

## **GLC Lease Covenants**

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

- (a) To pay the said rent during the said term at the times and in the manner aforesaid without any deductions
- (b) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said terms be assessed charged or imposed on the Flat or any part thereof or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of premises of which the Flat forms part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Flat such proportion to be determined by the Council
- (c) To pay all costs charges and expenses (including solicitors costs and surveyors fees) incurred by the Council (i) for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court and (ii) incidental to the preparation and service of a schedule of Dilapidations at the end or sooner determination of the term hereby granted in respect of the Flat
- (d) To pay for all gas and electricity or other illuminant or source of power consumed at the Flat and all charges for the hire of meters in respect thereof and all hot water and heating charges (if any) and whether part of the Heating Charge or not and to observe all regulations and requirements of the relevant authorities
- (e) To accept the supply of gas and heating and hot water (if any) presently supplied to the Flat or which may in the future be supplied thereto by the Council and to use the same for domestic purposes only
- (f) Within the time limited by law or notice requiring the same to be done or if no such time is limited within a reasonable time to carry out all sanitary works and all other works whatsoever which a public authority (including the Council or any other competent authority) may lawfully require to be carried out on or in connection with the Flat (whether by the landlord tenant owner or occupier) all such works to be done to the satisfaction of the Council or its agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the public authority and all other fees and payments properly claimed by any such authority and also the proper and usual fees and charges of the Council or its agents for work done by the Council or its agents in preparing or approving plans or in

supervising the execution thereafter be required hereunder and will forthwith deliver to the Council two copies of any such notice order requisition direction or other thing which may be capable of adversely affecting the Council's interest herein or reversionary interests in the Flat

- (g) Forthwith to comply with and indemnify the Council against the requirements of any person or any public or statutory body (including the Council) entitled or required to enforce any covenant restriction or provision or the provisions of any statute by-law regulation or order relating to the Flat and without prejudice to the generality of the foregoing
- (i) Not to carry on or permit to be carried on upon in over or under the Flat any development within the meaning of the Town and Country Planning Act 1971 nor to apply for or knowingly permit any application for permission under the act to carry out any such development
- (ii) Not to do or permit or suffer to be done any act matter or thing or in respect of the Flat or any part thereof which may contravene any provision of the said Town and Country Planning Act 1971 and to keep the Council indemnified against all costs claims demands and liabilities in respect thereof
- (iii) Within seven days after the receipt of the same to give full particulars to the Council of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by the planning authority under the said Town and Country Planning Act 1971 and if so required by the Council to produce such notice of proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Council is not the local planning authority at the request of the council but at the cost of the Lessee to make or join with the Council or any other persons the Council shall direct in making such notice order or proposal as the Council shall deem expedient
- (h) Not to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air way water drainage or other easement over the Flat or the Building but forthwith to inform the Council of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement over the Flat or the Building and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement
- (i) Not to suffer any encroachment to be made on the Flat and if any such shall be made to permit the Council or all others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste damage or spoil to be done or suffered upon the Flat
- (j) In the event of the Council contemplating or granting a lease of the reversion expectant hereon to permit on reasonable notice being given

any prospective purchaser to lessee or their respective agents to enter upon the Flat to view the same

