

Appendix 3

Draft Plot/ Sub-Plot Lease



Dated

2014

- (1) THE MAYOR AND THE BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK
- (2) NOTTING HILL HOUSING TRUST

[Sub-Plot /Plot] Lease

relating to premises known as [Plot] [Sub Plot] Aylesbury Estate

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PARTICULARS

PART 1: LAND REGISTRY PARTICULARS

LR1.	Date of lease	2014
LR2.	Title number(s)	
LR2.1	Landlord's title number(s)	[Relevant title numbers to be inserted]
LR2.2	Other title numbers	None
LR3.	Parties to this lease	
	Landlord	The Mayor and Burgesses of the London Borough of Southwark of 160 Tooley Street London SE1 2QH
	Tenant	Notting Hill Housing Trust (registered number IP16558R) whose registered office is at Bruce Kenrick House 2 Killick Street London N1 9FL
LR4	Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The premises (referred to in this Lease as "the Premises") known as [Sub-Plot] [Plot] [] Aylesbury Estate shown edged red on Plan 1. The Premises include:</p> <p>(a) all buildings on them and all alterations, improvements and additions made to them during the Term</p> <p>(b) Conduits serving the premises at any time during the term</p> <p>(c) one half severed vertically of all party walls dividing the Premises from any adjoining premises</p>
LR5.	Prescribed statements etc	
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	[NHHT to confirm]

LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable.
LR6.	Term for which the Property is leased	250 years from and including the date [the date of this Lease] ¹ [DATE](referred to in this Lease as "the Term Commencement Date") (This term is referred to in this Lease as "the Contractual Term")
LR7.	Premium	[Premium to be inserted if Plot Lease] [Pro-rata'ed Premium of the relevant Plot to be inserted if Sub-Plot Lease, in accordance with the DPA]
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None
LR9.3	Landlord's contractual rights to acquire this lease	None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	The rights specified in clause 3.1
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.2.
LR12.	Estate rentcharge burdening the Property	None.
LR13.	Application for standard form of	None

¹ For the first Sub-Plot or Plot Lease drawn down the date is to be the date of the lease. For subsequent Sub-Plot within a Plot Leases, it will be the date of the first Sub-Plot/ Plot Lease. Once this date is known this should be inserted in the agreed form of lease. Each Plot will have its own commencement date commencing on completion of its first Plot Lease.

restriction

LR14. Declaration of trust where there is more than one person comprising the Tenant Not applicable

THIS LEASE is made on the date set out in **clause LR1** of the Land Registry Particulars
BETWEEN

- (1) the Landlord; and
- (2) the Tenant.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Lease, the following words and expressions have the following meanings:

"Accounting Date"	[30 April in any year]
"Accounting Period"	each period of twelve months ending on and including an Accounting Date but: <ul style="list-style-type: none">(a) in respect of the first Accounting Period means the period from and including the Term Commencement Date to and including the first Accounting Date which is more than three months after the Term Commencement Date; and(b) in respect of the final Accounting Period means the period from but not including the final Accounting Date before the end of the Term to and including the date on which the Term ends
"Affordable Residential Units"	Means the Target Rent Residential Units at the Premises
"Affordable Residential Units Underlease"	the underlease of [even date] between the Tenant and [group co] of the Affordable Residential Units (excluding any Shared Equity and Shared Ownership Leases)
"Authorised Use"	the use of the Premises described in clause 8.1
"Building Contract"	the building contract or contracts for the carrying out of the Development at the Premises pursuant to the Development Partnership Agreement
"Certificate of Practical Completion"	the certificate or statement to be issued in accordance with the Building Contract certifying that Practical Completion has taken place
"Commercial Unit"	a lettable unit of accommodation forming part of the Premises intended for disposal other than as a Residential Unit (and references to "Commercial Units" are to be construed

accordingly).

**"Commercial Unit
Occupational Sub-
Underlease"**

an Sub- Underlease of a Commercial Unit to be in the form annexed as Appendix [] with such amendments as may be agreed by the Landlord and the Tenant (acting reasonably) and references to "Commercial Unit Occupational Sub-Underleases" are to be construed accordingly

"Common Facilities"

all conduits, structures, walls, fences, roads, paths, works, services or facilities at the Premises used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any "party structures", "party walls", and "party fence walls" within the meaning of the Party Wall etc Act 1996

"Communal Areas"

those parts of the Estate which are designated or provided by the Landlord during the Term for the common use and enjoyment of the tenants and other occupiers of or visitors to the Estate including:

- (c) the entrances, exits, paths and other means of pedestrian access and circulation;
- (d) the roads, driveways, service areas, forecourts, car-parking areas and other means of vehicular access and circulation; and

refuse areas, landscaped areas and other common facilities and amenities

"Council Sub-Underlease"

an Sub- Underlease of a Commercial Unit to be leaseback to the Council such lease to be in the form annexed as Appendix [] with such amendments as may be agreed by the Landlord and the Tenant (acting reasonably) (and references to "Council Sub-Underleases" are to be construed accordingly)

"Covenant Date"

the Date of Practical Completion of all of the Premises

**"Date of Practical
Completion"**

the date certified in the relevant Certificate of Practical Completion as the date of Practical Completion

