Liability

6.7.1 Where the Landlord intends to reside abroad and is for the purposes of section 21 Income Corporation Taxes Act 1988 ("ICTA 1988") a person liable to tax under section 15 Schedule A the Landlord shall appoint a person to receive the Rent and to act as the Landlord's Agent for the purposes of section 78 Taxes Management Act 1970 ("TMA 1970").

6.7.2 Further and in addition to the Landlord's covenant under Clause 6.7.1 above

- (i) where the Landlord is not a person resident in the United Kingdom (UK) and having failed to comply with the obligation provided in Clause 6.7.1 above the Tenant is served with notice in the prescribed form under section 23 ICTA 1988; or
- (ii) where within the meaning of section 43 ICTA 1988 the Landlord's usual place of abode is outside the UK and the Rent payments are made directly to the Landlord; or

- (iii) where the Landlord is under any statutory provision chargeable to tax and the Tenant failed to deduct tax for any period during the leasing to the Tenant of the Premises;

it is agreed that the Tenant shall be entitled and is hereby authorised to recover or make such deductions from the Rent as are necessary to satisfy the tax due to the Collector of Taxes

6.7.3 Where the Tenant as the derivative lessee under the ICTA 1988 is obliged to make any payment for and on behalf of the Landlord in respect of the tax due under Clause 6.7.2 above any amount so paid will operate as a debt due to the Tenant and shall be deducted from any Rent due to the Landlord and in the event that the Rent due for the residue of the Term is not sufficient to satisfy the debt due the amount paid by the Tenant shall be a legal charge on the Premises ranking after any registered legal charge at the date of this Lease and the Landlord irrevocably appoints the Tenant to be the true and lawful attorney in the name and on behalf of the Landlord to execute and complete and do all acts and things incidental to all or any such legal charge as security for the Landlord's obligations under this Clause 6.7.3.

6.7.4 It is further agreed that where the Tenant has under this clause deducted or recovered any tax paid or due to the Collector of Taxes the Tenant shall:

- (i) provide to the Landlord a certificate of the tax deducted or recovered
and
- (ii) not be liable in any way whatsoever to the Landlord for the amount so deducted or recovered.

6.8 Condition of the Property

The parties agree that the condition of the Property is as set out in the Schedule of Condition but subject to any subsequent schedule of works.

6.9 Handback

6.9.1 Except as provided for in Clause 6.9.2 at the End of the Term the Tenant will peaceably leave and yield up to the Landlord with vacant possession the Premises (Tenant's fixtures and fittings excluded) which shall subject to clause 5.5.3 include the Furnitures.

6.9.2.1 Where at the determination of the Lease, whether by effluxion of time or on the exercise of the Landlord's Break Clause (under Clause 6.4 above) the Tenant's sub-tenant or any lawful occupant remains in occupation of the Premises the Tenant's interest in the Premises shall determine except for the purpose of bringing possession proceedings against the Tenant's former sub-tenant or any unlawful occupant who entered into occupation of the Premises during the Term.

6.9.2.2 Where the Tenant's sub-tenant remains in occupation of the Premises after the determination of the Lease the Tenant shall be liable to pay the Landlord damages for use and occupation at the rate of the Rent until such time as the Tenant's sub-tenant is evicted from the Premises and no other sums.

6.9.3.1 If the Premises are damaged as a result of a breach of the Tenant's obligations under Clause 4.3 of this Lease the Tenant shall (except and to the extent that this is the Landlord's obligation under this Lease) either: -

(i) well and sufficiently repair the damage; or

(ii) pay to the Landlord the value of any such repair required.

6.9.3.2 Notwithstanding Clause 6.9.3.1 or anything to the contrary in this Lease the Tenant shall not at any time be liable for any damage to the decoration, paint works or decorative finishes at the Premises.

- 6.9.4 Where during the Term or any hold over period the Landlord enters into occupation of the Premises whether personally or through agents before being formally allowed to do so by the Tenant's Valuation officer or where at the End of the Term the Tenant gives up the Premises with vacant possession and the Landlord refuses to accept the keys to the Premises back then notwithstanding any disrepair that might have occurred for which the Tenant is responsible under this Lease the Tenant shall not be liable in anyway whatsoever for any such disrepair to the Premises.
- 6.9.5 If at the End of the Term or during any period of holding over the Tenant gives vacant possession of the Premises back to the Landlord by handing over the keys to the Premises to the Landlord and the Landlord refuses to accept the keys the Tenant may at its discretion leave the keys in the Premises without any further notice to the Landlord and the Landlord will be deemed to have accepted the Premises back in its possession and the Tenant shall not be liable for any unauthorised occupiers or damages caused to the Premises or any loss suffered by the Landlord as a result.

6.10 Option to Renew

- 6.10.1 If the Tenant wishes to take a further lease of the Premises from the end of the Term, and at any time within the six months period before the end of the Term gives to the Landlord not less than one month's notice of that wish, then, provided the Tenant has paid all the Rent due and the Tenant does not receive any notice from the Landlord within one month of serving the option notice that the Landlord requires vacant possession of the Premises at the end of the Term, the Landlord must grant to the Tenant a further lease of the Premises for a term equivalent to the term of years requested by the Tenant commencing on and including the day following the last day of the Term, on the same terms and conditions as this Lease except as to the initial Rent.