- (k) Not at any time hereafter without the Council's prior written consent to make or permit to be made any alteration in the construction height elevation external or architectural appearance of the Flat or any part thereof or to alter or cut any of the principal walls or timbers thereof or to erect or build any additional or any substituted building whatsoever upon the Flat or any part thereof or enclose the portico thereof (if any) or to erect any fences or obstruction poles wires aerial or other erection upon the Flat or in any way alter or add to or interfere with the central heating or hot water system (where applicable) or other installations for the supply of electricity water or gas for space heating in the Flat
- (l) Forthwith after service upon the Lessee of any notice affecting the Flat served by any person or authority (other than the Council) to deliver a true copy thereof to the Council and if so required by the Council to join with the Council in making such representation to any such person body or authority concerning any proposals affecting the Flat as the Council may consider desirable and to join with the Council in any such appeal against any order or direction affecting the Flat as the Council may consider desirable
- (m) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Council a certified copy of every transfer of this Lease or mortgage or legal charge of this Lease of the flat or any part thereof and also of every underlease of the Flat or any part thereof for substantially the whole of the unexpired term and of every assignment of such underlease and also of every probate letters of administration order of the Court or other instrument effecting or evidencing a devolution of title as regards the said term or any such underlease as aforesaid for the purpose of registration and for such registration to pay to the Council the fee of Fifteen pounds (£15) (or such other sum as shall from time to time be determined by the Council in respect of each document or instrument so produced)
- (n) Upon assignment of the whole of the Flat or any subletting or underletting of the whole or any part of the Flat to obtain a direct covenant by the assignee sublessee or underlessee with the Council to observe and perform the covenants and conditions of this Lease
- (o) At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Council or as it may direct the Flat with vacant possession with the appurtenances and all the landlord's fixtures and fittings therein in good substantial

repair and condition and in all ways in accordance with the Lessee's covenants herein contained

5. THE Lessee hereby further covenants with the Council and with the lessees of other flats comprised in the Building that the Lessee will at all times hereafter

- (a) Keep the flat and every part thereof and all walls sewers drains pipes cables wires and appurtenances thereto belonging (except such parts as are affected by the Council's covenants in the Clauses 6 (b) and (c) hereof) in good and tenantable repair and condition including the renewal and replacement of all worn or damaged parts and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Building other than the Flat
- (b) To paint the interior of the Flat with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the Flat and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate the Flat in every sixth year of the term hereby granted and in the last year of the term hereby granted (however determined)
- (c) **To pay the Council in every financial year a sum of account of the Service Charge attributable to the Flat in that year demanded by the Council in accordance with the provisions of the Eighth Schedule hereto by equal half yearly instalments in advance on the first day of April and the First day of October such sum to be apportioned from day to day and the first such instalment (being an apportioned part from the date hereof) to be paid on the execution of this Lease**
- (d) To pay the Council whenever demanded in accordance with the provisions of the Eighth Schedule hereto a sum equal to the excess of the Service Charge attributable to the Flat in any such financial year over the sum to be paid on account of the same aforesaid such sum to be payable on demand and not to be apportionable
- (e) To pay the Council on the First day of April in every year a sum equal to the costs incurred by the Council in connection with the insurance of the Flat in accordance with the provisions of sub-clause 6 (e) hereof for the year commencing on that date (and a sum equal to the costs incurred by the Council in connection with the insurance of the Flat in accordance with the provisions of sub-clause 6 (e) hereof for the period from the date hereof until the Thirty-first day of March next following has been paid on the date hereof)
- (f) To pay the Council every financial year a sum on account of the Heating Charge (if any) in that year demanded by the Council in accordance with the provisions of the Tenth Schedule by equal half-

yearly instalments in advance on the First day of April and the First day of October such sum to be apportionable from day to day and the first such instalment (being an apportioned part from the date hereof) to be paid on the execution of the Lease

- (g) To pay the Council whenever demanded in accordance with the provisions of the Tenth Schedule hereto a sum equal to the excess of the Heating Charge (if any) in any such financial year over the sum so paid on account of the same aforesaid such sum to be payable on demand and not to be apportionable
- (h) If and whenever the Council shall make any improvement affecting the Flat to the Estate or any part thereof the Lessee shall upon the service of a written demand pay to the Council a fair proportion of the cost of the improvement based on a comparison of the rateable value of the Flat at the time with the rateable value of all other dwellings and other premises comprised in the Estate and affected by the improvement PROVIDED that if the Flat shall not for any reason whatever the rateable value at the time this clause shall take effect as if the words "floor area" were substituted for the words "rateable value" in both places where they occur
- (i) Not to do or permit to be done any act or thing which may render void or voidable the policy or policies of insurance of the Building or any policy or policies of insurance in respect of the contents of any of the flats comprised in the building or which may cause any increased premium to be payable in respect of such policy
- (j) Permit the Council and others authorised by the Council with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the Flat or any part thereof and the Council may thereafter serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the and if the Lessee does not within three months thereafter proceed diligently with the execution of those repairs or works then the Council may enter upon the Flat and execute them and the cost shall be a debt due to the Council from the Lessee and shall be recoverable forthwith by action
- (k) Upon receipt of reasonable notice (except in case of emergency) to permit the Council and the Lessees of the other flats in the Building to have access to and enter upon the Flat as often as it may be reasonably necessary for them to do so in fulfilment of their respective obligations hereunder or under any covenants relating to any other flat and similar to those herein contained