"Deeds and Documents"

the deeds and documents listed in Part 2 of Schedule 1

"Development"

the mixed tenure residential-led redevelopment of the Premises and other land in accordance

	with the Development Partnership Agreement
"Development Partnership Agreement"	the development partnership agreement in respect of the Premises and other land dated [] 2014 and made between (1) the Landlord and (2) the Tenant
"Development Area"	the freehold property comprised in the Title Number(s) shown for identification only edged red on the plan annexed at Appendix 1 as varied from time to time by agreement of the Landlord and the Tenant
"Environmental Law"	statutes, regulations and subordinate legislation, European laws, treaties and common law which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants
"Estate"	<i>[to be defined at Lease completion and should relate to the whole Plot out of which the Lease is granted and should include such additional areas necessary to give proper operational effect to the rights granted]</i>
"Gross Ground Rent"	has the meaning as defined in Schedule 2
"Hazardous Material"	any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance
"Index"	the "all items" CPI Index maintained by the Office of National Statistics or, where such index ceases to be published (or where the Parties otherwise agree), such replacement index as may be agreed by the Landlord and Tenant from time to time
"Insured Risks"	the risks set out in clause 5.2
"Interest Rate"	the base lending rate from time to time of National Westminster Bank PLC or such comparable rate of interest as the Landlord may reasonably determine
"Intermediate Residential Units"	Residential Units offered by the Tenant in accordance with the Development Partnership Agreement and/or the Planning Agreement for Shared Equity, Shared Ownership or other low cost products as may be approved by the Landlord

"Intermediate Residential Unit Occupational Sub-underlease"	the Shared Equity Sub-underlease and the Shared Ownership Sub-underlease
"Lettable Parts"	those parts of the Premises which are let to occupational tenants or designed to be let to occupational tenants
"Minimum Ground Rent"	£300.00 per annum per Private Residential Unit and £200.00 per annum per Intermediate Residential Unit subject to review on an upwards only basis on each tenth anniversary of the date of commencement in each sub-underlease of each Private Residential Unit and each sub-underlease of each Intermediate Residential Unit in accordance with clause 6 of Schedule 2
"Non-Adopted Shared Space"	(a) the land shown edged [] on the Plan and (b) such other communal areas not adopted by the highways authority or any other statutory body that are be designated as "Non-Adopted Shared Space" by the parties to the Development Partnership Agreement from time to time in accordance with the Non-Adopted Shared Space Strategy and have been laid out (with all construction works completed) as common areas for the Premises and the remainder of the Development Area and are subject to a NASS Lease from time to time or which would have been subject to a NASS Lease if such NASS Lease had not be terminated or otherwise brought to an end
"NASS Lease"	any "NASS Lease" entered into pursuant to the Development Partnership Agreement
"NASS Manager"	[details to be inserted on completion pursuant to the DPA]
"Non-Adopted Shared Space Strategy"	[details of NASS Strategy current at the date of the Lease to be annexed] with such amendments as may be agreed in writing by the Landlord and the Tenant (acting reasonably) from time to time
"Occupational Leases"	the Intermediate Residential Unit Occupational Sub-underleases, the Commercial Unit Occupational Sub-underleases, and the Private Residential Occupational Sub-underleases
"Occupational Tenants"	the tenants of the Occupational Leases
"Plan 1"	the plan annexed hereto marked 'Plan 1'
"Planning Agreement"	[details of Planning Agreement to be inserted]

"Practical Completion"	the whole of the Development Works on the Premises being practically completed in accordance with the terms of the Building Contract
"Principal Rent"	the quarterly rent reserved by this lease being a sum equal the total aggregated Gross Ground Rent received on or before the relevant Quarter Day the Principal Rent is due for payment by the Tenant under this Lease (or received by any tenant of any Underlease) for all completed Private Residential Units at the Premises pursuant the relevant Occupational Leases to the extent such Gross Ground Rent has not already paid to the Landlord in accordance with the provisions of clause 4 and Schedule 2 of this Lease
"Private Residential Units"	any Residential Units that are not Affordable Residential Units nor Intermediate Residential Units but excluding the Private Rental Units
"Private Residential Occupational Sub-underleases"	Sub-underleases of any Residential Units not being Target Rent Occupational Unit Sub-underleases or Intermediate Residential Unit Occupational Sub-underleases
"Private Units Underlease"	the underlease of [even date] between the Tenant and the Private Units Underlessee of the Private Units
"Private Units Underlessee"	[NHA details to be inserted]
"Private Units"	the Private Residential Units and the Commercial Units
"Private Rental Units Underlease"	the underlease of [even date] between the Tenant and the Private Units Underlessee of the Private Units
"Private Rental Units Underlessee"	Notting Hill Market Rent Limited (registered number 6091982)
"Private Units"	the Private Residential Units and the Commercial Units
"Quarter"	The period commencing the on a Quarter Day and expiring the day before the next Quarter Day
"Quarter Days"	25 March, 24 June, 29 September and 25 December in each year
"Registered Provider"	[a provider of social housing as defined in section 80 of the Housing and Regeneration Act 2008]

"Registered Title Matters"	the rights granted and reserved and the covenants and other matters contained in the entries on the title numbers (as at the dates) specified in Part 1 of Schedule 1, copies of which are attached to this Lease
"Residential Units"	those units of residential accommodation to be constructed within the Premises whether as Private Residential Units, Intermediate Residential Units or Affordable Residential Units
"RICS"	Royal Institution of Chartered Surveyors
"SE/SO Units Underlease"	the underlease of [even date] between the Tenant and the SE/SO Units Underlessee of the Intermediate Residential Units including Shared Equity and Shared Ownership Units
"SE/SO Units Underlessee"	Notting Hill Home Ownership Limited (IP number: 23066R)
"Shared Equity"	Residential Units offered by way of a Shared Equity Sub-Underlease to be on a shared equity basis with no rent payable on the portion of the equity retained by the Registered Provider
"Shared Equity Sub-underlease"	the form of sub-underlease substantially in the form of the draft lease (to be on a shared equity basis with no rent payable on the portion of the equity retained by the Registered Provider) annexed as Appendix [] with such reasonable amendments as the Tenant may propose and the Landlord approve (such approval not to be unreasonably withheld or delayed)
"Shared Ownership"	Residential Units offered to existing long leaseholders at the Aylesbury Estate on a shared ownership basis by way of a Shared Ownership Sub-underlease
"Shared Ownership Sub-underlease"	the form of lease substantially in the form of the draft annexed at Appendix [] with such reasonable amendments as the Tenant may propose and the Landlord approve (such approval not to be unreasonably withheld or delayed)
"Staircased Intermediate Lease"	an Intermediate Residential Unit that has been fully "staircased" so that the Occupational Tenant has acquired all the equity in the Intermediate Residential Unit from the Registered Provider, in accordance with the Planning Agreement and the terms of the Intermediate Residential Unit Sub-underlease.