6.10.2 The initial rent reserved by the further lease is to be an amount equal to the Rent payable under this Lease at the end of the Term.

6.11 Local Authority Powers

Nothing herein contained shall be deemed to affect the powers authorities and rights of the Tenant as a Local Authority Local Planning Authority or in any other capacity under or by virtue of any Public or Local Act or Order and all such rights powers and duties shall be enforceable and exercisable by the Tenant as fully and freely as if this Lease had not been executed and any consent or approval given by or under this Lease shall be deemed a consent or approval by the Council as Tenant only and not as statutory authority.

6.12 Mortgage Default

6.12.1 Where the Premises is mortgaged or otherwise charged as security for any loan and the Landlord either requests the Tenant to make payments direct to the mortgagee or (in breach of the terms of the mortgage or charge) fails to remedy any default in making the payments required by the mortgage within 28 days of any notice served by any mortgagee then unless the Landlord provides full particulars of the mortgage account into which the Rent can be paid to remedy any breach then the Tenant may withhold any rent due until such time as the Landlord has provided the Tenant with all necessary information so the Rent can be paid.

6.12.2 The Landlord confirms that the Property is subject to the mortgage (if any) appearing in the charges register of the Official Copy entries at the appropriate HM Land Registry as at the date of this Lease and that the entries were relied upon for the purposes of completion of this transaction and that it has obtained the consent of the mortgagee and the parties agree that where a mortgagee of the Premises has notified the Tenant that its security will be materially prejudiced by reason of the Landlord's default in making the required mortgage payments then

the Tenant shall and (if so requested in writing) pay the Rent (in part or full) direct to the mortgagee as set out at the time of any such request .

6.13 Equal Opportunities

In accordance with the Tenant's policy to actively combat discrimination of all forms wherever it occurs the Parties shall not discriminate directly or indirectly through applying conditions or requirements which cannot be shown to be justified The Parties shall not discriminate on the grounds of age colour disability ethnic origin gender HIV status marital status nationality or national origins race religious beliefs responsibility for dependents sexuality or unrelated criminal conviction.

6.14 Costs

6.14.1 Each party shall pay their own costs and expenses for the preparation and completion of this Lease and counterpart thereof and any stamp duties payable in connection therewith.

6.14.2 The Tenant shall be entitled to make a reasonable administration charge in respect of any subsequent changes required by the Landlord to this Lease.

6.15 Arbitration

6.15.1 In the event of any dispute arising from a breach of any of the clauses of this Lease the same shall be determined by an arbitrator appointed by the parties and in default of such appointment a single arbitrator of the County Court in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force and FURTHER it is agreed that the arbitrator shall have jurisdiction notwithstanding the amount involved exceeds the jurisdiction limit for the time being in force in respect of arbitration proceedings in the

County Court and his decisions shall be binding on the parties without prejudice to their rights of appeal on a point of law.

6.15.2 Each of the parties shall bear and pay their own costs that accrue prior to the reference.

6.16 Third Party Rights

Each party confirms that no terms of this Lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Lease.

IN WITNESS whereof the Landlord and the Tenant have executed this deed the day and year first before written

THE FIRST SCHEDULE

Rights Granted

The Tenant and those deriving title through or otherwise authorised by the Tenant shall have the following rights in common with others during the Term:

1. All rights of support and protection afforded to the Premises.
2. Right to free and uninterrupted passage and running of water, drainage, gas, electricity, communication and other services by any Conduit forming part of the Landlord's adjoining or neighbouring property although in or passing through the Premises.
3. The right to enter any part of the Landlord's adjoining property to execute any repairs and other works pursuant to the Tenant's covenants under the Lease.

THE SECOND SCHEDULE

Exceptions and Reservations

The following rights are excepted and reserved to the Landlord:

1. Right to free and uninterrupted passage and running of water, drainage, gas, electricity, communication and other services by any Conduit forming part of the Landlord's adjoining or neighbouring property although in or passing through the Premises and the right to enter the Premises upon giving 14 days notice in order to inspect, clean, maintain, repair or renew any Conduit or to install any new Conduit and making good any damage caused.
2. The right to enter upon the Premises upon giving reasonable prior written notice (except in an emergency) to the Tenant and any subtenant to execute any repairs and other works pursuant to the Landlord's covenants under the Lease.

Appendices:

Appendix 1 – Schedule of Conditions

Appendix 2 – List of Fixtures and Fittings

Appendix 3 – List of Furnishings and Furnitures

Appendix 4 – List of Photographs

Appendix 5 – Schedule of Works

SIGNED as a **Deed**)
by the **LANDLORD** in)
the presence of:)

Witness Signature

Witness Name

Witness Address

Witness Occupation

EXECUTED AS A DEED by { *Name of*)

Company } by a director and its)

Secretary:

Signature:

Director

Signature:

Secretary

THE COMMON SEAL of **THE MAYOR**)

AND BURGESSES OF THE LONDON)

BOROUGH OF HARINGEY was)

hereunto affixed by **ORDER:**)

Authorised Officer