- (l) Not to permit any water or liquid to soak through floors of the Flat or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the Flat and in the event of such happening without prejudice to the Council's other rights under this Lease immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused
- (m) To maintain and as often as occasion may require renew the walls and fences situate along the boundary/ies of the premises hereby demised shown marked "T" (if any) within the boundary/ies on the plan hereunto annexed

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

- (a) That the Lessee paying rent hereby reserved and performing and observing the several covenants and conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Council or any person or persons rightfully claiming under or in trust for it
- (b) That subject to the payment of rent hereby reserved and the payments of the Service Charge attributable to the Flat and the Heating Charge by the Lessee and his performance of the covenants and obligations on his part herein contained the Council will keep in good and substantial repair and condition (and wherever necessary rebuild and reinstate and renew and replace all worn and damaged parts) (i) the main structure of the Building including all foundations forming part of the Building and the drains gutters and external pipes thereof all exterior and all party walls and structures and all walls dividing the flats from the common hall stair cases landings steps and passages in the Building and the walls bounding the same and all painting and decoration of the exterior of the Building and all electrical and other fittings and windows in the Building and all doors therein save doors as give access to individual flats and including all roofs and chimneys and every part of the property above the level of the top floor ceilings and (ii) any wireless and television masts and aerials cables and wires erected by the Council on the Building or in or over the roof or roofs of the Building and available for use with the Flat and the other flats in the Building
- (c) That subject to as mentioned in Clause 6 (b) hereof the Council will keep in good repair and condition all other property over or in respect of which the Lessee has been granted rights under the Fourth Schedule hereto
- (d) That subject as mentioned in Clause 6 (b) hereof the Council will so far as practicable provide the Services to or in respect of or for the benefit of the Flat and the Building at a reasonable level including keeping in repair

all machinery installations and apparatus at the Estate connected with the provision of the Services

(e) That subject as mentioned in Clause 6 (b) hereof the Council will insure and keep insured the Flat through a policy or policies effected and maintained with such insurers of repute as the Council shall from time to time decide and in any event the agency of the Council against loss damage or destruction by fire and such other risks as the Council may from time to time consider desirable in the estimated full reinstatement cost thereof (and also the appropriate cost of shoring up demolition and site clearance architects surveyors and professional and other fees) and to any extent considered reasonable in excess of such full reinstatement cost and in the vent of loss damage or destruction by an insured risk to lay out forthwith all monies received from any such insurance in rebuilding and reinstating the Flat and the Building and acknowledges the right of the Lessee to the production of the relevant policy or policies

(f) That subject as mentioned in Clause 6 (b) hereof the Council will effect and maintain insurance against such risks as the Council shall from time to time consider desirable or prudent in respect of (i) the Communal Parts of the Building including the structure thereof and (ii) any other insurable matters as the Council shall from time to time consider desirable or prudent through policy or policies effected and maintained with such insurers of repute as the Council shall from time to time decide and in any event in the agency of the Council and acknowledges the right of the Lessee to the production of the relevant policy or policies

(g) That subject as mentioned in Clause 6 (b) hereof the Council will use its best endeavours so far as practicable to continue ((i) the supply (if any) of gas and hot water presently supplied to the Flat by it at a reasonable level and (ii) the supply (if any) of heating presently supplied during certain months of the year to the Flat by it at a reasonable level subject to the provision of the final proviso to Clause 8(iii) hereof