"Sub-underlease"

any leasehold interest deriving from an Underlease permitted by this Lease however remote, including:

- (a) any Private Residential Occupational Sub-underleases;
- (b) any Target Rent Unit Occupational Sub-underleases;
- (c) any Intermediate Residential Unit Occupational Sub-underleases;
- (d) any Commercial Unit Occupational Sub-underleases
- (e) any Council Sub-Underlease

and any other tenancy document or agreement giving a person the right to occupy the whole or any part of the Premises

"Target Rents"

the "target rents" set by reference to the formula provided by the government of England and Wales (or such materially equivalent replacement designation which sets rents to be charged on occupational units)

"Target Rent Unit Occupational Sub-underlease"

Sub-underleases of the Residential Units to be let at Target Rents pursuant to the Development Partnership Agreement and/or the Planning Agreement such Sub-underleases to be substantially in the form at Appendix [] with such reasonable amendments as the Tenant may propose and the Landlord approve (such approval not to be unreasonably withheld or delayed) and references to "Target Rent Unit Occupational Sub-underleases" is to be construed accordingly

"Target Rent Residential Units"

Residential Units let at Target Rents pursuant to the Affordable Units Underlease

"Term"

the Contractual Term and any continuation of it

"Title Numbers"

[details to be inserted on a Plot by Plot basis]

"Underleases"

as the context requires all or any of the following:

- (a) the Private Units Underlease;
- (b) the Affordable Units Underlease;

(c) any Sub-Underleases; and

(d) any other permitted underleases granted out of this Lease or any underleases

In each case in the form permitted this Lease

"Units"

any Private Residential Units, Intermediate Residential Units or Affordable Residential Units constructed at the Premises from time to time

"Use Classes Order"

the Town and Country Planning (Use Classes) Order 1987 (as enacted at the date of this Lease)

"Waste"

any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value

"Working Days"

means Monday to Friday excluding public holidays and the period between 24th December and 2nd January

1.2 In this Lease:

1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;

1.2.2 references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;

1.2.3 references to the Landlord and the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;

1.2.4 references to the Premises include any part of them unless specific reference is made to the whole of them;

1.2.5 references to adjoining premises include any premises adjoining or near to the Premises and references to adjoining premises owned by the Landlord include any adjoining premises owned by the Landlord at any time during the Term;

1.2.6 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;

1.2.7 references to the end of the "Term" include the determination of the Term before the end of the Contractual Term;

1.2.8 "including" means "including, without limitation";

- 1.2.9 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the person receiving the indemnity and all proper and reasonable costs, damages, expenses, liabilities and losses incurred by the person receiving the indemnity;
- 1.2.10 references to the Tenant include, and the Tenant's covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Tenant, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees;
- 1.2.11 any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.13 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

1.3 The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.

1.4 The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

1.5 This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

2. **LETTING, TERM AND TERMINATION**

2.1 In consideration of the Premium, which the Landlord has received, the Landlord lets the Premises to the Tenant for the Contractual Term reserving the Principal Rent.

2.2 The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.

2.3 The Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if the Tenant materially breaches any of its obligations in this Lease.

2.4 Without prejudice to **clause 2.5** the Landlord will not exercise its right under **clause 2.3** unless and until it has:

- 2.4.1 given written notice to the Tenant of its intention to do so together with details of the breach complained of; and

- 2.4.2 given the Tenant a reasonable period of time in which to remedy the breach and the breach has not been remedied in such period.

2.5 If the Landlord has received written notice of any charge, debenture, mortgage or any other security granted over the Premises by the Tenant it will not exercise its rights under **clause 2.3** unless and until it has:

2.5.1 given written notice to the holder of that security of its intention to do so together with details of the breach complained of; and

2.5.2 given the holder of that security a reasonable period of time in which to remedy the breach and the breach has not been remedied in such period.

2.6 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant.

3. **RIGHTS GRANTED**

3.1 **Rights granted**

The Premises are let together with the following rights for the benefit of the Tenant, so far as the Landlord is able to grant them, to be enjoyed in common with the Landlord and any others entitled to use them:

3.1.1 to use the means of pedestrian and vehicular access and circulation in the Non-Adopted Shared Space for access to and from the Premises and, in case of emergency only, all fire escape routes (if any) through the Non-Adopted Shared Space, whether or not forming part of the Communal Areas;

3.1.2 to use the conduits on the Estate serving the Premises for the passage or transmission of utilities to and from the Premises;

3.1.3 support and protection for the Premises from the remainder of the Estate; and

3.1.4 a right to enter and remain upon such unbuilt on parts of the Estate so much as is reasonably necessary on not less than 48 hours' prior notice (except in case of emergency) with or without workmen, plant and equipment:

3.1.4.1 to install new conduits on the Estate and connect to them for the passage and transmission of utilities to and from the Premises and any adjoining premises;

3.1.4.2 to connect to and use any conduits within or passing through the Premises for the passage or transmission of utilities to and from the Premises and any adjoining premises;

Provided that where such rights relate to parts of the Estate that are not yet subject to a Lease to the Tenant the route of such rights must be approved by the Landlord (acting reasonably) and the Landlord may refuse consent where such rights are not consistent with the detailed planning permission for the Development [such detailed planning permission as annexed to this Lease]

3.1.5 to erect scaffolding on the Estate in connection with the rights granted in this clause 3.1 and any works to be carried out pursuant to those rights subject to the Tenant ensuring that the scaffolding does not

materially prevent access to the Estate nor, so far as reasonably practicable having regard to the nature of scaffolding, materially interfere with the Landlord's use and enjoyment of the Estate;

- 3.1.6 the right to build on, alter, add to, redevelop or extend in any way the Premises even though the access of light and air to the Estate may be affected and without being liable to pay any compensation to the Landlord. This clause constitutes a consent for the purposes of section 3 Prescription Act 1832.

3.2 RESERVATIONS

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them:

- 3.2.1 a right to enter and remain upon so much as is necessary of the Premises on not less than 48 hours' prior notice (except in case of emergency) with or without workmen, plant and equipment:
- 3.2.1.1 to ascertain whether the Tenant has complied with the Tenant's obligations under this Lease;
 - 3.2.1.2 to inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
 - 3.2.1.3 to carry out any repairs, remove and make good any unauthorised alterations or carry out any works which the Tenant should have carried out in accordance with the Tenant's obligations under this Lease;
 - 3.2.1.4 to install new conduits within the Premises and connect to them for the passage and transmission of utilities to and from adjoining premises;
 - 3.2.1.5 to connect to and use any conduits within or passing through the Premises for the passage or transmission of utilities to and from any adjoining Premises;
 - 3.2.1.6 to erect scaffolding outside the Premises in connection with the rights reserved in this **clause 3.2** and any works to be carried out pursuant to those rights subject to the Landlord ensuring that the scaffolding does not materially prevent access to the Premises nor, so far as reasonably practicable having regard to the nature of scaffolding, materially interfere with the Tenant's use and enjoyment of the Premises;
 - 3.2.1.7 to procure the delivery of the NASS Services pursuant to rights granted by a NASS Lease;
- 3.2.2 the right to build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property even though the access of light and air to the Premises may be affected and without being liable to pay any

compensation to the Tenant. This clause constitutes a consent for the purposes of section 3 Prescription Act 1832; and

3.2.3 [the right to use all fire escape routes running through the Premises in case of emergency only. *[this will only be needed if there are shared fire escape facilities with Council accommodation]]*

3.3 The Tenant is to permit the exercise of the rights granted in clause 3.1 and the Landlord is to permit the exercise of the rights reserved in **clause 3.2** and neither of them will obstruct or prevent these rights being exercised in accordance with the terms of this Lease.

3.4 The rights granted in **clause 3.1** (Rights granted) are subject to the Tenant and any other person exercising the rights with the express or implied authority of the Tenant:

3.4.1 ensuring that as little nuisance, damage, annoyance or inconvenience as reasonably practicable is caused to the Landlord or the other tenants or occupiers of the Estate or any Adjoining Premises in the exercise of the rights;

3.4.2 ensuring that no breach of the covenant for quiet enjoyment given by the Landlord to the other tenants or occupiers of the Estate is caused in the exercise of the rights;

3.4.3 making good as soon as reasonably possible all physical damage to the Estate caused in the exercise of the rights.

3.5 When exercising the rights reserved in **clause 3.2** (Rights reserved) the Landlord and any other person exercising the rights with the express or implied authority of the Landlord are to:

3.5.1 ensure that as little nuisance, damage, annoyance or inconvenience is caused to the Tenant or the other tenants or occupiers of the Premises in the exercise of the rights as reasonably practicable;

3.5.2 make good as soon as reasonably possible all physical damage caused to the Premises in the exercise of the rights.

3.6 The letting is made subject to and with the benefit of the Registered Title Matters so far as they are still subsisting capable of taking effect and affect the Premises and the Deeds and Documents.

3.7 So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant is to comply with the title matters set out in **clause 3.6** and is to indemnify the Landlord against any breach of them occurring after the date hereof.

3.8 The letting is made subject to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.

3.9 This Lease does not confer upon the Tenant or the Landlord any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded.

4. **RENTS PAYABLE**

- 4.1 Subject to clause 4.4 the Tenant is to pay to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law the Principal Rent quarterly in arrears on the Quarter Days.
- 4.2 The Tenant is to comply with its obligations at Schedule 2 in relation to the calculation and collection of the Gross Ground Rent.
- 4.3 The Principal Rent and any other sums payable under this Lease are exclusive of VAT. Where, under the terms of this Lease, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.
- 4.4 If the Tenant does not pay any sums due to the Landlord under this Lease, whether or not reserved as rent, within fourteen days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at 3% per annum above the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.
- 4.5 The Landlord may direct at any time for the Principal Rent or any part thereof to be paid by the Tenant directly to the NASS Manager for performance of the tenant's obligations in the NASS Lease.