(h) That the Council will to an extent permitted by law require every person to whom it shall hereafter grant a lease expiring on the same date as the lease hereby granted and for a term exceeding twenty-one years for use for residential purposes of any flat comprised in the Building to covenant to observe the restriction and stipulations set forth in the Sixth Schedule hereto and that at the request and cost of the Lessee or any mortgage of the Lessee and upon the prior payment to the Council by the Lessee or any such mortgage of such sums as the Council may reasonably require in respect of or on account of such costs to enforce by all means available to the Council the said restrictions and stipulations contained in the Sixth Schedule hereto against other such lessees PROVIDED that the Council may in its absolute discretion before taking any steps by way of enforcement under this provision require the lessee or mortgagee requesting such enforcement at his own expense to obtain for the Council from counsel of not less than seven years standing to be nominated by the Council advice in writing as to the merits of any contemplated action in

respect of the matters in issue and in that event the Council shall not be bound to bring any such action unless such Counsel advises that such action should be brought and is likely to succeed

7. ANY disputes between the Lessee and occupiers of flats in the Building for the time being not let on leases expiring on the same date as the Lease hereby granted for terms exceeding twenty-one years for residential purposes in respect of the use of parts of the Building shall be settled by reference to the Council

8. PROVIDED ALWAYS and it is hereby agreed and declared

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



that any failure on the part of the Council to perform such obligations or supply the services or supply the gas hot water or heating as mentioned in Clause 6(g) hereof shall not release or in any way exonerate the Lessee from complying with performing observing his covenants or obligations herein contained and PROVIDED FURTHER that to the extent permitted by law the Council may add to diminish modify or alter any such obligations and the supply of the Services and the supply of gas hot water or heating mentioned in the Clause 6(g) hereof if by reason of change of circumstances during the term hereby demised such additions diminutions modifications or alterations may in the opinion of the Council appear reasonably necessary or desirable in the interests of good estate management and

(iv) for the avoidance of doubt that the Heating Charge hereinbefore mentioned shall include the costs and expenses of the gas and heating and hot water (if any) as mentioned in Clause 6(g) hereinbefore contained actually supplied to the Flat by the Council and that the Service Charge hereinbefore mentioned shall (inter alia) include the appropriate proportion of the costs and expenses of the installing maintenance and repair of the equipment apparatus and installations installed in the Building or serving the Building in connections with the supply or such gas and heating and hot water and any other matter or thing on connection with the supply of such gas and heating and hot water which is properly attributable to the Building forming part of the Services

9. THE following provisions apply where the Lessee consists of two or more persons

(a) ALL covenants by the Lessee are binding on all such persons jointly and severally

(b) ALL such persons hereby declare that they hold this Lease and the term hereby granted upon trust to sell the same and that they hold the net rent and profits until sale and the net proceeds of any such sale set upon trust for themselves as { (joint tenants/tenants in common in equal shares/or as may be) }

10. THE Lessee hereby further covenants with the Council

(a) By way of indemnity on to observe and perform the covenants and stipulations affecting the Flat or the Estate contained or referred to in the instruments (if any) listed in the Eleventh Schedule hereto so far only as they are still subsisting and capable of taking effect and to indemnify the Council against all proceedings actions costs claims and demands in respect thereof so far as aforesaid

(b) To indemnify the Council against and be responsible for all damage caused by the Lessee or the Lessee's family or visitors to

the Building or the Estate or any part thereof and to be responsible for any breach of any of the restrictions stipulations and regulations referred to in Clause 3 hereof by the Lessee's family or visitors

11. THE provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice under this Lease

12. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of the larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds Thirty thousands pounds (£30,000)

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

### **LBTH Lease Covenants**

#### *Lessee's Covenants*

**3. THE LESSEE HEREBY COVENANTS with the Lessors as follows:**

#### *To Pay Rents*

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

#### *To Pay*

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

#### *To Permit*

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

#### *To Repair*

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

#### *No Alterations*

(5) Not at any time during the said term to make any alteration in or additions to the Demised Premises or Without any part thereof or to cut maim alter or injure any of the Consent walls or timbers thereof or to alter the landlords' fixtures without first having made a written application (accompanied by all relevant plans and specifications) in respect thereof to the Lessors and

secondly having received the written consent of the Lessors thereto such work to be completed to the satisfaction of the Lessor