5. **INSURANCE**

- 5.1 The Tenant is to insure or procure the insurance of the Premises with substantial and reputable insurers or through underwriters at Lloyd's against the risks and for the cover stated in **clause 5.2** and may separately insure against public and employer's liability in respect of the Premises.
- 5.2 The Tenant's insurance will cover full rebuilding, site clearance, professional fees and VAT taking into account cover for the effects of inflation and escalation of costs and fees. The insurance will be against the risks of fire, lightning, explosion, earthquake, landslip, subsidence, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and third party liability provided insurance against such risks is available in the London marketplace on reasonable commercial terms (and any other risks reasonably required by the Tenant) so far as cover against such risks is ordinarily available in the United Kingdom insurance market upon reasonable commercial terms for properties similar to the Premises and in the same area as the Premises.
- 5.3 The Tenant will seek to ensure that any policy exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Premises and in the same area as the Premises and that the Landlord's interest is noted on the policy (whether generally or specifically).
- 5.4 On reasonable written request the Tenant is to give to the Landlord a written summary of the Tenant's insurance policies taken out in accordance with **clause 5.1** and evidence that they are in force.
- 5.5 The Tenant will use reasonable endeavours to obtain any consents required to reinstate any damage to or destruction of the Premises by any of the Insured Risks. Subject to those consents being obtained and remaining unrevoked, the

Tenant will apply the insurance proceeds received under the buildings insurance in reinstating damage to or destruction of the Premises as soon as reasonably practicable after the date of the damage or destruction, the Tenant making good any shortfall in the proceeds of insurance from its own moneys.

- 5.6 When reinstating any damage to or destruction of the Premises, the Tenant may make changes in the design, layout and specification of the Premises and may use materials of a different quality, specification or type to those used in the original Premises so long as the area of the Premises is not materially altered and the means of access to them and the services provided to the Premises are not materially less convenient.
- 5.7 If it is not possible to reinstate any damage to or destruction of the Premises due to reasons beyond the control of the Tenant, the Tenant will not be obliged to comply with its obligations in **clause 5.5** and the insurance monies received by the Tenant will belong to the Tenant absolutely.
- 5.8 The Tenant is:
 - 5.8.1 to comply with the requirements of the insurers of the Premises; and
 - 5.8.2 to notify the Landlord immediately in writing of any damage to or destruction of the Premises by any of the Insured Risks of which the Tenant becomes aware.

6. COSTS AND OUTGOINGS

- 6.1 The Tenant is to pay all outgoings of whatever nature in relation to the Premises including business rates and utilities costs (including standing charges and taxes payable on utility costs). This obligation does not require the Tenant to pay any such outgoings arising from any dealing by the Landlord with its interest in the Premises or to income or corporation tax payable by the Landlord on the Rents or any other sums due under this Lease.
- 6.2 The Tenant is to be responsible for and to indemnify the Landlord against all proper and reasonable costs and expenses and any VAT payable on them for which the owner or occupier of the Premises is responsible in respect of the Common Facilities.
- 6.3 The Tenant is to pay to the Landlord on demand the proper and reasonable costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:
 - 6.3.1 the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
 - 6.3.2 any application made by the Tenant for the Landlord's consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the Landlord acts unreasonably in withholding that consent or approval (or by attaching conditions) where the Landlord is required by this

Lease or otherwise to act reasonably) or the application is withdrawn;

6.3.3 the preparation and service of any notice or schedule of dilapidations during or within six months after the end of the Term; and

6.3.4 the preparation and service by the Landlord of any notice under section 6 Law of Distress Amendment Act 1908 or section 17 Landlord and Tenant (Covenants) Act 1995.

6.4 The Tenant is to indemnify the Landlord in respect of:

6.4.1 any damage to or destruction of the Premises;

6.4.2 any injury to or death of any person;

6.4.3 damage to any property;

6.4.4 the infringement, disturbance or destruction of any rights or easements; or

6.4.5 other matters arising from the state of repair and condition of the Premises

resulting from any negligence of the Tenant or breach of the Tenant's covenants in this Lease.

7. REPAIRS, MAINTENANCE AND ALTERATIONS

7.1 Subject to clause 7.5 the Tenant is to:

7.1.1 keep the Premises and any buildings on them and all tenant's and trade fixtures in good and substantial repair and condition and, when necessary, renew or replace them;

7.1.2 keep the exterior of the buildings at the Premises in good decorative condition; and

7.1.3 keep any parts of the Premises that are not built on clean and tidy and free from weeds with any landscaped areas planted and well tended and any parking spaces, roads, pavements and service areas properly surfaced.

7.2 Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to carry out any repairs or other works to the Premises required by that notice within the period specified in the notice or, if no period is specified, within a reasonable period after the receipt of the notice. The Landlord may serve notice under this **clause 7.2** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under this Lease and any period specified must be reasonable in all the circumstances.

7.3 If the Tenant does not comply with **clause 7.2**, the Tenant is to permit the Landlord to enter and remain upon the Premises with or without workmen, plant and materials to carry out the repairs or other works required. The costs incurred by the Landlord in carrying out the repairs or other works are to be paid

by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 3% per annum above the Interest Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.

- 7.4 The Tenant is to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law.
- 7.5 The Tenant is not before the date ten years after the Covenant Date to carry out structural alterations or additions to the buildings at the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 7.6 Subject to clause 7.5, the provisions of **clause 7.1** shall not prevent the Tenant from redeveloping the Premises, including, where relevant, undertaking works of demolition, removal or partial demolition and the provisions of clause 7.1 shall apply to the Premises as redeveloped.

8. **USE OF THE PREMISES**

- 8.1 The Tenant is not to use or permit the Use of the Premises other than for the following uses:

- 8.1.1 for Private Residential Units as residential dwellings and purposes ancillary thereto;
- 8.1.2 for Intermediate Residential Units as residential dwellings and purposes ancillary thereto subject to clause 8.7, 8.9 and clause 8.10;
- 8.1.3 for the Affordable Residential Units, for use as an Affordable Residential Unit (subject to clause 8.9);

- 8.2 (as to the remainder of the Lettable Parts) for use within Class [relevant Use Class pertinent to the use permitted by a planning permission to be added] of the Use Classes Order; and

- 8.3 for all and any ancillary parking, recreational and other uses ancillary to residential use;

or (subject to **clause 8.7**) for such other use as the Landlord may approve (such approval not to be unreasonably withheld or delayed).

- 8.4 The Tenant is not to use the Premises:

- 8.4.1 for any illegal or immoral purpose or any lewd, obscene or pornographic nature or any activity which in the reasonable opinion of the Landlord is of such nature; or
- 8.4.2 in a manner which creates a legal nuisance, physical damage or annoyance to the Landlord or any tenants or occupiers of any adjoining premises.

- 8.5 The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises under planning legislation.

- 8.6 The Tenant is not to allow any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises.
- 8.7 Nothing in clause 8.1.2 shall prevent any lessee of an Intermediate Residential Unit from acquiring a greater equitable interest in such Unit and/or becoming a Staircased Intermediate Residential Unit.
- 8.8 In the event that any Mortgagee enforces its charge over the Premises and disposes of them then (subject to clause 8.1.1 and 8.1.3) on such disposal the restriction on use at clause 8.1.2 shall no longer apply.
- 8.9 In the event that any lease of an Affordable Residential Unit exercises a statutory right to acquire such Unit then the restriction on use at clause 8.1.3 shall cease to apply and it will henceforth be subject to the user restriction at clause 8.1.1.
- 8.10 Where an Intermediate Residential Unit has become a Staircased Intermediate Residential Unit the Authorised Use for relevant Staircased Intermediate Residential Unit is to be residential use.

9. LEGISLATION AND PLANNING

- 9.1 The Tenant is (where the same are legally binding) to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises and indemnify the Landlord against any breach of this obligation.
- 9.2 If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority or third party affecting or likely to affect the Premises, their use and occupation or the carrying out of any works to the Premises, the Tenant is at its own cost immediately to provide a copy to the Landlord.

10. ASSIGNMENT AND UNDERLETTING

- 10.1 The Tenant is not to assign part only of the Premises.
- 10.2 [During the first [20] years after the Covenant Date, in addition to the Tenant's obligations under section 40 Landlord and Tenant Act 1954, following a written request from the Landlord the Tenant is to supply written details to the Landlord of:

10.2.1 the full names and addresses of anyone in occupation of the Premises for uses other than residential uses, including the Tenant; and

10.2.2 the business carried on by the occupier at the Premises

to the extent that such information is in the possession of the Tenant (or can be properly obtained by the Tenant) and its supply would not breach any legal requirement upon the Tenant.]

- 10.3 The Tenant is not to underlet save in accordance with clause 11.

11. UNDERLEASES AND MANAGEMENT

11.1 The Tenant is not to underlet save by the SE/SO Units Underlease, the Private Rental Underlease, the Council Sub-Underlease, the Private Residential Underlease and the Affordable Units Underlease *[and in here other relevant underleases as per planning permission uses such as extra care, council works, non-residential user etc]* unless approved in writing by the Landlord and save as provided for by clause 11.2 and 11.3.

11.2 The Tenant is to procure that any Undertenant (no matter how remote) of Private Residential Units or Units subject to Intermediate Leases is only to grant sub underleases which require the payment of a rent in a sum which shall be no lower than the Minimum Ground Rent for the relevant Unit as adjusted from time to time and is to indemnify the Landlord for any losses of the Landlord arising due to the breach of this provision.

11.3 The Tenant is to procure that any tenant of the Affordable Units Underlease may not grant sub-underleases save as Target Rent Unit Occupational Sub-Underleases which are in the form set out at Appendix 2 and otherwise comply with the provisions of this Lease insofar as they are applicable to the Sub-Underlease premises and exclude any obligation to pay the Principal Rent.

11.4 The Tenant is to procure that the tenant of the SE/SO Units Underlease procures that any tenant of the Intermediate Residential Units:

11.4.1 does not grant sub-underleases save for Shared Equity Sub-Underleases or Shared Ownership Sub-Underleases; and

11.4.2 otherwise complies with the requirements of clause 11.7 so far as they affect such Sub-Underleases;

No material variations are to be made to the Target Rent Occupational Sub-Underleases and Intermediate Residential Unit Occupational Sub-Underleases without the Landlord's consent.

11.5 Subject to clause 11.2, for the avoidance of doubt all Target Rent Underleases (unless otherwise agreed in writing by the Council):

11.5.1 Must not reserve rents greater than the Target Rents;

11.5.2 must prohibit service charge increases of greater than the percentage increase in CPI plus []% per annum;

11.5.3 must not charge ground rents or any other rents (excluding service charge and insurance rent).

11.6 The Tenant is to perform and observe all of the covenants and obligations of the landlord under the Underleases (to the extent that it is landlord under them) and is to procure compliance with the landlord's covenants and obligations in the Underleases.

11.7 In relation to each Underlease the Tenant is (and is to procure that any Undertenants are):

11.7.1 to take all reasonable and proper steps to ensure the prompt payment of any Gross Ground Rent recoverable under any further Sub-Underleases deriving from the relevant Underlease;

- 11.7.2 not to agree (or permit the agreement) of any reduction in the rent payable under the Underleases;
- 11.7.3 not to capitalise (or permit the capitalising of save where the affect of any Statute or exercise of statutory rights requires this) the rent payable under the Underleases or accept the payment of it more than one quarter in advance; and
- 11.7.4 to review (or procure the review) of the rents under the Underleases in accordance with any rent review provisions contained within them.