*Right of entry  
in case of  
disrepair*

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

*Assignment  
and Under-  
letting*

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

*Registration  
of  
Assignments*

- (8) Within four weeks next after any transfer assignment Etc subletting charging or parting with possession (whether mediate or immediate) or devolution of the Demised Premises to give notice in writing of such transfer assignment subletting charging parting with possession or devolution and of the name and address and description of the assignee sub-lessee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Lessors or their Solicitors within such time as aforesaid a verified copy of every instrument of transfer assignment subletting charging or devolution and every probate letters of administration order of the Court or other instrument effecting

or evidencing the same and to pay to the Lessors a fee of Fifteen pounds(or other such sum as shall from time to time be determined by the Council in respect of each such document or instrument so produced) for the registration of every such notice together with any Value Added Tax payable thereon of the current rate for the time being in force

*Costs Of  
Notices  
Under  
Section 146  
and Section  
147*

(9) To pay to the Lessors all costs charges and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the said term incurred by the Lessors in or in contemplation of any proceedings in respect of this Lease under Sections 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in particular all such costs charges and expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Demised Premises and the drawing up of Schedules of Dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

*Notices*

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

*Planning  
Requirements*

(11) Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1971 or carry out any development as defined by the said Act or any enactment amending or replacing the same and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof

*To Comply*

(12) To comply in all respects at the Lessee's own cost with the

<i>With Statutes</i>	provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Demised Premises (whether the same are to be complied with by the Lessors the Lessee or the occupier) and forthwith to give notice in writing to the Lessors of the giving of such order direction or requirement as aforesaid and to keep the Lessors indemnified against all claims demands and liabilities in respect thereof
<i>To Yield Up</i>	(13) At the expiration or sooner determination of the said term quietly to yield up unto the Lessors the Demised Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Lessee's fixtures) in or upon or which during the said term may be placed in or upon the same
<i>Lessee's Covenants</i>	4. THE LESSEE HEREBY COVENANTS with the Lessors and with and for the benefit of the Flat Owners that throughout the term the Lessee will:
<i>Repair</i>	(1) Repair maintain renew uphold and keep the Demised Premises and all parts thereof including so far as the same form part of or are within the Demised Premises all windows glass and doors (including the entrance door to the Demised Premises) locks fastenings and hinges sanitary water gas and electrical apparatus and walls and ceilings drains pipes wires and cables and all fixtures and additions in good and substantial repair and condition save as to damage in respect of which the Lessors are entitled to claim under any policy of insurance maintained by the Lessors in accordance with their covenant in that behalf hereinafter contained except in so far as such policy may have been vitiated by the act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors
<i>Decoration</i>	(2) In every fifth year calculated from the date specified in Paragraph 8 of the Particulars and in the last year of the term (howsoever determined) to paint twice with good quality paint and paper varnish colour grain and whitewash all the inside parts of the Demised Premises respectively heretofore or usually painted papered varnished coloured grained and whitewashed
<i>Repairs To Other Flats</i>	(3) Permit the Lessors and each Lessee of a flat in the Building with or without workmen and all other persons authorised by any of them at all reasonable times by appointment (but at any time in case of emergency) during the said term to enter into and upon the Demised Premises or any part thereof for the

purpose of repairing or altering any part of the Building or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding cleansing lighting or keeping in good order and condition the Common Parts and all roofs foundations damp courses tanks sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Building or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes the Lessors or the tenant so entering or authorising entry (as the case may be) carrying out all such works as quickly as possible making good all damage occasioned to the Demised Premises and the contents thereof

*To Pay  
Service  
Charge*

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

*Regulations*

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

*Covenants  
Noted In  
Register of  
Lessors' Title*

(6) To observe and perform by way of indemnity only the restrictive covenants (if any) set out or referred to in the Charges Register of Register of the Title above referred to so far Lessors' as they relate to the Demised Premises