12. **END OF THE TERM**

At the end of the Term, the Tenant is to return the Premises to the Landlord with vacant possession save in relation to the Underleases or any rights or underleases arising out of or in connection with the Underleases.

13. **LAND REGISTRY APPLICATIONS**

- 13.1 As soon as reasonably practicable after the date of this Lease, the Tenant named in the Particulars is to apply to the Land Registry for first registration of the title to this Lease and apply for a note of this Lease to be entered on the title number(s) set out in **clause LR2.1** of the Land Registry Particulars. As part of the application, the Tenant is to use reasonable endeavours to ensure that the Land Registry notes the burden of the rights reserved by **clause 3.2** on the leasehold title. On completion of the registration, the Tenant is to provide official copies of the new title to the Landlord showing the Tenant registered as proprietor together with a copy of the title plan.
- 13.2 The Landlord will not be liable to the Tenant for any failure by the Tenant to register this Lease at the Land Registry or to register or note any of the rights granted or reserved by this Lease at the Land Registry either by notice or by way of caution against first registration, whichever is appropriate.

14. **ENFORCEMENT**

- 14.1 This Lease is to be governed by and interpreted in accordance with English law.
- 14.2 Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.
- 14.3 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease.

15. **ENVIRONMENTAL LAW**

15.1 **Compliance with environmental law**

The Tenant is to comply with all requirements of Environmental Law and is not to use the Premises for the production, storage, use, handling or disposal of any Hazardous Material or Waste for which a permit, licence, consent, registration, authorisation or exemption is required under Environmental Law.

15.2 Compliance with notices

The Tenant is at its own cost:

- 15.2.1 to supply the Landlord with copies of all notices, directions, reports or correspondence concerning any contamination of the Premises or any migration or other escape of Hazardous Materials or Waste which may result in proceeding being taken or threatened under Environmental Law; and
- 15.2.2 to take and complete promptly and diligently all actions or precautions required by such notice, direction, report or correspondence.

15.3 Prevention of contamination

The Tenant is not to do or omit to do anything that would or may cause any Hazardous Materials or Waste to escape, leak or be spilled or deposited on the Premises, discharged from the Premises or migrate to or from the Premises.

16. EXECUTION

The parties have executed this Lease as a deed and it is delivered on the date set out in **clause LR1** of the Land Registry Particulars.

SCHEDULE 1

Part 1: Registered Title Matters

[Registered Titles for the relevant phase to be inserted]

Part 2: Deeds and Documents

Date	Document	Parties
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SCHEDULE 2

Payment of Ground Rents

1. Definitions

In this Schedule, the following words and expressions have the following meanings:

"Ground Rents Certificate"	the certificate to be produced by the Tenant under paragraph 4.1 of this Schedule (production of Ground Rents Certificate)
"Gross Ground Rent"	has the definition set out at paragraph 2
"Ground Rent Records"	all accounts and other written or computer records or documents which are, or in the reasonable opinion of the Landlord ought to be maintained for the purpose of recording and verifying the Gross Ground Rents and includes: (a) tax returns and records; (b) bank records and statements
"Base Index Value"	the Index figure published for the calendar month preceding the commencement of the term of the relevant Sub-Underlease
"Relevant Percentage"	the percentage, calculated using the formula: $100 \times (A-B) \div B$ where: A is the Review Index Value B is the Review Base Value provided that if the Relevant Percentage is less than zero, the Relevant Percentage will be deemed to be zero.
"Review Base Value"	on the first Review Date, the Base Index Value and, on each subsequent Review Date, the Review Index Value for the previous Review Date
"Review Date"	Each tenth anniversary of each Sub-Underlease of any Private Residential Units or Intermediate Residential Units
"Review Index Value"	the Index figure published for the calendar month preceding the relevant Review Date

"Revised Index"

such alternative index or comparable measure of price inflation as the Landlord reasonably requires or, at the Landlord's option, such adjustments to the Base Index Value, the Review Base Value or the Review Index Value as the Landlord reasonably requires to take account of any change in the base figure used to calculate the Index

Unit Ground Rent

All monies payable as rent (excluding service charges and insurance rents) by the Occupational Tenant pursuant to an Occupational Lease to be no less than the Minimum Ground Rent

2. Gross Income

The Gross Ground Rent are (subject to paragraph 2.2 below) the aggregate of the total of all moneys or other consideration received or receivable by or on behalf of the Tenant or any Undertenants as rents (excluding service charges and insurance rents) pursuant to any Underleases relating to Private Residential Units or Staircased Intermediate Lease (however remote)

2.1 The Tenant is to procure that at any time the rents for all Private Residential Units or Units subject to Staircased Intermediate Leases constructed at the Premises are to be no lower than the Minimum Ground Rent for each relevant Unit and that all Underleases include rent review provisions in accordance with paragraph 6 of this Schedule..

2.2 The Tenant is to procure the collection of the Gross Ground Rent as soon as reasonably practicable as they fall due and is to procure that similar obligations are imposed on any Undertenants (and the Tenant is to enforce such obligations where necessary to comply with the provisions of this paragraph.

2.3 The following are not to be included in the Gross Ground Rent:

2.3.1 sums received or receivable in respect of VAT;

2.3.2 sums payable as a bona fide service charge for the provision of services pursuant to the lease or as bona fide insurance rents; and

2.3.3 capital payments payable for the first grant of the lease or an assignment or subsequent sales or purchases;

3. Ground Rents Records

3.1 The Tenant is to:

3.1.1 maintain the Ground Rents Records fully and accurately throughout the Term;

3.1.2 retain on the Premises or in some other place where the Landlord can reasonably inspect them Ground Rents Records for no fewer than the three most recent consecutive Accounting Periods; and

3.1.3 allow the Landlord and its accountants and other authorised agents to have access to and inspect the Ground Rents Records.