*Lessors'  
Covenants*

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

*Quiet  
Enjoyment*

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

*Terms of  
Other Leases*

(2) That every lease or tenancy agreement of a flat in the Building heretobefore or hereafter granted by the Lessors contains or as the case may be shall contain regulations to be observed by the Lessee thereof in similar terms as those contained in the Fourth Schedule hereto and also covenants of a similar nature

to those contained in Clause 4 of this Lease

*To Observe  
Regulations*

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

*To Enforce  
Covenants*

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

*Expenditure  
of Service  
Charge*

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

- (b) As and when the Lessors shall deem necessary

- (i) to paint the whole of the outside wood iron and other work of the Building heretofore or usually painted and grain and varnish such external parts as have been heretofore or are usually grained and varnished
  - (ii) to paint varnish colour grain and whitewash such of the interior parts of the Building as have been or are usually painted papered coloured grained and whitewashed (other than those parts which are included in this demise or in the demise of any other flat in the Building)
  - (iii) to paint paper varnish colour grain and whitewash such of the parts of any flat or flats or accommodation occupied or used by any caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof as have been or are usually painted papered varnished coloured grained and whitewashed
- (c) (i) to insure and keep insured the Building (unless such insurance shall be vitiated by any act or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors) against loss or damage by (a) fire, explosion, lightning, thunderbolt, earthquake, riot, malicious damage, aircraft and other aerial devices, storm and flood, bursting, leaking or overflowing of water apparatus including washing machines, falling trees or part thereof, theft or attempted theft, impact by vehicles or animals, collapse resulting from subsidence, ground heave or land slip of the site, leakage of oil from fixed domestic heating installations, breakage or collapse of T.V. and radio aerals; (b) breakage of fixed glass and sanitary fittings; (c) accidental damage to underground services; (d) loss of rent and cost of alternative accommodation up to 10% of the sum insured; (e) house owners liability for accidents caused to the public up to £500,000 or such other sum as the Lessors may from time to time think fit The insurance also includes Architects and Surveyors fees, cost of debris removal and additional costs of complying with statutory building regulations and such other risks (if any) as the Lessors think fit in some Insurance Office of repute in the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Lessors against such risks as are usually covered by a Flat Owners' Comprehensive Policy and to insure against



third party claims made against the Lessors in respect of management of the Building and in the event of the Building or any part thereof being damaged or destroyed by fire or other insured risks as soon as reasonably practicable to lay out the Insurance moneys in the repair rebuilding or reinstatement of the premises so damaged or destroyed and to make good any deficiency in the reinstatement or rebuilding costs from its own monies subject to the Lessors at all times being able to obtain all necessary licenses consents and permissions from all relevant authorities in this respect PROVIDED ALWAYS that if for any reason other than default of the Lessors the obligation on their part hereinbefore contained to rebuild or otherwise make good such destruction or damage as aforesaid becomes impossible of performance the said obligation shall thereupon be deemed to have been discharged and the Lessors shall stand possessed of all moneys paid to them under and by virtue of the Policies of Insurance hereinbefore required to be maintained upon trust to pay to the Lessee such proportion (if any) of the said moneys as may be agreed in writing between the Lessors and the Lessee or in default of agreement as aforesaid as shall be determined by a Valuer appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the request of the Lessors or the Lessee to be fair and reasonable having regard only to the relative values of the respective interests of the Lessors and the Lessee in the Demised Premises immediately before the occurrence of the said destruction or damage and it is hereby declared that any such determination as aforesaid shall be deemed to be made by the said Valuer as an Arbitrator in accordance with the Arbitration Act 1979 as amended

- (ii) To produce at the Lessees request a summary of the policy of such insurance and a confirmation of payment of the last premium due in respect of the same together with a Certificate Insurance noting thereupon the Lessees interest in the demised premises and that of any mortgagee of whose interest the Lessor has been requested to make note
- (d) To keep clean and in the opinion of the Lessor where appropriate lighted the Common Parts and to keep clean the windows in the Common Parts and where appropriate to furnish the Common Parts in such style and manner as the Lessors shall from time to time in their absolute discretion think fit

- (e) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged or imposed on the Building and the curtilage thereof as distinct from any assessment made in respect of any fiat in the Building but including the rates (including water rates) assessed on any flat or flats or accommodation whether in the Building or not which are occupied or used by any caretaker porter maintenance staff or other person employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof and also all or any other outgoings payable in respect of such accommodation
- (f) For the purpose of performing the covenants on the part of the Lessors herein contained at their discretion to employ on such terms and conditions as the Lessors shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Lessors may from time to time in their absolute discretion consider necessary and in particular to provide accommodation either in the Building or elsewhere (free from payment of rents or rates by the occupier) and any other services considered necessary by the Lessors for them whilst in the employ of the Lessors
- (g) To maintain and renew when required any existing central heating and hot water apparatus in the Building and all ancillary equipment thereto other than that contained in and solely serving the Demised Premises
- (h) To maintain at all reasonable hours through any system existing at the date hereof for the supply of hot water from a central system but not otherwise an adequate supply of hot water to the Building and during the period from the First day of October in each year to the last day of April in each succeeding year to provide sufficient and adequate heat to the radiators (if any) for the time being fixed in the Demised Premises or in any other part of the Building unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of fuel or current or other cause whatsoever over which the Lessors have no control and the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular supply of hot water or heating to the Demised Premises
- (i) To employ its servants or at the Lessors' discretion a firm

of Managing Agents to manage the Building and discharge all proper fees salaries charges and expenses payable to such agents or such other person who may be managing the Building including the cost of computing and collecting the rents in respect of the Building or any parts thereof

- (j) To employ direct or enter into contracts with all such surveyors builders architects engineers tradesmen accountants or other professional persons as may be necessary or desirable for the proper maintenance safety and administration of the Building
- (k) To maintain (if and when installed by the Lessors at their discretion) a rented communal television aerial or aerials serving the Building and to pay all expenses in connection with the installation and maintenance thereof
- (l) To maintain any existing fire fighting equipment incorporated in the Building and any further fire fighting equipment and extinguishers as the Lessors may from time to time consider necessary and pay all charges in connection with the installation and maintenance thereof
- (m) To maintain and where necessary renew or replace any existing lift and ancillary equipment relating thereto unless the Lessors shall be unable to perform this covenant by reason of the act neglect or default of the Lessee or his or their servants agents licensees or visitors or by reason of any breakdown or interruption of the supply of current or other cause whatsoever over which the Lessors have no control and the Lessors shall not be liable for any loss damage or inconvenience which the Lessee may sustain through the imperfect or irregular running of any such lifts and maintain insurance against risks of breakdown and third party claims in respect of the lift and lift equipment and mechanism in such amounts and on such terms as the Lessors shall from time to time think fit
- (n) To maintain if and when installed a rented electric porter system serving the main entrances to the Building
- (o) Without prejudice to the foregoing to do or cause to be done all such works installations acts matters and things as in the absolute discretion of the Lessors may be considered necessary or advisable for the proper management maintenance safety amenity or administration of the Building
- (p) To set aside (which setting aside shall for the purposes of

the Fifth Schedule hereto be deemed an item of expenditure incurred by the Lessors) such sums of money as the Lessors shall reasonably require to meet such future costs as the Lessors shall reasonably expect to incur of replacing maintaining and renewing those items which the Lessors have hereby covenanted to replace maintain or renew provided that any such sums set aside shall be credited with interest by the Lessors at a rate equal to the deposit account rate for the period in question of Co-Operative Bank PLC

*Forfeiture*

6. PROVIDED ALWAYS and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Lessee to be performed or observed then it shall be lawful for the Lessors to re-enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the Demised Premises thenceforth as if this Lease had not been made and the term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Lessors