3.2 The Tenant acknowledges to the Landlord that it owes the Landlord a duty of the good faith to maintain full and accurate Ground Rent Records to enable the Landlord properly and accurately to determine the Gross Ground Rents and the Principal Rent.

3.3 The Landlord may at any time require the Ground Rent Records to be audited by an Independent firm of chartered accountants. If such an audit shows that the Gross Ground Rents for any Accounting Period has been understated by more than 5%, the cost of the audit is to be paid by the Tenant to the Landlord on demand as additional rent.

4. **Ground Rents**

4.1 All Gross Ground Rents received within a Quarter (whether or not relating to that are Quarter) are to be paid by the Tenant to the Landlord as the Principal Rent on the next Quarter Day, and the Tenant is to provide a summary of the payments made within ten working days of such Quarter Day.

4.2 Within thirty Working Days after the end of each Accounting Period, the Tenant is to deliver a Ground Rents Certificate to the Landlord signed by a professionally qualified independent accountant from a reputable firm of chartered accountants certifying the amount of the Gross Ground Rents during such Accounting Period.

4.3 The Tenant warrants to the Landlord that each Ground Rents Certificate will state accurately the amount of Gross Ground Rents received and receivable during the relevant Accounting Period and the quarterly payments paid to the Landlord and the Tenant acknowledges to the Landlord that it owes a duty of the utmost good faith to the Landlord in this respect.

4.4 Upon receipt of a Ground Rents Certificate, the Landlord may serve a written demand on the Tenant for the Gross Ground Rents or any balance of it found to be due taking into account any quarterly payments already paid by the Tenant.

4.5 The Tenant is to pay the amount of Gross Ground Rents demanded by the Landlord within fourteen Working Days after the service of the demand.

4.6 For the purposes of **clause 4.6** (Interest on late payment), the due date for payment of the Gross Ground Rents for each Accounting Period is to be the date ten Working Days after the date on which the Landlord serves the demand for it under **paragraph 4.4** (Landlord's demand).

4.7 If it appears from any inspection or audit of the Ground Rents Records or from any other circumstances whatsoever that any further Ground Rents is payable for an Accounting Period for which the Tenant has already paid the rent demanded under **paragraph 4.4** (Landlord's demand), the Tenant is to pay such further Ground Rents to the Landlord within fourteen days of a written demand.

5. **Default provisions**

5.1 If the Tenant does not deliver a Ground Rents Certificate within the period required by **paragraph 4.1** (Production of Ground Rents Certificate), the Tenant is to pay to the Landlord on demand on account of its liability to pay the Principal Rent an amount equal to the outstanding Gross Ground Rent payable to the Landlord.

6. If, on receipt of a Ground Rents Certificate for an Accounting Period outside the period required under **paragraph 4.1** (Production of Ground Rents Certificate),

the amount paid on account of the Ground Rents Rent under **paragraph 5.1** (Failure to produce Ground Rents Certificate) exceeds the Ground Rents Rent payable by reference to the Ground Rents Certificate, the Landlord is to set the excess against the next payment of Principal Rent payable by the Tenant under this Lease or, at the end of the Term or following an assignment of this Lease with the consent of the Landlord, repay the amount of the excess to the Tenant without interest. Rent review of Occupational Leases

- 6.1 For each Occupational Lease of Private Residential Units or any Intermediate Residential Units that are subject to a Staircased Intermediate Lease the Tenant is to procure each Sub-Underlease is to contain provisions of equivalent effect to those set out in this paragraph 7.
- 6.2 The Unit Ground Rent for each relevant lease as per the types of lease referred to in paragraph 6.1 is to be reviewed to the figure, rounded up to the nearest ten pounds, calculated by increasing the Unit Ground Rent reserved immediately before the Relevant Review Date by the Relevant Percentage. The reviewed Unit Ground Rent will be payable from and including the relevant Review Date.
- 6.3 As soon as reasonably practicable after the publication of the Index for the month preceding the relevant Review Date, the landlord of the relevant lease as per the types of lease referred to in paragraph 6.1 is to notify the tenant of the relevant lease as per the types of lease referred to in paragraph 6.1 in writing of the Unit Ground Rent payable from and including the relevant Review Date. In the absence of manifest error, the landlord's calculation of the Unit Ground Rent payable from and including the relevant Review Date is be binding on the tenant.
- 6.4 The landlord of the relevant lease as per the types of lease referred to in paragraph 6.1 may give written notice to the tenant specifying a Revised Index to be used for the calculation of the rent review if:
 - 6.4.1 the reference base used to compile the Index changes after the date of this Lease or there is some other substantial change in the method used to compile the Index;
 - 6.4.2 the Index is published at less frequent intervals than as at the date of this Lease;
 - 6.4.3 publication of the Index is suspended or ceases completely; or
 - 6.4.4 it becomes impossible or impracticable to calculate any change in the value of the Index for any other reason.
- 6.5 Either the Landlord or the Tenant of the may refer any dispute about the provisions set to an independent chartered surveyor of not less than 10 years' standing experienced in the review of rents in respect of premises

similar to and in the same locality as the Premises who will act as an expert in accordance with the Arbitration Act 1996.

EXECUTED as a deed by affixing)
the common seal of)
The Mayor and Burgesses of the London)
Borough of Southwark)
in the presence of:)

Authorised Signatory

SIGNED as a deed by)
Notting Hill Housing Trust)
acting by a director and its secretary)
or two directors)

Director

Director / Secretary