*Provisos*

7. PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:
- (1) Except so far as the same may be insured by any policy maintained under Clause 5(5)(c) or Clause 5(5)(m) hereof the Lessors shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessors in respect of:
    - (a) any loss or inconvenience occasioned by the closing or breakdown of any lift or by the failure of power supply to the lifts or whilst any repairs are carried out thereto
    - (b) any accidents that may occur to the Lessee or any other person using any lift or any interruption of any of the services hereinbefore mentioned from whatever cause beyond the Lessors' control
    - (c) any damage suffered by the Lessee or any servant agent or workmen of the Lessee or any member of the Lessee's family or any licensee of his through any defect in any fixture pipe wire tube meter staircase or thing in or upon the Building or any part thereof (including the Flat)
    - (d) any act neglect default omission misfeasance or

nonfeasance of any caretaker porter or other of the Lessors' staff servants or any person acting under such caretaker porter staff or servants

(e) any moneys held on account of the Service Charge or set aside pursuant to Clause 5(5)(p) hereof which after the Lessors have parted with the reversion to the Demised Premises have been duly paid to the Purchasers of the reversion or their duly authorised Managing Agents

- (2) Nothing in this Lease shall impose any obligations on the Lessors to provide or install any system or service not in existence at the date hereof
- (3) If the Demised Premises or any part thereof or the means of access thereto shall at any time be so destroyed or damaged by any of the risks against which the Lessors are liable to insure under the Lessors' covenants in that behalf hereinbefore contained so as to render the same unfit for occupation or use then and in every such case (except as hereinafter provided) the Annual Rent and the Service Charge or a proportionate part thereof according to the nature and extent of the damage sustained shall cease to be payable in respect of any period during which the Demised Premises or the damaged portion thereof shall not have been restored to a condition fit for occupation and use but so that this provision shall not apply as regards to any damage against which the Lessors shall have effected any such policy of insurance as is mentioned in the Lessors' covenants in that behalf hereinbefore contained if payment of the money assured by any such policy or of any part of such money shall be refused in consequence of any act omission or default of the Lessee or any person claiming through the Lessee or his or their servants agents licensees or visitors and any dispute or difference between the Lessors and the Lessee with regard to this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1979 or any statutory enactment in that behalf for the time being in force.
- (4) No caretakers porters maintenance staff or other persons employed by the Lessors in accordance with the provisions of Clause 5(5)(f) hereof shall be under any obligation to furnish additional attendance or make available their additional services to the Lessee and in the event of such person employed as aforesaid rendering any services to the Lessee such person shall be deemed to be the servant of the Lessee for all purposes and the Lessors shall not be responsible for the manner in which such services are performed nor for any damage to the Lessee or other persons arising therefrom

- (5) That the Lessee shall take the Demised Premises in their present state and condition.

*Service of  
Notices*

8. (1) (a) ANY notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Lessee without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Lessee or other person to or upon whom it is to be given or served or is affixed or left on the demised premises
- (1) (b) Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered
- (2) Section 61 of the Law of Property Act 1925 shall apply in the construction of this Lease
- (3) Where the Lessee consists of two or more persons all covenants and agreements by and with the Lessee shall be construed as covenants and agreements by and with such persons jointly and severally
9. THE Lessee hereby covenants with the Lessors that if within 3 years from the date hereof there shall be a disposal (meaning an assignment of the Demised Premises or the grant of an underlease whether in any such case of the whole or part of the Demised Premises is assigned or underleased for a term of more than 21 years otherwise than at a rack rent (not being a Mortgage term)) but not including such disposals as exempted by Section 160 of the Housing Act 1985 the Lessee or his successors in title shall pay to the Lessors on demand the amount of discount stated in the Particulars reduced by one third of the amount of discount for each complete year which shall elapse between the date of this Lease and the date of that disposal Provided nevertheless that if there shall be more than one such disposal the Lessors shall be entitled to demand payment only on the first one

*Marginal  
Notes*

10. THE Marginal Notes shall not affect the interpretation hereof

*Certificate of  
Value*

11. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds the sum shown in paragraph 9 of the Particulars
12. IT IS HEREBY CERTIFIED that there is no agreement for Lease to which this Lease gives effect